Final Posting: Monday, February 8, 2021 2:30 p.m.

REGULAR PUBLIC MEETING OF THE AMPHITHEATER GOVERNING BOARD

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

Tuesday, February 9, 2021

5:15 PM
(Doors open 30 minutes prior to the start of the meeting)

AMPHITHEATER PUBLIC SCHOOLS

MISSION

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

We Believe

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

We Value

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

AGENDA*

As permitted by the Arizona Open Meeting Laws, Board members may participate in this meeting by telephone, video or internet conference. Due to pandemic conditions, this meeting will also be streamed live for the public online. The link for the meeting will be posted on the day of the meeting on the District's website, www.amphi.com.

The following steps will be taken to ensure the safety of staff and the public. Masks are currently required, regardless of vaccination status due to the current pandemic conditions. Anyone with a fever, cough or other symptoms of COVID-19 will not be allowed to attend in person. Attendees will be asked to maintain a recommended distance from others.

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.

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

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[2] Information items are for discussion only; no action will be taken.
[3] Details are available in the offices of the Associate Superintendents, Associate to Superintendent, and Chief Financial Officer.
[4] Study session items are for discussion only; no action will be taken.

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.

We apologize in advance for any unforeseeable difficulties and ask for your patience as we navigate unprecedented conditions.

1. **CALL TO ORDER AND SIGNING OF THE VISITOR'S REGISTER**
   Ms. Susan Zibrat, President

2. **EXECUTIVE SESSION**
   A. Motion to Recess Open Meeting and Hold an Executive Session for: 5

   1. Discussion or Consultation with Designated Representatives and Legal Counsel of the Public Body for Legal Advice Related to Litigation Related to the District Property Located in Rancho Vistoso Pursuant to A.R.S. §38-431.03(A)(3) and (4), and
   2. Discussions or Consultations with Designated Representatives of the Public Body in Order to Consider Its Position and Instruct Its Representatives Regarding Negotiations with Employee Organizations Pursuant to A.R.S. §38-431.03(A)(5).

3. **RECONVENE PUBLIC MEETING AT APPROXIMATELY 5:45 P.M.**

4. **PLEDGE OF ALLEGIANCE**
   Harelson Elementary School Students

5. **RECOGNITION OF STUDENT ART**
   Harelson Elementary School Students

6. **ANNOUNCEMENT OF DATE AND TIME OF THE NEXT SPECIAL GOVERNING BOARD MEETING**
   Tuesday, February 23, 2021 at 5:30 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ, 85705, in the Leadership and Professional Development Center, SE Entrance and Parking.

7. **RECOGNITIONS**
   A. Recognition of Amphitheater High School Superintendent's Student Advisory Council 6
   B. Presentation of Distinguished Service Awards 7
   C. Recognition of Finalists for Amazing Teacher of the Year Award from University of Arizona Online 8
   D. Recognition of National Board Certified Teacher Recipients 9
   E. Recognition of Finalist for Presidential Awards of Excellence in Math and Science Teaching 10
   F. Recognition of 2021 United Way Literacy Champion Finalists 11

8. **PUBLIC COMMENT**

9. **INFORMATION[1]**
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B. Status of Bond Projects 61
C. Periodic Legislative Review 67

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B. Approval of Personnel Changes 107
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F. Approval of Minutes of Previous Meeting(s) 117
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N. Approval of School Facilities Board (SFB) Grant for Amphitheater High School Central Plant 1 HVAC Controls Repair 153
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11. **STUDY**
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1. Employee Working Conditions Related to Policy GBB (Staff Involvement in Decision Making) and
2. Revisions to Governing Board Policy GCQA (Reduction in Force)
B. Review of Draft District Calendar for School Year 2022-2023 187

12. **STUDY/ACTION**
A. Adoption of Resolution Authorizing the Issuance & Sale of School Improvement Bonds of the Amphitheater Unified School District No. 10 of Pima County, Arizona 189

13. **PUBLIC COMMENT**

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

15. **ADJOURNMENT**

In addition to display at various locations, copies of each agenda are available 24 hours prior to the meeting in the Records Department (Room 114), Wetmore Center, 701 West Wetmore Road, Tucson, Arizona. 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.

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If you need special accommodations, please call the Governing Board office: (520) 696-5158

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GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 9, 2021**

TITLE: **Executive Session**

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

1. **Discussion or Consultation with Designated Representatives and Legal Counsel of the Public Body for Legal Advice Related to Litigation Related to the District Property Located in Rancho Vistoso Pursuant to A.R.S. §38-431.03(A)(3) and (4), and**
2. **Discussions or Consultations with Designated Representatives of the Public Body in Order to Consider Its Position and Instruct Its Representatives Regarding Negotiations with Employee Organizations Pursuant to A.R.S. §38-431.03(A)(5).**

BACKGROUND:

Administration requests the Governing Board convene an executive session pursuant to A.R.S. §38-431.03(A)(3) and (4) for discussion and guidance with the General Counsel and designated representatives of Administration on District-related legal matters. The Board may also wish to convene an executive session pursuant to A.R.S. § 38-431.03(A)(5) for discussion or consultation regarding matters related to meet and confer.

RECOMMENDATION:

This item is presented for the Board's discussion and direction to its legal counsel and representatives.

INITIATED BY:

Michelle H. Tong, J.D.,
Associate to the Superintendent and General Counsel

Date: February 1, 2021

Todd A. Jaeger, J.D., Superintendent

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 9, 2021**

TITLE: **Recognition of Amphitheater High School Superintendent's Student Advisory Council**

BACKGROUND:

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

Their input during group discussions, and their concern for Amphi High, provide the students and Superintendent an opportunity to talk informally about student issues and concerns. We know students have busy school, work, and extra-curricular schedules. Taking the time to discuss issues that are important to their peers is a clear indication that council members care about their school. The Board recognizes Amphitheater High School's Superintendent's Student Advisory Council Members:

Mia Hernandez	Ashley De La Rosa Castaneda
Jesus Romo Moreno	Brandon Fimbres Velasquez
Cristian Torres	Carlos Ybarra
Keagan Haynes	Andres Espinoza-Zasada
Jocelyn Mullen	Persia Pablo
Blanca Torres	Jayla Rivers
	Xavier Ruiz

RECOMMENDATION:

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

INITIATED BY: **Date: January 29, 2021**

Todd A. Jaeger, J.D., Superintendent

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 9, 2021**

TITLE: **Presentation of Distinguished Service Award**

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

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

- Alma Salazar, Parent Educator, Parents as Teachers
- Thomas Holaday, Teacher, La Cima Middle School

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

INITIATED BY:

Michael Bejarano
Associate Superintendent for Secondary Education

Date: January 19, 2021

Todd A. Jaeger, J.D., Superintendent

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 9, 2021**

TITLE: **Recognition of Finalists for Amazing Teacher of the Year Award from University of Arizona Online**

BACKGROUND:
Ms. Julie Ramsey from Amphitheater High School and Mr. Toru Tagawa from Canyon del Oro High School have been named finalists for the prestigious Amazing Teacher of the Year Award from University of Arizona Online.

The Amazing Teacher of the Year Award recipient is selected by a panel of representatives from districts throughout Southern Arizona. The decision is based on a variety of judging criteria including; excellence in teaching preparation and experience, leadership ability, participation in co-curricular or extracurricular activities involving students, innovation or unique teaching practices, evidence of successful teaching, recognition by colleagues, and community involvement.

All nine of the finalists will be honored at a banquet held this spring at the University of Arizona's Hall of Champions, where the Teacher of the Year will be announced.

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

INITIATED BY:

Michelle Valenzuela

Michelle Valenzuela, Communications Director **Date: February 2, 2021**

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 9, 2021**

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

BACKGROUND:
National Board Certified Teachers (NBCT) are nationally recognized as being among the best teachers in the profession. This year, Amphitheater Public Schools is proud to recognize three outstanding teachers who have earned their certification:

Marian Johnson, Amphitheater High School
Jill Menaugh, Ironwood Ridge High School
Danielle Swartz, Innovation Academy

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

INITIATED BY:

Michelle Valenzuela

Michelle Valenzuela, Communications Director **Date: February 2, 2021**

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 9, 2021**

TITLE: **Recognition of Finalist for Presidential Awards of Excellence in Math and Science Teaching**

BACKGROUND:
The Presidential Awards for Excellence in Mathematics and Science Teaching (PAEMST) is the highest recognition that a kindergarten through 12th grade science, technology, engineering, mathematics, and/or computer science teacher may receive for outstanding teaching in the United States.

Robyn Yewell, fifth-grade teacher at Harelson Elementary, was named the Arizona winner and is the sole finalist representing the State of Arizona for this award. She will be honored at the Arizona Department of Education board meeting on February 22, 2021 and will learn in August if she is a national winner of this prestigious honor.

According to the Presidential Awards organization, teachers who earn this award reflect the expertise and dedication of the nation's teaching corps, and they demonstrate the positive impact of excellent teachers on student achievement.

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

INITIATED BY:

Michelle Valenzuela

Michelle Valenzuela, Communications Director **Date: February 2, 2021**

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 9, 2021**

TITLE: **Recognition of 2021 United Way Literacy Champion Finalists**

BACKGROUND:
For the past five years, the United Way has presented two early childhood educators teaching in preschool through third grade with their Literacy Champion Award. The United Way defines a Literacy Champion as a local classroom educator who has gone above and beyond to improve literacy in our community.

This year, the Amphitheater District is proud to have two finalists for the award: Haley Carolin from Keeling Elementary School and Jennifer Campbell at Prince Elementary School.

The United Way will recognize our teachers at their annual breakfast, which will be held virtually on February 25, 2021.

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

INITIATED BY:

Michelle Valenzuela

Michelle Valenzuela, Communications Director **Date: February 2, 2021**

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 9, 2021**

TITLE: **Superintendent's Report: Update on Pandemic Conditions**

BACKGROUND:
The Superintendent will be providing a review of recent and future activities in the District and community. The Superintendent will also review pandemic conditions and data and their impact on school operations.

RECOMMENDATION:
This item is presented for the Board's information.

INITIATED BY: **Date: February 3, 2021**

Todd A. Jaeger, J.D., Superintendent

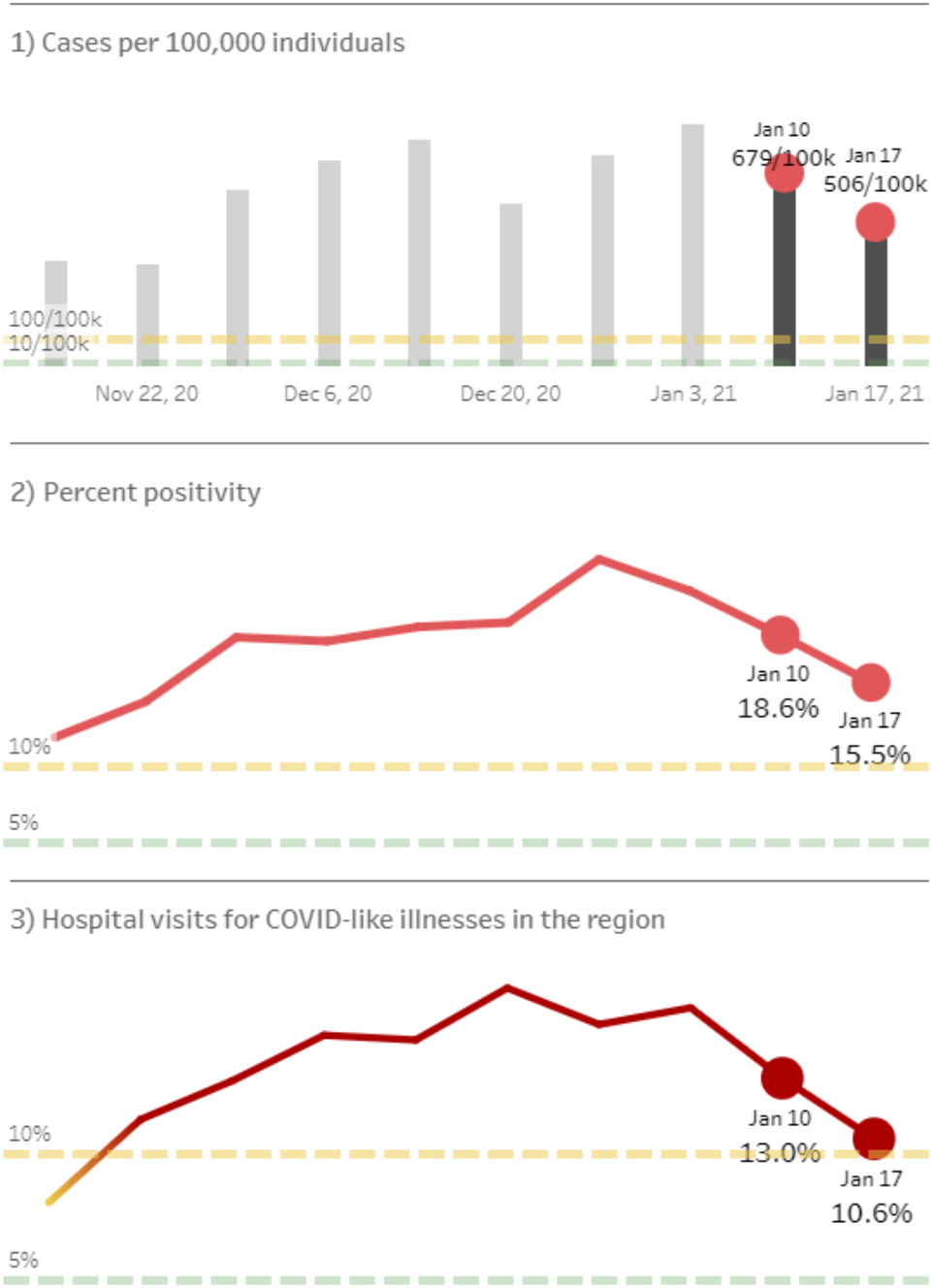
AMPHITHEATER
Public Schools

Superintendent's Report

Governing Board Meeting

February 9, 2021

Amphitheater Public Schools
PORTRAIT OF A GRADUATE



Cases per 100,000 of Pima County Population:

- December 27: 732
- January 3: 835
- January 10: 679
- January 17: 506

Percent Positivity

- December 27: 23.5%
- January 3: 21.7%
- January 10: 18.6%
- January 17: 15.5%

Hospital Visits for COVID Symptoms

- December 27: 14.7%
- January 3: 14.8%
- January 10: 13.0%
- January 17: 10.6%

AMPHITHEATER Public Schools

The Metrics

PCHD Indicator: Disease Data

	Criteria not met	Progress	Criteria met
Cases over two consecutive weeks (with complete reporting of cases)			
Percent Positivity			
COVID-19 like illness			

AMPHITHEATER Public Schools

The Metrics

PCHD Indicator: Healthcare System Availability

	Criteria not met	Progress	Criteria met
Lab Testing Availability and Utilization			✓
Adequate hospital bed capacity to care for 2X the current COVID cases (+ surge) – Statewide	✓		
Sufficient Personal Protective Equipment (PPE) for Emergency Responders		✓	

AMPHITHEATER Public Schools

The Metrics

PCHD Indicator: Public Health Tracking and Prevention

	Criteria not met	Progress	Criteria met
Timely case investigation			
Testing of symptomatic contacts within 48 hours			
Facilities/support for patients who can't be discharged home – Statewide			

AMPHITHEATER Public Schools

Statewide School Guidance: Virtual*/Remote Model For ALL Counties

County	Recommended School Delivery Model
Apache	Virtual
Cochise	Virtual
Coconino	Virtual
Gila	Virtual
Graham	Virtual
Greenlee	Virtual
La Paz	Virtual
Maricopa	Virtual
Mohave	Virtual
Navajo	Virtual
Pima	Virtual
Pinal	Virtual
Santa Cruz	Virtual
Yavapai	Virtual
Yuma	Virtual

*Virtual = distance learning with onsite support services (azhealth.gov/schoolsCOVID19 -- 2/4/21)

AMPHITHEATER Public Schools

School Reopening: Monday, February 15 In Hybrid Mode

AMPHITHEATER Public Schools

Why Hybrid Now?

Beyond the Metrics

- The metrics only tell part of the story
- Numbers vs. their meaning and relevance
- We know so much more now – constant evolution
  - Experience – in Amphi and more broadly
  - More finite data – more discerning
  - More research
  - More guidance – the CDC

AMPHITHEATER
Public Schools

New CDC Guidance Forthcoming; Based on Research Study

- By March 25, 2020: all K-12 public schools in the US had closed for in-person instruction.
- *Arizona began state-ordered school closures on March 15.*
- After initial closures, many schools shifted to online education for the remainder of the school year.
- *Arizona schools ended the year in remote learning by gubernatorial order.*

- Throughout the Fall 2020 term, educational delivery modes varied greatly across the country. Of nearly 14,000 districts studied by CDC:
  - 24%were fully online;
  - 51% were using a hybrid model; and
  - 17% were fully open for in-person instruction.
  - Some districts had parent opt out options.
  - 51% of districts operated school sports programs.

AMPHITHEATER Public Schools

What CDC Researchers Have Found

- Planning for the current school year involved much uncertainty about the risk of transmission in schools.
- Appropriate evaluation of the risks of attending school in person was hampered by what was then limited information about transmission
- We certainly understood that closing schools could adversely affect students academically, mentally and physically.
- But we lacked sufficient knowledge about the medical risks of opening.
- With a solid year of experience and data now, we know more.
- *"As many schools have reopened for in-person instruction in some parts of the US as well as internationally, school-related cases of COVID-19 have been reported, but there has been little evidence that schools have contributed meaningfully to increased community transmission."*[22]

AMPHITHEATER Public Schools

Specific Findings

- In a Mississippi case-control study of COVID exposures among children aged 0 through 18 years, researchers found an increased infection rate associated with children having attended family gatherings, social functions outside the home, and having visitors in the home; however, in-person school attendance was not a contributing factor.
- In 11 North Carolina school districts of more than 90,000 students and staff, schools were open for in-person education for 9 weeks this past fall. During this time, school transmissions were very rare (32 infections) vs. 773 community-acquired infections. There were NO cases of student-to-staff transmission.

Specific Findings

- In a CDC report dated January 26, 2021, 17 K-12 schools in Wisconsin with high mask-wearing compliance (comprising 4,876 students and 654 staff), had a lower COVID-19 infection rate than in the community at large. During 13 weeks in the fall of 2020, there were 191 COVID-19 cases in staff and students, but only 7 of these cases resulted from in-school transmission.
- A European Centre for Disease Prevention and Control report from December 2020 included findings from 17 country-level surveys school-based clusters of epidemiologically linked COVID cases were small (and could often not be linked to in-school transmission. This led investigators to conclude that these data, together with the observation that rates of infection among teachers and non-teachers in the general population were generally similar, indicated that schools were not associated with accelerating community transmission.

Specific Findings of When Spread Can Occur

- In Israel, within 2 weeks of schools reopening in mid-May 2020, a large high school outbreak occurred when 2 students with epidemiologically unrelated infections attended classes while mildly symptomatic. Testing of more than 99% of at-risk students identified 153 student and 25 staff cases of SARS-CoV-2 infection. Contributing factors to this outbreak:
  - crowded classrooms
  - insufficient physical distancing
  - prevalent exemptions from face mask use
  - continuous air conditioning that recycled interior air in closed rooms during a heat wave

Specific Findings of When Spread Can Occur

- Some school-related activities have increased the risk of COVID transmission among students and staff. Outbreaks among U.S. high school athletic teams suggest that contact during both practices and competition, and at social gatherings associated with team sports, increase risk.
- On January 26, 2021, a CDC report reviewed the initial investigation of an outbreak associated with a high school wrestling tournament that occurred in December 2020 involving 130 student-athletes, coaches, and referees. Among the 130, 30% had laboratory-confirmed SARS-CoV-2 infection diagnoses, but less than half the participants were tested.
- At least 446 contacts from these cases were identified. Secondary transmission occurred among household contacts and other contacts and 1 death was reported, but the full investigation of secondary transmission is ongoing.

Conclusion:

The preponderance of available evidence from the fall school semester has been reassuring in demonstrating that the kind of spread seen elsewhere in other settings and widely-reported, has not been reported in education settings in schools.

Honein MA, Barrios LC, Brooks JT. Data and Policy to Guide Opening Schools Safely to Limit the Spread of SARS-CoV-2 Infection. JAMA. Published online January 26, 2021. doi:10.1001/jama.2021.0374

Recent Surveys

We sent four surveys last week. We surveyed parents about their thoughts on four learning models and on interest in summer programs. We surveyed employees on the same learning models as well as COVID-19 vaccinations. We also surveyed our substitutes about their availability during hybrid and their vaccine status.

4,004 ➡ Family Survey

1,256 ➡ Employee Learning Model Survey

1,463 ➡ Employee Vaccine Survey

152 ➡ Substitute Survey

Learning Model

FAMILIES

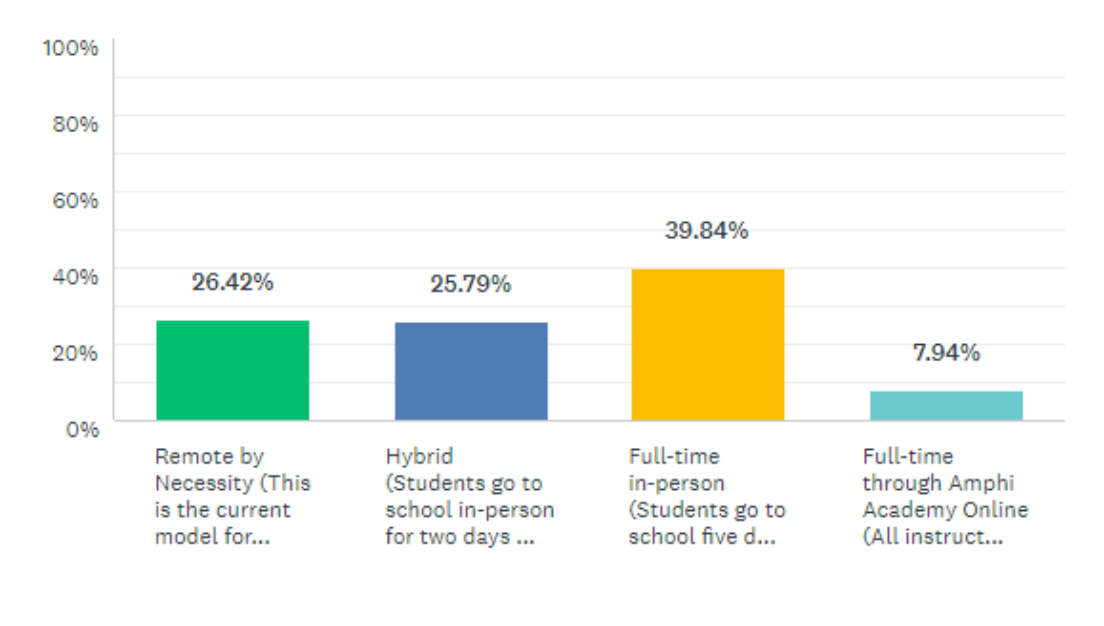
ANSWER CHOICES	RESPONSES	
Amphi Academy Online K-5	5.88%	235
Amphi Academy Online 6-12	5.88%	235
Amphitheater High School	4.55%	182
Amphitheater Middle School	2.63%	105
Canyon del Oro	20.21%	808
Copper Creek	4.33%	173
Coronado K-8	7.05%	282
Cross	10.73%	429
Donaldson	1.93%	77
Harelson	7.00%	280
Holaway	1.20%	48
Innovation Academy	6.18%	247
Ironwood Ridge	21.01%	840
Keeling	0.98%	39
La Cima	2.28%	91
Mesa Verde	4.08%	163
Nash	0.60%	24
Painted Sky	5.58%	223
Prince	1.10%	44
Rillito	0.40%	16
Rio Vista	1.18%	47
Walker	2.40%	96
Wilson K-8	12.75%	510
Other (please specify) Responses	0.95%	38

EMPLOYEES

ANSWER CHOICES	RESPONSES	
Amphi Academy Online K-5	1.60%	20
Amphi Academy Online 6-12	1.28%	16
Amphitheater High School	7.27%	91
Amphitheater Middle School	4.32%	54
Canyon del Oro	7.51%	94
Copper Creek	4.16%	52
Coronado K-8	5.20%	65
Cross	4.56%	57
Donaldson	3.68%	46
Harelson	3.04%	38
Holaway	3.84%	48
Innovation Academy	2.80%	35
Ironwood Ridge	7.75%	97
Keeling	3.20%	40
La Cima	3.84%	48
Mesa Verde	3.92%	49
Nash	2.56%	32
Painted Sky	3.68%	46
Prince	3.92%	49
Rillito	2.72%	34
Rio Vista	3.04%	38
Walker	3.28%	41
Wilson K-8	6.63%	83
Transportation	2.64%	33
Food Service	1.04%	13
Wetmore or Other Non-school Administrative Building	6.79%	85
Other (please specify)	2.80%	35

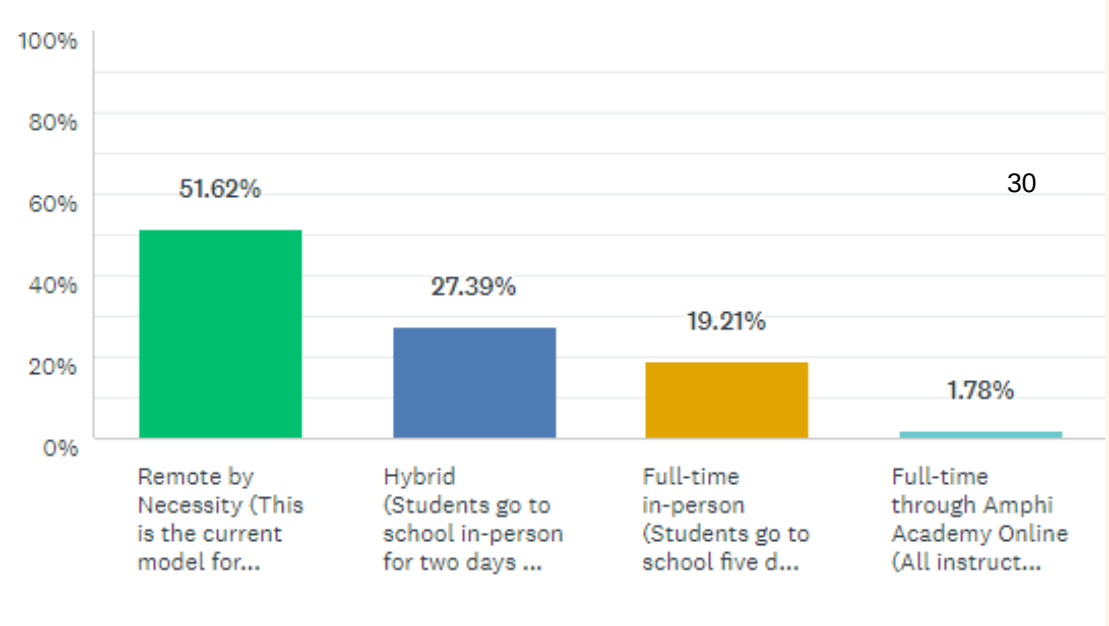
FAMILIES

Given the current conditions with the COVID-19 pandemic, which educational model do you prefer for your children? For the most recent information on those conditions, please visit the Pima County Health Department website.



EMPLOYEES

Given the current conditions with the COVID-19 pandemic, which educational model do you support in the near future? For the most recent information on those conditions, please visit the Pima County Health Department website.



FAMILIES

The survey included an opportunity to leave comments about learning model choices. Here are a few that are representative. Answers in bold reflect a significant number of similar responses.

- **It’s time for students to return to the classroom. Staying home is doing more damage. They need a proper education with in-person instruction, so they can build relationships with their teachers. They need socialization, physical activity, clubs, and sports.**
- Feel very comfortable with the way Amphitheater has handled this situation so far and would have not problem if my child could go full time. I selected hybrid just because it seems it would be easier for educators right now.
- I work during school hours and my husband is going crazy dealing with three kids in school and one too young for school all at once. I'm working from home I can hear him losing his mind and can't help him with the kids. Super stressful and causing family fights.
- **Give us the chance to send our kids back to school.**
- Give the option of in classroom and online until COVID is under control. AAO does not offer the same classes as the high school.
- **I think we need to give the teachers the opportunity to have the second vaccine since rollout for them was delayed. Or after the spring break period so they can prepare.**
- **I want them to go back but I want them to be safe, too.**
- My son has suffered mentally very much because of this online and hybrid mode of school. CDC has stated that kids can and should be in school and they are safe to do so.

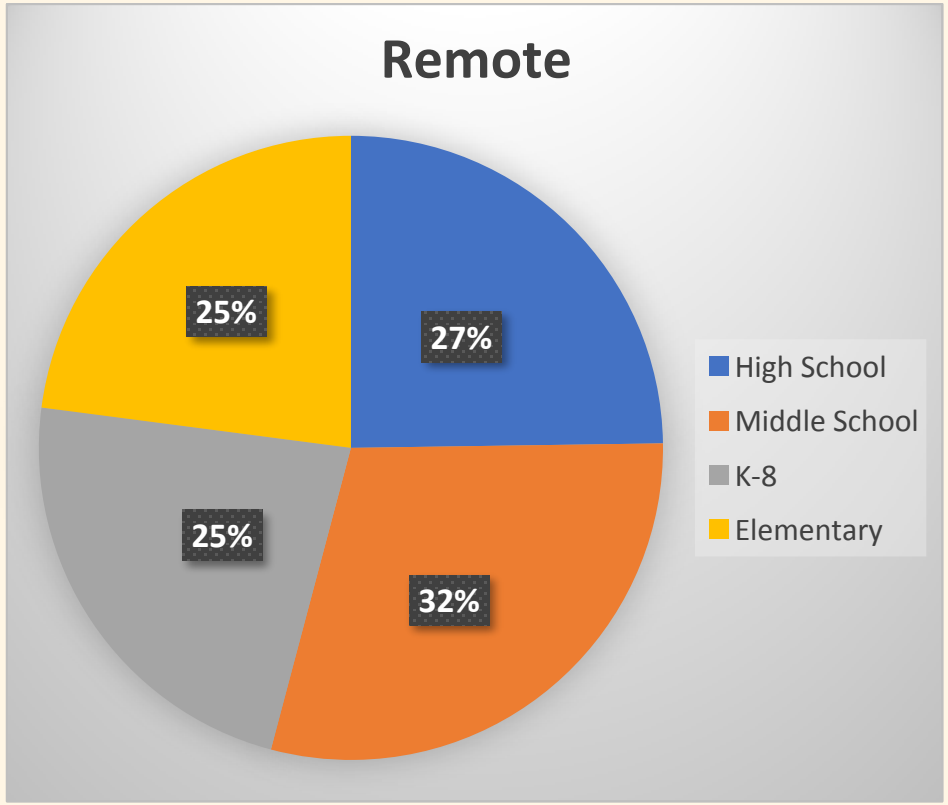
EMPLOYEES

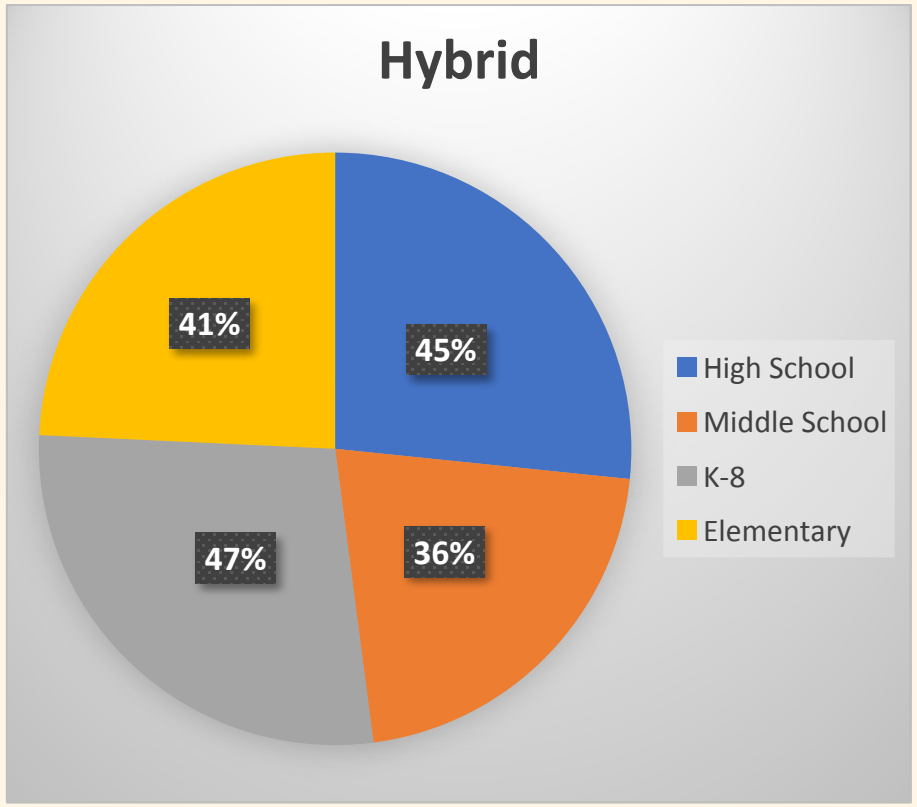
The survey included an opportunity to leave comments about learning model choices. Here are a few that are representative. Answers in bold reflect a significant number of similar responses.

- **I am very nervous about returning to in-person learning before teachers have had a chance to get their second shots. Please, please give us a chance to protect ourselves and our families before returning to in-person learning.**
- Ideally I would wish for students going in person daily with reduced class size and optional online classes to catch up with what they missed during this chaos, where possible. Also provide counseling services for all students, employees and parents.
- Although I want to be in person with my students, I feel the amount of time I am able to give them and the content we are able to effectively cover is more substantial during remote learning (when compared to hybrid).
- Hybrid with students required to live Zoom on their "at home" days for 5 days of instruction.
- Full-time in person for preschool special ed. (with reduced class sizes)
- **Remote By Necessity through Spring Break then Full-Time in-person, dependent upon COVID-19 metrics.**
- I love Hybrid and would love to return to that for the rest of the school year. Considering the Covid numbers right NOW, I feel remote is still the safest.
- **When all (that chose to) employees have been vaccinated, then return full time.** After spring break?
- **Based on the Pima County Health Department recommendations**
- I am not in favor of teaching in person and teaching on Zoom at the same time.

FAMILY RESPONSES BY SCHOOL LEVEL

The following charts show the percentages of families who have children in each of the grade levels who chose their preferred learning model. Note that families who have children at multiple school levels are counted for each school level. This is why the numbers don't add up to 100 percent.





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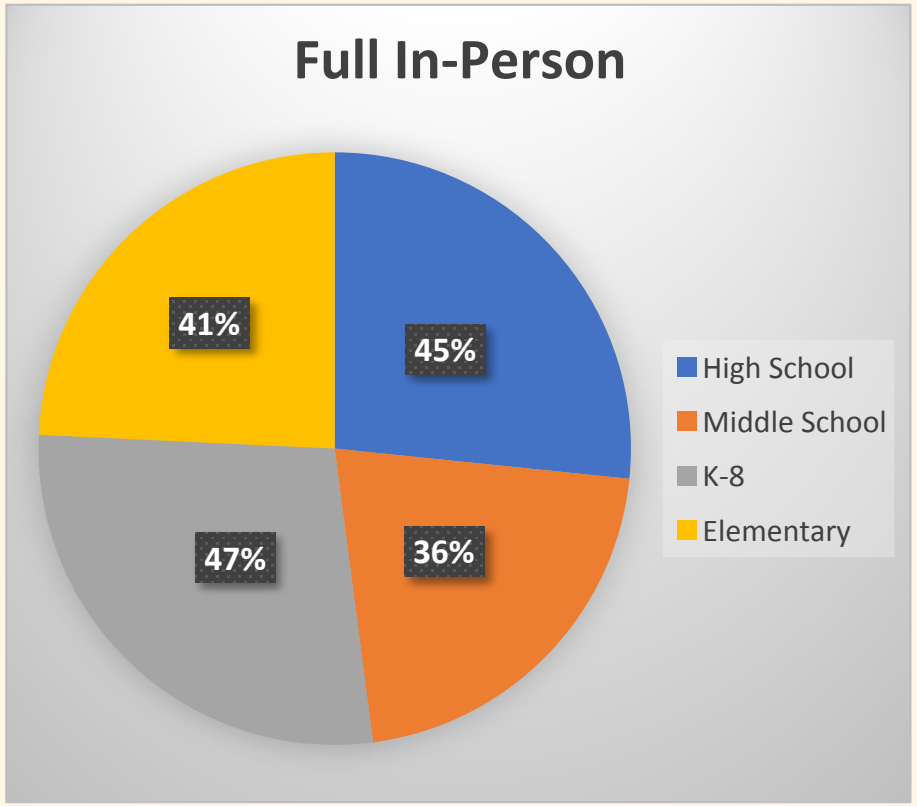
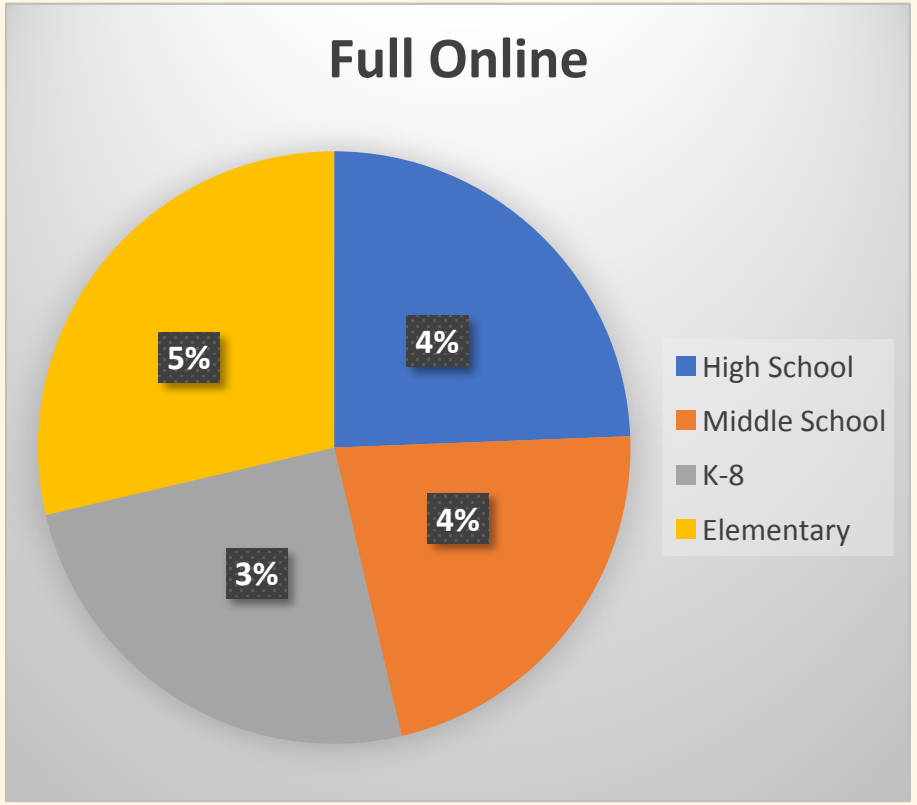
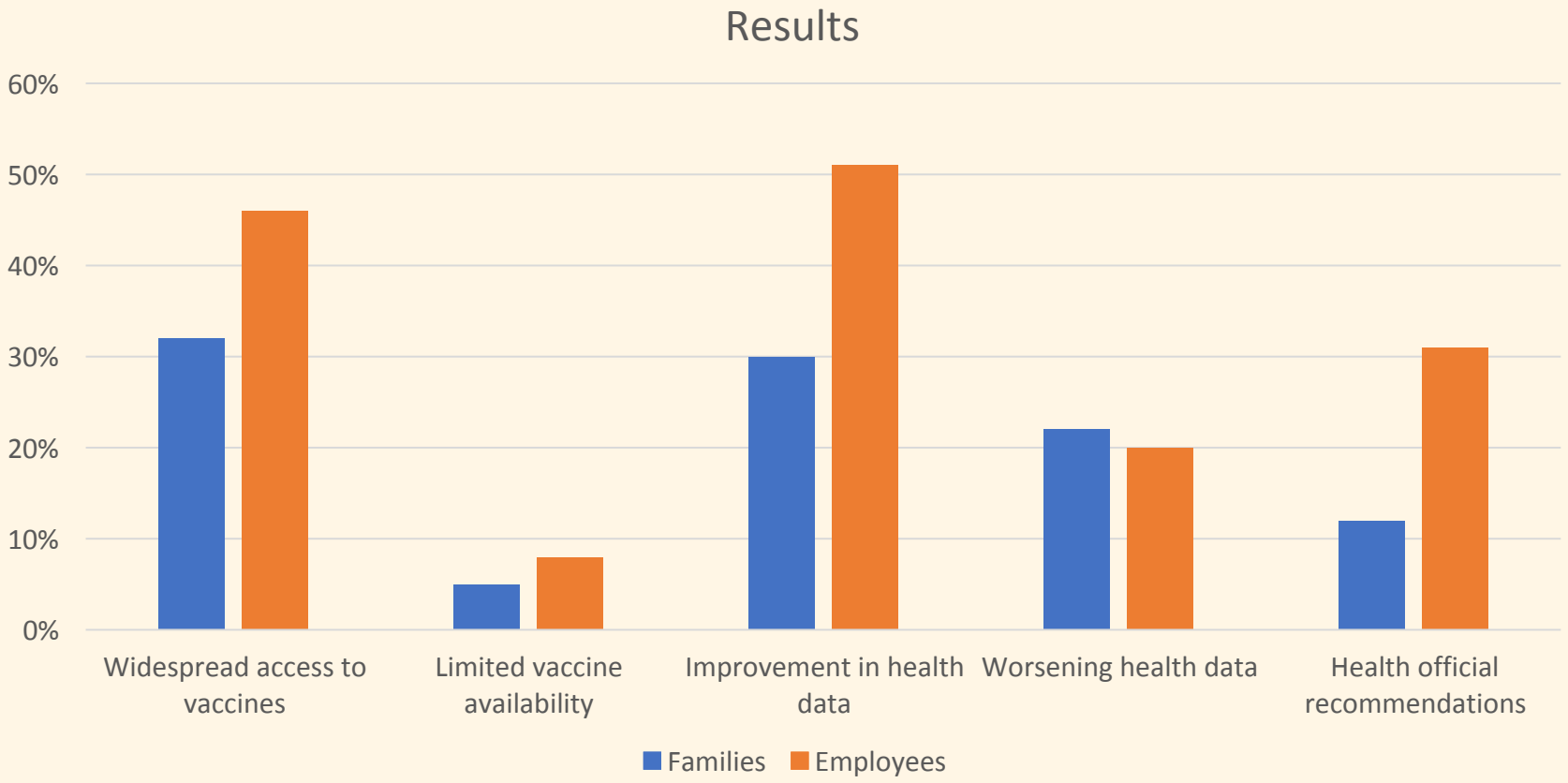




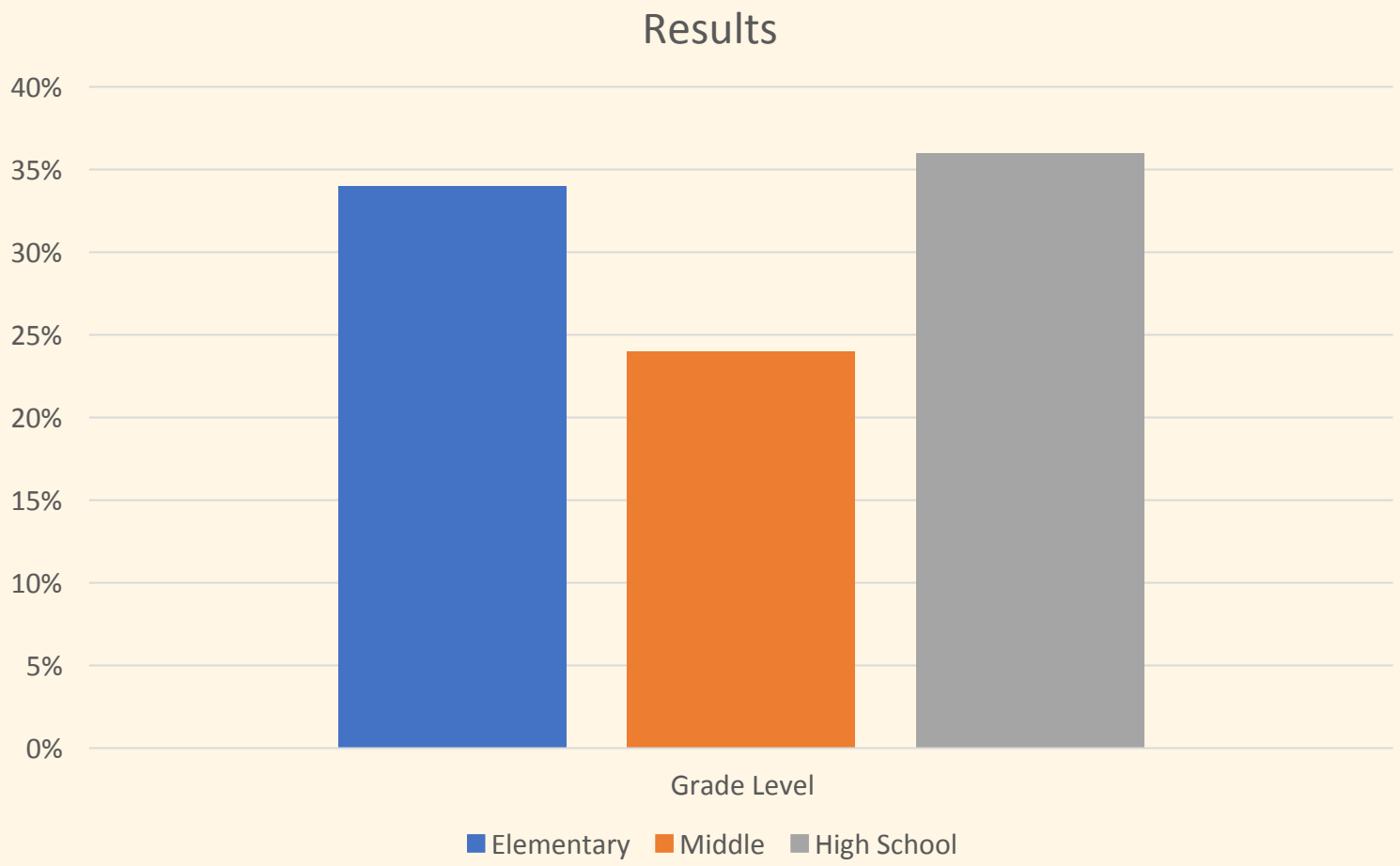
Learning Model

We also asked families and employees to tell us what factors might change their choices of learning model. Note: Participants were permitted to chose more than one reason.



