BESD #33
GOVERNING BOARD

REGULAR MEETING

March 7, 2016
6:30 p.m.

District Governing Board Room
25555 W. Durango Street
BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33
District Board Room - 25555 W. Durango Street

GOVERNING BOARD
SPECIAL MEETING
WORK SESSION
Monday, March 7, 2016 -- 5:30 p.m.

The Governing Board reserves the right to move into executive session for legal advice with its attorneys for any item listed on the agenda, in person or by telephone, pursuant to A.R.S. §38-431.03(A)(3). Members of the Governing Board will attend the meeting either in person or by telephone conference call.

A G E N D A

1. CALL TO ORDER
   PRESIDENT

2. ROLL CALL
   CLERK
   Board Members: ____ Marcus Eads, President ____ Jane Hunt, Clerk
                  ____ Gina Ragsdale, Member ____ Amy Lovitt, Member ____ Richard Hopkins, Member

3. PLEDGE OF ALLEGIANCE
   ALL

4. WORK SESSION
   School boundary discussion
   DISCUSSION

5. ANNOUNCEMENTS

6. ADJOURNMENT

Persons with a disability may request a reasonable accommodation by contacting Tmber DeLong, at 623-925-3403. Requests should be made at least 48 hours in advance of the meeting to allow the District time to arrange for an accommodation. Additional documentation relating to public meeting agenda items may be obtained at least 24 hours in advance of the meeting at the District Office, 25555 W. Durango Street, Buckeye, AZ 85236.
BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33  
District Board Room - 25555 W. Durango Street

GOVERNING BOARD

REGULAR MEETING
Monday, March 7, 2016 -- 6:30 p.m.

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A G E N D A

1. CALL TO ORDER
   PRESIDENT

2. ROLL CALL
   CLERK
   Board Members:  ___ Marcus Eads, President  ___ Jane Hunt, Clerk
   ___ Gina Ragsdale, Member   ___ Amy Lovitt, Member    ___ Richard Hopkins, Member

3. PLEDGE OF ALLEGIANCE
   PRESIDENT

4. BOARD MEMBER COMMENTS
   PRESIDENT

5. CALL TO THE PUBLIC
   PRESIDENT
   (A.R.S. §38-431.01.G states “A governing board may conduct an open call to the public but may not discuss or take legal action on a matter raised during a call to the public unless the matter has been properly noticed for discussion and legal action.” Individuals who wish to address the Board are to complete the appropriate form prior to the meeting and give the form to the Board Secretary. The Board President will call upon you at the appropriate time).

6. APPROVAL OF MINUTES {pg. 9}

   6.A  The Board will consider approval of the minutes of the Work Session of February 1, 2016 and the Regular Meeting of February 1, 2016.  

   ACTION

7. CONSENT AGENDA/FINANCIAL ITEMS
   The Board will consider the items on the consent agenda:  

   ACTION

   7.A BUSINESS

   7.A.1 Accounts Payable Expense Vouchers – (pg. 15)
       BATCH ID # B070, B071, B072, B073, B074, B075, B076, B077, B078
       The Board will consider the expenditures that have been processed since the last Governing Board meeting.

   7.A.2 Payroll Vouchers – 16/1088, 17/1093, 18/1101  (pg. 27)
       The board will consider the vouchers that have been processed since the last Governing Board meeting.

   7.A.3 Foodservice Summary Report  (pg. 39)
       The Board will consider the Food Services activities that have been processed since the last Governing Board meeting.
7.A.4 Student Activity & Auxiliary Fund Account Reports (pg. 40)
The Board will consider the student activity and auxiliary reports for January 2016.

7.A.5 Tax Credit Account Reports (pg. 42)
The Board will consider Tax Credit reports for January 2016.

7.A.6 Budget Summary Reports (Maintenance & Operations and District Additional Assistance) (pg. 44)
The Board will consider the M&O and DAA Reports for January 23, 2016 through February 26, 2016.

7.B PERSONNEL
7.B.1 RESIGNATIONS (pg. 46)

Certified
Buchanan, Michael  Speech Pathologist  Effective 5/19/2016
Davis, Maryann  3rd Grade Teacher  Effective 5/19/2016
Garnica, Marco  8th Grade Math Teacher  Effective 5/19/2016

Classified
Alva, Pete  Food Service Custodian  Effective 2/5/2016
Anfenson, Catherine  Parapro II  Effective 2/12/2016
Arias, Monique  Office Clerk  Effective 3/4/2016

7.B.2 NEW PERSONNEL (pg. 47)

Certified
Bulger, Kevin  Principal  WestPark
Gabel, Maggie  8th Grade Math Teacher  Inca
Folsom, Christine  3rd Grade Teacher  Inca
Harness, Dianna  5th Grade Teacher  Bales
Kerr, Julie  Teacher  BES
Preston, Katie  Assistant Principal  BES

Classified
Cabrera, Anthony  Technology Specialist II  District
Cardenas, Rocio  Parapro IV  Preschool
Johnson, Gabriel  Parapro IV  Jasinski
Pruett, Jamie  Custodian  Jasinski
Sage, Lon  Parent Community Coordinator  District

8. COMMUNICATIONS AND PETITIONS

9. REPORTS
9.A Superintendent

10. OLD AND CONTINUING BUSINESS
None

11. NEW BUSINESS
11.A TO CONSIDER AND, IF DEEMED ADVISABLE, TO ADOPT A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF SCHOOL IMPROVEMENT AND REFUNDING BONDS OF THE DISTRICT ACTION (pg. 49)

The Governing Board will consider approving the recommendation to approve the resolution authorizing the issuance of and sale of school improvement and refunding of bonds of the district.

11.B TO CONSIDER, AND DEEM ADVISABLE TO ADOPT A RESOLUTION AUTHORIZING A LEASE-PURCHASE AGREEMENT AND GROUND LEASE RELATING TO THE LEASE-PURCHASE FINANCING OF A NEW SCHOOL TO BE ACQUIRED, CONSTRUCTED, FURNISHED AND EQUIPPED WITHIN THE DISTRICT ACTION (pg. 154)

The Governing Board will consider approving the recommendation to approve the resolution authorizing a lease-purchase agreement and ground lease relating to the lease purchase financing of a new school.

11.C DEVELOPER DONATION AGREEMENT AMENDMENT TO AUGUST 2004 AGREEMENT – COTTON MEADOWS NORTH ACTION (pg. 210)

The Governing Board will consider approving the recommendation to approve the Developer Donations Agreement Amendment for the Cotton Meadows North development.

11.D SMARTSCHOOLS PLUS AGREEMENT ACTION (pg. 218)

The Governing Board will consider approving the recommendation to approve the SmartSchools Plus Agreement.

11.E CERTIFIED STAFF FOR RE-EMPLOYMENT FOR FY 2017 ACTION (pg. 235)

The Governing Board will consider the recommendation to approve the listing of certified staff for re-employment for FY 2017.

11.F TERMINATION OF FY 16 CLASSIFIED/SUPPORT STAFF ACTION (pg. 236)

The Governing Board will consider approving the recommendation to terminate all classified/support staff 2015-16 position on or about May 19 or June 30, or as appropriate for the position they hold as the duties for said position cease upon these dates.

11.G RE-HIRE CLASSIFIED/SUPPORT STAFF FOR FY 2017 ACTION (pg. 237)

The Governing Board will consider approving the recommendation to re-hire the Classified/Support Staff employees as presented by the administration on or about July 1, August 1, or as appropriate for the position they are employed.

11.H STAFF COMPENSATION PACKAGE 2016-2017 ACTION (pg. 238)

The Governing Board will consider approving the recommendation to approve the 2016-17 staff compensation package.

11.I REQUEST FOR APPROVAL OF A FOOD SERVICE DELIVERY DRIVER ACTION (pg. 244)

The Governing Board will consider approving the recommendation to approve the Food Service Delivery Driver position.

