

Final Posting: March 27, 2023 at 4:00 pm

REGULAR PUBLIC MEETING OF THE AMPHITHEATER GOVERNING BOARD

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

Tuesday, March 28, 2023

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.

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

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

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

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

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

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

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

Ms. Deanna M. Day, M. Ed., President

2. **EXECUTIVE SESSION**

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1. Motion to Recess Open Meeting and Hold an Executive Session for Consideration and Determination of Appeal of Long-term Suspension/Expulsion Hearing Officer's Decision Pursuant to A.R.S. § 15-843(A), as well as the Hearing Officer's Recommendation for Expulsion Pursuant to A.R.S. § 15-843(F)(2) Regarding, Student # 30063593

2. Discussion and Consultation with Representatives of the Governing Board In Order to Consider its Position and Instruct Its Representatives in the Meet and Confer Process Pertaining to Policy, Compensation and Benefits for Certificated, Professional Non-Teaching, Support and Administrative Staff Pursuant to A.R.S. § 38-431.03(A)(5)

3. **RECONVENE PUBLIC MEETING-at approximately 6:00 p.m.**

4. **PLEDGE OF ALLEGIANCE**

Amphi Academy Online Students

5. **RECOGNITION OF STUDENT ART**

Amphi Academy Online Students

6. **ANNOUNCEMENT OF DATE AND TIME OF THE NEXT REGULAR GOVERNING BOARD MEETING**

Tuesday, April 11, 2023 at 6:00 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ, 85705, in the Leadership and Professional Development Center, SE Entrance and Parking.

7. **RECOGNITIONS**

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E. Recognition of La Cima Middle School 2023 Flowing Wells Invitational Tournament Middle School Champions	11
F. Recognition of Canyon del Oro High School 2022-2023 Division II Boys' and Girls' Wrestling Individual State Champion and State Runner-Ups	12
G. Presentation of Distinguished Service Awards	13
H. Recognition of the 2023 United Way Literacy Champion Award Winner	14
I. Recognition of National Board Certified Teacher Recipients and Renewals	15
J. Recognition of STEM School of Excellence and Teacher Excellence Award Winners	16
K. Recognition of the National Science Teaching Association, Corteva Excellence in Agricultural Science Education Award Winner	17

8. **INFORMATION²**

A. Superintendent's Report	18
B. Status of Construction Projects	29
C. Auditor General's School District Spending Analysis—Fiscal Year 2022	46
D. Periodic Legislative Review	55

9. **PUBLIC COMMENT¹** (30 Minutes Maximum)

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10. <u>CONSENT AGENDA</u> ³	
A. Approval of Appointment of Administrative Personnel	100
B. Approval of Appointment of Non-Administrative Personnel	111
C. Approval of Personnel Changes	113
D. Approval of Leave(s) of Absence	119
E. Approval of Separation(s) and Termination(s)	121
F. Approval of Stipend for Coaching Volunteers	124
G. Approval of Minutes of Previous Meeting(s)	126
H. Approval of Vouchers Totaling and Not Exceeding Approximately \$2,503,179.10	134
I. Acceptance of Gifts	135
J. Approval of Parent Support Organization(s) - 2022-2023	137
K. Approval of New Rates to Lease Off-Duty Police Officer with Vehicle from Tucson Police Department for Extracurricular Needs	139
L. Approval of Out of State Travel	140
11. <u>STUDY</u> ⁴	
A. Study of Calendar Options for School Year 2024-2025	146
12. <u>STUDY/ACTION</u>	
A. Approval of Joint Partial Recommendation from Meet and Confer Committee Concerning Paid Holidays and Corresponding Necessitated Changes to the Fiscal Year 2023-2024 Calendar	149
B. Adoption of Resolution Authorizing the Issuance & Sale of School Improvement Bonds of the Amphitheater Unified School District No. 10 of Pima County, Arizona and the Adoption of Resolution Authorizing the Issuance & Sale of Refunding Bonds of the Amphitheater Unified School District No. 10 of Pima County, Arizona	154
13. <u>PUBLIC COMMENT</u> ¹ (30 Minutes Maximum)	
14. <u>BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS</u>	
15. <u>ADJOURNMENT</u>	

In addition to display at various locations, copies of each agenda are available 24 hours prior to the meeting at www.amphi.com, and at the Wetmore Center, 701 West Wetmore Road, Tucson, AZ 85705. The public and the press are also welcome to examine in the Records Department all non-confidential supporting materials for the agenda. Requests for copies, at cost, of any of these supporting materials will be honored as timely as possible. If you need special accommodations, please call the Governing Board office: (520) 696-5158.

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

DATE OF MEETING: March 28, 2023

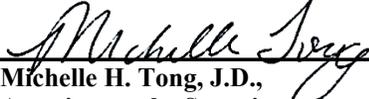
TITLE: Executive Session

- 1. Motion to Recess Open Meeting and Hold an Executive Session for Consideration and Determination of Appeal of Long-term Suspension/Expulsion Hearing Officer's Decision Pursuant to A.R.S. § 15-843(A), as well as the Hearing Officer's Recommendation for Expulsion Pursuant to A.R.S. § 15-843(F)(2) Regarding, Student # 30063593**
- 2. Discussion and Consultation with Representatives of the Governing Board In Order to Consider its Position and Instruct Its Representatives in the Meet and Confer Process Pertaining to Policy, Compensation and Benefits for Certificated, Professional Non-Teaching, Support and Administrative Staff Pursuant to A.R.S. § 38-431.03(A)(5)**

RECOMMENDATION:

The Administration recommends the Board convene an executive session for purpose of discussing the matter identified above as permitted by A.R.S. § 15-843(A), (F)(2) and/or A.R.S. § 38-431.03(A)(5).

INITIATED BY:


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

Date: March 21, 2023


Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: March 28, 2023

TITLE: Recognition of 2023 Southern Arizona Research, Science and Engineering Foundation (SARSEF) Fair Winners

BACKGROUND:

Each year the Southern Arizona Research, Science and Engineering Foundation (SARSEF) celebrates young researchers and scientists from grades K-12 at a science fair competition. Winning science fair projects at the school level are selected to compete at the Southern Arizona Research, Science and Engineering Foundation Fair.

This year projects from more than 110 schools were submitted. Amphitheater Public Schools had 114 projects from nine schools across the District advance to the SARSEF competition. A total of 90 projects received special awards or 1st or 2nd place honors. A full list of winners is enclosed.

RECOMMENDATION:

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

INITIATED BY:


Michelle Valenzuela, Communications Director

Date: March 21, 2023


Todd A. Jaeger, J.D., Superintendent

Winners	Project Title	Award	Sponsored Award (if any)	Link to Project Exhibit Hall
Copper Creek Elementary School				
Tara Wieber's class	Keep the Wildlife Off the Playground!	First Place		https://virtualfair.sarsef.org/2023/keep-the-wildlife-off-the-playground/
Coronado K-8 School				
Addyson Varcoe	Human Behavior and Mental Studies		Special Recognition	https://virtualfair.sarsef.org/2023/human-behavior-and-mental-studies/
Kruz Hertzog	Grey Water		Award for Garden Excellence	https://virtualfair.sarsef.org/2023/grey-water/
Harelson Elementary School				
Amie Frank's class	For the Birds: Kindergarten Science	First Place	Kent H. Giles Creativity in Scientific Thinking	https://virtualfair.sarsef.org/2023/for-the-birds-kindergarten-science/
Ansley Stiening	Fluid Fruit	Second Place		https://virtualfair.sarsef.org/2023/fluid-fruit/
Arsham Ghorbani, Arseen Ghorbani	How Is Lung Volume Affected By Different Ambient Temperatures?		Most Original Project Award	https://virtualfair.sarsef.org/2023/how-is-lung-volume-affected-by-different-ambient-temperatures/
Ashley Dallman's class	That's a Man's Job!	First Place		https://virtualfair.sarsef.org/2023/thats-a-mans-job/
Aubree Barrett	Distracted Driving		Special Recognition	https://virtualfair.sarsef.org/2023/distracted-driving/
Bennett Pierce	Boom Pipe	Second Place		https://virtualfair.sarsef.org/2023/boom-pipe/
Bethany Lewis	If Typically Gross Food Looked More Appealing, Would It Taste Better?	Second Place		https://virtualfair.sarsef.org/2023/if-typically-gross-food-looked-more-appealing-would-it-taste-better/
Elijah Escalante	Rover 3000	Second Place		https://virtualfair.sarsef.org/2023/rover-3000/
Ella Sieminski	Chicken Swing	Second Place	Excellence in Engineering Award	https://virtualfair.sarsef.org/2023/chicken-swing/
Jack Schladweiler	Convertible PJs		Play Academy Prize Winner	https://virtualfair.sarsef.org/2023/convertible-pjs/
Joe Herman	Blood Type vs. Scoville Scale	First Place		https://virtualfair.sarsef.org/2023/blood-type-vs-scoville-scale/
Keicy Pierpont, Rylee Mott	What Kind of Livestock Water Grows More Bacteria, Still Water or Circulating Water?	Water?	Lee and Jack Mayer Memorial Award for Excellence in Science	https://virtualfair.sarsef.org/2023/what-kind-of-livestock-water-grows-more-bacteria-still-water-or-circulating-water/
Kylie Alexander, Yesenia Sandoval	The 12-Year-Old's Conundrum: Kids Toothpaste vs. Adult Toothpaste	Second Place		https://virtualfair.sarsef.org/2023/the-12-year-olds-conundrum-kids-toothpaste-vs-adult-toothpaste/
Lindsay Wong's class	Mission Impossible: Investigating Ancient Egyptian Pyramid Building	First Place		https://virtualfair.sarsef.org/2023/mission-impossible-investigating-ancient-egyptian-pyramid-building/
Lucille Ruhf	Critter Skitter Scatter	Second Place		https://virtualfair.sarsef.org/2023/critter-skitter-scatter/
Miles Hale	Prickle Protection Leg Wraps	Second Place	Honorable Mention for the Special Awards Category of Cactus and Succuler	https://virtualfair.sarsef.org/2023/prickle-protection-leg-wraps/
Robyn Yewell's class	Desert Dark Skies: A Citizen Science Project	First Place	Astronomy Achievement Award - Elementary School	https://virtualfair.sarsef.org/2023/desert-dark-skies-a-citizen-science-project/
Rowan Gladden McGinn	A Bad Rap: Does Screen Time After 6pm Really Mess Up Our Sleep?	Second Place	Autism and Mental Health, Timesmith Award	https://virtualfair.sarsef.org/2023/a-bad-rap-does-screen-time-after-6pm-really-mess-up-our-sleep/
Ryan Garcia	P.R.P. Pain Relief Pants	First Place		https://virtualfair.sarsef.org/2023/p-r-p-pain-relief-pants/
Sophia Montoya	The Gila Tail	Second Place	Student Award of Geoscience Excellence	https://virtualfair.sarsef.org/2023/the-gila-tail/
Innovation Academy				
Aaron Eager	Might as well be Walking in the Shade.Paint that keeps its cool in the Sun!		Award of Excellence	https://virtualfair.sarsef.org/2023/might-as-well-be-walking-in-the-shadepaint-that-keeps-its-cool-in-the-sun/
Ada Larsen, Bradley Charters	Food Waste Takes up too much Space		Dead Skunk , Science of Kindness Award	https://virtualfair.sarsef.org/2023/food-waste-takes-up-too-much-space/
Addison Zimmerman	Hang Tight: Will more grip strength make you a great rock climber?	First Place		https://virtualfair.sarsef.org/2023/hang-tight-will-more-grip-strength-make-you-a-great-rock-climber/
Alex Means	Berry Moldy	Second Place		https://virtualfair.sarsef.org/2023/berry-moldy/
Ashlee Watson's class	I feel the Earth move under my feet	First Place		https://virtualfair.sarsef.org/2023/i-feel-the-earth-move-under-my-feet/
Breelyn Spruce	Grit, Determination, and Passion	Second Place		https://virtualfair.sarsef.org/2023/grit-determination-and-passion/
Brenda Mendez's class	Recycling Team	Second Place		https://virtualfair.sarsef.org/2023/recycling-team/
Ella Taliaferro	The Great Oobleck Drop	First Place		https://virtualfair.sarsef.org/2023/the-great-oobleck-drop/
Ephrem Servoss	I'm a Gummy Bear in a Gummy World	Second Place		https://virtualfair.sarsef.org/2023/im-a-gummy-bear-in-a-gummy-world/
Giada Sottosanti	Stitch Strength	Second Place		https://virtualfair.sarsef.org/2023/stitch-strength/
Gigi Garcia, Addison Branski, Carmen Schlappi	Recyclina	First Place		https://virtualfair.sarsef.org/2023/recyclina/
Grace Newkirk	From a Bird's Eye View: Does Color Attract Birds to Food?	First Place		https://virtualfair.sarsef.org/2023/from-a-birds-eye-view-does-color-attract-birds-to-food/
Grayson Matlock	The Rock (method) Vs. Gabions		Special Recognition	https://virtualfair.sarsef.org/2023/the-rock-method-vs-gabions/
Griffin Ferris	Mirror Mirror on the Wall, Who is the Smartest of them All?	First Place	Special Recognition-Raytheon Excellence in Engineering Design Scholarship	https://virtualfair.sarsef.org/2023/mirror-mirror-on-the-wall-who-is-the-smartest-of-them-all/
Heather Tretta's class	Chasing Peter Pan's Shadow	Second Place	Award of Excellence	https://virtualfair.sarsef.org/2023/chasing-peter-pans-shadow/
Holly Talbert's class	Learning at the Speed of Light	Second Place		https://virtualfair.sarsef.org/2023/learning-at-the-speed-of-light/
Johnny Luecke	Get a Clue about Glue	First Place		https://virtualfair.sarsef.org/2023/get-a-clue-about-glue/
Kathleen Woods's class	"Pop, Pop, Quiet Please"	Second Place		https://virtualfair.sarsef.org/2023/pop-pop-quiet-please/
Liam Prall	Bouncing Back: Getting a pickleball to bounce regulation height on a Sport court	First Place		https://virtualfair.sarsef.org/2023/bouncing-back-getting-a-pickleball-to-bounce-regulation-height-on-a-sport-court/
Mabel Rivera's class	Nitrogen or Not		The Grit Award - Shows Passion and Perseverance for Long Term Goals	https://virtualfair.sarsef.org/2023/nitrogen-or-not/
Mabel Rivera's class	Energizing Plants	Second Place	Hogan Energy Hero Award	https://virtualfair.sarsef.org/2023/energizing-plants/
Mandi Cordell's class	Raising Arizona; Trying to help baby axolotls survive	First Place		https://virtualfair.sarsef.org/2023/raising-arizona-trying-to-help-baby-axolotls-survive/
Nicole Tilicki's class	The Great Erase - Fun With "Frixion"	First Place		https://virtualfair.sarsef.org/2023/the-great-erase-fun-with-frixion/
Pamela Barrett's class	Hydroponic Balloons: Lettuce Celebrate!	First Place	Esther Chapman Memorial Class Award for Curiosity And Plant Science	https://virtualfair.sarsef.org/2023/hydroponic-balloons-lettuce-celebrate/
Parker Serrato	Toys for Turtles		Saving Wild Animals and Wild Places Award	https://virtualfair.sarsef.org/2023/toys-for-turtles/
Paula Sotelo's class	We Got the "Write" Stuff	Second Place		https://virtualfair.sarsef.org/2023/we-got-the-write-stuff/
Patrick Sotelo	Swinging Pups	Second Place		https://virtualfair.sarsef.org/2023/swinging-pups/
Rachelle Ferris's class	Sphero Draw	First Place		https://virtualfair.sarsef.org/2023/sphero-draw/
Rachelle Ferris's class	Vistoso Preserve Project		Honorable Mention for the Special Awards Category of Cactus and Succulents, Taylor Handschuh and The Map Lady LLC's Geospatial Excellence Award, The Betsy Bolding Award	https://virtualfair.sarsef.org/2023/vistoso-preserve-project/
Sabrina Gallardo	You drive me bananas!:CAN YOU GROW SEEDS INTO PLANTS ON NUTRIENTS BANANAS?		Esther Chapman Memorial Award for Curiosity in Plant Sciences	https://virtualfair.sarsef.org/2023/you-drive-me-bananascan-you-grow-seeds-into-plants-on-nutrients-bananas/
Sage Albers	Slow Down Buddy, It's Not a Race!	Second Place		https://virtualfair.sarsef.org/2023/slow-down-buddy-its-not-a-race/

Shannon Maxon's class	Our Class takes on TRASH	Second Place		https://virtualfair.sarsef.org/2023/our-class-takes-on-trash/
Zandra Crown	THE SCIENTIFIC EXPERIMENT OF ELECTRICITY IN FOOD	Second Place	Award of Excellence, "Best Female Project, Grade 2"	https://virtualfair.sarsef.org/2023/the-scientific-experiment-of-electricity-in-food/
Zoe Dunlap	Handiwork	Second Place		https://virtualfair.sarsef.org/2023/handiwork/
Zoey Caso, Aralynn Early, Gemma Sottosanti	Sunrise and Sunset	Second Place	"For Outstanding Research in Physics, Astronomy, and Mathematics"	https://virtualfair.sarsef.org/2023/sunrise-and-sunset/
Zophia Pershing, Sophia Hollen	Fidge- Helping our focus with fidget pencils	Second Place	Special Recognition	https://virtualfair.sarsef.org/2023/fidge-helping-our-focus-with-fidget-pencils/

Teacher Recognitions

Paula Sotelo
Rachelle Ferris

Keeling Elementary School

Ann McNew's class	Sweet Carrot Tries (bah-bah-bah)	First Place		https://virtualfair.sarsef.org/2023/sweet-carrot-tries-bah-bah-bah/
Ann McNew's class	Non-Stop Soft Serve!	Second Place		https://virtualfair.sarsef.org/2023/non-stop-soft-serve/
Becky Mooney's class	The Cool Radishes	First Place		https://virtualfair.sarsef.org/2023/the-cool-radishes/
Betty-Kay Atwell's class	Oops, We Did it Again!	First Place		https://virtualfair.sarsef.org/2023/oops-we-did-it-again/
Brianna Mounts's class	Solar Power	First Place		https://virtualfair.sarsef.org/2023/solar-power-2/
Dorothy Fein's class	Bam Bam Ants?	First Place	Creativity Award	https://virtualfair.sarsef.org/2023/bam-bam-ants/
Emily Fleckenstein's class	Dunk Your Junk!	Second Place		https://virtualfair.sarsef.org/2023/dunk-your-junk/
Hannah Bartz's class	The Domino Effect	First Place		https://virtualfair.sarsef.org/2023/the-domino-effect/
Hoc Huynh's class	Weed it and Weep	First Place	The Helping Hands Award	https://virtualfair.sarsef.org/2023/weed-it-and-weep/
Karissa Weiler's class	Huffing and Puffing: Can We Save the Piggies With Our Toys?	First Place		https://virtualfair.sarsef.org/2023/huffing-and-puffing-can-we-save-the-piggies-with-our-toys/
Laurel Young's class	What is Our Playground Made Of?	Second Place		https://virtualfair.sarsef.org/2023/what-is-our-playground-made-of/
Meghan Blayda's class	A Sticky Question: How does Glue Dry?	First Place		https://virtualfair.sarsef.org/2023/a-sticky-question-how-does-glue-dry/
Natalie Nixon's class	Kindergarten and the RadishStalks	Second Place		https://virtualfair.sarsef.org/2023/kindergarten-and-the-radishstalks/

Prince Elementary School

Morgann White's class	Run, Run Fast As You Can	Second Place		https://virtualfair.sarsef.org/2023/run-run-fast-as-you-can/
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Cross Middle School

Anamaria Elez	How do ways of eating food reflect someone's personality?		AZ Psych Association Psychological Science Award	https://virtualfair.sarsef.org/2023/how-do-ways-of-eating-food-reflect-someones-personality/
Aria Paulsen	What will happen to a plants growth if I change their lights?	Second Place		https://virtualfair.sarsef.org/2023/what-will-happen-to-a-plants-growth-if-i-change-their-lights/
Audrey Alameda	Good Night, Sleep Tight. Don't Let the Anxiety Bite!		Autism and Mental Health	https://virtualfair.sarsef.org/2023/good-night-sleep-tight-dont-let-the-anxiety-bite/
Brandon Payne	Magnetic USB connector	Second Place		https://virtualfair.sarsef.org/2023/magnetic-usb-connector/
Brody Rayl	BOYS vs GIRLS. Do they play the same type of video games?		Adventure in Science Award	https://virtualfair.sarsef.org/2023/boys-vs-girls-do-they-play-the-same-type-of-video-games/
Eleanor Luecke	No spit all shine		Zacharias Abbey Memorial Award	https://virtualfair.sarsef.org/2023/no-spit-all-shine/
Emilie Elliot	Better than the Best Knee Pads	First Place		https://virtualfair.sarsef.org/2023/better-than-the-best-knee-pads/
Emmy Sieminski	Troubleshooting My Chickens Egg Production.	Second Place		https://virtualfair.sarsef.org/2023/troubleshooting-my-chickens-egg-production/
Griffon Taylor	For the Birds: A Seedy Business		Bird Brain Award	https://virtualfair.sarsef.org/2023/for-the-birds-a-seedy-business/
Hayes Streuber	The Mail Detector	First Place		https://virtualfair.sarsef.org/2023/the-mail-detector/
Jackson Haworth	Chemically Staining Wood		Robin M. Cattler Innovation Award	https://virtualfair.sarsef.org/2023/chemically-staining-wood/
Kai Young	Flying Rc Car Project!		Special Recognition	https://virtualfair.sarsef.org/2023/flying-rc-car-project/
Madilynn Flores, Taylor Crambit	Macarons made nut allergy friendly?	Second Place		https://virtualfair.sarsef.org/2023/maccarons-made-nut-allergy-friendly/
Sadie Gladden	Moon-Servation	First Place		https://virtualfair.sarsef.org/2023/moon-servation/
Talan Freytag	Healthy Hearts, Healthy Kids!		Robin M. Cattler Innovation Award	https://virtualfair.sarsef.org/2023/healthy-hearts-healthy-kids/
Victoria Arvizu Figueroa	Clothing Labels for Blind People		The Spiny Award Girls Who Engineer Award	https://virtualfair.sarsef.org/2023/clothing-labels-for-blind-people-2/

Canyon del Oro High School

Caroline Wichers	Balance and Body Type: Cambré		Special Recognition	https://virtualfair.sarsef.org/2023/balance-and-body-type-cambre/
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Ironwood Ridge High School

Amey Senkerik	Biofilm Lithography for Patterning a Bacterial Diagnostic		Special Recognition	https://virtualfair.sarsef.org/2023/biofilm-lithography-for-patterning-a-bacterial-diagnostic/
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**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: March 28, 2023

TITLE: Recognition of 2023 SARSEF Top Elementary School

BACKGROUND:

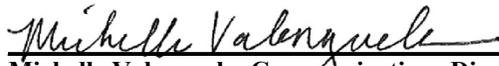
The Southern Arizona Research, Science and Engineering Foundation (SARSEF) named Keeling Elementary School the Top Elementary School for 2023, recognizing the school's overall excellence in science and engineering.

Keeling Elementary School students submitted 14 projects to the regional SARSEF competition. Nine of the projects took home first-place awards, and two also won the Creativity Award and the Helping Hands Award.

RECOMMENDATION:

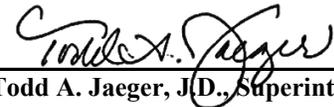
This is presented for the Board's information and recognition.

INITIATED BY:



Michelle Valenzuela, Communications Director

Date: March 21, 2023



Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: March 28, 2023

TITLE: Recognition of 2023 SARSEF Endorsed School

BACKGROUND:

The Southern Arizona Research, Science and Engineering Foundation (SARSEF) recognized Harelson Elementary School as a SARSEF-Endorsed School for 2023.

The award goes to a school that cultivates science and engineering thinking schoolwide through their administration, teachers, parents, and staff. SARSEF noted that Harelson Elementary School provided ample participation with SARSEF through innovative ways of conducting research and active community participation with the SARSEF fair. An example: this year, Harelson Elementary School piloted a program where sixth-graders mentored kindergarten students to conduct scientific research for SARSEF projects.

RECOMMENDATION:

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

INITIATED BY:

Michelle Valenzuela, Communications Director

Date: March 21, 2023

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: March 28, 2023

TITLE: Recognition of Canyon del Oro 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 Canyon del Oro High School Superintendent's Student Advisory Council and thank them for their service to their classmates and school.

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

Gavin Bourland
Virginia Burns
Abdullah Campas
Cristian Hernandez

Ernesto Alvarez
Edward Harwood
Kylee Hernandez
Kylie Strang

Gabriel Lujan
Leeah Payne
Ariel Eliza Salais
Parker Hollings

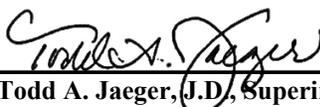
Keelynn Anderson
Alivia Peru
Anthony Jimenez
Lucio Castellini

RECOMMENDATION:

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

INITIATED BY:

Date: March 10, 2023



Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: March 28, 2023

**TITLE: Recognition of La Cima Middle School 2023 Flowing Wells Invitational Tournament
Middle School Champions**

BACKGROUND:

The La Cima Middle School wrestling team competed at Flowing Wells Jr. High School, home of the Southern Arizona Middle School Championship, on March 3 and 4, 2023. The following student athletes will be recognized for their outstanding efforts and achievements:

La Cima Middle School Wrestling Team: First Place Champions
Head Coach: Brian Donahue
Assistant Coach: Mario Cardenas

- | | |
|---|---|
| 73 LBS- Josh Garcia | 154 LBS- Marques Allen (1 st Place) |
| 78 LBS- Daniel Santos | 167 LBS- David Guerrero (1 st Place) |
| 83 LBS- Ray Cardenas | 180 LBS- Andy Jimenez (2 nd Place) |
| 88 LBS- Josh Zaragoza (1 st Place) | HWT- Alan Jimenez |
| 93 LBS- Romeo Alire (3 rd Place) | |
| 98 LBS- Basil Molina (1 st Place) | |
| 104 LBS- Abraham Yepis (3 rd Place) | |
| 111 LBS- Ezekiel Cruz (2 nd Place) | |
| 118 LBS- Diego Diaz (1 st Place) | |
| 125 LBS- Peter Visconti (4 th Place) | |
| 133 LBS- Carter Moffit | |
| 142 LBS- Jadon Jenkins (2 nd Place) | |

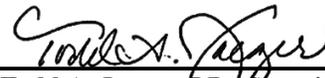
RECOMMENDATION:

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

INITIATED BY:


Armando Soto, Director of Interscholastic

Date: March 27, 2023


Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: March 28, 2023

TITLE: Recognition of Canyon del Oro High School 2022-2023 Division II Boys' and Girls' Wrestling Individual State Champion and State Runner-Ups

BACKGROUND:

The Canyon del Oro High School boys' and girls' wrestling teams competed at Veteran's Memorial Stadium, home of the state wrestling meet, on February 18, 2023. The following student athletes will be recognized for their outstanding efforts and achievements:

Division II Boys' Wrestling State Champion and State Runner-Up:

Charles Croci, Runner-Up 157lb weight class
Kayden Luke, State Champion 215lb weight class

Division II Girls' Wrestling Runner-Up

Sophia Gilbert, Runner-Up 120lb weight class

David Sholes, Head Coach Boys and Girls Wrestling

Cody Comer, Assistant Coach Boys and Girls Wrestling

RECOMMENDATION:

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

INITIATED BY:

Armando Soto, Director of Interscholastic Activities

Date: March 14, 2023

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: March 28, 2023

TITLE: Presentation of Distinguished Service Awards

BACKGROUND:

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

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

- Mariano Moreno, Lead Custodian, Harelson Elementary School
- Heather Oliver, Interventionist from Painted Sky Elementary School

RECOMMENDATION:

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

INITIATED BY:


Michelle Valenzuela, Communications Director

Date: March 14, 2023


Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: March 28, 2023

TITLE: Recognition of the 2023 United Way Literacy Champion Award Winner

BACKGROUND:

Each year the United Way presents 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 School District is proud to have one of the two award winners. **Jennifer Campbell** from Prince Elementary School is a 2023 United Way Literacy Champion. She was recognized at their breakfast on February 16, 2023.

RECOMMENDATION:

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

INITIATED BY:

A handwritten signature in cursive script that reads "Tassi Call".

Tassi Call, Associate Superintendent for Elementary Education K-5

Date: March 20, 2023

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

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: **March 28, 2023**

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

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 nine outstanding teachers who have earned their new and renewed certificates.

New Certifications

Nina Brown, Painted Sky Elementary School

Renewed Certifications

Shay Humphreys, Donaldson Elementary School

Sarah Lortie, Amphitheater Middle School

Jennifer Riggs, Harelson Elementary School

Christine Roche, Cross Middle School

Brianne Ronnie, Painted Sky Elementary School

Cynthia Russell, Walker Elementary School

Patricia Stewart, Coronado K-8 School

Elizabeth Yeager, Canyon del Oro High School

RECOMMENDATION:

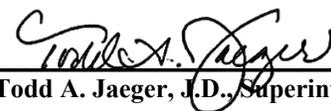
This is presented for the Board's information and recognition.

INITIATED BY:



Michelle Valenzuela, Communications Director

Date: March 20, 2023



Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: March 28, 2023

TITLE: Recognition of STEM School of Excellence and Teacher Excellence Award Winners

BACKGROUND:

Innovation Academy was named a STEM School of Excellence by the International Technology and Engineering Educators Association (ITEEA), a professional organization that recognizes outstanding schools across the country for their “commitment to providing a robust Integrative STEM education program.”

Innovation Academy is one of just 16 schools in the nation to win the excellence award and will be highlighted and recognized at ITEEA’s 85th International Conference in Minneapolis, MN in April.

ITEEA created the STEM School of Excellence designation to honor schools whose teachers, administrators, and other stakeholders are providing a meaningful STEM education experience for students. Schools undergo a rigorous application process requiring detailed documentation to demonstrate a strong Integrative STEM program. A panel of reviewers then determines whether the documented evidence represents excellence in Integrative STEM education.

Trish Patchin was selected for the Goodheart-Willcox Teacher Excellence Award. This is one of the highest honors given to technology and engineering education classroom teachers. She will receive this award at the ITEEA’s conference in April.

RECOMMENDATION:

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

INITIATED BY:

Tassi Call, Associate Superintendent for Elementary Education K-5

Date: March 20, 2023

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: March 28, 2023

TITLE: Recognition of the National Science Teaching Association, Corteva Excellence in Agricultural Science Education Award Winner

BACKGROUND:

The National Science Teaching Association (NSTA) recognizes one teacher annually for their excellence and innovation in the field of agricultural science in education.

Trish Patchin was selected as the NSTA Corteva Excellence in Agricultural Science Education Award Winner for 2023.

RECOMMENDATION:

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

INITIATED BY:

Tassi Call, Associate Superintendent for Elementary Education K-5

Date: March 20, 2023

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: March 28, 2023

TITLE: Superintendent's Report

BACKGROUND:

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

RECOMMENDATION:

This item is presented for the Board's information.

INITIATED BY:

Date: March 13, 2023

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

Todd A. Jaeger, J.D., Superintendent



March 28, 2023

Superintendent's Report

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Around the Schools



Congratulations to La Cima Middle School's wrestling team, which won the Southern Arizona Middle School Championship earlier this month. Special thanks²⁰ to Head Coach Brian Donahue and Assistant Coach Mario Cardenas for their support in helping the Cardinals bring home their first-place trophy in this invitational tournament!



Around the Schools



Last week was the 5th Grade Drug Awareness Day organized by the Oro Valley Police Department. The annual event gives students an opportunity to learn about the risks and dangers involved with illicit drugs. Students also get to see equipment and demonstrations from firefighters, police and other emergency workers.



Around the Schools



The District track meet took place earlier this month, with our elementary students throughout the District competing in all sorts of track and field contests. The meet was held at Canyon Del Oro High School and was a great experience for our young athletes.





Around the Schools



And the “such a good sport” award goes to ... Donaldson Principal Andrew Szczepaniak and teachers and administrators at Wilson K-8. Mr. Szczepaniak was the “winner” of the Penny Wars at his school, and that meant he had to kiss a pig, much to the delight of his students. And just before Spring Break, Wilson K-8 held two spirit assemblies to celebrate their amazing success in raising \$12,000 for the American Heart Association through the Kids Heart Challenge. The Wilson assemblies involved sliming the two Wilson assistant principals, Ms. Susan Shoopman and Mr. Darin Mapes.



Thank You



Thank you to Mr. Paul, a dedicated volunteer at Coronado K-8, who donated a new marquee for the school. Students were so excited to celebrate Mr. Paul, who has become an important member of the Coronado family. Mr. Paul told the crowd that he considers volunteering at Coronado “the best paying job I've ever had.” He also said he hopes his experience will inspire more people in the community to volunteer at a school.



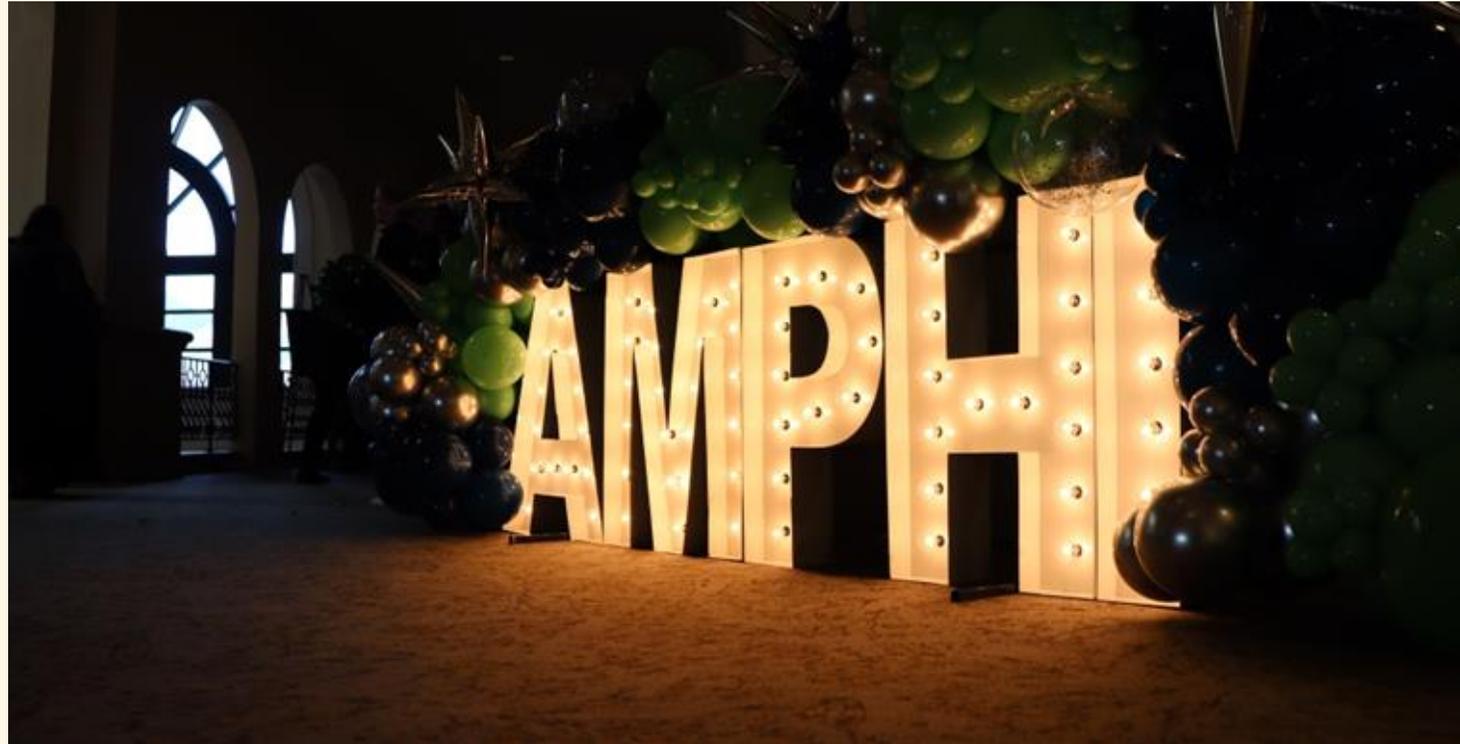
Thank You



The 2nd Annual Guns and Hoses Kicks for a Cause Kickball Tournament was held on Saturday. The event is a fundraiser organized by the Oro Valley Police Department to raise funds for Project Graduation at our three high schools. Shown here is the winning team from Northwest Fire District. Participants included teams from Golder Ranch Fire, Marana Police, Northwest Fire, Oro Valley Police, the Pima County Sheriff Department, Tucson Fire, and the Tucson Police Department. Thank you to all who played and attended this awesome event!