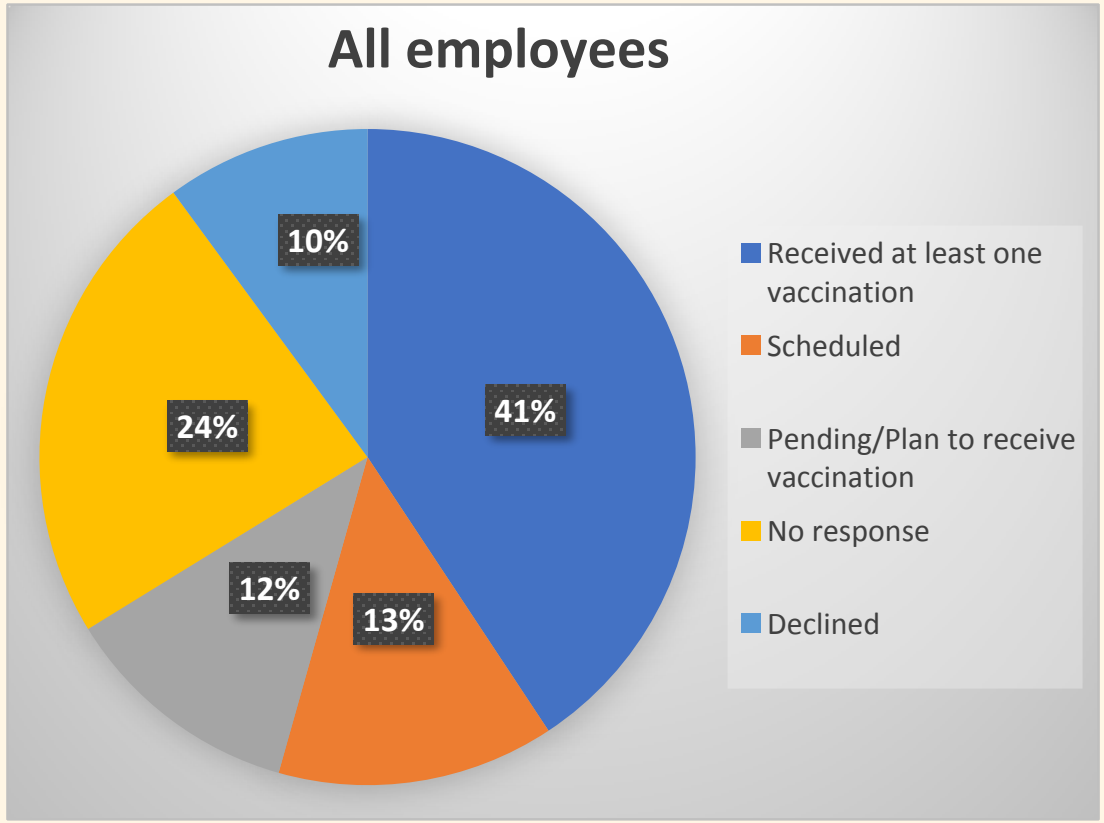
Summer Programs

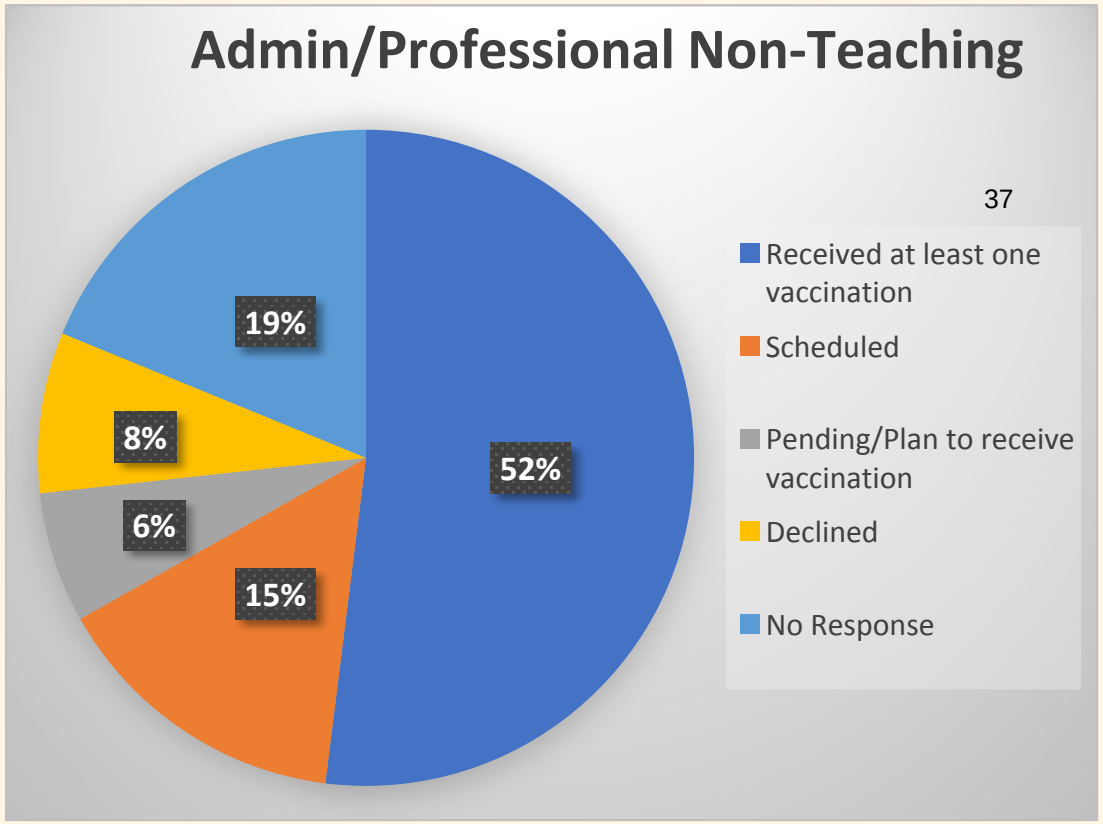
Q: FAMILIES: We asked families if they would be interested in summer sessions to help students prepare for next year.



Vaccine Survey

Q: We asked 1,905 employees to tell us their vaccine status. The survey is ongoing, but here are the results thus far.





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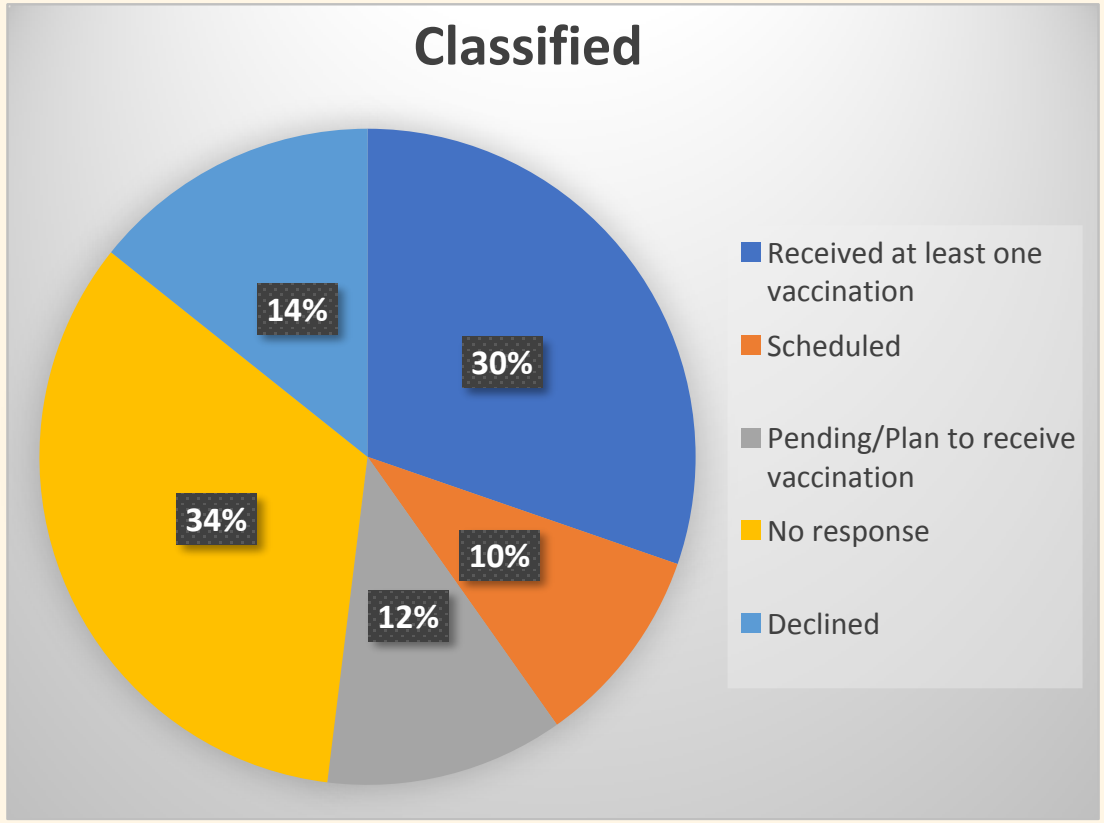
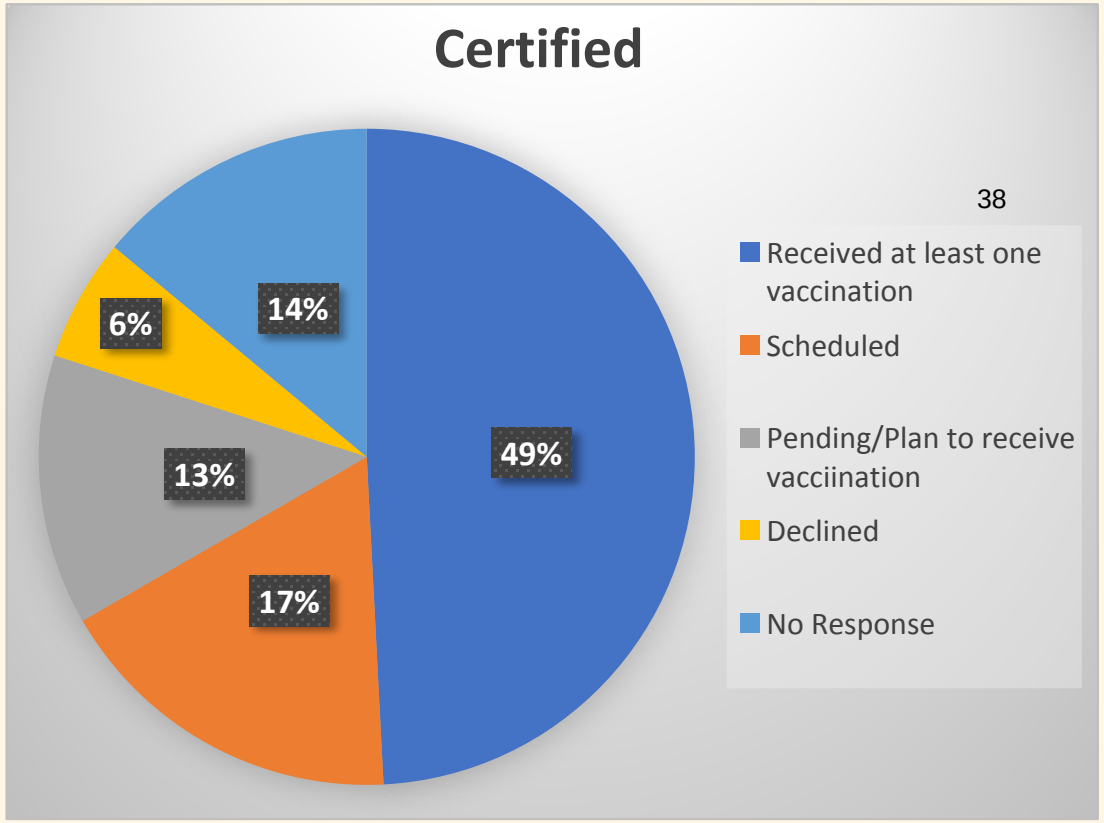
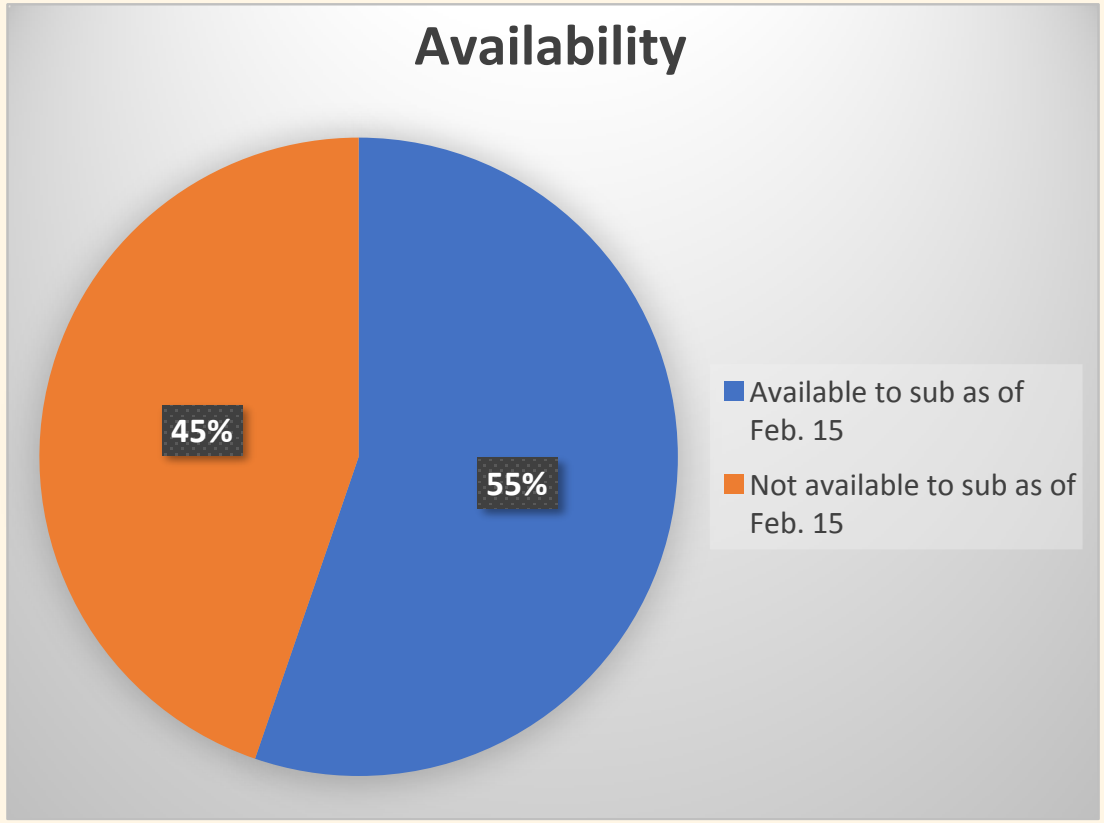
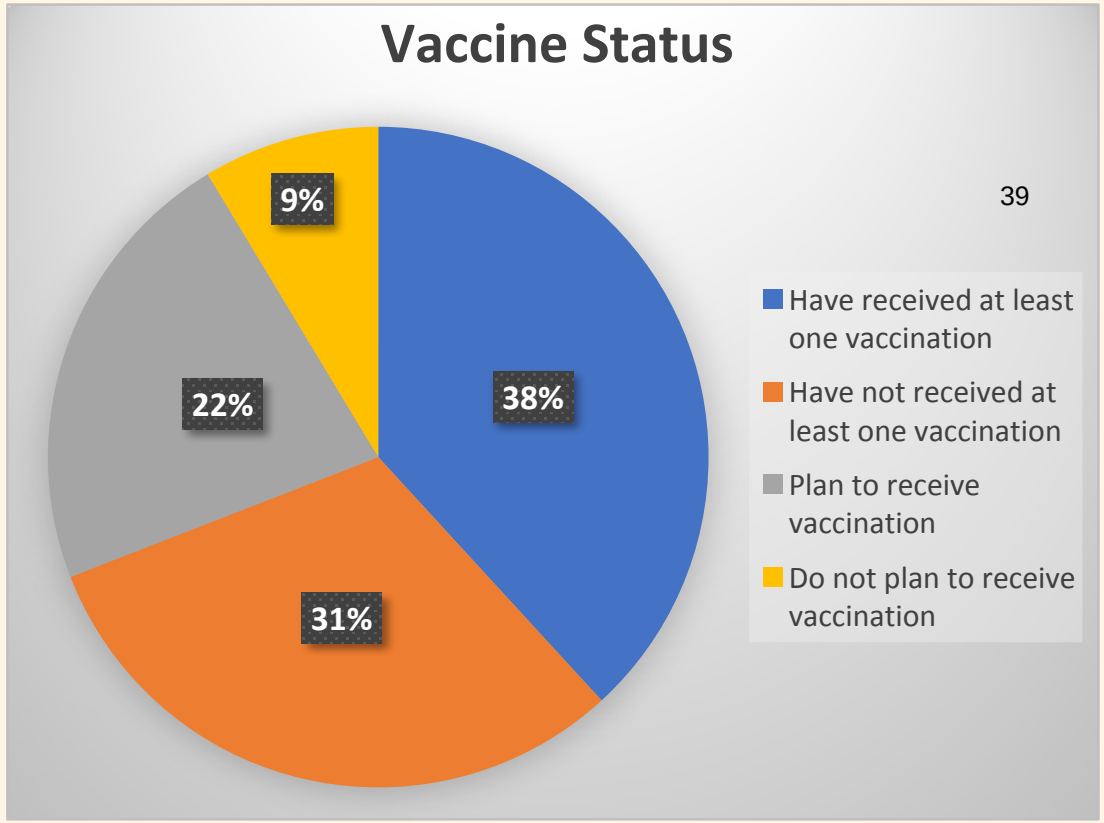




Substitute Survey

Q: We asked 390 individuals labeled as substitutes about their availability to sub and about their vaccine status.





SUBSTITUTES

The survey included an opportunity for substitutes to leave comments. Here are a few that are representative. Answers in bold reflect a significant number of similar responses.

- I receive my first of two vaccine shots on the 16th of February so I really wouldn't feel comfortable returning to work any sooner than after spring break.
- **Do not want to be in the classroom until I have been vaccinated.**
- I want to have my second vaccine before going into the classroom. I have had the first one.
- Uptick in exposure to virus amongst students, school staff, and faculty due to students not being vaccinated. Not all faculty and staff have been able to receive a vaccine yet. Parents/guardians and students knowingly attend school when ill.

Perception is *real*.

Every perception is appreciated and valued.

Not every perception can determine outcomes.

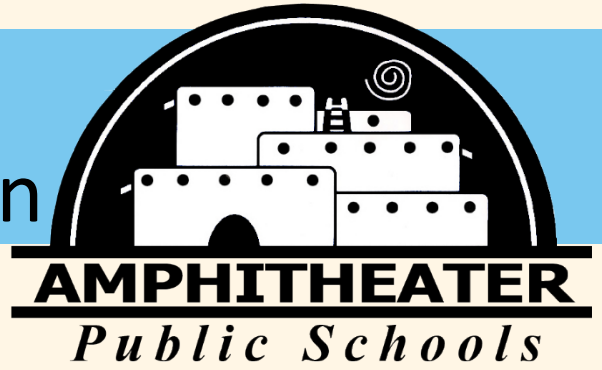
It is time to reopen again.
We will do so safely.
We will do so intelligently.

We will do so for our students and ourselves.

AMPHITHEATER
Public Schools

Reopening and Beyond

Mike Bejarano
Associate Superintendent for Secondary Education



Secondary Education – Return to Hybrid

- Cohort schedule stays the same
- Meeting with students in-person or through Zoom on a daily basis. Cohorts 1 & 2 will meet together via Zoom on Wednesdays.
- Principals are reporting that a number of teachers have called out starting on February 15th. As of today, we have full coverage but there is future concern due to the lack of substitutes.

Hybrid Schedule Secondary

Mondays	Cohort #1 (In-Person)
	Cohort #2 (Zoom)
Tuesdays	Cohort #1 (Zoom)
	Cohort #2 (In-Person)
Wednesdays	Zoom Live Instruction / Google Classroom (Cohort 1 & 2)
Thursdays	Cohort #1 (In-Person)
	Cohort #2 (Zoom)
Fridays	Cohort #1 (Zoom)
	Cohort #2 (In-Person)

R.I.S.E. Program

Objectives:

- Assist students who failed a Core Content Course in Fall 2020
- Credit recovery
- Help students pass the 2nd semester of the Core Content Course failed in 1st semester
- Help students graduate on time
- Help students perform better on state-mandated exams

Identifying Students and Class Sizes:

- Credit deficient Seniors would have priority
- Juniors, Sophomores, then Freshmen would follow
- Student must have already taken and failed course
- Optimal class sizes would be 15 students per section to allow for necessary interventions to be delivered by teachers
- Minimum number of students would be 10 per section

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Public Schools

Scheduling, Hours, and Attendance:

- Wednesday, March 3rd through Saturday, May 1st
- Wednesdays from 4:00 p.m. – 7:00 p.m. and Saturdays from 9:00 a.m. – 2:00 p.m.
- Live, in-person, using Chromebooks or computer labs at schools
- Teachers will monitor students to ensure sufficient progress weekly in order for them to be successful

AMPHITHEATER Public Schools

Course Offerings:

- English: 9th- 12th grade
- Math: Algebra I & II, Financial Algebra, Geometry
- Science: Biology, Chemistry, Physics
- Social Studies: Economics, Government, History (U.S. & World)

AMPHITHEATER
Public Schools

Transportation and Food Service:

- Grab and Go Meals
- Transportation may be provided depending on student need

Summer Learning:

- Committee meetings begin this week
- To assist students who were unable to complete/participate in Amphitheater's Summer School Program 2020, who may need courses for credit recovery, who are motivated to advance in their course work, who are interested in enrichment courses, or are interested in transition courses to support their movement from middle school to high school
- Our focus for Summer Learning 2021 needs to feel and look different from previous Summer School experiences

Dr. Roseanne Lopez
Associate Superintendent for Elementary Education

AMPHITHEATER Public Schools

Preparation for Return to Hybrid Model

- Managing time periods for teachers to go to get their first and/or second vaccine
- Securing a daily “roaming” substitute at each school site
- Elementary added a concurrent “Check and Connect” ZOOM session in the morning each day
- Principals are reviewing mitigation protocols with all staff prior to February 15th

Positive Observations

- Teachers will have in person contact with students
- Students get a chance to work and play with their peers
- Teachers will be able to make immediate instructional adjustments and give immediate feedback

Amphi Academy Online Update

Elementary Update

Current Enrollment: 666

Waiting List: 44

Middle School Update

Current Enrollment: 293

Waiting List: 0 (Currently at capacity)

High School Update

Current Enrollment: 561

Waiting List: 0 (Currently at capacity)

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Public Schools

Preparations for “Amp Up!” Summer Learning (Elementary)

Development

A Design Team is developing ideas and Focus Groups will review the design. Teams of teachers and others will develop/locate curriculum and materials.

Getting Ready/Eligibility

- Test scores from the winter NWEA MAP testing
- Data from the software we are currently using
- Teacher observations
- 2020-2021 school engagement/attendance
- Students enrolled in an Amphitheater school during fourth quarter will have priority
- All participants must be enrolled in one of our schools for the 2021-2022 school year in order to attend

Financing through federal “Cares Act” funding.

AMPHITHEATER Public Schools

Amp Up!

AMPHITHEATER
Public Schools

Concept:

Students work toward mastery of standards by reading, writing, working with math, and collaborating with each other to solve real problems. They also MOVE and MAKE, developing the whole child, and moving them forward!

AMP Up Passport (Concept is preliminary….work in progress)

- Students will “visit” various locations in the United States and the world.
- Tasks will be completed during each “visit” (e.g., reading about the location, reading literature about the location, completing a design challenged, making calculations and solving math problems, etc.). Their passport will be “stamped” by their teacher.
- Parents will be invited to view projects and/or performances at the end of the session.

Why a summer program?

- Reengagement of learners
- Reconnection with one another and with schools
- Acceleration rather than remediation…taking learners from where they are to the next step
- Engage youngest learners, jump start into school
- Ignite excitement about the upcoming year

Fall in love with school again!

AMPHITHEATER
Public Schools

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Public Schools

2020-2021 Budget Update
February 9, 2021

Amphitheater Public Schools
PORTRAIT OF A GRADUATE

- Adopted Budget was based upon enrollment of 12,360. December Budget Revision lowered enrollment to 10,950. Current Projected enrollment is 10,849
- Adopted Budget and Staffing was based upon enrollment of 12,360
- Projected Revenue Shortfall of $7.9 million
- Enrollment Stability Grant $5,614,000

AMPHITHEATER
Public Schools

Distance Learning Adjustment
$3,120,605

Legislative Bills:

H2730 & S1774: :PUBLIC SCHOOLS; 2020-2021; 2021-2022; FUNDING

S1433:STUDENTS; DISTANCE LEARNING PLANS; FUNDING

S1510: APPROPRIATION; SCHOOLS; ENROLLMENT STABILIZATION GRANTS

AMPHITHEATER
Public Schools

ESSER II Funding

- Arizona is estimated to receive $1.1 billion
- Amphitheater's estimate grant would be around $11 million

AMPHITHEATER
Public Schools

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 9, 2021**

TITLE: **Status of Bond Projects**

BACKGROUND:
Administration will present the Governing Board with current information on the status of projects funded with Bond monies.

RECOMMENDATION:
For information and discussion only.

INITIATED BY:

Jim Burns, Executive Manager, Operational Support **Date: January 29, 2021**

Todd A. Jaeger, J.D., Superintendent

Status of Bond Projects
02/09/2021 Governing Board Meeting

President Zibrat, Vice President Day, Board Members and Superintendent Jaeger, it is my pleasure to provide you with an update of the projects currently under construction with bond and SFB funding.

AHS:

SFB Projects

300 wing – structural evaluation – design grant approved by SFB	$30,795
Main gym roof replacement – construction grant approved by SFB	$660,070
CP 5 boiler replacement – P.O. issued, boiler ordered	$25,454
CP 1 hot water line leak assessment – excavation to start 1/21	$5,000

CDO:

Bond Projects

HVAC design retrofit in Bldg BN – Dance Studio – 95% complete	$18,000

SFB Projects

Campus roofing phase I $2,662,679

- Bldg E - 100% complete - Bldg JE - 100% complete
- Bldg JW -100% complete - Bldg J - 100% complete
- Bldg K - 100% complete - Bldg D - 100% complete
- Bldg S - 100% complete - Bldg N - 100% complete
- Bldg M - 100% complete - Bldg T - 100% complete

Campus roofing phase II –Bldg P - 35% complete $2,398,313

North gym locker room HVAC replacement - unit removed, curb set $16,610

IRHS:

SFB Projects

Roofing - Bldg A – 100% complete	$4,272,241
- Bldg E – 90% complete – coating in progress	
- Bldg F – 10% complete	
- Bldg B – 60% complete	
- Bldg E-F - weatherization assessment	$28,100
-- design grant – approved by SFB	

AMS:

SFB Projects

HVAC replacement – classroom 810 – P.O. issued, unit ordered	$10,113

Copper Creek:

Bond Projects

Design for staff RR remodel / special needs RR - complete	$7,500
Remodel ADA RR – construction 95% complete	$40,337

SFB Projects

MPR roof assessment – field work complete	$3,240
HVAC Control Repair – EA Grant Approved	$5,217

Cross:

SFB Projects

Roof replacement – design documents 80% complete	$61,406

Donaldson:

SFB Projects

MPR boiler replacement – P.O. issued – mid Feb. delivery date	$18,914

Harelson:

SFB Projects

Funhouse weatherization – design grant submitted to SFB	$9,890

Mesa Verde:

SFB Projects

Roof replacement – bids due 1/27	$42,450

Painted Sky:

Bond Projects

Replace (1) 130 ton chiller with a Quantech high efficiency chiller $142,319

-- contractor ordering materials – install during rodeo break

Rillito:

SFB Projects

Bldg A & D weatherization – assessment inspection testing complete $4,010

Walker:

SFB Projects

HVAC replacement – Classroom 15 – unit ordered $9,994

HVAC replacement – Classroom 5 – complete $10,003

Wilson:

Bond Projects

Fire alarm system replacement - P.O. issued $699,552

-- pre-construction meeting 2/10 – construction start date 3/1

SOMETHING NEW AT EVERY SCHOOL, EVERY YEAR!

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 9, 2021**

TITLE: **Periodic Legislative Review**

BACKGROUND:

This item permits the Governing Board to review and discuss the status of K-12 education-related legislation proposed in the first regular session of the Fifty-fifth Arizona legislature this year. The attachment provided with this item identifies the currently proposed legislation.

RECOMMENDATION:

This item is presented for the Board's information only at this time. No action is required.

INITIATED BY:

Michelle H. Tong, J.D.,
Associate to the Superintendent and General Counsel

Date: February 1, 2021

Todd A. Jaeger, J.D., Superintendent

HOUSE BILLS

HB2005:
TECH CORRECTION; EDUCATION; FEDERAL FUNDS
Minor change in Title 15 (Education) related to disbursement of federal funds. Apparent striker bus.
First sponsor: Rep. Cobb (R - Dist 5)

HB2011:
SCHOOL BUILDINGS; OPENING WINDOWS
Any new school construction or any renovation of a school building that requires windows to be replaced is required to include windows that open.
First sponsor: Rep. Kavanagh (R - Dist 23)
Status: 1/12 referred to House educ.

HB2015:
APPROPRIATIONS; PRESCHOOL DEVELOPMENT GRANTS
Appropriates the following amounts from the general fund in the following fiscal years to the Department of Education to distribute to preschool development grants to eligible providers: $7.5 million in FY2021-22, $15 million in FY2022-23, and $22.5 million in FY2023-24. The legislature intends that the monies first be used to replace federal monies that are no longer available to eligible providers who participated in the preschool development grants program in FY2018-19 or FY2019-20.
First sponsor: Rep. Sierra (D - Dist 19)
Status: 1/21 from House appro do pass.

HB2017:
APPROPRIATION; STEM; LEARNING; WORKFORCE DEVELOPMENT
Appropriates $3 million from the general fund in FY2021-22 to the Arizona Commerce Authority to administer a grant program charged with cultivating STEM learning and STEM workforce development opportunities in Arizona. The legislature intends that the appropriation be considered ongoing funding in future years. By December 31, 2021, the Authority is required to report to the Legislature on distribution of grant monies.
First sponsor: Rep. Udall (R - Dist 25)
Status: 1/21 from House appro do pass.

HB2018:
SCHOOLS; AUDITS; FINANCIAL RECORDS; BUDGETS
School districts and charter schools are required to send a copy of audit reports to the county school superintendent and the Department of Education. The Dept. is required to make the audit reports available on its website. School district and charter school governing boards are required to publicly accept all audits and compliance questionnaires by roll call vote. If a school district fails to establish and maintain the uniform system of financial records, the Auditor General is required to report that district to the State Board of Education, in addition to the Dept., and is required to detail the deficiencies in writing in the report.
First sponsor: Rep. Udall (R - Dist 25)
Status: 1/28 passed House 58-0; ready for Senate.

HB2020:
SCHOOLS; CHILD CARE; REDUCED FEES
A public school that provides or contracts for childcare services is permitted to reduce the fee a public school employee pays for the childcare services if the cost the public school pays for

those services is not grossly disproportionate to the total consideration received from the employee.
First sponsor: Rep. Udall (R - Dist 25)
Status: 1/28 passed House 41-17; ready for Senate.

HB2021:
COLLEGE COURSE CREDIT; DUAL ENROLLMENT
For high school graduation requirements being fulfilled by a college course, the school board is authorized to award up to 1 Carnegie unit for each three semester hours of credit that the student earns in an appropriate college course. High school freshmen and sophomores are permitted to enroll in dual enrollment courses for college credit.
First sponsor: Rep. Udall (R - Dist 25)
Status: 1/28 passed House 58-0; ready for Senate.

HB2022:
SCHOOLS; RESOURCES; SERVICES; CONSOLIDATION GRANTS
The Department of Education is required to conduct a five-year Resource and Service Consolidation Grant Program. County school superintendents are eligible to apply for a grant to consolidate resources and develop new services for all school districts, charter schools, county free library districts, municipal libraries, nonprofit and public libraries, tribal libraries, private schools, tribal schools, juvenile detention centers, and jails within the jurisdiction of the county school superintendent or superintendents. The Dept. is required to award grants by
February 1, 2022, and to disburse grant monies each year for five consecutive years or until the Dept. determines that the consolidation proposal is self-sufficient, whichever is sooner. The Program self-repeals July 1, 2027. Appropriates $10million from the general fund in FY2021-22 to the Dept. for the Program.
First sponsor: Rep. Udall (R - Dist 25)
Status: 1/21 from House appro do pass.

HB2023:
SCHOOLS; EMPLOYEES; EMPLOYMENT; DISCIPLINE
The Department of Education is required to investigate written complaints alleging that a "noncertificated person" (defined as a school district or charter school employee who does not possess a teaching certificate and meets other specified requirements) has engaged in immoral or unprofessional conduct. The State Board of Education is authorized to review a complaint to determine whether to take disciplinary action against a noncertificated person who has engaged in immoral or unprofessional conduct, including prohibiting the person's employment at a school district or charter school for up to five years. Before employing a certificated or noncertificated person, school districts and charter schools are required to conduct a search of the educator information system that is maintained by the Dept. on the prospective employee. School districts and charter schools are prohibited from employing in a position that requires a valid fingerprint clearance card either a certificated person whose certificate has been suspended, surrendered or revoked and not subsequently reinstated, or a noncertificated person who has been prohibited from employment at a school district or charter school by the Board under this legislation.
First sponsor: Rep. Udall (R - Dist 25)
Status: 1/28 passed House 58-0; ready for Senate. Substituted for identical bill 1061, passed Senate 29-0; ready for Governor

HB2024:
CTEDS; INTERNSHIPS; FUNDING
A student enrolled in an internship course as part of a career technical education district (CTED) program is no longer excluded from the student count of the CTED for that course for the purposes of school funding statutes.
First sponsor: Rep. Udall (R - Dist 25)
Status: 1/28 passed House 58-0; ready for Senate.

HB2032:
PUBLIC SCHOOLS; INNOVATION PLANS
Public schools are authorized to submit an innovation plan to the Superintendent of Public Instruction. The State Board of Education is required to prescribe requirements for an innovation plan, which must include specified provisions, including a description of the innovative practices the school would like to implement and a plan for implementation. In its innovation plan, a school is permitted to request an exemption from instructional hours requirements or any rules or policies that may hinder the full implementation of the plan, with some exceptions. The Superintendent is required to transmit the innovation plan to the Board within 60 days, with a recommendation for approval or resubmission. The Board is required to approve or reject an innovation plan within 60 days after receiving it. Approval is valid for five years, with options for extension and revocation. The Department of Education is required to develop a plan to evaluate schools of innovation, including performance measures and data required. The Dept. is required to compile the evaluation data in an annual report and to submit the report to the Governor and the Legislature by September 1 of each year. Schools are prohibited from penalizing a student who previously attended a school of innovation and transfers to another school. The Board is required to adopt rules to implement this legislation.
First sponsor: Rep. Udall (R - Dist 25)
Status: 1/12 referred to House educ.

HB2051:
PROCUREMENT; INFORMATION DISCLOSURE; BIDDERS
During competitive sealed bidding to award state contracts, the Director of the Department of Administration is required to provide a question and answer period for bidders and interested parties to submit written questions and for the Director to provide written responses. The Director is required to provide in writing all questions and answers to all bidders and interested parties outside of the procurement process.
First sponsor: Rep. Kavanagh (R - Dist 23)
Status: 1/20 House gov-elect do pass.

HB2055:
CAREER, TECHNICAL EDUCATION; PROJECTS FUND
The list of authorized uses of monies in a school district's permanent career and technical education projects fund is expanded to include expenses related to an approved Department of Education career and technical student organization, including costs associated with events, conferences or competitions. All purchases made from career and technical education projects funds are required to comply with State Board of Education regulations, including provisions relating to procurement practices.
First sponsor: Rep. Kaiser (R - Dist. 15)
Status: 1/28 passed House 57-2; ready for Senate.

HB2060:
SCHOOLS; PLEDGE; QUIET REFLECTION
Modifies requirements for school districts and charter schools relating to the Pledge of Allegiance to the U.S. flag (Pledge). For kindergarten and grades 1 through 4, students are required to recite the Pledge unless the student is excused at the request of a parent. For grades 4 through 12, school districts and charter schools are no longer required to set aside a specific time each day for students to recite the Pledge and are instead required to set aside a specific time each day for students to engage in quiet reflection and moral reasoning for at least one minute. Students are required to engage in quiet reflection and moral reasoning during this time unless excused at the request of a parent. Previously, school districts and charter schools were required to set aside a specific time each day for "those students who wish" to recite the Pledge.
First sponsor: Rep. Fillmore (R - Dist. 16)
Status: 1/14 referred to House educ.

HB2061:
CTEDS; NONPROFITS; POSTSECONDARY INSTITUTIONS; AGREEMENTS
The list of entities that may enter into agreements to provide administrative, operational and educational services and facilities for a Career Technical Education District (CTED) Board is expanded to include a nonprofit organization that is devoted to vocational training or a public or private postsecondary institution.
First sponsor: Rep. Fillmore (R - Dist. 16)
Status: 1/28 passed House 59-0; ready for Senate.

HB2062:
STUDENT APPRENTICESHIP PROGRAM; TAX CREDITS
Establishes the Arizona Student Apprenticeship Pilot Program in the Department of Education to provide job training and economic opportunity to high school students in Arizona. Any employer in Arizona may apply to participate in the Program, and requirements for employers and students to participate in the Program are specified. Participating employees are required to designate at least 10 percent of wages to a separate interest-bearing account opened on behalf of the employee by the participating employer. For tax years beginning with 2022, participating employers are allowed an individual or corporate income tax credit for each participant who successfully completes the Program requirements prescribed by the Dept. The amount of the credit is equal to the amount the employer deposited in the separate interest-bearing accounts and disbursed to participant employees during the tax year. Tax credit requirements are listed. The Program terminates on January 1, 2028. Appropriates $400,000 from the general fund in FY2021-22 to the Dept. for the Program.
First sponsor: Rep. Fillmore (R - Dist. 16)
Status: 1/14 referred to House ways-means, appro.

HB2063:
SCHOOLS; STUDENT PROMOTIONS
School district governing board policies must require, instead of authorize, teachers to retain a student in a grade in common school and to fail a student in a course in high school if the student does not meet the criteria prescribed by the board, subject to review by the board.
First sponsor: Rep. Fillmore (R - Dist. 16)
Status: 1/14 referred to House educ.

HB2064:
PERSONAL FINANCE COURSE; REQUIREMENT; APPROPRIATION
The State Board of Education is required, instead of permitted, to require a separate personal finance course for students to graduate from high school. School district governing boards are required to approve a personal finance course that would fulfill a mathematics course required to high school graduation, instead of being permitted to do so. Appropriates $1 million from the general fund in FY2021-22 to the Department of Education for distribution to school districts and charter schools to provide personal finance courses.
First sponsor: Rep. Fillmore (R - Dist. 16)
Status: 1/14 referred to House educ, appro.

HB2065:
MEDICAL FREEDOM; PARENTAL RIGHTS
Students are no longer prohibited from attending school without submitting documentary proof of required immunizations to the school administrator. Schools are prohibited from requiring a student to receive the recommended immunizations and from refusing to admit or otherwise penalizing a student because that student has not received the recommended immunizations. If a parent chooses to have the student immunized, the parent is required to submit documentary proof to the school administrator to verify that the pupil has received the recommended immunizations if an outbreak occurs. A student who lacks documentary proof of immunization may be excluded from school only if the student lacks an immunization for which there is an active case of a disease that the immunization is intended to prevent in that student's school and

if the Department of Health Services or a local health department has declared an outbreak of that disease for an area that includes the student's school.
First sponsor: Rep. Fillmore (R - Dist. 16)
Status: 1/14 referred to House hel-hu ser, educ.

HB2105:
SCHOOL HEALTH PROGRAM; APPROPRIATION
Establishes the School Health Program within the Arizona Department of Education (ADE) to promote and enhance healthy and effective learning environments for all students by supporting the costs of placing school nurses and school psychologists on school campuses. School districts and charter schools may apply to participate in the Program for up to three fiscal years by submitting a program proposal to ADE. Information that must be included in the program proposal is specified. ADE is required to distribute monies to the school districts and charter schools that are in compliance with Program requirements and whose program proposals have been approved by the State Board of Education. ADE is required to evaluate the effectiveness of approved program proposals and report on the Program to the Governor and the Legislature by November 1 of each year. The Program ends July 1, 2031. Appropriates an unspecified amount (blank in original) from the general fund in FY2021-22 to ADE for the Program.
First sponsor: Rep. Jermaine (D - Dist. 18)
Status: 1/14 referred to House educ, appro.

HB2117: TEACHERS ACADEMY; SERVICE REQUIREMENT
An undergraduate student who is receiving a scholarship from the Arizona Teachers Academy is allowed to begin fulfilling the student's service requirement after the student completes at least one year of the program in good academic standing but before the student graduates from the undergraduate program. The student may begin fulfilling the service requirement through volunteer or paid work in a school, including serving as a tutor, as an assistant teacher or in another position that is student learning focused. Student teaching does not count toward the service requirement.
First sponsor: Rep. Bolick (R - Dist. 20)
Status: 1/25 from House rules okay.

HB2121:
SCHOOLS; SUPERINTENDENTS; SEVERANCE PACKAGES; PROHIBITION
Beginning from and after the effective date of this legislation, a school district is prohibited from providing a "severance package" to a school district superintendent. Does not apply if the school district has either explicitly or implicitly promised before the effective date of this legislation that the superintendent was entitled to a severance package or if the superintendent is entitled to a severance package under federal law.
First sponsor: Rep. Bolick (R - Dist. 20)
Status: 1/19 failed 4-5.

HB2124:
CTEDS; AVERAGE DAILY MEMBERSHIP
Students in an approved Career Technical Education District (CTED) centralized program, including one provided by a satellite campus, or a leased centralized program may generate an average daily membership for instruction received during any day of the week and at any time between July 1 and June 30 of each fiscal year. The Department of Education cannot restrict the instructional time by limiting the particular days of the week or time of the fiscal year for instruction to occur. Contains a legislative intent section.
First sponsor: Rep. Udall (R - Dist. 25)
Status: 1/19 House educ do pass; report awaited.

HB2125:
SCHOOLS; PUPIL SUSPENSIONS AND EXPULSIONS
A school district or charter school may suspend or expel a student enrolled in preschool, kindergarten, or grades one through four only if all the following apply: the student engaged in conduct on school grounds that either involves possession of a dangerous weapon without authorization from the school, involves the possession, use or sale of a dangerous drug or narcotic drug, or that immediately endangers the health or safety of others; failing to remove the pupil from the school building would create a safety threat that cannot otherwise reasonably be addressed; the school employs alternative behavioral and disciplinary interventions that are available, appropriate to the circumstances and that are considerate of health and safety; and the school district or charter school, by policy, provides for a readmission procedure that meets specified requirements.
First sponsor: Rep. Udall (R - Dist. 25)
Status: 1/20 referred to House educ.

HB2135:
SCHOOLS; STATE BOARD; RULES; MODULARIZATION
The rules that the State Board of Education is required to adopt to define competency-based educational pathways for college and career readiness must include the ability for schools to modularize subjects and courses. A school that modularizes a subject or course is required to note the learning outcomes or competencies in which the student demonstrated competency or failed to demonstrate competency.
First sponsor: Rep. Udall (R - Dist. 25)
Status: 1/28 passed House 56-3; ready for Senate.

HB2136:
DROPOUT RECOVERY PROGRAMS; PROGRAM PROVIDERS
Modifies dropout recovery programs offered by school districts and charter schools that provide instruction to high school students. The State Board of Education is required to prescribe standards for school districts and charter schools to use when evaluating and selecting potential dropout recover program providers. Requirements that must be included in the standards are listed, including holding active accreditation by a regional accrediting body and providing teachers who hold a valid fingerprint clearance card. A school district or charter school will receive 0.1 average daily membership (ADM) for each one-half unit of "high school credit" (defined) that a student enrolled in a dropout recovery program at the school district or charter school attains. The ADM of a student cannot exceed 1.0 in any calendar year in which the student is participating in any dropout recovery program. A dropout recovery program provider that violates statutory program requirements cannot be paid for students enrolled in the program during the time the provider was in violation. More.
First sponsor: Rep. Udall (R - Dist. 25)
Status: 1/20 referred to House educ.

HB2137:
LITERACY; DYSLEXIA SCREENING; APPROPRIATIONS
The deadline for school districts and charter schools to ensure that at least one kindergarten through third grade teacher in each school has received training related to dyslexia is extended two years to July 1, 2023. The deadline for the Department of Education to develop a dyslexia screening plan is extended one year to July 1, 2022. The subject knowledge test for a standard teaching certificate in early childhood education and elementary education must include an examination on reading instruction. Appropriates $800,000 from the general fund in FY2021-22 and each fiscal year after to the Department of Education to distribute to school districts and charter schools to provide student screening for indicators of dyslexia. Appropriates $280,000 from the general fund in FY2021-22 and each fiscal year after to the Department of Education for specified purposes, including to add three FTE positions to implement dyslexia screening requirements.
First sponsor: Rep. Pawlik (D - Dist. 17)

Status: 1/19 House educ held.

HB2146:
STO SCHOLARSHIPS; MEANS TESTING
School tuition organizations are required to award at least 66 percent of educational scholarships or tuition grants from contributions for the purpose of income tax credits to students whose family income does not exceed 185 percent of the income limit required to qualify a child for reduced-price lunches under federal law.
First sponsor: Rep. Friese (D - Dist. 9)
Status: 1/25 referred to House ways-means, educ.

HB2147:
STO SCHOLARSHIPS; BENEFICIARY RECOMMENDATIONS
School tuition organizations that receive contributions from taxpayers for the purposes of income tax credits are no longer permitted to allow donors to recommend student beneficiaries, and are prohibited from awarding or reserving scholarships on the basis of donor recommendations.
First sponsor: Rep. Friese (D - Dist. 9)
Status: 1/25 referred to House ways-means, educ.

HB2148:
STO SCHOLARSHIPS; STUDENT TRANSFERS
The list of students that must receive at least 90 percent of contributions made to school tuition organizations using the higher income tax credit limits is modified to remove students who received an educational scholarship or tuition grant under other requirements in a previous year and continue to attend a qualified school in a subsequent year.
First sponsor: Rep. Friese (D - Dist. 9)
Status: 1/25 referred to House ways-means, educ.

HB2149:
CHARTER SCHOOLS; SPONSORSHIP; STATE BOARD
The State Board of Education, a university under the jurisdiction of the Arizona Board of Regents, and a community college district or group of community college districts are no longer authorized to sponsor a charter school.
First sponsor: Rep. Friese (D - Dist. 9)
Status: 1/25 referred to House educ.

HB2150:
CHARTER SCHOOLS; LUNCHES; NATIONAL ACTS
The charter of a charter school is required to ensure that it participates in and complies with the federal National School Lunch and Child Nutrition Acts. Some exceptions.
First sponsor: Rep. Friese (D - Dist. 9)
Status: 1/25 referred to House educ hel-hu ser.

HB2151:
EXPERIENCED TEACHER RETENTION; PILOT PROGRAM
The Arizona Department of Education (ADE) is required to conduct a three-year Experienced Teacher Retention Pilot Program. Program participants are eligible to receive a 75 percent discount on tuition at state universities during the Program. Eligibility requirements for the Program are specified. By December 31, 2022, ADE is required to issue a request for proposals to contract with one or more qualified persons or entities to study the impact of the Program on the teacher shortage in Arizona and the effectiveness of the Program. By December 31, 2025, the persons or entities selected are required to submit a report of their findings to the Governor and the Legislature. The Program self-repeals February 16, 2028. Appropriates the following amounts from the general fund to ADE for the Program: $2 million in FY2021-22, in FY2022-23, either $2 million or $2.5 million depending on the amount awarded to Program participants in FY2021-22; in FY2023-24, either the amount appropriated in FY2022-23 or $5 million

depending on the amount awarded to Program participants in FY2022-23. Appropriates $100,000 from the general fund in FY2022-23 to ADE to distribute to the persons or entities that are selected to study the impact of the Program.
First sponsor: Rep. Friese (D - Dist. 9)
Status: 1/20 referred to House educ, appro.

HB2159:
SCHOOL BUS DRIVERS; LICENSE REQUIREMENTS
The school bus driver certification standards must require the applicant to possess a commercial driver license.
First sponsor: Rep. Fillmore (R - Dist. 16)
Status: 1/28 from House trans do pass.

HB2174:
PROJECT ROCKET PILOT PROGRAM; APPROPRIATIONS
Establishes the Project Rocket Pilot Program to improve academic outcomes for all students in schools that meet the eligibility requirements. Establishes the Project Rocket Fund, to be administered by the Department of Education at the direction of the State Board of Education. For FY2021-22, FY2022-23, and FY2023-24, the Dept. is required to distribute monies from the Fund to eligible school districts and charter schools. Each school that received a letter grade of C during the prior fiscal year with at least 60 percent of enrolled students qualifying for free or reduced-price lunches and each school that received a letter grade of D or F during the prior fiscal year will receive $150 per student from the Fund. An eligible school is required to file a notice of intent to participate with the Board by July 1, 2021 and to submit an improvement plan to improve student outcomes by October 1, 2021 in order to receive funding. The plan is required to identify a mentor who can assist with academic achievement or include a partnership with an approved independent school improvement expert. School boards of a school that qualified based on a grade of F are required to establish a Project Rocket Committee to submit the school improvement plan, and the Committee is required to partner with an approved independent school improvement expert to implement the school improvement plan. The Board is required to identify two or more approved independent school improvement experts to be included on a partner network list through a request for proposals process. Criteria and requirements for independent school improvement experts are established. By June 1 of each year, participating schools are required to submit a report to the Board describing how the improvement plan has improved academic improvement. The Board is required to compile the reports and provide the information to the Governor and the Legislature by October 1, 2022 and October 1, 2023. The Board is required to submit a final report on the Program to the Governor and the Legislature by December 1, 2024, and information that must be included in the report is listed. Appropriates $44.57 million from the general fund in each of FY2021-22, FY2022-23, and FY2023-24 to the Project Rocket Fund. Appropriates $1 million and seven FTEs from the general fund in in each of FY2021-22, FY2022-23, and FY2023-24 to the Board to administer the Program. Retroactive to July 1, 2021.
First sponsor: Rep. Udall (R - Dist. 25)
Status: 1/27 from House educ with amend #4022.

HB2175:
SCHOOLS; RESIDENCY DOCUMENTATION; POLICIES
The State Board of Education, instead of the Department of Education, is required to establish policies for school districts and charter schools to require and maintain verifiable documentation of residency in Arizona for enrolled students.
First sponsor: Rep. Dunn (R - Dist. 13)
Status: 1/27 from House educ do pass.