11.J OUT OF STATE TRAVEL ACTION (pg. 247)

The Governing Board will consider approving the recommendation to approve out of state travel for the Superintendent to present and represent BESD at the National School Boards Conference with the ASBA.

11.K OUT OF STATE TRAVEL FOR BOARD MEMBER ACTION (pg. 248)

The Governing Board will consider approving the recommendation to approve the out of state travel for Board Member Hopkins to attend the National School Boards Conference.
The Governing Board will consider approving the recommendation to approve the First Reading, by title, of policy updates as recommended by the Arizona School Board Association for the following.

* BEC – Executive Sessions/Open Meetings
* BEDA – Notification of Board Meetings
* BEDH – Public Participation at Board Meetings
* EBBBB-E – Accident Reports
* GBEB-R – Staff Conduct
* GCCC-ED – Professional/Support Staff Leaves of Absence Without Pay
* GCQF – Discipline, Suspension and Dismissal of Professional Staff Member
* IKE – Promotion and Retention of Students
* IKF – Graduation Requirements
* IKF-RB – Graduation Requirements
* IKF-EA – Graduation Requirements
* IKF-EB – Graduation Requirements
* JFAB – Tuition/Admission of Nonresident Students
* JK – Student Discipline
* JK-RB – Student Discipline
* KDB-R – Public’s Right to Know/Freedom of Information

11.M EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.03 (A)(3), the members of the governing board may vote to move into executive session for legal advice re: board member request to purchase advertisement.

Pursuant to A.R.S. §38-431.03 (A)(5) to meet with the designated representatives of the Board in order to consider its position and instruct its representatives regarding negotiations with employee organizations regarding salary or fringe benefits should Prop. 123 pass and funds be distributed to the District.

12. ADJOURNMENT

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MINUTES
MINUTES

CALL TO ORDER/ROLL CALL
President Eads called the regular meeting to order at 5:32 p.m.

ROLL CALL
Present were President Eads, Clerk Hunt, Member Hopkins, and Member Lovitt. Member Ragsdale was absent.

PLEDGE OF ALLEGIANCE
President Eads led the pledge of allegiance.

WORK SESSION
The Governing Board discussed SmartSchools Plus Phased Retirement.

ANNOUNCEMENTS
NONE

ADJOURNMENT
There being no other business, a motion to adjourn the regular meeting was made by Clerk Hunt, seconded by Member Lovitt. Motion passed unanimously. Meeting adjourned at 6:12 p.m.

APPROVED: GOVERNING BOARD OF BESD #33

Marcus Eads, President
Jane Hunt, Clerk
Richard Hopkins, Member
Amy Lovitt, Member
ABSENT
Gina Ragsdale, Member
ADMINISTRATION PRESENT:
Dr. Kristi Sandvik, Superintendent; Dr. Randy Watkins, Assistant Superintendent; Nate Bowler, Business Manager;
Tmber DeLong, Executive Assistant; Sue Johnson, Brittany Tarango, Joni Cesario, Lester Dunning, Donna
Fitzgerald, Laura Wilson, Fred Lugo, Neva Burlingame, Kevin Bulger, Nick Forgette

OTHERS PRESENT:
Anthony Varvel, Tammy Alvarez, Sara Zumbro, Heather Battaglia, Tisha Graves, Shawn Graves, Tessa Herrington,
Jennifer Dennis, Justin Dennis, Kelley Ridenour, Kim Shoa, Elissa Smith, Robin LaChance, Juan Cruz, Tony Roer,
Peggy Saylor, Amy Tixier, Dawnia Tilley, Darren Elliott, Janelle Moran, Nancy Wolh, Dorothy Lockard, Gail
Oxford, Amy Emmons, Marlene Turner, Eric Roof, Morgan Hatt, Stormy Hatt, Nichole Mata
BUCKEYE ELEMENTARY SCHOOL DISTRICT #33 GOVERNING BOARD
25555 W. Durango Street; Buckeye, AZ 85326  * Phone (623) 925-3401

Mr. Marcus Eads  Mrs. Jane Hunt  Mr. Richard Hopkins  Mrs. Amy Lovitt  Mrs. Gina Ragsdale
Governing Board President  Governing Board Clerk  Governing Board Member  Governing Board Member  Governing Board Member

REGULAR MEETING
Monday, February 1, 2016
District Governing Board Room

MINUTES

CALL TO ORDER/ROLL CALL President Eads called the regular meeting to order at 6:30 p.m.

ROLL CALL
Present were President Eads, Clerk Hunt, Member Hopkins, and Member Lovitt. Member Ragsdale was absent.

PLEDGE OF ALLEGIANCE
President Eads led the pledge of allegiance.

BOARD MEMBER COMMENTS
Member Hopkins commented that he had has a very busy month. He attended the School Choice event at the Capitol to testify on two bills.

Clerk Hunt commented that she helped judge the District Spelling Bee and it was a great bee.

CALL TO PUBLIC
None

APPROVAL OF MINUTES
The Board was presented with the minutes of the Work Session on January 5, 2016 and Regular Meeting on January 6, 2016. Clerk Hunt made a motion to approve the minutes as presented; Member Lovitt seconded and motion passed unanimously.

CONSENT AGENDA
The governing board was presented with the following financial and personnel items that have transpired since the last regular meeting for their consideration as part of the consent agenda:

BUSINESS
a. Accounts Payable Expense Vouchers – #B059, B060, B061, B062, B063, B064, B065, B066, B067, B068, B069
b. Payroll Vouchers – #13/1072, 14/1075, 15/1081
c. Foodservice Summary Report
e. Tax Credit Account Reports for December 2015.

PERSONNEL

RESIGNATIONS

Certified
Bartlett, Michael Intervention Specialist Effective 5/19/2016
Osborne, Thomas Librarian Effective 5/19/2016
Parrillo, Victor Substitute Effective 12/18/2015
Plesh, Kelly 2nd Grade Teacher Effective 1/7/2016
Rankin, Deborah Substitute Effective 1/6/2016
Roer, Lorrese Assistant Principal Effective 2/1/2016
**Classified**

Atkisson, Amy  
Parapro III  
Effective 1/15/2016

Dyar, Joe  
DIBELS Tester  
Effective 12/18/2015

Meadows, Michele  
Parapro II  
Effective 1/19/2016

Moore, KerryAnn  
Parapro IV  
Effective 2/12/2016

Sida, Diana  
Food Service Worker I  
Effective 12/18/2015

**Retirees**

none

**NEW PERSONNEL**

**Certified**

NONE

**Classified**

Cerreto, Marc  
Bus Driver  
District

Downs, Daniel  
Bus Driver  
District

Edwards, Jessica  
Playground Aide  
WestPark

Galvez, Jessica  
Office Clerk  
Central Office

Grigg, Melinda  
Substitute Aide  
District

Hernandez, Trasema  
Parapro IV  
Sundance

Madron, Marlene  
DIBELS Tester  
District

Nieves Lovera Jocsirellys  
Parapro IV  
Preschool

Ramirez, Megan  
Parapro I  
Inca

Snyder-Emory, Sara  
SLPA  
WestPark

Villalobos, Erika  
Parapro III  
Inca

**DONATIONS**

NONE

Clerk Hunt made a motion to approve the Consent Agenda and financial items as presented; Member Lovitt seconded and motion passed unanimously.

**COMMUNICATION AND PETITIONS**

None

**REPORTS**

School Report –
Principal, Laura Wilson reviewed Odyssey of the Minds, Re-teach & Enrich, and presented a short film on a day at Inca through a student’s view.

Superintendent –
Dr. Sandvik thanked Inca for the wonderful presentation. She also thanked the PBIS team and Joni Cesario for bringing PBIS to our district. Good things are happening for kids in BESD.