Amphi Foundation Gala



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Thank you to the Amphi Foundation and all of the sponsors who helped create a beautiful Amphi Foundation Gala on Saturday. The next slides spotlight our student showcases, which are the main attraction to start the event, and our teacher and community member awards that are featured through the evening. The Amphi Foundation, for forty years now, has played a critical role in supporting students, educators, and the entire Amphi Community, and we thank all who contributed to that mission at the Gala.



Amphi Foundation Gala





Amphi Foundation Gala





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

DATE OF MEETING: **March 28, 2023**

TITLE: **Status of Construction Projects**

BACKGROUND:

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

RECOMMENDATION:

For information and discussion only.

INITIATED BY:

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

Richard C. La Nasa, Executive Manager, Operational Support

Date: March 20, 2023

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

Todd A. Jaeger, J.D., Superintendent

Status of Construction Projects
3/28/23 Governing Board Meeting

President Day, Vice President Cox Golder, Board Members and Superintendent Jaeger, it is my pleasure to provide you with an update of the projects currently under construction with SFOB, Bond and ESSER funding.

Highlights

AHS Fine Arts Security Fencing Painting – Bond Funds



Cross Asphalt Pavement Replacement – Bond & Adjacent Way Funds



Keeling HVAC Replacements – Bond Funds



Mesa Verde Campus Roof Replacement – SFB Funds



Walker HVAC Replacement – ESSER Funds



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Wilson Exterior Painting – Bond Funds



Status of Construction Projects
3/28/23 Governing Board Meeting

President Day, Vice President Cox Golder, Board Members and Superintendent Jaeger, it is my pleasure to provide you with an update of the projects currently under construction with SFOB, Bond and ESSER funding.

AHS:

Bond Projects

CP # 1 Pump Replacement – Pump Ordered	\$30,079
Fine Arts Building Security Fence Improvements - Paint - Complete	\$2,518
PA System Upgrades – Complete	\$166,809
100/200 Wing Classroom Lighting Improvements - Installation in Progress	\$149,991
West Campus Security Fence Improvements - Paint - 25% Complete	\$27,452
700 Wing HVAC Replacement – Punchlist Items	\$17,820
Campus Access Control Improvements - Installation in Progress	\$274,274
Back Up Generators for MDF Rooms – Design - 95% Complete	\$26,625
Main Entrance Security Upgrades – Summer '23 Project	\$93,188

ESSER Projects

HVAC Improvements	
-Student Center/Bookstore – 7 Zone RTU	\$302,026
-Complete	
-100 & 200 Wing Classroom Fan Coil Replacements – Complete	\$1,040,545

SFB Projects

CP #3 Hot Water Line Replacement Design	\$13,315
- PO Issued	
300 Wing – Structural Repairs Construction	\$457,214
- PO Issued – Summer '23 Project	
Campus Roof Assessments	
PH I, East Campus – PO Issued	\$8,085
PH II, West Campus – PO Issued	\$5,565
Bldg DN Evaporative Cooler to A/C Conversion	\$896,784
- Summer '23 Project	
CP # 2 Hot Water Line Replacement Design – PO Issued	\$14,195
CP # 3 Water Treatment Equipment Repair	\$2,430
- Grant Request Submitted	

CDO:

Bond Projects

Main Central Plant Renovation -75% Complete	\$714,157
Building BN HVAC Controls Improvement - Summer '23 Project	\$10,358
Drinking Fountain/Bottle Fillers - Complete	\$32,176
Varsity Softball Field H/C Access Improvements - Complete	\$75,309
Admin Building Access Controls – Complete	\$15,210

ESSER Projects

Building BN HVAC Improvements - Summer '23 Project	\$281,183
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SFB Projects

Campus Weatherization Assessment - PH I, W Campus – PO Issued	\$8,100
- PH II, E Campus – PO Issued	\$8,130
North Gym Evaporative Cooler to A/C Conversion - Units ordered – Fall '23 Project	1,208,101

IRHS:

Bond Projects

Irrigation Well Design - Complete \$58,538

Library Lecture Hall Improvements – Complete \$88,063

Drinking Fountain/Bottle Fillers – Complete \$33,365

Building A Access Control Improvements – Complete \$12,844

Adjacent Ways Projects

Central Plant Fire Lane Pavement R&R – Summer '23 \$45,000

SFB Projects

Weatherization Academic Buildings – Grant Submitted \$417,263

Mold Remediation & Restoration – Summer '23 Project \$95,090

AMS:

ESSER Projects

Building 300 HVAC Improvements – Summer '23 Project \$149,647

Copper Creek:

Bond Projects

Central Plant Cooling Tower & Pump Upgrades Design \$20,450

- PO Issued

SFB Projects

MPR Roof Replacement – Construction Start in April \$587,299

Coronado:

Bond Projects

Boys & Girls Locker Room HVAC Improvements - Fall '23 Project	\$114,238
Band Room Carpet Replacement – PO Issued	\$23,908
CP Chilled Water Pump Replacement – Complete	\$13,095
Activity Gym Entrance Canopy Replacement – Complete	\$8,030

Cross:

Bond Projects

Drinking Fountain/Bottle Fillers - Complete	\$5,346
Parking Lot Improvements - Partially Complete, Summer '23 Completion	\$86,781

Adjacent Ways Projects

Fire Lane and Bus Lane Improvements - Partially Complete, Summer '23 Completion	\$82,895
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ESSER Projects

Building 600 HVAC Improvements – Complete	\$80,464
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SFB Projects

Campus Weatherization Assessment – Grant Submitted	\$10,500
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Campus Roof Replacement	\$4,075,000
Bldg 100 – Complete	
Bldg 200 – Complete	
Bldg 300 – Complete	
Bldg 400 – Complete	
Bldg 500 – 95% Complete	
Bldg 600 – Complete	
Bldg 700 – Complete	
Admin – 95% Complete	
MPR – 85% Complete	

Donaldson:

Bond Projects

Drinking Fountain/Bottle Fillers - Complete	\$10,854
Building A Exterior Paint – Complete	\$20,765

Harelson:

Bond Projects

PA System & Clocks – In Progress	\$85,349
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ESSER Projects

Building A HVAC Improvements – Complete	\$83,369
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SFB Projects

Campus Roof Assessment – Grant Submitted	\$6,705
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Holaway:

Bond Projects

Front Office Single Point of Entry – Summer '23 Project	\$106,923
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Admin Office Access Controls – Summer '23 Project \$13,907

Innovation:

Bond Projects

Fence Improvements – PO Issued \$7,807

Campus HVAC Evaluation – Report Being Prepared \$9,950

Keeling:

Bond Projects

Building A – HVAC Replacements – Complete \$72,412

Campus HVAC Controls – April '23 Project \$138,435

La Cima:

ESSER Projects

Central Plant Chiller Replacement – January '24 Project \$425,983

SFB Projects

Campus Weatherization Assessment – PO Issued \$5,260

Campus Roof Assessment – PO Issued \$6,845

Mold Remediation & Restoration – Complete \$38,180

Mesa Verde:

Bond Projects

Drinking Fountain/Bottle Fillers – Complete \$5,300

SFB Projects

Campus Roof Replacement \$1,601,623

East Classrooms - 50% Complete

West Classrooms - 50% Complete

Admin – 50% Complete
MPR – 75% Complete

Nash:

Bond Projects

Exterior Painting & Site Improvements - Complete \$72,830

Kitchen HVAC Replacement – PO Issued \$32,835

ESSER Projects

Building I HVAC Improvements – Fall '23 Project \$156,101

SFB Projects

Campus Roof Assessment – Grant Submitted \$7,705

CP Water Treatment Equipment Repair \$1,047
- Grant Request Submitted

Painted Sky:

ESSER Projects

HVAC Replacement Classrooms 114,115 & 116 \$43,903
- Units Ordered

SFB Projects

Fire Alarm Replacement Design - PO Issued \$25,460

Prince:

Bond Projects

Building C Ductwork, Flooring & Lighting – PO Issued \$392,205

ESSER Projects

Building C HVAC Improvements Design – Complete \$51,550

SFB Projects

CP Water Treatment Equipment Repair \$1,047
- Grant Request Submitted

Rillito:

Bond Projects

Admin Office & Campus Access Controls – March '23 \$46,018

Security Fence Improvements – Complete \$15,116

Rio Vista:

ESSER Projects

Building C Multizone AC Replacement – Bid Phase

Walker:

Bond Projects

Building F HVAC – 95% Complete \$62,401

ESSER Projects

Buildings B, C, D & E HVAC Improvements – Construction \$248,529

SFB Projects

CP Water Treatment Equipment Repair \$2,430
- Grant Request Submitted

Wilson:

Bond Projects

CP Hot Water Pump Improvements Design - Complete \$8,450

South MPR & Locker Room HVAC - PO Issued \$183,609

ESSER Projects

CP Cooling Tower Replacements – Construction \$609,234

Campus HVAC Controls Upgrades – 75 % Complete \$255,229

SFB Projects

MPR Stage HVAC Replacement Design- PO Issued	\$15,845
MPR Buildings Roof Replacement Design - Grant Submitted	\$26,820
Campus Building Hot Water Line Replacement Design - PO Issued	\$23,975
Campus Weatherization Assessment - Grant Submitted	\$12,065

*SOMETHING NEW AT EVERY SCHOOL,
EVERY YEAR!*



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

DATE OF MEETING: March 28, 2023

TITLE: Auditor General's School District Spending Analysis—Fiscal Year 2022

BACKGROUND:

Information on the Auditor General's "School District Spending Analysis—Fiscal Year 2022" report will be presented.

RECOMMENDATION:

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

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer

Date: March 21, 2023

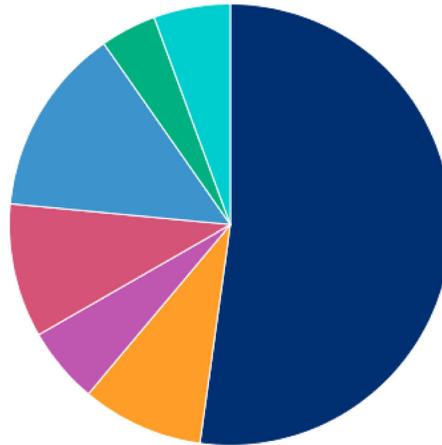
Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

Amphitheater Unified School District

[District demographic information](#) ▼

District's spending by operational area



Classroom spending, 66.7%
Instruction, 52.2%
Student support, 8.9%
Instruction support, 5.6%

Nonclassroom spending, 33.3%
Administration, 9.8%
Plant operations, 13.8%
Food service, 4.1%
Transportation, 5.6%

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

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

We categorize districts with certain similar qualities into [operational peer groups](#)¹ in order to help create meaningful comparisons across districts. Amphitheater Unified School District's peer group had an average instructional spending percentage of 53.8%. This number can help provide context for Amphitheater Unified School District's own instructional spending percentage.

Instructional spending percentage highlights (2001-2022)

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

Prior fiscal year

FY 2021

53.4%

Highest

FY 2009

58.5%

Current fiscal year

FY 2022

52.2%

Lowest

FY 2022

52.2%

Why monitor school district spending?

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

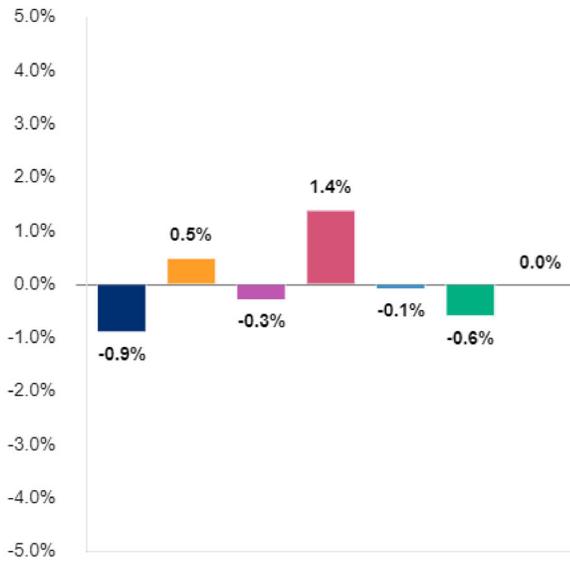
The bar chart below, "Percentage point change in spending by area," illustrates how Amphitheater Unified School District's spending by area has changed from the prior fiscal year and 5 fiscal years ago.

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

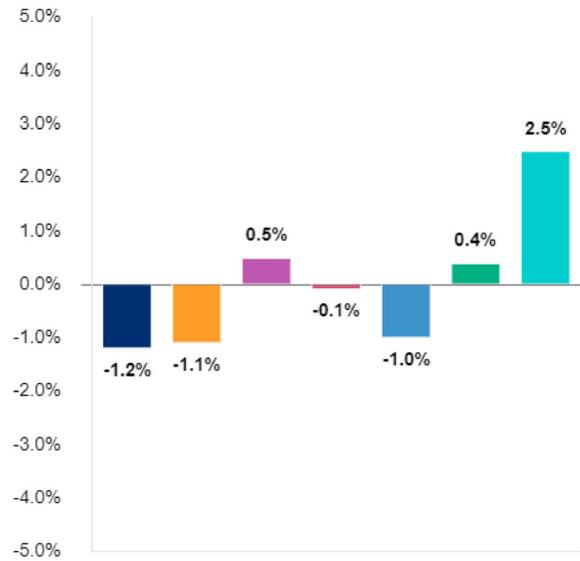
Percentage point change in spending by area

Percentage point change in spending by area

Compare State-wide FY 2022 spending to:
District's FY 2017 spending (5-year trend)



Compare District's FY 2022 spending to:
District's FY 2021 spending (1-year trend)



Change in classroom spending, -0.7%

Instruction, -0.9%
Student support, 0.5%
Instruction support, -0.3%

Change in nonclassroom spending, 0.7%

Administration, 1.4%
Plant operations, -0.1%
Food service, -0.6%
Transportation, 0.0%

Change in classroom spending, -1.8%

Instruction, -1.2%
Student support, -1.1%
Instruction support, 0.5%

Change in nonclassroom spending, 1.8%

Administration, -0.1%
Plant operations, -1.0%
Food service, 0.4%
Transportation, 2.5%

Per student spending by area

Area	District FY 2021	District FY 2022	1-year change
Classroom spending			
Instruction	\$5,763	\$5,653	-\$110
Student support	\$1,080	\$969	-\$111
Instruction support	\$547	\$609	+\$62
Nonclassroom spending			
Administration	\$1,068	\$1,058	-\$10
Plant operations	\$1,599	\$1,498	-\$101
Food service	\$407	\$440	+\$33
Transportation	\$338	\$602	+\$264
Total operational	\$10,802	\$10,829	+\$27
Land and buildings	\$679	\$827	+\$148
Equipment	\$783	\$617	-\$166
Interest	\$298	\$249	-\$49
Other	\$50	\$69	+\$19
Total nonoperational	\$1,810	\$1,762	-\$48
Total per pupil spending	\$12,612	\$12,591	-\$21

Operational efficiency measures

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

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

Operational area	Measure	State average	Peer average ¹	District	District spending relative to the peer average
Administration	Spending per student	\$1,088	\$1,000	\$1,058	High
	Students per administrative position	63	65	46	N/A
Plant operations	Spending per square foot	\$7.21	\$7.63	\$6.75	Low
	Square footage per student	167 ft ²	142 ft ²	222 ft ²	N/A
Food service	Spending per meal	\$3.25	\$3.12	\$3.46	High
	Meals per student	158	132	127	N/A

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

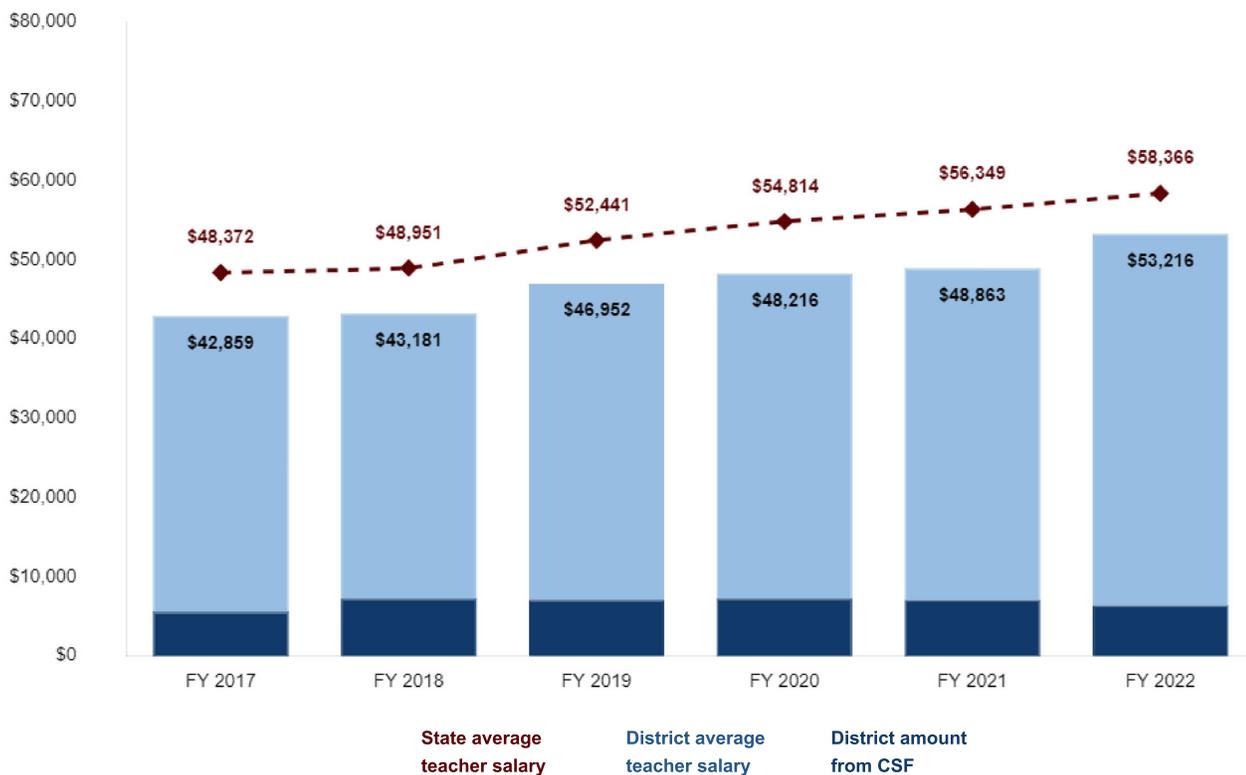
Operational area	Measure	State average	Peer average ¹	District	District spending relative to the peer average
Transportation	Spending per mile	\$5.53	\$5.70	\$7.32	Very High
	Spending per rider	\$1,945	\$2,137	\$2,555	Very High

Why monitor average teacher salary?

Teacher salaries are one of a school district's most significant costs and have been a topic of high interest in recent years in Arizona. In FYs 2018 through 2021, additional State monies were provided to districts with the intention of increasing teacher salary 20 percent from the FY 2017 base year. The bar chart below shows how Amphitheater Unified School District's average teacher salary changed during this time and immediately after the annual State increases ended, as well as how it compared to the State average. Further, we show the portion of the District's average teacher salary that was from Classroom Site Fund (CSF) monies.

We have also included a table that displays other student- and teacher-related measures that may provide additional context regarding changes to Amphitheater Unified School District's average teacher salary. For instance, changes in a district's [teacher population¹](#) can impact the district's average teacher salary.

Average teacher salary and other measures

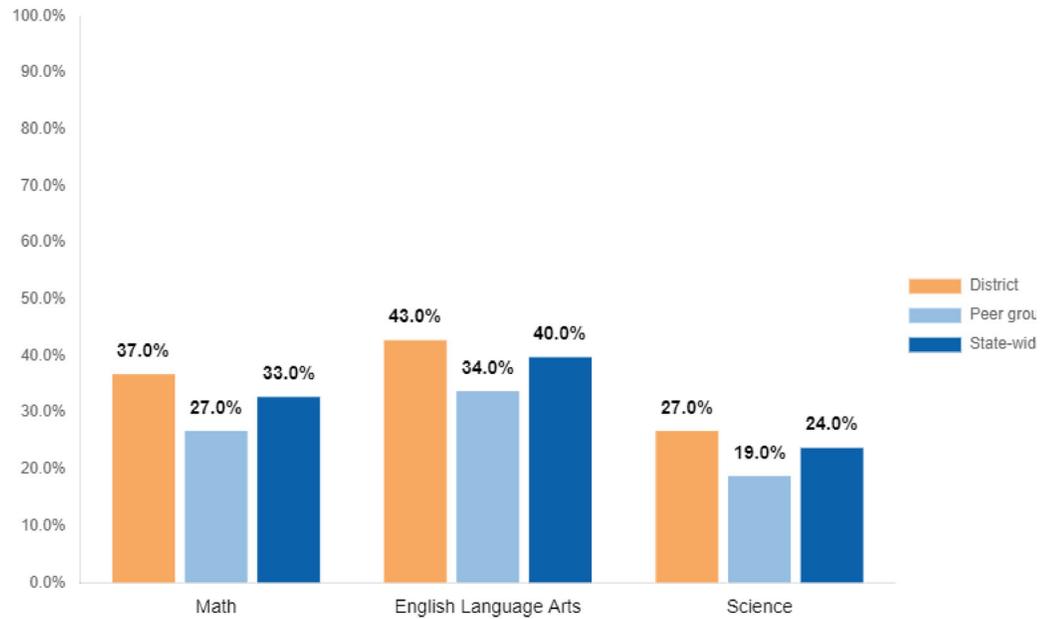


Measure	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Students per teacher ¹	17.2	17.2	17.0	16.7	13.6	15.2
Average years of teacher experience	12.5	12.3	12.3	12.5	12.6	12.7
Percentage of teachers in first 3 years	16%	18%	18%	15%	16%	14%

Student achievement

In FYs 2020 and 2021 State assessment testing was impacted by the COVID-19 pandemic, with school districts being exempted from conducting State assessments in FY 2020 and not all eligible students participating in FY 2021. With nearly all districts returning to in-person learning in FY 2022, we are presenting the percentage of students who passed State assessments for Math, English Language Arts (ELA), and Science assessments. For FY 2022, we also present an achievement peer group average and the State average for comparison. For more information on how we create achievement peer groups see the "District peer groups" section on the [Glossary page](#).

Percentage of students who passed State assessments





AMPHITHEATER

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

Auditor General's School District Spending Analysis Fiscal Year 2022

Definitions

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

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Comparison of 2022 Dollars in the Classroom

	Amphitheater	Marana	Flowing Wells	Catalina Foothills	TUSD	Sunnyside	Sahuarita	Tanque Verde	Vail	Altar Valley	State 2022	National 2018
Total Dollars	10,829	10,285	9,983	9,094	11,991	10,027	8,666	9,553	9,683	11,868	10,729	12,652
Classroom Dollars -- %	52.2%	56.8%	56.8%	56.3%	54.3%	51.2%	57.1%	58.5%	52.2%	42.2%	54.5%	60.7%
\$	5,653	5,839	5,669	5,124	6,509	5,131	4,945	5,587	5,058	5,007	5,846	7,676
Nonclassroom Dollars:												
Administration -- %	9.8%	8.7%	9.6%	10.7%	8.6%	10.3%	10.6%	13.0%	11.6%	14.1%	10.1%	11.2%
\$	1,058	891	961	976	1,026	1,035	917	1,245	1,119	1,676	1,088	1,423
Plant Operations -- %	13.8%	9.7%	11.2%	12.8%	12.0%	11.5%	11.8%	10.8%	11.3%	13.9%	11.3%	9.3%
\$	1,498	993	1,117	1,160	1,443	1,154	1,020	1,032	1,098	1,647	1,209	1,174
Food Service -- %	4.1%	4.0%	4.9%	4.1%	3.6%	5.8%	4.6%	3.5%	4.6%	7.6%	4.7%	3.8%
\$	440	407	503	370	427	579	398	331	441	897	507	481
Transportation -- %	5.6%	7.1%	3.7%	4.6%	3.9%	3.6%	4.5%	3.2%	4.4%	9.2%	4.3%	4.1%
\$	602	732	374	415	466	363	390	303	427	1,087	461	518
Student Support -- %	8.9%	8.7%	9.4%	6.8%	9.6%	11.4%	8.9%	9.0%	8.6%	8.3%	9.2%	5.9%
\$	969	896	934	614	1,165	1,141	771	856	819	980	986	751
Instruction Support -- %	5.6%	5.0%	4.3%	4.8%	8.0%	6.2%	2.6%	2.1%	7.4%	4.7%	5.9%	5.0%
\$	609	527	425	435	955	624	225	199	721	574	632	629



Achievement

Unified school districts with poverty rates of 15% or greater in cities and suburb

	Math percent passing	ELA percent passing	Science percent passing
Peer group average	27%	34%	19%
Amphitheater Unified School District	37%	43%	27%
Lake Havasu Unified School District	36%	39%	26%
Sierra Vista Unified School District	33%	44%	24%
Humboldt Unified School District	33%	42%	23%
Mesa Unified School District	31%	38%	21%
Flowing Wells Unified School District	28%	34%	22%
Tucson Unified School District	20%	28%	15%
Apache Junction Unified School District	16%	23%	15%
Sunnyside Unified School District	12%	19%	9%

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

DATE OF MEETING: March 28, 2023

TITLE: Periodic Legislative Review

BACKGROUND:

This agenda item permits the Governing Board to review and discuss the status of K-12 education-related legislation proposed in the Fifty-sixth Arizona Legislature Session this year. The attachment provided with this item identifies the currently proposed legislation. Information updated/added since the Board's February 14, 2023 review is noted in **BLUE**.

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: March 20, 2023

Todd A. Jaeger, J.D., Superintendent

HOUSE OF REPRESENTATIVES

HR9566:

THE “AMERICAN TEACHER ACT”

To provide grants to States to support State efforts to increase teacher salaries, and for other purposes.

SEC. 2. GRANTS TO SUPPORT STATE EFFORTS TO INCREASE TEACHER SALARIES

(a) Teacher Salary Incentive Grant.—

(1) **PURPOSE.**—The purpose of this section is to ensure that each teacher who is employed full-time at a qualifying school in a State earns an annual salary for any year of employment of not less than \$60,000 (adjusted for inflation).

(2) GRANTS FOR MINIMUM SALARY THRESHOLD—

(A) **IN GENERAL.**—From amounts made available to carry out this section, the Secretary of Education shall award 4-year grants to States. To be eligible to receive such a grant, the State educational agency shall submit an application to the Secretary at such time, in such manner, and containing such information as the Secretary may require.

First sponsor: Rep. F. Wilson (D – Florida, Dist. 24)

Status: 12/14 Introduced

HOUSE BILLS

HB2008:

ASRS; CONTRIBUTION PREPAYMENT

When an Arizona State Retirement System (ASRS) employer is prepaying the employer's 401 (a) pension contributions directly to ASRS, the earnings accrual rate may be a short-term investment rate of return available through ASRS, as requested by the employer and agreed to by ASRS. The requirement for the prepaying employer to elect an amortization schedule by written agreement with ASRS is deleted.

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

Status: 3/14 Senate majority and minority caucus, do pass; 3/13 Senate RULES Committee, proper for consideration; 3/6 Senate FIN Committee, do pass 6-0-1; 3/1 Senate Second Read; 2/28 Senate First Read; 2/21 Transmit to Senate; 2/21 House Third Read, passed 57-3; 2/14 House majority and minority caucus, do pass; 1/18 House Second Read; 1/17 House First Read

HB2014:

STOs; SCHOLARSHIPS; CORPORATE TAX CREDITS

Increases the aggregate dollar amount of the cap on corporate income tax credit for contributions to school tuition organizations in any fiscal year to \$10 million for FY2022-23, \$15 million for FY2023-24, and \$20 million for FY2024-25 and each fiscal year after, from \$6 million. Expands eligibility for STO scholarships to any student enrolls in a qualified school in kindergarten through 12th grade. Beginning in 2023, the maximum amount of an STO scholarship or tuition grant is increased to the amount of state aid that otherwise would be computed for the student, and the amount is no longer limited to the cost of tuition for the student to attend the qualified school. Expands the expenses that an STO scholarship or tuition grant may be used for to include textbooks, educational therapies or services from an educational aide for students with disabilities, tutoring, curricula and supplementary materials, fees for standardized tests, uniforms, public transportation services between the student's residence and the qualified school, "computer hardware and technological devices" (defined) primarily used for an educational purpose, and services provided by a public school, including individual classes and extracurricular programs.

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

Status: 3/14 Senate Second Read; 3/13 Senate First Read; 3/13 Senate FIN Committee, do pass 4-3; 3/7 Transmit to Senate; 3/7 House Third Read, passed 31-29; 3/2 House COW, do pass amended; 2/21 House majority and minority caucus, do pass; 2/21 House RULES Committee,

constitutional and in proper form 8-0; 2/15 House WM Committee, do pass amended 6-4; 1/10 House Second Read; 1/9 House First Read

HB2016:

FOOD HANDLER CERTIFICATES; TRAINING; EXEMPTION

Counties are prohibited from requiring a person who volunteers at a school activity or function where food is being handled or served to obtain a food handler certificate or identification card or participate in a food handler certificate training course.

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

Status: 3/14 Senate majority and minority caucus, do pass; 3/13 Senate RULES Committee, proper for consideration; 3/8 Senate ED Committee, do pass 7-0; 2/28 Senate Second Read; 2/27 Senate First Read; 2/21 Transmit to Senate; 2/21 House Third Read, passed 60-0; 2/14 House majority and minority caucus, do pass; 1/17 House Second Read; 1/11 House First Read

HB2054:

DROPOUT RECOVERY PROGRAMS; REPORT; POSTING

The Arizona Department of Education (ADE) is required to post the annual report on the Dropout Recovery Program on the ADE website.

First sponsor: Rep. Bliss (R - Dist. 1)

Status: 1/18 House Second Read; 1/17 House First Read

HB2057:

CLASSROOM-BASED PREPARATION PROGRAM; EMPLOYMENT

School districts and charter schools are required to classify each candidate enrolled in a classroom based preparation program provided by the district or school as a paid employee.

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

Status: 3/14 Senate majority and minority caucus, do pass; 3/13 Senate RULES Committee, proper for consideration; 3/8 Senate ED Committee, do pass 7-0; 2/28 Senate Second Read; 2/27 Senate First Read; 2/21 Transmit to Senate; 2/21 House Third Read, passed 60-0; 2/14 House majority and minority caucus, do pass; 1/18 House Second Read; 1/17 House First Read

HB2060:

PUBLIC ~~CHARTER~~ SCHOOLS; ~~FINANCIAL~~ REQUIREMENTS; REVISIONS

Charter schools are allowed to designate the uniform system of financial records as prescribed in statute for school districts as the accounting system that the charter school will use to comply with financial data submission requirements and are no longer required to use the uniform system of financial records.

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

Status: 3/14 Senate majority and minority caucus, do pass; 3/13 Senate RULES Committee, proper for consideration; 3/8 Senate ED Committee, do pass 7-0; 3/1 Senate Second Read; 2/28 Senate First Read; 2/23 Transmit to Senate; 2/22 House Third Read, passed 59-0-1; 2/22 House COW, do pass amended; 2/21 House majority and minority caucus, do pass; 2/21 House RULES Committee, constitutional and in proper form 8-0; 2/14 House ED Committee, do pass amended/strike-everything 10-0; 1/18 House Second Read; 1/17 House First Read

HB2068:

TEAM DESIGNATIONS; BIOLOGICAL SEX; REPEAL

Be it enacted by the Legislature of the State of Arizona:

Section 1. Repeal, Section 15-120.02, Arizona Revised Statutes, is repealed.

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

Status: 1/18 House Second Read; 1/17 House First Read

HB2071:**SCHOOLS; CORPORAL PUNISHMENT; PROHIBITION**

A teacher, principal or other school employee is prohibited from subjecting a student to "corporal punishment" (defined).

First sponsor: Rep. Terech (D - Dist. 4)

Status: 1/18 House Second Read; 1/17 House First Read

HB2074:**INNOVATIVE ASSESSMENT PILOT PROGRAM; APPROPRIATIONS**

The State Board of Education is required to conduct a three-year Innovative Assessment Pilot Program during the 2023-2024, 2024-2025 and 2025-2026 school years. The Board is required to issue a request for proposals to contract with the provider of an innovative assessment, and requirements for the assessment are established. Any school operated by a school district or charter school may apply to the Board to participate in the Program, and the Board is required to select a representative sample of schools from among the applicants to participate. The Board is required to submit a report summarizing the results of the Program to the Governor and the Legislature by December 31, 2026. The Program self-repeals April 1, 2027. Appropriates \$750,000 in FY2023-24, \$1.5 million in FY2024-25, and \$1.75 million in FY2025-26 from the general fund to the Board for the Program.

First sponsor: Rep. Terech (D - Dist. 4)

Status: 1/18 House Second Read; 1/17 House First Read

HB2075:**SCHOOL BLUEPRINTS; PUBLIC RECORDS; EXEMPTION**

School building blueprints are not public records and are exempt from public records laws

First sponsor: Rep. Terech (D - Dist. 4)

Status: 2/28 House AD COW, do pass amended; 2/21 House majority and minority caucus, do pass; 2/21 House RULES Committee, constitutional and in proper form 8-0; 2/15 House GOV Committee, do pass 9-0; 1/30 House Second Read; 1/26 House First Read

HB2114:**APPROPRIATION; FINANCIAL AID TRUST FUND**

In addition to any other appropriation made in fiscal year 2023-2024, the sum of \$36,700,000 is appropriated from the state general fund in fiscal year 2023-2024 to the financial aid trust fund established pursuant to section 15-1642, Arizona Revised Statutes. The appropriation made in subsection A of this section is exempt from the provisions of section 35-190, Arizona Revised Statutes, relating to lapsing of appropriations.

First sponsor: Rep. Salman (D - Dist. 8)

Status: 1/24 House Second Read; 1/23 House First Read

HB2140:**SCHOOLS; FEMININE HYGIENE PRODUCTS; APPROPRIATION**

Section 1. Title 15, chapter 1, article 1, Arizona Revised Statutes, is amended by adding section 15-120.04, to read:

A. A school that is operated by a school district or charter school and that serves students in any of grades six through twelve shall make feminine hygiene products available in all women's and gender-neutral restrooms in the school. Notwithstanding any other law, a school that provides feminine hygiene products pursuant to this section may not charge a student or the family of a student for a feminine hygiene product.

B. For the purposes of this section, "feminine hygiene products" includes tampons and sanitary napkins.

Sec. 2. Appropriation; department of education; feminine hygiene products; The sum of \$800,000 is appropriated from the state general fund in fiscal year 2023-2024 to the department of education to distribute to school districts and charter schools to provide feminine hygiene products as prescribed in section 15-120.04, Arizona Revised Statutes, as added by this act.

First sponsor: Rep. Salman (D - Dist. 8)

Status: 1/19 House Second Read; 1/18 House First Read

HB2146:

FULL-DAY KINDERGARTEN STUDENTS; ADM

For the purpose of school funding, the definition of "full-time student" is modified to require a full-day kindergarten program to meet for at least 712 hours during the school year.

First sponsor: Rep. Pawlik (D - Dist. 13)

Status: 1/24 House Second Read; 1/23 House First Read

HB2147:

SCHOOL FUNDING; INFLATION ADJUSTMENT

Beginning in FY2023-24, the Legislature is required to increase the amount of district additional assistance and charter additional assistance by at least two percent. For FY2024-25 and each fiscal year after, the Legislature is required to increase the amount of 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. The amount of district additional assistance and charter additional assistance cannot be reduced below the base level established for FY2023-24.

First sponsor: Rep. Pawlik (D - Dist. 13)

Status: 1/24 House Second Read; 1/23 House First Read

HB2148:

SCHOOL DISTRICTS; EXPENDITURE LIMITATION

For the purpose of calculating the aggregate expenditure limitation for school districts, the "base limit" is changed to the total amount of expenditures of local revenues of all school districts in FY2022-23, instead of FY1979-80. Conditionally enacted on the state Constitution being amended by passage of an unspecified House Concurrent Resolution (blank in original) at the 2024 general election.

First sponsor: Rep. Pawlik (D - Dist. 13)

Status: 1/24 House Second Read; 1/23 House First Read

HB2149:

EXCHANGE PROGRAMS; STUDENT COUNT

Beginning in the 2023-24 school year, school district governing boards may admit nonresident foreign students in exchange programs and are no longer limited to admitted the number of foreign students equal to the number of resident students enrolled in that local education agency who are currently participating in a foreign exchange program. A school district or charter school is authorized to include foreign exchange students in the district's or charter school's student count and obtain state funding for those students.