HB2179:

NEW SCHOOL FACILITIES; ADDITIONAL FUNDING

If a school district qualifies for monies distributed from the New School Facilities Fund but the amount is inadequate to cover the total contracted costs for the new school construction, the school district is eligible for additional monies from the Fund if the school district is either eligible for basic state aid equal to 90 percent or more of its equalization base, or has a secondary net assessed value per student for the students the new school construction will serve of $100,000 or less. If a school district is eligible for additional monies, the school district will receive an additional amount of from the Fund that is equal to the amount necessary for the new school construction to meet the minimum school facility adequacy guidelines.

First sponsor: Rep. Udall (R - Dist. 25)

Status: 1/25 referred to House educ, appro.

HB2184:

SEX EDUCATION; PARENTAL CONSENT; SCHOOLS

Numerous changes to statutes relating to sex education in public schools. School districts and charter schools are prohibited from providing sex education instruction before the 6th grade. Prohibits charter schools, in addition to school districts, from providing sex education instruction to a student unless the student's parent provides written permission. Written permission from a parent is also required for a student to participate in instruction on AIDS and HIV. School districts and charter schools are required to make any sex education curricula, including curricula related to instruction on AIDS and HIV, available for a parent's review, and to notify parents where the curricula is available before the parent provides written permission. Before a school district or charter school offers sex education instruction, the school district governing board or charter school governing body is required to review and approve the sex education course of study and ensure compliance with statute. Before approval, the board must make any proposed sex education course of study available to the public for review and comment. By December 15, 2021, each school district and charter school that offers any sex education instruction is required to review its course of study and revise it to comply with this legislation.

First sponsor: Rep. Blackman (R - Dist. 6)

Status: 1/25 referred to House educ, hel-hu ser.

HB2241:

SCHOOLS; INSTRUCTION; HOLOCAUST; GENOCIDES

In adopting the course of study and competency requirements, the State Board of Education must include a requirement that students be taught about the Holocaust and other genocides at least twice between the 7th and 12th grades.

First sponsor: Rep. A. Hernandez (D - Dist. 3)

Status: 1/27 from House educ do pass.

HB2251:

SEX EDUCATION; COMPREHENSIVE; MEDICALLY ACCURATE

School districts are required to provide sex education that is "medically accurate" and "comprehensive" (both defined). At the request of a student's parent, a school district is required to excuse the student from instruction on sex education. School districts are required to notify each parent of the ability to withdraw the student from the instruction. On request, the Department of Education is required to assist a school district with a suggested course of study and/or teacher training.

First sponsor: Rep. Powers Hannley (D - Dist. 9)

Status: filed.

HB2268:

SCHOOLS; TOTAL COMPENSATION STATEMENTS

School district governing boards and charter school governing bodies are required to annually provide a total compensation statement to each employee that includes a list of specified pay and benefits.

First sponsor: Rep. Grantham (R - Dist. 12)

Status: 1/27 from House educ do pass.

HB2278:

APPROPRIATION; EARLY CHILDHOOD; WAIT LIST

Appropriates $5.7 million from the general fund in FY2021-22 to the Arizona Early Childhood Development and Health Board to provide additional monies for eligible childcare centers and preschools on the quality first program applicant wait list to enroll in the program.

First sponsor: Rep. Lieberman (D - Dist. 28)

Status: 1/25 referred to House hel-hu ser, appro.

HB2280:

SCHOOLS; EXPENDITURE LIMIT; OVERRIDES

The maximum time period that voters in a school district may approve a budget in excess of the revenue control limit is increased to ten years, from seven years. A budget increase approved for five years or more is no longer required to be reduced to 2/3 of the initial proposed percentage increase in the next to last year and 1/3 of the initial proposed percentage increase in the last year.

First sponsor: Rep. Lieberman (D - Dist. 28)

Status: 1/26 referred to House ways-means, educ.

HB2281:

SCHOOLS; CHARTER MANAGEMENT ORGANIZATIONS; CONTRACTS

A charter school or charter holder that contracts with a "charter management organization" is required to submit the contract to the State Board for Charter Schools for review.

First sponsor: Rep. Lieberman (D - Dist. 28)

Status: 1/26 referred to House educ.

HB2287:

APPROPRIATION; ELECTRIC SCHOOL BUSES

Appropriates $1.5 million from the general fund in FY2021-22 to the Department of Education to award grants to school districts to purchase electric school buses.

First sponsor: Rep. Lieberman (D - Dist. 28)

Status: 1/26 referred to House educ, appro.

HB2301:

CTEDS; LETTER GRADES; EXCLUSION

Career Technical Education Districts are prohibited from being assigned a letter grade as part of the annual achievement profile compiled by the Department of Education.

First sponsor: Rep. Blackman (R - Dist. 6)

Status: 1/27 from House educ do pass.

HB2315:

SCHOOL DISTRICTS; ELECTRONIC SIGNATURE FILING

The list of candidates that may gather petition signatures through a secure internet portal system provided by the Secretary of State is expanded to include candidates for school board office.

First sponsor: Rep. Kavanagh (R - Dist. 23)
Status: 1/21 referred to House gov-elect.

HB2322:

VOCATIONAL AND TECHNICAL EDUCATION; EVALUATIONS

School district boards are required to provide for the evaluation of vocational and technical education programs annually, instead of once every five years.

First sponsor: Rep. Toma (R – Dist. 22)
Status: 1/26 referred to House educ.

HB2393:

SCHOOLS; UNIVERSITIES; CONSULAR IDENTIFICATION CARDS

School districts and charter schools are required to accept a consular identification card to show verifiable documentation of Arizona residency. Community colleges and universities under the jurisdiction of the Arizona Board of Regents are required to accept a consular identification card as a valid form of identification. The state and political subdivisions are required to accept a consular identification card that is issued by a foreign government as a valid form of identification if the foreign government uses "biometric identity verification techniques" (defined) in issuing the card, instead of being prohibited from accepting a consular identification card as a valid form of identification.

First sponsor: Rep. Cook (R - Dist. 8)
Status: 1/27 referred to House gov-elect.

HB2401:

JUVENILE DEPENDENCY; STATE AID; APPROPRIATION

Establishes the State Aid for Juvenile Dependency Proceedings Fund (SAJDP Fund), to be administered by the Arizona Criminal Justice Commission and used to provide state aid to county public defenders, legal defenders and contract indigent defense counsel for the processing of juvenile dependency cases. On or before September 1 of each fiscal year, the Commission is required to distribute monies in the State Aid to Indigent Defense Fund to each county in which the three-year average of the total juvenile dependency case filings in the superior court in the county exceeds the three-year average juvenile dependency case filings in the superior court of the county for fiscal years 2012-2013, 2013-2014 and 2014-15 based on the proportion that the population of each qualifying county bears to the total qualifying county population. Each county board of supervisors is required to separately account for these monies and may spend these monies only to provide state aid to county public defenders, legal defenders and contract indigent defense counsel for the processing of juvenile dependency cases. Appropriates $2 million from the general fund in FY2021-22 to the SAJDP Fund.

First sponsor: Rep. Biasiucci (R - Dist. 5)
Status: 1/27 referred to House jud, appro.

HB2403:

SCHOOLS; PERFORMANCE EVALUATIONS

Charter school governing bodies and school district governing boards are not required to conduct principal or teacher performance evaluations in the 2020-21 school year. For a teacher who was designated in the lowest performance classification for the 2019-2020 school year, the absence of an evaluation in the 2020-2021 school year cannot be used to enforce dismissal or nonrenewal procedures. A teacher evaluation in the 2020-21 school year is not required to a teacher to be eligible to receive performance pay from the Classroom Site Fund. These provisions self-repeal January 1, 2023. Retroactive to July 1, 2020. Emergency clause.

First sponsor: Rep. Udall (R - Dist. 25)
Status: 1/27 from House educ do pass.

HB2417:

GIFTED PUPILS; APPROPRIATION

Appropriates $300,000 and three FTE positions from the general fund in FY2021-22 to the Arizona Department of Education (ADE) to administer additional assistance for gifted education programs and provide technical assistance to schools. The Legislature intends that ADE prioritize the distribution of monies to public schools at which 60 percent or more of the students are eligible for free or reduced-price lunches under the National School Lunch and Child Nutrition Acts, and distribute the monies to the public schools in increments of $10,000, to the extent practicable.

First sponsor: Rep. Pawlik (D - Dist. 17)

Status: 1/27 referred to House educ, appro.

HB2418:

GROUP B WEIGHT; GIFTED PUPILS

For school finance purposes, the definition of "group B" is expanded to include educational programs for gifted students, and a support level weight of 0.007 is created for funding category "G" (defined as programs for gifted students).

First sponsor: Rep. Pawlik (D - Dist. 17)

Status: 1/27 referred to House educ, appro.

HB2419:

SCHOOL FUNDING; INFLATION ADJUSTMENT

Beginning in FY2021-22, the Legislature is required to increase the amount of the district additional assistance and charter additional assistance by at least two percent. For FY2022-23 and each FY after, the Legislature is required to increase the amount of the district additional assistance and charter additional assistance by a minimum growth rate of either two percent or the change in the GDP price deflator from the second preceding calendar year to the calendar year immediately preceding the budget year, whichever is less, except that the amount cannot be reduced below the base level established for

FY2021-22.*First sponsor:* Rep. Pawlik (D - Dist. 17)

Status: filed.

HB2421:

SCHOOLS; DISTANCE LEARNING COURSES; FUNDING

Beginning in the 2022-2023 school year, school districts and charter schools are authorized to offer distance learning courses to any student in Arizona whether or not that student is enrolled in the school district or charter school. Any student in Arizona who is in grades 6 through 12 is permitted to enroll in up to two distance learning courses each year. A student may enroll in any distance learning class, whether or not the student is enrolled in the school district or charter school that offers the course. The State Board of Education is required to establish application policies and procedures for distance learning courses, and school districts and charter schools are required to apply to the Board to offer a distance learning course. School districts and charter schools that offer distance learning courses are authorized to charge a reimbursement fee for the cost of the course to the school district or charter school in which the student is enrolled, and are prohibited from including a student who is enrolled in a distance learning course but who does not attend any other courses at the school district or charter school for the purposes of calculating average daily membership. School districts and charter schools are authorized to include a student who is enrolled in the school district or charter school and who is enrolled in a distance learning course in another school district or charter school for the purposes of calculating average daily membership if a list of specified conditions apply.

First sponsor: Rep. Carroll (R - Dist. 22)

Status: 1/26 referred to House educ.

HB2423:

IMMUNIZATIONS; EXEMPTION; REQUIREMENTS

A person who is required to receive an immunization for any purpose, including as a condition of employment, school attendance or obtaining any license, certification or degree, is allowed to claim an exemption from the immunization requirement if there is not a vaccine that has been approved by the U.S. Food and Drug Administration available to fulfill the requirement that also meets all of a list of specified criteria, including that the risk of permanent disability or death from the vaccine has been proven to be less than that caused by the infection it is intended to prevent. A person may claim the exemption on the person's own behalf or on behalf of the person's child or dependent.

First sponsor: Rep. Carroll (R - Dist. 22)

Status: 1/26 referred to House hel-hu ser.

HB2430:

PUBLICITY PAMPHLET; SUBMITTAL DATES

The deadline for Legislative Council to file with the Secretary of State an impartial analysis of the provisions of each ballot proposal for inclusion in the publicity pamphlet is moved to 30 days preceding the regular primary election, from 60 days preceding. The deadline for a person to file with the Secretary of State an argument advocating or opposing a ballot measure for inclusion in the publicity pamphlet is moved to 27 days preceding the regular primary election, from 48 days preceding. Emergency clause.

First sponsor: Rep. Bolick (R - Dist. 20)

Status: 1/26 referred to House gov-elect.

HB2434:

TEACHER SALARY INFORMATION; REVENUE STREAMS

The budget for school districts and charter schools is required to contain the revenue streams used to fund teacher salaries. School districts and charter schools are required to prominently post the revenue streams used to fund teacher salaries on the district website home page separately from the budget.

First sponsor: Rep. Bolick (R - Dist. 20)

Status: 1/26 referred to House educ.

HB2435:

SCHOOLS; GOVERNING BOARDS; ELECTIONS; REVISIONS

Makes various changes relating to school district governing board elections. A simple majority of school district governing board members are required to be parents, guardians, or grandparents of a child currently attending a school in the school district. Establishes a process where candidates meeting this qualification are elected separately to 3 seats on a board with 5 seats or to 2 seats on a board with 3 seats. The other members of the school district governing board may be at-large members with any background. A person is not eligible to serve more than two consecutive terms on a school district governing board, except that if there is an insufficient number of candidates to fill the governing board vacancies, the county school superintendent is authorized to appoint a governing board member who has served two consecutive terms to serve on the governing board until the next election. After serving the maximum number of terms on a school district governing board, including any part of a term served, a person cannot serve again on the school district governing board until the person has been out of office for at least one full term. The list of candidates that may gather petition signatures through a secure internet portal system provided by the Secretary of State is expanded to include candidates for school board office. Session law allows all persons serving as members of a school district governing board on the effective date of this legislation to continue to serve until the expiration of their normal terms.

First sponsor: Rep. Kaiser (R - Dist. 15)

Status: 1/26 referred to House educ.

HB2439:

TECH CORRECTION; MISSING CHILDREN

Minor change in Title 8 (Child Safety) related to missing children. Apparent striker bus.

First sponsor: Rep. Griffin (R - Dist. 14)

Status: filed.

HB2458:

SCHOOLS; UNIVERSITIES; CONSULAR IDENTIFICATION CARDS

School districts and charter schools are required to accept a consular identification card to show verifiable documentation of Arizona residency. Community colleges and universities under the jurisdiction of the Arizona Board of Regents are required to accept a consular identification card as a valid form of identification. The state and political subdivisions are required to accept a consular identification card that is issued by a foreign government as a valid form of identification if the foreign government uses "biometric identity verification techniques" (defined) in issuing the card, instead of being prohibited from accepting a consular identification card as a valid form of identification.

First sponsor: Rep. Cook (R - Dist. 8)

Status: 1/27 referred to House gov-elect.

HB2463:

APPROPRIATION; DPS; SCHOOL SAFETY PROGRAM

The Public Safety Interoperability Fund is renamed the Arizona School Safety Fund, and monies in the Fund may be used only for school safety programs instead of interoperable communication systems. Appropriates $2 million from the general fund in FY2021-22 to the Arizona School Safety Fund for a school safety program that meets a list of specified requirements.

First sponsor: Rep. Payne (R - Dist. 21)

Status: 1/27 referred to House mil-pub safety, appro.

HB2503:

EMPOWERMENT SCHOLARSHIP ACCOUNTS; STUDENT VICTIMS

For the purpose of empowerment scholarship accounts (ESA), the definition of "qualified student" is expanded to include a child who is the alleged victim of assault, harassment, hazing, kidnapping, aggravated assault, theft, burglary, sexual harassment, sexual assault, a sexual offense, threatening or intimidating, fighting, sex trafficking or human trafficking, and the incident occurred on school grounds, on a school bus, at a school bus stop or at a school-sponsored event or activity, including through the use of electronic technology or an electronic communication on a school computer, network, forum or mailing list. On receipt of a police report or an administrative or court pleading involving an incident of any of these crimes, the school principal is required to provide a copy of the report to the parent of the alleged victim and investigate the incident. On conclusion of the investigation or within 15 days after the incident was reported, whichever occurs first, the school district or charter school is required to notify the parent of the alleged victim about eligibility for an ESA. More.

First sponsor: Rep. Bolick (R - Dist. 20)

Status: filed.

HB2536:

SCHOOLS; INDIVIDUALIZED EDUCATION PROGRAMS; COMPLIANCE

On receiving a "special need transfer student," a "receiving school" (both defined) is required to recognize the requirements specified within the existing individualized education program

(IEP), and ensure that the specific educational services required in the existing IEP are provided to the student within 30 days after the student's first day of attendance at the school. The receiving school may contest the validity of an existing IEP, but is required to follow the requirements of the existing IEP while it is being challenged and reevaluated, unless the receiving school, with the consent of a parent, provides funding directly to the parent to purchase appropriate services, in accordance with state and federal law.
First sponsor: Rep. Longdon (D- Dist. 24)
Status: filed.

HB2549:
PROBABLE CAUSE HEARING; PANDEMIC LIABILITY
Subject to Arizona rules of court, the court is required to conduct a probable cause hearing for every civil action that is filed and that claims a party is liable for damages based on contracting an illness that is a public health pandemic. At the probable cause hearing, the plaintiff has the burden of proof to demonstrate that there is sufficient evidence to establish that the injury exists and that the defendant is likely the cause of the injury. On a finding of probable cause, the court may proceed to a trial on the merits.
First sponsor: Rep. Kavanagh (R - Dist. 23)
Status: filed.

HB25
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SCHOOLS; DRUG VIOLATIONS; REPORTING OPTIONS
In lieu of the requirement to immediately report a drug violation to a peace officer, and if the violation involves a student, a school administrator is permitted to refer the student to an appropriate program for at-risk students that is selected by the school.
First sponsor: Rep. Rodriguez (D - Dist. 27)
Status: filed.

HB2566:
STO SCHOLARSHIPS; LOW-INCOME REQUIREMENTS
To be eligible to receive an educational scholarship or tuition grants from a school tuition organization, a student's family income cannot exceed 185 percent of the income limit required to qualify a child for reduced-price lunches under the federal National School Lunch and Child Nutrition Acts.
First sponsor: Rep. Lieberman (D - Dist. 28)
Status: filed.

HB2592:
STOS; QUALIFIED SCHOOLS; PRESCHOOL PROGRAMS
Eligibility requirements for students to receive educational scholarships or tuition grants from tax credit contributions to school tuition organizations (STOs) are expanded to include students whose family income does not exceed 185 percent of the income limit required to qualify for reduced-price lunches and who either attended a preschool program at a government school or enroll in a "quality preschool program" (defined as a preschool program that is accredited by a national early childhood development organization or that is rated at a quality level of three or higher by the Arizona Early Childhood Development and Health Board), except that children who receive a scholarship or grant to attend a quality preschool program are not eligible to receive a scholarship or grant for a kindergarten program in a subsequent year. Beginning in 2021, the scholarship or grant limit for any quality preschool program is the 2020 scholarship limit for a preschool that offers services to students with disabilities plus $100 and increases

annually according to a statutory formula.
First sponsor: Rep. Lieberman (D - Dist. 28)
Status: filed.

HB2637:
APPROPRIATION; STEM INTERNSHIPS
Appropriates $2 million from the general fund in FY2021-22 to the Arizona Commerce Authority for matching monies for educational stipends for high school, college and university students and for K-12 teachers in Arizona who participate in STEM internships. The Authority is required to establish guidelines and procedures for awarding the stipends. Some stipend requirements are specified, including maximum award amounts. By December 1, 2022, the Authority is required to submit a report to the Governor and the Legislature on the stipends and internships.
First sponsor: Rep. Shah (D - Dist. 24)
Status: filed.

HB2643:
TEACHERS WORKFORCE DATABASE
The Arizona Department of Education (ADE) is required to adopt policies prescribing the "designated database information" (defined) to be collected for a teachers workforce database. Beginning January 2, 2023, ADE is required to collect from applicants for initial or renewal teacher certification the designated database information. Personally identifiable information collected for the database is confidential and is not a public record.
First sponsor: Rep. Shah (D - Dist. 24)
Status: filed.

HB2644:
SCHOOL HEALTH PROGRAM; APPROPRIATION
Establishes the School Health Program within the Arizona Department of Education (ADE) to promote and enhance healthy and effective learning environments for all students by supporting the costs of placing school nurses and school psychologists on school campuses. School districts and charter schools may apply to participate in the Program for up to three fiscal years by submitting a program proposal to ADE. Information that must be included in the program proposal is specified. ADE is required to distribute monies to the school districts and charter schools that are in compliance with Program requirements and whose program proposals have been approved by the State Board of Education. ADE is required to evaluate the effectiveness of approved program proposals and report on the Program to the Governor and the Legislature by November 1 of each year. The Program ends July 1, 2031. Appropriates an unspecified amount (blank in original) from the general fund in FY2021-22 to ADE for the Program.
First sponsor: Rep. Shah (D - Dist. 24)
Status: filed.

HB2647:
SCHOOLS; SEX EDUCATION INSTRUCTION
All school districts and charter schools are required to provide sex education instruction that is "medically accurate" and "age- appropriate" (both defined) for students in kindergarten through grade 12. Information that must be included in sex education instruction is specified. Sex education for grades 6 through 12 is required to stress the importance of using effective methods of contraception, including abstinence, to prevent unintended pregnancy and protect against sexually transmitted infections. School districts and charter schools are required to make sex education instruction materials available for parental review. A student may be excused from any part of the instruction only at the written request of the student's parent or guardian. Parents have the right to opt out of sex education, instead of the right to opt in. Statute

governing parental involvement in schools and requiring school boards to adopt policies promoting parent involvement that include a list of required provisions is expanded to include charter schools.

First sponsor: Rep. D. Hernandez (D - Dist. 2)

Status: filed.

HB2656:

SCHOOLS; CURRICULUM; MENTAL HEALTH

The State Board of Education must require that all health education instruction include mental health instruction. Mental health instruction may be included in a health course or another existing course and is required to incorporate the multiple dimensions of health by including mental health and the relationship of physical and mental health to enhance student understanding, social and emotional learning, and attitudes and behavior that promote health and well-being.

First sponsor: Rep. D. Hernandez (D - Dist. 2)

Status: filed.

HB2657:

RESULTS-BASED FUNDING; REPEAL; APPROPRIATION

Repeals the Results-Based Funding Fund and statute requiring the Arizona Department of Education (ADE) to distribute monies from the Fund to school districts and charter schools based on a specified formula. Appropriates $68.6 million from the general fund in FY2021-22 to ADE to distribute to school districts and charter schools that receive federal Title I monies according to a specified formula.

First sponsor: Rep. Lieberman (D - Dist. 28)

Status: filed.

HB2661:

APPROPRIATION; SCHOOLS; TREES

Appropriates $400,000 from the general fund in FY2021-22 to the Arizona Department of Education (ADE) to distribute to public schools to plant low-biogenic volatile organic compound-emitting trees on school campuses that are appropriate to each school's climate. Until December 31, 2021, ADE is required to distribute the monies on a first-come, first-served basis only to public schools in Arizona at which 75 percent or more of the students are eligible for free or reduced-price lunches. ADE cannot distribute more than $10,000 to a school campus.

First sponsor: Rep. Epstein (D - Dist. 18)

Status: filed.

HB2665:

AUDITOR GENERAL; CHARTER SCHOOLS

The school-wide audit team in the office of the Auditor General is required to conduct performance audits and monitor charter schools in the same manner it audits and monitors school districts.

First sponsor: Rep. Epstein (D - Dist. 18)

Status: filed.

HB2666:

ARIZONA ONLINE INSTRUCTION; COST STUDY

The Auditor General is required to conduct and complete a cost study of Arizona online instruction, and information that must be included in the study is specified. Appropriates $150,000 from the general fund in FY2021-22 to the Auditor General for the cost study.

First sponsor: Rep. Epstein (D - Dist. 18)

Status: filed.

HB2669:

APPROPRIATION; ELEMENTARY SCHOOL DISTRICT

Makes a supplemental appropriation of $4.5 million from the general fund in FY2021-22 to the Department of Education to distribute to an elementary school district that the School Facilities Board approved in FY2019-20 for additional space that would serve at least 500 students but not more than 600 students.

First sponsor: Rep. John (R - Dist. 4)

Status: 1/27 referred to House educ, appro.

HB2703:

TECHNOLOGY-BASED SCHOOL READINESS PILOT PROGRAM

Establishes the Technology-based School Readiness Pilot Program during FY2021-22 and FY2022-23, to be administered by the Arizona Department of Education (ADE), and establishes criteria for the Program. By November 1, 2021, ADE is required to contract through a request for proposals with a service provider that is a 501(c)(3) organization and that demonstrates previous success conducting technology-based school readiness programs through independent, valid and reliable evaluations. Establishes eligibility requirements for children to participate in the Program. By January 1, 2023, ADE is required to submit a report containing specified information on the Program to the Governor and the Legislature. The Program self-repeals January 1, 2024. Appropriates $2 million from the general fund in FY2021-22 to ADE for the Program.

First sponsor: Rep. Teller (D - Dist. 7)

Status: 1/27 referred to House educ, appro.

HB2704:

SCHOOLS; INSTRUCTION; NATIVE AMERICAN EXPERIENCE

Beginning in the 2023-2024 school year, the State Board of Education is required to include in the academic standards for students in kindergarten through grade 12 instruction relating to the Native American experience in Arizona that includes instruction on tribal history, sovereignty issues, culture, treaty rights, government, socioeconomic experiences and current events, and that is historically accurate, culturally relevant, community based, contemporary and developmentally appropriate. The Board is required to provide professional development to teachers and administrators relating to the instruction, and to ensure that the federally recognized Indian tribes in Arizona have the opportunity to collaborate in developing the instruction. The Board is required to submit a report on implementing the instruction to the Governor and the Legislature by October 15 of 2022, 2023 and 2024. Emergency clause.

First sponsor: Rep. Teller (D - Dist. 7)

Status: filed.

HB2705:

SCHOOLS; DRESS CODE; GRADUATION CEREMONIES

School district governing boards and charter schools cannot establish a dress code policy that prohibits a student from wearing traditional tribe regalia or objects of cultural significance at a graduation ceremony. Emergency clause.

First sponsor: Rep. Teller (D - Dist. 7)

Status: 1/27 referred to House educ.

HB2729:

SPECIAL EDUCATION; GROUP B WEIGHTS

First sponsor: Rep. Schwiebert (D - Dist. 20)

Status: filed.

HB2730:
PUBLIC SCHOOLS; 2020-2021; 2021- 2022; FUNDING
First sponsor: Rep. Schwiebert (D - Dist. 20)
Status: filed.

HB2731:
APPROPRIATIONS; GIFTED EDUCATION PROGRAMS
First sponsor: Rep. Pawlik (D - Dist. 17)
Status: filed.

HB2732:
TEACHERS ACADEMY; MENTAL HEALTH PROFESSIONALS
First sponsor: Rep. Pawlik (D - Dist. 17)
Status: filed.

HB2733:
SCHOOLS; GROUP B WEIGHT; ELIGIBILITY
First sponsor: Rep. Pawlik (D - Dist. 17)
Status: filed.

HB2734:
CANDIDATES; SCHOOL, LOCAL; ELECTRONIC SIGNATURES
First sponsor: Rep. Pawlik (D - Dist. 17)
Status: filed.

HB2754:
SCHOOL SAFETY; SCHOOL RESOURCE OFFICERS
First sponsor: Rep. A. Hernandez (D - Dist. 3)
Status: filed.

HCR2004:
SCHOOLS; CONSOLIDATION; UNIFICATION
The 2022 general election ballot is to carry the question of whether to amend state statute to require each school district in Arizona to be a unified school district by July 1, 2028. Each school district governing board is required to annually determine the cost saving that result from any consolidation or unification with other school districts, and the cost savings are retained by the district and used for classroom expenditures as determined by the school board, with at least 25 percent being used for teacher salaries. Statute exempting small school districts from the general budget limit is repealed, and session law provides budget revision amounts for FY2028-29, FY2029-30 and FY2030-31. By September 15, 2023, each county school superintendent must complete a feasibility study on the unification and/or consolidation of the school districts within that county, and provide a copy of the study to all school boards in the county. Required components of the feasibility study are specified. By June 30, 2026, the governing board of each school district is required to develop, adopt and publish a plan to unify and/or consolidate the school district with other school districts within that county. Establishes revenue control limits for school districts that are unified or consolidated without an election. The authority to form and operate union high school districts in Arizona ends on June 30, 2028. Appropriates $250,000 from the general fund in FY2023-24 to each county with a population of 500,000 persons or less and $750,000 to each county with a population of more than 500,000 persons for implementation.
First sponsor: Rep. Fillmore (R- Dist. 16)

Status: 1/26 referred to House educ, appro.

HCR2005:

ENGLISH LANGUAGE EDUCATION; REQUIREMENTS

The 2022 general election ballot is to carry the question of whether to amend state statute to repeal and replace provisions related to English language learners. Public schools are required to ensure that all English language learners receive the highest quality education, master the English language and access high quality, innovative research-based language programs. School districts and charter schools are authorized to establish dual- language immersion programs for both native and nonnative English speakers. Directs Legislative Council to prepare conforming legislation.

First sponsor: Rep. Fillmore (R - Dist. 16)

Status: 1/28 passed House 58-1; ready for Senate.

HCR2016:

INITIATIVES; SUPERMAJORITY VOTE REQUIREMENT

The 2022 general election ballot is to carry the question of whether to amend the state Constitution to require approval by 60 percent of the votes cast on the measure for an initiative or referendum measure to become law, instead of a majority of the votes cast.

First sponsor: Rep. Dunn (R- Dist. 13)

Status: filed.

HCR2025:

SCHOOL DISTRICTS; EXPENDITURE LIMIT; AUTHORIZATION

The Legislature authorizes the expenditure of local revenues by school districts in excess of the expenditure limitation prescribed in the state Constitution in FY2020-21. This authorization is effective only on the approval of this resolution by at least 2/3 of the members of each house of the Legislature by roll call vote.

First sponsor: Rep. Udall (R - Dist. 25)

Status: 1/27 referred to House educ, appro.

HCR2030:

TEACHERS; ETHICS STANDARDS; RULES

The 2022 general election ballot is to carry the question of whether to amend state statute to require the State Board of Education, by February 1, 2023, to adopt rules to provide for a classroom code of ethics and professional standards of behavior. Requirements for the rules are specified, including prohibiting teachers and teaching assistants from supporting or opposing during class time any candidate for public office, any proposed or enacted legislation, any proposed or decided court case or judicial action, and any proposed or executed executive action. Establishes penalties for violations.

First sponsor: Rep. Finchem (R- Dist. 11)

Status: filed.

SENATE BILLS

SB1005:

SCHOOLS; CHILD ABUSE PREVENTION EDUCATION

Beginning in the 2021-22 school year, school districts and charter schools are required to establish education and training on child abuse prevention for employees and students in accordance with guidelines and curricula developed by the Department of Education. Information that must be included in the education and training is specified. Each public school is required to post in a public area of the school that is readily accessible to students a sign that contains the telephone number operated by the Department of Child Safety to receive reports of child abuse or neglect.

First sponsor: Sen. Steele (D - Dist. 9)

Status: 1/11 referred to Senate educ, appro.

SB1026:

APPROPRIATIONS; EXTENDED BUS ROUTES

Appropriates $200,000 from the general fund in each of FY2021-22 and FY2022-23 to the Department of Transportation to distribute to a regional public transportation authority to extend bus routes to Apache Junction. By December 31, 2023, the Dept. is required to submit an assessment of the long-term efficacy of extending the bus routes and a recommendation for long- term funding of the bus routes to the Governor and the Legislature.

First sponsor: Sen. Townsend (R - Dist. 16)

Status: 1/11 referred to Senate appro.

SB1028:

ALTERNATIVE ASSESSMENT; SPECIAL EDUCATION

The State Board of Education is required to adopt rules that allow a student to participate in alternative testing instead of the required statewide testing if the student is enrolled in a special education program and meets criteria specified by the Board. Establishes a 13-member Alternative Assessment Study Committee to discuss alternative assessments and related issues. The Committee is required to submit a report of its findings and recommendations to the Governor and the Legislature by December 1, 2021, and self-repeals July 1, 2022.

First sponsor: Sen. Barto (R - Dist. 15)

Status: 1/28 passed Senate 28-1; ready for House.

SB1035:

TECHNICAL CORRECTION; PRIVATE SCHOOLS

Minor change in Title 15 (Education) related to private schools. Apparent striker bus.

First sponsor: Sen. Barto (R - Dist. 15)

Status: 1/11 referred to Senate rules only.

SB1041:

STOS; AGGREGATE CAP INCREASE

The aggregate dollar amount of the cap on the tax credit for contributions to school tuition organizations is increased to $10 million in FY2021-22, $15 million in FY2022-23, and $20 million in FY2023-24, from $5 million. For FY2024-25 and each FY after, the aggregate dollar amount of the cap on the tax credit for contributions to school tuition organizations is increased by the greater of either the percentage of the annual increase in the metropolitan Phoenix consumer price index or two percent.

First sponsor: Sen. Livingston (R - Dist. 22)

Status: 1/28 Senate COW approved with floor amend #4046.

SB1056:

ENERGY; WATER; SAVINGS ACCOUNTS

The maximum length of a contract between a county or municipality and an energy or water services company to pay for the incremental cost of energy or water savings measures in facilities owned by the county or municipality is increased to 25 years, from 15 years. Other costs and revenue are included in the estimated impact to be achieved by a county or municipality through energy or water savings measures or services. Reports on school district contracts for guaranteed energy cost savings must be filed with the Department of Administration, instead of the Governor's Office of Energy Policy.

First sponsor: Sen. Gray (R - Dist. 21)

Status: 1/28 from Senate nat res-energy-water do pass.

SB1058:

SCHOOLS; LEARNING MATERIALS; ACTIVITIES

By July 1 of each year, each school district and charter school is required to prominently list on a publicly accessible portion of its website the "learning materials" and "activities" (both defined) that were used for student instruction at the school during the prior school year, organized by subject area and grade, and any procedures in effect for review or approval of the learning materials and activities. Information that must be included in the list is specified.

First sponsor: Sen. Barto (R - Dist. 15)

Status: 1/27 from Senate educ with amend #4031.

SB1061:

SCHOOLS; EMPLOYEES; EMPLOYMENT; DISCIPLINE

The Department of Education is required to investigate written complaints alleging that a "noncertificated person" (defined as a school district or charter school employee who does not possess a teaching certificate and meets other specified requirements) has engaged in immoral or unprofessional conduct. The State Board of Education is authorized to review a complaint to determine whether to take disciplinary action against a noncertificated person who has engaged in immoral or unprofessional conduct, including prohibiting the person's employment at a school district or charter school for up to five years. Before employing a certificated or noncertificated person, school districts and charter schools are required to conduct a search of the educator information system that is maintained by the Dept. on the prospective employee. School districts and charter schools are prohibited from employing in a position that requires a valid fingerprint clearance card either a certificated person whose certificate has been suspended, surrendered or revoked and not subsequently reinstated, or a noncertificated person who has been prohibited from employment at a school district or charter school by the Board under this legislation.

First sponsor: Sen. Boyer (R - Dist. 20)

Status: 1/26 from Senate rules okay.

SB1097:

PUPILS; EXCUSED ABSENCES; MENTAL HEALTH

The Arizona Department of Education (ADE) is required to identify an absence due to the mental or behavioral health of a pupil as an excused absence. ADE is authorized to adopt guidelines and rules for determining what constitutes an absence due to the mental or behavioral health of a pupil.

First sponsor: Sen. Bowie (D - Dist. 18)

Status: 1/28 passed Senate 29-0; ready for House.

SB1098:

ADMINISTRATIVE COSTS; LIMIT; STOS

Increases the amount that school tuition organizations are required to allocate for educational scholarships or tuition grants to 95 percent of annual revenue from contributions made for tax credit purposes, from 90 percent.

First sponsor: Sen. Bowie (D - Dist. 18)

Status: 1/12 referred to Senate fin.

SB1099:

TEACHERS ACADEMY; COUNSELORS; SOCIAL WORKERS

Expands the Arizona Teachers Academy, which offers scholarships to students who commit to teaching in a public school in Arizona, to include students who commit to working as school social workers and school counselors in Arizona. Changes the name of the Academy to the Arizona Teacher, School Social Workers and School Counselors Academy. Due to voter protection, a section of this legislation with a conforming change requires the affirmative vote of at least 3/4 of the members of each house of the Legislature for passage.

First sponsor: Sen. Bowie (D - Dist. 18)

Status: 1/12 referred to Senate educ.

SB1100:

SCHOOL COUNSELORS; GRANTS

Beginning in the 2026-2027 school year, if sufficient monies are appropriated, each school district and charter school is required to hire at least one "school counselor" (defined) for every 550 students who are enrolled in the school district or charter school. The State Board of Education is required to issue a certificate to school counselors who satisfy the certification requirements adopted by the Board by rule. A person cannot be employed as a school counselor in a school district or charter school in Arizona after June 30, 2022 unless that person obtains a school counselor certificate from the Board. Establishes the School Counseling Plan Grant Fund to be administered by the Department of Education to provide grants to schools, school districts and charter schools to assist with the costs of a "school counseling plan" (defined). Application requirements for grants from the Fund are specified. Appropriates the following amounts from the general fund in the following fiscal years to the Fund: $19 million in FY2021-22, $38 million in FY2022-23, $57 million in FY2023-24, $76 million in FY2024- 25, and $95 million in FY2025-26.

First sponsor: Sen. Bowie (D - Dist. 18)

Status: 1/12 referred to Senate educ, appro.

SB1109:

INDIVIDUAL INCOME TAX; RATE ADJUSTMENT

For each fiscal year beginning with FY2021-22, the Joint Legislative Budget Committee (JLBC) is required to follow a specified formula to compute an individual income tax rate reduction. For each tax year beginning January 1, 2022 and after, the Department of Revenue is required to reduce for the current taxable year each individual income tax rate by an equal percentage such that the total amount of the rate reduction is equal to the amount calculated by the JLBC. If the amount calculated by the JLBC is equal to or less than zero, the individual income tax rates shall be the same as the rates for the immediately preceding taxable year. Applies to taxable years beginning with 2022.

First sponsor: Sen. Mesnard (R - Dist. 17)

Status: 1/20 referred to Senate fin.

SB1114:

SCHOOLS; REQUIRED POSTING; ABUSE HOTLINE

School district schools and charter schools are required to post in a clearly visible location in a public area of the school that is readily accessible to students a sign that contains the telephone number of the centralized intake hotline concerning suspected abuse and neglect of children, instructions to call 911 for emergencies, and directions for accessing the website of the Department of Child Safety for more information.

First sponsor: Sen. Mesnard (R - Dist. 17)

Status: 1/20 referred to Senate educ.

SB1139:

CLASSROOM SITE FUND; DISTRIBUTION

Modifies the purposes for which monies from the Classroom Site Fund must be spent to remove teacher liability insurance premiums and to add educational interventions, voluntary full-day kindergarten, student support services, tutoring, character education, school safety, career and technical education, school improvement, and transportation. Deletes the requirement for school districts and charter schools to allocate 40 percent of the monies received from the Classroom Site Fund for teacher compensation increases based on performance and employment related expenses, 20 percent of the monies for teacher base salary increases and employment related expenses, and 40 percent of the monies for maintenance and operation purposes. The performance based compensation system adopted by school district governing boards is no longer required to have individual teacher performance account for 33 percent of the 40 percent allocation for teacher compensation.

First sponsor: Sen. Boyer (R - Dist. 20)

Status: 1/28 passed Senate 29-0; ready for House.

SB1148:

COMMON SCHOOL DISTRICTS; UNIFICATION; BUDGET

A common school district that is not within the boundaries of a high school district and that was authorized by the voters to establish a unified school district in an election held before the effective date of this legislation is authorized to continue calculating its budget and equalization assistance pursuant to common school district statute until a high school is approved by the School Facilities Board and constructed for the newly formed unified school district, if the newly formed unified school district has not constructed a high school within

10 years after the date of the election. A school district cannot retroactively adjust its budget under this legislation. Session law containing this same authorization that expired on June 30, 2020 is repealed. Retroactive to July 1, 2020. Emergency clause. [Capital Reports Note: Legislative staff indicate this legislation applies only to the Nadaburg Unified School District.]

First sponsor: Sen. Kerr (R - Dist. 13)

Status: 1/27 from Senate educ with amend #4032.

SB1158:

SCHOOLS; SEIZURE MANAGEMENT; TREATMENT PLANS

Beginning in the 2021-2022 school year, the parent or guardian of a student who has a seizure disorder and who is enrolled in public school in Arizona is authorized to submit to the school district or charter school in which the student is enrolled a copy of a seizure management and treatment plan developed by the parent or guardian and the physician responsible for the student's seizure treatment. Requirements for the plan are specified. School districts, charter schools, employees of school districts or charter schools and nurses who are under contract with a school district or charter school are immune from civil liability with respect to all decisions made and actions taken that are based on good faith implementation of a seizure management and treatment plan. By December 1, 2021, the State Board of Education is required to approve an online course of instruction that is provided free of charge by a nonprofit national foundation and that supports the welfare of individuals with epilepsy and seizure disorders. School nurses

and school employees whose duties include regular contact with students are required to complete the online course.

First sponsor: Sen. Kerr (R - Dist. 13)

Status: 1/14 referred to Senate educ.

SB1164:

SCHOOLS; AUDITS; FINANCIAL RECORDS; BUDGETS

School districts and charter schools are required to send a copy of audit reports to the county school superintendent and the Arizona Department of Education (ADE). ADE is required to make the audit reports available on its website. School district and charter school governing boards are required to publicly accept all audits and compliance questionnaires by roll call vote. If a school district fails to establish and maintain the uniform system of financial records, the Auditor General is required to report that district to the State Board of Education, in addition to ADE, and is required to detail the deficiencies in writing in the report.

First sponsor: Sen. Boyer (R - Dist. 20)

Status: 1/27 from Senate educ do pass.

SB1165:

SCHOOLS; PERFORMANCE EVALUATIONS

Charter school governing bodies and school district governing boards are not required to conduct principal or teacher performance evaluations in the 2020-21 school year. For a teacher who was designated in the lowest performance classification for the 2019-2020 school year, the absence of an evaluation in the 2020-2021 school year cannot be used to enforce dismissal or nonrenewal procedures. A teacher evaluation in the 2020-21 school year is not required to a teacher to be eligible to receive performance pay from the Classroom Site Fund. These provisions self-repeal January 1, 2023. Retroactive to July 1, 2020. Emergency clause.

First sponsor: Sen. Boyer (R - Dist. 20)

Status: 1/27 from Senate educ do pass.

SB1174:

APPROPRIATION; STEM INTERNSHIPS

Appropriates $2 million from the general fund in FY2020-21 to the Arizona Commerce Authority for matching monies for educational stipends for high school, college and university students and for K- 12 teachers in Arizona who participate in STEM internships. The Authority is required to establish guidelines and procedures for awarding the stipends. Some stipend requirements are specified, including maximum award amounts. By December 1, the Authority is required to submit an annual report to the Governor and the Legislature on the stipends and internships.

First sponsor: Sen. Bowie (D - Dist. 18)

Status: 1/19 referred to Senate educ, appro.

SB1178:

SCHOOLS; TEST RESULTS; LETTER CLASSIFICATION

If the State Board of Education (SBE) alters the statewide assessment testing window for any reason, the SBE is authorized to adjust the dates by which local education agencies are required to receive the scores and assessment data proportionately. If the SBE adjusts the dates by which local education agencies are required to receive the scores and assessment data, the SBE cannot impose penalties on the contractor unless the scores and assessment data are received after the adjusted dates. As session law, the Arizona Department of Education (ADE) is prohibited from assigning schools or school districts letter grade classifications for school years 2020-

2021 and 2021-2022. ADE is required to continue to collect and publish data in school years 2020- 2021 and 2021-2022 concerning the academic and educational performance indicators for schools and school districts. ADE is required to develop criteria to identify schools and school

districts for school years 2020-2021 and 2021-2022 that demonstrate a below average level of performance. During school years 2020-2021 and 2021-2022, the governing board of a school district is authorized to adopt alternative policies regarding performance based funding or policies regarding dismissal or nonrenewal procedures for teachers who continue to be designated in the lowest performance classification. Retroactive to July 1, 2020.*First sponsor:* Sen. Boyer (R - Dist. 20)
Status: 1/27 from Senate educ do pass.

SB1188:

RESULTS-BASED FUNDING; REPEAL; SPECIAL EDUCATION

Repeals the Results-Based Funding Fund and statute requiring the Department of Education to distribute monies from the Fund to school districts and charter schools based on a specified formula. Appropriates $68.6 million from the general fund in FY2021-22 to the Department of Education to provide special education compensatory grants. Contains a legislative intent section.
First sponsor: Sen. Engel (D - Dist. 10)
Status: 1/19 referred to Senate educ, appro.

SB1189:

SPECIAL EDUCATION; GROUP B WEIGHTS

Monies in the Extraordinary Special Education Needs Fund are continuously appropriated, instead of subject to legislative appropriation. The Arizona Department of Education (ADE) is authorized to retain up to two percent of the monies in the Fund for administration purposes. ADE is required to award monies from the Fund to school districts and charter schools with eligible claims demonstrating that a student receiving special education services has incurred costs in the current year of at least the statewide per pupil funding average multiplied by three. ADE is required to evaluate claim requests on a quarterly basis, and a process for prioritizing funding if there are insufficient monies in the Fund is specified. ADE is required to report to the Governor and the Legislature by December 15 of each year on claims funded in the previous year. Certain special education related group B support level weights are increased. Appropriates $5 million from the general fund in FY2021-22 to the Fund.
First sponsor: Sen. Engel (D - Dist. 10)
Status: 1/27 from Senate educ do pass.

SB1191:

FINANCIAL AID TRUST FUND; APPROPRIATION

The Arizona Board of Regents is required, instead of allowed, to establish a Financial Aid Trust Fund. At least 75 percent of the monies distributed from the Fund must be awarded to resident undergraduate students. Previously, at least 50 percent of the monies were required to be used for grant aid. Appropriates $85 million from the general fund in FY2021-22 to the Financial Aid Trust Fund.
First sponsor: Sen. Engel (D - Dist. 10)
Status: 1/19 referred to Senate educ, appro.

SB1192:

SCHOOLS; DRUG VIOLATIONS; REPORTING OPTIONS

In lieu of the requirement to immediately report a drug violation to a peace officer, and if the violation involves a student, a school administrator is permitted to refer the student to an appropriate program for at-risk students that is selected by the school.
First sponsor: Sen. Engel (D - Dist. 10)
Status: 1/19 referred to Senate jud.

SB1210:

SCHOOLS; COMPULSORY ATTENDANCE AGE; INCREASE

School attendance is mandatory for children if they are between 6 and 18 years of age (formerly, between 6 and 16) unless the child has obtained a high school diploma or G.E.D. or has graduated from a home school program.

First sponsor: Sen. Mendez (D - Dist. 26)

Status: 1/19 referred to Senate educ.

SB1211:

EMPLOYEES; SCHOOL CONFERENCES; LEAVE

Employers are required to grant an employee school conference or activity leave of up to a total of 16 hours during any school year, not more than 4 hours of which may be taken during one day, to attend school conferences or activities related to the employee's child if a list of specified conditions applies.

First sponsor: Sen. Mendez (D - Dist. 26)

Status: 1/19 referred to Senate com.

SB1212:

SCHOOLS MEALS; WATER

By July 1, 2022, each school district and charter school is required to provide access to free, fresh drinking water during meal times in the food service areas of each school.

First sponsor: Sen. Mendez (D - Dist. 26)

Status: 1/19 referred to Senate educ.

SB1213:

POSTSECONDARY INSTITUTIONS; SEXUAL CONSENT POLICIES

Each public and private college, university and community college in Arizona is required to adopt policies to define consent to sexual activity that contain specified provisions.

First sponsor: Sen. Mendez (D - Dist. 26)

Status: 1/19 referred to Senate educ.

SB1227:

STUDY COMMITTEE ON CLASS SIZES

Establishes a 15-member Study Committee on Class Sizes to determine appropriate class sizes, identify methods of reducing class sizes, determine the costs of the methods of reducing class sizes, and identify how existing school facilities and available classroom space are conducive to reducing class sizes. The Committee is required to submit a report of its findings and recommendations to the Governor, the Superintendent of Public Instruction, and the Legislature by December 31, 2021, and self- repeals June 1, 2022.

First sponsor: Sen. Marsh (D - Dist. 28)

Status: 1/27 from Senate educ with amend #4033.

SB1246:

SCHOOL DISTRICTS; BOARDS; TERM LIMITS

A person is not eligible to serve more than two consecutive terms on the governing board of a school district. Session law allows all persons serving as members of a school district governing board on the effective date of this legislation to continue to serve until the expiration of their normal terms.

First sponsor: Sen. Bowie (R - Dist. 18)

Status: 1/21 referred to Senate educ.

SB1260:

PROPERTY TAX EXEMPTIONS; STATUTORY CONFORMITY

Exempts the property of veterans with service or nonservice connected disabilities who are Arizona residents from taxation, with an allowed exemption amount of $4,047 multiplied by the percentage of the veteran's disability, as rated by the U.S. Department of Veterans Affairs, if the person's total assessment does not exceed $27,498. The exemption limit for property of widows, widowers and persons with total and permanent disabilities is increased to $4,047, from $3,000, if the person's' total assessment does not exceed $27,498, increased from $20,000. Also makes various changes to property tax statutes in order to conform to proposed changes to property tax exemptions contained in the state Constitution. Conditionally enacted on the state Constitution being amended by a vote of the people at the next general election by the passage of an unspecified Senate Concurrent Resolution (blank in original) to consolidate and reorganize provisions relating to exemptions from property taxation.