Dr. Sandvik updated the governing board on the Parent Superintendent Council meeting and that our next meeting will be April 5th at Sundance Elementary School.

**OLD AND CONTINUING BUSINESS**

None

**NEW BUSINESS**

WESTPARK ELEMENTARY SCHOOL 6TH, 7TH, & 8TH GRADE GIRLS LOCK-IN
The Governing Board approved the recommendation to approve the WestPark Elementary School 6th, 7th, and 8th grade Girls Lock-In. Clerk Hunt made a motion to approve. Member Lovitt seconded the motion. Motion passed 4-0.

**SUNDAE ELEMENTARY SCHOOL 6TH GRADE PHOENIX ZOO OVERNIGHT TRIP**
The Governing Board approved the recommendation to approve the Sundance Elementary School 6th grade Phoenix Zoo overnight trip. President Eads made a motion. Member Lovitt seconded the motion. Motion passed 4-0.

**JASINSKI ELEMENTARY SCHOOL G.O.L.D.: GIRLS OVERNIGHT LEARNING AND DEVELOPING**
The Governing Board approved the recommendation to approve the overnight lock-in at Jasinski Elementary School. Member Lovitt made a motion to approve. President Eads seconded the motion. Motion passed 4-0.

**ADJOURNMENT**
There being no other business, a motion to adjourn the regular meeting was made by Clerk Hunt, seconded by Member Lovitt. Motion passed unanimously. Meeting adjourned at 7:11 p.m.

**APPROVED:** GOVERNING BOARD OF BESD #33

__________________________
Marcus Eads, President

__________________________
Jane Hunt, Clerk

__________________________
Richard Hopkins, Member

__________________________
Amy Lovitt, Member

**ABSENT**
Gina Ragsdale, Member

**ADMINISTRATION PRESENT:**
Dr. Kristi Sandvik, Superintendent; Dr. Randy Watkins, Assistant Superintendent; Nate Bowler, Business Manager; Tmber DeLong, Executive Assistant; Sue Johnson, Brittany Tarango, Joni Cesario, Lester Dunning, Donna Fitzgerald, Laura Wilson, Fred Lugo, Neva Burlingame, Kevin Bulger, Nick Forgette

**OTHERS PRESENT:**
CONSENT

AGENDA
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**GRAND TOTAL for Voucher #1086** $6,198.94
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**GRAND TOTAL for Voucher #1087** $ 46,342.05
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**GRAND TOTAL for Voucher #1089** $4,623.18
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**GRAND TOTAL for Voucher #1090**  $298,027.13
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**GRAND TOTAL for Voucher #1091** $30,451.19
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Laura Blake
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**GRAND TOTAL for Voucher #1092** $ 240,702.47
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**GRAND TOTAL for Voucher #1094** $7,202.29
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**GRAND TOTAL for Voucher #1095**  $ 19,971.42
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**GRAND TOTAL for Voucher #1096 1097** $ 56,211.94
The County School Superintendent of Maricopa County is hereby authorized to draw warrants on the County Treasurer against BUCKEYE ELEMENTARY SCHOOL DISTRICT #33 School District Fund(s) for necessary expenses against the school district and obligations incurred for value received in services as shown below for the pay period ending 1/22/2016.

I certify by my original signature below that this claim is just and correct, that teachers, substitute teachers and administrators whose salaries are claimed herein are legally certified during the fiscal year covering this pay period and that the services herein represented have been received and that the claim:  was approved at a public meeting of the governing board on (A.R.S. 15-304), or will be ratified at the next regular or special meeting of the governing board on March 2016 in accordance with the procedures of A.R.S. 15-321 All items are properly coded and not in excess of the budget. Itemized invoices accompany these vouchers. All employees and officials have on file an oath in compliance with ARS 38-231.

Kathleen Yadon
Prepared By

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Marcus Eads  President
Jane Hunt    Clerk
Richard Hopkins  Member
Amy Lovitt  Member
Gina Ragsdale  Member

Substitute for ADE 40-101
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BUCKEYE ELEMENTARY SCHOOL DISTRICT #33 VOUCHER

16, 1088  02/04/2016  Kathleen Yadon
Voucher Number  Voucher Date  Prepared By

The County School Superintendent of MARICOPA COUNTY is hereby authorized to draw warrant(s) on the
County Treasurer against BUCKEYE ELEMENTARY SCHOOL DISTRICT #33 Fund(s) for necessary
expenses against the school district and obligations incurred for value received in services for materials as
shown below.

I certify by my original signature that this claim is just
and correct and the services and/or materials herein
represented have been received and that the claim:

______ was approved at a public meeting of the Governing
Board on ________ (A.R.S. 15-304), or ______ will be
ratified at the next regular or special meeting of the
Governing Board on ________ in accordance with
the procedures of A.R.S. 15-321. All items are properly
coded and not in excess of the budget. Itemized
invoices accompany these vouchers. All employees
and officials have on file an oath in compliance with
A.R.S. 38-231.

School Administrator: [Signature]

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3700-028  8-85
### Payroll Fund Balances

**Fiscal Year:** 2015-2016

**Pay Period:** 15

**Start Date:** 01/09/2016

**End Date:** 02/04/2016

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<th>Cash Balances</th>
<th>Encumbrance Balances</th>
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<td><strong>17,815,228.01</strong></td>
<td><strong>9,047.77</strong></td>
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</table>

End of Report
The County School Superintendent of Maricopa County is hereby authorized to draw warrants on the County Treasurer against BUCKEYE ELEMENTARY SCHOOL DISTRICT #33 School District Fund(s) for necessary expenses against the school district and obligations incurred for value received in services as shown below for the pay period ending 2/5/2016.

I certify by my original signature below that this claim is just and correct, that teachers, substitute teachers and administrators whose salaries are claimed herein are legally certified during the fiscal year covering this pay period and that the services herein represented have been received and that the claim: ___ was approved at a public meeting of the governing board on ________ (A.R.S. 15-304), or ___ will be ratified at the next regular or special meeting of the governing board on Mar. 2016, in accordance with the procedures of A.R.S. 15-321 All items are properly coded and not in excess of the budget. Itemized invoices accompany these vouchers. All employees and officials have on file an oath in compliance with ARS 38-231.

Kathleen Yaden
Prepared By

PR #: 17
Ded: 1093
<table>
<thead>
<tr>
<th>FUND</th>
<th>GROSS</th>
<th>FICA</th>
<th>RETIREMENT</th>
<th>BENEFITS</th>
<th>TOTALS</th>
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BUCKEYE ELEMENTARY SCHOOL DISTRICT #33 VOUCHER

17, 1093  02/18/2016  Kathleen Yadon
Voucher Number  Voucher Date  Prepared By

The County School Superintendent of MARICOPA COUNTY is hereby authorized to draw warrant(s) on the County Treasurer against BUCKEYE ELEMENTARY SCHOOL DISTRICT #33 Fund(s) for necessary expenses against the school district and obligations incurred for value received in services for materials as shown below.

I certify by my original signature that this claim is just and correct and the services and/or materials herein represented have been received and that the claim: ___ was approved at a public meeting of the Governing Board on __________ (A.R.S. 15-304), or ___ will be ratified at the next regular or special meeting of the Governing Board on __________, in accordance with the procedures of A.R.S. 15-321. All items are properly coded and not in excess of the budget. Itemized invoices accompany these vouchers. All employees and officials have on file an oath as to compliance with A.R.S. 38-231.