First sponsor: Rep. Pawlik (D - Dist. 13)

Status: 1/18 House Second Read; 1/17 House First Read

HB2151:

LITERACY ENDORSEMENT; NONCERTIFICATED TEACHERS; REQUIREMENT

Beginning August 1, 2025, the rules adopted by the State Board of Education (SBE) that establish a literacy endorsement for certificated teachers who provide literacy instruction in kindergarten programs or grades one through five must be expanded to include a literacy endorsement or the equivalent for noncertificated teachers who provide literacy instruction in kindergarten programs or grades one through five.

First sponsor: Rep. Pawlik (D - Dist. 13)

Status: 1/18 House Second Read; 1/17 House First Read

HB2155:

MIDDLE SCHOOL STUDENTS; CIVICS; INSTRUCTION

Establishes the Arizona Civics Education and Leadership Development Program within the Arizona Department of Education (ADE) to provide civics education and leadership development training to middle school students who are enrolled in a school district, charter school, or private school in Arizona. ADE is required to develop procedures for eligible nonprofit organizations to apply to be instructional service providers for the Program, and eligibility requirements are listed. By November 1 of each year, each service provider is required to report specified information on the Program to ADE, and ADE is required to compile the reports and submit them to the Governor and the Legislature. Appropriates \$300,000 from the general fund in FY2023-24 to the newly established Arizona Civics Education and Leadership Development Fund for the Program.

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

Status: 1/19 House Second Read; 1/18 House First Read

HB2159:

PROFESSIONAL DEVELOPMENT PERSONNEL; TEACHERS; APPROPRIATION

Appropriates \$3 million from the general fund in FY2023-24 to the Arizona Department of Education (ADE) to distribute to school districts that have a low teacher experience index for the purpose of hiring professional development and support personnel. ADE is required to distribute 50 percent of the monies to school districts in counties with a population of less than 500,000 persons and 50 percent to school districts in counties with a population of 500,000 persons or more. Establishes reporting requirements for fund recipients.

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

Status: 1/24 House Second Read; 1/23 House First Read

HB2160:

SCHOOL MENTAL HEALTH PROFESSIONALS; ACADEMY

Eligible postsecondary institutions are required to implement an Arizona School Mental Health Professionals Academy to incentivize students to enter the school psychology, school social work and school counseling professions and to commit to work as a school psychologist, school social worker or school counselor in public schools in Arizona. The Arizona Board of Regents (ABOR), in consultation with eligible postsecondary institutions, is required to develop and implement centralized administrative processes for the Academy. The Academy may include new or existing pathways to these professions and may include graduate programs but not doctoral programs. Eligible postsecondary institutions are required to provide to each student enrolled in the Academy an annual scholarship in an amount up to the actual cost of tuition and fees for a maximum of three academic years. Establishes scholarship requirements. By March 1, 2024, and each year after, ABOR is required to report specified information on the Academy to the Joint Legislative Budget Committee (JLBC) and the Governor's Office of Strategic Planning and Budgeting (OSPB). Appropriates an unspecified amount (blank in original) from the general fund in FY2023-24 to the newly established Arizona School Mental Health Professionals Academy Fund for the Academy.

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

Status: 1/24 House Second Read; 1/23 House First Read

HB2238:

APPROPRIATION; SCHOOL BREAKFASTS AND LUNCHES

Appropriates \$106 million from the general fund in FY2023-24 to the Superintendent of Public Instruction to provide free breakfasts and lunches to students in kindergarten through 12th grade

in each charter school and school district.

First sponsor: Rep. Aguilar (D - Dist. 26)

Status: 1/24 House Second Read; 1/23 House First Read

HB2291:

SCHOOL DISTRICTS; SUPERINTENDENTS; CONTRACTS

A school district governing board is authorized to rescind or terminate any employment contract between a superintendent and a school district if the board determines that the superintendent has violated a district policy prescribed by the board, or if one or more schools operated by the school district have been assigned a letter grade of D or F for at least three years. If a governing board terminates an employment contract under these circumstances, the superintendent is not entitled to recover damages for the early termination of the contract or compensation for the remainder of the term of employment under the contract. Applies to all new employment contracts entered into after the effective date of this legislation.

First sponsor: Rep. Cook (R - Dist. 7)

Status: 2/28 Senate Second Read; 2/27 Senate First Read; 2/21 Transmit to Senate; 2/21 House Third Read, passed 35-25; 2/21 House COW, do pass amended; 2/14 House majority and minority caucus, do pass; 1/19 House Second Read; 1/18 House First Read

HB2294:

EXPENDITURE LIMITATION; SCHOOL DISTRICTS; REPEAL

Repeals statutes relating to the aggregate expenditure limitation for all school districts. Conditionally enacted on the state Constitution being amended by a vote of the people at the 2024 general election to repeal the expenditure limitation for school districts by passage of an unspecified House Concurrent Resolution (blank in original). If enacted, applies to FY2025-26 and after. Due to voter protection, this legislation requires the affirmative vote of at least 3/4 of the members of each house of the Legislature for passage.

First sponsor: Rep. Cook (R - Dist. 7)

Status: 1/23 House Second Read; 1/19 House First Read

HB2295:

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 the federal National School Lunch and Child Nutrition Acts.

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

Status: 1/24 House Second Read; 1/23 House First Read

HB2311:

SCHOOL BOARD MEMBERS; QUALIFICATIONS; AGE

Establishes a minimum age of 25 for a person to qualify to be a member of a school district governing board. Session law allows 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. Jones (R - Dist. 17)

Status: 1/19 House Second Read; 1/18 House First Read

HB2317:

SCHOOL COUNSELORS; PARENTAL CONSENT

Amending section 15-154, Arizona revised statutes; amending title 15, chapter 5, article 1, Arizona revised statutes, by adding section 15-509; amending section 15-843, Arizona revised statutes; relating to school counseling.

(g) policies on providing parents with school counseling consent forms as required under section 15-509.

A. At the beginning of each school year, each public school that offers the services of a school counselor shall provide the parent of each student enrolled in the public school with a school counseling consent form. Each parent may indicate on the school counseling consent form any topic or topics that the school counselor is prohibited from discussing with the parent's child. Except as prescribed in subsection B of this section, a school counselor may not discuss any topic with a student that the student's parent has indicated on the school counselor consent form.

B. A parent may not prohibit a school counselor from discussing either of the following with the parent's child:

1. any matter that the school counselor would be required to report under section 13-3620.

2. student safety concerns.

First sponsor: Rep. Jones (R - Dist. 17)

Status: 1/19 House Second Read; 1/18 House First Read

HB2345:

EXPENDITURE LIMITATION; SCHOOL DISTRICTS; REPEAL

Repeals statutes relating to the aggregate expenditure limitation for all school districts. Conditionally enacted on the state Constitution being amended by a vote of the people at the 2024 general election to repeal the expenditure limitation for school districts by passage of an unspecified House Concurrent Resolution (blank in original). If enacted, applies to FY2025-26 and after. Due to voter protection, this legislation requires the affirmative vote of at least 3/4 of the members of each house of the Legislature for passage.

First sponsor: Rep. Shah (D - Dist. 5)

Status: 1/30 House Second Read; 1/26 Assigned to House RULES and ED Committees; House First Read

HB2352:

LUNCH DEBT; GRANT PROGRAM; SCHOOLS

Establishes the No Lunch Debt Grant Program, to be administered by the Arizona Department of Education (ADE), to relieve public school students of lunch debt. Each fiscal quarter, a school district or charter school that participates in the federal National School Lunch Program is allowed to apply to ADE for a grant for up to the aggregate amount of student lunch debt that has accrued at the time of the grant application. School districts and charter schools are required to credit grant monies to the meal account of students who incurred the lunch debt. Appropriates \$2 million from the general fund in FY2023-24 to the newly established No Lunch Debt Fund.

First sponsor: Rep. Contreras (D - Dist. 12)

Status: 1/26 House Second Read; 1/25 House First Read

HB2353:

PUPILS; UNPAID SCHOOL MEAL FEES

Public schools are required to ensure that a student whose parent or guardian has not paid the

student's school meal fees is not shamed, treated differently, or served a meal that differs from what a student with no unpaid fees would receive. School personnel and volunteers at a public school that serves meals to students during the instructional day are prohibited from taking disciplinary action against a student that results in the denial or delay of a meal.

First sponsor: Rep. Contreras (D - Dist. 12)

Status: [1/30 House Second Read](#); 1/26 House First Read

HB2354:

LOCAL AGRICULTURE; PUBLIC SCHOOLS; PROGRAM

Establishes the Farm to School Program within the Arizona Department of Agriculture (AZDA) to connect farmers in Arizona with schools in Arizona to provide locally grown agricultural products for inclusion in school meals and strengthen local farming economies. Establishes an 8-member Farm to School Task Force to provide recommendations to AZDA on the Program and related issues. By January 1, 2025 and each year after, the Task Force is required to submit a report of its findings and recommendations to the Governor and the Legislature.

First sponsor: Rep. Contreras (D - Dist. 12)

Status: 1/19 House Second Read; 1/18 House First Read

HB2361:

SCHOOLS; ACADEMIC STANDARDS; SOCIAL STUDIES

The competency requirements for high school graduation that the State Board of Education is required to prescribe for social studies must include the history and contributions of Asian Americans and Pacific Islanders in the U.S. and Arizona. Session law allows SBE to implement this legislation during the next update to the social studies standards.

First sponsor: Rep. Sun (D - Dist. 22)

Status: [1/30 House Second Read](#); [1/26 House First Read](#); 1/26 House First Read

HB2396:

STUDENT ACTIVITY FEES; CONSCIENCE EXEMPTION

The Arizona Board of Regents is required to provide an exemption from the requirements to pay student activity fees if the payment would violate the student's conscience or if the student meets any of a list of reasons for exemption, including objecting on religious or moral grounds, financial hardship, and part-time status.

First sponsor: Rep. Smith (R - Dist. 29)

Status: 1/19 House Second Read; 1/18 House First Read

HB2403:

JROTC; PUBLIC SAFETY ACADEMY; GRANTS

Establishes the Save Our Streets Grant Fund, to be administered by the Arizona Department of Education (ADE) and used to award grants of up to \$250,000 on a first-come, first-served basis to school districts and charter schools to establish a Junior Reserve Officers' Training Corps (JROTC) Program at a high school within the district or charter school, or to establish a Public Safety Teen Academy at any public high school in Arizona to provide students with an opportunity to learn about careers in public safety, which may include training on a number of law enforcement and emergency response skills. Appropriates \$5 million from the general fund in FY2023-24 to the Fund.

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

Status: 1/24 House Second Read; 1/23 House First Read

HB2407:**PRESCHOOL PILOT PROGRAM; APPROPRIATION**

The Arizona Department of Education (ADE) is required to develop a Preschool Pilot Program for providing early childhood education in up to five school districts in Arizona during the 2024-25 through 2026-27 school years. ADE is required to establish application procedures and is required to prioritize school districts that are rural or that have at least 60 percent of enrolled students who are eligible for free or reduced-price lunches under the federal National School Lunch and Child Nutrition Acts. Appropriates \$3 million from the general fund in FY2023-24 to ADE for the Program.

First sponsor: Rep. Terech (D - Dist. 4)

Status: 1/26 House Second Read; 1/25 House First Read

HB2410:**PUBLIC SCHOOLS; CONTRACTS; EARLY TERMINATION**

School district governing boards and charter school governing bodies are required to include in each "administrative contract" (defined) that has a term longer than one year a provision that allows the school district or charter school to rescind or terminate the contract if the charter school or one or more schools operated by the school district have been assigned a letter grade of D or F, and that stipulates that if a contract is terminated under these circumstances, the school district or charter school is not liable for damages for the early termination of the contract or for outstanding obligations under the contract. Applies to any new administrative contract executed after the effective date of this legislation.

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

Status: 1/23 House Second Read; 1/19 House First Read

HB2413:**TEACHERS; WATER CONSERVATION INSTRUCTION; APPROPRIATION**

Establishes the Arizona Water Conservation Instruction Fund, to be administered by the Arizona Department of Education (ADE) to be used for grants for teachers to pay for the costs of attending a professional development training course on providing instruction in water conservation and drought management. The Fund self-repeals January 1, 2031. Appropriates \$100,000 from the general fund in FY2023-24 to the Fund.

First sponsor: Rep. Terech (D - Dist. 4)

Status: 1/23 House Second Read; 1/19 House First Read

HB2428:**PRIVATE UNIVERSITIES; ARIZONA TEACHERS ACADEMY**

A degree-granting private postsecondary educational institution in Arizona that offers postbaccalaureate teacher preparation programs that lead to teacher certification is authorized to participate in the Arizona Teachers Academy (ATA) and receive monies from the ATA Fund. Reimbursement for an ATA scholarship provided by a degree-granting private postsecondary educational institution is prohibited from exceeding the remainder of the average in-state tuition and fees charged by universities under the jurisdiction of the Arizona Board of Regents, minus other gifts and aid awarded to the student.

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

Status: 3/21 Senate majority and minority caucus, do pass; 3/20 Senate RULES Committee, proper for consideration; 3/15 Senate ED Committee, do pass 4-3; 3/7 Senate Second Read; 3/6 Senate First Read; 3/1 Transmit to Senate; 2/28 House Third Read, passed 31-28-1; 2/28 House COW, do pass; 2/14 House majority and minority caucus, do pass; 1/23 House Second Read; 1/19 House

First Read

**HB2436:
STUDY COMMITTEE; EDUCATOR HEALTH INSURANCE**

Establishes a 9-member Study Committee on Educator Health Insurance Costs to examine the costs to both school districts and district employees associated with providing health insurance to district employees and their dependents and recommend ways to provide high quality health insurance in an affordable manner. The Committee is required to submit a report of its findings and recommendations to the Governor and the Legislature by November 1, 2024, and self-repeals November 1, 2025.

First sponsor: Rep. Sandoval (D - Dist. 23)

Status: [2/8 House Second Read](#); [2/7 House First Read](#); 1/12 Introduced

**SB1305 FOR HB2458:
RACE; ETHNICITY; PROHIBITED INSTRUCTION**

A public school, school district, or "state agency" (defined), or an employee of a public school, school district, or state agency is prohibited from providing or allowing any person to provide instruction to students or employees that promotes or advocates for any of a list of concepts related to race and ethnicity, including that one race or ethnic group is inherently morally or intellectually superior to another race or ethnic group, that an individual, by virtue of the individual's race or ethnicity, is inherently racist or oppressive, that an individual, by virtue of the individual's race or ethnicity, bears responsibility or blame for actions committed by other members of the same race or ethnic group, and that academic achievement, meritocracy or traits such as a hard work ethic are racist or were created by members of a particular race or ethnic group to oppress members of another race or ethnic group. A student, employee, or parent of a student is authorized to file a complaint with an appropriate administrator alleging a violation or violations of this prohibition, to appeal an administrator's determination to the school board, and to file a complaint with the State Board of Education (SBE) or State Superintendent of Public Instruction (SSPI) for an alleged violation after the school or agency has had the opportunity to resolve the complaint. If SBE or the SSPI determines a school, district, or agency is in violation, SSE or the SSPI may impose a civil penalty of up to \$5,000 per violation. Employees may be subject to disciplinary action, including the suspension or revocation of the person's teacher certificate.

First sponsor: Rep. Pingerelli (R - Dist. 28)

Status: [3/9 Governor action, vetoed](#); [2/21 House COW, do pass](#); [2/14 House majority and minority caucus, do pass](#); 1/23 House Second Read; 1/19 House First Read

**HB2459:
SCHOOLS; GOVERNING BOARD MEMBERS; EMPLOYMENT**

A school district is prohibited from employing, including through a third-party contractor that provides services to the school district, any person who served as a member of the school district governing board during the preceding two years.

First sponsor: Rep. Pingerelli (R - Dist. 28)

Status: [3/14 Senate majority and minority caucus, do pass](#); [3/13 Senate RULES Committee, proper for consideration](#); [3/8 Senate ED Committee, do pass 4-3](#); [2/28 Senate Second Read](#); [2/27 Senate First Read](#); [2/21 Transmit to Senate](#); [2/21 House Third Read, passed 33-27](#); [2/14 House majority and minority caucus, do pass](#); 1/23 House Second Read; 1/19 House First Read

**HB2460:
SUSPENSION; REQUIREMENTS; K-4 STUDENTS**

Statutory requirements that must be met in order to suspend or expel a student in kindergarten through fourth grade do not apply to a suspension for two days or less or to an expulsion required due to a student bringing a firearm to school.

First sponsor: Rep. Pingerelli (R - Dist. 28)

Status: 3/13 Senate RULES Committee, proper for consideration; 3/8 Senate ED Committee, do pass 4-3; 2/28 Senate Second Read; 2/27 Senate First Read; 2/21 Transmit to Senate; 2/21 House Third Read, passed 41-19; 2/14 House majority and minority caucus, do pass; 1/24 House Second Read; 1/23 House First Read

HB2474:

SCHOOL IMMUNIZATIONS; EXCLUSIONS

An immunization for which a U.S. Food and Drug Administration emergency use authorization has been issued is not required for school attendance.

First sponsor: Rep. Montenegro (R - Dist. 29)

Status: 3/14 Senate majority and minority caucus, do pass; 3/13 Senate RULES Committee, proper for consideration; 3/7 Senate HHS Committee, do pass 4-3; 2/28 Senate Second Read; 2/27 Senate First Read; 2/21 Transmit to Senate; 2/21 House Third Read, passed 31-28-1; 2/14 House majority and minority caucus, do pass; 1/23 House Second Read; 1/19 House First Read

HB2513:

SCHOOLS; INSTRUCTION; NATIVE AMERICAN EXPERIENCE

Beginning in the 2025-2026 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 2024, 2025 and 2026.

First sponsor: Rep. Peshlakai (D - Dist. 6)

Status: 1/23 House Second Read; 1/19 House First Read

HB2514:

DAILY ROUTE MILEAGE; CALCULATION

If the daily route mileage of a school district is lower in FY2022-23 than it was in FY2018-19, the daily route mileage of the school district for FY2023-24 used to calculate the transportation support level in FY2023-24 is the daily route mileage from FY2018-19.

First sponsor: Rep. Peshlakai (D - Dist. 6)

Status: 1/23 House Second Read; 1/19 House First Read

HB2523:

SCHOOLS; PLEDGE OF ALLEGIANCE; REQUIREMENT

Every student in kindergarten through grade 12 is required to recite the Pledge of Allegiance to the United States flag during time set aside each day at all school districts and charter schools in Arizona. At the request of a student's parent or of a student who is at least 18 years of age, the student must be excused from this requirement.

First sponsor: Rep. Parker (R - Dist. 10)

Status: 3/22 Senate ED Committee, do pass 4-3; 2/28 Senate Second Read; 2/27 Senate First Read; 2/21 Transmit to Senate; 2/21 House Third Read, passed 31-29; 2/14 House majority and minority caucus, do pass; 1/24 House Second Read; 1/23 House First Read

HB2533:

CLASSROOM INSTRUCTION; POSTING REQUIREMENTS

Amending section 15-102, Arizona revised statutes; amending title 15, chapter 1, article 8, Arizona revised statutes, by adding section 15-189.08; relating to classroom instruction.

Each school district (and charter school) shall post an electronic copy of all of the following on its website free of charge:

- (a) each educational course of study offered by each school in the school district.
- (b) a list of all learning materials, including the source of any supplemental educational materials, that are being used in each school in the school district.
- (c) each lesson plan that is being used or implemented in each school in the school district.

First sponsor: Rep. Gillette (R - Dist. 30)

Status: 3/14 Senate Second Read; 3/13 Senate First Read; 3/2 Transmit to Senate; 3/1 House Third Read, passed 31-28-1; 3/1 House COW, do pass; 2/27 House majority and minority caucus, do pass; 2/14 House ED Committee, do pass 6-3; 1/26 House Second Read; 1/25 House First Read

HB2737:

APPROPRIATION; SCHOOLS; PREMIUM SUBSIDY; RETENTION

Appropriates \$10,000,000 from the state General Fund (GF) to the Arizona Department of Education (ADE) for an Insurance Premium Subsidy Retention Grant Program (Program). Directs ADE to award grants to school districts and charter holders for employee health and dental insurance premium subsidies for eligible teachers and support staff members.

First sponsor: Rep. Shah (D - Dist. 5)

Status: 2/20 House APPROP Committee, do pass amended 12-3; 2/8 House Second Read; 2/7 House First Read

HB2748:

PUBLIC SCHOOLS; STUDENT DISCIPLINE; ABSENTEEISM

School districts and charter schools are prohibited from imposing suspension as a penalty for a student's unexcused absence or absences.

First sponsor: Rep. Terech (D - Dist. 4)

Status: 2/14 House ED Committee, do pass 6-3-0-1; 2/13 House Second Read; 2/9 House First Read

HB2800:

APPROPRIATION; SCHOOLS; PREMIUM SUBSIDY; RETENTION

Sec. 2. Title 15, chapter 2, article 2, Arizona revised statutes, is amended by adding section 15-248.01, to read:

15-248.01. TEACHERS; BASE SALARY INCREASES; PAY TEACHERS FIRST FUND; ANNUAL ESTIMATE; DEFINITIONS

A. Regardless of whether a school district or charter school receives monies from the fund established by subsection E of this section, each school district and charter school in this state shall revise its salary schedule or schedules to increase the base salary of all eligible teachers who are or will be employed by a school operated by the school district or charter school as follows:

- 1. In fiscal year 2023-2024, \$5,000 above the base salary of fiscal year 2022-2023.
- 2. In fiscal year 2024-2025, \$10,000 above the base salary of fiscal year 2022-2023.

B. The base salary increases required under subsection A of this section must be the same amount for each eligible teacher without regard to teacher experience levels or teaching

assignments.

...

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

Status: 3/14 House majority and minority caucus, do pass; 3/13 House RULES Committee, constitutional and in proper form 7-0-0-1; 2/20 House APPROP Committee, do pass 10-5; 2/13 House Second Read; 2/9 House First Read

**HB2808:
PUBLIC RECORDS; TIME FRAME**

A custodian of public records is required to furnish copies, printouts, or photographs within five business days after receiving a request for the records. Allows an entity to extend the time for a response for specified reasons. A public body in violation of public records request laws is subject to a civil penalty of \$500 for each day the request is unfulfilled, for up to a total of \$5,000.

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

Status: 3/21 Senate Second Read; 3/20 Senate First Read; 3/9 Transmit to Senate; 3/9 House Third Read, passed 57-0-3 amended; 3/9 House COW, do pass amended, amended by GOV, SUB Floor Amend to GOV - passed; 3/7 House majority and minority caucus, do pass; 2/15 House GOV Committee, do pass amended 9-0; 2/8 House Second Read; 2/7 House First Read

**HCR2001 for SCR1009:
SCHOOL DISTRICT EXPENDITURES; AUTHORIZATION**

The Legislature authorizes school districts to spend local revenues in the amount of \$1,385,809,642 in excess of the expenditure limitation prescribed pursuant to the state Constitution in FY2022-23. This authorization is effective only on the approval of this resolution by at least 2/3 of the membership of each house of the Legislature by roll call vote on or before March 1, 2023.

First sponsor: Rep. Cook (R - Dist. 7)

Status: 2/9 Transmit to Secretary of State; 2/8 Transmit to House; 2/8 Senate Third Read, passed 23-7; 2/7 Transmit to Senate; 2/7 House Third Read, passed 46-14; 2/6 House majority caucus, do pass; 1/10 House Second Read; 1/9 House First Read

**HCR2005:
SCHOOL DISTRICTS; EXPENDITURE LIMITATION; REPEAL**

The 2024 general election ballot is to carry the question of whether to amend the state Constitution to repeal the expenditure limitation for school districts. Applies to FY2025-26 and after.

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

Status: 1/24 House Second Read; 1/23 House First Read

**HCR2015:
SCHOOL DISTRICTS; EXPENDITURE LIMITATION; REPEAL**

The 2024 general election ballot is to carry the question of whether to amend the state Constitution to repeal the expenditure limitation for school districts. Applies to FY2025-26 and after.

First sponsor: Rep. Cook (R - Dist. 7)

Status: 1/23 House Second Read; 1/19 House First Read

**HCR2022:
SCHOOL DISTRICTS; EXPENDITURE LIMITATION; REPEAL**

The 2024 general election ballot is to carry the question of whether to amend the state Constitution to repeal the expenditure limitation for school districts. Applies to FY2025-26 and after.

First sponsor: Rep. Shah (D - Dist. 5)

Status: 1/30 House Second Read; 1/26 House First Read

HCR2026:**SCHOOLS; ENGLISH LANGUAGE LEARNERS; REQUIREMENTS**

The 2024 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. Sandoval (D - Dist. 23)

Status: 1/30 House Second Read; 1/26 House First Read

SENATE BILLS**SB1001:****PRONOUNS; BIOLOGICAL SEX; SCHOOL POLICIES**

An employee or independent contractor of a school district or charter school is prohibited from knowingly addressing or referring to a student who is under 18 years of age by a pronoun that differs from the student's biological sex without written permission from the student's parent. A school district or charter school is prohibiting from requiring an employee or independent contractor to address or refer to a person by a pronoun that differs from the person's biological sex if doing so is contrary to the employee's or contractor's religious or moral convictions. School boards are required to adopt policies to implement these requirements.

First sponsor: Sen. Kavanagh (R - Dist. 3)

Status: 3/8 House Second Read; 3/7 House First Read; 3/2 Transmit to House; 3/1 Senate Third Read, passed 16-12-2; 3/1 COW action, do pass amended; 2/28 Senate majority and minority caucus, do pass; 2/27 Senate RULES Committee, proper for consideration 4-3; 1/18 Senate ED Committee, do pass amended 4-3; 1/11 Senate Second Read; 1/10 Senate First Read

SB1005:**UNJUSTIFIED ACTIONS; PARENTAL RIGHTS**

Except in "unjustified actions" (defined elsewhere in statute), the court is prohibited from granting attorney fees, expenses, or damages to a governmental entity or official for a claim or defense asserted in a suit brought by a parent based on a violation of statutory parental rights.

First sponsor: Sen. Kavanagh (R - Dist. 3)

Status: 3/21 House majority and minority caucus, do pass; 3/20 House RULES Committee, constitutional and in proper form 8-0; 3/15 House JUD Committee, do pass 5-2-0-1; 2/28 House Second Read; 2/27 House First Read; 2/16 Transmit to House; 2/16 Senate Third Read, passed 16-12-2; 2/16 COW action; 2/7 Senate majority and minority caucus, do pass; 1/11 Senate Second Read; 1/10 Senate First Read

SB1040:**PUBLIC SCHOOLS; RESTROOMS; REASONABLE ACCOMMODATION**

A public school is required to provide a reasonable accommodation to any person who is unwilling or unable to use either a multi-occupancy restroom or changing facility designated for the person's "sex" (defined) and located in a public school building or multi-occupancy sleeping quarters while attending a public school-sponsored activity, and who requests in writing a reasonable accommodation from the public school. Any person whose written request for a reasonable accommodation is denied by the public school has a private cause of action against the public school unless the public school can demonstrate that the accommodation would cause an undue hardship. Any person who encounters a person of the opposite sex in a multi-occupancy restroom

or changing facility designated for the person's sex and located in a public school building or who is required by a public school to share sleeping quarters with a person of the opposite sex has a private cause of action against the public school if the public school gave the person of the opposite sex permission to use the restroom, changing facility, or sleeping quarters.

First sponsor: Sen. Kavanagh (R - Dist. 3)

Status: 3/8 House Second Read; 3/2 House First Read; 3/1 Transmit to House; 2/28 Senate Third Read, passed 16-14; 2/28 CO, do pass; 2/21 Senate majority and minority caucus, do pass; 2/20 Senate RULES Committee, proper for consideration 4-3; 2/15 Senate ED Committee, do pass 4-2-1; 2/1 Senate Second Read; 1/31 Senate First Read

SB1042:

SCHOOL DISTRICTS; AGGREGATE EXPENDITURE LIMITATION

For the purpose of calculating the aggregate expenditure limitation for school districts, the "base limit" is changed to the total amount of expenditures of local revenues of all school districts in FY2024-25, instead of FY1979-80. Conditionally enacted on the state Constitution being amended by passage of an unspecified Senate Concurrent Resolution (blank in original) at the 2024 general election. Applies to fiscal years beginning July 1, 2025, and after.

First sponsor: Sen. Marsh (D - Dist. 4)

Status: 1/11 Introduced

SB1043:

EXPENDITURE LIMITATION; SCHOOL DISTRICTS; REPEAL

Repeals statutes relating to the aggregate expenditure limitation for all school districts. Conditionally enacted on the state Constitution being amended by a vote of the people at the 2024 general election to repeal the expenditure limitation for school districts by passage of an unspecified Senate Concurrent Resolution (blank in original). If enacted, applies to FY2025-26 and after. Due to voter protection, this legislation requires the affirmative vote of at least 3/4 of the members of each house of the Legislature for passage.

First sponsor: Sen. Marsh (D - Dist. 4)

Status: 1/11 Introduced

SB1044:

STUDENT DISCIPLINE; NONATTENDANCE; SUSPENSION; REQUIREMENTS

If a student is suspended from school for nonattendance, including being truant or having an unexcused absence for less than one class period during the day, the person imposing the suspension is required to transfer the suspended student to a location on school premises that is isolated from other students and provide the suspended student with academic work during the suspension period.

First sponsor: Sen. Kavanagh (R - Dist. 3)

Status: 2/28 House Second Read; 2/27 House First Read; 2/21 Transmit to House; 2/21 Senate Third Read, passed 16-13-1; 2/21 Senate COW, do pass amended; 2/7 Senate majority and minority caucus, do pass; 1/23 Senate Second Read; 1/19 Senate First Read

SB1054:

MIDDLE SCHOOL STUDENTS; CIVICS; INSTRUCTION

Establishes the Arizona Civics Education and Leadership Development Program within the Arizona Department of Education (ADE) to provide civics education and leadership development training to middle school students who are enrolled in a school district, charter school, or private school in Arizona. ADE is required to develop procedures for eligible nonprofit organizations to apply to be instructional service providers for the Program, and eligibility requirements are listed.

By November 1 of each year, each service provider is required to report specified information on the Program to ADE, and ADE is required to compile the reports and submit them to the Governor and the Legislature. Appropriates \$300,000 from the general fund in FY2023-24 to the newly established Arizona Civics Education and Leadership Development Fund for the Program.

First sponsor: Sen. Gowan (R - Dist. 19)

Status: 3/21 House Second Read; 3/20 House First Read; 3/16 Transmit to House; 3/16 Senate Third Read, passed 16-12-2; 3/15 Senate COW, do pass amended; 2/21 Senate majority and minority caucus, do pass; 2/20 Senate RULES Committee, proper for consideration; 2/14 Senate APPROP Committee, do pass amended 8-2; 2/2 Senate ED Committee, do pass amended 5-2; 1/23 Senate Second Read; 1/19 Senate First Read

SB1146:

DIVESTMENT; K-12; ABORTION; EXPLICIT MATERIAL

The State Board of Investment is required to adopt a policy, and submit a copy of the policy to the Legislature, regarding companies that donate to or invest in organizations that promote, facilitate or advocate for abortions for minors, and companies that donate to or invest in organizations that promote, facilitate or advocate for the inclusion of, or the referral of students to, "sexually explicit material" (defined) in kindergarten programs or any of grades 1 through 12. The policy must include the procedure to identify these companies and a process for divestment from the companies identified. The State Treasurer is required to divest from the companies identified.

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

Status: 3/21 House majority and minority caucus, do pass; 3/20 House RULES Committee, constitutional and in proper form 8-0; 3/15 House GOV Committee, do pass 5-4; 3/8 House Second Read; 3/7 House First Read; 3/2 Transmit to House; 3/1 Senate Third Read, passed 16-12-2; 2/28 Senate COW, do pass; 2/21 Senate majority and minority caucus, do pass; 2/20 Senate RULES Committee, proper for consideration; 2/13 Senate FIN Committee, do pass 4-3; 1/25 Senate Second Read; 1/24 Senate First Read

SB1163:

BOND OR OVERRIDE; CONTRACTS; PROHIBITION

Amending title 15, chapter 4, article 1, Arizona Revised Statutes, by adding section 15-408; relating to school elections.

Notwithstanding any other law, if a person makes a contribution to an entity promoting the passage of a bond or override as prescribed in article 4 or 5 of this chapter and the bond or override is approved by a vote of qualified electors, the person who makes the contribution may not bid on a contract that is funded as a result of the bond or override.

First sponsor: Sen. Kaiser (R - Dist. 2)

Status: 3/21 House Second Read; 3/20 House First Read; 2/23 Transmit to House; 2/22 Senate Third Read, passed 16-13-1; 2/22 Senate COW, do pass; 2/14 Senate majority and minority caucus, do pass; 1/26 Senate Second Read; 1/25 Senate First Read

SB1174:

AVERAGE DAILY MEMBERSHIP; STUDENT WITHDRAWALS

Amending section 15-901, Arizona Revised Statutes; relating to school district budgets.

A. In this title, unless the context otherwise requires:

1. "Average daily membership" means the total enrollment of fractional students and full-time students, minus withdrawals, of each school day through the first one hundred days or two hundred days in session, as applicable, for the current year. FOR THE PURPOSES OF THIS PARAGRAPH, "withdrawals" ~~include~~ MEANS students who are formally withdrawn from schools ~~and~~ OR students who are absent

for ten consecutive school days, except for excused absences identified by the department of education.

First sponsor: Sen. Kavanagh (R - Dist. 3)

Status: 3/21 House majority and minority caucus, do pass; 3/20 House RULES Committee, constitutional and in proper form 8-0; 3/14 House ED Committee, do pass 10-0; 2/28 House Second Read; 2/27 House First Read; 2/21 Transmit to House; 2/21 Senate Third Read, passed amended 20-9-1; 2/21 Senate COW, do pass amended; 2/14 Senate majority and minority caucus, do pass; 1/31 Senate Second Read; 1/30 Senate First Read

SB1205:

FOSTER CHILDREN; EDUCATION; BEST INTEREST

Within five days after a child enters foster care or if a child's placement changes, the child's caseworker, primary caregiver, representatives from the child's school of origin, and representatives from the child's potential new educational institution are required to determine which educational placement is in the best interest of the child. The Department of Child Safety is required to ensure that a child receives transportation to the educational institution determined to be in the child's best interest, including a charter school or educational institution located outside of the child's current school district.

First sponsor: Sen. Kaiser (R - Dist. 2)

Status: 3/22 House Second Read; 3/21 House First Read; 3/15 Transmit to House; 3/15 Senate Third Read, passed 27-0-3; 3/14 Senate COW, do pass amended; 2/21 Senate majority and minority caucus, do pass; 2/14 Senate APPROP Committee, do pass amended 7-3; 2/2 Senate ED Committee, do pass amended 7-0; 1/31 Senate Second Read; 1/30 Senate First Read

SB1253:

SEX OFFENDER REGISTRATION; SCHOOL NOTIFICATION

Amending title 13, chapter 38, article 3, Arizona Revised Statutes, by adding section 13-3828; relating to the registration of sex offenders.

A person who is required to register pursuant to section 13-3821 and who is the legal guardian of a student at a public or private school shall annually provide a notice of the person's registration status to the public or private school.

First sponsor: Sen. Shamp (R - Dist. 29)

Status: 3/14 House majority and minority caucus, do pass; 3/13 House RULES Committee, constitutional and in proper form 7-0-0-1; 3/8 House JUD Committee, do pass 4-3-0-1; 3/1 House Second Read; 2/28 House First Read; 2/27 Transmit to House; 2/27 Senate Third Read, passed 16-13-1; 2/27 Senate COW, do pass amended; 2/21 Senate majority and minority caucus, do pass; 2/20 Senate RULES Committee, proper for consideration; 2/16 Senate JUD Committee, do pass amended 4-3; 1/31 Senate Second Read; 1/30 Senate First Read

SB1270:

OPEN MEETINGS; CAPACITY

Schools, school boards, executive boards, and municipalities are required to provide for an amount of seating sufficient to accommodate the reasonably anticipated attendance of all persons desiring to attend the deliberations and proceedings, when feasible. The agenda for a public meeting is required to include notice of the time that the public will have physical access to the meeting place.