First sponsor: Sen. Mesnard (R - Dist. 17)

Status: 1/21 referred to Senate fin.

SB1273:

STOS; CONTRIBUTIONS; ALLOWABLE USES

An educational scholarship or tuition grant issued by a school tuition organization may be used for registration, extracurricular activities, standardized testing for college credit or readiness and career and technical education industry certification assessments for the student.

First sponsor: Sen. Mesnard (R - Dist. 17)

Status: 1/21 referred to Senate fin.

SB1279:

STUDENTS; DATA; ACCESSIBILITY

The Arizona Department of Education (ADE) is required to adopt policies and procedures to allow access of specified student level data to county school superintendents, the State Board of Education and the State Board for Charter Schools. ADE is required to develop, publish, and make publicly available policies and procedures to comply with the federal Family Educational Rights and Privacy Act and other relevant privacy laws and policies. Requirements for the policies and procedures are listed.

First sponsor: Sen. Pace (R - Dist. 25)

Status: 1/21 referred to Senate educ.

SB1287:

SCHOOL FUNDING; APPROPRIATIONS

Establishes the Building Renewal Fund, to be administered by the School Facilities Board (SFB). The SFB is required to distribute monies in the Fund to school districts to maintain the adequacy of existing school facilities. Establishes a formula for computing the building renewal amount for each school building based on age, student capacity, and cost per square foot. The SFB is required to inventory and inspect all school buildings in this state in order to develop a database to administer the building renewal formula, and to use the database to compute the building renewal formula distributions. Establishes requirements for project priority and prohibited expenditures. Makes supplemental appropriations of the following amounts from the general fund in the following fiscal years to the Fund: $57.8 million in FY2021- 22, $115.6 million in FY2022-23, $173.4 million in FY2023-24, $231.2 million in FY2024-25, and $289 million in FY2025-26. Makes supplemental appropriations of the following amounts from the general fund in the following fiscal years to the Department of Education for apportionment to school districts for district additional assistance: $70.49 million in FY2021-22, $140.98 million in FY2022-23, $211.47 million in FY2023-24, $281.95 million in FY2024-25, and $352.44 million in FY2025-26. Makes a supplemental appropriation of $18.66 million from the general

fund in FY2025-26 to the Department of Education for apportionment to school districts for district additional assistance.
First sponsor: Sen. Engel (D - Dist. 10)
Status: 1/25 referred to Senate educ, appro.

SB1289:

FOURTH-YEAR FUNDING; CTEDS

Students in 9th grade and students in the school year immediately following graduation who are enrolled in courses that are approved jointly by the governing board of the Career Technical Education District (CTED) and each participating school district or charter school may be included in a CTED's calculation of student count or average daily membership. Funding cannot be provided for more than four years for the same student. Funding for students in grade 9 is provided only if the student reaches the grade 10, and at that time, funding is provided for that student for grade 9 and for any subsequent year in which the student is eligible for funding. The member school district and the CTED are required to determine the apportionment of the average daily membership and student enrollment for a student, except that the amount apportioned cannot exceed 1.0 for either entity.
First sponsor: Sen. Engel (D - Dist. 10)
Status: 1/25 referred to Senate educ.

SB1292:

APPROPRIATION; DYSLEXIA AND LITERACY SERVICES

Appropriates $2.5 million from the general fund in FY2021-22 to the Department of Education for a list of specified dyslexia and literacy services, including designating a dyslexia specialist, implementing a dyslexia screening plan, improving the reading proficiency of pupils in kindergarten through 3rd grade, and distributing to school districts and charter schools to provide additional funding to support students with language-based learning struggles, including dyslexia.
First sponsor: Sen. Shope (R - Dist. 8)
Status: 1/25 referred to Senate appro.

SB1294:

COLLEGE COURSE CREDIT; DUAL ENROLLMENT

For high school graduation requirements being fulfilled by a college course, the school board is authorized to award up to 1 Carnegie unit for each three semester hours of credit that the student earns in an appropriate college course. High school freshmen and sophomores are permitted to enroll in dual enrollment courses for college credit.
First sponsor: Rep. Shope (R - Dist 8)
Status: 1/25 referred to Senate educ.

SB1295:

ADVANCED PLACEMENT COURSES; EXAMS; APPROPRIATIONS

Establishes the Advanced Placement Course Access, Participation and Success Program within the Arizona Department of Education (ADE) to expand and enhance access to, participation in and student success in advanced placement courses and advanced placement exams. Establishes the Advanced Placement Exam Fee Waiver Program to eliminate or reduce the advanced placement exam fee costs for all students enrolled in public schools in Arizona who have a family income that does not exceed 185 percent of the federal poverty guidelines or otherwise meet the eligibility guidelines as set by ADE. ADE is required to submit a report containing specified information on these programs to the Governor and the Legislature by August 15 of each year. The programs terminate on July 1, 2031. Appropriates $1.5 million from the general fund in FY2021-22 to the newly established Advanced Placement Course Access, Participation

and Success Program Fund and $1.2 million from the general fund in FY2021-22 to the newly established Advanced Placement Exam Fee Waiver
Program Fund.
First sponsor: Sen. Shope (R - Dist. 8)
Status: 1/25 referred to Senate educ, appro.

SB1315:

NONCERTIFICATED SCHOOL EMPLOYEES; DUE PROCESS

School boards are required to adopt personnel policies for noncertificated school district employees with substantially equivalent due process procedures as those for certificated teachers.
First sponsor: Sen. Alston (D - Dist 24)
Status: 1/25 referred to Senate educ.

SB1316:

HEARING EVALUATIONS; PRESCHOOLS

The Department of Health Services program of hearing evaluation services is expanded to include students in public or private preschool programs.
First sponsor: Sen. Alston (D - Dist 24)
Status: 1/25 referred to Senate educ.

SB1317:

TEXTBOOKS; REPRESENTATION; DISABILITIES; SEXUAL ORIENTATION

Governing boards for common schools and high schools are prohibited from approving any textbook or other instructional material that contains any matter reflecting adversely on persons on the basis of race, ethnicity, sex, religion, disability, nationality, sexual orientation or gender identity.
First sponsor: Sen. Alston (D - Dist 24)
Status: 1/25 referred to Senate educ.

SB1318:

SCHOOLS; CORPORAL PUNISHMENT; PROHIBITION

A teacher, principal or other school employee is prohibited from subjecting a student to "corporal punishment" (defined).
First sponsor: Sen. Alston (D - Dist 24)
Status: 1/25 referred to Senate educ.

SB1340:

SCHOOLS; SEX EDUCATION INSTRUCTION

All school districts and charter schools are required to provide sex education instruction that is "medically accurate" and "age appropriate" (both defined) for students in kindergarten through grade 12. Information that must be included in sex education instruction is specified. Sex education for grades 6 through 12 is required to stress the importance of using effective methods of contraception, including abstinence, to prevent unintended pregnancy and protect against sexually transmitted infections. School districts and charter schools are required to make sex education instruction materials available for parental review. A student may be excused from any part of the instruction only at the written request of the student's parent or guardian. Parents have the right to opt out of sex education, instead of the right to opt in. Statute governing parental involvement in schools and requiring school boards to adopt policies promoting parent involvement that include a list of required provisions is expanded to include charter schools.
First sponsor: Sen. Navarrete (D - Dist 30)

Status: 1/25 referred to Senate educ.

SB1341:

SCHOOLS; INCENTIVE PROGRAM; DUAL ENROLLMENT

The College Credit by Examination Incentive Program is renamed the Dual Enrollment and College Credit by Examination Incentive Program, and the Program is expanded to provide an incentive bonus to teachers, school districts and charter schools for students who complete a qualifying dual enrollment course with a passing grade. Each community college district governing board is required to maintain a list of qualifying dual enrollment courses that a high school student may take and the passing grade required in each dual enrollment course in order to receive college credit, and to provide the list of dual enrollment courses and passing grades to the Arizona Department of Education (ADE) and the Joint Legislative Budget Committee by September 1 of each year. Beginning in FY2022- 23, ADE is required to pay an incentive bonus to school districts and charter schools for each student in grades 9 through 12 who completes a qualifying dual enrollment course and who is enrolled in a school where 50 percent or more of the students are eligible for free or reduced-price lunches. Each qualifying student generates a bonus of $450 per passing grade in a qualifying dual enrollment course for the school. If the statewide sum of per student bonuses exceeds the amount available, bonus monies must be reduced proportionally.

First sponsor: Sen. Navarrete (D - Dist 30)

Status: 1/25 referred to Senate educ.

SB1349:

PROCUREMENT; FINAL LIST; NUMBER

For the purpose of the procurement code, a request for qualifications is required to state that in a procurement of multiple contracts for professional services to be awarded to a single person or firm, that there will be a single final list of ten persons or firms, increased from at least three and not more than five persons or firms. The maximum number of persons or firms on the single final list for a procurement for multiple contracts that are awarded to separate persons or firms is increased to ten, from five. If the purchasing agency will hold interviews as part of the selection process, the minimum number of interviews held is increased to ten.

First sponsor: Sen. Gray (R - Dist 21)

Status: 1/26 referred to Senate gov, appro.

SB1376:

SCHOOLS; CURRICULUM; MENTAL HEALTH

The State Board of Education must require that all health education instruction include mental health instruction. Mental health instruction may be included in a health course or another existing course and is required to incorporate the multiple dimensions of health by including mental health and the relationship of physical and mental health to enhance student understanding, social and emotional learning, and attitudes and behavior that promote health and well-being.

First sponsor: Sen. Bowie (D - Dist 18)

Status: 1/26 referred to Senate educ.

SB1393:

CONTINUING HIGH SCHOOL PROGRAM

The State Board of Education is required to establish a continuing high school program to provide adult learners with alternative study services that lead to the issuance of a high school diploma and industry recognized credentials. The Board is required to authorize service providers that are qualified 501(c) (3) organizations that meet specified requirements to operate schools through partnerships with school districts, nonprofit charter schools or Career Technical Education Districts. A school participating in the program is eligible to receive base support

level funding and additional assistance in the same manner as a school district or charter school, but is not eligible for transportation funding or Arizona online instruction funding. Establishes reporting requirements for service providers, and requires the Department of Education to report on the Program to the Governor and the Legislature by December 15, 2024 and by December 15 of each year after. The Board is authorized to approve program service providers with a total projected average daily membership of up to 350 in FY2022-23, up to 700 in FY2023-24, and up to 1,400 in FY2024-25 and each FY after. The program terminates on July 1, 2031.

First sponsor: Sen. Boyer (R - Dist 20)

Status: 1/26 referred to Senate educ.

SB1395:

2021 SUMMER SCHOOL; ADE; APPROPRIATION

Appropriates $25 million from the general fund in FY2020-21 to the Arizona Department of Education (ADE) to award grants to school districts for funding summer school programs for the summer of 2021. ADE is required to establish grant application criteria and to give priority to Title I schools when awarding grants.

First sponsor: Sen. Marsh (D - Dist 28)

Status: 1/27 referred to Senate educ, appro.

SB1399:

COURSE OPTIONS; FUNDING PORTABILITY; PROGRAM

Establishes a Course Options and Funding Portability Program to be administered by the State Board of Education. Beginning in the 2022- 2023 school year, school districts and charter schools in the Program are authorized to allow any student in grades 10 through 12 to enroll in one or more courses offered by the school district or charter school, whether or not the student is primarily enrolled in the school district or charter school. A student who enrolls in a course or courses offered by a school district or charter school that is not the student's primary school district or charter school is considered to be concurrently enrolled in the school district or charter school offering the course under the Program. Establishes a process for students to participate in the Program. For each course completed under the Program, the lesser of the average daily membership that is equal to 1.0 divided by the total number of courses that the student is required to take that school year, or one sixth average daily membership is generated and transferred to the school district or charter school in which the student is concurrently enrolled. The primary school district or charter school in which the student is enrolled is required to subtract the average daily membership generated from its average daily membership calculation. The State Board of Education is required to adopt rules to carry out the Program. The Program ends on July 1, 2031.

First sponsor: Sen. Boyer (R - Dist 20)

Status: 1/27 referred to Senate educ, appro.

SB1400:

SCHOOLS; COURSE EQUIVALENTS

Beginning in the 2022-2023 school year, school districts and charter schools are required to allow students in grades 9 through 12 to receive course credits through any of a list of methods, including working, participating in organized sports, community arts, or approved outside learning opportunities, and passing any course offered by a private postsecondary institution, community college or state university. Establishes guidelines for earning course credit and generating average daily membership through these methods. The State Board of Education is required to adopt rules to carry out this requirement, and is permitted to adopt rules to allow out-of-school experiences to satisfy the academic standards prescribed by the State Board of Education for students in kindergarten programs and grades 1 through 8.

First sponsor: Sen. Boyer (R - Dist 20)

Status: 1/27 referred to Senate educ.

SB1401:
ALTERNATIVE TEACHER DEVELOPMENT PROGRAM; EXTENSION
The statutory life of the Alternative Teacher Development Program is extended ten years to July 1, 2030. Retroactive to July 1, 2020.
First sponsor: Sen. Boyer (R - Dist 20)
Status: 1/27 referred to Senate educ.

SB1403:
LITERACY; DYSLEXIA SCREENING
The deadline for school districts and charter schools to ensure that at least one kindergarten through third grade teacher in each school has received training related to dyslexia is extended one year to July 1, 2022. The deadline for the Department of Education to develop a dyslexia screening plan is extended two years to July 1, 2022.
First sponsor: Sen. Boyer (R - Dist 20)
Status: 1/27 referred to Senate educ.

SB1404:
CTEDS; DISTRICT GOVERNING BOARDS; ELECTIONS
To be eligible for election to the office of Career Technical Education Board member from the single member district, a person must have been a resident of the single member district for at least one year immediately preceding the date of the election. A qualified elector of a school district that has previously increased its governing board to five members is authorized to submit to the county school superintendent a petition, signed by at least ten percent of the qualified electors of the district, requesting that the question of reducing the number of members of the school district governing board to three be considered in the next general election. If the majority of the electors voting on the question of reducing the number of governing board members votes in the affirmative, the school district is required to reduce its governing board to three members. A member who is serving on a school district governing board that reduces its governing board to three members continues to serve as a member of the governing board until expiration of the member's current term of office. A process for reducing the membership of the board is specified.
First sponsor: Sen. Boyer (R - Dist 20)
Status: 1/27 referred to Senate educ.

SB1423:
SCHOOLS; BULLYING POLICY; DEFINITION
Defines "bullying" as any written, verbal or physical act or any electronic communication that is intended to harm or that a reasonable person would know is likely to harm one or more students. Charter schools are required to prescribe and enforce policies and procedures to prohibit students from harassing, intimidating and bullying other students. The policies and procedures must include specified elements. Also modifies the required elements of school district anti-bullying policies. Contains a legislative intent section.
First sponsor: Sen. Bowie (D - Dist 18)
Status: 1/27 referred to Senate educ.

SB1433:
STUDENTS; DISTANCE LEARNING PLANS; FUNDING
For FY2020-21, students who receive instruction through a distance learning plan are required to be funded at the same amount as students receiving in-person instruction, and cannot be funded as students receiving Arizona online instruction. Retroactive to July 1,
2020. Emergency clause.
First sponsor: Sen. Mesnard (R - Dist 17)
Status: 1/27 referred to Senate appro.

SB1449:
STUDENTS; DISTANCE LEARNING PLANS; FUNDING
Subject to the review by the Joint Legislative Budget Committee, the Superintendent of Public Instruction is required to adjust state aid for a school district in the current year if the governing board of a school district requests the recalculation of state aid for a prior year due to a change in assessed valuation that occurred as the result of a decision by a county board of equalization or the State Board of Equalization. Retroactive to July 1, 2019.
First sponsor: Sen. Kerr (R - Dist 13)
Status: 1/27 referred to Senate appro.

SB1452:
ARIZONA EMPOWERMENT SCHOLARSHIPS ACCOUNTS; REVISIONS
Numerous changes to statutes relating to Arizona Empowerment Scholarship Accounts (ESAs). The definition of "qualified student" is expanded to include a child who receives federal Title I services for low-income students under the federal Every Student Succeeds Act or a child who receives free or reduced-price lunches under the National School Lunch and Child Nutrition Acts. The prohibition on a student accepting a scholarship from a school tuition organization concurrently with an ESA for the qualified student in the same year applies only before grade nine or in any year if the combined scholarship awards exceed the total per pupil spending of the public school district in which the student resides. Expands the list of qualified expenses that ESA monies may be used for to include public transportation services in Arizona, including a commuter pass for the qualified student, or commercial transportation service between the qualified student's residence and a qualified school in which the qualified student is enrolled. A child who participates in an ESA continues to be entitled to an equitable share of the funding that would otherwise be allocated to a charter school or school district for that child from the Classroom Site Fund. More.
First sponsor: Sen. Boyer (R - Dist 20)
Status: 1/27 referred to Senate educ.

SB1453:
SCHOOL DISTRICTS; AGGREGATE EXPENDITURE LIMITATION
For the purpose of calculating expenditure limits for school districts, the definition of "base limit" is modified to mean the total amount of expenditures of local revenues of all school districts in FY2022-23, instead of FY1979-80, and the calculations for the aggregate expenditure limitation for all school districts are modified to use the aggregate student population of all school districts for the school year 2021-2022, instead of 1978-1979, and the GDP price deflator for the 2021 calendar year, instead of the 1978 calendar year. Conditionally enacted on the state Constitution being amended by a vote of the people at the 2020 general election by passage of an unspecified Senate Concurrent Resolution (blank in original).
First sponsor: Sen. Boyer (R - Dist 20)
Status: 1/27 referred to Senate educ.

SB1456:
SEX EDUCATION INSTRUCTION; PARENTAL RIGHTS
Numerous changes to statutes relating to sex education in public schools. School districts and charter schools are prohibited from providing sex education instruction before the 6th grade. Prohibits charter schools, in addition to school districts, from providing sex education instruction to a student unless the student's parent provides written permission. Written permission from a parent is also required for a student to participate in instruction on AIDS and HIV. School districts and charter schools are required to make any sex education curricula, including curricula related to instruction on AIDS and HIV, available for a parent's review, and to notify parents where the curricula is available before the parent provides written permission. Before a school district or charter school offers sex education instruction, the school district

governing board or charter school governing body is required to review and approve the sex education course of study and ensure compliance with statute. Before approval, the board must make any proposed sex education course of study available to the public for review and comment. Public educational institutions are required to obtain signed, written consent from a student's parent or guardian before providing sex education instruction or instruction regarding sexual orientation, gender identity, or gender expression to the student. When the public educational institution seeks consent, it must at the same time inform the student's parent or guardian of the parent or guardian's right to review the instructional materials and activities.

By December 15, 2021, each school district and charter school that offers any sex education instruction is required to review its course of study and revise it to comply with this legislation.

First sponsor: Sen. Barto (R - Dist. 15)

Status: 1/27 referred to Senate educ.

SB1464:

PROCUREMENT; INFORMATION CONTENT PROVIDER; PROHIBITION

Beginning on the effective date of this legislation, the Director of the Department of Administration is required to terminate, and direct any state government unit or political subdivision to terminate, any existing contract with a contractor that is an information content provider or a qualified marketplace platform that has engaged in "targeted censorship" (defined as deleting or placing a disclaimer on any form of free speech that is unequally applied based on a particular belief that is expressed in any form). State government units and political subdivisions are prohibited from contracting with an information content provider or a qualified marketplace platform that has engaged in targeted censorship.

First sponsor: Sen. Rogers (R - Dist. 6)

Status: 1/28 referred to Senate trans-tech.

SB1510:

APPROPRIATION; SCHOOLS; ENROLLMENT STABILIZATION GRANTS

Appropriates an unspecified amount (blank in original) from the general fund in FY2021-22 to the Department of Education to distribute to school districts and charter schools for enrollment stabilization grants to mitigate the economic impacts of COVID-19 and provide financial stability to local education agencies in Arizona.

First sponsor: Sen. Boyer (R - Dist 20)

Status: filed.

SB1513:

EMPOWERMENT SCHOLARSHIP ACCOUNTS; QUALIFIED STUDENTS

For the purpose of Arizona empowerment scholarship accounts, the definition of "qualified student" is expanded to include a child whose parent is a veteran of the U.S. Armed Forces, a child whose parent is a "first responder," and a child of a "health professional" (define elsewhere in statute) who is employed full-time and who provides direct patient care.

First sponsor: Sen. Rogers (R - Dist. 6)

Status: filed.

SB1572:

SCHOOLS; EARLY LITERACY

Amending sections 15-501.01, 15-701 and 15-704, Arizona revised statutes; relating to school instruction.

First sponsor: Sen. Shope (R - Dist. 8)

Status: filed.

SCR1020:

ENGLISH LANGUAGE EDUCATION; REQUIREMENTS

The 2022 general election ballot is to carry the question of whether to amend state statute to repeal and replace provisions related to English language learners. Public schools are required to ensure that all English language learners receive the highest quality education, master the English language and access high quality, innovative research-based language programs. School districts and charter schools are authorized to establish dual- language immersion programs for both native and nonnative English speakers. Directs Legislative Council to prepare conforming legislation.

First sponsor: Sen. Shope (R - Dist. 8)

Status: 1/25 referred to Senate educ.

SCR1021:

AGGREGATE EXPENDITURE LIMITATION; SCHOOL DISTRICTS

The 2022 general election ballot is to carry the question of whether to amend the state Constitution to change the aggregate expenditure limitation for all school districts by using FY2022-23 as the base year, instead of FY1979-80.

First sponsor: Sen. Boyer (R - Dist. 20)

Status: 1/25 referred to Senate educ, appro.

SCR1022:

SCHOOL DISTRICTS; EXPENDITURE LIMIT; AUTHORIZATION

The Legislature authorizes the expenditure of local revenues by school districts in excess of the expenditure limitation prescribed in the state Constitution in FY2020-21. This authorization is effective only on the approval of this resolution by at least 2/3 of the members of each house of the Legislature by roll call vote.

First sponsor: Sen. Boyer (R - Dist. 20)

Status: 1/25 referred to Senate educ, appro.

AMPHITHEATER
Public Schools

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 9, 2021**

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

BACKGROUND:

Candidate(s) will be presented herein to fill vacancies created by leaves of absence, retirements, resignations, and new positions. Appointments are current as of February 8, 2021.

RECOMMENDATION:

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

INITIATED BY:

Michelle H. Tong, J.D., Associate to the Superintendent **Date: February 8, 2021**

Todd A. Jaeger, J.D., Superintendent

2/9/2021

GOVERNING BOARD MEETING APPOINTMENTS

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Sypherd	Tanner	Teacher - Special Education Resourc	CT	Innovation Academy	CTT-BA	0 years	Replacement	Mr. McConnell	
Caffrey	Bruce	Community Technology Support Spe	CL	Wetmore Center	I	5+ years	New	Dr. Lopez	
Eberhardt	Tina	Payroll Specialist I	CL	Wetmore Center	I	0 years	Replacement	Ms. Ellis	
Lopez De Celaya	Brenda	Food Service Attendant I	CL	Holaway Elementary	A	N/A	Replacement	Ms. Cribbs	
Negron	Jesus	Security Officer	CL	Ironwood Ridge High	D	N/A	Replacement	Mr. Munger	

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*	2019-2020 School Year
Addendum	Former employee or new hire receiving extra-curricular position
New	New hire filling a newly created position
Rehire	Former employee returning to a position in the district
Replacement	New hire filling a vacated position
Rescind	Declined position after appointment

HSP	High School Principal
MSP	Middle School Principal
ESP	Elementary School Principal
HSA	High School Assistant Principal
MSA	Assistant Middle School Principal
ESA	Elementary Assistant Principal
SAS	Support Administrator

ADCT	Addendum Certified
ADCL	Addendum Classified
ADACS	Addendum Amphi Community Schools
ADDM	Addendum Only
CT-AD	Certified Administrative
CT	Certified
CL-AD	Classified Administrative
CL	Classified
PR	Professional
ASW	Student Worker

Substitutes

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	COMMENT
Dolan Anderson	Barbara		CT		01/21/2021	
Handy	Daniel		CT		01/20/2021	
Randall	Louisa		CT		01/13/2021	
Dearmore	Helen		CL		01/15/2021	
Stanners	Julie		CL		01/13/2021	
Whitehead	Maria		CL		01/13/2021	

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AD	Administrative
PR	Professional
CT	Certified
CL	Classified

AMPHITHEATER
Public Schools

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 9, 2021**

TITLE: **Approval of Personnel Changes**

BACKGROUND:

Changes in the employment status of employee(s) and/or job description(s) will be presented herein. Changes are current as of February 1, 2021.

RECOMMENDATION:

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

INITIATED BY:

Michelle H. Tong, J.D., Associate to the Superintendent **Date: February 1, 2021**

Todd A. Jaeger, J.D., Superintendent

2/9/2021

GOVERNING BOARD MEETING
PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Altemara-Arnold	Sara	Teacher - Physics	CT	CDO High School	Decrease FTE		N/A	0.2 FTE
Altemara-Arnold	Sara	Teacher - Physics	CT	Amphi Academy Online	Increase FTE		N/A	0.2 FTE
Conboy	Sally	Teacher - History	CT	Amphi Academy Online	Increase FTE		N/A	0.2 FTE
Conboy	Sally	Teacher - History	CT	CDO High School	Decrease FTE		N/A	0.2 FTE
Fletcher	Peter	Teacher - Biology	CT	Amphi Academy Online	Increase FTE		N/A	0.2 FTE
Fletcher	Peter	Teacher - Biology	CT	Ironwood Ridge High	Decrease FTE		N/A	0.2 FTE
Garbera	Shawn	Teacher - English	CT	Amphi Academy Online	Increase FTE		N/A	0.2 FTE
Garbera	Shawn	Teacher - English	CT	Ironwood Ridge High	Decrease FTE		N/A	0.2 FTE
Garcia Salcido	Jose	Teacher - Physics	CT	Amphi High School	Decrease FTE		N/A	0.2 FTE
Garcia Salcido	Jose	Teacher - Physics	CT	Amphi Academy Online	Increase FTE		N/A	0.2 FTE
Green	Rebecca	Teacher - Language Arts	CT	Amphi Academy Online	Increase FTE		N/A	0.1667 FTE
Green	Rebecca	Teacher - Writing Lab	CT	Coronado K-8 School	Decrease FTE		N/A	0.1667 FTE
Michaels	Christina	Teacher - Math Intervention	CT	La Cima Middle School	Decrease FTE		N/A	0.1667 FTE
Michaels	Christina	Teacher - Mathematics	CT	Amphi Academy Online	Increase FTE		N/A	0.1667 FTE
Moreno	Kristin	Teacher - Language Arts	CT	Wilson K-8 School	Decrease FTE		N/A	0.3333 FTE
Moreno	Kristin	Teacher - Language Arts	CT	Amphi Academy Online	Increase FTE		N/A	0.3333 FTE
Reis	Cary	Teacher - General Science	CT	Amphi Middle School	Decrease FTE		N/A	0.1667 FTE
Reis	Cary	Teacher - General Science	CT	Amphi Academy Online	Increase FTE		N/A	0.1667 FTE
Watson	Forrest	Teacher - English	CT	Amphi High School	Decrease FTE		N/A	0.2 FTE
Watson	Forrest	Teacher - English	CT	Amphi Academy Online	Increase FTE		N/A	0.2 FTE

*	2019-2020 School Year
Addendum	Employee receiving extra-curricular position or stipend
Added Duty	Employee working additional hours or days
Additional Position	Employee working an additional position
Correction	Correction to contract
Decrease FTE	Decrease in hours
Demotion	Voluntary demotion
Extension	End date being extended
Increase FTE	Increase in hours/contract
Promotion	Employee receiving a promotion to another position
Reassignment	Employee moving to another position at the direction of the administration
Status Change	Employee changing status (i.e. short term to career)
Temporary	Employee working for a limited period of time
Transfer	Employee moving from one position to another

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

GOVERNING BOARD MEETING
PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Aguilar Herrera	Cruz	Food Service Attendant II	CL	Walker Elementary	Transfer	B	N/A	
Maldonado Granil	Rosa	Custodian I	CL	Walker Elementary	Transfer	D	N/A	
Maldonado Granil	Rosa	Crossing Guard	CL	Walker Elementary	Transfer	A	N/A	
Maldonado Granil	Rosa	Campus Monitor	CL	Walker Elementary	Transfer	A	N/A	
Perez	Edgar	Groundskeeper I	CL	Facilities Support	Transfer	D	N/A	
Romero	Cenobio	Custodian I	CL	Walker Elementary	Transfer	D	N/A	
Ambrosio	Trish	ADDN - Extra Hours	ADCT	Ironwood Ridge High	Added Duty			$28.02 per hour
Bose	Emma	ADDN - Extra Hours	ADCT	Ironwood Ridge High	Added Duty			$24.56 per hour
Fletcher	Peter	ADDN - Extra Hours	ADCT	Ironwood Ridge High	Added Duty			$31.36 per hour
Garbera	Shawn	ADDN - Extra Hours	ADCT	Ironwood Ridge High	Added Duty			$25.58 per hour
Gipson	Lori	ADDN - Extra Hours	ADCT	Ironwood Ridge High	Added Duty			$27.97 per hour
Johnson	Marian	ADDN - Certified Tutor	ADCT	Wetmore Center	Addendum			$30.00 per hour
Lopez	Analia	ADDN - Certified Tutor	ADCT	Keeling Elementary	Addendum			$30.00 per hour
Rouille	Doreen	ADDN - Extra Hours	ADCT	Ironwood Ridge High	Added Duty			$30.78 per hour

*	2019-2020 School Year
Addendum	Employee receiving extra-curricular position or stipend
Added Duty	Employee working additional hours or days
Additional Position	Employee working an additional position
Correction	Correction to contract
Decrease FTE	Decrease in hours
Demotion	Voluntary demotion
Extension	End date being extended
Increase FTE	Increase in hours/contract
Promotion	Employee receiving a promotion to another position
Reassignment	Employee moving to another position at the direction of the administration
Status Change	Employee changing status (i.e. short term to career)
Temporary	Employee working for a limited period of time
Transfer	Employee moving from one position to another

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

AMPHITHEATER
Public Schools

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 9, 2021**

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

BACKGROUND:
Leave(s) of absence will be presented herein and are current as of February 1, 2021.

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

INITIATED BY:

Michelle H. Tong, J.D., Associate to the Superintendent **Date: February 1, 2021**

Todd A. Jaeger, J.D., Superintendent

2/9/2021

GOVERNING BOARD MEETING
LEAVES OF ABSENCE

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Amonson	Terri	Assistant Principal	CT-AD	Ironwood Ridge High	01/25/2021	Return date
Manly	Ashlee	Teacher - Grade 1	CT	Innovation Academy	01/19/2021	Start date
Escamilla De Gon	Amalia	Custodian I	CL	Prince Elementary	01/20/2021	Return date
Escamilla De Gon	Amalia	Custodian I	CL	Prince Elementary	12/28/2020	Start date
Johnson	Connie	Bus Driver	CL	Transportation	02/01/2021	Start date
Ochoa	Adelina	Bus Driver	CL	Transportation	01/19/2021	Return date
Rubio	Olga	Food Service Attendant I	CL	La Cima Middle School	01/25/2021	Return date
Velarde Delgado	Sara	Custodian I	CL	Holaway Elementary	12/28/2020	Start date

*	2019-2020 School Year
CT-AD	Certified Administrative
CT	Certified
CL-AD	Classified Administrative
CL	Classified
PR	Professional

AMPHITHEATER
Public Schools

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 9, 2021**

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

BACKGROUND:
Separation(s) and termination(s) will be presented herein. Separations are current as of February 8, 2021.

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

INITIATED BY:

Michelle H. Tong, J.D., Associate to the Superintendent **Date: February 8, 2021**

Todd A. Jaeger, J.D., Superintendent

2/9/2021

GOVERNING BOARD MEETING
SEPARATIONS

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Renteria	David	Coach - Basketball Assistant	VOLCO	Ironwood Ridge High	01/25/2021	Resignation	
Scheible	Kimberly	Speech/Language Pathologi	CT-PR	Wetmore Center	05/21/2021	Resignation	
Argentati	Kathrin	Teacher - Cross Categorical	CT	Amphi High School	01/08/2021	Retirement	
Harris	Ellen	Teacher - Grade 3	CT	Prince Elementary	05/21/2021	Retirement	
Roodvoets	Jessica	Librarian	CT	Cross Middle School	02/01/2021	Resignation	
Sanzo	Christina	Teacher - Cross Categorical	CT	Nash Elementary	05/21/2021	Retirement	
Welsh	Brian	Teacher - P. E.	CT	Prince Elementary	05/21/2021	Resignation	
Carozzoni	Kelly	Secretary I	CL	CDO High School	01/20/2021	Resignation	
Ellersick	Stephanie	Clerk II	CL	Innovation Academy	01/25/2021	Resignation	This position only
Jackson	Laurel	Clerk II	CL	Wetmore Center	12/04/2020	Resignation	
Pereyda	Clarissa	Attendance Clerk	CL	Amphi High School	02/03/2021	Resignation	
Ritchie	Valerie	Benefits Specialist	CL	Wetmore Center	02/19/2021	Retirement	
Brunswick	Samantha	Special Education Facilitator	ADCT	Holaway Elementary	01/29/2021	Resign addendum	
Brunswick	Samantha	ADDN - Section 504	ADCT	Holaway Elementary	01/29/2021	Resign addendum	

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*	2019-2020 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

Substitutes

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	REASON
Cajigas	Ruben		CT		01/27/2021	

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AD	Administrative
PR	Professional
CT	Certified
CL	Classified

AMPHITHEATER
Public Schools

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 9, 2021**

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

BACKGROUND:

Coaching volunteer(s) and corresponding stipend(s) will be presented herein and are current as of February 1, 2021.

RECOMMENDATION:

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

INITIATED BY:

Michelle H. Tong, J.D., Associate to the Superintendent **Date: February 1, 2021**

Todd A. Jaeger, J.D., Superintendent

2/9/2021

GOVERNING BOARD MEETING
COACHING VOLUNTEERS

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Jimenez	Raul	ADDN - Extra Curric. Activ. Direct	CDO High School	Correction	Correction from Personnel Change
Jimenez	Raul	ADDN - Extra Curric. Activ. Direct	CDO High School	Correction	Correction from Personnel Change
Martinez	David	ADDN - Athletic Equipment Tech.	Ironwood Ridge High	Correction	Correction from Personnel Change
Sevinsky	Nicole	Coach - Spiritleading Assistant W	CDO High School	Correction	Correction from Personnel Change
Variance	Thaddeus	Coach - Football Assistant HS	Ironwood Ridge High	Correction	Correction from Personnel Change
Wadhams	Karen	Coach - Spiritleading Head Winte	CDO High School	Correction	Correction from Personnel Change
Wadhams	Karen	Coach - Spiritleading Head Fall H	CDO High School	Correction	Correction from Personnel Change

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* 2019-2020 School Year

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 9, 2021**

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

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

January 26, 2021

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

INITIATED BY:

Karin Smith **Date: February 3, 2021**
Executive Assistant to the Superintendent & Governing Board

Todd A. Jaeger, J.D., Superintendent

Minutes of the Special Governing Board Meeting
Amphitheater Public Schools
Tuesday, January 26, 2021

A Special public meeting of the Governing Board of Amphitheater Public Schools was held Tuesday, January 26, 2021, beginning at 5:30 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson, AZ in the Leadership and Professional Development Center. The meeting was held under COVID-19 pandemic related conditions.

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

Superintendent's Cabinet Members Present
Mr. Todd A. Jaeger, J.D., Superintendent
Dr. Roseanne Lopez, Associate Superintendent for Elementary Education
Mr. Michael Bejarano, Associate Superintendent for Secondary Education
Ms. Michelle H. Tong, J.D., Associate to the Superintendent and Legal Counsel
Mr. Scott Little, Chief Financial Officer
Ms. Kristin McGraw, Director of Student Services
Ms. Tassi Call, Director of 21st Century Education
Dr. Shannon McKinney, Director of Curriculum and Assessment
Mr. James Burns, Executive Manager of Operational Support
Ms. Michelle Valenzuela, Director of Communications

1. **CALL TO ORDER AND SIGNING OF THE VISITOR'S REGISTER**
President Zibrat called the meeting to order at 5:30 p.m. and invited members of the audience to sign the visitors' register.

2. **ANNOUNCEMENT OF DATE AND PLACE OF NEXT REGULAR GOVERNING BOARD MEETING**
President Zibrat announced the next Regular Governing Board meeting would be held on Tuesday, February 9, 2021 at 6:00 p.m., at the Wetmore Center, 701 W. Wetmore Road, Tucson, AZ 85705 in the Leadership and Professional Development Center.

PLEDGE OF ALLEGIANCE
Superintendent Jaeger noted that the Pledge of Allegiance was inadvertently omitted from the agenda and given that state law does permit the recitation of the pledge, he recommened that the Board should still do so.

President Zibrat thanked Superintendent Jaeger for bringing that to her attention and asked him to lead the pledge.

3. **PUBLIC COMMENT[1]**
President Zibrat reminded Ms. Millerd of the Call to the Audience Procedures.

Lisa Millerd, a teacher at Amphitheater High School and Amphi Education Association (AEA) President said regular communications from Superintendent Jaeger have been reassuring to staff and she hoped they would continue. She felt that since teachers communicate with students and families, their expertise should be part of the decision-making process. She commented that to build trust, defining and solving problems needs to be done together.

4. INFORMATION

A. Superintendent's Report: Update on Pandemic Conditions

See Exhibit 1 for Superintendent Jaeger's Power Point Presentation.

Superintendent Jaeger noted that Board Members have requested regular updates and reports on community data and how that relates to the pandemic and school operations. He first gave an update on activities throughout the District.

In a recent Zoom class, teachers at Innovation Academy used pizza pies as a creative way to teach students about fractions.

The Wilson K-8 library team provided curbside library book pick-up service to support the love of reading during remote learning.

Eighth-grade science students at Cross Middle School have been learning about atoms and built some atom models at home.

The 100th day of school was January 25, 2021. Students throughout the District celebrated with lots of fun activities. At Innovation Academy, students were challenged to build the tallest structure possible out of 100 index cards and hold a stuffed animal. Kindergarten students at Harelson Elementary marked the 100th day with computer generated pictures of how they might look when they are 100 years old.

For another 100 day celebration, elementary school principals created a video counting to 100! Superintendent Jaeger ended the video with the revelation that 5th grade students have attended school for 1000 school days over their lives thus far. He then read the poem "The 100 Days of School" written by Principal Carol Tracy and Principal Michael McConnell. The video can be viewed on the Amphi website at www.amphi.com and on Amphi's Facebook page.

Superintendent Jaeger showed a stunning picture, sent in from our Transportation Department, depicting a rare winter storm that brought snow to the valley. With our bright yellow buses in the foreground, the Catalina Mountains just above looked majestic all blanketed by snow.

Upcoming events included the District Spelling Bee which will be held remotely on January 27, 2021. Painted Sky Elementary School will host the virtual event that will include 24 students (and 3 alternates) from 12 schools.

Also upcoming on January 27, 2021, is a "Family Room" event. Led by District social workers, this ongoing program will focus on Strategies for Self-regulation. This virtual presentation is an opportunity to learn how stress and trauma impacts our children's (and our own) ability to self-regulate.

Superintendent Jaeger invited Dr. Lopez to give a report on the elementary school status and Mr. Bejarano to give a report on secondary education.

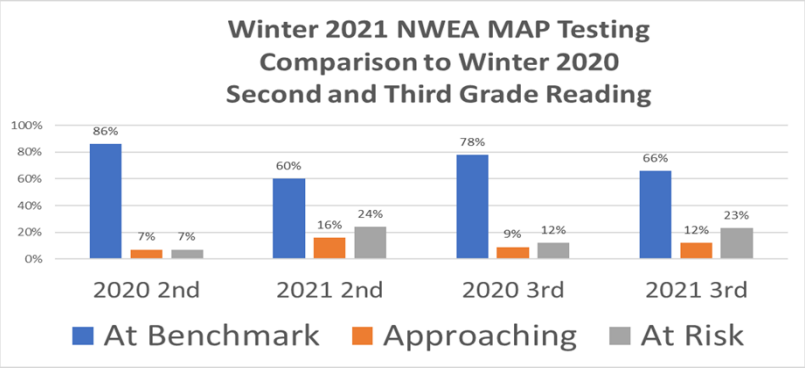
Dr. Lopez said that she asked the principals to give her an update on the positive and the challenging issues they are working through as school has returned to remote learning.

The principals reported some of the challenges they were experiencing included getting supplemental materials to students and having students return completed work. Principals noted that contacting absent students or parents is also challenging.

They said work quality has declined due to the inability to give immediate in-person feedback, and parents and students are frustrated with online learning. She noted that another challenge was that online learning environments can be distracting and internet quality issues in homes and daycares are not always adequate. Another statement of concern was the growing gap in proficiency levels. Teachers are frustrated with the inability to plan for long term, and administering required testing remotely is challenging. They miss their students, and the students miss each other and their teachers.

Dr. Lopez said some positive comments noted were that remote offers a consistent routine each day and the daily contact with students allows them to personalize instruction. Because relationships between students were built during hybrid, there is more student engagement in remote by necessity this time, rather than when school first started. This has motivated students to attend online regularly. Overall, there is less stress for staff, students, and parents regarding the possibility of having to quarantine. She also reported approximately 300 students use the onsite supervision services daily.

Dr. Lopez shared information concerning Benchmark testing. The data compared Winter 2021 NWEA MAP Testing to Winter 2020 testing of second and third grade reading scores. She was concerned about the scores until she received the results and then was encouraged with the outcome. She acknowledged some students scored lower and will need additional assistance, but she attributed the relative success to the hard work of classroom teachers, special education teachers, and interventionists, many times working in small groups or one on one with students.



Dr. Lopez reported in order to receive the Move on When Reading funding, Benchmark testing data must be provided to the Arizona Department of Education three times a year. With these testing results she was able to complete the required submission this week.

Mr. Bejarano spoke about secondary education remote learning. He said it has been an ongoing challenge to improve attendance. To address that, the implementation of a regular school bell schedule and requiring students to be present and visible online has made a difference with most students attending class. For students that must quarantine, this schedule allows them to continue to participate through online classes. Student participation is up, especially for students that tend to be more reserved in the traditional classroom setting, and teachers continue to give lessons that are engaging. Attendance clerks are calling home immediately if a student has not logged on. When students are absent, school administration will call or make a home visit.

Mr. Bejarano said staff and students are struggling with the continuing isolated environment and the amount of screen time is still a concern. Also, the lack of substitutes has become a concern for teachers. Principals have concerns regarding students in their transition years since activities and events are not able to be held (that they might normally mark and celebrate like 5th to 6th grade and 8th to 9th grade). They are also concerned with how to hold large celebrations, such as prom and graduation, in a safe way.

He commented that there are some advantages to remote teaching. It is easier, for example, for teachers to navigate than hybrid. It is harder for teachers to plan class with students in the different hybrid cohorts. There has also been tremendous growth in teachers' instructional practices, especially in using and utilizing learning platforms.

Mr. Bejarano gave an update on Amphi Academy Online. He noted that elementary enrollment is at 664 students with 37 students on a wait list. Middle school enrollment is at 292 students with no students on a wait list. High school enrollment is at 550 students with no students on a wait list. He explained that all secondary students are registered as they apply for enrollment, there is no wait list for secondary enrollment.

Dr. Lopez compared aggregate attendance in hybrid learning against remote learning models. In the first quarter, which was only remote learning, the percent of students attending class was 87.64%. The second quarter was hybrid learning, and the percent of students attending class was 78.20%. The first three weeks of the third quarter showed 82.66% percent of students attended class. Typically, in the traditional learning model, attendance would be over 90%.

Vice President Day requested attendance data that is specific to each grade level. Mr. Bejarano responded that this information is available, however he did not have it with him. Superintendent Jaeger said he would provide the information to the Board at a later date.

Superintendent Jaeger shared data from the Pima County Health Department (PCHD). Pima County cases per 100,000 on December 27, 2020 were at 732; percent positivity was at 23.5%; hospital visits for COVID-19 like symptoms were at 14.7%. On January 3, 2021, there were 835 cases per 100,000; percent positivity declined to 21.7%; hospital visits were at 14.8%.

He reviewed the following indicators relating to schools re-opening.

> Disease Data Indicators: Cases over two consecutive weeks; percent positivity; and COVID-19 like illnesses are all in the red zone.
>
> Healthcare System Availability: Lab testing availability and utilization is in the green; adequate hospital bed capacity to care for two times the current COVID-19 cases (+surge) - statewide are in the red; sufficient Personal Protective Equipment (PPE) for emergency responders is in the yellow.
>
> Public Health Tracking and Prevention: Timely case investigation is in the red; testing of symptomatic contacts within 48 hours is yellow; facilities/support for patients who cannot be discharged home – statewide is yellow.

Superintendent Jaeger said PCHD is now providing COVID-19 data about school age children. He shared the total reported infections (ages 5 – 18) per month. In October 2020, there were 459 reported cases; November 2020 had 1,559 reported cases; December 2020 had 3,660 reported cases. As of January 21, 2021, there were 2,133 reported cases. These numbers are broken out by age group on the Power Point slides.

Statewide school guidance is still that all districts remain in remote learning mode for all counties.

Superintendent Jaeger said he was hopeful that the current target for re-opening on February 15, 2021 will be able to occur due to progress shown by the PCHD data and the increase in vaccinations.

Superintendent Jaeger reported information he received from Dr. Francisco Garcia, Pima County's Health Director and Chief Medical Officer and the Pima County deputy administrator. He noted that Dr. Garcia felt the first dose of vaccinations for all Pima County school district staff should be completed in three weeks.

President Zibrat thanked Superintendent Jaeger for his update and his leadership. She asked if Board members had any questions.

Mr. Kopek thanked Superintendent Jaeger for his leadership and commented that he agreed that hybrid learning should be postponed until February 15, 2021. He acknowledged the feedback regarding that decision and the vaccine available to staff soon. He appreciates the care and caution being taken with our staff and students. He also stated his disappointment in our Governor saying in the State of the State Address that closed schools will not be state-funded. At the same time, the recommendation of the Director of the state public health agency states schools should be held virtually. He felt these conflicts have created a massive amount of problems for districts to deal with.

Dr. Baker asked for information concerning the procedures in place to vaccinate District employees.

Superintendent Jaeger responded that PCHD acknowledged there have been many challenges in the vaccine rollout. Various vaccine efforts by counties, universities, and hospital systems impacted how far the vaccines would go. Vaccines are being replenished, and PCHD understands the ramification of vaccinating school personnel. Currently, more vaccine is on order and Tucson Medical Center (TMC) is taking over the registration process for the "1.B." groups.

Ms. Cox Golder asked how many employees have been vaccinated at this time. Superintendent Jaeger noted that according to Dr. Garcia approximately 10% county wide have been vaccinated. The District will be conducting an employee survey next week regarding the vaccination. He will update the Board when that information becomes available. Superintendent Jaeger encouraged employees to seek out whatever avenue they can to sign up and get vaccinated.

5. CONSENT AGENDA[3]

Details of agenda items, supporting documents, and presentations are available in the electronic BoardBook by clicking on the hyperlink below.
https://meetings.boardbook.org/Public/Organization/2065

President Zibrat asked if there were any Items that should be pulled for further discussion. There were none. Vice President Day moved for Consent Agenda Items A. – N. be approved as presented. Ms. Cox Golder seconded the motion. Roll call vote in favor - 5: President Zibrat, Vice President Day, Dr. Baker, Ms. Cox Golder, and Mr. Kopec. Roll call vote opposed - 0. Consent Agenda Items A. – N. passed.

A. Approval of Appointment of Non-Administrative Personnel
Non-administrative personnel appointments were approved as listed in Exhibit 2.

B. Approval of Personnel Changes
Certified and classified personnel changes were approved as listed in Exhibit 3.

C. Approval of Leave(s) of Absence
Leave(s) of absence were approved as listed in Exhibit 4.

D. Approval of Separation(s) and Termination(s)
Separation(s) and termination(s) were approved as listed in Exhibit 5.

E. Approval of Stipend for Coaching Volunteers
Approval of stipend for coaching volunteers were approved as listed in Exhibit 6.

F. Approval of Minutes of Previous Meeting(s)
Minutes of the January 12, 2021 Governing Board meeting was approved as submitted in Exhibit 7.

G. Approval of Vouchers Totaling and Not Exceeding Approximately $2,458,319.09
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 listed in Exhibit 8.

Voucher #	Amount	Voucher #	Amount	Voucher #	Amount
1168	$157,772.60	1169	$14,742.96	1170	$756,032.23
1171	$228,483.84	1172	$92,291.15	1174	$ 37,167.95
1175	$ 89,667.98	1176	$96,703.46	1177	$ 10,303.63
1178	$863,673.11	1179	$85,244.86	1180	$ 26,235.32

H. Acceptance of Gifts

Gifts were accepted by the Governing Board as listed in Exhibit 9.

I. Award of Contract for Education and Career Action Plan Platform Request for Proposals (RFP) 11-19-2020

The Governing Board approved the award of contract for Education and Career Action Plan Platform to Major Clarity.