School Administrator: Kristi Sandvik

FUND   PROJECT   VOUCHER   AMOUNT

*** Please see attached ***
# Payroll Fund Balances

**Buckeye Elementary School District #33**

**Fiscal Year:** 2015-2016

**Pay Cycle:** Bi Weekly 15/16

<table>
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<tr>
<th>Fund</th>
<th>Expense Amount</th>
<th>Budget Balances</th>
<th>Cash Balances</th>
<th>Encumbrance Balances</th>
</tr>
</thead>
<tbody>
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<td>Before</td>
<td>After</td>
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<td>(1,930.91)</td>
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<td>(9,888.70)</td>
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<td>(16,275.26)</td>
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<td>(42,431.60)</td>
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<td>(357.55)</td>
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*End of Report*
BUCKEYE ELEMENTARY SCHOOL
DISTRICT #33 VOUCHER

Voucher No: 18, 1101 Voucher Date: 03/03/2016 Prepared By: Kathleen Yadon
Pay Period: 17 Pay Cycle: Bi Weekly 15/16
Printed: 02/26/2016 02:42:20 PM

The County School Superintendent of Maricopa County is hereby authorized to draw warrants on the
County Treasurer against BUCKEYE ELEMENTARY SCHOOL DISTRICT #33 School District Fund(s) for
necessary expenses against the school district and obligations incurred for value received in services
as shown below for the pay period ending 2/19/2016.

I certify by my original signature below that this claim is just and correct, that teachers, substitute
teachers and administrators whose salaries are claimed herein are legally certified during the fiscal year
covering this pay period and that the services herein represented have been received and that the
claim: ___ was approved at a public meeting of the governing board on __________ (A.R.S. 15-304), or
___ will be ratified at the next regular or special meeting of the governing board on __________, in
accordance with the procedures of A.R.S. 15-321 All items are properly coded and not in excess of the
budget. Itemized invoices accompany these vouchers. All employees and officials have on file an oath
in compliance with ARS 38-231.

Administrator

Marcus Eads President

Jane Hunt Clerk

Richard Hopkins Member

Amy Lovitt Member

Gina Ragsdale Member

<table>
<thead>
<tr>
<th>FUND</th>
<th>GROSS</th>
<th>FICA</th>
<th>RETIREMENT</th>
<th>BENEFITS</th>
<th>TOTALS</th>
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PR #: 18 Substitute for ADE 40-101
Ded 1101
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Substitute for ADE 40-101
The County School Superintendent of MARICOPA COUNTY is hereby authorized to draw warrant(s) on the County Treasurer against BUCKEYE ELEMENTARY SCHOOL DISTRICT #33 Fund(s) for necessary expenses against the school district and obligations incurred for value received in services for materials as shown below.

I certify by my original signature that this claim is just and correct and the services and/or materials herein represented have been received and that the claim: 

_____ was approved at a public meeting of the Governing Board on ________ (A.R.S. 15-304), or 

_____ will be ratified at the next regular or special meeting of the Governing Board on April 2016, in accordance with the procedures of A.R.S. 15-321. All items are properly coded and not in excess of the budget. Itemized invoices accompany these vouchers. All employees and officials have on file an oath in compliance with A.R.S. 38-231.

School Administrator: ________________________________

**Please see attached**

<table>
<thead>
<tr>
<th>FUND</th>
<th>PROJECT</th>
<th>VOUCHER</th>
<th>AMOUNT</th>
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</tbody>
</table>
### Payroll Fund Balances

**Fiscal Year:** 2015-2016

<table>
<thead>
<tr>
<th>Fund</th>
<th>Expense Amount</th>
<th>Budget Balances</th>
<th>Cash Balances</th>
<th>Encumbrance Balances</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Before</td>
<td>After</td>
<td>Before</td>
<td>After</td>
</tr>
<tr>
<td>001</td>
<td>834,712.75</td>
<td>12,374,953.18</td>
<td>11,540,240.43</td>
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</tr>
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<td>20,157.00</td>
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<td>(1,930.69)</td>
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<td>621,223.82</td>
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</tr>
<tr>
<td>132</td>
<td>458.20</td>
<td>22,675.79</td>
<td>22,217.59</td>
<td>(9,888.70)</td>
</tr>
<tr>
<td>140</td>
<td>1,607.17</td>
<td>57,839.88</td>
<td>56,232.71</td>
<td>10,473.64</td>
</tr>
<tr>
<td>195</td>
<td>1,069.11</td>
<td>80,483.61</td>
<td>79,414.50</td>
<td>(1,609.79)</td>
</tr>
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<td>21,224.02</td>
<td>343,668.86</td>
<td>322,444.84</td>
<td>(42,454.11)</td>
</tr>
<tr>
<td>222</td>
<td>357.55</td>
<td>3,676.56</td>
<td>3,319.01</td>
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<tr>
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End of Report
Presented at the March Board Meeting

Beginning Cash Balance  $ 251,919.71

Revenue:

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<th>Amount</th>
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<td>Refunds and Adult Meals</td>
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<tr>
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<td>Federal Reimbursement: Dec.</td>
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Other Revenue:

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<td>Headstart</td>
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<tr>
<td>Miscellaneous Refunds/Bnk fees</td>
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<tr>
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Payroll and Related Expenses: Jan.  $83,493.27
Other Expenses:                      $57,147.68

Total Expenses:                      $140,640.95

Ending Cash Balance for the month of Jan.  $283,226.25
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**IVEE RECONCILIATION:**

| BEGINNING BOOK BALANCE | $36,472.02 |
| DEPOSITS              | $259.93    |
| EXPENDITURES          | $1,017.39  |
| IVEE ENDING BALANCE   | $35,714.56 |

**GOVERNING BOARD SIGNATURES**

Activity Assistant Treasurer

Business Manager, Treasurer

DEC 2015 interest posted by MCESA on 01/29/2016.
### 2015-2016 AUXILIARY ACCOUNT BALANCE

**FY16 January 2016**

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**TOTALS:**

$62,488.47 | $3,728.70 | $8,927.68 | $57,289.49

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**GOVERNING BOARD SIGNATURES**

**MARICOPA COUNTY BALANCE**

$57,289.49

**COUNTY RECONCILED BALANCE**

$57,289.49

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Auxiliary Assistant Treasurer

Business Manager, Treasurer

DEC 2015 interest posted by MCESA on 01/29/2016.
### 2015-2016 TAX CREDIT ACCOUNT

#### FY16 January 2016

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Submitted By: Trenda Long

Ending Balances for FY16 January 2016
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**Deposit Journal Entries**


**Site Council Decisions:**

| V1077 / V1080 / V1087 | NOTES: DEC 2015 interest posted by MCESA 01/29/16 |

**Vouchers**

**Board Signatures**
# 2015-2016 MAINTENANCE & OPERATION

**Operating Statement with Encumbrance**  
January 23, 2016 through February 26, 2016

<table>
<thead>
<tr>
<th>BUDGET DESCRIPTION</th>
<th>ADOPTED BUDGET 7/13/2015</th>
<th>DATE BUDGET REVISED 12/8/2015</th>
<th>YEAR TO DATE</th>
<th>ENCUMBRANCE</th>
<th>ENCUMBRANCE &amp; YTD EXPENSE</th>
<th>BUDGET BALANCE</th>
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<td>6110 Regular Ed Certified</td>
<td>$ 9,190,843.00</td>
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Subtotal Salaries  
$17,176,850.00 | $17,186,146.00 | $8,818,730.90 | $6,458,342.70 | $15,277,073.60 | $1,909,072.40 |

| 6200 Employee Benefits | $ 4,788,566.00 | $ 4,788,566.00 | $ 3,111,981.20 | $ 1,996,490.89 | $ 5,108,472.09 | ($319,906.09) |