First sponsor: Sen. Kavanagh (R - Dist. 3)

Status: 3/21 House majority and minority caucus, do pass; 3/20 House RULES Committee, constitutional and in proper form 8-0; 3/15 House GOV Committee, do pass 9-0; 3/8 House Second Read; 3/2 House First Read; 3/1 Transmit to House; 2/28 Senate Third Read, passed 16-14; 2/27

Senate COW, do pass amended; 2/21 Senate majority and minority caucus, do pass; 2/20 Senate RULES Committee, proper for consideration; 2/15 Senate GOV Committee, do pass 5-2-1; 1/31 Senate Second Read; 1/30 Senate First Read

SB1305: FOR HB2458
RACE; ETHNICITY; PROHIBITED INSTRUCTION

A public school, school district, or "state agency" (defined), or an employee of a public school, school district, or state agency is prohibited from providing or allowing any person to provide instruction to students or employees that promotes or advocates for any of a list of concepts related to race and ethnicity, including that one race or ethnic group is inherently morally or intellectually superior to another race or ethnic group, that an individual, by virtue of the individual's race or ethnicity, is inherently racist or oppressive, that an individual, by virtue of the individual's race or ethnicity, bears responsibility or blame for actions committed by other members of the same race or ethnic group, and that academic achievement, meritocracy or traits such as a hard work ethic are racist or were created by members of a particular race or ethnic group to oppress members of another race or ethnic group. A student, employee, or parent of a student is authorized to file a complaint with an appropriate administrator alleging a violation or violations of this prohibition, to appeal an administrator's determination to the school board, and to file a complaint with the State Board of Education (SBE) or State Superintendent of Public Instruction (SSPI) for an alleged violation after the school or agency has had the opportunity to resolve the complaint. If SBE or the SSPI determines a school, district, or agency is in violation, SBE or the SSPI may impose a civil penalty of up to \$5,000 per violation. Employees may be subject to disciplinary action, including the suspension or revocation of the person's teacher certificate.

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

Status: 3/9 Governor vetoed; 3/6 Transmitted to Governor; 2/21 Transmit to Senate; 2/21 House Third Read, passed 31-29; 2/16 Transmit to House; 2/16 Senate Third Read, passed 16-12-2; 2/16 Senate COW, do pass; 2/14 Senate majority and minority caucus, do pass; 2/13 Senate RULES Committee, proper for consideration 4-3; 2/8 Senate ED Committee, do pass 4-3; 1/31 Senate Second Read; 1/30 Senate First Read

SB1323:
SCHOOLS; SEXUALLY EXPLICIT MATERIALS; CLASSIFICATION

Amending section 15-120.03, Arizona Revised Statutes; relating to public schools.

- C. An employee or independent contractor of a public school who violates this section is guilty of a class 5 felony.

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

Status: 3/21 House Second Read; 3/20 House First Read; 3/9 Transmit to House; 3/9 Senate Third Read, passed 16-13-1; 3/9 COW action, do pass; 3/7 Senate majority and minority caucus, do pass; 3/6 Senate RULES Committee, proper for consideration 4-3; 2/16 Senate JUD Committee, do pass 4-3; 1/31 Senate Second Read; 1/30 Senate First Read

SB1331:
SCHOOLS; PARENTS; FIREARM POSSESSION

The governing board of an educational institution is prohibited from adopting or enforcing any policy or rule that restricts or prohibits the parent of a student of the educational institution from carrying or transporting a firearm on the property of and in an educational institution if the parent possesses a valid concealed weapons permit.

First sponsor: Sen. Shamp (R - Dist. 29)

Status: 3/14 House majority and minority caucus, do pass; 3/13 House RULES Committee, constitutional and in proper form 7-0-0-1; 3/8 House JUD Committee, do pass 5-3; 2/28 House Second Read; 2/27 House First Read; 2/21 Transmit to House; 2/21 Senate Third Read, passed 16-13-1; 2/21 Senate COW, do pass amended; 2/14 Senate majority and minority caucus, do pass; 2/13 Senate RULES Committee, proper for consideration 4-3; 2/8 Senate ED Committee, do pass 4-3; 2/1 Senate Second Read; 1/31 Senate First Read

SB1350:

SCHOOLS; IMMUNIZATION RATE; WEBSITE POSTING

Amending title 15, chapter 1, article 1, Arizona Revised Statutes, by adding section 15-120.04; relating to school information.

Each public school, including each charter school, that maintains a website shall post on the website the immunization rate of students who are enrolled at the school.

First sponsor: Sen. Mendez (D - Dist. 8)

Status: 2/9 Senate Second Read; 2/2 Senate First Read

SB1410:

VIOLATIONS OF STATE LAW; SCHOOLS

At the request of a member of the Legislature, the Attorney General is required to investigate any official action taken by a school district or charter school governing board that the member alleges violates state law or the state Constitution. If the Attorney General concludes that there is a violation, the Attorney General is required to notify the school district or charter school of the violation by certified mail. If the school district or charter school fails to resolve the violation within 30 days, the Attorney General is required to notify the Arizona Department of Education (ADE), and ADE must withhold 10 percent of the monthly Classroom Site Fund monies that the school district or charter school is eligible to receive, with some exceptions, for each month the violation continues. The Attorney General is required to continue to monitor the response of the school district or charter school, and when the violation is resolved, is required to notify the Governor and the Legislature, and to notify ADE to stop withholding monies to the school district or charter school. A school district or charter school that has Classroom Site Fund monies withheld is prohibited from reducing the pay or benefits of an employee who is a teacher, instructional staff or classified staff in any manner during the same fiscal year that the monies were withheld.

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

Status: 3/8 House Second Read; 3/7 House First Read; 3/7 Transmit to House; 3/6 Senate Third Read, passed 16-13-1; 3/6 Senate COW, do pass; 2/28 Senate COW, retained; 2/21 Senate majority and minority caucus, do pass; 2/20 Senate RULES Committee, proper for consideration; 2/15 Senate ED Committee, do pass 4-3; 2/9 Senate Second Read; 2/2 Senate First Read

SB1417:

STUDENTS WITH DISABILITIES; DIAPER CHANGES

Amending title 15, chapter 7, article 4, Arizona Revised Statutes, by adding section 15-763.02; relating to special education for exceptional children.

The policies and procedures developed pursuant to section 15-763, subsection A and the guidelines adopted pursuant to section 15-763, subsection B shall include the following provisions for situations in which a child with a disability wears a diaper and requires assistance to change the diaper:

1. The parent of the child with a disability may request that any individual who changes or assists in changing the diaper be a person of the same biological sex as the child with a disability.

2. The parent of the child with a disability has a right to meet each individual who changes or assists in changing the diaper.
3. The parent of the child with a disability may review records or log entries related to diaper changes for the parent's child with a disability, including the name of the individual or individuals who change or assist in changing the diaper.

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

Status: [2/28 House Second Read](#); [2/27 House First Read](#); [2/23 Transmit to House](#); [2/22 Senate Third Read, passed 19-10-1](#); [2/22 Senate COW, do pass amended](#); [2/14 Senate majority and minority caucus, do pass](#); [2/2 Senate Second Read](#), [2/1 Senate First Read](#)

SB1425:

HIGH SCHOOLS; GRADUATION REQUIREMENTS

Amending sections 15-701.01 and 15-718, Arizona Revised Statutes; relating to school curricula. Section 1. Section 15-701.01, Arizona Revised Statutes, is amended to read:

4. Include in the competency requirements for social studies prescribed in paragraph 2 of this subsection a requirement that, in order to graduate from high school or obtain a high school equivalency diploma, a pupil must successfully complete a course or courses that provide the instruction on both of the following:

- (a) American government, including the civics education prescribed in sections 15-710 and 15-718.
- (b) American history, including the Revolutionary War, the Civil War, World War I and World War II.

Sec. 2. Section 15-718, Arizona Revised Statutes, is amended to read:

- (a) The original intent of the founding documents and principles of the United States as found in source documents, including the United States Constitution and amendments to the Constitution, with emphasis on each of the ten amendments that make up the Bill of Rights, and the arguments presented in the Federalist papers.

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

Status: [3/8 House Second Read](#); [3/7 House First Read](#); [3/3 Transmit to House](#); [3/2 Senate Third Read, passed 16-14](#); [3/1 Senate COW, do pass amended](#); [2/21 Senate majority and minority caucus, do pass](#); [2/20 Senate RULES Committee, proper for consideration](#); [2/15 Senate ED Committee, do pass 4-3](#); [2/2 Senate Second Read](#), [2/1 Senate First Read](#)

SB1496:

TEACHER SALARY INCREASES; BASE LEVEL.

Amending Title 15, chapter 9, article 1, Arizona Revised Statutes, by adding section 15-901.04; relating to school finance.

A. In addition to any other base-level increase provided for fiscal year 2023-2024, the base level for fiscal year 2023-2024 prescribed in section 15-901, subsection b, paragraph 2 shall be increased by _____ to raise the average salary of teachers in this state to equal the median salary of public schoolteachers in the United States.

B. For the purposes of this section, "teacher" means any non-administrative personnel who instruct students or support student academic achievement as prescribed by the school district governing board or charter school governing body, including certified teachers, classroom teachers, early childhood teachers, mentor teachers, instructional coaches, and academic interventionists.

First sponsor: Sen. Marsh (D - Dist. 4)

Status: [2/9 Senate Second Read](#); [2/2 Senate First Read](#)

SB1551:**SCHOOLS; CORPORAL PUNISHMENT; PROHIBITION.**

Sec. 2. Title 15, chapter 1, article 1, Arizona Revised Statutes, is amended by adding section 15-120.04, to read:

A. A teacher, principal or other person employed by a school district or charter school may not subject a student to corporal punishment. The prohibition on corporal punishment does not prevent the use of restraint or seclusion techniques that comply with section 15-105. In determining whether a person was complying with a restraint or seclusion technique, consideration shall be given to reasonable judgments that were made at the time of the event by a teacher, principal or other person employed by the school district or charter school.

B. For the purposes of this section, "corporal punishment":

1. Means inflicting, or causing the infliction of, physical pain on a student as a means of discipline.
2. Does not include physical pain, injury or discomfort caused by using incidental, minor, or reasonable physical contact or other actions designed to maintain order, control and safety in the school or classroom setting.

First sponsor: Sen. Alston (D - Dist. 5)

Status: [2/9 Senate Second Read](#); [2/2 Senate First Read](#)

SB1557:**SCHOOLS; ACADEMIC STANDARDS; SOCIAL STUDIES**

The competency requirements for high school graduation that the State Board of Education is required to prescribe for social studies must include the history and contributions of Asian Americans and Pacific Islanders in the U.S. and Arizona.

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

Status: [2/15 Senate ED Committee, do pass 6-1](#); [2/9 Senate Second Read](#); [2/2 Senate First Read](#)

SB1564:**NONPUBLIC SCHOOL STUDENTS; INTERSCHOLASTIC ACTIVITIES**

Students who are educated using an empowerment scholarship account or at a private school with fewer than 100 enrolled students must be allowed to try out for interscholastic activities on behalf of a public school in the same manner as a student enrolled in that public school.

First sponsor: Sen. Kaiser (R - Dist. 2)

Status: [3/14 House majority and minority caucus, do pass](#); [3/13 House RULES Committee, constitutional and in proper form 7-0-0-1](#); [3/7 House ED Committee, do pass amended/strike-everything 5-4-1](#); [2/28 House Second Read](#); [2/27 House First Read](#); [2/23 Transmit to House](#); [2/22 Senate Third Read, passed 16-13-1](#); [2/21 Senate COW, do pass amended](#); [2/14 Senate majority and minority caucus, do pass](#); [2/13 Senate RULES Committee, proper for consideration](#); [2/8 Senate ED Committee, do pass amended 4-3](#); [2/2 Senate Second Read](#); [2/1 Senate First Read](#)

SB1607:**STUDENTS WITH DISABILITIES; BODY CAMERAS**

Section 1. Title 15, chapter 7, article 4, Arizona Revised Statutes, is amended by adding section 15-773.01, to read:

Notwithstanding any other law, the parent of a child with a disability may use a body camera that the parent harnesses to the chest of the child with a disability to ensure that the child with a disability is properly treated and is safe and healthy while at school.

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

Status: [2/9 Senate Second Read](#); [2/2 Senate First Read](#)

SB1647:

PREGNANT EMPLOYEES; REASONABLE ACCOMMODATIONS

Section 1. Title 23, chapter 2, article 1, Arizona Revised Statutes, is amended by adding section 23-207, to read:

- A. An employer that employs fifteen or more employees shall provide a reasonable accommodation for pregnant employees unless that accommodation would impose an undue hardship on the business. The reasonable accommodation may include any of the following:
 - 1. Acquisition or modification of equipment or devices.
 - 2. More frequent break periods or additional restroom, food or water breaks.
 - 3. Assistance with manual labor.
 - 4. A private area for breastfeeding after childbirth.
 - 5. Modification of work schedules or job assignments.
 - 6. Scheduling flexibility to accommodate prenatal health care visits.
- B. An employer may not require the employee to use annual, vacation or sick leave if a reasonable accommodation can be made.
- C. An employer shall conspicuously post notice of the employer's requirement to provide a reasonable accommodation to a pregnant employee and include a copy of that information in the employee handbook.
- D. An employer shall provide written notice to:
 - 1. Newly hired employees at the time of hire.
 - 2. Current employees within one hundred eighty days after the effective date of this section.
 - 3. Pregnant employees within ten days after the employee informs the employee's employer of the pregnancy.

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

Status: [2/9 Senate Second Read](#); [2/2 Senate First Read](#)

SB1649:

SCHOOL PERSONNEL; EMERGENCY GLUCAGON ADMINISTRATION

Pursuant to a standing order issued by the chief medical officer of a county health department, a licensed physician, nurse practitioner, or a nurse who is under contract with or is an employee of a school district or charter school and who is trained in the administration of glucagon may administer or assist in the administration of glucagon to a student or an adult whom the employee believes in good faith to be exhibiting symptoms of hypoglycemia while at school or at a school-sponsored activity. Chief medical officers of county health departments, licensed physicians, licensed nurse practitioners, school districts, charter schools, and employees of school districts and charter schools are immune from civil liability with respect to all decisions made and actions taken that are based on good faith implementation of these requirements, except in cases of gross negligence, willful misconduct or intentional wrongdoing.

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

Status: [3/22 House Second Read](#); [3/21 House First Read](#); [3/20 Transmit to House](#); [3/20 Senate Third Read](#), passed 26-2-2; [3/14 Senate COW](#), do pass amended; [2/21 Senate majority and minority caucus](#), do pass; [2/20 Senate RULES Committee](#), proper for consideration; [2/15 Senate ED Committee](#), do pass 7-0; [2/9 Senate Second Read](#); [2/7 Senate First Read](#)

SB1675:**FEMININE HYGIENE PRODUCTS; SCHOOLS; APPROPRIATION**

Section 1. Title 15, chapter 1, article 1, Arizona Revised Statutes, is amended by adding section 15-120.04, to read:

A. A school that is operated by a school district or charter school and that serves students in any of grades six through twelve shall make feminine hygiene products available in all women's and gender-neutral restrooms in the school. Notwithstanding any other law, a school that provides feminine hygiene products pursuant to this section may not charge a student or the family of a student for a feminine hygiene product.

B. For the purposes of this section, "feminine hygiene products" includes tampons and sanitary napkins.

Sec. 2. Appropriation; department of education; feminine hygiene products

The sum of \$1,000,000 is appropriated from the state general fund in fiscal year 2023-2024 to the department of education to distribute to school districts and charter schools to provide feminine hygiene products as prescribed in section 15-120.04, Arizona Revised Statutes, as added by this act.

First sponsor: Sen. Epstein (D - Dist. 12)

Status: 2/15 Senate ED Committee, do pass 4-3; 2/9 Senate Second Read; 2/2 Senate First Read

SB1700:**SCHOOLS; SCHOOL LIBRARIES; BOOKS; PROHIBITION**

A parent who objects to a book that is available to students in the school library or that will be used for classroom instruction may request that the public educational institution remove the book from the library or classroom. A parent who objects to a book because the parent finds the book to be lewd or sexual in nature, to promote gender fluidity or gender pronouns, or to groom children into normalizing pedophilia is required to submit the book and the basis for the finding to the Arizona Department of Education (ADE). ADE is required to establish rules and procedures for establishing and maintaining a list of books that public educational institutions in Arizona are prohibited from using or making available to students, including procedures for parents to submit books to be included on the list. ADE is required to review each submission made by a parent. Public schools are required to make a list of all books and materials purchased for a school library available online for 120 days before making them available to students, and parents must be allowed to object to a book or material during that time. Schools without a full-time media specialist are no longer exempt from school library record and review requirements.

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

Status: 3/22 House Second Read; 3/21 House First Read; 3/20 Transmit to House; 3/20 Senate Third Read, passed 16-12-2; 3/9 COW action, do pass; 3/7 Senate majority and minority caucus, do pass; 3/6 Senate RULES Committee, proper for consideration 4-3; 2/15 Senate ED Committee, do pass 4-3; 2/9 Senate Second Read; 2/2 Senate First Read

SB1706:**ARIZONA EMPOWERMENT SCHOLARSHIPS; QUARTERLY REPORT**

Requires the Arizona Department of Education (ADE) to prepare an Arizona Empowerment Scholarship Account (ESA) Program quarterly report containing outlined information.

First sponsor: Sen. Marsh (D - Dist. 4)

Status: 2/15 Senate ED Committee, do pass 4-3; 2/9 Senate Second Read; 2/2 Senate First Read, ED Committee passed 4-3

SCR1002:**CONSTITUTIONAL AMENDMENTS; SIXTY PERCENT APPROVAL**

The 2024 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 that amends the state Constitution to become law, instead of a majority of the votes cast.

First sponsor: Sen. Kern (R - Dist. 27)

Status: 3/15 House GOV Committee, withdrawn; 3/1 House Second Read; 2/28 House First Read; 2/21 Transmit to House; 2/21 Senate Third Read, passed 16-13-1; 2/7 Senate majority and minority caucus, do pass; 1/23 Senate Elec. Committee, do pass 5-3; 1/11 Senate Second Read; 1/10 Senate First Read

SCR1003:**SCHOOL DISTRICTS; EXPENDITURE LIMITATION; REPEAL**

The 2024 general election ballot is to carry the question of whether to amend the state Constitution to repeal the expenditure limitation for school districts. Applies to FY2025-26 and after.

First sponsor: Sen. Marsh (D - Dist. 4)

Status: 1/11 Introduced

SCR1004:**AGGREGATE EXPENDITURE LIMITATION; SCHOOL DISTRICTS**

The 2024 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 FY2024-25 as the base year, instead of FY1979-80. Applies to FY2025-26 and after.

First sponsor: Sen. Marsh (D - Dist. 4)

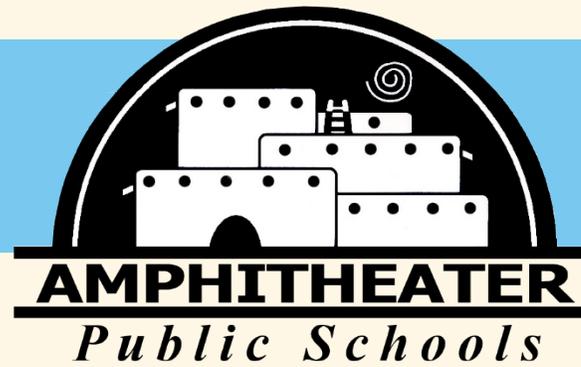
Status: 1/11 Introduced

SCR1005:**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 FY2022-23. 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 by March 1, 2023.

First sponsor: Sen. Marsh (D - Dist. 4)

Status: 1/11 Introduced



March 28, 2023 Legislative Update



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



Arizona State Legislative Session Statistics*

*As of Monday, March 27, 2023



Bills Introduced:	1528
Bills Transmitted to Governor:	18
Bills Vetoed by Governor:	16



Resolutions Introduced:	102
Resolutions Passed:	9
House:	6
Senate:	3



Arizona State Legislative Deadlines



April 14:

Last day for consideration of bills in committees



April 18:

100th Day of Session



Sine Die adjournment unless leadership extends





EDUCATION BILL VETOED BY GOVERNOR

SB1305/HB 2458 (RACE; ETHNICITY; PROHIBITED INSTRUCTION)

- Third time bill posted:
 - Originally signed into law as Laws 2021, chapter 404 (part of the FY2021-22 budget) but were deemed unconstitutional by the Arizona Supreme Court in Arizona School Boards Association *et al* v. State of Arizona
 - Offered but did not pass last year
 - Passed and transmitted to Governor this year – Governor vetoed 3/9/23
- Prohibits a school district or its employees from providing or allowing any person to provide instruction to students or employees that promotes or advocates for any of a list of concepts related to race and ethnicity, which includes that:
 - One race or ethnic group is inherently morally or intellectually superior to another race or ethnic group, ⁸³
 - An individual, by virtue of the individual's race or ethnicity, is inherently racist or oppressive,
 - An individual, by virtue of the individual's race or ethnicity, bears responsibility or blame for actions committed by other members of the same race or ethnic group, and
 - Academic achievement, meritocracy or traits such as a hard work ethic are racist or were created by members of a particular race or ethnic group to oppress members of another race or ethnic group
- Permits complaints to the State Board of Education (SBE) or State Superintendent of Public Instruction (SSPI) for an alleged violation after the school or agency has had the opportunity to resolve the complaint, with a civil penalty to the school district of up to \$5,000 per violation and potential discipline (including possible loss of certificate) for the employee

Bills Discussed Earlier that Focused on Repeal (Not Transmitted to Other House)

- HB 2068 (Team Designations; Biological Sex; Repeal)
- HB 2460 (Suspension; Requirements; K-4 Students)
- HCR 2026 (Schools, English Language Learners; Requirements)

Bills Discussed Earlier that Focused on School Money (Not Transmitted to Other House)

- HB 2114 (Appropriation; Financial Aid Trust Fund)
- HB 2146 (Full-day Kindergarten Students; ADM)
- HB 2147 (School Funding; Inflation Adjustment)
- HB 2800 (Teacher Salary Increases; Public Schools)





Transmitted Education Bills Of Note



SCR 1002

CONSTITUTIONAL AMENDMENTS; SIXTY PERCENT APPROVAL

The 2024 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 that amends the state Constitution to become law, instead of a majority of the votes cast



HB 2060

PUBLIC SCHOOLS; REQUIREMENTS; REVISIONS

Public schools may satisfy statutory posting requirements by making a link to a posting from their website or posting the information on the website



HB 2144

OPEN MEETINGS; CAPACITY; POSTING; VIOLATION

- Not specific to school districts
- All public bodies are required to provide an amount of seating sufficient to accommodate the reasonably anticipated attendance of person desiring to attend the deliberations and proceedings, when feasible
- The agenda for a public meeting is required to include the notice of the time that the public will have physical access to the meeting place
- A head of a public body that violates this requirement is liable for a civil penalty as provided in statute for open meeting law violations



HB 2291

SCHOOL DISTRICTS; SUPERINTENDENTS; CONTRACTS

- A school district governing board is authorized to rescind or terminate any employment contract between a superintendent and a school district if:
 - The board determines that the superintendent has violated a district policy prescribed by the board, or
 - One or more schools operated by a school district have been assigned a letter grade of D or F for at least 3 years
- If the governing board terminates an employment contract under these circumstances, the superintendent is not entitled to recover damages for the early termination or compensation for the remainder of the term of the contract
- Applies prospectively to all *NEW* contracts entered into after the effective date of the legislation



HB 2523

SCHOOLS; PLEDGE OF ALLEGIANCE; REQUIREMENT

- Every student (K-12) must recite the Pledge of Allegiance to the United States flag during the time set aside each day at all district and charter schools in Arizona
- At the request of a parent or a student over 18, the student may be excused from this requirement



HB 2533

CLASSROOM INSTRUCTION; POSTING REQUIREMENTS

Each school district (and charter school) shall post an electronic copy of all of the following on its website free of charge:

- each educational course of study offered by each school in the school district
- a list of all learning materials, including the source of any supplemental educational materials, that are being used in each school in the school district
- each lesson plan that is being used or implemented in each school in the school district



HB 2808

PUBLIC RECORDS; TIME FRAME

- Not specific to school districts
- A custodian of public records is required to furnish copies, printouts, or photographs within 5 business days after receiving a request for the records
- Allows an entity to extend the time for response for specified reasons
- Violation can result in a civil penalty to the public body of \$500 per day, up to \$5,000⁹³ in total for each request

SB 1001

PRONOUNS; BIOLOGICAL SEX; SCHOOL POLICIES

- Prohibits a school district or charter school employee or independent contractor from knowingly referring to a student under 18 years old by a pronoun that differs from the pronoun that aligns with the person's biological sex without parental permission
- Precludes a school district or charter school from requiring an employee or independent contractor to use a pronoun that differs from a person's biological sex if doing so is contrary to their convictions



SB 1040

PUBLIC SCHOOLS; RESTROOMS; REASONABLE ACCOMMODATIONS

- Requires a public school to provide a reasonable accommodation to a person who, for any reason, is unwilling or unable to use a multi-occupancy restroom, changing room, or sleeping quarters and requests an accommodation from the public school in writing
- Reasonable accommodation may be:
 - Access to a single-occupancy restroom or changing facility; or
 - Employee restroom or changing facility
 - NOT: access to a restroom or changing facility designated for use by persons of the opposite sex while persons of the opposite sex are, or could be, present
- Grants a private cause of action, against the public school, if:
 - The request is denied without evidence of undue hardship to the school, or
 - A person encounters a person of the opposite sex while using the restroom, changing facility or sleeping quarters and the person of the opposite sex had permission to be there



SB 1044

STUDENT DISCIPLINE; NONATTENDANCE; SUSPENSION; REQUIREMENTS

If a student is suspended from school for nonattendance, including being truant or having an unexcused absence for less than one class period during the day, the person imposing the suspension is required to transfer the suspended student to a location on school premises that is isolated from other students and provide the suspended student with academic work during the suspension period

Status: 2/7 Senate majority and minority caucus, *do pass*; 1/23 Senate Second Read; 1/19 Senate First Read

SB 1564

NONPUBLIC SCHOOL STUDENTS; INTERSCHOLASTIC ACTIVITIES

Students who are educated using an ESA or at a private school with fewer than 100 enrolled students must be allowed to try out for interscholastic activities on behalf of a public school in the same manner as that school's enrolled students



SB 1700

SCHOOLS; SCHOOL LIBRARIES; BOOKS; PROHIBITIONS

- Permits a parent to object to a book that is available to students in the library or that will be used for classroom instruction and request its removal from the school library or classroom
- Requires a governing board to exclude from schools, including school libraries, all books, publications, papers or audiovisual materials that are lewd or sexual in nature, promote gender fluidity or gender pronouns or groom children into normalizing pedophilia
- Extends posting time for book acquisition from 60 to 120 days



SB 1323

SCHOOLS; SEXUALLY EXPLICIT MATERIALS; CLASSIFICATION

- Last year, ARS 15-113 and 15-120.03 were signed into law to prohibit referrals to sexually explicit material and require parent consent under certain circumstances
- Definition of sexually explicit material was defined in those statutes
- This bill adds a provision to ARS 15-120.03 to make it a class 5 felony for a school employee or independent contractor to refer a student or to use any sexually explicit material

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

DATE OF MEETING: March 28, 2023

TITLE: Approval of Appointment of Administrative Personnel

BACKGROUND:

Administration presents the below candidates to the Governing Board for review and approval for hire into an administrative position for Fiscal Year (FY) 2023-2024. Pertinent information about the interview process for each position is set forth below.

1. La Cima Middle School Principal

The position of Principal of La Cima Middle School was advertised as open for FY 23-24 and qualified applicants reviewed. Matt Munger, Tara Bulleigh, Elizabeth Jacome, Laurie Sheber, Andrew Szczepaniak, and Angela Wichers screened five files for the position. Three candidates were selected to interview with the committee. The interview committee consisted of:

- Matt Munger, Associate Superintendent for Secondary Education
- Rebecca Gutierrez, Speech and Language Pathologist at La Cima Middle School
- Neely Johnson, 7th Grade History and AVID Teacher at La Cima Middle School
- Breanna Lindner, 7th Grade Science Teacher at La Cima Middle School
- Alex Litchfield, Administrative Assistant at La Cima Middle School
- Lauren McIntyre, Parent of a La Cima Middle School student
- Monet Richards, Self-Contained ED Teacher at La Cima Middle School
- Chris Trimble, Principal of Walker Elementary
- A.J. Malis, Principal of Amphitheater High School

Based on the ratings of the interview committee, a second interview occurred on March 22, 2023, with the following individuals serving as the interview panel:

- Todd Jaeger, Superintendent
- Tassi Call, Associate Superintendent for Elementary Education
- Matt Munger, Associate Superintendent for Secondary Education
- Michelle Tong, Associate to the Superintendent and General Counsel
- Scott Little, Chief Financial Officer
- Kristin McGraw, Executive Director of Student Services

Superintendent Todd Jaeger conducted a final interview later that same day.

Superintendent Todd Jaeger recommends **David Humphreys** for the position of Principal of La Cima Middle School for FY 23-24.

2. Ironwood Ridge High School Assistant Principal

The position of Assistant Principal of Ironwood Ridge High School was advertised as open for FY 23-24 and qualified applicants reviewed. Matt Munger, Orante Jenkins, Jason Weaver, and Elizabeth Jacome screened nineteen files for the position. Six candidates were selected to interview with the committee. The interview committee consisted of:



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

- Matt Munger, Associate Superintendent for Secondary Education
- Trish Ambrosio, Math Teacher at Ironwood Ridge High School
- Valerie Campodall'Orto, Parent of an Ironwood Ridge High School student
- Jacob Cypert, Counselor at Ironwood Ridge High School
- Orante Jenkins, Principal of Ironwood Ridge High School
- Lorraine Kroell, Bookstore Clerk at Ironwood Ridge High School
- Cathy Letkeman, Parent of an Ironwood Ridge High School student

Based on the ratings of the interview committee, a second interview occurred on March 10, 2023, with the following individuals serving as the interview panel:

- Todd Jaeger, Superintendent
- Tassi Call, Associate Superintendent for Elementary Education
- Matt Munger, Associate Superintendent for Secondary Education
- Orante Jenkins, Principal of Ironwood Ridge High School
- Kristin McGraw, Executive Director of Student Services

In addition, Superintendent Todd Jaeger held a final interview on March 22, 2023.

Superintendent Todd Jaeger recommends **Rowdy Frederiksen** for the position of Assistant Principal of Ironwood Ridge High School for FY 23-24.

3. Wilson K-8 School Assistant Principal

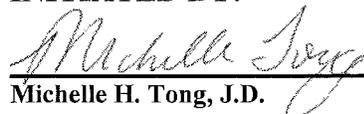
Susan Shoopman is currently serving as *interim* Assistant Principal at Wilson K-8 School. She was appointed into the interim role when a second Assistant Principal position became temporarily available during the competitive process to fill the first Assistant Principal vacancy at Wilson K-8 School. Ms. Shoopman was a finalist in that competitive process and, therefore, recommended to fill the interim Assistant Principal position while it was temporarily vacant. Because the position that she was filling temporarily is now vacant for FY 23-24, the Superintendent recommends that Ms. Shoopman be appointed into the position for FY 23-24 without the requirement of another competitive process.

Superintendent Todd Jaeger recommends **Susan Shoopman** for the position of Assistant Principal of Wilson K-8 School for FY 23-24.

RECOMMENDATION:

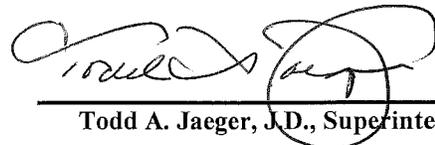
It is the recommendation of Administration that the Governing Board approve the above identified administrative appointments as presented.

INITIATED BY:



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

Date: March 22, 2023



Todd A. Jaeger, J.D., Superintendent

3/28/2023

**GOVERNING BOARD MEETING
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXP CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Frederiksen	Rowdy	Assistant Principal	CT-AD	Ironwood Ridge High		+\$3,629.17	Promotion	Mr. Jaeger	*
Humphreys	David	Principal	CT-AD	La Cima Middle School		N/A	Rehire	Mr. Jaeger	*
Shoopman	Susan	Assistant Principal	CT-AD	Wilson K-8 School		N/A	Rehire	Mr. Jaeger	*

* 2023-2024 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

Rowdy J. Frederiksen

Academic Preparation

Western Illinois University

Education Specialist Degree- Graduated December 2019

Masters of Science, Educational Administration and Supervision- Graduated May 2014

Macomb, IL

University of Phoenix

Middle School Teaching Endorsement

Fall 2009-Spring 2010

Phoenix, AZ

Eastern Illinois University

Bachelors of Science in Elementary Education

Graduated December 2007

Charleston, IL

Study Abroad Student Teaching (Summer 2007-Fall 2007)

Taught 6th and 7th grade students under the direction of the classroom teacher.

Christchurch, NZ

Vaxjo Universitet

Exchange Student in Education Department

Spring 2005

Vaxjo, Sweden

Professional Experience

Principal, Holaway Elementary School (July 2019-Present)

Serve as instructional leader supporting and equipping 25 teachers and 22 classified staff focused on educating and meeting the unique needs of 320 students.

Tucson, AZ

Assistant Principal, Woodrow Wilson Middle School (August 2014-June 2019)

Trained and mentored 49 teachers and 25 classified staff as well as assisting the building principal in the discharge of his duties at all times and act in the capacity of the principal during the principal's absence from the school.

Moline, IL

Elementary and Middle School Teacher (January 2008-August 2014)

Taught 4th, 5th and 6th grade at All Saints Catholic School, Franklin and Bicentennial Elementary, as well as John Deere Middle School. During this time I served as the grade level chair for two years working on Professional Learning Communities, Balanced Assessment and Common District Assessment development aligned to the Common Core State Standards.

Moline, IL

Certifications

Arizona Standard Professional Principal License

Educator ID: 5295418

Illinois Professional Educator's License

Certificate #1997405

Endorsements: General Administrative (K-12); Elementary Education- Self Contained (K-9); Social Science (5-8)

Honors and Grants Received

- Amphi Foundation Grant- 2022- Portrait of a Graduate Wall Graphics
- Amphi Foundation Grant 2020- Kagan Cooperative Learning Staff Professional Development
- 2008-2009 Moline-Coal Valley School District Rookie of the Year
- Received grant titled, "iPads, the Window to Learning" for the Moline Public School's foundation (Received 8 iPads with Cases) 2013
- Co-Wrote grant titled, "Click to Engage" for the Moline Public School's Foundation (Received Smart Board Clickers) 2012
- Co-Wrote a grant titled, "Reach for the Stars" for the Moline Public School's Foundation (Received a classroom projector) 2010

Administrative Experience

Principal, July 2019-Present

Holaway Elementary School, Tucson, AZ (320 Students)

- Teach and mentor 25 teachers and 22 classified staff members related to teaching and learning aligned to the district mission of fulfilling the Portrait of a Graduate
- Develop and implement Positive Behavior Intervention and Supports (PBIS) across campus including a Check-In and Check Out (CICO) and behavior data analysis
- Utilize technology to accelerate student learning and access (SmartBoards, Juno Voice Systems, Chromebooks, Google Drive Platform, and Schoology)
- Grow and develop community partnerships (Amphi Foundation, St. James Church, Roche, Literacy Connects and United Way)
- Collaboratively implement and develop personalized learning strategies for students in collaboration with the Center for the Future of Arizona, Knowledge Works and the Amphitheater School District
- Support and partner with district staff to implement and guide curriculum
- Provide professional development aligned to the school and district strategic plan (AVID, Kagan Cooperative Learning, Student Led Conferences, Social Emotional Learning, Student Data Analysis and 21st Century Skills)
- Create and monitor STEM classroom focused on the Engineering and Design Process
- Monitor and facilitate discussion and response to student data analysis focused on meeting student needs
- Created a new "Ready Bodies, Learning Minds" student intervention through collaboration focused on sustainability
- Communicate with families, community partners, and school community related to school and student progress
- Facilitate and maintain "Imagine Preschool" with focus on inclusion and access for students and families
- Responsible for student discipline and intervention plans

Assistant Principal, August 2014- June 2019

Woodrow Wilson Middle School, Moline, IL (900 students)

- Implement and guide building improvement plan in collaboration with administration and teachers focused on capacity building
- Engage and equip 49 certified staff and 25 classified staff members in professional development in regards to instruction, student engagement, and teacher professional growth
- Provide professional development in relation to monitoring student achievement and behavior interventions
- Worked with teachers, administrators, as well as upper administration to streamline and provide clarity to the RTI process at the middle level
- Facilitated teacher professional growth focused on student engagement and best practices by developing a book studies in line with district and school priorities
- Created a new student and truant student transition procedure to ensure school connectedness
- Collaboratively guide the building Professional Learning Community in line with district and building priorities
- Responsible for evaluating certified staff members with a focus on improvement and goal setting
- Communicate with students, staff, parents and stakeholders in regards to student achievement and discipline
- Maintain and develop student discipline policies with input from staff and students
- Responsible for student scheduling
- Guide and monitor student intervention plans in relation to academics and behavior
- Serve as LEA representative for IEP meetings
- Monitor student achievement collaboratively on building problem solving team

Teaching Experience

Classroom Teacher, August 2008- May 2014

Franklin, Bicentennial and John Deere Middle School Moline, IL

- Led book study focused on student engagement
- Facilitated professional development in area of district non-negotiables
- Bring Your Own Device presenter for the Moline School Board of Education
- Bring Your Own Device classroom representative for district pilot
- Google early adopter for Moline School District
- Led professional development on reading comprehension
- Created Franklin Rising Star school improvement plan
- Franklin Common Core Capacity Builder
- Facilitated 5th grade level district meetings as the grade level chair
- Facilitated professional development with classroom iPads (Franklin)
- Worked after school with students struggling in math (All Schools)
- Participated in Continuous Improvement Meetings
- Led professional development meeting on Comprehension Toolkit
- Aligned new math book with current Compass Learning program
- Active participant in district Mentor program

Classroom Teacher, January 2008-June 2008

All Saints Catholic School, Davenport, IA

- Served as 5th grade classroom teacher.