J. Award of Contract for Access Points, Network Switches with Components and Associated Licensing Based Upon Responses to Request for Proposal (RFP) 01-12-2021

The Governing Board approved the award of contract for access points, network switches with components and associated licensing to Global Market Innovators, Inc.

K. Approval of School Facilities Board (SFB) Grant for Amphi High School 300 Wing Structural Repairs Design

The Governing Board approved the SFB Grant for Amphi High School 300 wing structural repairs design as presented in Exhibit 10.

L. Approval of School Facilities Board (SFB) Grant for Amphi High School Main Gym Roof Replacement

The Governing Board approved the SFB Grant for Amphi High School main gym roof replacement as presented in Exhibit 11.

M. Approval of School Facilities Board (SFB) Grant for Amphitheater High School Central Plant 1 Hot Water Line Leak Assessment

The Governing Board approved the SFB Grant for Amphitheater High School central plant 1 hot water line leak assessment as presented in Exhibit 12.

N. Approval of School Facilities Board (SFB) Grant for Ironwood Ridge High School Weatherization Design Bldgs 1005 & 1006

The Governing Board approved the SFB Grant for Ironwood Ridge High School weatherization design for buildings 1005 and 1006 as presented in Exhibit 13.

STUDY

A. Study of Governing Board Policy DJE (Bidding/Purchasing Procedures)

The Governing Board studied Policy DJE (Bidding/Purchasing Procedures) as presented in Exhibit 14.

Superintendent Jaeger explained to the Board that this policy requires the Board's attention in regards to updating the policy. He invited Ms. Tong to explain further.

Ms. Tong noted that Amphitheater School District is a member of the Arizona School Board Association (ASBA). When laws change, ASBA reviews the changes and then recommends policy changes to school district members. The following recommended changes are from the ASBA. Ms. Tong noted the changes as presented in Exhibit 14.

She said that when quotes are requested from vendors, the policy states that "verbal" quotes were required for transactions of at least ten thousand dollars and less than one hundred thousand dollars. The recommendation is to change from "verbal" to "written" quotes.

Ms. Tong recommended adding "aggregate" to the policy to clarify district spending and not individual site spending. For example, "*Written price quotations will be requested from at least three vendors for transactions of at least ten thousand dollars and less than one hundred thousand dollars in the* "aggregate" *amount of purchase.*"

President Zibrat asked the Board if they had any questions or comments. Dr. Baker said that he agreed with Ms. Tong that adding in "aggregate" makes sense and clarifies the policy.

There were no other comments. Ms. Tong noted that this policy will be brought back to the next meeting for Board approval, and she will add in "aggregate" as discussed.

2. PUBLIC COMMENT

There were none.

3. BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

Vice President Day asked for an update on grading changes.

Dr. Baker requested an update to the reality on funding with online and hybrid learning.

As additional content for his Superintendent's Report, Superintendent Jaeger noted that he went to the Capitol in Phoenix on Tuesday, January 19, 2021 to meet with Senator Leach regarding budgetary needs in the K-12 sector. He was joined by a member of the district's education finance reform lobbyist and a representative from Vail School District. Superintendent Jaeger said they advocated for the legislature to change the funding formulas specific to online learning, which normally reduces the funding for students who are in online learning by 5%. He thanked Senator Leach for his efforts and noted that the Senate proposed a budget which reflected online learners be funded at 100%.

Ms. Cox Golder thanked Superintendent for his efforts in lobbying for this change.

4. ADJOURNMENT

President Zibrat asked for a motion to adjourn the meeting. Vice President Day so moved. Mr. Kopec seconded the motion. There was no discussion. Roll call vote in favor - 5: President Zibrat, Vice President Day, Dr. Baker, Ms. Cox Golder, and Mr. Kopec. Roll call vote opposed - 0. The meeting adjourned at 6:25 p.m.

Karin Smith Gretchen Hahn — February 3, 2021

Minutes respectfully submitted for Governing Board Approval — Date

Karin Smith, Executive Assistant to the Superintendent & Governing Board
Gretchen Hahn, Secretary III, Governing Board Office

_____ — February 9, 2021

Susan Zibrat, Governing Board President

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 09, 2021**

TITLE: **Approval of Vouchers Totaling and Not Exceeding Approximately $1,376,026.47 (Final Total)**

BACKGROUND:

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

RECOMMENDATION:

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

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer **Date: February 08, 2021**

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 09, 2021**

TITLE: **Acceptance of Gifts**

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

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

INITIATED BY:

Scott Little, Chief Financial Officer **Date: January 28, 2021**

Todd A. Jaeger, J.D., Superintendent

Gift and Donation List		
Gifts and Donations	Exhibit	02-09-21
Ck in the amount $500.00	Richard & Joyce Wendtland	Canyon del Oro High School
Ck in the amount $100.00	Fidelity Brokerage Services	Canyon del Oro High School
Ck in the amount $400.00	Texas Instruments Foundation	Canyon del Oro High School
Ck in the amount $3,546.66	St.Phillips in the Hills	Holaway Elementary
Ck in the amount $249.60	Box Tops for Education	Innovation Academy
Art Supplies	Dr. Mo & Linda Greene	Ironwood Ridge High School
Books	El Presidio Chapter of the Daughters	Other
1 Portable Basketball Hoop	Enrique Viloria Bello	Painted Sky Elementary
1 Battery Operated Wheelchair	Monica Nelson	Rillito Center
1 Power Lift Recliner Chair	Monica Nelson	Rillito Center
Ck in the amount $120.54	Art 2 Remember	Walker Elementary

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 09, 2021**

TITLE: **Receipt of Monthly Status Report for the Fiscal Year 2020-2021**

BACKGROUND:
An update on the funding status of the FY 2020-2021 expenditures.

RECOMMENDATION:
It is the recommendation of the Administration that the Governing Board approve receipt of the Monthly Status Report as presented.

INITIATED BY:

Scott Little, Chief Financial Officer **Date: January 28, 2021**

Todd A. Jaeger, J.D., Superintendent

Amphitheater Public Schools
December 2020 Budget Status Report
Comparative December 2019 Expenditures

	xxx	550	510	4xx	2xx & 3xx	
		K-3				
	All Other M&O	Reading	Desegregation	Transportation	All Special Ed	Total
Adopted Budget including Override	**$ 65,461,681**	**$ 523,767**	**$ 4,025,000**	**$ 6,892,301**	**$ 17,709,165**	**$ 94,611,914**
		per Budget Revision 1 December 2020				
Total Budget Capacity for FY 2019-2020	**65,461,681**	**523,767**	**4,025,000**	**6,892,301**	**17,709,165**	**94,611,914**
Expenditures & Encumbrances:						
Expenditures:						
First Quarter - Through September 30	**$ 11,245,885**	**$ 59,549**	**$ 600,064**	**$ 370,835**	**$ 2,900,884**	**$ 15,177,217**
Second Quarter - October	5,126,486	32,277	286,125	201,542	1,525,911	7,172,342
November	5,533,304	31,146	313,895	369,520	1,705,998	7,953,863
December	1,750,089	47,774	448,980	529,047	2,287,394	5,063,283
Second Quarter - Oct through Dec	**$ 12,409,879**	**$ 111,197**	**$ 1,049,000**	**$ 1,100,110**	**$ 5,519,303**	**$ 20,189,488**
Fourth Quarter - April through June	-	-	-	-	-	-
Total Expenditures - Year to Date	**$ 23,655,763**	**$ 170,745**	**$ 1,649,064**	**$ 1,470,945**	**$ 8,420,187**	**$ 35,366,705**
Encumbrances as of December 2020	41,805,918	353,022	2,375,936	5,421,356	9,288,978	59,245,209
Total Expenditures and Encumbrances as of December 2020	65,461,681	523,767	4,025,000	6,892,301	17,709,165	94,611,914
Budget Expenditures Remaining AFTER Expenditures and Encumbrances	-	-	-	-	-	-
Comparative Expenditures:						
Expenditures as of December 2020	23,655,763	170,745	1,649,064	1,470,945	8,420,187	35,366,705
Expenditures as of December 2019	27,269,893	157,379	1,599,742	2,843,448	7,707,871	39,578,333
Change	$ (3,614,130)	$ 13,366	$ 49,322	$ (1,372,503)	$ 712,316	$ (4,211,628)

			Tax Rates	
			Primary	Secondary
M&O Budget Capacity for FY 2019-2020	Adopted July 2020	$97,660,561	3.7551	1.6971

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 9, 2021**

TITLE: **Approval of Parent Support Organization(s) – 2020-2021**

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

IRHS Softball Booster Club
Ironwood Ridge Music Association

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

INITIATED BY:

Scott Little, Chief Financial Officer **Date: February 2, 2021**

Todd A. Jaeger, J.D., Superintendent

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

School Year 2020-2021

Name of Organization IRHS Softball Booster Club School Ironwood Ridge High Sch

Related Student Organization or Club _____ Taxpayer I.D. 47-4250602

OFFICERS:

Name: Carmen Cordova
Office Held: President
Address:
E-mail:
Phone(s):
Date taking office: 09/10/20

Name: Theresa Varner
Office Held: Treasurer
Address:
E-mail:
Phone(s):
Date taking office: 07/01/18

Name: LeAynne Warner
Office Held: Secretary
Address:
Phone(s):
Date taking office: 08/01/19

Name: Luis Martis
Office Held: Vice President
Address:
Phone(s):
Date taking office: 09/10/20

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? _____ Executive meetings held how often? _____

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 10Sep20 Date — Signature Sep 10, 2020 Date

Signature 9/10/2020 Date — Signature Theresa Varner 9.10.20 Date

Site Administrator's Approval: Signature ~~10/16/20~~ Date 1/21/21

For district use: *Finance Department recommendation:* approved resubmitted with completed paperwork

Governing Board Agenda date: 2/9/2021

Revised 5-3-06

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

School Year 2020-2021

Name of Organization Ironwood Ridge Music Association School Ironwood Ridge High Sch

Related Student Organization or Club _____ Taxpayer I.D. 20-8792365

OFFICERS:

Name: Dave Young
Office Held: President
Address:
E-mail:
Phone(s):
Date taking office: 08/01/19

Name: Feliza G. Laos
Office Held: Treasurer
Address:
E-mail:
Phone(s):
Date taking office: 08/01/19

Name: Matt Claver
Office Held: Vice President
Address:
Phone(s):
Date taking office: 1/27/21

Name: Stephanie Welch
Office Held: Secretary
Address:
Phone(s):
Date taking office: 1/28/21

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 Events + Season have been postponed Due to COVID19
4) Current operating by-laws ✓ (same as last)
5) Last fiscal year AZ Corporation Commission Annual Report
6) Last fiscal year I.R.S. Form 990 Annual Report ✓
7) Most recent treasurers financial report ✓
8) Most recent bank statement ✓

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

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

Member meetings held how often? Monthly 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 1-27-21 Date — Signature 1/25/2021 Date

Signature 1-27-21 Date — Signature 1/28/21 Date

Site Administrator's Approval: Signature — 1/28/2021 Date

For district use: *Finance Department recommendation:* 2/9/21 approval

Governing Board Agenda date:

Revised 5-3-06

Rec'd 2/1

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 09, 2021**

TITLE: **Receipt of December 2020 Report on School Auxiliary and Club Balances**

BACKGROUND:

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

RECOMMENDATION:

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

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer **Date: January 28, 2021**

Todd A. Jaeger, J.D., Superintendent

Amphitheater Public Schools
Summary of Activity for All Schools
Auxiliary Account
For the Month Ending December 31, 2020

Beginning Balance	$ 2,398,579.75
Plus Deposits	70,798.42
Less Disbursements	(54,035.56)
Ending Book Balance For All Schools	$2,415,342.61
Outstanding Deposits	(223,258.79)
Outstanding Checks	15,575.90
Ending Bank Balance For All Schools	$2,207,659.72

Amphitheater Public Schools
Summary of Activity for All Schools
Student Activity Accounts
For Month Ending December 31, 2020

Beginning Balance	$682,266.72
Plus Deposits	14,051.19
Less Disbursements	(26,355.12)
Ending Book Balance For All Schools	$669,962.79
Outstanding Deposits	$ (3,630.76)
Outstanding Checks	2,611.64
Ending Bank Balance For All Schools	$668,943.67

Amphitheater Public School District #10
Student Activity Account
Schedule of Club Balances
For Month Ending December 31, 2020
For Elementary/Middle Schools

Amphi Middle School	
Student Gov't	$3,280.39
AVID	$1,212.29
Culture Exchange	$1,146.07
MESA Club	148.06
NJHS	401.56
Odyssey of the Mind	752.17
Science Club	1,511.52
Sports Academy	30.00
Yearbook	2,377.16
-Deposits in Transit/+Outstanding Checks	0.00
Amphi Middle School Total	**$10,859.22**
Copper Creek Elementary	
Student Council	$946.14
Accelerated Reader Club	845.33
Turq. Times	32.38
-Deposits in Transit/+Outstanding Checks	1,371.86
Copper Creek Total	**$3,195.71**
Coronado K-8 Schools	
Elementary Student Council	$4,758.12
Middle School Student Council	352.14
Astronomy/Space & Science	221.76
Band	3,951.05
C.H.O.I.C.E.S.	420.99
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	2,970.29
Odyssey of the Mind	1,577.35
Orchestra	930.57
Running Club	2,992.56
Wrestlers Club	871.70
-Deposits in Transit/+Outstanding Checks	253.00
Coronado Total	**$22,916.12**
Cross Middle School	
Student Council	$7,365.11
6th Grade Club	282.15
Band Club	2,060.92
Choir Club	2,216.40
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	627.00
Orchestra Club	4,478.73
PE Club	3,162.13
Star Club	1,550.57
Tri-M Club	335.31
Web Club	584.59
-Deposits in Transit/+Outstanding Checks	-596.49
Cross Middle School Total	**$26,001.03**

Amphitheater Public School District #10
Student Activity Account
Schedule of Club Balances
For Month Ending December 31, 2020
For Elementary/Middle Schools

Donaldson Elementary	
Student Council	$1,436.40
-Deposits in Transit/+Outstanding Checks	0.00
Donaldson Total	**$1,436.40**
Harelson Elementary	
Student Council	$921.23
5th Grade Activities	125.36
Track	307.65
-Deposits in Transit/+Outstanding Checks	0.00
Harelson Total	**$1,354.24**
Holaway Elementary	
Student Council	$856.24
-Deposits in Transit/+Outstanding Checks	0.00
Holaway Total	**$856.24**
Innovation Academy	
Student Council	$676.72
Algebra Club	$395.37
Entrepreneur Club	$43.90
Odyssey of the Mind	$3,287.47
-Deposits in Transit/+Outstanding Checks	$0.00
Innovation Academy Total	**$4,403.46**
Keeling Elementary	
Student Council	$930.71
-Deposits in Transit/+Outstanding Checks	0.00
Keeling Total	**$930.71**
La Cima Middle School	
Student Council	$9,239.97
NJHS	1,108.00
-Deposits in Transit/+Outstanding Checks	0.00
La Cima Total	**$10,347.97**
Mesa Verde Elementary	
Student Council	$3,946.90
-Deposits in Transit/+Outstanding Checks	247.00
Mesa Verde Total	**$4,193.90**
Nash Elementary	
Student Council	$1,913.00
-Deposits in Transit/+Outstanding Checks	0.00
Nash Total	**$1,913.00**

Amphitheater Public School District #10
Student Activity Account
Schedule of Club Balances
For Month Ending December 31, 2020
For Elementary/Middle Schools

Painted Sky Elementary		
Student Council		$2,628.26
Nature Shop		$1,713.54
Orchestra		$358.97
Band		$184.45
Chorus		$591.45
Milers		$546.48
OM		$951.79
Bagel & Books		$42.80
Sign Language		$87.00
Algebra		$0.00
Yoga		$169.00
NEHS		$8.32
Garden Club		$8.00
Sewing Club		$3.05
Art Club		$110.00
Sports Club		$120.01
-Deposits in Transit/+Outstanding Checks		35.82
Painted Sky Total		**$7,558.94**
Prince Elementary		
Student Council		$441.72
-Deposits in Transit/+Outstanding Checks		0.00
Prince Total		**$441.72**
Rio Vista Elementary		
Student Council		$1,061.98
-Deposits in Transit/+Outstanding Checks		0.00
Rio Vista Total		**$1,061.98**
Walker		
Student Council		$2,844.09
-Deposits in Transit/+Outstanding Checks		0.00
Walker Total		**$2,844.09**
Wilson		
Student Council		$6,982.66
Algebra Club		473.77
Archery Club		354.67
Art Club		2,906.76
Elementary Art		280.00
Elementary Choir		693.39
GameMakers		210.00
MS Choir		2,660.92
MS Theater Club		394.64
National Junior Honor Society	(NJHS)	989.26
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		3,965.54
-Deposits in Transit/+Outstanding Checks		-216.89
Wilson Total		**$24,657.75**

Amphitheater Public School District #10
Student Activity Account
Schedule of Club Balances
For Month Ending December 31, 2020
For Elementary/Middle Schools

Total K-8 Club Balances		**$124,972.48**
Plus: Outstanding Checks		$0.00
Less: Outstanding Deposits		-145.76
Less: NSF/Bk Charges		0.00
Bank Deposit Errors		0.00
Bank Balance		**$124,826.72**
Sweep Account	$	124,826.72
		$0.00

Amphi High School
Student Activity Account
Schedule of Club Balances
For the Month Ending December 31, 2020

1001	Student Council	$ 9,073.80
1001-ICC	Student Council - ICC	3,794.36
1035	Art Club	881.41
1070	Band Club	179.46
1080	Baseball/Diamond Club	1,336.95
1085	Boys Golf Club	0.00
1110	Girls Basketball Club	1,546.78
1113	Drama Club	823.55
1115	Choir Club	2,241.43
1120	AVID Club	389.16
1128	Mt. Bike Club	533.26
1145	AHS Chess Club-GOT	20.00
1172	Dance Club	77.43
1180	Boys Basketball	2,708.88
1200	Panther Partners Club	3,281.60
1223	Creative Writing Club	34.50
1226	Early Childhood Club	135.85
1227	Yearbook Club	248.08
1234	FFA Club	6,077.56
1235	FFA - Fair Checks	11,350.00
1240	Fut Comp Scientists of AHS	267.20
1245	French Club	2,090.70
1255	Photo Club	4,161.41
1265	Equality Club	360.00
1280	Greenhouse Club	62.70
1290	Wrestling	422.45
1300	Football Club	2,619.38
1310	Inter Act Club	1,604.24
1350	Boys Volleyball	109.35
1470	Girls Soccer	116.76
1480	Link Crew	$ 1,446.69
1520	Media Club	1,223.37
1560	National Honor Society	75.72
1590	Odyssey of the Mind	876.16
1600	Orchestra Club	1,006.17
1610	MESA Club	0.00
1630	Panther Popcorn	3,346.04
1730	ASL Club	2,476.76
1744	Auto Skills USA Amphi Chapter	1,143.60
1745	Soccer - Boys Club	112.82
1751	Solar Car Club	335.63
1770	Softball Club	934.20
1780	Spanish Club	794.04
1785	AHS Spiritlines	1,112.47
1787	Senior Class Club	0.00
1790	Cross Country Club	174.29
1795	Panthers Cross Country Club	33.13
1803	HOSA Club	987.28
1830	Swim Club	1,360.37
1835	Girls Tennis Club	11.72
1840	Boys Tennis Club	5.58
1850	Tech Theater Club	380.68
1860	Trackers - Track/Field	88.38
1900	Volleyball - Girls	1,763.31
1905	Beach Volleyball Club	2,747.70
1950	Bookstore - Over/Under	0.00
1960	VEX Robotics	0.00

Amphi High School Total Clubs	**$78,984.36**
Plus: Outstanding Checks	152.54
Less: Outstanding Deposits (Inc CC's)	-165.00
NSF Checks/Void/Stale/Account Adj	0.00
Bank Balance	**$78,971.90**

Sweep Account $ 78,971.90
$0.00

Canyon Del Oro High School
Student Activity Account
Schedule of Club Balances
For the Month Ending December 31, 2020

1001	Student Council	$ 45,589.74
1020	Academic Decathlon	692.32
1031	Black Excellence Student Union	76.77
1034	AM Art Club	200.00
1050	Amphi All-Stars Club/Special Olympics	392.84
1060	Asian American Cultural Society	18.11
1070	Band Club	200.00
1081	Be Kind /Ben's Bell Club	465.64
1083	Biology Club	486.95
1084	Bowling Club	347.85
1085	Boys Golf	9,372.55
1110	Basketball - Girls	7,818.64
1113	Drama Club	4,747.84
1115	Choir	14,494.80
1118	Engineering Club	843.85
1128	Mountain Bike	-
1140	Chemistry Club	352.64
1145	Chess	-
1150	Culinary Arts/FCCLA	3,666.62
1155	Catering	10,948.74
1172	Dance	4,910.86
1180	Boys Basketball	2.66
1200	Dream Team	4,161.85
1220	Girls Who Code Club	-
1224	Entrepreneurship Club	203.00
1225	Environmentalist Club	513.40
1226	Early Childhood	3,406.55
1227	Yearbook	9,035.46
1230	FCA Club	7.00
1245	French Club	126.76
1255	Photography Club	2,894.51
1267	LGBTQ+	254.62
1270	German Club	353.95
1280	Golf - Girls	-
1290	Wrestling	2,361.76
1300	Football Club	22,247.29
1345	Take-A-Hike Club	133.18
1350	Boys Volleyball	780.18
1400	HOSA-Bio Science	$ 308.58
1420	IB Club	259.47
1470	Soccdeer - Girls	-
1472	Latino Student Union	7.68
1480	Link Crew	1,976.53
1530	Model Un	78.84
1560	National Honor Society	2,290.32
1575	United Native Nations	-
1590	Odyssey of the Mind	6,922.16
1600	Orchestra Club	3,309.55
1640	Ping Pong	-
1650	Psychology Club	28.00
1710	Math Club	205.72
1740	Sign Language Club	3.67
1742	Senior Spirit Squad	649.90
1743	Skills USA_Architecture	3,128.56
1744	Skills USA Autos	3,253.24
1745	Soccer Boys	2,327.60
1755	Society	-
1770	Softball Club	9,672.00
1780	Spanish Club	841.23
1785	Spiritline/ Cheer	5,290.84
1791	Cross Country	2,067.45
1800	Sports Medicine- HOSA	859.73
1830	Swim Club	10,977.25
1835	Tennis Club - Girls	2,967.89
1840	Tennis Club - Boys	1,265.88
1860	Track/Field Club	16,600.57
1865	TRI-M Club	1,400.00
1880	Unicycle	-
1905	Volleyball-Beach	365.00
19401	Young Life	-
1950	Bookstore Over/Under	-

CDO High School Total Clubs	**$229,166.59**
Plus: Outstanding Checks	1,659.10
Less: Outstanding Deposits Inc CCs	-2,316.00
Deposit Adjustment	-
NSF Checks/Void/Stale/Account Adj	
Bank Balance	**$228,509.69**
Sweep Account	$228,509.69

Ironwood Ridge High School
Student Activity Account
Schedule of Club Balances
For the Month Ending December 31, 2020

1001	Student Council	$ 31,750.33
1035	Art Club	2,320.43
1036	Van Gogh's Ear	96.85
1040	Photography/Skills USA	-
1070	Band Club	1,124.01
1075	Cares for Kids	212.37
1080	Baseball	-
1085	Boys Golf	205.46
1090	National Diversity	-
1110	Girls Basketball	1,493.58
1113	Drama	26,203.74
1115	Choir	3,697.35
1140	Chemistry	329.00
1146	Political Action	304.00
1150	Culinary Arts	1,212.57
1172	Pomline	4,689.91
1180	Boys Basketball	577.98
1203	Pop till you Drop	1,209.30
1215	Animal Club	-
1227	Yearbook	14,615.43
1230	FCA-Fellowship Christian Ath	-
1245	French	1,325.40
1255	Film	1,301.93
1260	Gaming	107.95
1265	Q Club	304.57
1275	Girls Golf	51.33
1285	History/Travel	1,130.69
1290	Wrestling	753.12
1300	Football	31,314.37
1340	Peer Support	-
1350	Boys Volleyball	5,751.74
1400	HOSA-Bio Science Club	3,409.15
1430	Key Club	974.77
1470	Girls Soccer	5,680.48
1515	Musical Club	14,320.62
1530	Model UN	2,270.86
1540	Trash Club	-
1560	National Honor Society	3,885.96
1590	Odyssey of the Mind	-
1595	Japanese	268.87
1600	Orchestra	4,568.00
1630	Journalism	8,549.70
1700	Club Green	1,047.69
1720	Athletic Club	11.14
1745	Soccer-Boys	1,031.21
1750	Robotics Club	3,195.73
1770	Softball Club	230.01
1780	Spanish Club	46.00
1785	Spirit-Cheer Club	3,715.37
1790	Cross Country	1,179.79
1800	Sports Medicine	280.00
1830	Swim Club	2,898.28
1835	Tennis - Girls	300.76
1840	Boys Tennis	1,756.62
1850	Tech Theater Club	2,695.30
1860	Track & Field	1,362.81
1900	Volleyball-Girls	15,663.28
1905	Beach Volleyball	23,850.64
1910	So. AZ Veterans Heritage Club	1,547.91
1940	Young Life	15.00
1950	Bookstore O/S	-
		-
		-

IRHS School Total Clubs	**$236,839.36**
Plus: Outstanding Checks	800.00
Less: Outstanding Deposits (Inc CC's)	-1,004.00
NSF Checks/Void/Stale/Account Adj	0.00
Deposit Error/Adjustments	0.00
Bank Balance	**$236,635.36**
Sweep Account	$236,635.36
	$0.00

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 9, 2021**

TITLE: **Award of Contract for Mesa Verde School Roof Replacement Project - Based Upon Responses to Invitation for Bids (IFB) 01-27-2021**

BACKGROUND:

Invitation for Bids 01-27-2021 for the Mesa Verde School Roof Replacement was posted for 23 days on www.azpurchasing.org , the District bidding list service. Email notification via www.azpurchasing.org was sent to 389 potential bidders. Public notice of the bid was also published as required in *The Daily Territorial* newspaper during the bidding period. This solicitation requested pricing for the roof replacement project at Mesa Verde School. There were 47 vendors who downloaded the solicitation from www.azpurchasing.org. Three contractors responded with responsive bids and there were 44 "no bids." Two vendor bids were determined to be "non-responsive." The low, responsive net bid amount is $987,400. The Net Bid Amounts are listed below.

CONTRACTOR	NET BID AMOUNT
Global Roofing - Roofing Southwest	$987,400
Progressive Roofing	$1,034,834
JBS Contracting	$1,015,000

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board award a contract to Global Roofing formerly known as Roofing Southwest as determined by their lowest responsive bid to IFB 01-27-2021 for the Mesa Verde School Roof Replacement Project. The award for this project will be contingent upon approval of funding by the State of Arizona School Facilities Board.

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer **Date: February 4, 2021**

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 9, 2021**

TITLE: **Approval of Revisions to Governing Board Policy DJE (Bidding/Purchasing Procedures)**

BACKGROUND:

On January 26, 2021 the Governing Board reviewed proposed revisions to Policy DJE (Bidding/Purchasing Procedures). Following the Board's discussion, the revised document is now presented for the Board's approval.

Policy DJE (Bidding/Purchasing Procedures) has been updated to reflect the recommendation made during the January 26, 2021 meeting that the term "in the aggregate" be added to clarify that aggregate purchase(s) of the subject item must be considered.

RECOMMENDATION:

The Administration recommends that the Board approve the attached policy document.

INITIATED BY:

Michelle H. Tong, J.D.,
Associate to the Superintendent and General Counsel

Date: February 1, 2021

Todd A. Jaeger, J.D., Superintendent

DJE ©
BIDDING / PURCHASING PROCEDURES

The Superintendent shall be responsible for all purchasing, contracting, competitive bidding, and receiving and processing of all bid protests, in accordance with the Arizona school district procurement rules, including A.A.C. R7-2-1141 *et seq*. A contract shall not be awarded to an entity that does not verify employment eligibility of each employee through the E-verify program in compliance with A.R.S. 23-214 subsection A. Each contract shall contain the warranties required by A.R.S. 41-4401 relative to the E-verify requirements.

The Superintendent shall ensure that all aspects of bidding and purchasing procedures conform to federal and state laws, rules and regulations. Administrative regulations shall be established to assure the District is in full compliance, including contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (2 C.F.R. 200.321).

Purchases Not Requiring Bidding

Purchases in an aggregate amount of less than ten thousand dollars ($10,000) may be made at the discretion of the Superintendent. Such procurements are not subject to competitive purchasing requirements, however reasonable judgment should be used to ensure the purchases are advantageous to the District.

~~Verbal~~ Written price quotations will be requested from at least three (3) vendors for transactions in an aggregate amount of at least ten thousand dollars ($10,000) ~~but less than fifty thousand dollars ($50,000). The price quotations should be shown on, or attached to, the related requisition form. If three (3) verbal quotations cannot be obtained, documentation showing the vendors contacted that did not offer price quotations, or explaining why price quotations were not obtained, shall be maintained on file in the District office. Written price quotations will be requested from at least three (3) vendors for transactions of at least fifty thousand dollars ($50,000) but not more than~~ and less than one hundred thousand dollars ($100,000). If three (3) written price quotations cannot be obtained, documentation showing the vendors contacted that did not offer written price quotations, or explaining why written price quotations were not obtained, shall be maintained on file in the District office.

The District is not required to engage in competitive bidding in order to place a student in a private school that provides special education services if such placement is prescribed in the student's individualized education program and the private school has been approved by the Department of Education Division of Special Education pursuant to A.R.S. 15-765. The placement is not subject to

rules adopted by the State Board of Education before November 24, 2009 pursuant to A.R.S. 15-213.

The District may, without competitive bidding, purchase or contract for any products, materials and services directly from Arizona Industries for the Blind, certified nonprofit agencies that serve individuals with disabilities and Arizona Correctional Industries if the delivery and quality of the goods, materials or services meet the District's reasonable requirements.

Intergovernmental agreements and contracts between school districts or between the District and other governing bodies as provided in A.R.S. 11-952 are exempt from competitive bidding under the procurement rules adopted by the State Board of Education pursuant to A.R.S. 15-213.

The District is not required to engage in competitive bidding to make a decision to participate in insurance programs authorized by A.R.S. 15-382.

The District is not required to obtain bid security for the construction- manager-at-risk method of project delivery.

Unless otherwise provided by law, contracts for materials or services and contracts for job-order-contracting construction services may be entered into if the duration of the contract and the conditions of renewal or extension, if any, are included in the invitation for bids or the request for proposals and if monies are available for the first fiscal period at the time the contract is executed. The duration of contracts for materials or services and contracts for job-order-contracting construction services shall be limited to no more than five (5) years unless the Board determines that a contract of longer duration would be advantageous to the District. Once determined, the decision should be memorialized in meeting minutes and in the contract/bid file. Payment and performance obligations for succeeding fiscal periods are subject to the availability and appropriation of monies. The maximum dollar amount of an individual job order for a job-order-contracting construction service shall be one million dollars ($1,000,000) or as determined by the Board.

Online Bidding

Until such time as the State Board of Education adopts rules for the procurement of goods and information services by school districts and charter schools using electronic, online bidding, the District may procure goods and information services pursuant to A.R.S. 41-2671 through 2673 using the rules adopted by the Department of Administration in implementing 41-2671 through 2673.

Purchases Requiring Bidding

Sealed bids and proposals shall be requested for transactions to purchase construction, materials, or services costing more than one hundred thousand

dollars ($100,000). All transactions must comply with the requirements of the Arizona Administrative Code and the Uniform System of Financial Records.

Public Inspection and Rationale for Awarding a Contract

The Governing Board shall make available, for public inspection, all information, all bids, proposals and qualifications submitted, and all findings and other information considered in determining whose bid conforms to the District's invitation for bids. Documentation provided will include information regarding the most advantageous, with respect to price, conformity to the specifications, and other factors, or whose proposal for qualifications are to be used to select and award the bid. Included in this information will be the rationale for awarding a contract for any specified professional services, construction, construction service or materials to an entity selected from a qualified select bidders list or through a school purchasing cooperative. The invitation for bids, request for proposals or request for qualifications shall include a notice that all information and bids, proposals and qualifications submitted will be made available for public inspection.

Registered Sex Offender Prohibition

All purchase orders, agreements to purchase, and contracts for services to be provided by personnel other than District employees must include the following statement on the document:

> ***Registered Sex Offender Restriction.*** *Pursuant to this order, the named vendor agrees by acceptance of this order that no employee or subcontractor of the vendor, who is required to register as a sex offender, pursuant to A.R.S. 13-3821, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.*

Adopted: <-- z2AdoptionDate -->

LEGAL REF.:-
A.R.S.-
11-952
15-213
15-213.01
15-213.02
15-239
15-323
15-342
15-382
15-765
15-910.02

23-214
34-101 *et seq*.
35-391 *et seq*.
35-393 *et seq*.
38-503
38-511
39-121
41-2632
41-2636
41-4401
A.A.C.-
R7-2-1001 *et seq.*
A.G.O.-
I83-136
I87-035
I06-002
USFR: VI-8 *et seq*.
2C.F.R.200.321

CROSSREF.:-
BCB -Board Member Conflict of Interest
DJ -Purchasing
DJG -Vendor/Contractor Relations
GBEAA –Staff Conflict of Interest
JLIF - Sex Offender Notification

DJE ©
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Adopted: <-- z2AdoptionDate -->

LEGAL REF.:
A.R.S.
11-952
15-213
15-213.01
15-213.02
15-239
15-323
15-342
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15-910.02
23-214
34-101 *et seq*.
35-391 *et seq*.
35-393 *et seq*.
38-503
38-511
39-121
41-2632
41-2636

41-4401
A.A.C.-
R7-2-1001 *et seq.*
A.G.O.-
I83-136
I87-035
I06-002
USFR: VI-8 *et seq*.
2C.F.R.200.321

CROSSREF.:-
BCB -Board Member Conflict of Interest
DJ -Purchasing
DJG -Vendor/Contractor Relations
GBEAA –Staff Conflict of Interest
JLIF - Sex Offender Notification

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 9, 2021**

TITLE: **Approval of School Facilities Board (SFB) Grant for Amphitheater High School Central Plant 1 HVAC Controls Repair**

BACKGROUND:

On January 26, 2021 the District submitted a School Facilities Board (SFB) Grant request to repair the HVAC controls for Central Plant 1 at Amphitheater High School. The SFB Director has approved this grant request under the Executive Authority provisions of the SFB on January 26, 2021 in the amount of $3,576.43.

The Governing Board is required to approve the grant's attached terms and conditions to accept this award.

Grant Number: SFB-ERR-00572
Grant Amount: $3,576.43

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board accepts the SFB grant number SFB-ERR-00572 in the amount of $3,576.43 to repair the HVAC controls for Central Plant 1 at Amphitheater High School and authorize the Governing Board President to sign the attached Terms and Conditions.

INITIATED BY:

Jim Burns, Executive Manager, Operational Support **Date: January 27, 2021**

Todd A. Jaeger, J.D., Superintendent

S C H O O L F A C I L I T I E S B O A R D

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

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

1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the Arizona School Facilities Board ("Board") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §15-2032, §15-2001, and §15-2002.

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. 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. §15-2032 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 date of the District's signature and shall continue until the Completion Report, pursuant to Paragraph 4.2, is received by the Board and the Project is closed.

2.1 ABANDONMENT OF THE PROJECT

A Project is considered to be abandoned if construction has not begun within four months of Board approval of construction funding. In such an instance, any unspent monies advanced by the Board to the District must be returned to the Board within thirty (30) days.

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:

a. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;

b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines, and the School Facilities Board's policies for procurement, as applicable;

c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;

d. Compliance with any applicable federal, state and local health or safety requirements;

e. Any award based on an estimate is subject to School Facilities Board staff approval of the procurement process and award of the bid or quote as applicable prior to distribution of funds to the district;

f. The School Facilities Board will require a pre-award meeting with the selected contractor before any funding is made available. School district non-compliance with these Terms and Conditions and/or non-performance through Closeout of the project may result in the delay of payments until the issue is corrected.

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 Board as necessary to perform its duties. The District will cooperate with the Board 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 is less than the amount awarded by the Board, the District shall return the unspent monies to the Board.

3.3 UNFORESEEN CONDITIONS

The District shall notify SFB staff if any unforeseen conditions arise during project implementation. SFB staff 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 SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. 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. 15-2001.J.2., if a school district approves (If the District issues a purchase order or authorizes start the work) work referenced in a change order before the Board ('The Board' for the purposes of this Change Order is interchangeable with 'SFB Staff') 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 with additional funds, the District shall provide to the Board an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the amount being committed in each project.

3.5 SCOPE OF WORK

Any change in the scope of work shall be implemented by a Change Order. 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 SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. No work shall proceed without a fully executed Change Order. If changes in the scope of work are made without SFB staff approval, the SFB will not release any funding for the changes in the scope of work, and further may consider the Project abandoned. Any work the school district approves prior to the executed change order is the financial responsibility of the school district. The District shall return any unspent monies to the Board, and reimburse the Fund for monies spent without proper authorization from the Board within thirty (30) days of being notified by the Board.

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 proportional to the original cost sharing.

4. REPORTING REQUIREMENTS

The District will make reports to the Board as requested, and will cooperate with any evaluation of the grant and/or project as required by the Board. 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 Board 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 COMPLETION REPORT

The District shall provide a completion report in a format prescribed by the Board, and 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;

d. The share of the total cost provided from other sources;

e. A list of all change orders that were approved and denied for a construction project.

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.

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, 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. 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, Indian tribes 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 Board, the District shall be paid for all the allowable costs incurred prior to the date of termination, and only cost determined appropriate by SFB staff to de-mobilize the contractor from the work site, if applicable.

The payment of costs may be subject to audit verification by the Board or its duly authorized representative.

11. ASSIGNMENT AND DELEGATION

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

12. CANCELLATION FOR CONFLICT OF INTEREST

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

13. ENTIRE AGREEMENT

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

14. APPLICABLE LAW

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

15. THIRD PARTY ANTITRUST VIOLATIONS

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

16. PROGRAM REVIEW AND SITE VISITS

The Board 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 Board's representatives 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 Board 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 Board 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 nor 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 Board 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 Board 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 Board may enter into additional agreements with the District that authorize the District to utilize Board funded investigations, assessments, repairs or replacements for construction defect litigation. This agreement may require the District to reimburse the Board 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, CFO/Business Manager, and Facilities Director 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.

Governing Board President (signature)	Date
Name (printed/typed)	School District
Superintendent (signature)	Date
Name (printed/typed)	
CFO/Business Manager (signature)	Date
Name (printed/typed)	

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 9, 2021**

TITLE: **Approval of School Facilities Board (SFB) Grant for Copper Creek Elementary School HVAC Controls Repair**

BACKGROUND:

On January 20, 2021 the District submitted a School Facilities Board (SFB) Grant request to repair the HVAC controls at Copper Creek Elementary School. The SFB Director has approved this grant request under the Executive Authority provisions of the SFB on January 20, 2021 in the amount of $5,739.14.

The Governing Board is required to approve the grant's attached terms and conditions to accept this award.

Grant Number: SFB-ERR-00559
Grant Amount: $5,739.14

RECOMMENDATION:

It is the recommendation of the Administration that the Governing Board accepts the SFB grant number SFB-ERR-00559 in the amount of $5,739.14 to repair the HVAC controls at Copper Creek Elementary School and authorize the Governing Board President to sign the attached Terms and Conditions.

INITIATED BY:

Jim Burns, Executive Manager, Operational Support **Date: January 27, 2021**

Todd A. Jaeger, J.D., Superintendent

S C H O O L F A C I L I T I E S B O A R D

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

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

1. PURPOSE OF TERMS AND CONDITIONS

These Terms and Conditions apply to the distribution of monies by the Arizona School Facilities Board ("Board") from the Building Renewal Grant Fund ("Fund") pursuant to Arizona Revised Statutes, ("A.R.S.") §15-2032, §15-2001, and §15-2002.

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. 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. §15-2032 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 date of the District's signature and shall continue until the Completion Report, pursuant to Paragraph 4.2, is received by the Board and the Project is closed.

2.1 ABANDONMENT OF THE PROJECT

A Project is considered to be abandoned if construction has not begun within four months of Board approval of construction funding. In such an instance, any unspent monies advanced by the Board to the District must be returned to the Board within thirty (30) days.

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:

a. Use of fiscal control and fund accounting procedures as prescribed in the Uniform System of Financial Records, which will ensure proper disbursement of, and accounting for, monies paid to the District from the Fund;

b. Compliance with the School District Procurement Rules adopted by the Arizona State Board of Education, the USFR purchasing guidelines, and the School Facilities Board's policies for procurement, as applicable;

c. Compliance with all applicable state, federal, and local codes and laws related to buildings and building access, including permitting requirements of the Department of Environmental Quality for any construction project;

d. Compliance with any applicable federal, state and local health or safety requirements;

e. Any award based on an estimate is subject to School Facilities Board staff approval of the procurement process and award of the bid or quote as applicable prior to distribution of funds to the district;

f. The School Facilities Board will require a pre-award meeting with the selected contractor before any funding is made available. School district non-compliance with these Terms and Conditions and/or non-performance through Closeout of the project may result in the delay of payments until the issue is corrected.

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 Board as necessary to perform its duties. The District will cooperate with the Board 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 is less than the amount awarded by the Board, the District shall return the unspent monies to the Board.

3.3 UNFORESEEN CONDITIONS

The District shall notify SFB staff if any unforeseen conditions arise during project implementation. SFB staff 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 SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. 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. 15-2001.J.2., if a school district approves (If the District issues a purchase order or authorizes start the work) work referenced in a change order before the Board ('The Board' for the purposes of this Change Order is interchangeable with 'SFB Staff') 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 with additional funds, the District shall provide to the Board an itemized purchase order signed by a District representative authorized to make the expenditure. The District's purchase order shall clearly indicate the amount being committed in each project.

3.5 SCOPE OF WORK

Any change in the scope of work shall be implemented by a Change Order. 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 SFB staff to proceed. The Change Order is not considered executed until signed by SFB staff. No work shall proceed without a fully executed Change Order. If changes in the scope of work are made without SFB staff approval, the SFB will not release any funding for the changes in the scope of work, and further may consider the Project abandoned. Any work the school district approves prior to the executed change order is the financial responsibility of the school district. The District shall return any unspent monies to the Board, and reimburse the Fund for monies spent without proper authorization from the Board within thirty (30) days of being notified by the Board.

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 proportional to the original cost sharing.

4. REPORTING REQUIREMENTS

The District will make reports to the Board as requested, and will cooperate with any evaluation of the grant and/or project as required by the Board. 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 Board 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 COMPLETION REPORT

The District shall provide a completion report in a format prescribed by the Board, and 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;

d. The share of the total cost provided from other sources;

e. A list of all change orders that were approved and denied for a construction project.

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.

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, 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. 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, Indian tribes 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 Board, the District shall be paid for all the allowable costs incurred prior to the date of termination, and only cost determined appropriate by SFB staff to de-mobilize the contractor from the work site, if applicable.

The payment of costs may be subject to audit verification by the Board or its duly authorized representative.

11. ASSIGNMENT AND DELEGATION

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

12. CANCELLATION FOR CONFLICT OF INTEREST

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

13. ENTIRE AGREEMENT

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

14. APPLICABLE LAW

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

15. THIRD PARTY ANTITRUST VIOLATIONS

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

16. PROGRAM REVIEW AND SITE VISITS

The Board 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 Board's representatives 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 Board 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 Board 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 nor proprietary information, but shall include professional credit for the architect and engineers of the successful project.

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

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

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

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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.)

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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 Board 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 Board 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.

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The Board may enter into additional agreements with the District that authorize the District to utilize Board funded investigations, assessments, repairs or replacements for construction defect litigation. This agreement may require the District to reimburse the Board 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, CFO/Business Manager, and Facilities Director 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.

Governing Board President (signature)	Date
Name (printed/typed)	School District
Superintendent (signature)	Date
Name (printed/typed)	
CFO/Business Manager (signature)	Date
Name (printed/typed)	

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 9, 2021**

TITLE: **Statement of Assurance Teacher Evaluation System Status**

BACKGROUND:

A.R.S. 15-952.A.3 specifies that local governing boards must submit evidence to the State Board of Education that their approved evaluation system for teachers continues to meet all requirements set forth in A.R.S. 15-537. The Amphitheater Teacher Performance Evaluation System (ATPES) does meet the requirements of the applicable statutes. The Statement of Assurance form for board signature presented this evening will be used as the basis for submitting an aggregated list of compliant participating districts to the State Board of Education at a regularly scheduled meeting. The State Board of Education approval will signify that the districts listed may continue the 1.25% budget level, expended solely for teacher compensation as specified in A.R.S. 15-592, Paragraph C.

Once signed, the Statement of Assurance for Teacher Evaluation System Status form will be submitted to the Arizona Department of Education in order to be listed as a compliant participating district.

RECOMMENDATION:

It is the recommendation of the administration that the Governing Board sign the Statement of Assurance for Teacher Evaluation System Status. The district is in compliance with all applicable statutes.

INITIATED BY:

Roseanne Lopez, Ed.D. **Date: February 8, 2021**
Associate Superintendent for Elementary Education K-5

Todd A. Jaeger, J.D., Superintendent

State of Arizona
Department of Education

STATEMENT OF ASSURANCE

TEACHER EVALUATION SYSTEM STATUS – (FY 2021-2022)

A.R.S. §15-952.A & A.R.S. §15-537

SCHOOL DISTRICT: Amphitheater School District No. 10

Directions: Each statement below needs to be checked and the statement signed by the district Governing Board President or designee. Statements must be submitted to the Arizona Department of Education by February 1, 2021.

X **The district system is in compliance with A.R.S. §15-537.**

X **Monies have, or will be expended solely for teacher compensation as specified in A.R.S. §15-952, Paragraph C.**

PRINT: Susan Zibrat
(Governing Board President or designee)

SIGNATURE: _____ **DATE:** 02/09/2021

RETURN TO:

Submit through ALEAT

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 9, 2021**

TITLE: **Study of Proposed Recommendations Developed through the Meet and Confer Process for:**

1. **Employee Working Conditions Related to Policy GBB (Staff Involvement in Decision Making), and**

2. **Revisions to Governing Board Policy GCQA (Reduction in Force)**

BACKGROUND:

Representatives of the Amphitheater Education Association and the District Administration have met and conferred regarding policies and employee working conditions in accordance with the timelines set forth in Policy HD. The teams began with a joint survey of employees to gather input on matters to be discussed during the policy portion of meet and confer. They used this data to identify the specific employment policies and working conditions that were discussed by the joint meet and confer teams.

Professional Committee Recommendations

The Professional Committee met on policies specific to professional and certificated employees. This committee developed the attached "Joint Recommendation of the Certificated/Professional Meet and Confer Team for Personnel Policy Matters," which recommends revisions to the following personnel policies and regulations:

1. Revision of Policy GCQA (Professional Staff Reduction in Force).
2. Revision of Regulation GCQA-R (Professional Staff Reduction in Force).
3. Revision of Exhibit GCQA-E (Reduction in Force Staff Profile Form).

Their recommended changes include:

- Eliminating attendance as an evaluative measure for determining a reduction in force.
- Utilizing student achievement data as it is currently embedded in the current Danielson ATPES evaluation model.
- Revising the Staff Profile Form used to develop a composite score under Policy GCQA.

Joint Meet and Confer Recommendations

In addition, the Professional Committee and the Support Staff Committee met jointly to discuss employee input regarding Policy GBB (Staff Involvement in Decision Making). This joint meet and confer team determined that the policy is appropriate, but practices may need to be refined. They prepare the attached "Joint Recommendation of the Meet and Confer Teams for Personnel Policy Matters," which does not propose any changes to Policy GBB and, instead, recommends:

> *"Administration take steps to ensure that staff input is valued and staff are made aware of opportunities for their involvement in decision making throughout the year, including, but not limited to providing a memorandum to all staff (through site supervisors) at the beginning of each school year that informs them about opportunities for involvement."*

Employee Input on Recommendations

Following the conclusion of the meet and confer policy process, the joint teams presented both recommendations to District personnel for approval and comment using Survey Monkey. The survey was sent to all District employees on Monday, February 1, 2021. Employees may provide input throughout this week, and the survey results will be shared during the Board meeting.

RECOMMENDATION:

These policy revisions are presented for the Board's initial study and will be presented at a later meeting for adoption.