Subtotal Salaries/Benefits  
$21,965,416.00 | $21,974,712.00 | $11,930,712.10 | $8,454,833.59 | $20,385,545.69 | $1,589,166.31 |

| 6300 Purchased Professional Services | $ 1,947,726.00 | $ 1,947,726.00 | $ 1,041,569.85 | $ 1,042,717.99 | $ 2,084,287.84 | ($136,561.84) |
| 6400 Purchased Property Services | $ 742,000.00 | $ 742,000.00 | $ 585,770.88 | $ 422,685.08 | $ 1,008,455.96 | ($266,455.96) |
| 6500 Other Purchased Services | $ 586,654.00 | $ 586,654.00 | $ 347,947.09 | $ 828,907.68 | $ 1,176,854.77 | ($590,200.77) |
| 6600 Supplies | $ 2,055,407.00 | $ 2,055,407.00 | $ 1,025,605.43 | $ 735,901.72 | $ 1,761,507.15 | $293,899.85 |
| 6800 Other Expenses | $ 43,511.00 | $ 43,511.00 | $ 40,751.47 | $ 6,124.52 | $ 46,875.99 | ($3,364.99) |

Subtotal Non-Salaried Items  
$5,375,298.00 | $5,375,298.00 | $3,041,644.72 | $3,036,336.99 | $6,077,981.71 | ($702,683.71) |

**TOTAL** Maintenance/Operation  
$27,340,714.00 | $27,350,010.00 | $14,972,356.82 | $11,491,170.58 | $26,463,527.40 | $886,482.60 |

Percent of Budget Unspent/Unencumbered  
3.24% per Budget: $27,350,010.00

Submitted By: Trenda Long
# 2015-2016 CAPITAL

Operating Statement with Encumbrance
January 23, 2016 through February 26, 2016

<table>
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<tr>
<th>BUDGET DESCRIPTION</th>
<th>ADOPTED BUDGET 7/13/2015</th>
<th>DATE BUDGET REVISED 12/8/2015</th>
<th>YEAR TO DATE EXPENDITURES</th>
<th>ENCUMBRANCE</th>
<th>ENCUMBRANCE &amp; YTD EXPENSE</th>
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<td>6737 Technology &lt; $1,000</td>
<td>$ 312,874.00</td>
<td>$ 312,874.00</td>
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<td>6840 Interest on Bonds</td>
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<td>6850 Other Interest</td>
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<td><strong>TOTAL Capital</strong></td>
<td><strong>$ 5,663,286.00</strong></td>
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<td><strong>$ 715,051.15</strong></td>
<td><strong>$ 342,617.52</strong></td>
<td><strong>$ 1,057,668.67</strong></td>
<td><strong>$ 5,085,863.33</strong></td>
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Percent of Budget Unspent
82.78% per Budget: $ 6,143,532.00

Submitted By: Trenda Long
RELEVANT/SUPPORTING DATA:

The Superintendent, through the Human Resources Department, is responsible to make recommendations to the board regarding personnel to meet the district’s staffing needs. The recommendations are part of the Consent Agenda. The following have submitted their resignations and/or retirements:

**Certified**
- Buchanan, Michael  
  Speech Pathologist  
  Effective 5/19/2016
- Davis, Maryann  
  3rd Grade Teacher  
  Effective 5/19/2016
- Garnica, Marco  
  8th Grade Math Teacher  
  Effective 5/19/2016

**Classified**
- Alva, Pete  
  Food Service Custodian  
  Effective 2/5/2016
- Anfenson, Catherine  
  Parapro II  
  Effective 2/12/2016
- Arias, Monique  
  Office Clerk  
  Effective 3/4/2016

**Retirees**

RECOMMENDATION:
It is recommended that the Governing Board accept the resignations and/or retirements of the employees listed.

GOVERNING BOARD ACTION:

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BOARD AGENDA ACTION ITEM

DATE FOR BOARD CONSIDERATION: March 7, 2016
ITEM: New Personnel
SUBMITTED BY: Dr. Kristi Sandvik, Superintendent

ITEM NO. 7.B.2
READING _____
DISCUSS X
ACTION X

RELEVANT/ SUPPORTING DATA:
The Superintendent, through the Human Resources Department, is responsible to make recommendations to the board regarding personnel to meet the district’s staffing needs. These recommendations are part of the Consent Agenda. The process used to meet our staffing needs includes following job posting procedures as outlined in policy. The following are recommended for employment:

Certified
Bulger, Kevin Principal WestPark
Gabel, Maggie 8th Grade Math Teacher Inca
Folsom, Christine 3rd Grade Teacher Inca
Harness, Dianna 5th Grade Teacher Bales
Kerr, Julie Teacher BES
Preston, Katie Assistant Principal BES

Classified
Cabrera, Anthony Technology Specialist II District
Cardenas, Rocio Parapro IV Preschool
Johnson, Gabriel Parapro IV Jasinski
Pruell, Jamie Custodian Jasinski
Sage, Lon Parent Community Coordinator District

RECOMMENDATION:
It is recommended the Governing Board approve the employees as suggested.

GOVERNING BOARD ACTION:

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*H* Board March 2016/7.B.2.docx
NEW
BUSINESS
BOARD AGENDA ACTION ITEM

DATE FOR BOARD CONSIDERATION: March 7, 2016

ITEM: TO CONSIDER AND, IF DEEMED ADVISABLE, TO ADOPT A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF SCHOOL IMPROVEMENT AND REFUNDING BONDS OF THE DISTRICT.

SUBMITTED BY: Nate Bowler, Business Manager

RELEVANT/SUPPORTING DATA:

On Tuesday, January 5, 2016, and the Governing Board held a Special Work Session regarding School Improvement Bonds and New School Financing Options. A resolution is needed to authorize the refunding of bonds as well as authorization to sell bonds from the 2015 voter authorization. The district is looking to issue approximately $5.6M and refund approximately $9.8M of previously issued bonds to more favorable terms to the district.

RECOMMENDATION:

It is recommended the Governing Board approve the resolution authorizing the issuance of and sale of school improvement and refunding of bonds of the district.

GOVERNING BOARD ACTION:

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RESOLUTION


WHEREAS, Buckeye Elementary School District No. 33 of Maricopa County, Arizona (the "District"), held a special bond election in and for the District on November 3, 2015 (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 school improvement bonds in the aggregate principal amount of not to exceed $6,300,000 (the "New Money Bonds") 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 New Money Bonds; and

WHEREAS, the District has issued certain school improvement bonds (the "Prior Bonds"), and 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 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 $12,000,000 (the "Refunding Bonds" and, together with the New Money Bonds, the "Bonds") for the purpose of refunding the Bonds Being Refunded and paying the costs of issuance of the Refunding Bonds; and
WHEREAS, in accordance with applicable law, the total aggregate of taxes levied to pay principal of and interest on the Refunding 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 Refunding Bonds to the final maturity date of the Bonds Being Refunded; and

WHEREAS, the New Money Bonds and/or the Refunding Bonds will be sold through a negotiated offering, and the Board shall receive a proposal or proposals for the purchase of the Bonds from Stifel, Nicolaus & Company, Incorporated (the "Underwriter") and not acting as a municipal advisor (as defined in the Securities and Exchange Commission's (the "SEC's") Municipal Advisor Rule), in the form of a bond purchase agreement now on file with this Board, and the District desires that the Bonds be sold through negotiation to the Underwriter on such terms as may hereafter be approved by the District Superintendent or the Business Manager of the District and pursuant to the Strategic Alliance of Volume Expenditures (SAVE) Cooperative Response Proposal #C-007-1213; and

WHEREAS, by this resolution, the Board shall approve a form of bond purchase agreement now on file and order the proposed bond purchase agreement to be completed with the final terms of the New Money Bonds and/or the Refunding Bonds and entered into, as one or two agreements, between the District and the Underwriter when the final terms of the sale have been determined for the sale of the New Money Bonds and/or the Refunding Bonds to the Underwriter (as so completed, the "Purchase Agreement"); 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 Underwriter in accordance with the Purchase Agreement;

NOW, THEREFORE, IT IS RESOLVED BY THE GOVERNING BOARD OF BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33 OF MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

Section 1. Authorization. This Board hereby authorizes to be issued and sold a series of school improvement bonds in an aggregate principal amount of not to exceed $6,300,000 designated Buckeye Elementary School District No. 33 of Maricopa County, Arizona, School Improvement Bonds, Project of 2015, Series A (2016) and a series of refunding bonds in an aggregate principal amount of not to exceed $12,000,000 designated Buckeye Elementary School District No. 33 of Maricopa County, Arizona, Refunding Bonds, Series 2016. The series designation of the Bonds may change if the Bonds are not sold in calendar year 2016. The Refunding 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 Refunding 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 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 Refunding Bonds, shall not be less than ($500,000).
The Bonds shall be issued and sold in accordance with the provisions of this resolution and delivered against payment therefor by the Underwriter. The Bonds may be issued in one or more series.