David Humphreys

PROFILE

I am the Interim Principal at La Cima Middle School. I have 15 years of experience working and volunteering in a public school setting. During my time in the Amphitheater School District, I have dedicated myself to participating in a variety of professional development opportunities while seeking leadership roles with the purpose of becoming a well-rounded and impactful educator.

PROFESSIONAL EXPERIENCE

Interim Principal: La Cima Middle School

January 2023 to Present

- Facilitator of an administrative team on a campus of 400 students (6th – 8th Grade).
- Developed a positive and inclusive campus climate and provided stability for campus stakeholders throughout transition.
- Provided support, supervised and led a staff of certified and classified school stakeholders.
- Led and provided oversight for the School Leadership Team and worked to establish a culture of shared and collective campus leadership.
- Worked with school stakeholders to review and revise curriculum, safety regulations and school policies.
- Planned and led faculty and parent meetings relating to both school and district-wide initiatives.
- Managed budget plans relating to funds from a variety of resources including Title 1.
- Provided instructional coaching, feedback, and professional development opportunities for all teaching staff.
- Worked closely with ASD Human Resources to seek and hire quality candidates for vacant positions.
- Established a Campus Facilities Team consisting of both campus and district-level members to ensure that the La Cima Campus was safe and accessible for students, staff, and guests.

Assistant Principal-Athletic Director: Amphitheater High School

July 2017 to December 2022

- Acted as the Principal in the absence of the Principal
- Worked closely with staff members to develop strong instructional programs to meet both the specific and wide-ranging needs of our student body
- Led staff training and assisted in the implementation of the Danielson Framework for Teaching
- Created and developed the Interscholastic Leadership Council and Student-Athlete Tutoring Program
- Conducted investigation and grievance reports for students, staff, families and community members. Organized and coordinated solution-based mediation reviews for all school stakeholders.
- Works with the Human Resources department to recruit and hire both certified and classified staff members.
- Meet bi-weekly with members of the ASD School Operations Department to manage and maintain a safe, secure, and clean campus.

- Engaged and participated in community-based movements/organizational in order to stay informed and to ensure that AHS is an active stake-holder in our community

Assistant Principal: Coronado K-8

July 2016 to June 2017

- Acted as the Principal in the absence of the Principal
- Assisted the Principal in coordinating and implementing programs for students, teachers, parents, and community stakeholders
- Developed and maintained a positive communication system in the school community
- Worked closely with classroom teachers to implement instructional and behavioral classroom programs and interventions
- Utilized the ATPES evaluation system as a tool to support teachers in maximizing culture building and student learning
- Frequently met with classified personnel to plan and complete school-wide tasks in an efficient and team oriented manner
- Supervised student behavioral interventions and worked with support staff members to develop plans for student assistance as needed
- Assisted the administrative team in supervising the building and grounds for maintenance needs and safety concerns

Summer School Administrator: Amphitheater School District

May 2016 to July 2016

- Worked with the administrative team to facilitate and lead teacher development opportunities
- Frequently visited classrooms to provide teacher feedback and assist in curriculum development
- Communicated and collaborated with school-site personnel to facilitate daily operations
- Frequently monitored student discipline issues ranging from tardy/absence issues to classroom/campus disruptions
- Communicated the Amphitheater Summer School guidelines and expectations with students, parents and staff

Instructional Support Assistant: Amphitheater High School

January 2015 to May 2015

- Managed school-wide activities and programs
- Communicated with parents and community stakeholders
- Coordinated Advanced Placement EOC examinations
- Coordinated teacher training opportunities
- Facilitated a wide-range of student discipline and interventions
- Attended and participated in student manifestation and discipline hearings
- Attended and participated in monthly Assistant Principal Meetings
- Monitored and evaluated student growth through a variety of data sources

Cambridge Coordinator: Amphitheater High School

August 2012 to May 2016

- Monitored the implementation of the University of Cambridge Curriculum and Board Examination System
- Facilitated professional development opportunities for teachers and staff members
- Monitored student progress toward the achievement of the Grand Canyon High School Diploma
- Worked closely with the Center for the Future of Arizona to develop strategies to promote an increase in rigor and achievement at Amphitheater High School

Classroom Teacher: Amphitheater High School

August 2009 to May 2016

- Responsible for planning, implementing, and evaluating classroom activities
- Participated in professional development sessions and implemented research-based strategies with fidelity to increase student achievement
- Frequently met with students, parents and colleagues to monitor student progress

EDUCATION

- **School Principal Certification**, State of Arizona, March 2013
- **Master of Education in Educational Leadership**, Northern Arizona University, May 2013
- **Bachelor of Arts in Secondary Education**, University of Arizona, May 2009

ADDITIONAL SCHOOL RELATED LEADERHIP ROLES

- **School Leadership Team**
 - La Cima Middle School, January 2023 to Present
 - Coronado K-8, August 2016 to July 2017
 - Amphitheater High School, August 2011 to Present
- **301 School Site Coordinator**
 - Amphitheater High School, August 2013 to May 2016
- **District ATPES Committee Member**
 - August 2013 to Present
- **Pima county Superintendent Office – Vaping Task Force**
 - February 2020 – Present
- **AVID Site Team – Team Member**
 - August 2017 – Present
- **School Safety Grant – Site Grant Advisor**
 - August 2019 – Present
- **Arizona Interscholastic Conference Committee – 4A Gila Region Chair**
 - August 2018 – December 2022

Susan Shoopman, M. Ed.

Professional Mission

Motivated educator with eighteen years of experience in education seeks to obtain an assistant principal position to assist in fostering a community of learning where all members work collaboratively to ensure every student performs at his or her full potential.

Education

Master of Education, Educational Leadership (Principalship)	May 2021
Arizona State University, Glendale, Arizona	
Bachelor of Arts, Communications	1999
University of Texas – San Antonio, San Antonio, Texas	

Credentials

• Arizona Principal Certificate, Pre-K-12	May 2021
• Qualified Evaluator Certificate	2020
• Arizona Standard Elementary Certificate, 1-8	2016
• English as a Second Language Endorsement, Pre-K-12	2016

Administrative Experience

Interim Assistant Principal	2022-Current
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Wilson K-8 School, APS, Tucson, Arizona

- Responsible for student supervision and discipline
- Act as Principal in the absence of the Principal
- Assist with effective implementation of district adopted curriculum: McGraw-Hill *Everyday Math* and Harcourt Houghton Mifflin *Into Reading*
- Assist with effective implementation of the *Danielson Framework for Teaching*
- Evaluate, coach and support teachers and staff
- Screen and hire certified and classified personnel
- Assist in the coordination and supervision of school activities and programs
- Supervise the inventory and distribution of Chromebooks, assist teachers with digital curriculum including Tyler SIS and Schoology, promote 21st Century Skills
- Attend District Administrative Retreats and Assistant Principal Meetings
- Responsible for the overall safety and welfare of students and staff

Administrative Principal Internship

2019-2020

Wilson K-8 School, APS, Tucson, Arizona

- Observed, evaluated, and conferenced with certified employees
- Led professional learning community in instructional and differentiation strategies
- Monitored a school-wide Social Emotional Learning (SEL) program
- Collected, analyzed, and disseminated assessment data, with an emphasis on identifying data trends
- Organized a scheduling committee to evaluate and revise elementary schedules
- Monitored and evaluated IEP process, working closely with Special Education Department Chair

Leadership Roles

- Representative, Superintendent's Teacher Advisory Council, Wilson K-8 School** 2018-2022
- Provided feedback on issues that impact classrooms and school
 - Voiced questions or concerns from school colleagues
 - Shared school activities, accomplishments, and events
- Coordinator, 301 Cite Representative, Wilson K-8 School** 2020-2021
- Wrote Wilson K-8's current 301 plan
 - Led professional development to disseminate requirements of plan
 - Led contact for 301 implementation questions
- Representative, Parent Teacher Organization Board, Wilson K-8 School** 2020-2021
- Provided input on PTO fundraisers, events, and budget
 - Voted on monetary school improvement items
- Teacher Mentor, Wilson K-8 School** 2020-2021
- Encouraged the development and growth of teachers new to Wilson
- Member, Amphitheater Aspiring Leaders Academy, Amphi School District** 2020
- Attended a series of sessions designed to think through big issues facing education and learned about system issues and perspectives
 - Learned practical information to ponder to set career path within the Amphi School District
- Math Adoption Committee, Amphi School District** 2017-2018
- Reviewed, analyzed, and recommended the curriculum adoption of instructional materials aligned to the Arizona Mathematics Standards

Teaching Experience

- Teacher, Second and Fourth Grade** 2016-2022
Wilson K-8 School, APS, Tucson, Arizona
- Teacher, First Grade** 2015-2016
Central Florida Preparatory School, Gotha, Florida
- Teacher, Fourth Grade** 2013-2015
Sunset Park Elementary School, OCPS, Windermere, Florida
- Teacher, First and Third Grade** 2005-2008
Deerwood Elementary School, SDOC, Kissimmee, Florida



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

DATE OF MEETING: **March 28, 2023**

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

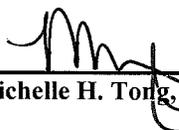
BACKGROUND:

Candidate(s) will be presented herein to fill vacancies created by leaves of absence, retirements, resignations, and new positions. Appointments are current as of March 27, 2023.

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: March 27, 2023


Todd A. Jaeger, J.D., Superintendent

3/28/2023

**GOVERNING BOARD MEETING
APPOINTMENTS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	LEVEL	EXPERIENCE CREDIT	ADD'L INFO	RECOMMENDED BY	COMMENT
Glenn	Charlotte	Psychologist	CT-PR	Wetmore Center	PSYCH	0 years	Replacement	Ms. McGraw	*
Raney	Heather	Speech/Language Pathologist	CT-PR	Wetmore Center	SLP	10 years	Replacement	Ms. McGraw	
Bartz	Emily	Teacher - Environmental Science	CT	Ironwood Ridge High	CTT-MA	5 years	Replacement	Dr. Jenkins	*
Hoyos	Kaylyn	Teacher - English	CT	Ironwood Ridge High			Rehire		*
Hughes	Melissa	Teacher - Kindergarten	CT	Prince Elementary			Replacement	Ms. Sheber	
Jenks	Sonja	Teacher - Art	CT	Copper Creek Elementary			Rehire		*
Jenks	Sonja	Teacher - Art	CT	Copper Creek Elementary			Rehire		*
Johnson	Julie	Teacher - General Science	CT	La Cima Middle School	CTT-BA	7 years	Replacement	Mr. Humphreys	
Snell	Wesly	Teacher - Sports Medicine and Re	CT	Amphi High School	CTT-MA	1 year	Replacement	Mr. Malis	
Shepard	Shelley	School Nurse	CL-PR	Amphi High School	PRNT-BA	10 years	Replacement	Mrs. Roscoe Perkovac	
Barrett	Sue	Certified Occupational Therapy As	CL	Wetmore Center	13	5+ years	Replacement	Ms. Gabor	
Bernardi	John	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Bernardi	Theresa	Bus Driver Trainee	CL	Transportation	1	0 years	Replacement	Ms. Frye-George	
Blanco	Sandra	Security Officer	CL	Ironwood Ridge High	6	0 years	Replacement	Dr. Jenkins	
De La Cruz	Maria	Transportation Attendant	CL	Transportation	1		New		112
Kleespie	Nicholas	Maintenance Technician II	CL	Facilities Support	8	3 years	Replacement	Mr. Gill	
Oman	Dave	Bus Driver Trainee	CL	Transportation	1		New		
Parisi	Christy	Behavioral Intervention Monitor	CL	La Cima Middle School	2	3 years	Replacement	Mr. Humphreys	
Payne	Tanya	Campus Monitor	CL	Amphi High School	1	0 years	Replacement	Mr. Malis	
Rebert	Zach	Computer Repair Technician	CL	Wetmore Center	9	4 years	New	Mr. Mangum	
San Martin	Irene	Food Service Attendant	CL	Walker Elementary	1	5 years	Replacement	Mr. Greeson	
Valdez	Blanca	Custodian I	CL	Wetmore Center	2	0 years	Replacement	Mr. La Nasa	

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



GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: March 28, 2023

TITLE: Approval of Personnel Changes

BACKGROUND:

Changes in the employment status of employee(s) are being presented herein. The changes are current as of March 27, 2023.

This agenda item also proposes approval of a revised job description for Arizona Teaching Fellow and the corresponding stipend amount(s) for participating Arizona Teaching Fellow student teachers and, as applicable, for three years post-graduation if the District hires the Arizona Teaching Fellow as a certificated teacher after graduation. An Arizona Teaching Fellow is a University of Arizona student enrolled in the College of Education that the university accepts into its Arizona Teaching Fellow program. School districts who receive an Arizona Teaching Fellow as a student teacher must pay the following stipends to the Arizona Teaching Fellow:

- \$400 stipend at the midpoint of student teaching
- \$400 stipend to be paid at completion of student teaching
- \$400 stipend to be paid at completion of first year of teaching in the District (if applicable)
- \$600 stipend to be paid at completion of second year of teaching in the District (if applicable)
- \$1,000 stipend to be paid at completion of third year of teaching in the District (if applicable)

These stipends are specific to Arizona Teaching Fellows.

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: March 27, 2023



Todd A. Jaeger, J.D., Superintendent

3/28/2023

**GOVERNING BOARD MEETING
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Gutierrez	Rebecca	Speech/Language Pathologist	CT-PR	Wetmore Center	Additional Position		\$3,974.30	
Edelbrock	Thomas	Teacher - Music	CT	Cross Middle School	Decrease FTE		*	
Esposito	Kimberly	Teacher - Special Education Resourc	CT	Walker Elementary	Transfer		*	
Quinn	Catherine	Teacher - Grade 5	CT	Copper Creek Elementary	Transfer		*	
Wojdyla	Cheryl	Teacher - P. E.	CT	Cross Middle School	Transfer		*	
Finrock	Dale	Bus Driver	CL-RE	Transportation	Increase FTE			+0.0313 FTE
Miller	Mitchell	Computer Repair Technician	CL-RE	CDO High School	Transfer	9	+\$2.10	
Berkej	Thomas	Security Officer	CL	Amphi High School	Wage Adjustment	6	+\$0.85	
Calderon	Jesus	Security Officer	CL	Amphi High School	Wage Adjustment	6	+\$0.85	
Castro	Jose	Security Officer	CL	CDO High School	Wage Adjustment	6	+\$0.85	
Dees	Farrell	Security Officer	CL	Coronado K-8 School	Wage Adjustment	6	+\$0.85	
Derfus	Robert	Security Officer	CL	CDO High School	Wage Adjustment	6	+\$0.85	
Farmer	Courtney	Alternative Small Vehicle Driver	CL	Transportation	Additional Position	7	4 years	
Fogle	Tommy	Security Officer	CL	Coronado K-8 School	Wage Adjustment	6	+\$0.85	
Franks	Brian	Security Officer	CL	Ironwood Ridge High	Wage Adjustment	6	+\$0.85	
Hernandez	Julius	Security Officer	CL	Amphi Middle School	Wage Adjustment	6	+\$0.85	
Johnson	Julius	Security Officer	CL	Amphi High School	Wage Adjustment	6	+\$0.85	
Lemay	Matthew	Security Officer	CL	Ironwood Ridge High	Wage Adjustment	6	+\$0.85	
Lopez	Anne Marie	Bus Driver	CL	Transportation	Increase FTE			+0.1250 FTE
Moralez	Manuel	Security Officer	CL	Amphi Middle School	Wage Adjustment	6	+\$0.85	
Moran	Dessie	Bus Driver	CL	Transportation	Increase FTE			+0.0312 FTE
Nieth	Martha	Security Officer	CL	Cross Middle School	Wage Adjustment	6	+\$0.85	

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

**GOVERNING BOARD MEETING
PERSONNEL CHANGES**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Palmer	Marcus	Security Officer	CL	Cross Middle School	Wage Adjustment	6	+\$0.85	
Pinto	Arcilio	Security Officer	CL	CDO High School	Wage Adjustment	6	+\$0.85	
Salaz	Yvonne	Security Officer	CL	Ironwood Ridge High	Wage Adjustment	6	+\$0.85	
Sattler	Laura	Security Officer	CL	Amphi Middle School	Wage Adjustment	6	+\$0.85	
Slaton	Stephanie	Security Officer	CL	CDO High School	Wage Adjustment	6	+\$0.85	
Topar	Robin	Bus Driver	CL	Transportation	Increase FTE			+0.0625 FTE
Tyczynski	Kristine	Assistant to Audiologist	CL	Wetmore Center	Transfer		<\$0.30>	
Velazquez	Florentino	Security Officer	CL	Amphi High School	Wage Adjustment	6	+\$0.85	
Walker	Sabine	Bus Driver	CL	Transportation	Increase FTE			+0.15 FTE
Watters	Jilaine	Custodian I	CL	Coronado K-8 School	Additional Position	1	0 years	
Wray	Eileen	Library Assistant	CL	Prince Elementary	Promotion	4	+\$0.64	
Belleau	Karen	ADDN - Certified Staff Trainer	ADCT	Prince Elementary	Addendum			\$30.00 per hour
Blount	Denita	ADDN - Curriculum Development	ADCT	Amphi High School	Addendum			\$25.00 per hour
Bronson	Kelcy	ADDN - Certified Staff Trainer	ADCT	Prince Elementary	Addendum			\$30.00 per hour
Bruce	Kathryn	Coach - Basketball Assistant MS	ADCT	Coronado K-8 School	Correction			addendum & stipend \$1,400.00
Costelow	Gabrielle	ADDN - Certified Staff Trainer	ADCT	Prince Elementary	Addendum			\$30.00 per hour
Fox	Erica	ADDN - Certified Tutor	ADCT	CDO High School	Addendum			\$42.00 per hour
Gerard	Michelle	Coach - Track Head HS	ADCT	CDO High School	Addendum			\$3,000.00
Glavin	Kelsey	ADDN - Certified Staff Trainer	ADCT	Prince Elementary	Addendum			\$30.00 per hour
Golden	Brande	ADDN - Curriculum Development	ADCT	CDO High School	Addendum			\$25.00 per hour
Gonzalez	Gabriela	ADDN - Certified Staff Trainer	ADCT	CDO High School	Addendum			\$30.00 per hour
Gristis	Abigail	Coach - Track Assistant MS	ADCT	Cross Middle School	Addendum			\$1,400.00
Higgins	Ashley	Coach - 4th Q. Interscholastic Supen	ADCT	Cross Middle School	Addendum			\$500.00
Holt	Kris	ADDN - Certified Staff Trainer	ADCT	Prince Elementary	Addendum			\$30.00 per hour

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

GOVERNING BOARD MEETING PERSONNEL CHANGES

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	REASON	LEVEL	FINANCIAL CHANGE	COMMENT
Keene	Bonnie	ADDN - Section 504	ADCT	Wetmore Center	Addendum		\$500.00	
Le	Thanhliem	Coach - Wrestling Head MS	ADCT	Amphi Middle School	Addendum		\$1,700.00	
Lopez	Lindsay	Coach - 4th Q. Extracurricular Activiti	ADCT	Cross Middle School	Addendum		\$2,000.00	
Shiba	Robert	Coach - Volleyball Head MS	ADCT	Cross Middle School	Addendum		\$1,700.00	
Summons	Sjana	Coach - Beach Volleyball - Assistant	ADCT	Amphi High School	Addendum		\$2,400.00	
Taylor	Ethnee	Coach - Track Head MS	ADCT	Cross Middle School	Addendum		\$1,700.00	
Velasquez	Jeanne	ADDN - Curriculum Development	ADCT	Amphi High School	Addendum		\$25.00 per hour	
Pearcy	Cindy	ADDN - Certified Staff Trainer	ADCL	Federal/State Programs	Added Duty		\$20.00 per hour	
Pinto	Arcilio	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$15.43 per hour	
Thatcher	Mary	ADDN - Extra Hours	ADCL	Wetmore Center	Added Duty		\$20.04 per hour	
Thornton	Susan	ADDN - Extra Hours	ADCL	CDO High School	Added Duty		\$14.00 per hour	

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



ARIZONA TEACHING FELLOW

QUALIFICATIONS

A. REQUIRED

- Acceptance into the Arizona Teaching Fellows Program
- Current Fingerprint Clearance Card

SUMMARY

An Arizona Teaching Fellow is a university student who participates in the Arizona Teaching Fellow program through the University of Arizona and is assigned by the university to perform functions as a university student teacher in the Amphitheater School District.

Reports to: Associate Superintendent for Elementary Education

ESSENTIAL FUNCTIONS

- Participate in meetings for the Arizona Teaching Fellows Program and Amphitheater School District
- Follow the Arizona Teaching Fellows procedures
- Participates in the student teaching model of the University of Arizona
- Collaborates with classroom teacher
- Plans, organizes and displays classroom materials, space and time appropriate to curricular activities
- Observes and monitors students' behavior in the classroom, playground, field-trips, lunchroom, library, school buses and other areas
- Establishes, maintains and promotes a classroom atmosphere which ensures the emotional and physical safety and well-being of students and emphasizes mutual respect, self-worth, self-discipline, cooperation, consideration and responsibility
- Assesses student needs and develops, implements, and evaluates daily lesson plans for students, to include scheduled activities and materials. Modifies instruction of program to meet the needs of each child
- Exhibits patience, courtesy and tact when dealing with others
- Promotes and supports district-wide educational advancement in 21st Century Skills.
- Integrates knowledge and skills that are relevant to the 21st Century
- Performs other related duties as assigned

MENTAL AND PHYSICAL REQUIREMENTS

- Ability to instruct, present, convey, discuss and exchange information
- Ability to detect, distinguish, identify, recognize, inspect and discern
- Ability to move about the classroom and the campus
- Ability to develop, implement and evaluate plans
- Ability to manage classroom organization, time, space and behavior



ARIZONA TEACHING FELLOW

- Ability to perform functions from written and oral instructions and from observing/listening to others
- Ability to sit for extended periods of time
- Ability to lift, reach, stoop, bend, twist and to hold and grasp objects
- Ability to use a blackboard, easel, bulletin boards, and chalk and markers to print
- Ability to use office and instructional equipment such as telephones, computers and other forms of technology
- Ability to withstand adverse weather conditions if required to perform duties outdoors
- Ability to communicate effectively with the public, employees, children and parents
- Ability to exercise judgment in accordance with established procedures
- Ability to work in small, cramped or confined spaces
- Ability to work alone and as part of a team
- Ability to perform tasks requiring manual dexterity, such as setting up and operating equipment



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

DATE OF MEETING: **March 28, 2023**

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

BACKGROUND:

Leave(s) of absence will be presented herein and are current as of March 20, 2023.

RECOMMENDATION:

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

INITIATED BY:

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

Michelle H. Tong, J.D., Associate to the Superintendent

Date: March 20, 2023

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

3/28/2023

**GOVERNING BOARD MEETING
LEAVES OF ABSENCE**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	DATES	COMMENT
Born	Alicia	Behavioral Intervention Monitor	CL	Coronado K-8 School	02/28/2023	End Date
Cruce	Lyndsay	Special Education Teaching Assist	CL	Amphi Middle School	02/21/2023	Start Date
Marquez	Patricia	Supervisor of Food Service	CL	Amphi High School	02/22/2023	End Date
Trillo	Suzanne	Elementary School Health Aide	CL	Mesa Verde Elementary	03/20/2023	Start Date
Vincent	Shelley	Special Education Teaching Assist	CL	Walker Elementary	03/07/2023	End Date
Vincent	Shelley	Special Education Teaching Assist	CL	Walker Elementary	02/17/2023	Start Date

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



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

DATE OF MEETING: **March 28, 2023**

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

BACKGROUND:

Separation(s) and termination(s) will be presented herein. Separations are current as of March 20, 2023.

RECOMMENDATION:

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

INITIATED BY:

A handwritten signature in black ink, appearing to be "Michelle H. Tong".

Michelle H. Tong, J.D., Associate to the Superintendent

Date: March 20, 2023

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

Todd A. Jaeger, J.D., Superintendent

3/28/2023

**GOVERNING BOARD MEETING
SEPARATIONS**

LAST NAME	FIRST NAME	TITLE	CT/CL	LOCATION	EFFECTIVE DATE	REASON	COMMENT
Freitag	Oksana	Teacher - Kindergarten	CT	Prince Elementary	05/19/2023	Resignation	
Kranich	Allison	Teacher - Special Education	CT	Rio Vista Elementary	05/19/2023	Resignation	
Roddewig	Melissa	Teacher - Cross Categorical	CT	Copper Creek Elementary	05/19/2023	Resignation	
Thome	Alyssa	Teacher - Kindergarten	CT	Painted Sky Elementary	05/19/2023	Resignation	
Cervantes	Dulce	Food Service Attendant	CL	La Cima Middle School	03/02/2023	Resignation	
Crocker	Debora	Food Service Attendant - Le	CL	Ironwood Ridge High	05/18/2023	Retirement	
Grantham	Brittany	Campus Monitor	CL	Prince Elementary	02/22/2023	Resignation	
Hurtado	Siria	Special Education Teaching	CL	Ironwood Ridge High	03/22/2023	Resignation	
Kelly	Johnathon	Computer Repair Technician	CL	Wetmore Center	03/03/2023	Resignation	
Rodriguez	Alexandria	Elementary School Health Ai	CL	Copper Creek Elementary	03/10/2023	Resignation	

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*	2023-2024 School Year	ADCT	Addendum Certified
Budget RIF	Reduction in force due to budget	ADCL	Addendum Classified
Abandonment	Employee abandoned position	ADDM	Addendum Only
Breach of Contract	Employee did not fulfill contract	CT-AD	Certified Administrative
Dismissal	Employee terminated by the District	CT	Certified
Resignation	Employee resigning from the District	CL-AD	Classified Administrative
Retirement	Employee retiring from the District	CL	Classified
		PR	Professional

03/28/2023
 GOVERNING BOARD MEETING
 SEPARATIONS

Substitutes

LAST NAME	FIRST NAME	TITLE	CT / CL	LOCATION	EFFECTIVE DATE	REASON
Arnone	Ryan		CT		03/02/2023	
Foster	Chris		CT		03/01/2023	
Gentles	JoAnn		CT		03/02/2023	
Hoover	Rachel		CT		03/01/2023	
McKinney	Shannon		CT		03/06/2023	
O'Driscoll	Kevin		CT		03/02/2023	
Cannon	Danielle		CL		03/07/2023	
Mork	Jennifer		CL		03/01/2023	

AD Administrative
 PR Professional
 CT Certified
 CL Classified



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

DATE OF MEETING: March 28, 2023

TITLE: Approval of Stipend for Coaching Volunteers

BACKGROUND:

Coaching volunteer(s) and corresponding stipend(s) will be presented herein and are current as of March 20, 2023.

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: March 20, 2023

Todd A. Jaeger, J.D., Superintendent

3/28/2023

**GOVERNING BOARD MEETING
COACHING VOLUNTEERS**

LAST NAME	FIRST NAME	POSITION	LOCATION	REASON	AMOUNT/COMMENTS
Basye	Haley	Coach - Track Assistant HS	CDO High School	Stipend	\$1,200.00
Jantz	Aunesty	Coach - Volleyball Assistant HS	Ironwood Ridge High	Stipend	\$2,400.00
Landers	Courtney	Associate Coach	Ironwood Ridge High	Stipend	\$1,000.00
Lopez	Kamie	Coach - Volleyball Assistant MS	Cross Middle School	Stipend	\$1,400.00
Macias	Matthew	Coach - Baseball Assistant HS	CDO High School	Stipend	\$1,200.00
McCloyey	Nicholas	Coach - Baseball Head MS	Wilson K-8 School	Correction	Position
Pakkala	Jason	Coach - Baseball Head MS	Wilson K-8 School	Rescind	
Palmer	Marcus	Coach - Track Assistant MS	Cross Middle School	Stipend	\$1,400.00
Williams	Susan	Coach - 4th Q. Interscholastic Sup	Cross Middle School	Stipend	\$500.00
Williams	Susan	Coach - 3rd Q. Interscholastic Sup	Cross Middle School	Stipend	\$500.00

* 2023-2024 School Year



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

DATE OF MEETING: **March 28, 2023**

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

BACKGROUND:

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

February 28, 2023

March 7, 2023

RECOMMENDATION:

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

INITIATED BY:

JA

Jen Anderson
Executive Assistant to the Superintendent & Governing Board

Date: March 27, 2023

Todd A. Jaeger, J.D., Superintendent

**Minutes of the Special Governing Board Meeting
Amphitheater Public Schools
Tuesday, February 28, 2023**

A Special public meeting of the Governing Board of Amphitheater Public Schools was held on Tuesday, February 28, 2023, beginning at 5:30 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson, AZ 85705 in the Leadership and Professional Development Center.

Governing Board Members Present

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

Superintendent's Cabinet Members Present

Mr. Todd A. Jaeger, J.D., Superintendent
Ms. Tassi Call, Associate Superintendent for Elementary Education
Mr. Matthew Munger, 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. Elizabeth Jacome, Director of Curriculum and Assessment
Mr. Richard C. La Nasa, Executive Manager of Operational Support
Ms. Kristin McGraw, Director of Student Services
Ms. Michelle Valenzuela, Director of Communications

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

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

2. PLEDGE OF ALLEGIANCE

At President Day's request, Mr. Kopec led the Pledge of Allegiance.

3. ANNOUNCEMENT OF DATE AND PLACE OF NEXT SPECIAL GOVERNING BOARD MEETING

President Day announced that the next Special Governing Board Meeting would be held on Tuesday, March 7, 2023 at 5:30 p.m., at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ 85705 in the Leadership and Professional Development Center.

4. PUBLIC COMMENT

There were no comments.

5. CONSENT AGENDA

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

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

President Day asked if any items needed to be removed for further discussion. There were none.

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

A. Approval of Appointment of Non-Administrative Personnel

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

B. Approval of Personnel Changes

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

C. Approval of Leave(s) of Absence

Leave(s) of absence were approved as listed in Exhibit 3.

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

Separations and terminations were approved as listed in Exhibit 4.

E. Approval of Stipend for Coaching Volunteers

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

F. Approval of Fiscal Year 2023-2024 Form of Contract for New-to-the-District Candidates

The Governing Board approved Fiscal Year 2023-2024 Form of Contract for New-to-the-District Candidates as listed in Exhibits 6-22.

G. Approval to Provide Post-Retirement Employment Opportunities during the 2023-2024 Fiscal Year

The Governing Board approved the request to Provide Post-Retirement Employment Opportunities during the 2023-2024 Fiscal Year.

H. Approval of Vouchers Totaling and Not Exceeding Approximately \$2,843,072.26

A copy of vouchers for goods and services received by the Amphitheater Public Schools and recommended for payment has been provided to the Governing Board. The following vouchers were approved as presented and payment authorized as submitted in Exhibit 23.

Voucher #	Amount	Voucher #	Amount	Voucher #	Amount
1270	\$83,191.15	1271	\$231,097.34	1272	\$107,028.60
1273	\$471,489.74	1274	\$12,358.23	1275	\$126,154.85
1276	\$194,720.17	1277	\$10,676.12	1278	\$51,883.47
1279	\$568,993.08	1280	\$125,004.03	1281	\$587,145.69
1282	\$100,495.14	1283	\$172,834.65		

I. Acceptance of Gifts

Gifts were accepted by the Governing Board as submitted in Exhibit 24.

J. Receipt of January 2023 Report on School Auxiliary and Club Balances

The Governing Board approved Receipt of January 2023 Report on School Auxiliary and Club Balances as submitted in Exhibit 25.

K. Approval of Parent Support Organization(s) - 2022-2023

The Governing Board approved CDO Boys Basketball Booster Club for the 2022-2023 school year as submitted in Exhibit 26.

L. Sale of Surplus Electronic Equipment- Based Upon Responses to Request for Quotes (RFQ) 2212023

The Governing Board approved Sale of Surplus Electronic Equipment- Based Upon Responses to Request for Quotes (RFQ) 2212023.

M. Approval to Cancel Food Service Department Agreement with the ASPIN/Mohave Cooperative

The Governing Board approved the request to Cancel Food Service Department Agreement with the ASPIN/Mohave Cooperative.

N. Approval of Out of State Travel

The Governing Board approved requests for Out of State Travel as submitted in Exhibit 27.

President Day called for a five-minute break to enjoy the reception provided by SFE-Southwest Foodservice Excellence and meet their staff.

6. STUDY

A. Presentation on Food Service Operations in the Amphitheater School District

For the PowerPoint Presentation on Food Service Operations in the Amphitheater School District see Exhibit 28.

Superintendent Jaeger invited Mr. LaNasa to present an informational update on Food Service Operations.

Mr. LaNasa explained that, last spring, the District sought a food service company to manage food service operations in the District. He said SFE (Southwest Foodservice Excellence) was the firm selected to implement the strategies the department had planned. He introduced John Oakley-Regional Manager, David Greeson-Food Service Director, Reyna Lopez-Head Chef, and Betsy Clark-Head Nutritionist, all of SFE. Mr. LaNasa stated SFE staff are on-site five days a week managing the District's food service programs.

He talked about the goals of the food service department. These include serving nutritious meals that the students will eat, educating children on food safety and smart food choices, and increasing the meal counts to serve more students in need. Additionally, the department needs to be financially self-sufficient and profitable in order to be able to replace required equipment in the schools. Mr. LaNasa noted that with the transition to SFE, all Amphi food service department employees continued employed with the District.

Mr. LaNasa reported that nearly 70%-75% of the meals are "scratch-cooked". This change has allowed for an increase in menu options, including an unlimited salad/fruit bar at all schools. He spoke about some of the catering that SFE has provided. The events have been at the District office, at schools, and have included families and the public.

Mr. LaNasa invited Mr. Greeson to share additional information about the transition. Mr. Greeson talked about the staff training, including food safety, SFE guidelines and scratch cooking techniques. He shared photos of the menu options, unlimited salad bar, new décor and concepts, catering events and the special Thanksgiving meal at all schools. Mr. Greeson explained the "Roving Chef" program. He said it is fun learning opportunity that provides students with a safe environment to learn about nutrition, basic food safety, and cooking skills. Mr. Greeson noted with the catering events, the revenues stay in the District, because an outside vendor is not being used. He shared a graph of the daily average meal counts, which showed an increase from August to February, with almost 1,000,000 meals served so far this year.

He offered to answer any questions.

President Day thanked him and commented that the food selections looked appealing.

Superintendent Jaeger shared that this is the first year students are telling him that they are enjoying the food. He thanked the SFE team for their changes, decorations, implementation and support.

B. Study of Budget Neutral Leave Buy-Back Program for Classroom Teachers Piloted in FY 2021-2022

Superintendent Jaeger explained that the budget neutral leave buy-back program was new last year, and President Day had requested a follow-up on the pilot program. He said Ms. Tong and Mr. Little would present the information.

Ms. Tong reviewed the background of the pilot program. She said that on April 14, 2020 the Governing Board approved a joint recommendation of the meet and confer teams to develop and offer a cost neutral sick-leave buy-back program. With the interruption of the pandemic, the Governing Board did not have the opportunity until January 25, 2022 to approve implementation of the pilot program for fiscal year 2021-2022. The new proposal was extended to all teachers that met the criteria, and included sick and personal leave time. She gave an overview of the specific parameters of the program. Ms. Tong asked Mr. Little to provide financial information about the program.

Mr. Little reported they have learned a lot with the first year of the program. Overall, the program avoided 240 teacher substitute days, 61 people were eligible and the average number of hours paid out was 31.50. He said there was confusion from the teachers and other staff about being eligible, and amount of sick time they were able to use.

Mr. Little talked about the changes that will be made this year to make the program less complicated for the teachers. These changes include the payroll department emailing eligible teachers a form containing the eligible amounts after the processing of the summer payrolls (early June.) Teachers must then complete the form and return to the District by the middle of June, with payments being made in early July.

Ms. Tong spoke about the recommendations to amend the terms of the program made by the meet and confer committee to extend the pilot program to fiscal year 2022-2023. The recommendations were to clarify some of the confusion (eligibility, number of available days, etc.) from last year and to determine if the program is truly budget-neutral. The extended program was approved by the Governing Board on January 10, 2023.

Mr. Little recapped the changes planned for this year. He said that a customized form will be emailed to eligible teachers in early June to determine if they want to participate, and payments will be made in early July. He noted that after the payments are made, the goal is to reassess the program to determine if it is truly budget neutral and can be kept as an ongoing District benefit.