Finally, appreciation is expressed to the members of the meet and confer teams who spent many hours together pursuing the resolution of issues of concern through a positive, interest-based approach. Those team members are:

Amphitheater Education Association Professional Staff Team

Ann Bonar
Fabienna Godlewski
Emily Irwin-Stazenski
Brianne Ronnie - Facilitator

District Professional Staff Team

Michael Bejarano
Carol Tracy
Michelle Tong
Tassi Call - Facilitator

Amphitheater Education Association Support Staff Team

Jimmy Harper
Michael Meridieth
Robert Wacker
Lisa Millerd - Facilitator

District Support Staff Team

Jim Burns
Chris Trimble
Angela Wichers
Chris Gutierrez - Facilitator

INITIATED BY:

Michelle H. Tong, J.D.,
Associate to the Superintendent and General Counsel

Date: February 2, 2021

Todd A. Jaeger, J.D., Superintendent

AMPHITHEATER
Public Schools

Policy Matters

175

Recommendations of the Meet and Confer Teams

Amphitheater Public Schools
PORTRAIT OF A GRADUATE

Meet and Confer Teams

For the Amphitheater Education Association: Professional Staff Team

Ann Bonar
Fabienna “Nina” Godlewski
Emily Irwin-Stazenski
Brianne Ronnie, Facilitator

For the Amphitheater School District: Professional Staff Team

Michael Bejarano
Carol Tracy
Michelle Tong
Tassi Call, Facilitator

For the Amphitheater Education Association: Support Staff Team

Jimmy Harper
Michael Meridieth
Robert Wacker
Lisa Millerd, Facilitator

For the Amphitheater School District: Support Staff Team

Jim Burns
Chris Trimble
Angela Wichers
Chris Gutierrez, Facilitator

AMPHITHEATER
Public Schools

Steps Taken by the Joint Meet and Confer Teams to Develop the Policy Recommendation

AMPHITHEATER Public Schools

October 21	Pre-policy survey of employees to gather input on areas of concern
October 29	Joint meet and confer teams worked together as a group to identify issues to be discussed using employee feedback from the survey
November 5	Committees divided into Professional and Support Staff committees for work specific to their committee
January 13	Professional Committee developed a recommendation for Policy GCQA (Reduction in Force)
January 19	Committees regrouped as a joint committee to discuss matters relevant to all (non-administrative) employee classifications. Joint committees developed a recommendation related to GBB (Staff Involvement in Decision Making). No recommended change to the policy, but there is a recommendation related to its implementation.

Policy GBB (Staff Involvement in Decision Making)

Recommendation from the Joint Meet and Confer Teams

No change is recommended to Policy GBB

Instead, recommendation is that practices be refined as follows:

"However, the teams do recommend that Administration take steps to ensure that staff input is valued and staff are made aware of opportunities for their involvement in decision making throughout the year, including, but not limited to providing a memorandum to all staff (through site supervisors) at the beginning of each school year that informs them about opportunities for involvement."

Policy GCQA (Reduction in Force)

The Certified/Professional Team came to a joint recommendation related to the Policy GCQA (Reduction in Force) with proposed changes as follows:

1. Eliminating attendance as an evaluative measure for determining a reduction in force

2. Utilizing student achievement data as it is embedded in the current Danielson ATPES evaluation model

3. Revising the Staff Profile Form used to develop a composite score under Policy GCQA, with weighted areas maximized as follows:

   - Evaluation – 60 points
   - Certification – 30 points
   - Teacher Experience – 40 points
   - Professional Growth Activities – 40 points
   - Leadership Roles and Service – 40 points
   - Disciplinary Action – 25 points

Proposed Staff Profile Form

GCQA-E

EXHIBIT

PROFESSIONAL STAFF
REDUCTION IN FORCE

REDUCTION IN FORCE STAFF PROFILE FORM

Name: _____ Site: _____ Fiscal Year: _____
(Please print)

Principal Verification | HR Verification

Section 1: Evaluation (Maximum 60 Points)
As required by A.R.S. § 15-537, teacher evaluations include the use of quantitative data on the academic progress for all students, which shall account for between twenty percent and thirty-three percent of the evaluation outcomes. There are four performance classifications in a teacher evaluation: highly effective (4), effective (3), developing (2), and ineffective (1). Certificated employee evaluations similarly use 4-3-2-1 rating system.

Place a check mark to indicate your rating from your final evaluation for each of the last two years. If you have not had two final, year-end evaluations, include ratings from the last two evaluations. If you have only had one evaluation at Amphitheater Public Schools to date, provide the data from that single evaluation in Column A. List the date of each evaluation.

Column A	Column B
Most Recent Final Evaluation Year:	Next Most Recent Final Evaluation Year:
Circle Evaluation Rating Received That Year 4 or Highly Effective - (4 points) 3 or Effective - (3 points) 2 or Developing - (2 points) 1 or Ineffective - (1 point)	Circle Evaluation Rating Received That Year 4 or Highly Effective - (4 points) 3 or Effective - (3 points) 2 or Developing - (2 points) 1 or Ineffective - (1 point)
Multiply Evaluation Rating Points Identified for Column A x 7.5:	Multiply Evaluation Rating Points Identified for Column A x 7.5:

Total Calculated Section 1 Points (Column A + Column B): _____

_____ (Princ.) _____ (HR)

Section 2: Certification (Maximum 30 Points)

- Please place a checkmark in the appropriate blank below to indicate the *certifications you possess in which you would be willing to accept a teaching assignment.*

  _____ 6 points if elementary or early childhood certification
  _____3 points if elementary certification AND you are including a middle grades (5-9) ADE approved-area/endorsement
  _____ 3 points if secondary certified

  Tabulate total points to calculate "Certification Points" here: _____

- Please list your ADE-approved area(s)/endorsement(s) you hold in which you would be willing to accept a teaching assignment (include content areas and professional endorsements.) (Attach additional page if needed.)

  _____ _____
  _____ _____
  _____ _____

  Multiple number of ADE-approved area(s)/endorsement(s) listed _____ x 3 to calculate "Endorsement Points" here: __

- Check if you have the following advanced degrees or certification:
  ___ National Board Certification
  ___ Master's Degree in education or your teaching content area
  ___ Doctoral Degree in education or your teaching content area

  Multiply number of checks _____ x 3 to calculate "Advanced Points" here: _____

Total Calculated Section 2 Points
(Certificate Points + Endorsement Points + Advanced Points): _____

_____ (Princ.) _____ (HR)

Section 3: Teaching Experience (Maximum 40 Points)

Circle the appropriate points corresponding to your years of experience in each category below:

Experience in your current program/content area	*Points*	Total Teaching Experience	*Points*
1-3 years	1 pt.	1-3 years	1 pt.
4-6 years	2 pts	4-6 years	2 pts
7-9 years	3 pts	7-9 years	3 pts
10-12 years	4 pts	10-12 years	4 pts
13-15 years	5 pts	13-15 years	5 pts
16-18 years	6 pts	16-18 years	6 pts
19-21 years	7 pts	19-21 years	7 pts
>21 years	8 pts	>21 years	8 pts
Multiply points by specified weights:	X3=____		X2=____
Total Points (Sum of weighted points from both columns):			

Note: If you taught in another content area at your current school site in the last three school years, you may complete an additional form for that content area for consideration of retention/placement in that content area.

Total Calculated Section 3 Points: _____

_____ (Princ.) _____ (HR)

Section 4: Professional Growth Activities (Maximum 40 Points: 1 hour = 1 point)
Employee may provide documentation of professional development hours during the past 3 years to receive credit per hour of documented professional development time. A maximum credit will be given for 40 hours.

Total Calculated Section 4 Points: _____

_____ (Princ.) _____ (HR)

Section 5: Leadership Roles and Service (Maximum 40 Points: 1 hour = 1 point)
Employee may list hours in a leadership role and/or service that benefit the school or District during the past 3 years. Service hours should be outside of contracted duties; however, addendum hours may be included. Site Administrator will verify information by employee.

Total Calculated Section 5 Points: _____

_____ (Princ.)

Section 6: Disciplinary Action* (Maximum 25 Points)
*Refers ONLY to written reprimands and suspensions without pay received by employee

Begin with 25 total possible points for this section: 25
Subtract the number of reprimands in last three years x 8 points: _____ x 8 = -_____
Subtract the number of suspensions in last three years x 25 points: _____ x 25 = -_____

Total Calculated Section 6 Points: _____
(No less than 0)

_____ (Princ.) _____ (HR)

Final Total of Points from All Sections Above: _____

I attest that the information I have provided above is accurate and complete.

_____ _____
Signature of Teacher/Professional completing this form Date

Why did the Professional Committee review Policy GCQA?

1. Pre-policy survey responses requested it

2. Policy GCQA referred to the outdated ATPES teacher evaluation system which is no longer used

3. The Governing Board approved the Danielson ATPES teacher evaluation system beginning last school year

4. Policy GCQA used outdated terms like “highly qualified” which has not been required since 2016, and it failed to account for current requirements that teachers be “appropriately certified”

5. The Staff Profile Form noted a plan to account for professional growth and professional leadership in the composite score after 2011, but there was no point value provided for those categories on the form

Why Are There No Recommendations for Support Staff Policy GDQA (Reduction in Force)?

1. The pre-policy survey requests did not prioritize a need to revise Policy GDQA
2. Support staff have not had similar changes to their evaluation system to warrant a change to the policy
3. It did not contain outdated language
4. There have not been any recent changes to federal or state law that would require changes to the policy

Reminder about Meet and Confer Procedures for Employee Input

Policy HD

Employee Input:

- *Before the policy portion of meet and confer begins, employees will be given a chance to provide input through a joint survey developed by the committees*

- *Before the compensation portion of meet and confer begins, employees will be given a chance to provide input through a joint survey developed by the committees*

- *The final meet and confer recommendations (policy and compensation) of the committees will jointly be presented to employees for evaluation and comment before presentation to the Governing Board for consideration*

- *Following the joint employee feedback process, the Governing Board reserves its discretion to reconvene the committees for additional feedback, or the Governing Board may take action on the original recommendations*

Joint Survey of Employees

- Monday, February 1 Survey Monkey survey to all employees
- Monday, February 8 Survey closed

AMPHITHEATER
Public Schools

Survey Results

Policy GBB (Staff Involvement in Decision Making)

695 employees answered questions about the Policy GBB recommendation

The results were as follows:

- 626 (90.07%) agree with the recommendation, and
- 69 (9.93%) disagree with the recommendation

Policy GCQA (Reduction in Force)

392 certificated employees answered questions about Policy GCQA

The results were as follows:

- 392 (93.11%) agree with the recommendation, and
- 27 (6.89%) disagree with the recommendation

Employee Comments in Survey

Policy GBB

81 employees commented about the Policy GBB recommendation.

The common themes in these comments were:

1. Concern that employee input is not always valued, and

2. Concern that administrative consideration of employee input is not measureable.

Policy GCQA

33 certificated employees commented about the Policy GCQA recommendation.

The common theme in these comments were:

1. Positive feedback for the proposed changes, and

2. Concern about the effectiveness of teacher evaluations during the pandemic.

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 9, 2021**

TITLE: **Review of Draft District Calendar for School Year 2022-2023**

BACKGROUND:

Arizona state law governs the number of days that schools must provide instruction in a calendar year. In Arizona, public schools must provide a minimum of 180 instructional days or the equivalent number of instructional minutes in a fewer number of days.

For several years, Amphitheater Public Schools has utilized the "equivalent number of instructional minutes" option to permit it to provide the requisite number of instructional minutes within 178 school days. The attached proposed calendar for the 2022-2023 fiscal year reflects a calendar of 178 days again.

Because the District's calendar does not have "extra" school days built into it, any emergency closure of schools due to weather or other factors must be addressed by ensuring the requisite instructional minute requirements are still met. Consequently, the District and the Amphitheater Education Association (on behalf of District employees) previously agreed that if any schools are closed as a result of any emergency, certificated staff at those schools will have an equivalent number of student reporting days added to their work calendar without additional compensation – generally, by turning the planning days at the end of each semester into student reporting days.

As long as the State permits the district to use equivalent instructional minutes rather than 180 days, the District's school calendars will be constructed in this same manner.

RECOMMENDATION:

This item is presented for the Board's review and discussion at this time; no action is required. The proposed calendar will be presented for approval at the next Board meeting.

INITIATED BY:

Michelle H. Tong, J.D., **Date: February 1, 2021**
Associate to the Superintendent and General Counsel

Todd A. Jaeger, J.D., Superintendent

AMPHITHEATER PUBLIC SCHOOLS CALENDAR
2022-2023 SCHOOL YEAR

July '22

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

August '22

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

September '22

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

October '22

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

November '22

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

December '22

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

January '23

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

February '23

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

March '23

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

April '23

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

May '23

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

June '23

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

School Holidays	
September 5	Labor Day
October 10 - 14	Fall Intersession
November 11	Veterans' Day
November 24 - 25	Thanksgiving
Dec 19 - Dec 30	Winter Break
January 16	Martin Luther King Day
February 23 - 24	Rodeo Break
March 13 - 17	Spring Intersession

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

Grading Periods			
1st	Aug 4 - Oct 7	46	days
2nd	Oct 17 - Dec 15	41	days
3rd	Jan 2 - Mar 10	47	days
4th	Mar 20 - May 18	44	days
	Total	178	days

Important Dates for Staff	
July 4	Independence Day (celebrated)
July 27	New Teachers First Day
Aug 1	Returning Teachers First Day
Dec 21-23, 29-30	Winter Holidays
March 15 - 17	Spring Break
May 29	Memorial Day

*Instructional time equivalent to 180 days

GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: **February 9, 2021**

TITLE: **Adoption of Resolution Authorizing the Issuance & Sale of School Improvement Bonds of the Amphitheater Unified School District No. 10 of Pima County, Arizona**

BACKGROUND:

The Governing Board called for a special bond election on June 21, 2016. The special election was held on November 8, 2016 at which time the voters approved the issuance and sale of $56 million in bonds to address a substantial list of capital needs within the District. The District issued $14.5 million in bonds February of 2017 and March of 2019. The District is ready to issue another $14.5 million in bonds.

To initiate the bond sale process, the Board must now approve a Resolution authorizing the issuance and sale of school improvement bonds and delegating authority, as may be expedient, to draft, approve and/or execute documents necessary to effect issuance and sale of bonds.

RECOMMENDATION:

The Administration recommends that the Governing Board approved the attached forms of Resolution and authorize the Governing Board President or Superintendent to execute the documents outlined in the resolution.

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer **Date: February 2, 2021**

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

RESOLUTION

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA, SCHOOL IMPROVEMENT BONDS, PROJECT OF 2016, SERIES C (2021); DELEGATING THE AUTHORITY TO APPROVE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PROVIDING FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; AUTHORIZING THE APPOINTMENT OF A PLACEMENT AGENT, IF APPLICABLE, BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT; AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FOR THE PURCHASE OF THE BONDS; APPROVING THE FORM OF CERTAIN DOCUMENTS AND AUTHORIZING COMPLETION, EXECUTION AND DELIVERY THEREOF; DELEGATING THE AUTHORITY TO APPROVE THE METHOD OF SALE AND TO APPROVE AND DEEM FINAL A FORM OF PRELIMINARY OFFICIAL STATEMENT, IF APPLICABLE; 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*"), held a special bond election in and for the District on November 8, 2016 (the "*Election*"), at which a majority of the qualified electors voting at the Election authorized the issuance of school improvement bonds; and

WHEREAS, the Governing Board of the District (the "*Board*") intends to issue bonds in the aggregate principal amount of not to exceed $14,500,000 (the "*Bonds*") on a tax-exempt or taxable basis for the purpose of making school improvements in accordance with the authority granted at the Election and for the purpose of paying a portion of the costs of issuance of the Bonds; and

WHEREAS, the Board intends to issue the Bonds through any or all of the following methods as determined by the District's Superintendent (the "*Superintendent*") or Chief Financial Officer of the District (the "*Chief Financial Officer*"): (i) a negotiated sale to Stifel, Nicolaus & Company, Incorporated (the "*Underwriter*") where the District will receive a proposal for the purchase of the Bonds from the Underwriter, not acting as a municipal advisor (as defined in the Securities and Exchange Commission's Municipal Advisor Rule), and the District desires that all or a portion of the Bonds be sold through negotiation to the Underwriter on such terms as may hereafter be approved by the Superintendent or the Chief Financial Officer and pursuant to the Strategic Alliance for Volume Expenditures (SAVE) Cooperative Response Proposal #C-005-1718 (the "*SAVE Contract*"), or (ii) a sale directly to one or more banks or financial institutions submitting a lending proposal in response to a Request for Proposals, prepared by Stifel, Nicolaus & Company, Incorporated, as placement agent, not acting as a municipal advisor (as defined in the Securities and Exchange Commission's Municipal Advisor Rule) and pursuant to the SAVE Contract (the "*Placement Agent*"); and

WHEREAS, by this resolution, the Superintendent or the Chief Financial Officer are hereby authorized and directed to determine on behalf of the District one of more of the following: (i) which of the Bonds, if any, will be sold through a negotiated sale to the Underwriter pursuant to a bond purchase agreement (the "*Purchase Agreement*"), in substantially the form now

on file with the Board or (ii) which of the Bonds, if any, are placed pursuant to the terms of a placement agent agreement between the District and the Placement Agent (the "*Placement Agent Agreement*") in the customary form as approved by the District's bond counsel, Gust Rosenfeld P.L.C. ("*Bond Counsel*"), each to be completed with the final terms of the Bonds. The Bonds will be sold to the Underwriter pursuant to the Purchase Agreement or placed with other bond purchaser(s) (collectively with the Underwriter, the "*Purchaser*") pursuant to the Placement Agent Agreement, when the final terms of the sale have been determined for the sale of the Bonds to the Purchaser; and

WHEREAS, within and by the parameters set forth in this resolution, the Board shall authorize the execution, issuance and sale of the Bonds and their delivery in accordance with the Purchase Agreement or Placement Agent Agreement, as applicable, and at such prices, interest rates, maturities and redemption features as may be hereafter determined;

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

Section 1. **Authorization**. The Board hereby authorizes the Bonds to be executed, issued and sold in an aggregate principal amount of not to exceed $14,500,000 in one or more series on one or more issuance dates. The Bonds shall be designated Amphitheater Unified School District No. 10 of Pima County, Arizona, School Improvement Bonds, Project of 2016, Series C (2021), and the Bonds shall be issued and sold in accordance with the provisions of this resolution and delivered against payment therefor by the Purchaser. The series designation of the Bonds may change if the Bonds are not sold in calendar year 2021, or are sold in more than one series, and all or portion of the Bonds may be designated as "tax-exempt" or "taxable" under the Code (as hereinafter defined) as provided in Section 13 hereof.

Section 2. **Terms**.

A. Bonds. The Bonds shall be dated as of the date set forth in the Purchase Agreement or Placement Agent Agreement, as applicable, shall mature on July 1 in some or all of the years 2021 through 2037, inclusive, and shall bear interest from their date to the maturity or earlier redemption of each of the Bonds, provided that the yield (as determined pursuant to the regulations of the Internal Revenue Code of 1986, as amended (the "*Code*")), shall not exceed 4.00%. The Bonds shall be classified as "Class B" Bonds for all purposes of Arizona Revised Statutes ("*A.R.S.*"), Title 15, Chapter 4, Article 5, and Chapter 9, Article 7.

The principal amount maturing in each year, the interest rates applicable to each maturity, the optional and mandatory redemption provisions and any other final terms of the Bonds shall be as set forth in the Purchase Agreement or Placement Agent Agreement, and approved by the President, any member of the Board, the Superintendent, or the Chief Financial Officer, and such approval shall be evidenced by the execution and delivery of the Purchase Agreement or Placement Agent Agreement. If the Bonds are issued in a negotiated sale, the Bonds shall be issued in fully registered book-entry-only form in denominations of $5,000 or integral multiples thereof. If the Bonds are issued in a private placement, the Bonds shall be issued in fully registered form in denominations of $100,000 or integral multiples of $1,000 in excess thereof. If the Book-

Entry-Only System (as defined herein) is discontinued, the Bonds shall be in denominations of $5,000 each or integral multiples thereof if sold to the Underwriter. Interest on the Bonds shall be payable semiannually on each January 1 and July 1 (each an "*Interest Payment Date*") during the term of the Bonds, commencing July 1, 2021 (or such other date as set forth in the Purchase Agreement or Placement Agent Agreement).

B. Book-Entry-Only System. If the Bonds are administered under the book-entry-only system (the "*Book-Entry-Only System*") described in the Letter of Representations which is hereinafter defined, the District shall pay periodic principal and interest payments to Cede & Co. or its registered assigns in same-day funds no later than the time established by The Depository Trust Company, a New York Corporation ("*DTC*") on each interest or principal payment date (or in accordance with then existing arrangements between the District and DTC). The Superintendent or the Chief Financial Officer is authorized to enter into an agreement (the "*Letter of Representations*") with DTC in connection with the issuance of the District's bonds including the Bonds and, while the Letter of Representations is in effect, the procedures established therein shall apply to the Bonds.

C. Registration. If the Book-Entry-Only System is discontinued or not used, the Registrar's (as defined herein) registration books shall show the registered owners of the Bonds (collectively, the owner or owners of the Bonds as shown on the Registrar's registration books shall be referred to as "*Owner*" or "*Owners*"). While the Bonds are subject to the Book-Entry-Only System, the Bonds shall be registered in the name of Cede & Co. or its registered assigns. The Bonds shall be administered by the Registrar in a manner which assures against double issuance and provides a system of transfer of ownership on the books of the Registrar in the manner set forth in the Bonds. The District recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation under laws in force at the time the Bonds are delivered, if applicable. In this connection, the District agrees that it will not take any action to permit the Bonds to be issued in, or converted into bearer or coupon form, if applicable.

D. Payment. If the Book-Entry-Only System is discontinued or not used, interest on the Bonds shall be payable on each Interest Payment Date by check mailed to the Owner thereof at the Owner's address all as shown on the registration books maintained by the Registrar as of the fifteenth (15th) day of the month preceding an Interest Payment Date (the "*Record Date*").

If the Book-Entry-Only System is discontinued or not used, principal of the Bonds shall be payable, when due, only upon presentation and surrender of the Bond at the designated corporate trust office of the Paying Agent (as defined herein). Upon written request of a registered owner of at least $1,000,000 in principal amount of Bonds not less than twenty (20) days prior to an Interest Payment Date, all payments of interest and, if adequate provision for surrender is made, principal shall be paid by wire transfer in immediately available funds to an account within the United States of America designated by such Owner.

Notwithstanding any other provision of this resolution, payment of principal of and interest on any Bond that is held by a securities depository or that is subject to the Book-Entry-Only System may be paid by the Paying Agent by wire transfer in "same-day funds".

E. Other Terms. The Bonds shall have such other terms and provisions as are set forth in *Exhibit A* hereto and shall be sold under the terms and conditions set forth in the Purchase Agreement or Placement Agent Agreement, as applicable.

Section 3. Prior Redemption.

A. Optional Redemption. The Bonds may be subject to optional redemption as set forth in the Purchase Agreement or Placement Agent Agreement, as applicable.

B. Mandatory Redemption. The Bonds may be subject to mandatory redemption as set forth in the Purchase Agreement or Placement Agent Agreement, as applicable.

Whenever Bonds subject to mandatory redemption are purchased, redeemed (other than pursuant to mandatory redemption) or delivered by the District to the Registrar for cancellation, the principal amount of the Bonds so retired shall satisfy and be credited against the mandatory redemption requirements for such Bonds for such years as the District may direct.

C. Notice of Redemption.

(1) So long as the Bonds are held under the Book-Entry-Only System, notices of redemption will be sent to DTC in the manner required by DTC. If the Book-Entry-Only System is discontinued or not used, notice of redemption of any Bond will be mailed to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the Registrar not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of any registered Owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

(2) Notice of any redemption will also be sent to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

(3) If moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the District, the Treasurer of Pima County, Arizona (the "*Treasurer*"), or the Paying Agent prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect.

D. Effect of Call for Redemption. On the date designated for redemption by notice given as herein provided, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, and, if moneys for payment of the redemption price are held in separate accounts by the Paying Agent, interest on such Bonds or portions of such Bonds so called for redemption shall cease to accrue,

such Bonds shall cease to be entitled to any benefit or security hereunder and the Owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof and such Bonds shall be deemed paid and no longer outstanding.

E. Redemption of Less than All of a Bond. The District may redeem an amount which is included in a Bond in the denomination equal to or in excess of, but divisible by $5,000 if sold to the Underwriter or in $1,000 if sold to other bond purchasers. In that event, the Owner shall submit the Bond for partial redemption and the Paying Agent shall make such partial payment and the Registrar shall cause to be issued a new Bond in a principal amount equal to the unpaid amount remaining on such Bond after the redemption to be authenticated and delivered to the Owner thereof.

F. Defeasance. Any Bond or portion thereof in authorized denominations shall be deemed defeased and thereafter shall have no claim on ad valorem taxes levied on taxable property in the District if (i) there is deposited with a bank or comparable financial institution, in trust, obligations issued by or guaranteed by the United States government ("*Defeasance Obligations*") or moneys, or both, which, with the maturing principal of and interest on such Defeasance Obligations and the moneys so deposited will be sufficient, as evidenced by a certificate or report of an accountant, to pay the principal of, premium, if any, and interest on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption and (ii) such defeased Bond or portion thereof is to be redeemed prior to maturity, notice of such redemption has been given in accordance with provisions hereof or the District has submitted to the Registrar and Paying Agent instructions expressed to be irrevocable as to the date upon which such Bond or portion thereof is to be redeemed and as to the giving of notice of such redemption. If the maturing principal on the Defeasance Obligations or other moneys, or both, is sufficient to pay the principal of, premium, if any, and interest on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption, a certificate or report of an accountant shall not be required. Bonds, the payment of which has been provided for in accordance with this section, shall no longer be deemed payable or outstanding hereunder and thereafter such Bonds shall be entitled to payment only from the moneys or Defeasance Obligations deposited to provide for the payment of such Bonds.

Section 4. **Security**. For the purpose of paying the principal of premium, if any, and interest on and costs of administration for the Bonds, there shall be levied on all the taxable property in the District a continuing, direct, annual, ad valorem tax sufficient to pay all such principal, interest and costs of administration for the Bonds as the same becomes due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes are levied, assessed and collected. The proceeds of the taxes shall be deposited to an account kept by the Treasurer and accounted for either electronically or in books as a special fund entitled the "Debt Service Fund" of the District and shall be used only for the payment of principal of, interest on, premium, if any, or costs of administration as above-stated. If, for any reason, the amount on deposit in the District's Debt Service Fund is insufficient to pay the principal of, interest on and premium, if any, due on the Bonds on the date of payment, the District hereby authorizes the Treasurer to pay such deficiency from any District funds lawfully available therefor.

This resolution shall be construed as a request and continuing consent to invest moneys in the Debt Service Fund, subject to the provisions of Section 16, if applicable, and any

restrictions imposed by any entity providing credit enhancement for the Bonds, in any of the securities allowed by A.R.S. § 15-1025, and no further annual consent need be given; provided, however, that the Board, acting through its Superintendent or Chief Financial Officer, may revoke such consent for any fiscal year after fiscal year 2020/2021.

Section 5. **Use of Proceeds**. Upon the delivery of and payment for the Bonds in accordance with the terms of their sale, the proceeds from the sale of the Bonds, after payment of any Underwriter's discount and the cost of any bond insurer or credit enhancement, shall be set aside and deposited by the Treasurer, in a separate fund entitled the "Bond Building Fund" of the District.

The proceeds of the Bonds shall be expended only for the purpose set forth in the ballot and informational pamphlet used at the Election wherein issuance of the Bonds was approved (except for such changes allowed by law) and to pay the costs of issuance of the Bonds and the cost of bond insurance or credit enhancement, if applicable. Any premium received from the sale of the Bonds shall be used to pay (i) the Underwriter's compensation, (ii) any other costs of issuance lawfully payable from such proceeds, (iii) as a deposit to the District's Debt Service Fund and used only to pay interest on the Bonds, and/or (iv) for the purpose set forth in the ballot and informational pamphlet used at the Election so long as (a) the District has voter authorization and available capacity under its debt limitations and (b) the amount of such premium used for such purpose will reduce in an equal amount both the available aggregate indebtedness capacity of the District and the principal amount authorized at the Election.

Section 6. **Form of Bonds**. Pursuant to A.R.S. § 35-491, a fully registered bond form is adopted as an alternative to the form of bond provided in A.R.S. § 15-1023. So long as the Book-Entry-Only System is in effect, the Bonds shall be in substantially the form of *Exhibit A* attached hereto and incorporated by reference herein, with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby or by the Purchase Agreement or Placement Agent Agreement, as applicable, and are approved by those officers executing the Bonds; execution thereof by such officers shall constitute conclusive evidence of such approval.

The Bonds may have notations, legends or endorsements required by law, securities exchange rule or usage. Each Bond shall show both the date of the issue and the date of such Bond's authentication and registration. The Bonds are prohibited from being converted to coupon or bearer form without the consent of the Board and approval of Bond Counsel. If the Book-Entry-Only System is used and at any time discontinued, the Bonds shall be reissued and transferred in the form of Bond to be prepared at that time.

Section 7. **Execution of Bonds and Other Documents**.

A. Bonds. The Bonds shall be executed for and on behalf of the District by its President by manual or facsimile signature. If an officer whose signature is on a Bond no longer holds that office at the time the Bond is authenticated and registered, such Bond shall nevertheless be valid.

A Bond shall not be valid or binding until authenticated by the manual signature of an authorized representative of the Registrar. The signature of the authorized representative of the Registrar shall be conclusive evidence that such Bond has been authenticated and issued pursuant to this resolution.

B. Purchase Agreement and Placement Agent Agreement. The forms of the Purchase Agreement, in substantially the form on file with the Board, and the Placement Agent Agreement, in customary form and approved by Bond Counsel, are hereby approved. The President, any member of the Board, the Superintendent, or the Chief Financial Officer shall cause the Purchase Agreement or Placement Agent Agreement, as applicable, to be completed and is hereby authorized to execute the Purchase Agreement or Placement Agent Agreement, as applicable, to reflect the terms of the Bonds, including the price at which the Bonds are sold and provisions for original issue premium or original issue discount with respect thereto on behalf of the District. The execution and delivery of the Purchase Agreement or Placement Agent Agreement, as applicable, as completed shall be conclusive evidence of such approval of the final terms and provisions.

C. Registrar Contract. The form of registrar's contract concerning duties of the Registrar and Paying Agent for the Bonds, in substantially the form submitted to and on file with the Board at the meeting at which this resolution was adopted, is hereby approved and the President, any member of the Board, the Superintendent, or the Chief Financial Officer is hereby directed to execute such contract on behalf of the District with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing the documents and cause such respective contract to be delivered. Execution by any such officer shall constitute conclusive evidence of such approval.

D. Continuing Disclosure Undertaking. In order to comply with the provisions of Section 240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934 (the "*Rule*"), unless an exemption from the terms and provisions of the Rule is applicable to the Bonds, the Superintendent or the Chief Financial Officer is hereby authorized and directed to prepare, execute and deliver on behalf of the District a written agreement or undertaking for the benefit of the Owners (including beneficial owners) of the Bonds, in substantially the form submitted to and on file with the Board. The written agreement or undertaking shall contain such terms and provisions as are necessary to comply with the Rule including, but not limited to (i) an agreement to provide to MSRB the financial information or operating data presented in the final official statement, as determined by mutual agreement between the Superintendent or the Chief Financial Officer and the Purchaser, and audited financial statements of the District and (ii) an agreement to provide listed events disclosure to MSRB.

E. Official Statement. The preparation and dissemination of a preliminary official statement with respect to the Bonds is hereby authorized and approved. Its distribution by the Underwriter is hereby authorized and approved, and will be used if the Bonds are sold in a negotiated sale. The preliminary official statement shall be in a form that is approved and deemed as "final" for all purposes of the Rule, by the Superintendent or the Chief Financial Officer. The Superintendent or the Chief Financial Officer shall approve and cause a final official statement (the "*Official Statement*") in substantially the form of the preliminary official statement referred to above to be prepared and distributed with the Bonds upon initial issuance. The President or any

member of the Board is authorized to execute and deliver the Official Statement on behalf of the District.

Section 8. **Mutilated, Lost or Destroyed Bonds**. In case any Bond becomes mutilated or destroyed or lost, the District shall cause to be executed, authenticated and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of the mutilated Bond or in lieu of and in substitution for the Bond destroyed or lost, upon the Owner's paying the reasonable expenses and charges of the District in connection therewith and, in the case of the Bond destroyed or lost, filing with the Registrar and the Treasurer of evidence satisfactory to the Registrar and the Treasurer that such Bond was destroyed or lost, and furnishing the Registrar and the Treasurer with a sufficient indemnity bond pursuant to A.R.S. § 47-8405.

Section 9. **Acceptance of Offer; Sale of Bonds; Purchase Agreement and Placement Agent Agreement Approval**. The Purchaser will propose to purchase the Bonds pursuant to the Purchase Agreement or Placement Agent Agreement, as applicable. Such proposal as supplemented by the final terms as contemplated by this resolution is hereby accepted. When the final terms of the Bonds are known, the Purchase Agreement or Placement Agent Agreement, as applicable, shall be finalized. The President, any member of the Board, the Superintendent, or the Chief Financial Officer is authorized and directed to cause the Purchase Agreement or Placement Agent Agreement, as applicable, to be completed and/or executed; provided, however, that the parameters of this resolution shall govern the Purchase Agreement or Placement Agent Agreement, as applicable, and none of the President, any member of the Board, the Superintendent, or the Chief Financial Officer is authorized to insert in the Purchase Agreement or Placement Agent Agreement, as applicable, any terms or conditions which would be contrary to this resolution. Upon the completion, execution and delivery of the Purchase Agreement or Placement Agent Agreement, as applicable, the Bonds are ordered sold to the Purchaser pursuant to the Purchase Agreement or Placement Agent Agreement, as applicable.

The Treasurer is hereby authorized and directed to receive payment for the Bonds in accordance with the terms of the respective Purchase Agreement or Placement Agent Agreement, as applicable. Any other provisions of this resolution to the contrary notwithstanding, the Bonds shall not be sold for less than par and no premium on the Bonds shall exceed the net premium permitted by Arizona law.

Section 10. Method of Sale. The Board hereby directs the Superintendent or the Chief Financial Officer to determine if the Bonds will be sold through (i) a public offering via negotiated sale or (ii) a private placement with a bank or financial institution, and authorizes the sale of the Bonds and to take any action and make any modifications to the documents described in Section 7 hereof to accomplish the purposes of this Resolution.

Section 11. **Registrar and Paying Agent**. The District shall maintain an office or agency where the Owners of the Bonds shall be recorded in the registration books and the Bonds may be presented for registration or transfer (such entity performing such function shall be the "*Registrar*"). The District shall maintain an office or agency where Bonds may be presented for payment (such entity performing such function shall be the "*Paying Agent*"). Bonds shall be paid by the Paying Agent in accordance with Section 2(D) of this resolution. The District may appoint one or more co-Registrars or one or more additional Paying Agents. The Registrar and Paying

Agent may make reasonable rules and set reasonable requirements for their respective functions with respect to the Owners of the Bonds.

The Superintendent or Chief Financial Officer shall solicit pricing quotes to act as Registrar and Paying Agent with respect to the Bonds and shall select a Registrar and Paying Agent in the best interests of the District. The District may change the Registrar or Paying Agent without notice to or consent of Owners of the Bonds and the District may act in any such capacity.

Each Paying Agent shall be required to agree in writing that the Paying Agent shall hold in trust for the benefit of the Owners of the Bonds all moneys held by the Paying Agent for the payment of principal of and interest and any premium on the Bonds.

The Registrar may appoint an authenticating agent acceptable to the District to authenticate Bonds. An authenticating agent may authenticate Bonds whenever the Registrar may do so. Each reference in this resolution to authentication by the Registrar includes authentication by an authenticating agent acting on behalf and in the name of the Registrar and subject to the Registrar's direction.

The Registrar shall keep a separate register for the Bonds. The register shall show the Owners of the Bonds, and any transfer of the Bonds. When Bonds are presented to the Registrar or a co-registrar with a request to register a transfer, the Registrar shall register the transfer on the proper registration books if its requirements for transfer are met and shall authenticate and deliver one or more Bonds registered in the name of the transferee of the same principal or payment amount, maturity or payment date and rate of interest as the surrendered Bonds. All transfer fees and costs shall be paid by the transferor.

If the Book-Entry-Only System is used and then discontinued, the Registrar may, but shall not be required to, transfer or exchange any Bonds during the period commencing on the Record Date to and including the respective Interest Payment Date. The Registrar may but need not register the transfer of a Bond which has been selected for redemption and need not register the transfer of any Bond for a period of fifteen (15) days before a selection of Bonds to be redeemed; if the transfer of any Bond which has been called or selected for call for redemption in whole or in part is registered, any notice of redemption which has been given to the transferor shall be binding upon the transferee and a copy of the notice of redemption shall be delivered to the transferee along with the Bond or Bonds. If the Registrar transfers or exchanges Bonds within the period referred to above, interest on such Bonds shall be paid to the person who was the Owner at the close of business of the Registrar on the Record Date as if such transfer or exchange had not occurred.

The Registrar shall authenticate Bonds for original issue up to $14,500,000 in aggregate principal amount upon the written request of the Treasurer. The aggregate principal amount of Bonds outstanding at any time may not exceed that amount except for replacement Bonds as to which the requirements of the Registrar and the District are met.

Section 12. **Resolution a Contract**. This resolution shall constitute a contract between the District and the Owners of the Bonds and shall not be repealed or amended in any manner which would impair, impede or lessen the rights of the Owners of the Bonds then

outstanding. The performance by the Board of the obligations in this resolution and in the Bonds and the Purchase Agreement or Placement Agent Agreement, as applicable, is hereby authorized and approved.

Section 13. **Tax Covenant**. All or a portion of the Bonds may be issued as "tax-exempt" bonds or "taxable" bonds for purposes of the Code, as determined by the District Superintendent or Chief Financial Officer with the assistance of the Underwriter and/or Placement Agent, as applicable. This Section shall only apply to such Bonds designated by the District as "tax-exempt".

In consideration of the purchase and acceptance of the Bonds by the owners thereof and, as authorized by A.R.S., Title 35, Chapter 3, Article 7, and in consideration of retaining the exclusion of interest income on the Bonds from gross income for federal income tax purposes, the Board covenants with the Owners from time to time of the Bonds to neither take nor fail to take any action which action or failure to act is within its power and authority and would result in interest income on the Bonds becoming subject to inclusion as gross income for federal income tax purposes under either laws existing on the date of issuance of the Bonds or such laws as they may be modified or amended.

The President, any member of the Board, the Superintendent, and the Chief Financial Officer are each authorized to execute and deliver all closing documents incorporating the District's representations necessary to exclude the interest on the Bonds from gross income for federal income tax purposes and other matters pertaining to the sale of the Bonds as required by Bond Counsel. The Superintendent or the Chief Financial Officer, the Treasurer or a partner of Bond Counsel are each authorized to execute and file on behalf of the District information reporting returns and to file or deliver such other information as may be required by Section 149(e) of the Code.

The Board further authorizes the employment of such experts and consultants to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with Section 148(f) of the Code. The President, any member of the Board, the Superintendent, and the Chief Financial Officer are each authorized to make any applicable elections necessary to avoid the rebate to the federal government of certain of the investment earnings attributable to the Bonds.

The District shall comply with such requirements and shall take any such actions as in the opinion of Bond Counsel are necessary to prevent interest income on the Bonds from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements to be prepared by Bond Counsel; paying to the United States of America any required amounts representing yield reduction payments or rebates of arbitrage profits relating to the Bonds; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys relating to the Bonds; and limiting the use of the proceeds of the Bonds and property financed thereby.

The Board hereby authorizes the Chief Financial Officer, or his or her designee, to represent and act for the District in all matters pertaining to the District's tax-exempt bonds, as may be necessary to comply, on a continuing basis, with the Internal Revenue Service, Securities and Exchange Commission and other governmental entities' requests, reporting requirements and post-issuance compliance policies and matters.

Section 14. **Certifications**. The District certifies as follows:

A. The District is a governmental unit with general taxing powers;

B. No bond which is a part of the Bonds to be issued in accordance with this resolution is a private activity bond as defined in Section 141 of the Code; and

C. Ninety-five percent (95%) or more of the net proceeds of such issue are to be used for local government activities (i.e., school facilities) of the District.

The officers of the District charged with issuing the Bonds shall determine if the facts and conclusions stated in this Section are correct as of the date of issuance of the Bonds and, if correct, are authorized and directed to execute a certificate to that effect and cause the same to be delivered to the Purchaser of the Bonds.

Section 15. **Bonds Not Qualified Tax-Exempt Obligations**. The Bonds are not "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

Section 16. **Investment of Moneys**. Pursuant to A.R.S. §§ 15-1024 and 15-1025, subject to the provisions of Section 13 hereof, this resolution shall be construed as a request and continuing consent of the Board to invest moneys in the Debt Service Fund established for the Bonds and the proceeds of the Bonds deposited in the Bond Building Fund pending use in (i) any of the securities allowed by A.R.S. § 15-1025 and (ii) the local government investment pool established under A.R.S. § 35-326, so long as the pool only invests in securities allowed by A.R.S. § 15-1025. This resolution shall constitute the continuing consent of the Board to such investment and no further annual consent need be given; provided, however, that the District, acting through its Superintendent or Chief Financial Officer, may at any time provide written investment instructions to the Treasurer during any fiscal year and the Treasurer, to the extent such investments are lawful, is hereby directed to invest the moneys designated in the written instructions in the investments set forth in such instructions.

Section 17. **Ratification of Actions**. All actions of the officers and agents of the District which conform to the purposes and intent of this resolution and which further the issuance and sale of the Bonds as contemplated by this resolution whether heretofore or hereafter taken 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.

The Board hereby acknowledges Bond Counsel's representation of the Underwriter or Purchaser in matters not involving the District or the Bonds and hereby consents to Bond Counsel's representation of the District in the matters set forth in this resolution.

Section 18. **Severability**. If any section, paragraph, subdivision, sentence, clause or phrase of this resolution is for any reason held to be illegal, invalid or unenforceable, such decision shall not affect the validity of the remaining portions of this resolution. The Board hereby declares that it would have adopted this resolution and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this resolution may be held illegal, invalid or unenforceable.

Section 19. **Bond Insurance or Credit Enhancement**. The President, any member of the Board, the Superintendent, and the Chief Financial Officer are each hereby authorized and directed to purchase municipal bond insurance, surety bonds or other credit enhancement as may be deemed appropriate and beneficial to the District by the Chief Financial Officer and to enter into any obligations or agreements on behalf of the District to repay amounts paid thereon by the providers thereof and pay any delinquent interest at a rate not to exceed the yield set forth above. The Treasurer is hereby authorized to expend or cause to be expended Bond proceeds for the purchase of bond insurance or other credit enhancement for the Bonds or the Treasurer may receive an acknowledgement from the Purchaser that the premium or purchase price for the bond insurance or other credit enhancement has been paid from Bond proceeds as a portion of the purchase price of the Bonds.

[Signature on following page]

PASSED, ADOPTED AND APPROVED by the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona, on February 9, 2021.

_____

President

[Signature page to Authorizing Resolution]

EXHIBIT A

(Form of Book-Entry-Only Bond)

Number: R-_____ Denomination: _____

[*If the Bonds are sold in a public offering via negotiated sale* - Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("*DTC*"), to the District or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

[*If the Bonds are privately placed* – RESTRICTIONS ON TRANSFER. THIS BOND MAY BE TRANSFERRED ONLY IN WHOLE AND ONLY TO A "QUALIFIED INVESTOR," AS SUCH TERM IS DEFINED IN RULE 144A OF THE SECURITIES ACT OF 1933, AS AMENDED, OR AN ACCREDITED INVESTOR (EXCLUDING NATURAL PERSONS) AS DEFINED IN RULE 501 OF REGULATION D OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, WHO EXECUTES THE ATTACHED CERTIFICATE OF QUALIFIED INVESTOR.]

AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA SCHOOL IMPROVEMENT BOND, PROJECT OF 2016, SERIES C (2021)

Interest Rate	Maturity Date	Original Dated Date	CUSIP No.
____%	July 1, ____	_____, 2021	721832___

Registered Owner: Cede & Co.

Principal Amount: _____ AND NO/100 DOLLARS ($_____.00)

AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA (the "*District*"), for value received, hereby promises to pay to the registered owner identified above, or registered assigns as provided herein, on the maturity date set forth above, the principal amount set forth above, and to pay interest on the unpaid principal amount at the interest rate shown above.

[INSERT CALL FEATURE IF APPLICABLE.]

Interest is payable on January 1 and July 1 of each year commencing July 1, 2021 and will accrue from the most recent date to which interest has been paid, or, if no interest has been paid, from the original dated date set forth above. Interest will be computed on the basis of a year comprised of 360 days consisting of twelve (12) months of thirty (30) days each.

Principal of and interest on this bond are payable in lawful money of the United States of America. Interest payments and principal payments that are part of periodic principal and interest payments shall be received by Cede & Co., as nominee of DTC, or its registered assigns in same-day funds no later than the time established by DTC on each interest or principal payment date (or in accordance with existing arrangements between the District and DTC).

The "Record Date" for this bond will be the fifteenth (15th) day of the month preceding an interest payment date.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and laws of the State of Arizona to exist, to occur and to be performed precedent to and in the issuance of this bond exist, have occurred and have been performed and that the series of bonds of which this is one, together with all other indebtedness of the District, is within every debt and other limit prescribed by the Constitution and laws of the State of Arizona, and that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon all of the

taxable property in the District for the payment of this bond and of the interest hereon as each becomes due, unlimited as to rate or amount.

This bond is one of a series of general obligation bonds in the aggregate principal amount of $[_____] of like tenor except as to amount, maturity date, redemption provisions, interest rate and number, issued by the District to provide funds to make certain school improvements within the District, pursuant to a resolution of the Governing Board of the District duly adopted prior to the issuance hereof (the "*Resolution*"), and pursuant to the Constitution and laws of the State of Arizona relative to the issuance and sale of school district bonds, and all amendments thereto, and all other laws of the State of Arizona thereunto enabling.

For the punctual payment of this bond and the interest hereon and for the levy and collection of ad valorem taxes on all taxable property within the District sufficient for that purpose, the full faith and credit of the District are hereby irrevocably pledged.

So long as the book-entry-only system is in effect, this bond is non-transferable. If the book-entry-only system is discontinued, this bond is transferable by the registered owner in person or by attorney duly authorized in writing at the designated office of the registrar, which on the original issue date is the corporate trust office of [_____], the initial registrar and paying agent, upon surrender and cancellation of this bond. Bonds of this series are issuable only in fully registered form in the denomination of $5,000 of principal or integral multiples thereof. The registrar or paying agent may be changed by the District without notice.

The District, the registrar and the paying agent may treat the registered owner of this bond as the absolute owner for the purpose of receiving principal and interest and for all other purposes and none of them shall be affected by any notice to the contrary.

The District has caused this bond to be executed by the President of its Governing Board, which signature may be a facsimile signature. This bond is not valid or binding upon the District without the manually affixed signature of an authorized representative of the registrar. This bond is prohibited from being issued in coupon or bearer form without the consent of the Governing Board of the District, and the occurrence of certain other conditions.

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NO. 10 OF PIMA COUNTY, ARIZONA

_____
President, Governing Board

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

DATE OF AUTHENTICATION AND REGISTRATION: [_______________]

CERTIFICATE OF AUTHENTICATION

This bond is one of the Amphitheater Unified School District No. 10 of Pima County, Arizona, School Improvement Bonds, Project of 2016, Series C (2021), described in the Resolution mentioned herein.

[________], as Registrar

____
Authorized Representative

- -

(INSERT INSURANCE STATEMENT HERE, IF APPLICABLE)

- -

FORM OF ASSIGNMENT

The following abbreviations, when used in this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT-_______ Custodian _______
(Cust) (Minor)
under Uniform Gifts/Transfers to Minors Act _____________
(State)

Additional abbreviations may also be used though not in list above

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

____
(Name and Address of Transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints ____________ ____, attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated ________________________

Signature Guaranteed:

____
Firm or Bank

____
Authorized Signature

Signature guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other program acceptable to the Registrar

____
Note: The signature(s) on this assignment must correspond with the name(s) as written on the within registered bond in every particular without alteration or enlargement or any change whatsoever.

ALL FEES AND TRANSFER COSTS SHALL BE PAID BY THE TRANSFEROR

SECOND DRAFT DATED FEBRUARY 1, 2021

BOND PURCHASE AGREEMENT

$_____
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10
OF PIMA COUNTY, ARIZONA
SCHOOL IMPROVEMENT BONDS,
PROJECT OF 2016, SERIES C (2019)

February ___, 2021

Governing Board
Amphitheater Unified School District No. 10
of Pima County, Arizona
701 West Wetmore Road
Tucson, Arizona 85705

Upon the terms and conditions hereof and in reliance on the representations, warranties and covenants contained herein and in any certificates or other documents delivered pursuant hereto, Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), hereby offers to enter into the following agreement with Amphitheater Unified School District No. 10 of Pima County, Arizona (the "District"), which, upon the acceptance hereof by the District, shall be binding upon the District and the Underwriter. The offer made hereby is made subject to the written acceptance of this Bond Purchase Agreement (this "Purchase Agreement") by the District on or before 11:59 P.M., Arizona time, on the date indicated hereinabove, and, if not so accepted, shall be subject to withdrawal by the Underwriter upon notice delivered to the District at any time after such time and prior to the acceptance of this Purchase Agreement by the District. The District hereby acknowledges that Gust Rosenfeld P.L.C., "Bond Counsel," represents the Underwriter in other transactions and, from time to time, may provide general legal services to the Underwriter and hereby waives any conflict of interest that may exist as a result of such representation.