**Section 2. Terms.**

A. **New Money Bonds.** The New Money Bonds shall be dated as of April 1, 2016 or such other date as set forth in the Purchase Agreement, shall mature on July 1 in some or all of the years 2017 through 2035, inclusive, and shall bear interest from their date to the maturity or earlier redemption of each of the New Money Bonds, provided that the yield (as determined pursuant to the regulations of the Internal Revenue Code of 1986, as amended (the "Code")) on the New Money Bonds shall not exceed 5%. The New Money Bonds shall be classified "Class B" bonds for all purposes of Arizona Revised Statutes, 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 New Money Bonds shall be as set forth in the Purchase Agreement and approved by the President or any other member of the Board, such approval shall be evidenced by the execution and delivery of the Purchase Agreement. The New Money Bonds shall be issued in fully registered book-entry-only form in denominations equal to the respective year's maturity amount. If the Book-Entry-Only System (as defined herein) is discontinued, the New Money Bonds shall be in the denominations of $5,000 each or integral multiples thereof. Interest on the New Money Bonds shall be payable semiannually on each January 1 and July 1 (each an "Interest Payment Date") during the term of the New Money Bonds, commencing July 1, 2016 (or on such other date as set forth in the Purchase Agreement).

B. **Refunding Bonds.** The Refunding Bonds shall be dated as of April 1, 2016 or such other date as set forth in the Purchase Agreement, shall mature on July 1 in some or all of the years 2016 through 2031, inclusive, and shall bear interest from their date to the maturity or earlier redemption of each of the Refunding Bonds, provided that the yield (as determined pursuant to the regulations of the Internal Revenue Code) on the Refunding Bonds shall not exceed 5%. The Refunding Bonds shall be classified "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 Refunding Bonds shall be as set forth in the Purchase Agreement and approved by the President or any other member of the Board, such approval shall be evidenced by the execution and delivery of the Purchase Agreement. The Refunding Bonds shall be issued in fully registered Book-Entry-Only form in denominations equal to the respective year's maturity amount. If the Book-Entry-Only System is discontinued, the Refunding Bonds shall be in the denominations of $5,000 each or integral multiples thereof. Interest on the Refunding Bonds shall be payable semiannually on each January 1 and July 1 during the term of the Refunding Bonds, commencing July 1, 2016 (or on a later date as set forth in the Purchase Agreement).
C. **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 which is hereinafter defined, the District shall pay periodic principal and interest payments to Cede & Co. or its registered assigns in same-day funds no later than the time established by The Depository Trust Company, a New York Corporation ("DTC") on each interest or principal payment date (or in accordance with then existing arrangements between the District and DTC). The District has entered into an agreement (the "Letter of Representations") with DTC in connection with the issuance of the District's bonds including the Bonds and, while the Letter of Representations is in effect, the procedures established therein shall apply to the Bonds.

D. **Registration.** If the Book-Entry-Only System is discontinued, the Registrar's (as defined herein) registration books shall show the registered owners of the Bonds (collectively, the owner or owners of the Bonds as shown on the Registrar's registration books shall be referred to as "Owner" or "Owners"). While the Bonds are subject to the Book-Entry-Only System, the Bonds shall be registered in the name of Cede & Co., or its registered assigns. The Bonds shall be administered by the Registrar in a manner which assures against double issuance and provides a system of transfer of ownership on the books of the Registrar in the manner set forth in the Bonds. The District recognizes that Section 149(a) of the Code, requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation under laws in force at the time the Bonds are delivered. 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.

E. **Payment.** If the Book-Entry-Only System is discontinued, 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 close of business of the Registrar on the fifteenth (15th) day of the month preceding an Interest Payment Date (the "Record Date").

If the Book-Entry-Only System is discontinued, 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 either series 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".

F. **Other Terms.** The New Money Bonds and the Refunding Bonds shall have such other terms and provisions as are set forth in *Exhibit A* and *Exhibit B* hereto, respectively, and shall be sold under the terms and conditions set forth in the Purchase Agreement.
Section 3. Prior Redemption.

A. Optional Redemption. The Bonds may be subject to optional redemption as set forth in the Purchase Agreement.

B. Mandatory Redemption. The Bonds may be subject to mandatory redemption as set forth in the Purchase 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) 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, notice of redemption of any Bond will be mailed to the Owner thereof at the address shown on the Registrar's registration books not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of any registered owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

(2) Notice of any redemption will also be sent to the Municipal Securities Rulemaking Board (the "MSRB"), currently through 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.

(3) If moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the District, the Maricopa County Treasurer (the "Treasurer") or by 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. 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.

Section 4. Security. For the purpose of paying the principal of, premium, if any, 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, premium, if any, interest and costs of administration 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 Refunding Bonds shall be limited as follows: the total aggregate of taxes levied to pay principal of and interest on the Refunding 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 Refunding 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 Refunding Bonds shall first be applied to the payments of amounts due on the Bonds Being Refunded. The proceeds of the taxes shall be kept in a special fund entitled the Debt Service Fund of the District and shall be used only for the payment of principal, interest, 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, interest 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 13 and any restrictions imposed by any entity providing credit enhancement for the Refunding Bonds, in any of the securities allowed by A.R.S. § 15-1025, and no further annual consent need be given; provided, however, that the Board, acting through its Superintendent or Business Manager, may revoke such consent for any fiscal year after fiscal year 2015-2016.

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 Principal and Interest 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 New Money Bonds in accordance with the terms of their sale, the net proceeds from the sale of the New Money Bonds, after payment of the expenses of issuance, 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 New Money Bonds shall be expended only for the purpose set forth in the ballot used at the Election wherein issuance of the New Money Bonds was
approved and to pay the costs of issuance of the New Money Bonds and the cost of bond insurance or credit enhancement, if applicable. Any premium received from the sale of the New Money Bonds shall be used to pay the Underwriter's compensation and any other costs of issuance lawfully payable from such proceeds.

Upon the delivery of and payment for the Refunding Bonds in accordance with the terms of their sale, the net proceeds from the sale of the Refunding 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 by a bank or trust company selected by the Superintendent or Business Manager as depository trustee (the "Depository Trustee") and 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 date of the Refunding Bonds (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 invested immediately in obligations issued by or guaranteed by the United States of America ("Government Obligations") the maturing principal of and interest on which, 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 by (i) direct purchase from the United States Treasury or (ii) purchase in the open market through the engagement of a bidding agent receiving at least three bids from dealers of such investments.

Any balance of the net proceeds of the Refunding 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. So long as the Book-Entry-Only System is in effect, the New Money Bonds and the Refunding Bonds shall be in substantially the forms of Exhibit A and Exhibit B attached hereto, respectively, and incorporated by reference herein, with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby or by the Purchase Agreement 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 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 New Money Bonds shall be executed for and on behalf of the District by its President by manual or facsimile signature. The Refunding Bonds shall be
executed for and on behalf of the District by its President and attested by the Clerk of the Board and countersigned by the Treasurer by their manual or facsimile signatures. 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.** The form of the Purchase Agreement, as presented to this Board, is hereby approved and the President or any member of this Board is hereby authorized to execute the Purchase Agreement on behalf of the District. The Superintendent, Business Manager of the District, the President or any member of the Board shall cause the Purchase Agreement to be completed 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. The execution and delivery of the Purchase 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 (each as defined herein) for the Bonds, in substantially the form submitted to and on file with the Board, is hereby approved and the President, any member of this Board, the Superintendent or the Business Manager of the District is hereby directed to execute such contract on behalf of the District with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing the documents and cause such respective contract to be delivered. Execution by any such officer shall constitute conclusive evidence of such approval.