President Cox Golder commented she was surprised that there were only 61 teachers that were eligible. Mr. Little responded that low participation may have been due to a lack of information getting to the teachers at the end of the year. President Day clarified that there were 61 participants, but more were eligible. Mr. Little agreed, but did not have a specific number of those that were eligible. He felt that having more information, better communication and a customized form will draw in more participation this year.

President Day thanked Mr. Little and Ms. Tong for the creative program, and agreed that the changes should make participation easier and less confusing.

Superintendent Jaeger expressed his gratitude to everyone that has made the program possible. He thanked the meet and confer teams, administration and Mr. Little for figuring out how to implement it. He also thanked the Governing Board for their support. He hoped the participation this year will increase, because the goal of the program is to reward teachers and keep them in the classroom to be there for the students.

7. PUBLIC COMMENT

There were no comments.

8. BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

President Day asked for an update on e-Sports.

9. ADJOURNMENT

President Day asked for a motion to adjourn. Vice President Cox Golder moved to adjourn. Ms. Zibrat seconded the motion. There was no discussion. Voice vote in favor – 5. President Day, Vice President Cox Golder, Dr. Baker, Mr. Kopec and Ms. Zibrat. Opposed – 0. The meeting adjourned at 6:19 p.m.

Gretchen Hahn

Minutes respectfully submitted for Governing Board Approval
Gretchen Hahn, Secretary III, Governing Board Office

March 27, 2023

Date

Deanna M. Day M. Ed, Governing Board President

March 28, 2023

Date

**Minutes of the Special Governing Board Meeting
Amphitheater Public Schools
Tuesday, March 7, 2023**

A Special public meeting of the Governing Board of Amphitheater Public Schools was held Tuesday, March 7, 2023 beginning at 5:30 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson, AZ 85705 in the Leadership and Professional Development Center.

Governing Board Members Present

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

Governing Board Member Absent

Ms. Susan Zibrat, Member

Superintendent's Cabinet Members Present

Mr. Todd A. Jaeger, J.D., Superintendent
Mr. Matthew Munger, 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. Elizabeth Jacome, Director of Curriculum and Assessment
Mr. Richard C. La Nasa, Executive Manager of Operational Support
Ms. Kristin McGraw, Director of Student Services
Ms. Julie Valenzuela, Director of 21st Century Education
Ms. Michelle Valenzuela, Director of Communications

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

Vice President Cox Golder said President Day asked her to preside tonight and called the meeting to order at 5:30 p.m. She noted that the Governing Board members and administration were attending the meeting virtually via Zoom and a roll call vote would be used.

2. PLEDGE OF ALLEGIANCE

Vice President Cox Golder asked Mr. Kopec to lead the Pledge of Allegiance.

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

Vice President Cox Golder announced that the next Regular Governing Board Meeting would be held on Tuesday, March 28, 2023 at 6:00 p.m. at the Wetmore Center, 701 W. Wetmore Road, Tucson AZ, 85705, in the Leadership and Professional Development Center.

4. PUBLIC COMMENT

There were no comments.

5. CONSENT AGENDA

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

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

Mr. Kopec moved for Consent Agenda Items 5. A- K. be approved as presented. Dr. Baker seconded the motion. Roll Call vote in favor – 4. President Day, Vice President Cox Golder, Dr. Baker and Mr. Kopec. Opposed – 0. Consent Agenda Items 5. A- K. passed.

A. Approval of Appointment of Non-Administrative Personnel

Administrative personnel appointments were approved as listed in Exhibit 1.

B. Approval of Personnel Changes

Non-administrative personnel appointments were approved as listed in Exhibit 2.

C. Approval of Leave(s) of Absence

Leave(s) of absence were approved as listed in Exhibit 3.

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

Separations and terminations were approved as listed in Exhibit 4.

E. Approval of Stipend for Coaching Volunteers

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

F. Approval of Minutes of Previous Meeting(s)

The Governing Board approved the February 14, 2023 meeting minutes as submitted in Exhibit 6.

G. Approval of Vouchers Totaling and Not Exceeding Approximately \$1,287,994.19

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

Voucher #	Amount	Voucher #	Amount	Voucher #	Amount
1286	\$101,951.59	1287	\$141,481.18	1288	\$405,160.47
1289	\$444,676.75	1290	\$5,317.16	1291	\$142,221.60
1292	\$13,501.42	1293	\$33,684.02		

H. Acceptance of Gifts

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

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

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

J. Award of Contract for E-Rate Cat.2 Firewall, Firewall Services, Cabling, Network Switches with Components (RFP) 2282023: FY 22-23

The Governing Board approved Award of Contract for E-Rate Cat.2 Firewall, Firewall Services, Cabling, Network Switches with Components (RFP) 2282023: FY 22-23 to Hye Tech Networks & Security Solutions, LLC.

K. Approval of Out of State Travel

The Governing Board approved requests for Out of State Travel as submitted in Exhibit 9.

6. PUBLIC COMMENT

There were no comments.

7. BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

There were no requests.

8. ADJOURNMENT

Mr. Kopec moved to adjourn. Dr. Baker seconded the motion. There was no discussion. Roll Call vote in favor – 4. President Day, Vice President Cox Golder, Dr. Baker and Mr. Kopec. Opposed-0. The meeting adjourned at 5:34 pm.

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

March 27, 2023
Date

Deanna M. Day M. Ed, Governing Board President

March 28, 2023
Date



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

DATE OF MEETING: March 28, 2023

TITLE: Approval of Vouchers Totaling and Not Exceeding Approximately \$2,503,179.10

BACKGROUND:

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

RECOMMENDATION:

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

INITIATED BY:

Scott Little, Chief Financial Officer

Date: March 27, 2023

Todd A. Jaeger, J.D., Superintendent



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

DATE OF MEETING: March 28, 2023

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: March 13, 2023

Todd A. Jaeger, J.D., Superintendent

Gifts and Donations List		
Gifts and Donations		03/28/23
Chk in the amount \$13,059.68	Amphitheater Foundation	Other
\$50 25 Gift Card Sets	Impact of Southern AZ	Other
25 Twin Blankets	Impact of Southern AZ	Other



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

DATE OF MEETING: March 28, 2023

TITLE: Approval of Parent Support Organization(s) – 2022-2023

BACKGROUND:

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

CDO Beach Volleyball

RECOMMENDATION:

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

INITIATED BY:

Scott Little

Scott Little, Chief Financial Officer

Date: March 21, 2023

Todd A. Jaeger

Todd A. Jaeger, J.D., Superintendent

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

School Year 2022 - 2023

Name of Organization CDO Beach Volleyball School Canyon del Oro High Sch

Related Student Organization or Club _____ Taxpayer I.D. 82-4599533

OFFICERS:

Name: <u>Sayonara Coulter</u>	Name: <u>Darlene Garner</u>
Office Held: <u>President</u>	Office Held: <u>Treasurer</u>
Address: _____	Address: _____

E-mail: _____	E-mail: _____
Phone(s): _____	Phone(s): _____
Date taking office: <u>03/07/22</u>	Date taking office: <u>03/07/22</u>

Name: <u>Dawn Navarrete</u>	Name: _____
Office Held: <u>Vice President</u>	Office Held: _____
Address: _____	Address: _____

Phone(s): _____	Phone(s): _____
Date taking office: <u>03/07/22</u>	Date taking office: _____

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

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

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

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

Member meetings held how often? twice 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.

<u>Sayonara Coulter</u>	<u>2-8-23</u>	Signature	Date	Signature	Date
<u>Darlene Garner</u>	<u>2/28/23</u>	Signature	Date	Signature	Date
<u>Tara Bullock</u>	<u>3/7/23</u>	Signature	Date	Signature	Date

MAR 9 '23 11:27

For district use: Finance Department recommendation: approved

Governing Board Agenda date: 3/28/23



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

DATE OF MEETING: March 28, 2023

TITLE: Approval of New Rates to Lease Off-Duty Police Officer with Vehicle from Tucson Police Department for Extracurricular Needs

BACKGROUND:

On August 23, 2022, the Governing Board approved agreements to hire off-duty police officers from the various jurisdictions within the Amphitheater School District for purposes such as traffic management or being present at extracurricular events. The Tucson Police Department (TPD), operated through its third-party scheduling company named Off Duty Management, increased its rates for such off-duty assignments and, thus, the Governing Board approved a new rate agreement for off-duty TPD officers on August 30, 2022. On March 7, 2023, TPD notified the District that TPD's Special Duty & Major Events Unit has made the decision to increase the hourly compensation rates across the board for its off-duty police services. This rate increase will go into effect on April 2, 2023. The "officer" level hourly rate is now \$64.11 up from \$59.33 (+4.78). All level rates are increasing; however, the vehicle rate will remain \$15.00. Therefore, this agenda item is provided to permit the Board to approve the revised billable rates.

Title	Total Hourly Rate
Officer	\$64.11
Sergeant*	\$72.48
Commander*	\$80.84
Officer Holiday**	\$96.17
Sergeant Holiday**	\$108.71
Commander Holiday**	\$121.26
Officer Emergency***	\$96.17
Sergeant Emergency***	\$108.71
Commander Emergency***	\$121.26
Vehicle	\$15.00

3 Hour Minimum per Request

RECOMMENDATION:

The Administration recommends approval of the revised billable rates for hiring an off-duty Tucson Police Department officer.

INITIATED BY:


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

Date: March 20, 2023


 Todd A. Jaeger, J.D., Superintendent



GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

DATE OF MEETING: March 28, 2023

TITLE: Approval of Out of State Travel

BACKGROUND:

STAFF

Walter Mangum of Technology requests permission to attend Cisco Training and Conference in Las Vegas, Nevada on June 4-8, 2023. Approximate cost of travel is \$1,378.91 and will be paid using Maintenance and Operating funds. No school days will be missed, and no substitute is required.

Freddie Contreras of Technology requests permission to attend Cisco Training and Conference in Las Vegas, Nevada on June 4-8, 2023. Approximate cost of travel is \$2,038.91 and will be paid using Maintenance and Operating funds. No school days will be missed, and no substitute is required.

Kimberly Begay of Native American Education requests permission to attend OK Jonson O'Malley Annual Conference in Tulsa, Oklahoma on April 3-7, 2023. The cost of travel is being paid by National Johnson-O'Malley Association (NJOMA). Five school days will be missed, and no substitute is required.

STUDENTS

Brie Ronnie, Janet Castles, Jillian Golder, Micaela Baer, Leslie McClyman, Kellie Collett, Amanda Nelson, Liz Escorza, Pamela Greer, Kylie Casper, Kellie Bauer, Erin Standish, Aimee Stabbert, Collen Vance, Scott Little, Maggie Cartie, Doris Campos, Susan Shepherd, Reina Small, Krista Wells, Jennie Lane, and Adam Martin request permission to take 50 fifth grade Painted Sky Elementary School students to Disney Imagineer Physics Lab and Riley Farms American Revolution Experience in Anaheim, California on May 1-3, 2023. Approximate cost of travel is \$36,500 and will be paid using Auxiliary and Tax Credit funds. Three school days will be missed, and substitutes are required.

Table with 3 columns: Budget Code, Key, and Description. Row 1: 001.00.100.2579.6582.550.0000, M & O, Non-Instructional Training, Staff Travel, Finance & Accounting. Row 2: 525.00.100.1001.6892.114.0000, Auxiliary, Classroom Instruction, Student Travel, Painted Sky.

RECOMMENDATION:

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

INITIATED BY:

Handwritten signature of Matthew Munger

Matthew Munger
Associate Superintendent for Secondary Education

Date: March 20, 2023

Handwritten signature of Todd A. Jaeger
Todd A. Jaeger, J.D., Superintendent

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

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

EMPLOYEE(S): Walter Mangum

SCHOOL: District Offices
Department (opt.): IT
DATE(S): 06/04/2023 to 06/08/2023

ACTIVITY/EVENT: Cisco Training and Conference

LOCATION: Las Vegas, NV

ABSENCE: # Days 4 Sub Required: Yes No # of School Days Missed _____

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	<u>APPROXIMATE COST</u>	<u>BUDGET CODE/DESCRIPTION</u>
Registration	<u>Paid for with Credits</u>	_____
Transportation	_____ Mode _____	_____
Rental Car	_____	_____
Meals	<u>295.00</u>	<u>001.00.100.2579.6582.550.0000</u>
Lodging	<u>1083.91</u>	<u>001.00.100.2579.6582.550.0000</u>
Substitutes	_____	_____
TOTAL	<u>1378.91</u>	

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

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

Purpose of travel: Network Administration and Security Training

Outcomes and academic benefits to students and staff: Network Security

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

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

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

Submitted by: [Signature] 3/17/23
Signature Date
[Signature] 3/1/23
Principal/Supervisor Date
[Signature] 3/1/23
Associate Superintendent/Supervisor Date

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

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

EMPLOYEE(S): **Freddie Contreras**

SCHOOL: **District Offices**

Department (opt.): **IT**

DATE(S): **06/04/2023 to 06/08/2023**

ACTIVITY/EVENT: **Cisco Training and Conference**

LOCATION: **Las Vegas, NV**

ABSENCE: # Days **4** Sub Required: Yes No # of School Days Missed _____

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	<u>APPROXIMATE COST</u>		<u>BUDGET CODE/DESCRIPTION</u>
Registration	Paid for with Credits		
Transportation	660.00	Mode Private Vehicle/Parking	001.00.100.2579.6582.550.0000
Rental Car	_____		
Meals	295.00		001.00.100.2579.6582.550.0000
Lodging	1083.91		001.00.100.2579.6582.550.0000
Substitutes	_____		
TOTAL	2038.91		

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

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

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

Purpose of travel: **Network Administration and Security Training**

Outcomes and academic benefits to students and staff: **Network Security**

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

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

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

Submitted by: 3/1/23
 Signature Date
 3/1/23
 Principal/Supervisor Date

 Associate Superintendent/Superintendent Date

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

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

EMPLOYEE(S): Kimberly Begay

SCHOOL: District Offices
Department (opt.): Native American Education
DATE(S): April 3-7, 2023

ACTIVITY/EVENT: OK Johnson O'Malley Annual Conference

LOCATION: Tulsa, Oklahoma

ABSENCE: # Days 5 Sub Required: Yes No # of School Days Missed 5

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	<u>APPROXIMATE COST</u>	<u>BUDGET CODE/DESCRIPTION</u>
		<small>(Note: Tax credit contributions are District funds and require a budget code.)</small>
Registration	<u>Paid by National Johnson-O'Malley Association (NJOMA)</u>	<u>N/A</u>
Transportation	<u>Paid by NJOMA</u> Mode _____	<u>N/A</u>
Rental Car	_____	_____
Meals	<u>Paid by NJOMA</u>	<u>N/A</u>
Lodging	<u>Paid by NJOMA</u>	<u>N/A</u>
Substitutes	_____	_____
TOTAL	<u>\$0.00</u>	

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

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

Purpose of travel: **Will present JOM workshop as an invited guest presenter and learn new strategies to review mutually developed standards of educational excellence for Indian students served by the JOM programs.**

Outcomes and academic benefits to students and staff: **To implement the new strategies and techniques in strengthening tribal partnerships for educational success programs that will benefit Amphi Native students.**

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

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

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

Submitted by: Kimberly A Begay 3/1/2023
Signature Date
Charlene Mansouri 3/2/2023
Principal/Supervisor Date
[Signature] 2/6/2023
Associate Superintendent/Superintendent Date

AMPHITHEATER PUBLIC SCHOOLS
STAFF/STUDENT TRAVEL REQUEST

Attach supporting documentation as needed

ORIGINAL SUBMISSION

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

SCHOOL: Painted Sky Elementary

ESTIMATED NUMBER OF STUDENTS: 50

NAME OF SCHOOL GROUP/CLUB/ENTITY: Painted Sky 5th Grade

STAFF ADVISOR(S)/CHAPERONES: Brie Ronnie, Janet Castles
Jillian Golder, Micaela Baer, Leslie McClyman, Kellie Collett, Amanda Nelson, Liz Escorza, Pamela Greer, Kylie Casper, Kellie Bauer, Erin Standish, Aimee Stabbert, Collen Vance, Scott Little, Maggie Cartie, Doris Campos, Susan Shepherd, Reina Small, Krista Wells, Jennie Lane, Adam Martin

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

ACTIVITY / EVENT / PURPOSE OF TRAVEL: Disney Imagineer Physics Lab and Riley Farms American Revolution Experience

DESTINATION OF TRAVEL: Anaheim, California

DATES OF TRAVEL: May 1-3, 2023

ACADEMIC BENEFITS TO STUDENTS: 50 5th graders will travel to California for the Disney Imagination Campus Properties of Motion Physics Lab and the Riley Farms American Revolution Simulation. In the Physics lab students will learn how kinetic energy and speed are used to create attractions and gain an understanding of the real-world application of physics. Students will design coasters based on the laws of force and motion then ride a similar attraction and have the chance to modify their designs, back at the Physics Lab, based on their findings. They will design and build 3 prototypes. The historical simulation at Riley Farms will depict the key events that led to the American Revolution. The students will take on the duties of the soldiers, reenact the battles, and arrive at historically accurate solutions. They will experience a first-hand glimpse of America's past during an historical American Revolution Reenactment. The students will participate and compete in building the most structurally sound roller coaster, applying what they learned from the Physics lab, as well as a history quiz competition at Riley Farms.

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

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

PROPOSED METHOD OF TRANSPORTATION:

District-owned vehicles

Transportation approval: _____

Other Project Exploration

Are expenses paid from any of the following accounts? ¹⁴⁴ Auxiliary yes Tax Credits yes Club Funds no
Parent Organization no

EXPENSES REQUESTED: (OBTAIN RECEIPTS FOR ALL INCURRED EXPENSES)

	APPROX. COST	BUDGET CODE
Registration	<u>\$36,500</u>	<u>525/526.00.100.1001.6892.114.0000</u>
Transportation	_____	_____
Meals	_____	_____
Lodging	_____	_____
Substitutes	_____	_____
TOTAL	<u>\$36,500</u>	

WILL THE DISTRICT RECEIVE REIMBURSEMENT? no
 IF SO, SOURCE & AMOUNTS: The field trip is paid for with tax credit donations, fundraising, and by the parents.

HOW ARE CHAPERONE EXPENSES PAID? Chaperones will pay for themselves.

COST TO EACH STUDENT \$ 730 or \$670-unless enough money is raised through donations and fundraising.

HOW IS THIS TRAVEL MADE AVAILABLE TO ALL ELIGIBLE STUDENTS (LOW FAMILY INCOME PROVISIONS)? Tax credits and fundraising.

FUNDING SOURCE(S): Tax credits, fundraising, and parents.

FUNDRAISING ACTIVITIES PLANNED (If applicable):
Restaurant nights, car wash, and a bake sale are planned for future. Business donations.

SUBMITTED BY: _____ 1/6/23

Signature

Date

APPROVED BY:

[Signature]
 Principal/Supervisor

2/22/23
 Date

[Signature]
 Associate Superintendent/Supervisor

2/28/23
 Date



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

DATE OF MEETING: March 28, 2023

TITLE: Study of Calendar Options for School Year 2024-2025

BACKGROUND:

Amphitheater Public Schools reviews and approves calendars two school years in advance for the benefit of its parents, students, and staff. This agenda item will permit the Governing Board to consider viable calendar options for FY 2024-2025.

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 in less than instructional days. The attached proposed calendars for the 2024-2025 fiscal year reflects a calendar of 177 days that satisfy the state’s equivalent number of instructional minutes requirement.

Administration is presenting two options, for the 2024-2025 calendar:

- Option 1 follows the current school calendar. School would start on the first Thursday in August (8/1/24) and end two weeks before Memorial Day (5/15/25).
- Option 2 moves the start of school later. School would start on the first Wednesday in August (8/7/24) and would end in the week before Memorial Day (5/21/25).

The starting and ending dates are the only differences between the two options.

Administration gathered input on both options from families via a survey emailed March 2, 2023. The results of the survey will be shared at the Board meeting.

RECOMMENDATION:

This agenda item is presented for the Board’s review and discussion at this time; no action is required. Following the Board’s two-meeting procedure for policy implementation, a proposed calendar for FY 2024-2025, as appropriate, will be presented for approval at the next Board meeting.

INITIATED BY:

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

Date: March 23, 2023

Todd A. Jaeger, J.D., Superintendent

AMPHITHEATER PUBLIC SCHOOLS CALENDAR OPTION 1 FOR 2024-2025 SCHOOL YEAR

July '24

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

August '24

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

September '24

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

October '24

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

November '24

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

December '24

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

January '25

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

February '25

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

March '25

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

April '25

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

May '25

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

June '25

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

School Holidays	
September 2	Labor Day
October 7 - 11	Fall Break
November 11	Veterans Day
November 27 - 29	Thanksgiving
Dec 23 - Jan 3	Winter Break
January 20	Martin Luther King Day
February 20 - 21	Rodeo Break
March 17 - 21	Spring Break

	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 1 - Oct 4	46 days
2nd	Oct 14 - Dec 19	45 days
3rd	Jan 6 - Mar 14	47 days
4th	Mar 24 - May 15	39 days
Total		177 days

Important Dates for Staff	
July 4	Independence Day
Dec 24-26, Jan 1-2	Winter Holidays
March 19 - 21	Spring Break
May 26	Memorial Day

AMPHITHEATER PUBLIC SCHOOLS CALENDAR OPTION 2 FOR 2024-2025 SCHOOL YEAR

July '24

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

August '24

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

September '24

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

October '24

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

November '24

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

December '24

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

January '25

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

February '25

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

March '25

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

April '25

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

May '25

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

June '25

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

School Holidays	
September 2	Labor Day
October 7 - 11	Fall Break
November 11	Veterans Day
November 27 - 29	Thanksgiving
Dec 23 - Jan 3	Winter Break
January 20	Martin Luther King Day
February 20 - 21	Rodeo Break
March 17 - 21	Spring Break

	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 7 - Oct 4	42 days
2nd	Oct 14 - Dec 19	45 days
3rd	Jan 6 - Mar 14	47 days
4th	Mar 24 - May 21	43 days
	Total	177 days

Important Dates for Staff	
July 4	Independence Day
Dec 24-26, Jan 1-2	Winter Holidays
March 19 - 21	Spring Break
May 26	Memorial Day



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

DATE OF MEETING: **March 28, 2023**

TITLE: **Approval of Joint Partial Recommendation from Meet and Confer Committee Concerning Paid Holidays and Corresponding Necessitated Changes to the Fiscal Year 2023-2024 Calendar**

BACKGROUND:

Representatives of the Amphitheater Education Association (AEA) and the District Administration have begun meeting and conferring regarding a compensation package recommendation for Fiscal Year (FY) 23-24. The teams began with a joint survey of employees to gather input on matters to be discussed during the compensation portion of meet and confer. They used this data to focus their discussions for a recommendation for the use of new and unencumbered funds to be received from the State of Arizona that are available for employee compensation and fringe benefits in FY 23-24.

The meet and confer committee has developed a partial recommendation on employee fringe benefits for FY 23-24 concerning paid holidays and teacher planning days as identified on the FY 23-24 calendar. This is only a partial recommendation. The joint meet and confer committee is continuing to meet and confer about employee compensation and fringe benefits for FY 23-24. However, the committee recommends that its partial recommendation be considered now so that the information is available as contracts are issued to new hires.

A copy of the signed partial joint recommendation is submitted with this agenda item. It makes the following recommendations:

We, the undersigned members of the Certificated/Professional and Support Staff Meet and Confer Teams have met and conferred as a unified group concerning compensation and fringe benefits for District employees for the Fiscal Year (FY) 23-24. This is a partial recommendation. The teams are continuing to meet and confer with our next meeting scheduled on March 23, 2023, but we recommend that the Superintendent present the following partial recommendation to the Governing Board at the next available Governing Board meeting for consistent information concerning paid holidays and teacher planning days to be considered before any FY 23-24 contract is issued.

The meet and confer committee recommends that the Governing Board approve the following revisions for employees:

1. *Increase the number of “All/Returning Teacher Planning Days” (identified on the District calendar) before school starts to four (4) days, which shall include one (1) day set aside for teacher prep (this was already in place) and the new/additional planning day shall be set aside only for teacher prep or District-wide initiatives. The remaining two (2) planning days will continue to be scheduled by site administration.*

2. *Increase the number of paid holidays by one (1) additional paid holiday for all qualified employees (certificated, classified, professional, and administrative) to occur on the Wednesday before Thanksgiving. This will keep the number of work days for certificated staff consistent based on a 1.0 F*

In addition, the meet and confer committee further recommends that the additional teacher planning day for the FY 23-24 school year be used specifically for the District-wide initiative of training on Infinite Campus. Given the late notice of this recommendation, the committee further recommends that administration create alternative dates for Infinite Campus training in lieu of the fourth training day for FY 23-24 only.

Employee Input on Recommendations

The meet and confer committee presented this partial recommendation to District personnel for approval and comment using Survey Monkey. The survey was sent to all District employees on Thursday, March 23, 2023. Employees will be able to provide input through Monday, March 27, 2023, and the survey results will be shared during the Board meeting.

RECOMMENDATION:

Administration recommends that the Governing Board approve the joint recommendation as presented and, because this is only an initial joint recommendation, reserve the right to approve additional recommended changes to employee compensation and fringe benefits for FY 23-24 as may be provided through the meet and confer process.

Approval of this item as presented permits the following minimum changes: (1) amendment to the fringe benefits for qualified employees for FY 23-24 and (2) amendment to the FY 23-24 calendar:

1. Increase the number of “All/Returning Teacher Planning Days” before school starts to four (4) days, which shall include one (1) day set aside for teacher prep (this was already in place) and the new/additional planning day shall be set aside only for teacher prep or District-wide initiatives. The remaining two (2) planning days will continue to be scheduled by site administration.
2. Increase the number of paid holidays by one (1) additional paid holiday for all qualified employees (certificated, classified, professional, and administrative) to occur on the Wednesday before Thanksgiving.
3. Approve the updated FY 23-24 calendar presented with this agenda item in order to account for the changes identified in numbers 1 and 2 above.

Finally, appreciation is expressed to the members of the meet and confer teams and facilitators who spent many hours researching and developing the proposed joint recommendation:

Amphitheater Education Association Professional Staff Team

Rebecca Green
Patricia Hebert
Robert Young

District Professional Staff Team

Matt Munger
Michelle Tong
Chris Trimble

Amphitheater Education Association Support Staff Team

Chad Guymon
Vanessa Harding
Robert Wacker

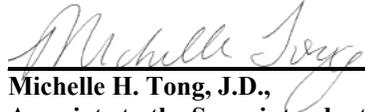
District Support Staff Team

Richard La Nasa
JJ Letts
Angela Wichers

Meet and Confer Facilitators

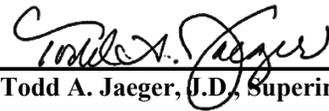
Tassi Call
Chris Gutierrez

INITIATED BY:



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

Date: March 23, 2022



Todd A. Jaeger, J.D., Superintendent

JOINT RECOMMENDATION OF THE MEET AND CONFER TEAMS FOR COMPENSATION MATTERS

We, the undersigned members of the Certificated/Professional and Support Staff Meet and Confer Teams have met and conferred as a unified group concerning compensation and fringe benefits for District employees for the Fiscal Year (FY) 23-24. This is a partial recommendation. The teams are continuing to meet and confer with our next meeting scheduled on March 23, 2023, but we recommend that the Superintendent present the following partial recommendation to the Governing Board at the next available Governing Board meeting for consistent information concerning paid holidays and teacher planning days to be considered before any FY 23-24 contract is issued.

The meet and confer committee recommends that the Governing Board approve the following revisions for employees:

1. Increase the number of "All/Returning Teacher Planning Days" (identified on the District calendar) before school starts to four (4) days, which shall include one (1) day set aside for teacher prep (this was already in place) and the new/additional planning day shall be set aside only for teacher prep or District-wide initiatives. The remaining two (2) planning days will continue to be scheduled by site administration.
2. Increase the number of paid holidays by one (1) additional paid holiday for all qualified employees (certificated, classified, professional, and administrative) to occur on the Wednesday before Thanksgiving. This will keep the number of work days for certificated staff consistent based on a 1.0 FTE.

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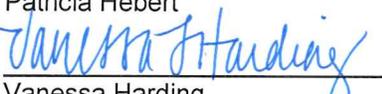
In addition, the meet and confer committee further recommends that the additional teacher planning day for the FY 23-24 school year be used specifically for the District-wide initiative of training on Infinite Campus. Given the late notice of this recommendation, the committee further recommends that administration create alternative dates for Infinite Campus training in lieu of the fourth training day for FY 23-24 only.

DATED this 20th day of March, 2023.

For the Amphitheater Education Association


Rebecca Green


Patricia Hebert


Vanessa Harding


Chad Guymon


Robert Wacker


Tassi Call

For the District:

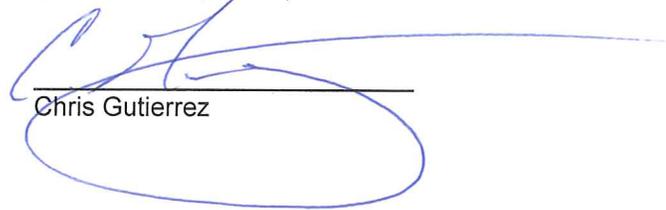

Matt Munger


Michelle Tong


Richard LaNasa


JJ Letts

* The following committee members were not in attendance:
Robert Young (AEA), Angela Wichers (District), Chris Trimble (District).


Chris Gutierrez

AMPHITHEATER PUBLIC SCHOOLS CALENDAR 2023-2024 SCHOOL YEAR

July '23

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

August '23

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

September '23

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

October '23

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

November '23

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

December '23

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

January '24

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

February '24

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

March '24

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

April '24

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

May '24

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

June '24

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

School Holidays	
September 4	Labor Day
October 9 - 13	Fall Break
November 10	Veterans Day
November 22 - 24	Thanksgiving
Dec 25 - Jan 5	Winter Break
January 15	Martin Luther King Day
February 22 - 23	Rodeo Break
March 18 - 22	Spring Break

	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 3 - Oct 6	46 days
2nd	Oct 16 - Dec 21	45 days
3rd	Jan 8 - Mar 15	47 days
4th	Mar 25 - May 16	39 days
	Total	177 days

Important Dates for Staff	
July 4	Independence Day
July 26	New Teachers First Day
July 31	Returning Teachers First Day
Dec 25-27, Jan 1-2	Winter Holidays
March 20 - 22	Spring Break
May 27	Memorial Day



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

DATE OF MEETING: **March 28, 2023**

TITLE: Adoption of Resolution Authorizing the Issuance & Sale of School Improvement Bonds of the Amphitheater Unified School District No. 10 of Pima County, Arizona and the Adoption of Resolution Authorizing the Issuance & Sale of Refunding 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 bonds February of 2017, March of 2019 and March of 2021. The District is ready to issue the final \$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.

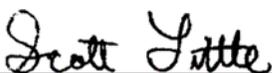
A favorable interest rate market has presented the district with the opportunity to refinance up to \$12,100,000 of outstanding debt. This refinancing would provide a minimum estimated savings to the taxpayers of \$400,000 over the remaining bond payments.

The district is pursuing a negotiated private sale based upon the outcome of the recent bond sale. The preliminary plan is to negotiate a refinancing by early May with a June 1st closing date allowing for the required 30 day call window before the July 1st payment. If we are unable to make the proposed schedule, we will have to postpone refinancing until this fall (October 1st to December 1st) to stay within the Internal Revenue Service's 90 day tax exempt window while hoping that the interest rate market remains stable.

RECOMMENDATION:

The Administration recommends that the Governing Board approved the attached forms of Resolution and authorize the Governing Board President, Superintendent and Chief Financial Officer to execute the documents outlined in the resolution.

INITIATED BY:


Scott Little, Chief Financial Officer

Date: March 27, 2023


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 D (2023); 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, BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT; AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FOR THE PURCHASE OF THE BONDS; APPROVING THE FORM OF THE BONDS AND 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; ADOPTING ISSUANCE AND POST-ISSUANCE TAX COMPLIANCE PROCEDURES IN CONNECTION WITH ISSUANCE OF BONDS OF THE DISTRICT; 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 Bonds will be sold through any or all of the following methods as determined by the Superintendent of the District (the “*Superintendent*”) or the Chief Financial Officer of the District (the “*Chief Financial Officer*”): (i) a negotiated sale to Stifel, Nicolaus & Company, Incorporated, as underwriter (the “*Underwriter*”), not acting as a municipal advisor (as defined in the Securities and Exchange Commission’s Municipal Advisor Rule), pursuant to the Strategic Alliance for Volume Expenditures (SAVE) Cooperative Response Proposal #C-005-1718 (the “*SAVE Contract*”) and/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 (the “*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, in each case on such terms as may hereafter be approved by the Superintendent or Chief Financial Officer; and

WHEREAS, by this resolution, the Superintendent or the Chief Financial Officer are each hereby authorized and directed to determine on behalf of the District one or 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 “*Bond Purchase Agreement*”), in customary form as approved by the District’s bond counsel, Gust Rosenfeld P.L.C. (“*Bond Counsel*”) 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 substantially the form now on file with the Board.

WHEREAS, the Bonds will be sold in negotiation to the Underwriter pursuant to the Bond Purchase Agreement or placed with other bond purchaser(s) (collectively, with the Underwriter, the “*Purchaser*”) pursuant to the terms of the placement provided in the Placement Agent Agreement, the terms of such placement may be evidenced by a written certificate, receipt or other purchase commitment (collectively, with the Bond Purchase Agreement, the “*Purchase Contract*”), 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 to the Purchaser in accordance with the Purchase Contract 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 D (2023), and the Bonds shall be executed, 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 2023, or are sold in more than one series, and all or a portion of the Bonds may be designated as “tax-exempt” or “taxable” under the Code (as defined herein) 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 Contract shall mature on January 1 or July 1 in some or all of the years 2024 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 4.0%. 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 Contract and approved by the Board President (the “*President*”), any other member of the Board, the Superintendent or the Chief Financial Officer (collectively, the “*Authorized Officers*” and each an “*Authorized Officer*”), and such approval shall be evidenced by the execution and delivery of the Purchase Contract. The Bonds shall be issued in fully registered form in denominations of \$5,000 of principal amount or integral multiples

thereof (or in denominations of \$100,000 or integral multiples of \$1,000 in excess thereof in the event the Bonds are issued in a private placement), equal to the respective year's maturity amount. If the Book-Entry-Only System (as defined herein) is discontinued or not used, the Bonds shall be in denominations of \$5,000 each or integral multiples thereof, if sold to the Underwriter in a negotiated sale. 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, 2023 (or such other date as set forth in the Purchase Agreement).

B. Book-Entry-Only System. So long as the Bonds are administered under the book-entry-only system (the "*Book-Entry-Only System*") described in the Letter of Representations (as defined herein), 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 District has previously entered into an agreement (the "*Letter of Representations*") with DTC in connection with the issuance of the District's bonds including the Bonds (if sold to the Underwriter in a negotiated sale) and, while the Letter of Representations is in effect, the procedures established therein shall apply to the Bonds (if sold to the Underwriter in a negotiated sale).

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 owner or 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 Contract.

Section 3. Prior Redemption.

A. Optional Redemption. The Bonds may be subject to optional redemption as set forth in the Purchase Contract.

B. Mandatory Redemption. The Bonds may be subject to mandatory redemption as set forth in the Purchase Contract.

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”), if applicable, 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 as negotiated sale by the Underwriter, or \$1,000 if placed by the Placement Agent. 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.

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 Contract 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 form of the Bond Purchase Agreement, in customary form and approved by Bond Counsel, between the District and the Underwriter is hereby approved. If the Bonds are sold to the Underwriter, the

Authorized Officers are each hereby directed to cause the Bond Purchase Agreement to be completed and are each hereby authorized to execute the Bond Purchase Agreement 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 Bond Purchase Agreement as completed shall be conclusive evidence of such approval of the final terms and provisions.

The form of the Placement Agent Agreement, in substantially the form submitted to and on file with the Board, is hereby approved. If the Bonds are placed by the Placement Agent, the Authorized Officers are each hereby directed to cause the Placement Agent Agreement to be completed and are each hereby authorized to execute the Placement Agent Agreement 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 Placement Agent Agreement 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, is hereby approved and the Authorized Officers are each 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 are each 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 Underwriter, and audited financial statements of the District and (ii) an agreement to provide listed events disclosure to MSRB.

E. Official Statement. If applicable, 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, in substantially the form submitted to and on file with the Board 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 any of the Authorized Officers. The Authorized Officers are hereby authorized and directed to 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 Authorized Officers are each hereby

authorized to execute and deliver the Official Statement on behalf of the District, and such execution shall be conclusive evidence of such approval.