1. (a) The Underwriter shall purchase from the District, and the District shall sell to the Underwriter, all (but not less than all) of the $____,000 aggregate principal amount of "Amphitheater Unified School District No. 10 of Pima County, Arizona School Improvement Bonds, Project of 2016, Series C (2019)" (the "Bonds"). The Bonds shall be as described in and shall be issued and secured under the provisions of, a resolution adopted by the Governing Board of the District on February 9, 2021 (the "Bond Resolution"), Title 15, Chapter 4, Article 5, Arizona Revised Statutes, Title 15, Chapter 9, Article 7, Arizona Revised Statutes and the Arizona Constitution (collectively, the "Act"). The Underwriter has not

previously made any final agreement with the District to purchase the Bonds in an offering within the meaning of the SEC Rule (as such term is hereinafter defined).

(b) (i) The Bonds shall be dated as of the date of initial authentication and delivery thereof, and shall mature on the dates and in the amounts, be redeemable, bear interest at the rates per annum and produce the yields or prices, in each case as set forth on the Schedule hereto, such interest being payable on _____ 1, 20__, and semiannually thereafter on each _____ 1 and _____ 1.

(ii) The Bonds shall be issued for the purpose of making school improvements and paying a portion of the costs of issuance of the Bonds, as described in the Bond Resolution.

(c) The purchase price for the Bonds shall be $_____ consisting of the principal amount of the Bonds, plus [net] original issue premium ($_____) with respect to the Bonds less compensation for the Underwriter (which includes the fees and disbursements of the hereinafter described Counsel to the Underwriter) ($_____) payable by wire transfer in immediately available funds. The District hereby expressly acknowledges that such purchase price, if the Bonds are sold to the public at the approximate prices or yields set forth on the Schedule hereto and on the inside front cover page of the Final Official Statement (as hereinafter defined), shall result in remuneration to the Underwriter of $_____ which includes the fees and disbursements of Counsel to the Underwriter. The Underwriter shall also be reimbursed for its expenses as provided in Section 8. [For convenience, the Underwriter shall pay by the Closing (as hereinafter defined), on behalf of the District, $_____ from the proceeds of the Bonds to the Insurer (as hereinafter defined) as payment of the premium for the Policy.] The date of the payment for and delivery of the Bonds (such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery of the Bonds herein sometimes called the "Closing") shall be on March ___, 2021, or on such other date as may be mutually agreeable to the Underwriter and the District.

(d) (i) The purchase and sale of the Bonds pursuant to this Purchase Agreement is an "arm's-length," commercial transaction between the District and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and proceedings leading up to the consummation of such transaction, the Underwriter is and has been acting for and on behalf of itself, solely as a principal for its own account and is not acting as the agent or fiduciary of the District or as a municipal advisor (within the meaning of Section 15B of the Securities Exchange Act of 1934, as amended), (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering contemplated hereby or the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the District on other matters) and the Underwriter has no obligation to the District with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Agreement and Rule G-17 of the Municipal Securities Rulemaking Board (the "MSRB"), (iv) the Underwriter has financial and other interests that differ from those of the District, (v) the Underwriter has provided to the District prior disclosures under MSRB Rule G-17, which have

been received by the District and (vi) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

2. (a) The Underwriter intends to make an initial *bona fide* public offering of all of the Bonds at not in excess of the public offering prices (or not less than the yields) set forth on the Schedule hereto and on the inside front cover page of the Final Official Statement of the District relating to the Bonds, dated even date herewith (including all appendices thereto, the "Final Official Statement") and may subsequently change such offering prices (or yields). The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering prices (or higher than the yields) set forth on the Schedule hereto and on the inside front cover page of the Final Official Statement. The Underwriter also reserves the right (i) to over-allot or effect transactions that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market and (ii) to discontinue such stabilizing, if commenced, at any time.

(b) (i) The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing, an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached as the Exhibit hereto, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(ii) [Except as otherwise set forth in the Schedule attached hereto,] the District will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of the Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the date of Closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(iii) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the Schedule attached hereto, except as otherwise set forth therein. The Schedule attached hereto also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to

any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(I) the close of the fifth (5th) business day after the sale date; or

(II) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(iv) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The District acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(v) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(I) "public" means any person other than an underwriter or a related party,

(II) "underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(III) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(IV) "sale date" means the date of execution of this Purchase Agreement by all parties.

(c) The undersigned, on behalf of the Underwriter, but not individually, hereby represents and warrants:

(i) the Underwriter is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization;

(ii) this Purchase Agreement has been duly authorized, executed and delivered by the Underwriter and, assuming the due authorization, execution and delivery by the District, is the legal, valid and binding obligation of the Underwriter enforceable in accordance with its terms, except as the enforceability of this Purchase Agreement may be limited by application of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally from time to time in effect and from the application of general principles of equity and from public policy limitations on the exercise of any rights to indemnification and contribution (collectively, "Creditors' Rights Laws");

(iii) the Underwriter is licensed by and registered with the Financial Industry Regulatory Authority as a broker-dealer and the MSRB as a municipal securities dealer; and

(iv) by entering into this Purchase Agreement, the Underwriter certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Purchase Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Underwriter understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

3. (a) By all necessary official action of the District prior to or concurrently with the acceptance hereof, the District has duly authorized and approved the distribution and use by the Underwriter of the Preliminary Official Statement of the District relating to the Bonds, dated February ___, 2021 (including all appendices thereto, the "Preliminary Official Statement" and, together with the Final Official Statement, the "Official Statement"), and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds.

(b) The District caused the Preliminary Official Statement to be prepared and an authorized officer of the District, acting for and on behalf of the District, deemed the Preliminary Official Statement to be "final" for all purposes of Section 240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934, as amended (the "SEC Rule") by execution of the Certificate Deeming the Preliminary Official Statement Final (the "Deemed Final Certificate").

(c) (i) WHILE THE UNDERWRITER HAS PARTICIPATED AND WILL PARTICIPATE WITH THE DISTRICT IN THE PREPARATION AND ASSEMBLAGE OF THE PRELIMINARY OFFICIAL STATEMENT AND THE FINAL OFFICIAL STATEMENT, RESPECTIVELY, THE DISTRICT IS PRIMARILY RESPONSIBLE FOR THE CONTENT OF THE PRELIMINARY OFFICIAL STATEMENT AND THE FINAL OFFICIAL STATEMENT and (ii) as of the date thereof, and at the time of the acceptance by the District of this Purchase Agreement, the Preliminary Official Statement did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) The District shall provide to the Underwriter copies of the Official Statement in sufficient quantity to comply with the SEC Rule and the rules of the MSRB, particularly with respect to the Final Official Statement, within seven (7) business days after the date of this Purchase Agreement.

(e) The District authorizes the Underwriter to file, to the extent required by applicable Securities and Exchange Commission (the "SEC") or MSRB rule, and the Underwriter agrees to file or cause to be filed, the Official Statement with (i) the MSRB or its designee (including submission to the MSRB's Electronic Municipal Market Access system ("EMMA")) or (ii) other repositories approved from time to time by the SEC (either in addition to or in lieu of the filings referred to above). If an amended Official Statement is prepared in accordance with Section 3(g) during the "primary offering disclosure period" (as defined in MSRB Rule G-32) and if required by applicable SEC or MSRB rule, the Underwriter also shall make the required submission of the amended Official Statement to EMMA.

(f) The Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable rules of the MSRB and as may be agreed by the District and the Underwriter.

(g) During the period ending on the 25th day after the End of the Underwriting Period (as hereinafter defined) or such other period as may be agreed to by the District and the Underwriter, the District (i) shall not supplement or amend the Final Official Statement or cause the Final Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the District, that is reasonably likely to cause the Final Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter or the District, such event requires the preparation and distribution of a supplement or amendment to the Final Official Statement, the District shall prepare and furnish to the Underwriter, at the District's expense, such number of copies of the supplement or amendment to the Final Official Statement, in form and substance mutually agreed upon by the District and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the date of the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Final Official Statement.

(h) For purposes of this Purchase Agreement, the "End of the Underwriting Period" is used as defined in the SEC Rule and shall occur on the later of (i) the date of the Closing or (ii) when the Underwriter no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter on or prior to the date of the Closing, or otherwise agreed to by the District and the Underwriter, the District may assume that the End of the Underwriting Period is the date of the Closing.

(i) The Underwriter shall provide to the District such information relating to the Bonds which is not within the scope of knowledge of the District (including, but not limited to, the selling compensation of the Underwriter, offering price(s), interest rate(s), delivery date and other terms of the Bonds dependent upon such matters). The Final Official Statement shall be substantially in the form of the Preliminary Official Statement with only such changes therein as shall be necessary to conform to the terms of this Purchase Agreement and with such other changes and amendments to the date thereof as have been accepted by the

Underwriter. The execution and delivery of the Final Official Statement shall evidence the determination by the District that the Final Official Statement is "final" for all purposes of the SEC Rule.

4. (a) The undersigned on behalf of the District, but not individually, hereby represents and warrants that:

(i) the District is a unified school district of the State of Arizona (the "State") and is duly organized and validly existing under the Constitution and laws of the State, including the Act;

(ii) the Governing Board of the District has duly (A) adopted the Bond Resolution; (B) authorized the President or any member of the Governing Board of the District to approve and execute the Final Official Statement on behalf of the District; (C) authorized and approved the execution and delivery of, and the performance by the District of the obligations contained in, the Bond Resolution, the Bonds, a written undertaking by the District to provide ongoing disclosure for the benefit of certain owners of the Bonds as required under paragraph (b)(5) of the SEC Rule, in form and substance satisfactory to the Underwriter and Counsel to the Underwriter which shall be substantially in the form set forth in the Preliminary Official Statement, with such changes as may be agreed in writing by the Underwriter (the "Continuing Disclosure Undertaking"), a bond registrar, transfer agent and paying agent contract with respect to the Bonds, to be dated as of March 1, 2021 (the "Agency Agreement") by and among the District, the County Treasurer of Pima County, Arizona and _____, as such agent (the "Paying Agent"), the Letter of Representations (the "DTC Letter") to The Depository Trust Company ("DTC") and this Purchase Agreement, and (D) authorized and approved the consummation of all other transactions contemplated by the Continuing Disclosure Undertaking, the Agency Agreement, the DTC Letter, this Purchase Agreement and the Preliminary Official Statement;

(iii) the District is not in material breach of or in material default under any applicable constitutional provision, law or administrative regulation of the State or the United States of America (the "United States") or any applicable judgment or decree or any loan agreement, note, resolution, agreement or other instrument material to its existence, operation or ability to meet its obligations as they come due to which the District is a party or to which it is otherwise subject or to which any of its property is otherwise subject because such property is property of the District;

(iv) the District is, and at the Closing shall, to the extent possible, be or shall thereafter cause itself to be, in compliance in all material respects with the Bond Resolution and this Purchase Agreement;

(v) the District has, and at the date of the Closing will have, full legal right, power and authority under the Bond Resolution and the Act (A) to enter into the Continuing Disclosure Undertaking, the Agency Agreement, the DTC Letter and this Purchase Agreement, (B) to cause the Governing Board of the District to adopt the

Bond Resolution, (C) to deliver the Bonds to the Underwriter pursuant to the Bond Resolution as provided herein and (D) to carry out and consummate the transactions contemplated on its part by the Bond Resolution, the Continuing Disclosure Undertaking, the Agency Agreement, the DTC Letter, this Purchase Agreement and the Official Statement, including the payment or reimbursement of incidental expenses in connection with the marketing, issuance and delivery of the Bonds pursuant to Section 8;

(vi) the District has made all required filings with, and has obtained all approvals, consents and orders of, any governmental authority, board, agency or commission having jurisdiction (including with respect to the requirements of Section 35-501(B), Arizona Revised Statutes) which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the District of the obligations of the District pursuant to this Purchase Agreement and pursuant to the Bonds, the Continuing Disclosure Undertaking, the Agency Agreement, the DTC Letter and the Bond Resolution;

(vii) the Bonds, the Bond Resolution, the Continuing Disclosure Undertaking, the Agency Agreement and the DTC Letter shall conform to the descriptions thereof to be contained in the Official Statement;

(viii) the Bonds, when issued, executed, authenticated and delivered in accordance with the Bond Resolution and sold to the Underwriter as provided herein, shall be validly issued and outstanding ad valorem property tax obligations of the District, entitled to the benefits of the Constitution and laws of the State and the Bond Resolution, and all actions necessary to create a legal, valid and binding levy on all of the taxable property in the District of a direct, annual, ad valorem property tax, unlimited as to amount or rate, sufficient to pay all the principal of and interest on the Bonds as the same become due shall have been or shall be taken to the extent such action may be taken at or prior to the Closing;

(ix) the execution and delivery of the Bonds, the Bond Resolution, the Continuing Disclosure Undertaking, the Agency Agreement, the DTC Letter and this Purchase Agreement, and the compliance with the provisions of each, shall not conflict with or constitute a material breach of or default pursuant to any law, administrative regulation, judgment, decree, loan agreement, note, resolution, agreement or other instrument to which the District is a party or to which the District is otherwise subject or to which any of the property of the District is otherwise subject because such property is property of the District;

(x) this Purchase Agreement constitutes a legal, valid and binding obligation of the District enforceable in accordance with its terms; the Continuing Disclosure Undertaking, the Agency Agreement and the DTC Letter, when duly executed and delivered, will constitute the legal, valid and binding obligations of the District, enforceable in accordance with their respective terms; and the Bonds, when issued, authenticated and delivered in accordance with the Bond Resolution and sold to the Underwriter as provided herein, will be the legal, valid and binding obligations of the District enforceable in accordance with their terms; in all cases, except as the

enforceability of this Purchase Agreement, the Continuing Disclosure Undertaking, the Agency Agreement, the DTC Letter and the Bonds may be limited by Creditors' Rights Laws;

(xi) except as otherwise described in the Official Statement, there is neither any action, suit, proceeding, inquiry or investigation by or before any court, governmental agency, public board or body, pending, nor is there any basis therefor, (A) in any way affecting the powers of the District, the existence of the District or the title to office of any of the officials of the District, (B) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds, or the collection of the taxes levied or to be levied to pay the principal of and interest on the Bonds or the levy thereof, (C) in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Resolution, the Continuing Disclosure Undertaking, the Agency Agreement, the DTC Letter or this Purchase Agreement, (D) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Final Official Statement, (E) contesting the power of the District or the authority of the District with respect to the Bonds, the Bond Resolution, the Continuing Disclosure Undertaking, the Agency Agreement, the DTC Letter or this Purchase Agreement, (F) questioning the status of the exclusion of interest on the Bonds from gross income for federal income taxation, or (G) wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the District or would result in any material adverse change in the ability of the District to pay debt service on the Bonds;

(xii) except as otherwise disclosed in the Official Statement, the District has been during the previous five years and is currently in material compliance with continuing disclosure undertakings which the District has entered into pursuant to paragraph (b)(5) of the SEC Rule, if any; and

(xiii) the financial statements of the District contained in the Official Statement fairly present the financial position and results of operations of the District as of the dates and for the periods therein set forth in accordance with generally accepted accounting principles as applied to municipal corporations, and, since the date thereof, there has been no material adverse change in the financial position or results of operations of the District.

(b) The District hereby agrees with the Underwriter that:

(i) unless the Final Official Statement is amended or supplemented pursuant to Section 3(g), at the time of the acceptance by the District of this Purchase Agreement and at all times subsequent thereto, up to and including the End of the Underwriting Period, the Final Official Statement (including the financial and statistical data included therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) if the Final Official Statement is amended or supplemented pursuant to Section 3(g), at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including the date of the End of the Underwriting Period (unless the Final Official Statement is further amended or supplemented pursuant to subparagraph (iv) of this subparagraph), the Final Official Statement as so supplemented or amended (including the financial and statistical data provided or reviewed by the District included therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(iii) between the date of this Purchase Agreement and the Closing, the District shall not issue any bonds, notes or other obligations for borrowed money payable from the same source of payment as the Bonds pursuant to the Bond Resolution, and subsequent to the respective dates as of which information is given in the Official Statement up to and including the Closing, the District has not incurred and will not incur any material liabilities, except those liabilities arising in the normal course of business or incurred with the consent of the Underwriter; and

(iv) the District shall furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bonds for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may reasonably designate; provided, however, that the District shall not incur any additional expense with respect to such actions and further that the District shall not be required to subject itself or any of its agents or employees to service of process outside the State through or in connection with any of the foregoing.

(c) The District shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable state tax, of the interest on the Bonds.

5. At the Closing, the District shall cause the Bonds to be delivered to the Underwriter in definitive form, registered in the name of Cede & Co., as nominee of DTC pursuant to the DTC Letter, bearing CUSIP numbers (provided, however, that lack of such CUSIP numbers shall not relieve the Underwriter from its obligation under this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds), duly executed and authenticated, together with the other documents hereinafter mentioned and subject to the terms and conditions of this Purchase Agreement. The Underwriter shall accept such delivery and pay the purchase price for the Bonds as set forth in Section 1 of this Purchase Agreement in immediately available federal funds. Delivery and payment as aforesaid shall be made at DTC or, in the case of a "Fast Automated Securities Transfer," with the Paying Agent through DTC, or at such other place as may have been mutually agreed upon by the District and the Underwriter.

6. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained in this Purchase Agreement and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the District of the obligations of the District pursuant to this Purchase Agreement at or prior to the date of the Closing. Accordingly, the obligation of the Underwriter pursuant to this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds is subject to the performance by the District of the obligations of the District to be performed pursuant to this Purchase Agreement and pursuant to such aforesaid documents and instruments at or prior to the Closing and is also subject to the fulfillment to the reasonable satisfaction of the Underwriter of the following conditions, that:

(i) the representations, warranties and agreements of the District contained in this Purchase Agreement shall be true, complete and correct on the date of this Purchase Agreement and on and as of the date of the Closing, as if made on the date of Closing;

(ii) at the time of the Closing, the Bond Resolution, the Continuing Disclosure Undertaking, the Agency Agreement, the DTC Letter and this Purchase Agreement shall be in full force and effect and shall not have been amended, modified or supplemented, and the Final Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter;

(iii) at the time of the Closing, the District shall have adopted and there shall be in full force and effect such resolutions as in the opinion of Bond Counsel and the Underwriter shall be necessary in connection with the transactions contemplated by this Purchase Agreement, and all necessary action of the District relating to the issuance of the Bonds shall have been taken, shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter;

(iv) the Underwriter may terminate the obligations of the Underwriter pursuant to this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds by notifying the District of the election of the Underwriter to do so if at any time after the execution of this Purchase Agreement and at or prior to the Closing, in the Underwriter's sole and reasonable judgment, any of the following events shall occur:

(A) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(I) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or

shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Bonds; provided that, this paragraph (A)(I) shall not apply if the Bonds are being issued as taxable bonds; or

(II) there shall have occurred (a) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war, (b) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis, (c) the sovereign debt rating of the United States is downgraded by any major credit rating agency or a payment default occurs on United States Treasury obligations, or (d) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States or any city, county or other political subdivision located in the United States having a population of over 500,000; or

(III) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(IV) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other

governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds or the Bond Resolution, or any comparable securities of the District, are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended, or the Trust Indenture Act of 1939, as amended, or otherwise, or would be in violation of any provision of the federal securities laws; or

(V) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the District shall have occurred; or

(VI) any rating on general obligation bonds of the District is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(B) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Final Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Final Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the District refuses to permit the Final Official Statement to be supplemented to supply such statement or information, or the effect of the Final Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(C) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(D) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(E) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(F) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Purchase Agreement or by the Final Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the date of the Closing, including the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the Trust Indenture Act of 1939, as amended;

(v) at or prior to the Closing, the Underwriter shall have received copies of each of the following documents:

(A) (I) the approving opinion, dated the date of the Closing and addressed to the District, of Bond Counsel in form and content satisfactory to the Underwriter, in substantially the form attached as Appendix F to the Preliminary Official Statement relating to the Bonds; (II) a letter from Bond Counsel, dated the date of Closing and addressed to the Underwriter, permitting the Underwriter to rely upon the approving opinion of Bond Counsel for that period during which the Underwriter is the lawful owner of the Bonds and (III) the opinion of Bond Counsel, dated the date of Closing and addressed to the Underwriter, to the effect that (a) the information contained in the Preliminary Official Statement and the Final Official Statement in the tax caption on the cover page thereof, under the headings entitled "THE BONDS," "PLAN OF REFUNDING," "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS," "TAX EXEMPTION," "BOND PREMIUM," ["ORIGINAL ISSUE DISCOUNT"] and "CONTINUING DISCLOSURE UNDERTAKING" (excluding any statements about the District's compliance with previous continuing disclosure undertakings) therein, in Appendices E and F thereto as it relates to the Bonds, the Bond Resolution and the Continuing Disclosure Undertaking fairly and accurately summarizes the information which it purports to summarize and the information contained in "RELATIONSHIP AMONG PARTIES" relating to Bond Counsel is correct in all material respects, and, based solely on Bond Counsel's participation in the transaction as Bond Counsel, nothing has come to the attention of Bond Counsel that would lead Bond Counsel to believe that the information and statements in the Preliminary Official Statement, as of its date and as of the date of sale of the Bonds, and the Final Official Statement, as of its date and as of the date of such letter, contained or contain any untrue statement of a material fact or

omitted or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, no view need be expressed as to the financial statements of the District, any other financial, forecast, technical or statistical data, and any information in the Official Statement respecting DTC, (b) the offer and sale of the Bonds shall be exempt from registration under the Securities Act of 1933, as amended, and the Bond Resolution does not need to be qualified pursuant to the Trust Indenture Act of 1939, as amended, (c) the Bond Resolution, the Agency Agreement, the DTC Letter and this Purchase Agreement have been duly authorized, executed and delivered by the District and, assuming the due authorization, execution and delivery of the Agency Agreement and this Purchase Agreement by the other parties thereto, are legal valid and binding obligations of the District, enforceable in accordance with their terms subject to customary exceptions for Creditors' Rights Laws and (d) the Continuing Disclosure Undertaking has been duly authorized, executed and delivered by the District and, subject to annual appropriation to provide for the costs of compliance therewith, is a legal, valid and binding obligation of the District enforceable in accordance with its terms;

(B) the opinion of Greenberg Traurig, LLP, "Counsel to the Underwriter," addressed to the Underwriter, dated the date of the Closing, to the effect that: (I) the Bonds are exempt from registration under the Securities Act of 1933, as amended and the Bond Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended, and (II) the Continuing Disclosure Undertaking meets the requirements of paragraph (b)(5)(i) of the SEC Rule. In addition, such counsel shall state in its letter containing the foregoing opinion or in a separate letter addressed to the Underwriter and dated the date of the Closing that, without having undertaken to determine independently, or to assume responsibility for, the accuracy, completeness or fairness thereof, and based solely on Counsel to the Underwriter's participation in meetings and telephone conferences at which representatives of the District, Bond Counsel and the Underwriter were at various times present, nothing has come to the attention of Counsel to the Underwriter that would lead Counsel to the Underwriter to believe that the information and statements in the Preliminary Official Statement, as of its date and as of the date of sale of the Bonds, and the Final Official Statement, as of its date and as of the date of such letter, contained or contain any untrue statement of a material fact or omitted or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

provided that, no view need be expressed as to the financial statements of the District, any other financial, forecast, technical or statistical data, and any information in the Official Statement respecting DTC [or the Insurer];

(C) a certificate, dated the date of the Closing and signed on behalf of the District by the Superintendent or the Acting Chief Financial Officer of the District or other authorized officer with respect to matters relating to the District, to the effect that (I) the representations and warranties contained in this Purchase Agreement are true and correct in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing; (II) except as otherwise to be described in the Final Official Statement, no litigation of any nature is then pending or, to their knowledge, threatened, seeking to restrain or enjoin the issuance and delivery of the Bonds or the levy and collection of taxes to pay the principal thereof and interest thereon, questioning the proceedings and authority by which the levy is made, affecting the validity of the Bonds or contesting the corporate existence or boundaries of the District or the title of the present officers to their respective offices; (III) no authority or proceedings for the issuance of the Bonds has been repealed, revoked or rescinded and no petition or petitions to revoke or alter the authorization to issue the Bonds has been filed with or received by any of the signors; (IV) the District has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to, and to the extent possible before, the Closing and (V) no event affecting the District has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect as of the date of the Closing;

(D) a counterpart original of the Final Official Statement manually executed on behalf of the District by the President or any member of the Governing Board of the District and an executed copy of the Deemed Final Certificate;

(E) specimen Bonds;

(F) a certified copy of the Bond Resolution;

(G) the items required by the Bond Resolution as conditions for issuance of the Bonds;

(H) a non-arbitrage certificate of the District, in form and substance satisfactory to Bond Counsel setting forth, among other things, in the manner permitted by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the reasonable expectations of the District as of the date of the Closing as to the use of proceeds of the Bonds and of any other funds of the District expected to be used to pay debt service on the Bonds and the facts and estimates on which such expectations are based, and stating that, to the best of knowledge and belief of such certifying officer, the expectations set forth therein are reasonable;

(I) evidence that the District has caused or will cause to be filed the Report of Bond and Security Issuance Pursuant to Section 35-501(B), Arizona Revised Statutes;

(J) an executed copy of the Continuing Disclosure Undertaking, the Agency Agreement and the DTC Letter;

(K) the filing copy of the Information Return Form 8038-G (IRS) for the Bonds;

(L) evidence that Moody's Investors Service ("Moody's") has issued [an underlying] rating of "_____" to the Bonds and S&P Global Ratings, a division of Standard & Poor's Financial Services LLC has issued a rating of "_____" to the Bonds [based on the Policy] (collectively, the "Ratings"), and that the Ratings are then in effect;

[(M) evidence that _____ (the "Insurer") has issued its municipal bond insurance policy with respect to the Bonds (the "Policy") as well as appropriate opinions and certificates from the Insurer relating to the Policy; and]

(N) such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date of this Purchase Agreement and as of the date of the Closing, of the representations, warranties and covenants of the District contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the District at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the District.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions of this Purchase Agreement if, but only if, they are in form and substance satisfactory to the

Underwriter and Counsel to the Underwriter; provided, however, that acceptance by the Underwriter of the Bonds shall be deemed by the Underwriter to be satisfaction of the foregoing.

7. If the District is unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds are terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement (except the obligations set forth in Section 8(c)) shall terminate and neither the Underwriter nor the District shall be under further obligation hereunder.

8. (a) If the Closing shall take place hereunder, the District shall pay, but solely from the proceeds of the sale of the Bonds, (i) the cost of the preparation and printing of the Bond Resolution, the Continuing Disclosure Undertaking, the Agency Agreement, the DTC Letter, the Preliminary Official Statement and the Final Official Statement (including any amendments or supplements thereto); (ii) the cost of preparation and printing of the Bonds; (iii) the fees and disbursements of Bond Counsel; (iv) the initial fees and disbursements of the Paying Agent, provided, however, that the District shall be responsible for all other fees and disbursements of the Paying Agent; (v) the fees and expenses incurred by the District or the Underwriter for the Ratings [and the Policy]; (vi) the initial fees incurred by the dissemination agent; and (vii) reasonable miscellaneous, normally occurring, "out-of-pocket" expenses incurred by the Underwriter in connection with the issuance and sale of the Bonds, including any meals and travel of District officials paid for by the Underwriter, but not entertainment expenses.

(b) The Underwriter shall pay, if any, (i) all advertising expenses in connection with the public offering of the Bonds, (ii) the fees and disbursements of Counsel to the Underwriter and (iii) all other expenses incurred by the Underwriter in connection with the Underwriter's public offering and distribution of the Bonds.

(c) If this Purchase Agreement shall be terminated by the Underwriter because of any failure or refusal on the part of the District to comply with the terms or to fulfill any of the conditions of this Purchase Agreement, the District shall reimburse the Underwriter for all "out-of-pocket" expenses (including the fees and disbursements of Counsel to the Underwriter) reasonably incurred by the Underwriter in connection with this Purchase Agreement or the offering contemplated hereunder.

9. As required by the provisions of Section 38-511, Arizona Revised Statutes, notice is hereby given that the State, its political subdivisions (including the District) or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions, or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time. The State, its political

subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract. This section is not intended to expand or enlarge the rights of the District hereunder except as required by such Section. Each of the parties hereto hereby certifies that it is not presently aware of any violation of such Section which would adversely affect the enforceability of this Purchase Agreement and covenants that it shall take no action which would result in a violation of such Section.

10. (a) Any notice or other communication to be given pursuant to this Purchase Agreement must be given by delivering the same in writing to:

If to the District at:

Governing Board
Amphitheater Unified School District No. 10
of Pima County, Arizona
701 West Wetmore Road
Tucson, Arizona 85705
Attention: Chief Financial Officer

If to the Underwriter at:

Stifel, Nicolaus & Company, Incorporated
2801 East Camelback Road
Suite 300
Phoenix, Arizona 85016
Attention: Mr. Bryan Lundberg, Managing Director

(b) This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter), and no other person may acquire or have any right hereunder or by virtue of this Purchase Agreement.

(c) All of the representations, warranties, and covenants of the District and the Underwriter contained in this Purchase Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter, (ii) delivery of and payment for the Bonds pursuant to this Purchase Agreement or (iii) termination of this Purchase Agreement.

(d) If any section, paragraph, subdivision, sentence, clause or phrase of this Purchase Agreement shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions of this Purchase Agreement. The parties to this Purchase Agreement declared they would have executed this Purchase Agreement and each and every other section, paragraph, subdivision, sentence, clause and phrase of this Purchase Agreement, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Purchase Agreement may be held to be illegal, invalid, or

unenforceable. If any provision of this Purchase Agreement contains any ambiguity which may be construed as either valid or invalid, the valid construction shall be adopted.

(e) This Purchase Agreement expresses the entire understanding and all agreements of the parties to this Purchase Agreement with each other with respect to the subject matter of this Purchase Agreement, and no party to this Purchase Agreement has made or shall be bound by any agreement or any representation to any other party which is not expressly set forth in this Purchase Agreement.

(f) This Purchase Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(g) This Purchase Agreement shall become effective upon the execution of the acceptance of this Purchase Agreement by the undersigned member of the Governing Board on behalf of the District and shall be valid and enforceable as of the time of such acceptance.

(h) The electronic signature of a party to this Purchase Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Purchase Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format (pdf) or other replicating image attached to an electronic mail or internet message.

[Remainder of page left blank intentionally.]

(i) This Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

Very truly yours,

STIFEL NICOLAUS & COMPANY,
INCORPORATED

.....
Bryan Lundberg, Managing Director

ACCEPTED THIS _____ DAY OF
FEBRUARY, 2021 at …..….. P.M.

AMPHITHEATER UNIFIED SCHOOL DISTRICT
NO. 10 OF PIMA COUNTY, ARIZONA

By.....

Printed Name: _____

Title: Chief Financial Officer

[Signature page to Bond Purchase Agreement]

SCHEDULE

$_____
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10
OF PIMA COUNTY, ARIZONA
SCHOOL IMPROVEMENT BONDS,
PROJECT OF 2016, SERIES C (2019)

Maturity Dates (July 1)	Principal Amounts	Interest Rates	Yields

* Yield calculated to first optional redemption date: July 1, 20__.

The Bonds maturing before or on July 1, 20__, will not be subject to redemption prior to their stated maturity dates. The Bonds maturing on or after July 1, 20__, will be subject to redemption prior to their stated maturity dates, at the option of the District, in whole or in part on July 1, 20__, or on any date thereafter, by the payment of a redemption price equal to the principal amount of each Bond redeemed plus interest accrued to the date fixed for redemption, without premium.

EXHIBIT

FORM OF UNDERWRITER'S CERTIFICATE

$_____
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10
OF PIMA COUNTY, ARIZONA
SCHOOL IMPROVEMENT BONDS,
PROJECT OF 2016, SERIES C (2019)

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated ("Stifel") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. Bond Purchase Agreement. On _____, 2021 (the "Sale Date"), Stifel and Amphitheater Unified School District No. 10 of Pima County, Arizona (the "Issuer") executed a Bond Purchase Agreement (the "Purchase Contract") in connection with the sale of the Bonds. Stifel has not modified the Purchase Contract since its execution on the Sale Date.

2. Price.

(a) As of the date of this Certificate, for each [Maturity] [of the _____ Maturities] of the Bonds, the first price or prices at which at least 10% of [each] such Maturity of the Bonds was sold to the Public (the "10% Test") are the respective prices listed in Schedule A attached hereto.

(b) [**To be used if not using Hold-the-Offering-Price Rule and 10% was not sold for all Maturities]** [** With respect to each of the _____ Maturities of the Bonds:

(i) As of the date of this Certificate, Stifel has not sold at least 10% of the Bonds of these Maturities at any price or prices.

(ii) As of the date of this Certificate, Stifel reasonably expects that the first sale to the Public of Bonds of these Maturities will be at or below the respective price or prices listed on the attached Schedule A as the "Reasonably Expected Sale Prices for Undersold Maturities."

(iii) Stifel will provide actual sales information (substantially similar to the information contained on Schedule B) as to the price or prices at which the first 10% of each such Maturity (i.e., the Undersold Maturity or Maturities) is sold to the Public.

(iv) On the date the 10% Test is satisfied with respect to all Maturities of the Bonds, Stifel will execute a supplemental certificate substantially in the form attached hereto as Schedule C with respect to any remaining Maturities for which the 10% Test has not been satisfied as of the Closing Date.**]

(b) [**To be used if using Hold-the-Offering-Price Rule]** [**Alternative 1 - All Maturities Use Hold-the-Offering-Price Rule**: Stifel offered the Bonds to the Public for

purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.] [**Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule**: Stifel offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

[**Alternative 1 - All Maturities use Hold-the-Offering-Price Rule**: As set forth in the Purchase Contract, Stifel has agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. [**Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule**: As set forth in the Purchase Contract, Stifel has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. Defined Terms.

(a) [*Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."]

(b) [*Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which Stifel has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(c) *Issuer* means Amphitheater Unified School District No. 10 of Pima County, Arizona.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [_____, 2020].

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate of the Issuer dated [Closing Date] and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL NICOLAUS & COMPANY,
INCORPORATED, as underwriter

By: _____
[banker]

By: _____
[underwriter]

Dated: [Closing Date]

SCHEDULE A

Actual Sales Information as of Closing Date

Maturity/CUSIP	Coupon	Date Sold	Time Sold	Par Amount	Sale Price

The aggregate issue price of all maturities of the Bonds is $_____.

[Reasonably Expected Sales Prices for Undersold Maturities as of Closing Date**

Maturity/CUSIP	Coupon	Par Amount	Offering Prices

**]

SCHEDULE B

[**Actual Sales for Undersold Maturities as of the Closing Date**

Maturity/CUSIP	**Date Sold**	**Time Sold**	**Par Amount**	**Sale Price**

**]

[**PRICING WIRE OR EQUIVALENT COMMUNICATION**]

(Attached)

[SCHEDULE C

SUPPLEMENTAL ISSUE PRICE CERTIFICATE OF UNDERWRITER

$_____
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10
OF PIMA COUNTY, ARIZONA
SCHOOL IMPROVEMENT BONDS,
PROJECT OF 2016, SERIES C (2019)

The undersigned, Stifel, Nicolaus & Company, Incorporated ("Stifel"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. *Issue Price*.

(a) Stifel sold at least 10% of the _____ Maturities of the Bonds to the Public at the price or prices shown on the Issue Price Certificate dated as of the Closing Date (the "10% Test"). With respect to each of the _____ Maturities of the Bonds, Stifel had not satisfied the 10% Test as of the Closing Date (the "Undersold Maturities").

(b) As of the date of this Supplemental Certificate, Stifel has satisfied the 10% Test with respect to the Undersold Maturities. The first price or prices at which at least 10% of each such Undersold Maturity was sold to the Public are the respective prices listed on Exhibit A attached hereto.

2. *Defined Terms*.

(a) "Issuer" means Amphitheater Unified School District No. 10 of Pima County, Arizona.

(b) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate of the Issuer dated [closing date] and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as underwriter

By:_____
[banker]

By:_____
[underwriter]

Dated: _____

EXHIBIT A
TO
SUPPLEMENTAL ISSUE PRICE CERTIFICATE**]

DISTRICT FEDERAL TAXPAYER I.D. NO. 86-6000547

BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT CONTRACT FOR BONDS OF AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA

This Bond Registrar, Transfer Agent and Paying Agent Contract dated as of [_____ 1, 2021] (this "*Contract*"), is made and entered into by and among the **TREASURER OF PIMA COUNTY, ARIZONA** (hereinafter called the "*Treasurer*"), **AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA** (hereinafter called the "*District*"), and **[_____]** (hereinafter called the "*Bank*"), and witnesseth as follows:

The Treasurer is responsible for principal, interest and redemption funds for all school districts within Pima County, Arizona. The District will issue its bonds which will be known as Amphitheater Unified School District No. 10 of Pima County, Arizona, School Improvement Bonds, Project of 2016, Series C (2021) (the "*Bonds*"). The Bonds will be issued in the aggregate principal amount of $[_____]. The services of a registrar, transfer agent and paying agent are necessary and in the best interests of the District. Initially, the Bonds will be issued in book-entry-only form through The Depository Trust Company ("*DTC*") and, so long as the book-entry-only system (the "*Book-Entry-Only System*") is in effect, the Bonds will be registered in the name of Cede & Co., the nominee name of DTC.

The Bank desires to perform registrar, transfer agent and paying agent services during the life of the Bonds.

For and in consideration of the mutual promises, covenants, conditions and agreements hereinafter set forth, the parties do agree as follows:

1. **Services**. The Bank hereby agrees to provide the following services:

A. Registrar services which shall include, but not be limited to, (1) initially authenticating and verifying the Bonds; (2) keeping registration books sufficient to comply with Section 149 of the Internal Revenue Code of 1986, as amended (the "*Code*"); (3) recording transfers of ownership of the Bonds promptly as such transfers occur; (4) protecting against double or overissuance; (5) authenticating new Bonds prepared for issuance to transferees of original and subsequent purchasers; and (6) informing the District of the need for additional printings of the Bonds should the forms printed prior to initial delivery prove inadequate.

B. Transfer agent services which shall include, but not be limited to, (1) receiving and verifying all Bonds tendered for transfer; (2) preparing new Bonds for delivery to transferees and delivering the same either by delivery or by mail, as the case may be; (3) destroying Bonds submitted for transfer; and (4) providing proper information for recordation in the registration books.

C. Paying agent services which shall include, but not be limited to, (1) providing a billing to the Treasurer at least thirty (30) days prior to a Bond interest payment date setting forth the amount of principal and interest due on such date; (2) preparing, executing, wiring or mailing all interest payments to each registered owner of the Bonds on or before the scheduled payment date and in no event later than the time established by DTC, on the date such payments are due, unless sufficient funds to make such payments have not been received by the Bank; (3) verifying all matured Bonds upon their surrender; (4)

paying, or causing to be paid, all principal and premium, if any, due upon Bonds as they are properly surrendered therefor to the Bank; (5) preparing a semiannual reconciliation showing all principal and interest paid during the period and providing copies thereof to the Treasurer; (6) inventorying all documentation of payments made, including the amount, payee and wire confirmation or imaged information for six (6) years after payment; and (7) making proof of such payments available to the Treasurer or any owner or former owner.

2. **Record Date**. The Record Date for the payment of interest will be the fifteenth day of the month preceding an interest payment date. Normal transfer activities will continue after the Record Date but the interest payment on a particular certificate will be mailed to the registered owners of Bonds as shown on the books of the Bank on the close of business on the Record Date. Principal (and premium, if any) shall be paid only on surrender of the particular Bond at or after its maturity or prior redemption date, if applicable.

3. **Redemption; Redemption Notices**. The Bank agrees to provide certain notices to the Bond owners as required to be provided by the Bank in, and upon being provided with a copy of, the resolution of the District approving the issuance, sale and delivery of the Bonds. So long as the Book-Entry-Only System is in effect, the Bank shall send notices of redemption to DTC in the manner required by DTC. If the Book-Entry-Only System is discontinued, the Bank shall mail notice of redemption of any Bond to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the registrar not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption. A copy of the notice shall also be sent to the Treasurer. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of any registered owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

The Bank also agrees to send notice of any redemption to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

If moneys for the payment of the redemption price and accrued interest are not held in separate accounts by, or on behalf of, the District, the Treasurer or the Bank prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect.

Each redemption notice must contain, at a minimum, the complete official name of the issue with series designation, CUSIP number, certificate numbers, amount of each Bond called (for partial calls), date of issue, interest rate, maturity date, publication date (date of release to the general public or the date of general mailing of notices to Bond owners and information services), redemption date, redemption price, redemption agent and the name and address of the place where Bonds are to be tendered, including the name and phone number of the contact person. Such redemption notices may contain a statement that no representation is made as to the accuracy of the CUSIP numbers printed therein or on the Bonds.

If less than all of the Bonds within a maturity are being redeemed, the amount of the interest of each participant or owner of such issue to be redeemed shall be determined by lot.

4. **Issuance and Transfer of Bonds**. The Bank will issue Bonds to registered owners, require Bonds to be surrendered and cancelled and new Bonds issued upon transfer, and maintain a set of registration books showing the names and addresses of the owners from time to time of the Bonds. The Bank shall promptly record in the registration books all changes in ownership of Bonds.

5. **Payment Deposit**. The Treasurer will transfer immediately available funds to the Bank on the date on which the interest and principal are due on the Bonds, or, if agreed to by the parties hereto, on a date prior to the date due, but in no event later than the time established by DTC, on the date such payments are due. The Bank shall not be responsible for payments to Bond owners from any source other than moneys transferred, or caused to be transferred, to it by the Treasurer or the District.

6. **Collateral**. The Bank shall collateralize the funds on deposit at the Bank in accordance with Arizona Revised Statutes ("*A.R.S.*") §§ 35-323 and 35-491.

7. **Turnaround Time**. The Bank will comply with the three (3) business day turnaround time required by Securities and Exchange Commission Rule 17Ad-2 on routine transfer items.

8. **Fee Schedule; Initial Fee**. For its services under this Contract, the Treasurer shall pay the Bank in accordance with the fee schedule set forth in the attached *Exhibit A*, which is incorporated herein by reference. The fee for the Bank's initial services hereunder and services to be rendered until the end of the District's current fiscal year (fiscal year 2020/2021) is [$_____ (prorated)] and shall be billed by the Bank to the District after closing and paid by the District in advance after initial delivery of the Bonds solely from proceeds of the Bonds. Subsequent payments shall be made by the Treasurer in accordance herewith.

9. **Fees for Services in Subsequent Fiscal Years**. The Bank will bill the Treasurer in advance prior to June 1, 2021, and prior to each June 1 thereafter with such payments to be made by the Treasurer upon collection by the Treasurer on behalf of the District of sufficient and available ad valorem property taxes. The Bank may send a copy of such invoice to the District, so long as the invoice clearly indicates that it is for informational purposes only and not to be paid by the District.

10. **Costs and Expenses**. The District hereby agrees to pay all costs and expenses of the Bank pursuant hereto. If, for any reason, the amounts the District agrees to pay herein may not be paid from the annual tax levy for debt service on the Bonds, such costs shall be paid by the District from any funds lawfully available therefor and the District agrees to take all actions necessary to budget for and authorize expenditure of such amounts.

11. **Hold Harmless**. The Bank shall indemnify and hold harmless the Treasurer, the District and all boards, commissions, officials, officers and employees of the Treasurer and the District, individually and collectively, from the Bank's failure to perform to its standard of care as herein stated.

12. **Standard of Care Required**. In the absence of bad faith on its part in the performance of its services under this Contract, the Bank shall not be liable for any action taken or omitted to be taken by it in good faith and believed by it to be authorized hereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted to be taken by it in good faith and in accordance

with advice of counsel, and shall not be liable for any mistakes of fact or errors of judgment or for any actions or omissions of any kind unless caused by its own willful misconduct or negligence.

13. **Entire Contract**. This Contract and *Exhibit A* attached hereto contain the entire understanding of the parties with respect to the subject matter hereof, and no waiver, alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by a duly authorized representative of all parties hereto.

14. **Amendment**. The District, the Treasurer and the Bank reserve the right to amend any individual service set forth herein or all of the services upon providing a sixty (60) day prior written notice. Any corporation, association or agency into which the Bank may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from such conversion, sale, merger, consolidation or transfer to which it is a party, *ipso facto*, shall be and become successor registrar, transfer agent and paying agent under this Contract and vested with all of the same rights, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

15. **Resignation or Replacement**. The Bank may resign or the District or the Treasurer may replace the Bank as registrar, transfer agent and paying agent at any time by giving thirty (30) days' written notice of resignation or replacement to the Treasurer and the District or to the Bank, as applicable. The resignation shall take effect upon the appointment of a successor registrar, transfer agent and paying agent. A successor registrar, transfer agent and paying agent will be appointed by the District; provided, that if a successor registrar, transfer agent and paying agent is not so appointed within ten (10) days after a notice of resignation is received by the District, the Bank may apply to any court of competent jurisdiction to appoint a successor registrar, transfer agent and paying agent.

In the event the Bank resigns or is replaced, the Treasurer and the District reserve the right to appoint a successor registrar, transfer agent and paying agent who may qualify pursuant to A.R.S. Title 35, Chapter 3, Article 5, or any subsequent statute pertaining to the registration, transfer and payment of bonds. In such event the provisions hereof with respect to payment by the District shall remain in full force and effect, but the Treasurer shall then be authorized to use the funds collected for payment of the costs and expenses of the Bank hereunder to pay the successor registrar, transfer agent and paying agent or as reimbursement if the Treasurer acts as registrar, transfer agent and paying agent. Any resignation or replacement of the Bank pursuant to this Section shall be without cost to the District.

16. **Reports to Arizona Department of Administration**. The Bank shall make such reports to the Arizona Department of Administration (or any other party designated to receive such reports pursuant to the applicable laws of the State (as defined herein)) pertaining to the retirement of any Bonds and of all payments of interest thereon within thirty (30) days of a request therefor, from the Treasurer or the District, or the agents of either, to comply with the requirements of the Arizona Department of Administration (or any other party designated in applicable State law) pursuant to A.R.S. § 35-502.

17. **Form of Records**. The Bank's records shall be kept in compliance with standards as have been or may be issued from time to time by the Securities and Exchange Commission, the MSRB, the requirements of the Code and any other securities industry standard. The Bank shall retain such records in accordance with the applicable record keeping standard of the Internal Revenue Service. In lieu of

destruction and immediately prior to the date the Bank would destroy any Bondholder or Bond payment records maintained by the Bank pursuant to this Contract, such records shall be provided to the Treasurer.

18. **Advice of Counsel and Special Consultants**. When the Bank deems it necessary or reasonable, it may apply to Gust Rosenfeld P.L.C. or such other law firm or attorney for instructions or advice. Any fees and costs incurred shall be added to the next fiscal year's fees, costs and expenses to be paid to the Bank.

19. **Examination of Records**. The District and the Treasurer, or their duly authorized agents, may examine the records relating to the Bonds at the office of the Bank where such records are kept at reasonable times as agreed upon with the Bank and such records shall be subject to audit from time to time at the request of the District, the Treasurer, the Bank or the Auditor General of the State of Arizona (the "*State*").

20. **Payment of Unclaimed Amounts**. In the event any check for payment of interest on a Bond is returned to the Bank unendorsed or is not presented for payment within two (2) years from its payment date or any Bond is not presented for payment of principal at the maturity or redemption date, if applicable, if funds sufficient to pay such interest or principal due upon such Bond shall have been made available to the Bank for the benefit of the owner thereof, it shall be the duty of the Bank to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bond who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Bond or amounts due thereunder. The Bank's obligation to hold such funds shall continue for two years and six months (subject to applicable escheat or unclaimed property law) following the date on which such interest or principal payment became due, whether at maturity, or at the date fixed for redemption, or otherwise, at which time the Bank shall surrender such unclaimed funds so held to the Treasurer, whereupon any claim of whatever nature by the owner of such Bond arising under such Bond shall be made upon the Treasurer and shall be subject to the provisions of applicable law.

21. **Invalid Provisions**. If any provision hereof is held to be illegal, invalid or unenforceable under present or future laws, this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision.

22. **Mutilated, Lost or Destroyed Bonds**. With respect to Bonds which are mutilated, lost or destroyed, the Bank shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond lost or destroyed, upon the registered owner's paying the reasonable expenses and charges in connection therewith and, in the case of any Bond destroyed or lost, filing by the registered owner with the Bank and the Treasurer of evidence satisfactory to the Bank and the Treasurer that such Bond was destroyed or lost, and furnishing the Bank and the Treasurer with a sufficient indemnity bond pursuant to A.R.S. § 47-8405.