D. **Depository Trust Agreement.** The Depository Trust Agreement in substantially the form submitted to and on file with the District, concerning the refunding of the Bonds Being Refunded is hereby approved and the President, any member of this Board or the Superintendent or Business Manager of the District is hereby directed to execute such contract on behalf of the District with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing the documents. Execution by such officers shall constitute conclusive evidence of such approval and cause such contract to be delivered.

E. **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 Business Manager of the District is hereby authorized and directed to prepare, execute and deliver on behalf of the District a written agreement or undertaking for the benefit of the Owners (including beneficial owners) of the Bonds, in substantially the form submitted to and on file with the Board. The written agreement or undertaking shall contain such terms and provisions as are necessary to comply with the Rule including, but not limited to (i) an agreement to provide to the MSRB, the financial information or operating data presented in the final official statement as determined by mutual agreement.
between the Superintendent or the Business Manager and the Underwriter and audited financial statements of the District and (ii) an agreement to provide listed events disclosure to the MSRB.

F. **Official Statement.** The preparation and dissemination of a preliminary official statement with respect to the Bonds is hereby authorized and approved. The preliminary official statement shall be in a form that is approved and deemed as "final" for all purposes of the Rule, by the Superintendent or the Business Manager of the District. The Superintendent or Business Manager shall approve and cause a final official statements (the "Official Statement") in substantially the form of the preliminary official statement referred to above to be prepared and distributed with the Bonds upon initial issuance. The President or any member of this Board is authorized to execute and deliver the Official Statement on behalf of the District.

**Section 8. Mutilated, Lost or Destroyed Bonds.** In case any Bond becomes mutilated or destroyed or lost, the District shall cause to be executed, authenticated and delivered a new Bond of the same series, like date and tenor in exchange and substitution for and upon the cancellation of the mutilated Bond or in lieu of and in substitution for the Bond destroyed or lost, upon the Owner's paying the reasonable expenses and charges of the District in connection therewith and, in the case of the Bond destroyed or lost, filing with the Registrar and the Treasurer of evidence satisfactory to the Registrar and the Treasurer that such Bond was destroyed or lost, and furnishing the Registrar and the Treasurer with a sufficient indemnity bond pursuant to A.R.S. § 47-8405.

**Section 9. Acceptance of Offer; Sale of Bonds; Purchase Agreement Approval.** The Underwriter proposes to purchase the Bonds pursuant to the Purchase Agreement submitted to and on file with this Board. Such proposal as supplemented by the final terms as contemplated by this resolution is hereby accepted. When the final terms of the Bonds are known, the Purchase Agreement shall be finalized and executed pursuant to Section 7B hereof; provided, however, that the parameters of this resolution shall govern the Purchase Agreement and neither the Superintendent nor the Business Manager is authorized to insert in the Purchase Agreement any terms or conditions which would be contrary to this resolution. Upon the completion, execution and delivery of the Purchase Agreement, the Bonds are ordered sold to the Underwriter pursuant to the Purchase Agreement.

The Treasurer is hereby authorized and directed to receive payment for the Bonds in accordance with the terms of the Purchase Agreement. Any other provisions of this resolution to the contrary notwithstanding, the Bonds shall not be sold for less than par and no premium on the Bonds shall exceed the net premium permitted by A.R.S. §§ 15-1024 or 35-473.01.

**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 2D 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 Business Manager shall solicit pricing quotes to act as Registrar and Paying Agent with respect to the Bonds and shall select a Registrar and Paying Agent in the best interests of the District. The District may change the Registrar or Paying Agent without notice to or consent of Owners of the Bonds and the District may act in any such capacity.

Each Paying Agent shall be required to agree in writing that the Paying Agent shall hold in trust for the benefit of the Owners of the Bonds all moneys held by the Paying Agent for the payment of principal of and interest and any premium on the Bonds.

The Registrar may appoint an authenticating agent acceptable to the District to authenticate Bonds. An authenticating agent may authenticate Bonds whenever the Registrar may do so. Each reference in this resolution to authentication by the Registrar includes authentication by an authenticating agent acting on behalf and in the name of the Registrar and subject to the Registrar's direction.

The Registrar shall keep a separate register for the Bonds. If the Book-Entry-Only System is discontinued, when Bonds are presented to the Registrar or a co-registrar with a request to register 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.

If the Book-Entry-Only System is discontinued, the Registrar may, but shall not be required to, transfer or exchange any Bonds during the period commencing on the Record Date to and including the respective Interest Payment Date. The Registrar may but need not register the transfer of a Bond which has been selected for redemption and need not register the transfer of any Bond for a period of fifteen (15) days before a selection of Bonds to be redeemed; if the transfer of any Bond which has been called or selected for call for redemption in whole or in part is registered, any notice of redemption which has been given to the transferee 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 New Money Bonds for original issue up to $6,300,000 in aggregate principal amount upon the written request of the Treasurer. The aggregate principal amount of New Money Bonds outstanding at any time may not exceed that amount except for replacement New Money Bonds as to which the requirements of the Registrar and the District are met.

Bonds presented to the Registrar for transfer after the close of business on the Record Date and before the close of business on the next subsequent Interest Payment Date will be registered in the name of the transferee but the interest payment will be made payable to and
mailed to the registered owners shown on the books of the Registrar as of the close of business on the respective Record Date.

The Registrar shall authenticate Refunding Bonds for original issue in the aggregate principal amount of not to exceed $12,000,000 upon the written request of the Treasurer. The aggregate principal amount of Refunding Bonds outstanding at any time may not exceed those amounts except for replacement Refunding 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 Purchase Agreement is hereby authorized and approved.

**Section 12. 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 Business Manager, 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 Business Manager and will be as set forth in the Official Statement. The weighted average maturity of the Bonds shall be at least 75% of the weighted average maturity of the Bonds Being Refunded.

<table>
<thead>
<tr>
<th>Issue (Dated Date)</th>
<th>Name</th>
<th>Original Principal Amount</th>
<th>Maturities Being Refunded</th>
<th>Principal Amount Being Refunded</th>
<th>Redemption Date</th>
<th>Redemption Premium on Bonds Being Refunded (% of principal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/26/06</td>
<td>School Improvement Bonds, Project of 2005, Series A (2006)</td>
<td>$765,000 $975,000 $830,000 $870,000</td>
<td>2020 2021 2022 2023</td>
<td>$765,000 $795,000 $830,000 $870,000</td>
<td>2016 2016 2016 2016</td>
<td>0% 0% 0% 0%</td>
</tr>
<tr>
<td>8/1/07</td>
<td>School Improvement Bonds, Project of 2005, Series B (2007)</td>
<td>$275,000 $300,000 $305,000 $320,000 $450,000 $525,000 $550,000 $560,000 $1,495,000</td>
<td>2016 2017 2018 2019 2020 2021 2022 2023 2024</td>
<td>$275,000 300,000 305,000 320,000 100,000 140,000 165,000 210,000 1,155,000</td>
<td>2016 2017 2017 2017 2017 2017 2017 2017 2017</td>
<td>0% 0% 0% 0% 0% 0% 0% 0% 0%</td>
</tr>
<tr>
<td>8/1/08</td>
<td>School Improvement Bonds, Project of 2005, Series C (2008)</td>
<td>$330,000 $345,000 $365,000 $380,000 $405,000 $425,000 $450,000</td>
<td>2016 2017 2018 2019 2020 2021 2022</td>
<td>$330,000 345,000 365,000 380,000 405,000 425,000 450,000</td>
<td>2016 2017 2018 2018 2018 2018 2018</td>
<td>0% 0% 0% 0% 0% 0% 0%</td>
</tr>
</tbody>
</table>