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. If the Bonds are sold to the Underwriter, the Underwriter will propose to purchase the Bonds pursuant to the Bond Purchase Agreement. 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 Bond Purchase Agreement shall be finalized. The Authorized Officers are each hereby authorized and directed to cause the Bond Purchase Agreement to be completed and/or executed; provided, however, that the parameters of this resolution shall govern the Bond Purchase Agreement and none of the Authorized Officers are authorized to insert in the Bond Purchase Agreement any terms or conditions which would be contrary to this resolution. Upon the completion, execution and delivery of the Bond Purchase Agreement, the Bonds are ordered sold to the Underwriter pursuant to the Bond Purchase Agreement.

If the Bonds are placed by the Placement Agent, the Placement Agent will place the Bonds pursuant to the Placement Agent Agreement. 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 Placement Agent Agreement shall be finalized. The Authorized Officers are each hereby authorized and directed to cause the Placement Agent Agreement to be completed and/or executed; provided, however, that the parameters of this resolution shall govern the Placement Agent Agreement and none of the Authorized Officers are authorized to insert in the Placement Agent Agreement any terms or conditions which would be contrary to this resolution. Upon the completion, execution and delivery of the Placement Agent Agreement, the Bonds are ordered to be placed with the Purchaser pursuant to the Placement Agent Agreement.

The Treasurer is hereby authorized and directed to receive payment for the Bonds in accordance with the terms of the Purchase Contract. Any other provisions of this resolution to the contrary notwithstanding, the Bonds, in aggregate, 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 take any action and make any modifications to the documents described in Section 7 hereof to accomplish the purposes of the 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 Bonds may not be transferred unless (i) in Authorized Denominations, (ii) any transferee is an approved investor, and (iii) any transferee that provides the Registrar with a completed Investor Letter, in the form attached hereto as Exhibit I to Exhibit A and which is incorporated herein by reference. For the purposes of the Bonds, “Approved Investor” means a “qualified institutional buyer,” as such term is defined in Rule 144A of the Securities Act of 1933, as amended (the “Securities Act”), or an “accredited investor” (excluding natural persons) as defined in 501(a)(1), (2), (3), or (7) under the Securities Act, who executes the Investor Letter, form set forth in Exhibit I to Exhibit A attached hereto.

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. If the Book-Entry-Only System is discontinued or not used, 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, series 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 discontinued or not used, 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 Bond Purchase Agreement or Placement Agent Agreement 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 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 Authorized Officers are each hereby 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 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 Authorized Officers are each hereby 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 and/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 Authorized Officers 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 Superintendent or 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.

Section 20. Issuance and Post-Issuance Compliance Procedures. The form of the Issuance and Post-Issuance Compliance Procedures Relating to Tax-Exempt Bonds and Other Tax-Exempt Financings in substantially the form attached hereto as *Exhibit B* is hereby approved and District staff shall follow the procedures set forth therein as it relates to issuance and post-issuance compliance procedures required by the Bonds or any other bonds or tax-exempt obligations of the District.

[Signature on following page]

PASSED, ADOPTED AND APPROVED by the Governing Board of
Amphitheater Unified School District No. 10 of Pima County, Arizona, on March 28, 2023.

President, Governing Board

[Signature page to Authorizing Resolution]

EXHIBIT A
(Form of 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(A)(1), (2), (3), OR (7) UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR TO AFFILIATES OR SUBSIDIARIES OF THE OWNER, 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 D (2023)**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Dated Date</u>	<u>CUSIP No.</u>
_____%	July 1, ____	_____, 2023	721832 ____

Registered Owner: [Cede & Co.][PURCHASER]

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, 2023] 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 or not used, 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.]

[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 [], upon surrender and cancellation of this bond. Upon such transfer a new bond will be issued to the transferee in exchange. The registrar or paying agent may be changed by the District without notice.]

[This bond shall be issued in denominations of \$100,000 or integral multiples of \$1,000 in excess thereof and shall be issued in fully registered form.]

[This bond may be transferred only in whole and only to a “qualified investor,” which means a qualified institutional buyer, as such term is defined in Rule 144A, of the Securities Act of 1933, as amended (the “*Securities Act*”) or an accredited investor (excluding natural persons) as defined in Rule 501(a)(1), (2), (3), or (7) under the Securities Act, who executes a Purchaser Letter in the form attached hereto as *Exhibit I*, and who agrees to comply with all applicable federal and state securities laws.]

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**

(facsimile)

President, Governing Board

DATE OF AUTHENTICATION AND REGISTRATION: [_____, 2023]

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 D (2023), 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	UNIF GIFT/TRANS MIN ACT- _____ Custodian _____
TEN ENT - as tenants by the entireties	(Cust) (Minor)
JT TEN - as joint tenants with right of survivorship and not as tenants in common	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

EXHIBIT I

FORM OF INVESTOR LETTER

Amphitheater Unified School District No. 10

Stifel, Nicolaus & Company, Incorporated

Re: Amphitheater Unified School District No. 10 of Pima County, Arizona
School Improvement Bonds, Project of 2016, Series D (2023)

Ladies and Gentlemen:

The undersigned (the “*Investor*”) hereby acknowledges that it is purchasing \$[_____] aggregate principal amount of School Improvement Bonds, Project of 2016, Series D (2023) (the “*Bonds*”) issued in authorized denominations \$100,000 or more pursuant to a Resolution (the “*Resolution*”) of the Governing Board of the Issuer, adopted March 28, 2023. 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 [_____, 2023] (the “*Placement Agreement*”), between Amphitheater Unified School District No. 10 of Pima County, Arizona (the “*Issuer*”) and Stifel, Nicolaus & Company, Incorporated (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 successful 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 a term sheet and Issuer financial statements and typical information provided within Issuer bond official statements, together with the Resolution and other legal documents in connection with the purchase of the Bonds (together with all supplements, modifications, and additions thereto prior to the date hereof, 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.
- 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: [_____, 20__]

Very truly yours,
_____, as Investor

By: _____
Name: _____
Title: _____

EXHIBIT B

**ISSUANCE AND POST-ISSUANCE COMPLIANCE PROCEDURES RELATING TO
TAX-EXEMPT BONDS, TAX CREDIT BONDS, AND OTHER TAX-EXEMPT
FINANCINGS FOR THE AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10
OF PIMA COUNTY, ARIZONA**

Date of Implementation: March 28, 2023

INTRODUCTION

Many conditions, restrictions and requirements must be complied with to permit and preserve the tax-exempt, tax credit or direct federal subsidy treatment of general obligation bonds, revenue bonds, lease-purchase agreements, and other tax-exempt financings by the Amphitheater Unified School District No. 10 of Pima County, Arizona (the “*District*”). Prior to issuance, the District and its bond counsel will review the facts and the reasonable expectations to determine if the issue will comply with these conditions, restrictions and requirements at the time of issuance. There are certain actions the District must perform after issuance to preserve the favorable tax treatment and certain actions of the District after issuance can adversely affect such treatment. In addition, the District must maintain proper records to demonstrate compliance. Because tax benefits may be critical to an investor’s decision to purchase the bonds or other obligations, the District covenants to the bond purchasers to comply with all of the conditions, restrictions and requirements throughout the life of the bonds.

Failure to comply may cause the District to be (a) liable to the bondholders, (b) subject to enforcement action by the Internal Revenue Service, (c) subject to a loss of all or part of any applicable direct federal subsidy, and (d) subject to enforcement action by the U.S. Securities and Exchange Commission. Therefore, it is important that the District take all necessary actions to ensure compliance with the conditions, restrictions and requirements applicable to each bond or other financing.

To ensure compliance, the District must identify a single person with overall compliance responsibility. The Superintendent and/or Chief Financial Officer, or his or her designee, will be the responsible person and is referred to in these procedures as the “*Bond Compliance Official*.” Anyone with any questions about the bonds, the proceeds of the bonds, the facilities financed with the bonds or compliance with the conditions, restrictions and requirements should discuss them

with the Bond Compliance Official who shall, as necessary, discuss them with bond counsel. The Bond Compliance Official shall meet with bond counsel to discuss these requirements and from time to time any changes in these requirements. In the event the District fails to comply with these procedures, the Bond Compliance Official shall meet with bond counsel as soon as practicable after the discovery of the failure to comply in order to discuss the steps required to correct the noncompliance.

1. INVESTMENT OF PROCEEDS UNTIL EXPENDED.

Detailed records of investments and earnings will be made and kept by the District with respect to all bond proceeds.

Generally, proceeds of bonds cannot be invested at a yield higher than the bond yield unless during certain specific temporary periods. Therefore, prior to closing, the Bond Compliance Official will determine with bond counsel which funds do or do not qualify for a temporary period. Qualifying information will be set out in a tax certificate. No proceeds will be invested at a yield higher than the bond yield unless they qualify. If the actual facts regarding the use of proceeds changes from what was reasonably expected at closing, the Bond Compliance Official will discuss those changes with bond counsel to see if the temporary periods are changed.

Bond proceeds include the amount received from the sale of the bonds, amounts held in a payment or reserve fund for the bonds and investment earnings on those amounts. The proceeds will not be invested in any investment where a yield cannot be determined. Any investment in a guaranteed investment contract or similar investment agreement will only be made in compliance with the bidding requirements as reviewed by bond counsel.

Bond proceeds from each issue will be invested so that they can be tracked separately from any other funds of the District. The District will work with the Treasurer of Pima County, Arizona (the “*County Treasurer*”) to be sure that invested earnings are properly allocated between bond proceeds and other funds, and that interest earnings on tax-exempt bonds are tracked separately from interest earnings on tax credit and direct pay bonds.

2. USE OF PROCEEDS.

Detailed records will be made and kept by the District with regard to the use of bond proceeds and shall be kept on a series by series basis. The amount, date of and purpose of

each expenditure will be recorded. If the project is also funded with non-bond proceeds, the records will reflect an allocation of expenditures between bond proceeds and other funds. No proceeds will be used to reimburse an expenditure made prior to the issue date of the bonds unless the reimbursement requirement, including the prior declaration of intent to reimburse, has been fully complied with and evidence of such compliance is maintained. The District's Governing Board (the "*District Board*") and the Bond Compliance Official are authorized to complete the declaration of intent to reimburse.

The District is expected to exercise diligence to expend the proceeds, to enter into within six months of the issue date a binding contract to expend at least 10% of the proceeds and to have expended most of the proceeds within three years. After the third anniversary of the issue, any remaining proceeds in the construction account must be yield restricted. Any remaining Tax Credit Bond (as defined herein) proceeds must be used to redeem bonds after three years.

The Bond Compliance Official shall periodically review the progress of the projects and the expenditure of proceeds to ensure timely expenditure of proceeds.

3. USE OF BOND FINANCED FACILITIES.

Detailed records of the use of proceeds will identify those facilities that are financed in whole or in part with bond proceeds and must reflect the allocation of bond proceeds and other funds used. Any sale or lease to, or other agreement for use by, a private party in a trade or business can adversely affect the tax status of the bonds. The District will not sell or lease any bond financed property or enter into any agreement with non-governmental entities for use or management of any bond financed property without a thorough review by the Bond Compliance Official and bond counsel. While not a comprehensive list, the Bond Compliance Official will review the following types of transactions with bond counsel prior to entering into any agreement with non-governmental entities or persons: (a) the sale or lease of any bond financed property, (b) any management contracts with a food service provider or book store, (c) any research agreement and (d) public-private partnerships. The Bond Compliance Official shall periodically review the use of all bond financed facilities to ensure compliance with the private use restrictions. In the event the District takes action that causes the bonds to meet the private business tests or private loan financing test, the Bond Compliance Official shall meet with bond counsel as soon practicable after the issue is discovered to discuss the steps required to correct the noncompliance, including,

if necessary, redeeming or defeasing all of the bonds that meet the private business tests or private loan financing test.

4. ARBITRAGE REBATE.

Any time that bond proceeds are permitted to be invested at a yield higher than the bond yield, the amount earned over the bond yield is arbitrage. With certain exceptions, the District is obligated to pay over (rebate) to the United States any arbitrage earned. The District will keep complete and accurate records of all investments of bond proceeds and all information supporting any applicable exceptions to the rebate requirement and will retain or ensure that the County Treasurer has retained a professional rebate consultant to review the records and prepare a report so that the District or the County Treasurer can make any necessary rebate payments. Unless exempt, the District must, at a minimum, make payments at every fifth anniversary of the issue and upon final payment. The Bond Compliance Official will review any exemption prior to each fifth anniversary and upon final payment to determine if any facts have changed which might eliminate the exemption.

5. RECORD RETENTION.

All records concerning the bond issue, including:

- a) the transcript of the original proceedings;
- b) investment of proceeds;
- c) use and allocation of proceeds, including any declaration of intent to reimburse;
- d) non-governmental use of bond financed property;
- e) payment of principal and interest on the bonds;
- f) the interest rate or rates on the bonds from time to time, if variable;
- g) compliance with reimbursement requirements;
- h) refunding of all or part of the bonds;
- i) payment of arbitrage rebate or information supporting any exemption to rebate; and
- j) evidence of compliance with special requirements for Tax Credit Bonds, Build America Bonds (Direct Pay), or Tax Credit Bonds (Direct Pay) (as defined herein).

shall be kept for the life of the bonds plus three years and, if the bonds are refunded, for the life of all of the refunding bonds plus three years (and in compliance with any State of Arizona records retention policies).

6. SPECIAL REQUIREMENTS FOR TAX CREDIT AND CERTAIN TAX CREDIT (DIRECT PAY) BONDS.

If the District issues any Qualified School Construction Bonds, Qualified Zone Academy Bonds, Qualified Forestry Conservation Bonds, New Clean Renewable Energy Bonds, or Qualified Energy Conservation Bonds (collectively, the “*Tax Credit Bonds*”), or any Qualified School Construction Bonds, Qualified Zone Academy Bonds, New Clean Renewable Energy Bonds, or Qualified Energy Conservation Bonds with a direct-pay feature (collectively, the “*Tax Credit Bonds (Direct Pay)*”), the following additional requirements will be met:

a) Capital Expenditure Requirement. All of the proceeds, including investment earnings, must be spent on capital expenditures (and not working capital) except that up to 2% of the proceeds can be spent on costs of issuance and proceeds can fund a reasonably required reserve fund. The Bond Compliance Official shall consult with bond counsel prior to issuance to determine that the 2% costs of issuance limit will not be exceeded, that any reserve fund complies with requirements, and that the balance of the proceeds will be spent on capital expenditures. The Bond Compliance Official will review all expenditures to ensure compliance.

b) Use of Proceeds for Tax Credit Bonds and Tax Credit Bonds (Direct Pay).

(i) At the date of issuance, the District must reasonably expect to:

(1) spend 100% or more of the proceeds for one or more qualified purposes within the 3-year period beginning on the date of issuance, and

(2) have a binding commitment with a third party to spend at least 10% of such proceeds within the 6-month period beginning on the date of issuance.

If the District does not spend 100% of the proceeds within the 3-year period from the date of issuance, the District shall redeem all of the nonqualified bonds within 90 days after the end of the 3-year period. The District may be able to receive an extension prior to the expiration of the 3-year period if the District establishes that failure to spend the proceeds is due to a reasonable cause and the District will continue to proceed to spend the proceeds with due diligence.

The Bond Compliance Official shall periodically review the progress of the projects and the expenditure of proceeds to ensure timely expenditure of proceeds. If the Bond Compliance Official believes that the District will not spend 100% of the proceeds within the 3-year period beginning the date of issuance, the Bond Compliance Official will contact bond counsel as soon as possible.

(ii) A qualified purpose for a:

(1) Qualified School Construction Bond is the construction, rehabilitation or repair of a public school facility or for the acquisition of land on which such a facility is to be constructed with part of the proceeds;

(2) Qualified Zone Academy Bond is a qualified purpose with respect to a qualified zone academy established by an eligible local education agency;

(3) Qualified Forestry Conservation Bond is one or more qualified forestry conservation purposes;

(4) New Clean Renewable Energy Bond is one or more qualified renewable energy facilities; and

(5) Qualified Energy Conservation Bond is one or more qualified conservation purposes.

The Bond Compliance Official shall review the qualified purpose of the applicable Tax Credit Bonds or Tax Credit Bonds (Direct Pay) to ensure compliance. Additionally, the Bond Compliance Official shall review the use of proceeds periodically to ensure continued compliance to spend 100% of the proceeds for the applicable qualified purpose.

c) Reserve Fund. The requirements of a reserve fund must be met, including the requirement that the yield on the reserve cannot exceed the discount rate determined on the date the Bond Purchase Agreement is signed and pursuant to the Treasury Rules set forth daily on www.treasurydirect.gov. The Bond Compliance Official shall review these requirements with bond counsel to ensure compliance and review this periodically to ensure continued compliance.

d) Maximum Term. The bonds cannot exceed the maximum term permitted for Tax Credit Bonds or Tax Credit Bonds (Direct Pay). The maximum term will be determined on the date the bonds are sold or on the date the Bond Purchase Agreement is signed and pursuant to the Treasury Rules set forth daily on www.treasurydirect.gov. The Bond Compliance Official shall review this requirement with bond counsel to ensure compliance.

e) Financial Conflicts of Interest. The District must certify that all applicable requirements relating to conflicts of interest are satisfied. The Bond Compliance Official shall review this requirement with bond counsel to ensure compliance.

f) Irrevocable Election. To qualify the bonds as one of the applicable Tax Credit Bonds (Direct Pay), the District must make an irrevocable election to have the applicable Tax Credit Bond (Direct Pay) section apply and to have Section 6431(f)(3)(B) of the Internal Revenue Code (the “Code”) apply to the bonds. The Bond Compliance Official shall ensure that the elections have been made and are evidenced in the transcript at the time of closing.

g) Authorize District Board and Bond Compliance Official to Act. The authorizing resolution must authorize the District Board and Bond Compliance Official or other authorized person to do all things necessary to take any action within its power and authority which would, other than as a result of the application of Section 6431(f) of the Code, prevent the interest income on the bonds from becoming includable in gross income for federal income tax purposes and to do all things necessary to continue to qualify as the applicable Tax Credit Bonds (Direct Pay) under the applicable Tax Credit Bond (Direct Pay) section and Section 6431(f) of the Code, to receive the direct subsidy payment. The Bond Compliance Official shall ensure that such authorization has been granted and is evidenced in the transcript at the time of closing.

h) Filing for Subsidy. An 8038-TC will be prepared by bond counsel, executed by the Bond Compliance Official or other authorized signer, filed promptly after closing and included in the transcript of Tax Credit Bonds or Tax Credit Bonds (Direct Pay). For each interest payment under any Tax Credit Bonds (Direct Pay), the Bond Compliance Official will prepare, sign and file an 8038-CP to request the payment of the direct pay credit from the United States. With respect to fixed rate bonds, the form must be filed no more than 90 days and not less than 45 days prior to the interest payment date. With respect to variable interest rate bonds, the credit payment will be aggregated on a quarterly basis and the 8038-CP must be filed for reimbursement in arrears not more than 45 days after the last interest payment date within that quarter.

Additionally, the Bond Compliance Official will discuss with bond counsel the requirements to appropriately reduce the amount of the credit and shall ensure that the amount of the credit requested is appropriately reduced for New Clean Renewable Energy Bonds and Qualified Energy Conservation Bonds on the 8038-TC and subsequent 8038-CPs.

i) De Minimis Premium. No Tax Credit Bond can be reoffered at an issue price which includes a premium which exceeds .25% of the stated redemption price at maturity, multiplied by the number of complete years to the earlier of maturity, mandatory redemption or first optional redemption date, if applicable. Prior to closing, the Bond Compliance Official shall review the pricing information with its bond underwriter to determine that this requirement has been complied with. The bond purchaser or underwriter will certify at the closing what the reoffering prices were reasonably expected to be to establish the amount of premium for each maturity.

j) Davis Bacon. If the District issues any New Clean Renewable Energy Bonds, Qualified Energy Conservation Bonds, Qualified Zone Academy Bonds or Qualified School Construction Bonds, the District must comply with the Davis Bacon requirements. The Bond Compliance Official shall ensure that the District complies with these requirements and files required quarterly filings.

7. SPECIAL REQUIREMENTS FOR BUILD AMERICA BONDS (DIRECT PAY).

If the District issues any Build America Bonds (Direct Pay), the following additional requirements will be met:

a) Capital Expenditure Requirement. All of the sales proceeds, including investment earnings, must be spent on capital expenditures (and not working capital) except that up to 2% of the proceeds can be spent on costs of issuance and proceeds can fund a reasonably required reserve fund. The Bond Compliance Official shall consult with bond counsel prior to issuance to determine that the 2% costs of issuance limit will not be exceeded, that any reserve fund complies with requirements, and that the balance of the sales proceeds will be spent on capital expenditures. The Bond Compliance Official will review all expenditures to ensure compliance.

b) De Minimis Premium. No Build America Bonds (Direct Pay) can be reoffered at an issue price which includes a premium which exceeds .25% of the stated redemption price at maturity, multiplied by the number of complete years to the earlier of maturity, mandatory redemption or first optional redemption date, if applicable. Prior to closing, the Bond Compliance Official shall review the pricing information with its bond underwriter to determine that this requirement has been complied with. In addition, the District shall review trading information

available at <http://www.emma.msrb.org> to monitor all trading activity up to the closing date of the bonds. The bond purchaser or underwriter will certify at the closing what the reoffering prices were reasonably expected to be to establish the amount of premium for each maturity.

c) Irrevocable Election. To qualify an issue as Build America Bonds (Direct Pay), the District must make an irrevocable election to have Sections 54AA and 54AA(g) of the Code apply to the bonds. The Bond Compliance Official shall ensure that the elections have been made and are evidenced in the transcript at the time of closing.

d) Authorize District Board and Bond Compliance Official to Act. The authorizing resolution must authorize the District Board and Bond Counsel Official or other authorized person to do all things necessary to take any action within its power and authority which would, other than as a result of the application of Section 54AA(g) of the Code, prevent the interest income on the bonds from becoming includable in gross income for federal income tax purposes and to do all things necessary to continue to qualify as Build America Bonds (Direct Pay) under Sections 54AA and 54AA(g) of the Code to receive the direct subsidy payment. The Bond Compliance Official shall ensure that such authorization has been granted and is evidenced in the transcript at the time of closing.

e) Filing for Subsidy. An 8038-B will be prepared by bond counsel, executed by the Bond Compliance Official or other authorized signer, filed promptly after the closing and included in the transcript. For each interest payment, the Bond Compliance Official will prepare, sign and file an 8038-CP to request the payment of the direct pay credit from the United States. With respect to fixed rate bonds, the form must be filed not more than 90 days and not less than 45 days prior to the interest payment date. With respect to variable interest rate bonds, the credit payment will be aggregated on a quarterly basis and the 8038-CP must be filed for reimbursement in arrears not more than 45 days after the last interest payment date within that quarter.

Prior to closing, the District will determine to whom the credit payment will be sent and will obtain the necessary information to properly direct the payment.

RESOLUTION

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA REFUNDING BONDS, SERIES 2023; DELEGATING THE AUTHORITY TO APPROVE CERTAIN MATTERS WITH RESPECT TO THE BONDS AND THE BONDS BEING REFUNDED; PROVIDING FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; AUTHORIZING THE APPOINTMENT OF A PLACEMENT AGENT, A BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT AND A DEPOSITORY TRUSTEE; AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FOR THE PURCHASE OF THE BONDS; APPROVING THE FORM OF THE BONDS AND CERTAIN DOCUMENTS AND AUTHORIZING COMPLETION, EXECUTION AND DELIVERY THEREOF; AND RATIFYING ALL ACTIONS TAKEN OR TO BE TAKEN TO FURTHER THIS RESOLUTION.

WHEREAS, Amphitheater Unified School District No. 10 of Pima County, Arizona (the “*District*”) has issued certain school improvement bonds (the “*Prior Bonds*”), and the Governing Board of the District (the “*Board*”) has decided to provide for the refunding and, as applicable, redemption of a certain amount of the Prior Bonds on or prior to their respective maturity dates (the “*Bonds Being Refunded*”); and

WHEREAS, the Board has determined that it is expedient to refund some or all of the Bonds Being Refunded and that the issuance of refunding bonds and the application of the net proceeds thereof to pay at maturity or call for redemption the Bonds Being Refunded are necessary and advisable and are in the best interests of the District because the proposed refunding bonds can be sold to effect a lower tax burden for the District’s taxpayers; and

WHEREAS, the District intends to issue refunding bonds in the aggregate principal amount of not to exceed \$12,100,000 (the “*Bonds*”) on a tax-exempt or taxable basis for the purpose of refunding the Bonds Being Refunded and paying the costs of issuance of the Bonds; and

WHEREAS, in accordance with applicable law, the total aggregate of taxes levied to pay principal of and interest on the Bonds in the aggregate shall not exceed the total aggregate principal and interest to become due on the Bonds Being Refunded, calculated from the date of issuance of such Bonds to the final maturity date of the Bonds Being Refunded; and

WHEREAS, the Bonds will be sold through 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 (the “*Placement Agent*”), and not acting as a municipal advisor (as defined in the Securities and Exchange Commission’s Municipal Advisor Rule). The District desires that all or a portion of the Bonds be placed through the above-mentioned method on such terms as may meet the parameters of this resolution and hereafter be approved by the District’s Superintendent (the “*Superintendent*”) or Chief Financial Officer of the District (the “*Chief Financial Officer*”) and pursuant to the Strategic Alliance for Volume Expenditures (SAVE) Cooperative Response Proposal #C-005-1718; and

WHEREAS, by this resolution, the Board shall approve a form of placement agent agreement between the District and the Placement Agent, (the “*Placement Agent Agreement*”), in substantially the form now on file with the Board, as approved by the District’s bond counsel, Gust Rosenfeld P.L.C. (“*Bond Counsel*”), the terms of such placement may be evidenced by a written certificate, receipt or other purchase commitment. The Bonds will be placed with a bond purchaser(s) (the “*Purchaser*”) pursuant to the terms of the placement provided in 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 Placement Agent Agreement 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 \$12,100,000 in one or more series on one or more issuance dates. The Bonds shall be executed, issued and sold in accordance with the provisions of this resolution and delivered against payment therefor by the Purchaser. The Bonds shall be designated Amphitheater Unified School District No. 10 of Pima County, Arizona, Refunding Bonds, Series 2023. The series designation of the Bonds may change if the Bonds are not sold in calendar year 2023, or are sold in more than one series and all or a portion of the Bonds may be designated as “tax-exempt” or “taxable” under the Code (as hereinafter defined) as provided in Section 14 hereof. The Bonds shall be issued for the purpose of providing funds to be used to refund the Bonds Being Refunded and to pay the costs of issuance of the Bonds. The Board finds and determines that it is expedient, necessary and advisable that the District restructure a portion of its outstanding bonded debt to lower the aggregate tax burden for the District’s taxpayers. The Board hereby requires that the present value of the debt service savings, net of all costs associated with the Bonds, shall be not less than the greater of 3% of refunded principal and \$400,000 of the net principal amount of the Bonds Being Refunded.

Section 2. Terms.

A. **Bonds.** The Bonds shall be dated as of the date set forth in the Placement Agent Agreement, shall mature on July 1 in some or all of the years 2023 through 2027, inclusive, and shall bear interest from their date to the maturity or earlier redemption date 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 3.25%.

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 Placement Agent Agreement and approved by the Board President (the “*President*”), any member of the Board, the Superintendent or the Chief Financial Officer of the

District (collectively, the “*Authorized Officers*” and each an “*Authorized Officer*”), and such approval shall be evidenced by the execution and delivery of the Placement Agent Agreement. The Bonds shall be issued in fully registered form in denominations of \$100,000 of principal amount or integral multiples of \$1,000 in excess thereof (“*Authorized Denominations*”). 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, 2023 (or such other date as set forth in the Placement Agent Agreement).

B. Payment. 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 defined herein) as of the fifteenth (15th) day of the month preceding an Interest Payment Date (the “*Record Date*”).

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 hereafter).

C. 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 Placement Agent Agreement.

Section 3. Prior Redemption.

A. Optional Redemption. The Bonds may be subject to optional redemption as set forth in the Placement Agent Agreement.

B. Mandatory Redemption. The Bonds may be subject to mandatory redemption as set forth in the Placement Agent Agreement.

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) 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) 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 \$1,000. In that event, the owner shall submit the Bond for partial redemption and the Paying Agent, for the Bonds shall make such partial payment and the Registrar of the Bonds shall cause to be issued a new Bond of the same series 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, interest on, premium, if any, 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. Taxes levied with respect to the payment of principal of and interest on the Bonds shall be limited as follows: the total aggregate of taxes levied to pay principal of and interest on the Bonds in the aggregate shall not exceed the total aggregate principal and interest to become due on the Bonds Being Refunded, calculated from the date of issuance of the Bonds to the final maturity date of the Bonds Being Refunded; and further, if the trust created to pay principal of, premium, if any, and interest on the Bonds Being Refunded is insufficient to make such payments when due, any taxes levied to pay principal of and interest on the Bonds shall first be applied to the payments of amounts due on the Bonds Being Refunded. 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 of the District entitled the Debt Service Fund of the District (the “*Debt Service Fund*”) 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 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 14, if applicable, and any restrictions imposed by any entity providing credit enhancement for the Bonds, in any of the securities allowed by Arizona Revised Statutes (“*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 2022/2023.

Upon the creation of the trust for payment of the Bonds Being Refunded, all moneys collected thereafter during the current fiscal year which would otherwise have been credited to the Interest and Redemption Funds for the Bonds Being Refunded shall be credited to the Debt Service Fund.

Section 5. Use of Proceeds. Upon the delivery of and payment for the Bonds in accordance with the terms of their sale, the net proceeds from the sale of the Bonds, after payment of the costs and expenses of issuance, shall be set aside, together with certain funds of the District required to pay the Bonds Being Refunded, in a special trust fund maintained either by the Treasurer or by a bank or trust company selected by the Superintendent or the Chief Financial Officer as depository trustee (the “*Depository Trustee*”), as determined by the Superintendent or the Chief Financial Officer, with the advice of the Placement Agent, as follows:

If the trust fund is to be maintained by the Depository Trustee, proceeds of the Bonds shall be used to pay, when due, principal of and interest and premium on the Bonds Being Refunded, all as more fully described in that certain Depository Trust Agreement to be dated the first day of the month in which the Bonds are issued (the “*Depository Trust Agreement*”), by and among the District, the Depository Trustee and the Treasurer. Amounts credited to the trust, other than any beginning cash balance, shall be held by the Depository Trustee as a demand deposit or invested in obligations issued by or guaranteed by the United States of America (“*Government Obligations*”) the maturing principal of, together with any beginning cash balance, shall be

sufficient to pay the principal of and premium, if any, and interest on the Bonds Being Refunded as the same becomes due at maturity or prior redemption as provided herein. The District may obtain the Government Obligations, if applicable, by (i) direct purchase from the United States Treasury; (ii) purchase in the open market through the engagement of a bidding agent receiving at least three bids from dealers of such investments; or (iii) deposit in the Depository Trustee's money market or other account invested in Government Obligations.

Alternatively, the Superintendent or the Chief Financial Officer may determine that the Depository Trust Agreement is not necessary and may direct the application of the proceeds of the Bonds to be held in a trust fund maintained by the Treasurer.

If the trust fund is to be maintained by the Treasurer, proceeds of the Bonds shall be held as cash and used to pay, when due, principal of and interest and premium on the Bonds Being Refunded as the same become due or prior redemption as provided herein.

Any balance of the net proceeds of the Bonds remaining after creation of the trust for the Bonds Being Refunded shall be transferred to the District's Debt Service Fund.

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. 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 Placement Agent Agreement 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.

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 and attested by the Clerk of the Board (the "*Clerk*") and countersigned by the Treasurer by their manual or facsimile signatures. In the event the Board does not have a designated Clerk, all members of the Board are hereby designated as Clerk solely for the purpose of attesting the President's signature on the Bonds 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. Placement Agent Agreement. The form of the Placement Agent Agreement, in substantially the form submitted to and on file with the Board is hereby approved. The Authorized Officers are each hereby directed to cause the Placement Agent Agreement to be completed and are each hereby authorized to execute the Placement Agent Agreement 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 Placement Agent Agreement 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, Transfer Agent and Paying Agent for the Bonds, in substantially the form submitted to the Board at the meeting at which this resolution was adopted and on file with the Board is hereby approved. The Authorized Officers are each hereby authorized and 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. Depository Trust Agreement. The Depository Trust Agreement, in substantially the form submitted to the Board at the meeting at which this resolution was adopted and on file with the Board, is hereby approved and the Authorized Officers are each hereby authorized and directed to execute such contract on behalf of the District, if determined necessary, with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing such documents. Execution by any such officer shall constitute conclusive evidence of such approval.

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 Registrar and 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; Placement Agent Agreement Approval. The Board hereby directs the Superintendent or Chief Financial Officer to determine if the Bonds will be sold through a sale directly to one or more banks or financial institutions submitting a lending proposal in response to a Request for Proposals, prepared by the Placement Agent, 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.

The Treasurer is hereby authorized and directed to receive payment for the Bonds in accordance with the terms of the Placement Agent Agreement. Any other provisions of this resolution to the contrary notwithstanding, the Bonds, in aggregate, 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. 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(B) 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 Bonds may not be transferred unless (i) in Authorized Denominations, (ii) any transferee is an approved investor, and (iii) any transferee that provides the Registrar with a completed Investor Letter, in the form attached hereto as Exhibit I to Exhibit A and which is incorporated herein by reference. For the purposes of the Bonds, “Approved Investor” means a “qualified institutional buyer”, as such term is defined in Rule 144A of the Securities Act of 1933, as amended (the “Securities Act”), or an “accredited investor” (excluding natural persons) as defined in 501(a)(1), (2), (3), or (7) under the Securities Act, who executes the Investor Letter, form set forth in Exhibit I to Exhibit A attached hereto.

The Registrar shall keep a separate register for the Bonds. When the 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 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.

The Registrar with respect to the Bonds 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 \$12,100,000 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 11. 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 Placement Agent Agreement is hereby authorized, approved, ordered and directed.

Section 12. 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 Placement Agent in matters not involving the District or the Bonds and hereby consents to the representation of the District in the matters set forth in this resolution.

Section 13. Bonds Being Refunded. Some or all of the maturities of the Prior Bonds shown on the chart below, together with such other Prior Bonds as may be selected by the Superintendent or the Chief Financial Officer, may be refunded as Bonds Being Refunded hereunder. The Board orders that the Bonds Being Refunded and the times that the Bonds Being Refunded will be redeemed will be determined by the Superintendent or Chief Financial Officer and will be as set forth in the Depository Trust Agreement or other closing documents related to the Bonds.

If required by A.R.S. § 35-473.01(A), the weighted average maturity of the Bonds shall be at least 75% of the weighted average maturity of the Bonds Being Refunded.

Issue (Dated Date)	Name	Original Principal Amount	Maturities Being Refunded (July 1)	Principal Amount Being Refunded	Redemption Date (July 1)	Redemption Premium on Bonds Being Refunded (% of principal)
10/02/2013	School	\$2,730,000	2024	\$2,730,000	2023	-0-%
	Improvement	2,865,000	2025	2,865,000	2023	-0-
	Bonds,	2,990,000	2026	2,990,000	2023	-0-
	Project of 2007,	1,250,000	2027	1,250,000	2023	-0-
	Series D (2013)	1,890,000	2027	1,890,000	2023	-0-

Section 14. 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 Superintendent or the Chief Financial Officer with assistance of the Placement Agent. 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 Authorized Officers are each hereby 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 Authorized Offices are each hereby 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 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. Other Moneys. The Treasurer is authorized and directed to transfer such amounts of money from the District's principal and interest redemption funds as are or may be necessary to complete the refunding of the Bonds Being Refunded.

Section 17. Bond Insurance or Credit Enhancement. The Authorized Officers 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 Underwriter 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.

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.

[Signatures on following page]

PASSED, ADOPTED AND APPROVED by the Governing Board of Amphitheater Unified School District No. 10 of Pima County, Arizona, on March 28, 2023.

President, Governing Board

ATTEST:

Clerk, Governing Board

[Signature page to Authorizing Resolution]

EXHIBIT A

(Form of Bond)

Number: R- _____

Denomination: _____

RESTRICTIONS ON TRANSFER. THIS BOND MAY BE TRANSFERRED ONLY IN WHOLE AND ONLY TO A "QUALIFIED INSTITUTIONAL BUYER," 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(A)(1), (2), (3), OR (7) UNDER THE SECURITIES ACT OF 1933, AS AMENDED, WHO EXECUTES THE ATTACHED INVESTOR LETTER ATTACHED HERETO AS EXHIBIT I.

**AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10
OF PIMA COUNTY, ARIZONA
REFUNDING BOND, SERIES 2023**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Dated Date</u>
_____ %	July 1, _____	_____, 2023

Registered Owner: [PURCHASER]

Principal Amount: _____ AND NO/100 DOLLARS (\$ _____)

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, 2023] 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 the bondholder or its registered assigns in same day funds on each interest or principal payment date].