23. **Conflict of Interest**. Each party gives notice to the other parties that A.R.S. § 38-511 provides that the State, its political subdivisions or any department or agency of either, may within three (3) years after its execution cancel any contract without penalty or further obligation made by the State, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is at any time, while the contract or

any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

24. **Covenants**. The District has agreed in its authorizing resolution to take all necessary actions required to preserve the tax-exempt status of the Bonds. Such actions may require the calculation of amounts of arbitrage rebate which may be due and owing to the United States of America. The calculation of such rebate amount may be performed by an individual or firm qualified to perform such calculations and who or which may be selected and paid by the District. If the District does not retain a consultant to do the required calculations concerning arbitrage rebate and if, in the sole discretion of the Treasurer, a rebate calculation is required to permit interest on the Bonds to be and remain exempt from gross income for federal income tax purposes, the Treasurer may include, in addition to all other bills payable under this Contract, the costs and expenses and fees of an arbitrage consultant. The Treasurer may contract with a consultant to perform such arbitrage calculations as are necessary to meet the requirements of the Code. All fees, costs and expenses so paid may be deducted from moneys of the District held by the Treasurer or from tax levies made to pay the interest on the Bonds. Such costs, fees and expenses shall be considered as interest payable on the Bonds. This Contract shall be full authority to the Treasurer to cause to be levied and collected such amounts as may be necessary to make all rebates to the United States of America.

25. **Levy for Expenses**. Except for the initial fiscal year's costs and expenses, all costs and expenses incurred with respect to services for registration, transfer and payment of the Bonds and, if applicable, for costs and expenses in connection with the calculation of arbitrage rebate shall be treated as interest on the Bonds and the District agrees to include the same in the taxes levied for interest debt service during each of the ensuing fiscal years.

26. **Waiver of Trial by Jury**. Each party hereto hereby agrees not to elect a trial by jury of any issue triable of right by jury, and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to this Contract, or any claim, counterclaim or other action arising in connection herewith. This waiver of right to trial by jury is given knowingly and voluntarily by each party, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue.

27. **Governing Law**. This Contract is governed by the laws of the State.

28. **Transfer Expenses**. The transferor of any Bond will be responsible for all fees and costs relating to such transfer of ownership.

29. **E-verify Requirements**. To the extent applicable under A.R.S. § 41-4401, the Bank and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Bank's, or its subcontractors', breach of the above-mentioned warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the District. The District retains the legal right to randomly inspect the papers and records of the Bank and its subcontractors who work on this Contract to ensure that the Bank and its subcontractors are complying with the above-mentioned warranty.

The Bank and its subcontractors warrant to keep their papers and records open for random inspection by the District during normal business hours. The Bank and its subcontractors shall cooperate with the District's random inspections including granting the District entry rights onto their

property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

30. **No Boycott of Israel**. To the extent A.R.S. § 35-393 through § 35-393.03 is applicable, the Bank hereby certifies that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

31. **Electronic Storage**. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproduction of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

32. **Counterparts**. This Contract may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

[Signatures on following page]

This Contract is dated and effective as of [_____ 1, 2021].

AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA

By_____
Its Chief Financial Officer

TREASURER OF PIMA COUNTY, ARIZONA

By_____

[_____]

By_____
Its_____

Attach as Exhibit A the fee schedule of the Bank.

[Signature page to Bond Registrar, Transfer Agent and Paying Agent Contract]

$[_____]
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10
OF PIMA COUNTY, ARIZONA
SCHOOL IMPROVEMENT BONDS,
PROJECT OF 2016, SERIES C (2021)

CONTINUING DISCLOSURE CERTIFICATE
(CUSIP Base No. 721832)

This Continuing Disclosure Certificate (this "*Disclosure Certificate*") is undertaken by Amphitheater Unified School District No. 10 of Pima County, Arizona (the "*District*") in connection with the issuance of its $[_____] School Improvement Bonds, Project of 2016, Series C (2021) (the "*Bonds*"). In consideration of the initial sale and delivery of the Bonds, the District covenants as follows:

Section 1. **Purpose of the Disclosure Certificate**. This Disclosure Certificate is for the benefit of the Bondholders (as defined herein) and in order to assist the Participating Underwriter (as defined herein) in complying with the Rule (as defined herein).

Section 2. **Definitions**. Any capitalized term used herein shall have the following meanings, unless otherwise defined herein:

"*Annual Report*" shall mean the annual report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Audited Financial Statements*" shall mean the District's annual financial statements, which are currently prepared in accordance with generally accepted accounting principles (GAAP) for governmental units as prescribed by the Governmental Accounting Standards Board (GASB) and which the District intends to continue to prepare in substantially the same form.

"*Bond Counsel*" shall mean Gust Rosenfeld P.L.C. or such other nationally recognized bond counsel as may be selected by the District.

"*Bondholder*" shall mean any registered owner or beneficial owner of the Bonds.

"*Dissemination Agent*" shall mean the District, or any person designated in writing by the District as the Dissemination Agent.

"*EMMA*" shall mean the Electronic Municipal Market Access system of MSRB, or any successor thereto approved by the Securities and Exchange Commission, as a repository for municipal continuing disclosure information pursuant to the Rule.

"*Financial Obligation*" shall mean (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii), except that "*Financial Obligation*" does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"*Listed Events*" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"*MSRB*" shall mean the Municipal Securities Rulemaking Board, or any successor thereto.

"*Official Statement*" shall mean the final official statement dated [_____, 2021] relating to the Bonds.

"*Participating Underwriter*" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"*Rule*" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. **Provision of Annual Reports**.

(a) Commencing February 1, 2022, and by no later than February 1 of each year thereafter (the "*Filing Date*"), the District shall, either directly or by directing the Dissemination Agent to do so, provide an Annual Report to MSRB. The Annual Report shall be provided electronically and in a format prescribed by MSRB. The Annual Report shall be consistent with the requirements of Section 4 of this Disclosure Certificate and shall include information from the fiscal year ending on the preceding June 30. All documents provided to MSRB shall be accompanied by identifying information prescribed by MSRB. Currently, filings are required to be made with EMMA. Not later than fifteen (15) business days prior to such Filing Date, the District shall provide the Annual Report to the Dissemination Agent (if other than the District).

(b) If the District is unable or for any reason fails to provide electronically to EMMA an Annual Report or any part thereof by the Filing Date required in subsection (a) above, the District shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit A* not later than the Filing Date.

(c) If the District's Audited Financial Statements are not submitted with the Annual Report and the District fails to provide to EMMA a copy of its Audited Financial Statements within thirty (30) days of receipt thereof by the District, then the District shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit B*.

(d) The Dissemination Agent shall:

(i) Determine the proper electronic filing address of EMMA each year prior to the date(s) for providing the Annual Report and Audited Financial Statements; and

(ii) If the Dissemination Agent is other than the District, file a report or reports with the District certifying that the Annual Report and Audited Financial Statements, if applicable, have been provided pursuant to this Disclosure Certificate, stating the date such information was provided and listing where it was provided.

Section 4. **Content of Annual Reports**.

(a) The Annual Report may be submitted as a single document or as separate documents comprising an electronic package, and may incorporate by reference other information as provided in this Section, including the Audited Financial Statements of the District; provided, however, that if the Audited Financial Statements of the District are not available at the time of the filing of the Annual Report, the District shall file unaudited financial statements of the District with the Annual Report and, when the Audited Financial Statements of the District are available, the same shall be submitted to EMMA within thirty (30) days of receipt thereof by the District.

(b) The District's Annual Report shall contain or incorporate by reference the following:

(i) Type of Financial and Operating Data to be provided:

(A) Subject to the provisions of Sections 3 and 4(a) hereof, Audited Financial Statements for the District.

(B) Annually updated financial information and operating data of the type contained in the following tables in "Appendix A – The District – District Information" and "Appendix B – The District – Financial Information" of the Official Statement:

(1) Table 2 – Average Daily Membership;
(2) Table 6 – Property Taxes Levied and Collected;
(3) Table 8A – Net Limited Assessed Property Value by Property Classification;
(4) Table 9 – Net Limited Assessed Valuation of Major Taxpayers;
(5) Table 13 – Direct General Obligation Bonded Debt Outstanding and to be Outstanding;
(6) Table 14 – Constitutional Debt Limit /Unused Borrowing Capacity after Bond Issuance;
(7) Table 15 – Statutory Debt Limit/Unused Borrowing Capacity after Bond Issuance; and
(8) Table 16 – Direct and Overlapping General Obligation Bonded Debt.

(C) In the event of an amendment pursuant to Section 8 of this Disclosure Certificate not previously described in an Annual Report, an explanation, in narrative form, of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided and, if the amendment is made to the accounting principles to be followed, a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, including a qualitative discussion of the differences, and the impact on the presentation and, to the extent feasible, a quantitative comparison.

(ii) Accounting Principles Pursuant to Which Audited Financial Statements Shall Be Prepared: The Audited Financial Statements shall be prepared in accordance with generally accepted accounting principles and state law requirements as are in effect from time to time. A more complete description of the accounting principles currently followed in the preparation of the District's Audited Financial Statements is contained in Note 1 of the Audited Financial Statements included within the Official Statement.

Notice of amendment to the accounting principles shall be sent within thirty (30) days to EMMA.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the District or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from EMMA. The District shall clearly identify each such other document so incorporated by reference.

Section 5. **Reporting of Listed Events**.

(a) This Section shall govern the giving of notices by the District, either directly or by directing the Dissemination Agent to do so, of the occurrence of any of the following events with respect to the Bonds. The District shall in a timely manner, not in excess of ten (10) business days after the occurrence of the event, provide notice of the following events with EMMA:

(i) Principal and interest payment delinquencies;
(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
(v) Substitution of credit or liquidity providers, or their failure to perform;
(vi) Adverse tax opinions, the issuance by the Internal Revenue Service (the "*IRS*") of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
(vii) Modifications to rights of Bondholders, if material;
(viii) Bond calls, if material, and tender offers;
(ix) Defeasances;
(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
(xi) Rating changes;
(xii) Bankruptcy, insolvency, receivership or similar event of the District;
(xiii) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
(xv) The incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect Bondholders, if material; and
(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

(b) "*Materiality*" will be determined in accordance with the applicable federal securities laws.

Note to Section 5(a)(xii): For the purposes of the event identified in subsection (a)(xii) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

Section 6. **Termination of Reporting Obligation**. The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. Such termination shall not terminate the obligation of the District to give notice of such defeasance or prior redemption.

Section 7. **Dissemination Agent**. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 8. **Amendment**. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate if:

(a) The amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature or status of the District, or the type of business conducted;

(b) This Disclosure Certificate, as amended, would, in the opinion of Bond Counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Bondholders, as determined by Bond Counsel.

Section 9. **Filing with EMMA**. The District shall, or shall cause the Dissemination Agent to, electronically file all items required to be filed with EMMA.

Section 10. **Additional Information**. The District may, at the District's election, include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate. If the District chooses to include such information, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. **Default**. In the event of a failure of the District to comply with any provision of this Disclosure Certificate, any Bondholder may seek specific performance by court order to cause the District to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance and such failure shall not constitute a default under the Bonds or the resolution authorizing the Bonds.

Section 12. **Compliance by District**. The District hereby covenants to comply with the terms of this Disclosure Certificate. The District expressly acknowledges and agrees that compliance with the undertaking contained in this Disclosure Certificate is its sole responsibility and the responsibility of the Dissemination Agent, if any, and that such compliance, or monitoring thereof, is not the responsibility of, and no duty is present with respect thereto for, the Participating Underwriter or Bond Counsel.

Section 13. **Subject to Appropriation**. Pursuant to Arizona law, the District's undertaking to provide information under this Disclosure Certificate is subject to appropriation to cover the costs of preparing and sending the Annual Report and notices of Listed Events to EMMA. Should funds that would enable the District to provide the information required to be disclosed hereunder not be appropriated, then notice of such fact shall, in a timely manner, be sent to EMMA in substantially the form attached as *Exhibit C*.

Section 14. **Beneficiaries**. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and the Bondholders, and shall create no rights in any other person or entity.

Section 15. **Governing Law and Interpretation of Terms**. This Disclosure Certificate shall be governed by the law of the State of Arizona and any action to enforce this Disclosure Certificate must be brought in an Arizona state court. The terms and provisions of this Disclosure Certificate shall be interpreted in a manner consistent with the interpretation of such terms and provisions under the Rule and the federal securities law.

[Signature on following page]

Dated: [_____, 2021].

AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA

By _____
Its Chief Financial Officer

[Signature page to Continuing Disclosure Certificate]

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Amphitheater Unified School District No. 10 of Pima County, Arizona
Name of Bond Issue: $[_____] School Improvement Bonds, Project of 2016, Series C (2021)
Dated Date of Bonds: [_____, 2021] Base CUSIP: 721832

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Certificate dated [_____, 2021]. The District anticipates that the Annual Report for fiscal year ended June 30, _____ will be filed by _____.

Dated: _____

Amphitheater Unified School District No. 10 of Pima County, Arizona
By_____
Its _____

EXHIBIT B

NOTICE OF FAILURE TO FILE AUDITED FINANCIAL STATEMENTS

Name of Issuer: Amphitheater Unified School District No. 10 of Pima County, Arizona
Name of Bond Issue: $[_____] School Improvement Bonds, Project of 2016, Series C (2021)
Dated Date of Bonds: [_____, 2021] Base CUSIP: 721832

NOTICE IS HEREBY GIVEN that the District failed to provide its Audited Financial Statements with its Annual Report or, if not then available, within 30 days of receipt as required by Section 4(a) of the Continuing Disclosure Certificate dated [_____, 2021], with respect to the above-named Bonds. The District anticipates that the Audited Financial Statements for the fiscal year ended June 30, ____ will be filed by _____.

Dated: _____

Amphitheater Unified School District No. 10 of Pima County, Arizona
By_____
Its _____

EXHIBIT C

NOTICE OF FAILURE TO APPROPRIATE FUNDS

Name of Issuer: Amphitheater Unified School District No. 10 of Pima County, Arizona
Name of Bond Issue: $[_____] School Improvement Bonds, Project of 2016, Series C (2021)
Dated Date of Bonds: [_____, 2021] Base CUSIP: 721832

NOTICE IS HEREBY GIVEN that the District failed to appropriate funds necessary to perform the undertaking required by the Continuing Disclosure Certificate dated [_____, 2021].

Dated: _____

Amphitheater Unified School District No. 10 of Pima County, Arizona
By_____
Its _____

PLACEMENT AGENT AGREEMENT

February __, 2021

Amphitheater Unified School District No. 10 of Pima County, Arizona
701 West Wetmore
Tucson, AZ 85705

Re: Amphitheater Unified School District No. 10 of Pima County, Arizona
School Improvement Bonds, Project of 2016, Series C (2021)

Amphitheater Unified School District No. 10 of Pima County, Arizona (the "Issuer") proposes to issue, offer, and sell in a private placement the above-referenced bonds of the Issuer (the "Bonds") to be issued in authorized denominations of $100,000 or more, with, as currently contemplated, a principal amount of $14,500,000 for the purpose of making school improvements within the District as described within the District's voter pamphlet for the November 8, 2016, special bond election and pursuant to a Resolution adopted on February 9, 2021 (the "Resolution").

This Placement Agent Agreement (the "Agreement") confirms the agreement between the Issuer and Stifel, Nicolaus & Company, Incorporated (the "Placement Agent") as follows:

1. **Engagement**. The Issuer hereby engages the Placement Agent as its exclusive agent to assist the Issuer in placing the Bonds on a best efforts basis with one or more purchasers [each a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933 (the "Securities Act") or an "accredited investor," as defined in Rule 501(a)(1), (2), (3), or (7) under the Securities Act, as represented by each purchaser in an executed Investor Letter in the form attached as Exhibit C] (the "Purchaser," or the "Purchasers") on a private placement basis (the "Placement"). Sale and delivery of the Bonds by the Issuer and purchase by the Purchasers will occur on the day of closing ("Closing Date"). The Issuer acknowledges and agrees that the Placement Agent's engagement hereunder is not an agreement by the Placement Agent or any of its affiliates to underwrite or purchase the Bonds or otherwise provide any financing to the Issuer. The Placement Agent hereby accepts this engagement upon the terms and conditions set forth in this Agreement.

2. **Fees and Expenses**.

(a) For its services under this Agreement, the Issuer agrees to pay the Placement Agent:

(1) a placement fee of 1.0% of the proceeds of the Bonds, plus expenses (if any), payable through Placement Agent invoice on or shortly after the Closing Date; and

(2) as reimbursement, though none is expected, the reasonable expenses incurred by the Placement Agent in `preparing to market and marketing the Bonds, including, but not limited to, travel, fees, and disbursements of any counsel to the Placement Agent, whether or not a closing occurs, upon the receipt of an invoice, but any such reimbursement is not expected to exceed $10,000 and payable only with Issuer approval; provided that the Placement Agent shall be under no obligation to pay any expenses incident to this Agreement.

(b) In the event the Issuer terminates this Agreement and within twelve (12) months thereafter sells the Bonds to an investor identified by the Placement Agent to the Issuer prior to such termination, the amounts payable under subparagraph (a)(2) above shall be immediately due and payable by the Issuer.

3. **Disclosure and Due Diligence**.

(a) The Issuer will prepare and provide the Placement Agent with a term sheet and/or other documents, including Issuer financial statements and typical information provided within Issuer bond official statements (the "Information Package") together with the Resolution and other legal documents to be used in connection with the Placement (together with all supplements, modifications, and additions thereto prior to the Closing Date, the "Placement Materials"). Though the Placement Agent may assist in assembling and word processing the Information Package, the Issuer acknowledges and agrees that it is solely responsible for the completeness, truth, and accuracy of the Placement Materials and that the Placement Agent and each Purchaser may rely upon, as complete, true, and accurate, the Placement Materials and all information provided by the Issuer to the Placement Agent for use in connection with the Placement and that the Placement Agent does not assume any responsibility therefor.

(b) The Issuer will make available to each Purchaser and the Placement Agent such documents and other information which the Purchaser or the Placement Agent reasonably deems appropriate, will provide access to its officers, directors, employees, accountants, counsel and other representatives, and will provide each Purchaser and the Placement Agent the opportunity to ask questions and receive answers from knowledgeable individuals, including Gust Rosenfeld P.L.C.

("Bond Counsel") (whose opinions and letters of negative assurance each shall receive and upon which they may rely) concerning the Issuer, the Bonds, and the security therefor; it being understood that the Purchasers and the Placement Agent will rely solely upon such information supplied by the Issuer and its representatives without assuming any responsibility for independent investigation or verification thereof.

(c) In the event that the Placement Agent is unable to complete "due diligence" in order to form a reasonable basis for recommending the Bonds to Purchasers either (1) because of the Issuer's failure to comply with subparagraph (a) or (b) of this Paragraph or (2) because the Placement Agent uncovers "red flags" about the Issuer that cause the Placement Agent to be not satisfied that the Placement Agent can in good faith recommend the Bonds to Purchasers, the Placement Agent may terminate this Agreement without further obligation on the part of the Placement Agent to proceed with the Placement and without any obligation on the part of the Placement Agent to reimburse to the Issuer any monies advanced by the Issuer to the Placement Agent. In such event the amounts due to the Placement Agent under Paragraph 2(a)(2) above shall be immediately due and payable.

4. **Representations, Warranties, and Agreements of the Issuer**. As of the date of this Agreement, unless otherwise stated, the Issuer represents, warrants, and agrees with the Placement Agent that:

(a) The Issuer is duly organized and validly existing under the laws of the State of Arizona (the "State") with the power to adopt the Resolution, perform the agreements on its part contained therein and in the agreements approved thereby and cause the issuance of the Bonds.

(b) The Issuer will not cause or permit any action to be taken in the placement of the Bonds in violation of the requirements for exemption from registration or qualification of the Bonds under all federal and applicable State securities laws and regulations.

(c) The Issuer has complied, and in all respects on the Closing Date will be in compliance, with all of the provisions of applicable law of the State.

(d) The Issuer: (1) has duly authorized and approved the execution and delivery of this Agreement; (2) will adopt and on the Closing Date will have duly adopted the Resolution; (3) will duly authorize and approve the Placement Materials and the delivery thereof to prospective Purchasers; and (4) will duly authorize and approve the execution and delivery of [insert titles of all financing or

operative documents, including the Bonds, to which the Issuer is a party relating to the issuance and security for the Bonds, as such documents are amended and supplemented to the Closing Date, including but not limited to any trust indenture, loan agreement, or security instrument] (the "Financing Documents"), and the performance of its obligations and the consummation by it of all other transactions contemplated thereby.

(e) On the Closing Date, the Financing Documents will have been duly authorized, executed, and delivered by the Issuer, and, assuming due authorization, execution and delivery by the other parties thereto, as applicable, constitute legal, valid and binding agreements of the Issuer enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if sought and by the limitations on legal remedies imposed on actions against the Issuer in the State.

(f) The Issuer is not, and on the Closing Date will not be, in breach of or default under any applicable law or administrative regulation of the State or any department, division, agency or instrumentality thereof, or of the United States, or any applicable judgment or decree or any loan agreement, note, resolution, certificate, agreement or other instrument to which the Issuer is a party or is otherwise subject, which breach or default would materially and adversely affect the Issuer or its ability to perform its duties and obligations under the Financing Documents, and the execution and delivery of the Financing Documents, the adoption of the Resolution and the issuance of the Bonds and compliance with the provisions of each will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or under any certificate, agreement or other instrument to which the Issuer is a party or is otherwise subject, which breach or default would materially and adversely affect the Issuer or its ability to perform its duties and obligations under the Financing Documents and the Bonds.

(g) No action, suit, proceeding or investigation at law or in equity before or by any court, governmental agency, public board or body is, and on the Closing Date will not be, pending or, to the knowledge of the

Issuer, threatened: (i) in any way affecting the existence of the Issuer or the titles of the members of the Governing Board of the Issuer to their respective offices, (ii) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds or the levy, assessment or collection of taxes or collection or payment by the Issuer of any amounts pledged or to be pledged as security to pay the principal of and interest on Bonds, (iii) in any way contesting or affecting the validity or enforceability of, or the power or authority of the Issuer to issue, adopt or to enter into (as applicable), the Bonds, the Resolution or the Financing Documents, (iv) contesting in any way the completeness, truth, or accuracy of the Placement Materials, (v) except as disclosed in the Placement Materials, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the Issuer or would result in any material adverse change in the ability of the Issuer to pledge or apply the security or source of payment of, or to pay debt service on the Bonds, or (vi) contesting the status of the interest on the Bonds as excludable from gross income for federal income tax purposes or as exempt from any applicable State tax, in each case as described in the Placement Materials.

(h) Regarding information provided by the Issuer to the Placement Agent:

(1) The Issuer will furnish the Placement Agent and the Purchaser with the Information Package. The Issuer represents and warrants that all information made available to the Placement Agent by the Issuer or contained in the Information Package, when provided will be, and will be at all times thereafter during the period of the engagement of the Placement Agent hereunder, complete, true, and accurate in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made;

(2) except as otherwise indicated to the contrary in the Issuer's financial statements, all historical financial statements of the Issuer provided to the Placement Agent and each Purchaser will be prepared in accordance with generally accepted accounting principles and practices then in effect in the United States and will fairly present the financial condition and operations of the entities covered thereby in all material respects; and

(3) any forecasted financial or market information with respect to the Issuer or its market provided to the Placement Agent and each Purchaser by the Issuer has been or will be prepared in good faith with a reasonable basis for the assumptions and the conclusions reached therein.

(i) On the Closing Date, the Issuer will deliver or cause to be delivered to the Placement Agent:

(1) The opinion of Bond Counsel to the Issuer, dated the Closing Date relating to:

(i) the validity of the Bonds;

(ii) exemption from registration and qualification under federal and State securities law; and the tax-exempt status of the Bonds, together with a reliance letter from such counsel, dated the Closing Date and addressed to the Placement Agent in the form attached to this Agreement as Exhibit A, or such other form as is acceptable to the Placement Agent;

(2) A certificate of the Issuer, dated the Closing Date, in the form attached to this Agreement as Exhibit B, stating:

(i) the representations and warranties of the Issuer contained in this Agreement are true and correct as if made on the Closing Date; and

(ii) the Issuer has complied with and fully satisfied all of its agreements with and obligations to the Placement Agent under this Agreement;

(3) An Investor Letter, in the form attached to this Agreement as Exhibit C, executed by each Purchaser and addressed to the Issuer and the Placement Agent; and

(4) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Placement Agent or its counsel, if any, and Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the Closing Date, of the representations of the Issuer, and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

5. **Termination**. This Agreement may be terminated by either party upon ten (10) business days' prior written notice; provided that the

provisions of Paragraph 2 and obligations thereunder shall not be affected by such termination.

6. **Regulatory Disclosure.** The Issuer acknowledges, in connection with the purchase and sale of the Bonds, the offering of the Bonds for sale and the discussions and negotiations relating to the terms of the Bonds pursuant to and as set forth in this Agreement, that:

   (a) the Placement Agent has acted at arm's length, is acting solely for its own account and is not an agent of or advisor to (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), and owes no fiduciary duty to the Issuer or any other person,

   (b) the Placement Agent's duties and obligations to the Issuer shall be limited to those contractual duties and obligations set forth in this Agreement,

   (c) the Placement Agent may have interests that differ from those of the Issuer, and

   (d) the Issuer has consulted its legal and financial advisors to the extent it deemed appropriate in connection with the offering and sale of the Bonds. The Issuer further acknowledges and agrees that it is responsible for making its judgment with respect to the offering and sale of the Bonds and the process leading thereto. The Issuer agrees that it will not claim that the Placement Agent acted as a Municipal Advisor to the Issuer or rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Issuer, in connection with the offering or sale of the Bonds or the process leading thereto.

7. **Survival of Certain Representations and Obligations**. The respective agreements, covenants, representations, warranties and other statements of the Issuer and its officers set forth in or made pursuant to this Agreement shall survive delivery of and payment for the Bonds and shall remain in full force and effect, regardless of any investigation, or statements as to the results thereof, made by or on behalf of the Placement Agent.

8. **Notices**. Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing to the Issuer at its address set forth above. Any notice or other communication to be given to the Placement Agent under this Agreement may be given by delivering the same in writing to the Placement Agent

at 2801 E. Camelback Road, Suite 300, Phoenix, AZ 85016; Attention: Bryan Lundberg, Managing Director.

9. **Indemnification and Contribution**.

(a) To the extent permitted by law, the Issuer agrees to indemnify and hold harmless the Placement Agent, and each person, if any, who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) the Placement Agent, and its directors, officers, agents, and employees, against any and all losses, claims, damages, liabilities, and expenses to which the Placement Agent may become subject, insofar as such losses, claims, damages, liabilities, or expenses (or actions in respect thereof), arise out of or are based upon (i) a claim in connection with the offering of the Bonds to the effect that the Bonds or any related security are required to be registered under the Securities Act or any indenture is required to be qualified under the Trust Indenture Act of 1939, or (ii) any statement or information in the Placement Materials that is or is alleged to be untrue or incorrect in any material respect, or any omission or alleged omission of any statement or information in the Placement Materials which is necessary in order to make the statements therein not misleading. The foregoing indemnity agreement shall be in addition to any liability that the Issuer otherwise may have.

(b) In case any claim shall be made or action brought against an indemnified party for which indemnity may be sought against the Issuer as provided above, the indemnified party shall promptly notify the Issuer in writing setting forth the particulars of such claim or action; but the omission to so notify the Issuer (i) shall not relieve it from liability under sub-paragraph (a) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the Issuer of substantial rights and defenses and (ii) shall not relieve it from any liability which it may have to any indemnified party otherwise than under subparagraph above. The Issuer shall assume the defense thereof, including the retention of counsel acceptable to such indemnified party and the payment of all expenses and shall have the right to negotiate and consent to settlement. An indemnified party shall have the right to retain separate counsel in any such action and to participate in the defense thereof but the fees and expenses of such counsel shall be at the expense of such indemnified party unless the employment of such counsel has been specifically authorized by the Issuer or the Issuer shall not have employed counsel reasonably acceptable to the indemnified party to have charge of the defense of such action or proceeding or the indemnified party

shall have reasonably concluded that there may be defenses available to it which are different from or additional to those available to the Issuer (in which case the Issuer shall not have the right to direct the defense of such action or proceeding on behalf of the indemnified party), in any of which events, such legal or other expenses shall be borne by the Issuer. No party shall be liable for any settlement of any action effected without its consent, but if settled with the consent of the Issuer or if there is a final judgment for the plaintiff in any action with or without written consent of the Issuer, the Issuer agrees to indemnify and hold harmless the indemnified parties to the extent of the indemnities set forth above from and against any loss or liability by reason of such settlement or judgment. Any such settlement must include an unconditional release of each indemnified party from all liability arising out of such action.

(c) If the indemnification provided for above is unenforceable, or is unavailable to the Issuer in respect of any losses, claims, damages, or liabilities (or actions in respect thereof) of the type subject to indemnification herein, then, to the extent permitted by law, the Issuer shall, in lieu of indemnifying such person, contribute to the amount paid or payable by such person as a result of such losses, claims, damages, or liabilities (or actions in respect thereof). The Issuer's contribution shall be in such proportion as is appropriate to reflect the relative benefits received by the Issuer, on the one hand, and the Placement Agent, on the other, from the sale of the Bonds. The relative benefits received by the Issuer on the one hand and the Placement Agent on the other shall be deemed to be in the same proportion as the total net proceeds of sale of the Bonds paid to the Issuer upon the purchase of the Bonds bear to the fee paid to the Placement Agent pursuant to Paragraph 2 of this Agreement.

10. **No Assignment**. This Agreement has been made by the Issuer and the Placement Agent, and no person, other than the foregoing and any indemnitee pursuant to Paragraph 9 above, shall acquire or have any right under or by virtue of this Agreement.

11. **Applicable Law**. This Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of Arizona.

12. **Effectiveness**. This Agreement shall become effective upon its execution by duly authorized officials of all parties hereto and shall be valid and enforceable from and after the time of such execution.

13. **Severability**. In the event any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent

jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14. **No Boycott of Israel**. By entering into this Agreement, the Placement Agent certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Placement Agent understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

15. **Counterparts.** This Agreement may be executed in several counterparts (including counterparts exchanged by email in PDF format), each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures on the following page]

Respectfully submitted,

STIFEL, NICOLAUS & COMPANY, INCORPORATED

_____

Managing Director

ACCEPTED this __th day of February, 2021.

AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA

_____

Chief Financial Officer

[Signature page to Placement Agent Agreement]

EXHIBIT A

FORM OF RELIANCE LETTER ON COUNSEL'S OPINION TO THE PLACEMENT AGENT

[Date of Closing]

Stifel, Nicolaus & Company, Incorporated

Re: Amphitheater Unified School District No. 10 of Pima County, Arizona
School Improvement Bonds, Project of 2016, Series C (2021)

Ladies and Gentlemen:

We have acted as bond counsel to Amphitheater Unified School District No. 10 of Pima County, Arizona (the "Issuer") of the above referenced bonds (the "Bonds").

Reference is hereby made to our opinion letter as bond counsel addressed to the Issuer dated of even date herewith and delivered with respect to the above-referenced series of Bonds. Please be advised that you are entitled to rely on said letter as if the same had been addressed to you.

This letter is furnished by us to you in our capacity as bond counsel to the Issuer pursuant to Paragraph 4(i)(1) of the Placement Agent Agreement with respect to the Bonds, dated as of [date of Agreement], between the Issuer and you. No attorney-client relationship has existed or exists between our firm and you or any other party in connection with the Bonds or by virtue of this letter. Our opinion may be relied upon only by the addressee hereof and may not be used or relied upon by any other person for any purpose whatsoever without, in each instance, our prior written consent.

Very truly yours,

EXHIBIT B

FORM OF ISSUER CLOSING CERTIFICATE

Pursuant to the Placement Agent Agreement, dated ____ __, 2021 between Amphitheater Unified School District No. 10 of Pima County, Arizona and Stifel, Nicolaus & Company, Incorporated (the "Agreement"), as Chief Financial Officer of the Issuer duly authorized to execute this certificate on behalf of the Issuer, I hereby certify:

1. the representations and warranties of the Issuer contained in the Agreement are true and correct as if made on the date hereof;
2. the Issuer has complied with and fully satisfied all of its agreements with and obligations to the Placement Agent under this Agreement; and
3. as of its date and the date hereof, the information contained in the Placement Materials is complete, true, and accurate and such information does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

All capitalized terms not defined herein have the meanings assigned to them in the Agreement.

_____

Chief Financial Officer

Date: _____

EXHIBIT C

FORM OF INVESTOR LETTER

Amphitheater Unified School District No. 10 of Pima County, Arizona

Stifel, Nicolaus & Company, Inc.

Re: Amphitheater Unified School District No. 10 of Pima County, Arizona
School Improvement Bonds, Project of 2016, Series C (2021)

Ladies and Gentlemen:

The undersigned (the "Investor") hereby acknowledges that it is purchasing $[_____] aggregate principal amount of School Improvement Bonds, Project of 2016, Series C (2021) (the "Bonds") issued in authorized denominations $100,000 or more pursuant to a Resolution (the "Resolution") of the Governing Board of the Issuer, adopted January 26, 2021. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Resolution and the Placement Materials, each as defined herein.

This letter is being provided pursuant to a Placement Agent Agreement, dated [_____, 2020] (the "Placement Agreement"), between Amphitheater Unified School District No. 10 of Pima County, Arizona (the "Issuer") and Stifel, Nicolaus & Company, Inc. (the "Placement Agent").

The Investor acknowledges that the proceeds of the Bonds will be used for the purpose of making school improvements within the District as described within the District's voter pamphlet for the November 8, 2016, special bond election.

The Bonds together with interest thereon shall be payable from ad valorem taxes of the District.

In connection with the sale of the Bonds to the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor has the authority and is duly authorized to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Investor in connection with its purchase of the Bonds.

2. [The Investor is (a) a "qualified institutional buyer" as that term is defined in Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"), or (b) an "accredited investor" as the term is defined in Rule 501(a)(1),(2),(3), or (7) under the Securities Act.]

3. The Investor is not purchasing the Bonds for more than one account or with a view to distributing the Bonds.

4. The Investor understands that the Bonds are not, and are not intended to be, registered under the Securities Act and that such registration is not legally required as of the date hereof, and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will [not] carry a rating from any rating agency, and (d) will be delivered in a form that may not be readily marketable.

5. The Investor acknowledges that it has either been supplied with or been given access to information, including [insert language tracking the text of Paragraph 3(a) describing the Placement Materials], which it has requested from the Issuer and to which a reasonable investor would attach significance in making investment decisions, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals, including its own counsel, concerning the Issuer and the Bonds and the security therefor so that, as a reasonable investor, the Investor has been able to make a decision to purchase the Bonds. The Investor has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its prospective investment in the Bonds.

6. The Investor acknowledges that the obligations of the Issuer under the Resolution [describe nature of Issuer's obligations]. [Describe limitations on the sources of funds available for the payment of debt service.]

7. The Investor has made its own inquiry and analysis with respect to the Bonds and the security therefor, and other material factors affecting the security and payment of the Bonds. The Investor is aware that there are certain economic and regulatory variables and risks that could adversely affect the security for the Bonds. The Investor has reviewed the documents executed in conjunction with the issuance of Bonds, or summaries thereof, including, without limitation, the Resolution.

8. The Investor acknowledges and agrees that the Placement Agent and the Issuer take no responsibility for, and make no representation to the Investor, or any subsequent purchaser, with regard to, a sale, transfer or other disposition of the Bonds in violation of the provisions of the Resolution, or any securities law or income tax law consequences thereof. The Investor also acknowledges that, with respect to the Issuer's obligations and liabilities, the Investor is solely responsible for compliance with the sales restrictions on the Bonds in connection with any subsequent transfer of the Bonds made by the Investor.

9. The Investor agrees that it is bound by and will abide by the provisions of the Resolution relating to transfer, the restrictions noted on the face of the Bonds and this Investor Letter. The Investor also covenants to comply with all applicable federal and state securities laws, rules and regulations in connection with any resale or transfer of the Bonds by the Investor.

ACTIVE 54598254v1

10. The Investor acknowledges that the sale of the Bonds to the Investor is made in reliance upon the certifications, representations, and warranties herein by the addressees hereto.

11. The interpretation of the provisions hereof shall be governed and construed in accordance with Arizona law without regard to principles of conflicts of laws.

12. All representations of the Investor contained in this letter shall survive the execution and delivery of the Bonds to the Investor as representations of fact existing as of the date of execution and delivery of this Investor Letter.

Date: [_____, 2021]

Very truly yours,

Investor:_____

By:_____

Name:_____

Title:_____

DRAFT

2/1/21

AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA
SCHOOL IMPROVEMENT BONDS, PROJECT OF 2016, SERIES C (2021)

Proposed General Terms and Conditions

Terms/Definitions	Description
Issuer:	Amphitheater Unified School District No. 10of Pima County, Arizona (the "District").
Purchase Price:	The Bonds will be purchased at a price equal to $14,500,000 principal amount plus a premium of at least $155,000 plus expenses of the purchaser, including purchaser's counsel, if any.
Purpose:	Bonds will be issued for the purpose of making school improvements as described within the District's voter pamphlet herein.
Source of Repayment:	Principal of and interest on the Bonds will be payable from a continuing, direct, annual, *ad valorem* tax levied against all of the taxable property located within the boundaries of the District.
Bank Qualified:	No.
Principal and Interest Payments:	Interest will be fixed rate payable first on July 1, 2021, and each January 1 and July 1 thereafter until maturity or prepayment. Principal will mature on July 1 in 2021 through 2037 as illustrated herein, subject to adjustment based upon final interest rate.
Prepayment:	5-year prepayment without penalty is preferred. Alternative provisions to be considered.
Paying Agent:	The District will procure a paying agent.
No Official Statement or Credit Rating:	The District does not intend to apply for an independent credit rating or produce an official statement. The District's outstanding bonds are currently rated 'Aa2' by Moody's.
Placement Agent:	Stifel, Nicolaus & Company; Inc.: Bryan Lundberg, Managing Director / 602-794-4007 / blundberg@stifel.com.
Bond Counsel:	Gust Rosenfeld P.L.C.: James Giel, Esq. / 602 257-7495 / jgiel@gustlaw.com
Costs:	All costs associated with the Bonds will be payable from the proceeds, including the fees and expenses of the Placement Agent, Placement Agent Counsel, Bond Counsel and Paying Agent. Proposals will disclose all potential additional fees and expenses. Payment of all fees and expenses will be contingent upon closing.
Estimated Closing:	On or around March 17, 2021.
Legal Documents / CUSIPs:	To be provided by the District's Bond Counsel. The finalized documents will reflect the terms of the financing as of closing. The Placement Agent will apply for CUSIPs unless the winning bidder is a bank or bank affiliate that provides written representations acceptable to the Placement Agent and Bond Counsel. Purchaser Letter herein will be executed by Purchaser in substantially the form contained herein.
Proposals Due:	Proposals will be submitted to the Placement Agent by February 26, 2021 by 1:00 P.M. (MST). Electronic proposals are preferred. Proposals will disclose anticipated due diligence and credit

	approval procedures and timelines as well as expiration of any proposed terms, rates, costs and conditions.
Proposal Award:	District officials may select a Purchaser on a preliminary basis, if any, to negotiate terms, conditions, covenants and financing documentation. The District reserves the right to reject any or all proposals, and submit future requests for proposals depending on results, among other factors.

The Offeror acknowledges receipt and acceptance of the transaction documents pertaining to the financing.

Signed: _____

Title: _____

Date: _____

EXHIBITS TO TERM SHEET:

- Audited financial statements for prior fiscal years through FY20. DISTRICT CAFRS AND CURRENT BUDGET.
- See hereinafter for supplemental District Information, schedule of estimated bond payments and disclosure regarding COVID-19.
- Voter Pamphlet for the November 8, 2016, Special Bond Election (following)
- Governing Board Resolution (following)
- Form of Purchaser Letter (following)

Fiscal Year 2020/21 Information

100-day Average Daily Membership:	FY21 estimate – 10,950 FY20 – 12,555 FY19 – 12,859
Employees	Principals & Administrators – 49 Certified Teachers – 921 Classified Personnel - 870
Student to Teacher Ratios	Elementary – 23.5:1 Middle – 30:1 High School – 32:1
Net Limited Assessed Value	$1,658,280,681
Combined Tax Rate per $100 of Assessed Value	$5.4522
Combined Tax Levy	$__,___,___
Tax Levy Collections through ____ __, 2021	$__,___,___ (__%)
Net Full Cash Assessed Value	$1,829,135,239
Net Full Cash Value	$15,776,378,921

Notes: Property values and tax information provided by the County Assessor and Treasurer.

Information Related to Potential Community Reinvestment Act Credit

The Community Reinvestment Act (the "CRA") is federal legislation that is intended to encourage depository institutions to help meet the credit needs of low and moderate income neighborhoods. Performance for purposes of the CRA is evaluated in a number of ways including credits for investment in areas that provide free or reduced price school meals through the National School Lunch Program to eligible students who participate in certain federal assistance programs (including the Supplemental Nutrition Assistance Program).

The table below shows schools of the District where at least 50% of the students are eligible for the National School Lunch Program.

Facility	Eligibility %
Amphitheater High School	85%
Amphitheater Middle School	98
E C Nash School	98
Frances Owen Holaway Elementary School	98
Helen Keeling Elementary School	98
L M Prince School	98
La Cima Middle School	79
Lulu Walker School	58
Marion Donaldson Elementary School	53
Rio Vista Elementary School	93

No representation is made as to the status of any investment in the Bonds as it might affect performance by any depository institution under the CRA.

❖ *Based on claim data for the month of October as reported by School Food Authorities. School year 2019/20 Eligibility Date published as of June 5, 2020.*

Source: Arizona Department of Education.

SCHEDULE OF ANNUAL OUTSTANDING BOND PAYMENTS AND ESTIMATED PAYMENTS ON THE SERIES C (2021) BONDS

Fiscal Year	Outstanding Bonds		Series C (2021) Bonds*		Estimated
Ending (7/1)	Principal	Interest	Principal	Interest	Combined
2021	$7,545,000	$3,558,013	$1,800,000	$92,365	$12,995,378
2022	7,875,000	3,221,950	1,650,000	248,920	12,995,870
2023	8,240,000	2,853,000	450,000	216,580	11,759,580
2024	8,655,000	2,441,000	0	207,760	11,303,760
2025	9,090,000	2,008,250	0	207,760	11,306,010
2026	9,545,000	1,553,750	0	207,760	11,306,510
2027	10,020,000	1,076,500	0	207,760	11,304,260
2028	0	584,875	0	207,760	792,635
2029	1,080,000	584,875	1,200,000	207,760	3,072,635
2030	1,320,000	534,325	1,200,000	184,240	3,238,565
2031	1,475,000	472,275	1,100,000	160,720	3,207,995
2032	1,470,000	398,525	1,200,000	139,160	3,207,685
2033	1,630,000	339,725	1,100,000	115,640	3,185,365
2034	1,820,000	277,600	1,000,000	94,080	3,191,680
2035	1,920,000	207,388	1,000,000	74,480	3,201,868
2036	2,040,000	132,500	1,000,000	54,880	3,227,380
2037	1,325,000	53,000	1,800,000	35,280	3,213,280
	$75,050,000	$20,297,550	$14,500,000	$2,662,905	$112,510,455

* Estimated average life of 9.37 years and interest at 1.96%

DISCLOSURE REGARDING THE POTENTIAL IMPACT OF COVID-19

The recent outbreak and spread of COVID-19, which has been designated a global pandemic by the World Health Organization, is negatively impacting local, state and global economies, as governments, businesses, and citizens react to, plan for, and try to prevent or slow further transmission of the virus. Financial markets, including the stock markets in the United States and globally, have seen significant volatility and declines attributed to COVID-19 concerns. On March 11, 2020, as part of the State's response to address the outbreak, Arizona Governor, Doug Ducey (the "Governor"), declared a state of emergency. On March 13, 2020, President Donald Trump declared a national emergency, freeing up funding for federal assistance to state and local governments. An initial State of Arizona stay home Executive Order expired after six weeks on May 15, 2020. The Governor has since issued several executive orders in response to then-current virus conditions. These orders cover topics including physical distancing, virus testing and reporting, contact tracing, face coverings, closing and reopening of business operation, large gatherings and the start of the 2020/21 school year.

On June 29, 2020, the Governor issued Executive Order 2020-43 (Slowing the Spread of COVID-19) originally pausing until July 27, 2020 the operations of bars, gyms, movie theatres, water parks, and tubing rentals (to be reviewed every two weeks); and delaying the start of in-person K-12 education until August 17, 2020. After further increases in COVID-19 cases and hospitalizations in the State, the Governor announced and issued on July 9, 2020 Executive Order 2020-47 (Limiting Indoor Dining), limiting indoor dining at restaurants to less than 50% occupancy. The order pausing operations of the previously specified activities was most recently extended on July 23, 2020. On August 6, for schools, and on August 10, for paused businesses, the Arizona Department of Health Services released benchmarks for achieving phased, safe in-person reopenings. The benchmarks, with minimal, moderate and substantial condition categories, address, by county for a two-week period, weekly average cases per 100,000 population; diagnostic test percent positivity; and COVID-19-like-illness as a percent of hospital visits.

With respect to vaccine distribution when available, the State has begun preparations. Executive Order 2020-58 requires all insurers regulated by the State to waive all cost sharing requirements for consumers.

The State's finances may be materially adversely affected by COVID-19. While the calculation of State appropriations for education purposes is independent of the level of revenue collected by the State, the amount of State funds dedicated to education each year is a substantial part of the State budget. Consequently, material declines in State revenue collections could pressure the State and its ability to meet its statutory education funding requirement for school districts, including the District. The District does not anticipate that the collection of property taxes, which may be a significant revenue source for operating purposes and is the security and source of payment of principal and interest due on the Bonds, will be affected unless severe economic hardship causes a major increase in the normal delinquency rate. Such an increase in the delinquency rate could negatively affect the District's ability to pay debt service on the Bonds.

As directed by the State, District schools were closed for several weeks through the end of the 2019/20 school year. This closure was accompanied by enacted legislation to assure continued funding at the same levels to schools for school year 2019/20. While the State has enacted a state budget for fiscal year 2020/21, which includes on-going, inflation-adjusted school funding, the District cannot predict the effect the continued spread of COVID-19 will have on its finances, operations and budget. The District cannot predict costs associated with a potential infectious disease outbreak such as operational costs to clean, sanitize and maintain its facilities either before or after an outbreak of an infectious disease, costs to hire substitute certificated or classified employees, or costs associated with alternative education delivery methods which may be necessitated by the outbreak and spread of COVID-19.

Finally, the District cannot predict what impact the COVID-19 outbreak, or responses by federal, State or local governments thereto, might have on the District's student population beginning with the 2020/21 school year. Because student population, generally counted based on students in physical classrooms, is chief among the factors that determines the District's maintenance and operations budget and State funding, declines in District students would adversely impact the District's budget authority. To mitigate this issue, and subject to stated accountability requirements, on June 24, 2020, the Governor issued Executive Order 2020-41 (Prioritizing Kids and Schools During COVID-19) (the "School Order") and announced, with the State School Superintendent, the Flexibility

and Funding for Schools and Families Plan (the "Plan"). The School Order adds flexibility to the existing student count mechanism to include students educated through methods other than in physical classrooms during the 2020/21 school year. Additionally, the Plan provides an Enrollment Stability Grant Program (the "Grant Program") intended to guarantee hold harmless formula funding based on 98% of the school year 2019/20 student count and the school year 2020/21 per pupil base level amount. (The amount of CARES Act funding allocated for the Enrollment Stability Grant Program is $370 million. As of December 3, 2020, the estimated statewide calculation of this Grant is $622 million. Unless remedied, this could lead to a reduction of the school district guaranteed Grant amount for FY 2020-21.) Monies from the Grant Program may be used for eligible COVID-19 related expenditures. The Grant Program is available to school districts offering a full in-person education option as one of the school district's delivery methods, subject to accountability measures and in compliance with any statewide physical closure orders.

The District has adopted certain operational and procedural changes to mitigate the spread of COVID-19. In addition, the District has adopted a Mitigation Plan to provide necessary information and manage instruction. The District is currently opening under a remote learning model. Returning to a hybrid or traditional in-person learning model will be based on the weekly benchmark data provided by the Arizona Department of Health Services ("ADHS") and the Pima County Health Department ("PCHD") school reopening dashboard. Benchmark data is used to determine school reopening plans based on the community spread levels. The District is currently in the "substantial" risk level category, and will operate under a remote learning model until the ADHS and PCHD benchmark data improves. The District will continue to use the ADHS and PCHD benchmark data to reevaluate the learning models and make any changes as necessary. The District is following guidance from federal, state, and local health agencies for safety, cleaning, disinfection, and mitigation strategies.