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, as limited as described herein.

This bond is one of a series of general obligation refunding bonds in the aggregate principal amount of [\$ _____] of like tenor except as to amount, maturity date, interest rate and number, issued by the District to provide funds to refund certain previously issued and outstanding bonds of 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 refunding 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; provided, however, that the total aggregate of taxes levied to pay principal and interest on the issue of bonds of which this bond is one, in the aggregate shall not exceed the total aggregate principal and interest to become due on the bonds being refunded from the date of issuance of the issue of bonds of which this bond is a part to the final date of maturity of the bonds being refunded; and subject, further, to the rights vested in the owners of the bonds being refunded by the bonds of this issue to the payment of such bonds being refunded from the same tax source in the event of a deficiency in the moneys and obligations issued by or guaranteed by the United States of America purchased from the proceeds of the sale of the bonds of this issue and placed in trust for the purpose of providing for payment of principal of and interest on the bonds being refunded. The owner of this bond must rely on the sufficiency of the moneys and obligations placed irrevocably in trust for payment of the bonds being refunded. [The owner of this bond acknowledges that, and agrees that, this bond does not enjoy a lien on moneys in the District's Debt Service Fund enjoyed by holders of other District bonds.]

This bond is transferable by the registered owner in person or by attorney duly authorized in writing at the designated office of the bond registrar, which on the original issue date is the corporate trust office of [] upon surrender and cancellation of this bond. [Bonds of this issue are issuable only in fully registered form in the denomination of \$100,000 or greater.][Upon such transfer a new bond or bonds of the same maturity date and interest rate will be issued to the transferee in exchange. Bonds of this issue will be issued 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 bond 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 and attested by the Clerk of its Governing Board and countersigned by the Treasurer of Pima County, Arizona, which signatures may be facsimile signatures. This bond is not valid or binding upon the District without the manually affixed signature of an authorized representative of the bond 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**AMPHITHEATER UNIFIED SCHOOL DISTRICT
NO. 10 OF PIMA COUNTY, ARIZONA**

President, Governing Board

ATTEST:

Clerk, Governing Board

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

COUNTERSIGNED:

Treasurer, Pima County, Arizona

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

DATE OF AUTHENTICATION AND REGISTRATION: [_____, 2023]

CERTIFICATE OF AUTHENTICATION

This bond is one of the Amphitheater Unified School District No. 10 of Pima County, Arizona, Refunding Bonds, Series 2023, described in the Resolution mentioned herein.

[_____] , as Registrar

Authorized Representative

FORM OF ASSIGNMENT

The following abbreviations, when used on 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	UNIF GIFT/TRANS MIN ACT-_____ Custodian_____
TEN ENT - as tenants by the entireties	(Cust) (Minor)
JT TEN - as joint tenants with right of survivorship and not as tenants in common	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 _____

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.

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

ALL FEES AND TRANSFER COSTS SHALL BE PAID BY THE TRANSFEROR

EXHIBIT I

FORM OF INVESTOR LETTER

Amphitheater Unified School District No. 10

Stifel, Nicolaus & Company, Incorporated

Re: Amphitheater Unified School District No. 10 of Pima County, Arizona
Refunding Bonds, Series 2023

Ladies and Gentlemen:

The undersigned (the “*Investor*”) hereby acknowledges that it is purchasing \$[_____] aggregate principal amount of Refunding Bonds, Series 2023 (the “*Bonds*”) issued in authorized denominations \$100,000 or more pursuant to a Resolution (the “*Resolution*”) of the Governing Board of the Issuer, adopted March 28, 2023. 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 [_____, 2023] (the “*Placement Agreement*”), between Amphitheater Unified School District No. 10 of Pima County, Arizona (the “*Issuer*”) and Stifel, Nicolaus & Company, Incorporated (the “*Placement Agent*”).

The Investor acknowledges that the proceeds of the Bonds will be used for the purpose of refunding school improvement bonds previously issued by the District.

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 a term sheet and Issuer financial statements and typical information provided within Issuer bond official statements, together with the Resolution and other legal documents in connection with the purchase of the Bonds (together with all supplements, modifications, and additions thereto prior to the date hereof, 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.
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: [_____, 20__]

Very truly yours,

_____, as Investor

By: _____

Name: _____

Title: _____

SECOND DRAFT DATED MARCH 20, 2023

PLACEMENT AGENT AGREEMENT

March 28, 2023

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 D (2023) (the
“School Improvement Bonds”) and General Obligation Refunding
Bonds, Series 2023 (the “Refunding Bonds”)

Amphitheater Unified School District No. 10 of Pima County, Arizona (the “Issuer”) proposes to issue, offer, and sell in a private placement the School Improvement Bonds and the Refunding Bonds (collectively, the “Bonds”) to be issued in authorized denominations of \$100,000 or more, with, as currently contemplated, (a) with respect to the School Improvement Bonds, a principal amount of not to exceed \$14,500,000 to finance school improvements and (b) with respect to the Refunding Bonds a principal amount of not to exceed \$12,100,000 for the purpose of refunding previously issued general obligation bonds of the District and pursuant to Resolutions adopted on March 28, 2023 (collectively, 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 for any one series of Bonds and \$17,500 in the aggregate 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 all financings 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 28th day of March, 2023.

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 D (2023) (the
“School Improvement Bonds”) and General Obligation Refunding
Bonds, Series 2023 (the “Refunding Bonds”)

Ladies and Gentlemen:

We have acted as bond counsel to Amphitheater Unified School District No. 10 of Pima County, Arizona (the “Issuer”) of the School Improvement Bonds and the Refunding Bonds (collectively, 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 March 28, 2023 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 D (2023) (the
“School Improvement Bonds”) and General Obligation Refunding
Bonds, Series 2023 (the “Refunding Bonds”)

Ladies and Gentlemen:

The undersigned (the “Investor”) hereby acknowledges that it is purchasing \$ _____ principal amount of School Improvement Bonds, Project of 2016, Series D (2023) (the “School Improvement Bonds”) and \$[_____] aggregate principal amount of General Obligation Refunding Bonds, Series 2023 (the “Refunding Bonds and together with the School Improvement Bonds, the “Bonds”) issued in authorized denominations \$100,000 or more pursuant to Resolutions (collectively, the “Resolution”) of the Governing Board of the Issuer, adopted March 28, 2023. 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 March 28, 2023 (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 School Improvement 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 and the Refunding Bonds will be issued for the purpose of refunding previously issued general obligation bonds of the District.

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 will be payable from a continuing, direct, annual, *ad valorem* tax levied against all taxable property located within the boundaries of the District, unlimited as to rate and amount in the case of the Improvement Bonds and unlimited as to rate with respect to the Refunding Bonds but limited in amount so that the total aggregate of taxes levied to pay principal and interest on the Refunding Bonds in the aggregate will not exceed the total aggregate of principal of and interest due on the herein-defined Bonds Being Refunded from the date of issuance of the Bonds to the final date of maturity of the Bonds Being Refunded. The application of such taxes to the payment of the Refunding Bonds will be subject to the rights vested in the owners of the Bonds Being Refunded to the payment of the Bonds Being Refunded from the same source in the event of a deficiency in the securities to be purchased with the proceeds of the Refunding Bonds and held in trust to pay principal of and premium, if any, and interest on the Bonds Being Refunded.
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.
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: [_____, 2023]

Very truly yours,

Investor: _____

By: _____

Name: _____

Title: _____

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, 2023] (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 [_____] in its capacity as transfer agent, paying agent and registrar (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 D (2023) (the “*Improvement Bonds*”) and the Refunding Bonds, Series 2023 (the “*Refunding Bonds*”) and, together with the Improvement Bonds, the “*Bonds*”). The Improvement Bonds will be issued in the aggregate principal amount of \$[_____] and the Refunding 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 Bond will be registered in the name of [_____].

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, unless sufficient funds to make such payments have not been received by the Bank; (3) verifying and cancelling 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 Bond. The Bank shall mail notice of redemption of the Bond to the registered owner of the Bond 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 a Bond to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of the Bond 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 Bond, or, if agreed to by the parties hereto, on a date prior to the date 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 (2022/2023) is [\$_____ for the Improvement Bonds and \$_____ for the Refunding Bonds (each 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, 2023, 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, 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. **Written Certification; Forced Labor of Ethnic Uyghurs Ban.** To the extent A.R.S. § 35-394 is applicable, the Bank hereby certifies it does not currently, and for the duration of this Contract shall not use: (A) the forced labor of ethnic Uyghurs in the People's Republic of China, (B) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (C) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

The foregoing certification is made to the best knowledge of the Bank without any current independent investigation or without any future independent investigation for the duration of this Contract. If the Bank becomes aware during the duration of this Contract that it is not in compliance with such certification, the Bank shall take such actions as provided by law, including providing the required notice to the District. If the District determines that the Bank is not in compliance with the foregoing certification and has not taken remedial action, the District shall terminate the Bank's role as registrar, transfer agent and paying agent pursuant to Section 15 hereunder.

32. **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.

33. **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, 2023].

**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]

DEPOSITORY TRUST AGREEMENT

This Depository Trust Agreement (this “*Agreement*”) dated as of [May 1, 2023], by and among the **TREASURER** (the “*Treasurer*”) of **PIMA COUNTY, ARIZONA**, [_____], a national banking association authorized to do trust business in the State of Arizona, as depository trustee (the “*Depository Trustee*”), **UMB BANK, N.A.**, a national banking association authorized to do trust business in the State of Arizona, as registrar of the School Improvement Bonds, Project of 2007, Series D (2013) (the “*Refunded Registrar*”) and **AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA** (the “*District*”);

WITNESSETH:

WHEREAS, the following bonds of the District have been issued and are currently outstanding (the “*Bonds Being Refunded*”):

Dated Date	Name	Original Principal Amount	Maturity Being Refunded (July 1)	Principal Amount Being Refunded	Redemption Date (July 1)	Redemption Premium on Bonds Being Refunded (% of principal)
10/02/2013	School Improvement Bonds, Project of 2007, Series D (2013)	\$2,730,000	2024	\$2,730,000	2023	-0-%
		2,865,000	2025	2,865,000	2023	-0-
		2,990,000	2026	2,990,000	2023	-0-
		1,250,000	2027	1,250,000	2023	-0-
		1,890,000	2027	1,890,000	2023	-0-

; and

WHEREAS, by resolutions adopted on March 7, 2023 (together, the “*Bond Resolution*”), the Governing Board of the District has authorized the issuance, sale and delivery of [\$_____] in aggregate principal amount of the District’s School Improvement Bonds, Project of 2016, Series D (2023) (the “*Improvement Bonds*”) and [\$_____] in aggregate principal amount of the District’s Refunding Bonds, Series 2023 (the “*Refunding Bonds*” and, together with the Improvement Bonds, the “*Bonds*”); and

WHEREAS, the Bond Resolution authorizes and directs the District to enter into an irrevocable trust agreement with the Depository Trustee for the safekeeping and handling of the moneys and/or investment securities to be held in trust to pay the Bonds Being Refunded and to pay costs of issuance of the Bonds; and

WHEREAS, the Depository Trustee agrees to accept and administer the trust created hereby;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinafter set forth it is hereby agreed as follows:

Section 1. Deposit With Depository Trustee. Pursuant to this Agreement, the Depository Trustee has received for deposit to the account of the District, the following amounts:

Refunding Bond Proceeds		
to be used to purchase Government Obligations (\$[_____]) and		
to hold as cash (\$[____]) uninvested		\$[_____]
Refunding Bond Proceeds		
to be used to pay costs of issuance on the Refunding Bonds		[_____]
Improvement Bond Proceeds		
to be used to pay costs of issuance on the Improvement Bonds		[_____]
TOTAL		\$[_____]

Such proceeds of the Bonds shall be applied as follows: (a) \$[_____] shall be deposited to the Trust Account (as defined herein) to currently refund and to provide for payment of principal and interest on the Bonds Being Refunded on July 1, 2023, (b) \$[_____] shall be deposited to the Costs of Issuance Account (as defined herein) to pay costs of issuance of the Refunding Bonds and (c) \$[_____] shall be deposited to the Costs of Issuance Account to pay costs of issuance of the Improvement Bonds.

Section 2. Trust Account. Excluding the \$[_____] that shall be held by the Depository Trustee in the Costs of Issuance Account separate from the Trust Account and used to pay costs of issuance, the Depository Trustee shall hold the moneys so deposited, all investments made with such moneys and all earnings from investment and reinvestment of such moneys and all other moneys received by the Depository Trustee from the Treasurer hereunder in an irrevocable segregated and separate trust account separate from all other funds and investments deposited with the Depository Trustee (the “Trust Account”) for the sole and exclusive benefit of the holders of the Bonds Being Refunded until final payment thereof.

Section 3. Government Obligations. On the date of initial delivery of the Refunding Bonds, the Depository Trustee shall invest the proceeds of the Refunding Bonds deposited in the Trust Account in (a) obligations issued by or the principal of and interest on which are unconditionally guaranteed by the United States of America or (b) any of the senior debt of any of its agencies, sponsored agencies, corporations, sponsored corporations or instrumentalities, including, without limitation: (i) United States Treasury Obligations - State and Local Government Series; (ii) United States Treasury bills, notes and bonds, as traded on the open market; (iii) Zero Coupon United States Treasury Bonds; or (iv) shares in an investment management company that invests solely in obligations issued by or the principal of and interest on which are unconditionally guaranteed by the United States of America (the “Government Obligations”) as follows: \$[_____] shall be applied to create a portfolio of moneys and Government Obligations as described in *Exhibit A* hereto and \$[____] will be held uninvested as an initial cash deposit to the Trust Account, all to refund the Bonds Being Refunded.

The investment income from the Government Obligations shall be collected and received by the Depository Trustee and credited to the Trust Account. The Depository Trustee shall keep adequate records of such moneys, Government Obligations and investment earnings so as to permit the portfolio to be accounted for separately.

The Depository Trustee shall not sell or redeem such Government Obligations in advance of their maturity dates except as provided in Section 5 hereof.

Section 4. Code Provisions. The parties recognize that amounts credited to the Trust Account and invested in the Government Obligations are, at the time of execution and delivery of this Agreement, subject to restrictions as to investment under the Internal Revenue Code of 1986, as amended (the “Code”), in order for the interest on the Refunding Bonds and the Bonds Being Refunded to be, or continue to be, excluded from gross income for purposes of calculating federal income taxes. In order to comply with such currently applicable restrictions, and subject to the provisions of Section 5 hereof, the following provisions shall apply with respect to reinvestment of amounts credited to the Trust Account:

(a) Amounts received as maturing principal of or interest on the Government Obligations credited to the portfolio prior to the date such amounts are to be used to pay principal of or interest on the Bonds Being Refunded and are not to be reinvested.

(b) Yields are to be calculated by means of an actuarial method of yield calculation whereby “yield” means the discount rate that, when used in computing the present value as of the date the investment is first allocated to the Refunding Bonds of all unconditionally payable receipts from the investment (using the same compounding intervals and financial conventions used to compute the yield on the Refunding Bonds), produces an amount equal to the present value of all unconditionally payable payments for the investments. The Depository Trustee will not be responsible for the calculation of any yield.

(c) The purchase price of a Government Obligation used in determining its yield must be the market price of the Government Obligation on an established market. This means that a premium may not be paid to adjust the yield and that a lower interest rate than is usually paid may not be accepted. At the time of execution and delivery of this Agreement, if a Government Obligation cannot be purchased on an established market or a bona fide bid price cannot be established at a yield that does not exceed the yield restriction applicable to the moneys to be invested regarding the Government Obligations, investments are limited to United States Treasury Certificates of Indebtedness, Notes and Bonds--State and Local Government Series which yield no more than the yield on the Refunding Bonds.

(d) Notwithstanding the foregoing, any amounts held in the Trust Account and Government Obligations, respectively, may be invested in investments having any yield if the parties hereto receive an opinion in form and substance satisfactory to them of bond counsel experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds to the effect that such investment will not cause any of the Refunding Bonds or the Bonds Being Refunded to become arbitrage bonds within the meaning of Section 148 of the Code, and will not otherwise cause the interest on the Refunding Bonds or the Bonds Being Refunded to become included as gross income for purposes of calculating federal income taxes.

(e) Amounts received from reinvestment of maturing principal of and interest on Government Obligations prior to the date such amounts are to be used to make payments on the Bonds Being Refunded pursuant to this Section 4 and which are not needed to provide for payments on the Bonds Being Refunded may be withdrawn from the Trust Account and returned to the Treasurer and applied for the benefit of the District in accordance with applicable law.

Section 5. **Investment Instructions.** The Depository Trustee may sell or redeem Trust Account investments in advance of their maturity dates and invest the proceeds thereof or redemption or other moneys credited to the Trust Account in Government Obligations only upon receipt by the Depository Trustee and the Treasurer of written instructions from the Superintendent or the Chief Financial Officer of the District to do so, and receipt by the parties hereto of:

(a) An opinion in form and substance satisfactory to them of bond counsel experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds to the effect that such action will not cause the interest on the Bonds Being Refunded or the Refunding Bonds to be included in gross income for federal income tax purposes and will not cause the Bonds Being Refunded or the Refunding Bonds to become “arbitrage bonds” within the meaning of Section 148 of the Code, and will not adversely affect the right of the District to issue obligations the interest on which is excluded from gross income for federal income tax purposes; and

(b) A report from a nationally recognized certified public accountant or firm of certified public accountants or nationally recognized public finance consulting firm (a “*Verification Agent*”) verifying the accuracy of the arithmetic computations of the adequacy of the proceeds from the liquidation together with any other moneys and the maturing principal of and interest on any Government Obligations to be credited to the Trust Account in accordance with the District’s instructions, to pay, when due, the principal of and interest on the Bonds Being Refunded as the same becomes due at maturity or upon prior redemption.

Upon any such sale or redemption of investments and reinvestment any amounts not needed in the Trust Account to provide for payment of the Bonds Being Refunded, as shown by the accountant’s report, may be withdrawn from the Trust Account and returned to the Treasurer and applied for the benefit of the District in accordance with applicable law.

(c) The parties hereto acknowledge and agree that on the date the Refunding Bonds are issued and delivered against payment therefor (the “*Delivery Date*”), the Depository Trustee is to receive the Government Obligations referred to above in Section 3. If the Depository Trustee shall not receive any of the obligations (the “*Failed Escrow Securities*”), the Depository Trustee shall accept, as temporary substitutes cash or, at the same purchase price, other Government Obligations (“*Substitute Escrow Securities*”) the payments on which are scheduled to provide, as determined by a Verification Agent, along with such cash, at least the same amounts of moneys on or before the same dates as the Failed Escrow Securities for which they are substituted. (The Depository Trustee may rely upon a report of a Verification Agent that the condition in the preceding sentence is satisfied.) If Substitute Escrow Securities are delivered, thereafter, upon delivery to the Depository Trustee of Failed Escrow Securities, together with any amounts paid thereon subsequent to the Delivery Date, the Depository Trustee shall return an amount of such cash and Substitute Escrow Securities, and any amount paid thereon subsequent to the Delivery Date, corresponding to the Failed Escrow Securities which the Substitute Escrow Securities replaced.

Section 6. Moneys Not Invested. Any Trust Account moneys which are not at any time invested in Government Obligations shall be held as a demand deposit by the Depository Trustee and shall be secured as deposits of public moneys.

Section 7. Timely Payments. The Depository Trustee shall make timely payments from the Trust Account in the amounts and on the dates sufficient to pay principal and interest coming due on the Bonds Being Refunded on July 1, 2023 and to redeem all of the Bonds Being Refunded on July 1, 2023. Unless otherwise directed by the Refunded Registrar, in order to determine the amounts and the dates on which principal, interest and applicable premium is due on the Bonds Being Refunded, the Depository Trustee and Refunded Registrar may rely upon the debt service schedule with respect to the Bonds Being Refunded that appears in the verification report prepared by [_____], in connection with the issuance of the Refunding Bonds.

Section 8. Notices. (a) The District hereby irrevocably instructs the Refunded Registrar that Bonds Being Refunded shall be redeemed by the Refunded Registrar on July 1, 2023. On the date of initial issuance of the Refunding Bonds, the District hereby irrevocably instructs the Refunded Registrar to send via telecopy or through other electronic means to The Depository Trust Company (“*DTC*”), and to the Municipal Securities Rulemaking Board (“*MSRB*”), currently through the MSRB’s Electronic Municipal Market Access system (“*EMMA*”), by the method required by the MSRB, the notice of refunding in substantially the form of Exhibit B hereto.

(b) Not more than 60 nor less than 30 days prior to the date set for redemption, the Refunded Registrar shall send via telecopy or other electronic means a notice of prior redemption of the Bonds Being Refunded in substantially the form attached hereto as Exhibit C to DTC and to the MSRB, currently through EMMA, by the method required by the MSRB.

(c) The District agrees to pay the expenses of the Refunded Registrar in giving all notices required hereunder pursuant to the registrar contract relative to the Bonds Being Refunded. The sole remedy in the event of any failure of the Refunded Registrar to post notices on EMMA as provided under this Section 8 shall be an action to compel performance.

Section 9. Insufficient Funds. If at any time or times there are insufficient funds on hand in the Trust Account to pay the principal of and interest on the Bonds Being Refunded as the same becomes due, or for the payment of the fees and expenses of the Depository Trustee, the Depository Trustee shall promptly notify the Treasurer and District of such deficiency.

Section 10. Reports. On or before August 15, 2023 the Depository Trustee shall submit to the Treasurer and to the District a report covering all moneys it has received and all payments it has made under the provisions hereof during the period ending July 1, 2023. Such report shall also list all investments and moneys in the Trust Account as of the report date.

Section 11. Depository Trustee Fees. For services hereunder required by this Agreement, the Depository Trustee shall be entitled to the Depository Trustee's initial fees set forth in Exhibit D attached hereto, such fees being due upon the initial deposit of moneys with the Depository Trustee and representing payment of the Depository Trustee's initial fee and the initial registrar and paying agent fees. The Depository Trustee shall not create or permit to be created any lien on moneys in the Trust Account for the failure to pay any such fees. The Depository Trustee shall be reimbursed for all out of pocket costs.

Section 12. Transfer Upon Full Payment. When all amounts payable on the Bonds Being Refunded have become due and the Depository Trustee has on deposit all moneys necessary for the payment of such amounts, and in any event on the business day preceding the date the last of the Bonds Being Refunded matures or is to be redeemed, the Depository Trustee shall transfer all moneys and investments credited to the Trust Account not required for payment of principal and interest with respect to the Bonds Being Refunded to the Treasurer for the District's benefit.

Section 13. Agreement Irrevocable. The parties recognize that the owners of the Bonds Being Refunded have a beneficial vested interest in the moneys and investments held in the Trust Account and that the Refunding Bonds will be delivered to and accepted by the owners thereof in reliance upon the irrevocable character of the trust so created. Therefore, this Agreement shall not be revoked, and shall not be amended in any manner which may adversely affect the rights herein sought to be protected, until the provisions hereof have been fully carried out.

Section 14. Non-Liability. The Depository Trustee shall be under no obligation to inquire into or be otherwise responsible for the performance or nonperformance by the Treasurer or any paying agent for the Bonds Being Refunded of any of their obligations or to protect any of the rights of the District under any of the proceedings with respect to the Bonds Being Refunded or the Refunding Bonds. The Depository Trustee shall not be liable for any act done or step taken or omitted by it or for any mistake of fact or law or for anything which it may do or refrain from doing except for its negligence or its default in the performance of any obligation imposed upon it hereunder. The Depository Trustee shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement in compliance with the provisions hereof.

Section 15. Audit. The Treasurer and the Auditor General of the State of Arizona shall have the right to audit the books, records and accounts of the Depository Trustee insofar as they pertain to the trust created hereunder.

Section 16. Costs of Issuance. The Depository Trustee is hereby authorized and directed to pay, solely from moneys deposited with the Depository Trustee for the purpose of paying the costs of issuance (\$[_____]), the costs and expenses as set forth in *Exhibit D* hereto. Amounts deposited with the Depository Trustee for such purpose shall be held in a separate account (the “*Costs of Issuance Account*”). Any amounts remaining on the date six (6) months following the date the Bonds are issued shall be transferred to the Treasurer and deposited to the debt service fund of the District and used to pay interest on the Bonds on the next succeeding interest payment date.

Section 17. Assignment; Merger. Neither this Agreement nor the Trust Account created hereunder may be assigned by the Depository Trustee without the prior written consent of the Treasurer unless the Depository Trustee is required by law to divest itself of its interest in its trust department or unless the Depository Trustee sells or otherwise assigns all or substantially all of its corporate trust business in which event the trust shall be continued by the Depository Trustee’s successor in interest.

Any corporation into which the Depository Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Depository Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Depository Trustee, shall be the successor of the Depository Trustee hereunder, provided such corporation, association or agency shall be otherwise qualified and eligible under this Section, without the execution or filing of any paper or any further act on the part of any of the parties hereto. The Depository Trustee, at any time prior to the first anniversary of the date hereof, may assign and transfer by written agreement all property, rights, interests, powers, duties and obligations of the Depository Trustee as established hereunder, to a bank or trust company that is duly qualified to conduct trust business in Arizona, that is under common corporate control with the Depository Trustee and that otherwise satisfies the qualification requirements hereunder for successor Depository Trustees. Upon such assignment and transfer, the transferee bank or trust company shall become successor Depository Trustee and receive, accept and hold all property, rights, interests, powers, duties and obligations thereof without further actions or approvals of any other person.

Section 18. Depository Trustee Responsibility. In the event the Depository Trustee is required or permitted hereby, or is requested hereunder, to take any action (or refrain from taking any action) as the Depository Trustee, the performance (or nonperformance) of which would, in the Depository Trustee’s sole judgment, subject the Depository Trustee to unreasonable risk of liability or expense, the Depository Trustee shall have no duty to take (or refrain from taking) any such action until the Depository Trustee has been furnished with indemnity adequate, in its sole judgment, to protect the Depository Trustee, its directors, officers, employees, agents and attorneys for, from and against such liability or expense, and all reasonable costs and expenses (including reasonable attorneys’ fees) in connection therewith, or until its duty as to any such action (or inaction) shall have been finally adjudicated by a court of competent jurisdiction and all applicable periods in which to appeal or seek appellate review have expired.

To the extent permitted by law, the District will indemnify and hold the Depository Trustee, its directors, officers, employees, agents and attorneys harmless for, from and against any loss, liability, judgment or expense (including reasonable attorneys’ fees) arising from the Depository Trustee’s performance of its obligations hereunder except any such loss, liability, judgment or expense resulting from the successful allegation of the Depository Trustee’s negligence or willful misconduct or breach of trust. The rights of the Depository Trustee to such indemnification shall survive the termination of this Agreement.

The Depository Trustee may consult with independent counsel, chosen by it with reasonable care, and shall not be liable for action taken or not taken in good faith in reliance upon the written advice or opinion of such counsel. The Depository Trustee shall not be liable for the accuracy of any calculations provided by others to it under this Agreement as to the sufficiency of the moneys or Government Obligations

deposited with it to pay the principal of and interest on the Bonds Being Refunded at the respective maturity or earlier redemption of the Bonds Being Refunded. Furthermore, the Depository Trustee may conclusively rely in good faith as to the truth, accuracy and correctness of, and shall be protected and indemnified in acting or refraining from acting upon, any written opinion, calculation, notice, instruction, request, certificate, document or opinion furnished to the Depository Trustee in accordance herewith and signed or presented by the proper party pursuant hereto and it need not investigate the truth or accuracy of any fact or matter stated in such opinion, calculation, notice, instruction, request, certificate or opinion.

The Depository Trustee may at any time resign and be discharged of the duties and obligations created hereby. If the Depository Trustee resigns, or is dissolved, liquidated or in the process of being dissolved or liquidated or otherwise becomes incapable of acting hereunder, or is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Depository Trustee may be appointed. No resignation or removal may become effective until a successor Depository Trustee shall have been appointed. In the event that no appointment of a successor Depository Trustee occurs within 60 days, the holder of any of the Bonds Being Refunded or the retiring Depository Trustee may apply to any court of competent jurisdiction for the appointment of a successor Depository Trustee acceptable to the District, and such court may thereupon, after such notice as it shall deem proper, appoint a successor Depository Trustee acceptable to the District. Any successor Depository Trustee appointed under this Agreement shall execute, acknowledge and deliver to its predecessor and the District an instrument in writing accepting such appointment and, thereupon, such successor Depository Trustee, without any further act, deed or conveyance, shall become fully vested with all rights, estates, powers, trusts, duties and obligations of its predecessor; but, such predecessor shall, nevertheless, on the written request of such successor Depository Trustee, execute, acknowledge and deliver an instrument transferring to such successor Depository Trustee all of the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Depository Trustee shall deliver all securities and moneys held by it to the successor Depository Trustee.

Section 19. Severability. If any section, paragraph, subdivision, sentence, clause or phrase hereof shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions hereof. The parties declare that they would have executed this Agreement and each and every other section, paragraph, subdivision, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases hereof may be held to be illegal, invalid or unenforceable. If any provision hereof contains an ambiguity which may be construed as either valid or invalid, the valid construction shall be adopted.

Section 20. Applicable Laws. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Arizona and expresses the entire understanding of the parties hereto.

Section 21. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

Section 22. Conflict of Interest. The District hereby gives notice to the Depository Trustee and the Refunded Registrar that A.R.S. § 38-511, as amended, provides that the State of Arizona, its political subdivisions or any department or agency of either, may within three years after execution thereof cancel any contract without penalty or further obligation, made by the State of Arizona, its political subdivisions or any department or agency of either, if any person significantly involved in initiating, negotiating, securing, drafting or creating such agreements on behalf of the State of Arizona, its political subdivisions or any department or agency of either, is at any time while such contract or any extension thereof 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.

Section 23. E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Depository Trustee and the Refunded Registrar and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Depository Trustee's and Refunded Registrar's or a subcontractor's, breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the District. The District retains the legal right to randomly inspect the papers and records of the Depository Trustee, Refunded Registrar and their subcontractors who work on this Agreement to ensure that the Depository Trustee and the Refunded Registrar and their subcontractors are complying with the above-mentioned warranty.

The Depository Trustee, Refunded Registrar and their subcontractors warrant to keep the papers and records open for random inspection by the District during the Depository Trustee's and the Refunded Registrar's normal business hours. The Depository Trustee, Refunded Registrar and their 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.

Section 24. 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.

Section 25. No Boycott of Israel. To the extent A.R.S. §§ 35-393 through 35-393.03 is applicable, the Depository Trustee hereby certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

Section 26. Written Certification; Forced Labor of Ethnic Uyghurs Ban. To the extent A.R.S. § 35-394 is applicable, the Depository Trustee hereby certifies it does not currently, and for the duration of this Contract shall not use: (A) the forced labor of ethnic Uyghurs in the People's Republic of China, (B) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (C) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

The foregoing certification is made to the best knowledge of the Depository Trustee without any current independent investigation or without any future independent investigation for the duration of this Contract. If the Depository Trustee becomes aware during the duration of this Contract that it is not in compliance with such certification, the Bank shall take such actions as provided by law, including providing the required notice to the District. If the District determines that the Depository Trustee is not in compliance with the foregoing certification and has not taken remedial action, the District shall terminate the Depository Trustee's role as depository trustee pursuant to Section 18 hereunder.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

PIMA COUNTY, ARIZONA

By _____
Treasurer

[_____], as Depository Trustee

By _____
Title: _____

APPROVED FOR:

**AMPHITHEATER UNIFIED SCHOOL DISTRICT
NO. 10 OF PIMA COUNTY, ARIZONA**

By _____
President, Governing Board

**ACKNOWLEDGED AND AGREED FOR
PURPOSES OF SECTION 8, 22, 23 AND 24 HEREOF:**

UMB Bank, n.a., as Refunded Registrar

[Signature page to Depository Trust Agreement]

EXHIBIT A

GOVERNMENT OBLIGATIONS

Government Obligations to be acquired for \$[_____]. \$[_____] of the District's cash contribution shall be held uninvested as an initial cash deposit to the Trust Account for the refunding of the Bonds Being Refunded.

<u>Security Type</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Price</u>	<u>Coupon Rate</u>
[SLGS Certificate]	07/01/2023	\$[_____]	\$[_____]	[. __ %]

EXHIBIT B

**AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10
OF PIMA COUNTY, ARIZONA
SCHOOL IMPROVEMENT BONDS
PROJECT OF 2007, SERIES D (2013)**

NOTICE OF REFUNDING

CUSIP Base No. (721832)	Issue (Dated Date)	Name	Original Principal Amount	Maturity Being Refunded (July 1)	Principal Amount Being Refunded	Redemption Date (July 1)	Redemption Premium on Bonds Being Refunded (% of principal)
JY0	10/02/2013	School	\$2,730,000	2024	\$2,730,000	2023	-0-%
JZ7		Improvement	2,865,000	2025	2,865,000	2023	-0-
KA0		Bonds,	2,990,000	2026	2,990,000	2023	-0-
KB8		Project of 2007,	1,250,000	2027	1,250,000	2023	-0-
KC6		Series D (2013)	1,890,000	2027	1,890,000	2023	-0-

The above-mentioned bonds are hereinafter referred to as the “Bonds Being Refunded.”

Notice is hereby given that the Bonds Being Refunded have been refunded prior to maturity and that an irrevocable trust has been established and funded with obligations issued by or guaranteed by the United States of America in order to provide for the payment of the Bonds Being Refunded.

The Bonds Being Refunded will be paid on the dates and in the amounts (plus interest accrued thereon to the redemption date), as set forth above.

UMB Bank, n.a., as Refunded Registrar

By _____

THIS IS NOT A REDEMPTION NOTICE

This notice shall be sent via telecopy or through other electronic means to The Depository Trust Company and to the Municipal Securities Rulemaking Board (the “MSRB”), currently through the Electronic Municipal Market Access system, by the method required by the MSRB.

EXHIBIT C

NOTICE OF PRIOR REDEMPTION

of the following obligations:

Amphitheater Unified School District No. 10 of Pima County, Arizona, School Improvement Bonds, Project of 2007, Series D (2013), dated October 2, 2013, maturing July 1, 2024 through and including July 1, 2027.

Notice is hereby given that the below-described principal amount of the above-referenced bonds outstanding have been called for redemption, subject to certain conditions, and will be redeemed on July 1, 2023. The maturity dates and amounts of the bonds to be redeemed are as follows:

CUSIP Base No. (721832)	Issue (Dated Date)	Name	Original Principal Amount	Maturity Being Refunded (July 1)	Principal Amount Being Refunded	Redemption Date (July 1)	Redemption Premium on Bonds Being Refunded (% of principal)
JY0	10/02/2013	School	\$2,730,000	2024	\$2,730,000	2023	-0-%
JZ7		Improvement	2,865,000	2025	2,865,000	2023	-0-
KA0		Bonds,	2,990,000	2026	2,990,000	2023	-0-
KB8		Project of 2007,	1,250,000	2027	1,250,000	2023	-0-
KC6		Series D (2013)	1,890,000	2027	1,890,000	2023	-0-

Owners of the above-described bonds called for redemption are notified to present the same at the corporate trust office of UMB Bank, n.a. on or after the date set for redemption, where redemption will be made by payment of the face amount of each such bond plus accrued interest to the date set for redemption. All bonds so called for redemption must be surrendered and no interest will be paid on the above-described bonds from and after the redemption date.

The Amphitheater Unified School District No. 10 of Pima County, Arizona and UMB Bank, n.a. shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any bonds. They are included solely for the convenience of the holders.

Dated: _____

UMB Bank, n.a., Refunded Registrar

By _____

The following is not part of this notice:

Not more than sixty nor less than thirty days prior to the date set for redemption, UMB Bank, n.a. shall cause a notice of any such redemption to be mailed first class mail to each registered owner. A notice shall also be sent via telecopy or through other electronic means to The Depository Trust Company and to the Municipal Securities Rulemaking Board (the "MSRB"), currently through the Electronic Municipal Market Access system, by the method required by the MSRB.

EXHIBIT D

EXPENSES

The following expenses are to be paid by the Depository Trustee from Bond proceeds deposited with the Depository Trustee for that purpose:

	Improvement Bonds	Refunding Bonds	TOTAL
Bond Counsel's Fee and Costs (1)	\$[_____]	\$[_____]	\$[_____]
Underwriter's Counsel (2)			
Official Statement Printing and Preparation (3)			
Registrar/Paying Agent Depository Trustee's Fee (4)			
Credit Rating			
Verification Agent (5)			
DTC/CUSIPs/etc. (3)			
Contingency			
TOTAL:	<u>\$[_____]</u>	<u>\$[_____]</u>	<u>\$[_____]</u>

1. Gust Rosenfeld P.L.C.
2. Greenberg Traurig, LLP
3. Stifel, Nicolaus & Company, Incorporated
4. [UMB Bank, n.a.]
5. [_____]