JTG:jh2 2615950.2 3/3/2016

11
<table>
<thead>
<tr>
<th>Issue (Dated Date)</th>
<th>Name</th>
<th>Original Principal Amount</th>
<th>Maturities Being Refunded</th>
<th>Principal Amount Being Refunded</th>
<th>Redemption Date</th>
<th>Redemption Premium on Bonds Being Refunded (% of principal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/09</td>
<td>School Improvement Bonds, Project of 2008, Series A (2009)</td>
<td>$1,000,000</td>
<td>2025</td>
<td>$1,000,000</td>
<td>2019</td>
<td>0%</td>
</tr>
<tr>
<td>6/12/12</td>
<td>Refunding Bonds, Series 2012</td>
<td>$385,000</td>
<td>2016</td>
<td>$385,000</td>
<td>2016</td>
<td>NA</td>
</tr>
</tbody>
</table>

(1) Mandatory Redemption Date for July 1, 2022 Term Bond
(2) Mandatory Redemption Date for July 1, 2024 Term Bond
(3) Mandatory Redemption Date for July 1, 2025 Term Bond

**Section 13. Tax Covenant.** In consideration of the purchase and acceptance of the Bonds by the Owners thereof and, as authorized by A.R.S., Title 35, Chapter 3, Article 7, and in consideration of retaining the exclusion of interest income on the Bonds from gross income for federal income tax purposes, the Board covenants with the Owners from time to time of the Bonds to neither take nor fail to take any action which action or failure to act is within its power and authority and would result in interest income on the Bonds becoming subject to inclusion as gross income for federal income tax purposes under either laws existing on the date of issuance of the Bonds or such laws as they may be modified or amended.

The President or any member of the Board, the District's Superintendent or Business Manager is 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 District's Superintendent or Business Manager, the Treasurer or a partner of Gust Rosenfeld P.L.C., bond counsel to the District ("Bond Counsel"), is authorized to execute and file on behalf of the District information reporting returns and to file or deliver such other information as may be required by Section 149(e) of the Code.

The Board further authorizes the employment of such experts and consultants to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with Section 148(f) of the Code. The President, any member of the Board, the Superintendent or Business Manager of the District are 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; to pay 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 Business Manager, 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 Exchange Commission and other governmental entities requests, reporting requirements and post issuance compliance policies and matters.

Section 14. 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 15. 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 initial purchaser of the Bonds.

Section 17. 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 this 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-government 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 this Board to such investment and no further annual consent need be given; provided, however, that the District, acting through its Superintendent or Business Manager, 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 18. 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.

This Board hereby acknowledges Bond Counsel's representation of the Underwriter 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 19. 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 20. 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 21. Bond Insurance or Credit Enhancement. The President, any member of the Governing Board and the Business Manager are 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 Business Manager 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 22. Written Procedures to Comply with the Rule. The form of Continuing Disclosure Compliance Procedures Regarding the Securities and Exchange Commission's Rule 15c2-12 in substantially the form attached hereto as Exhibit C is hereby approved, and District staff shall follow the procedures set forth therein as it relates to current and future continuing disclosure compliance procedures required by the Bonds, or any bonds of the District.

PASSED, ADOPTED AND APPROVED by the Governing Board of Buckeye Elementary School District No. 33 of Maricopa County, Arizona, March 7, 2016.
President

WITNESSETH:

WHEREAS, the following bonds of the District have been issued and are currently outstanding (the "Bonds Being Refunded"):

<table>
<thead>
<tr>
<th>CUSIP Issue Base No. 567167</th>
<th>Issue (Dated Date)</th>
<th>Name</th>
<th>Original Principal Amount</th>
<th>Maturities Being Refunded</th>
<th>Principal Amount Being Refunded</th>
<th>Maturity or Redemption Date (July 1)</th>
<th>Redemption Premium on Bonds Being Refunded</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$795,000</td>
<td>2021</td>
<td>795,000</td>
<td>2016</td>
<td>0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$830,000</td>
<td>2022</td>
<td>830,000</td>
<td>2016</td>
<td>0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$870,000</td>
<td>2023</td>
<td>870,000</td>
<td>2016</td>
<td>0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$300,000</td>
<td>2017</td>
<td>300,000</td>
<td>2017</td>
<td>NA</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$305,000</td>
<td>2018</td>
<td>305,000</td>
<td>2017</td>
<td>0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$320,000</td>
<td>2019</td>
<td>320,000</td>
<td>2017</td>
<td>0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$450,000</td>
<td>2020</td>
<td>100,000</td>
<td>2017</td>
<td>0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$525,000</td>
<td>2021 1</td>
<td>140,000</td>
<td>2017</td>
<td>0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$550,000</td>
<td>2022</td>
<td>165,000</td>
<td>2017</td>
<td>0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$560,000</td>
<td>2023 2</td>
<td>210,000</td>
<td>2017</td>
<td>0%</td>
<td></td>
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<tr>
<td></td>
<td>$1,495,000</td>
<td>2024</td>
<td>1,155,000</td>
<td>2017</td>
<td>0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$345,000</td>
<td>2017</td>
<td>345,000</td>
<td>2017</td>
<td>NA</td>
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<td></td>
<td>$365,000</td>
<td>2018</td>
<td>365,000</td>
<td>2018</td>
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<tr>
<td></td>
<td>$380,000</td>
<td>2019</td>
<td>380,000</td>
<td>2018</td>
<td>0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$405,000</td>
<td>2020</td>
<td>405,000</td>
<td>2018</td>
<td>0%</td>
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</tr>
<tr>
<td></td>
<td>$425,000</td>
<td>2021 1</td>
<td>425,000</td>
<td>2018</td>
<td>0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$450,000</td>
<td>2022 2</td>
<td>450,000</td>
<td>2018</td>
<td>0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$475,000</td>
<td>2023 3</td>
<td>475,000</td>
<td>2018</td>
<td>0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$505,000</td>
<td>2024 1</td>
<td>505,000</td>
<td>2018</td>
<td>0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$530,000</td>
<td>2025</td>
<td>530,000</td>
<td>2018</td>
<td>0%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CUSIP Issue Base No. 567167</td>
<td>Issue (Dated Date)</td>
<td>Name</td>
<td>Original Principal Amount</td>
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<td>Redemption Premium on Bonds Being Refunded</td>
</tr>
<tr>
<td>----------------------------</td>
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<td>---------------------------</td>
<td>---------------------------</td>
<td>----------------------------------</td>
<td>-------------------------------------</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>6/12/12</td>
<td>Series 2012</td>
<td>Refunding Bonds, Series 2012 (the &quot;Series 2012 Bonds Being Refunded&quot;)</td>
<td>$385,000</td>
<td>2016</td>
<td>$385,000</td>
<td>2016</td>
<td>NA</td>
</tr>
</tbody>
</table>

(1) Mandatory Redemption Date for July 1, 2022 Term Bond
(2) Mandatory Redemption Date for July 1, 2024 Term Bond
(3) Mandatory Redemption Date for July 1, 2025 Term Bond

WHEREAS, by resolution adopted on March 7, 2016 (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 Refunding Bonds, Series 2016 (the "Bonds"). The Bonds were issued to refund the Bonds Being Refunded; 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 securities to be held in trust to pay the Bonds Being Refunded; 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:

Bond Proceeds to be used to purchase Government Obligations and to hold uninvested $ [Bond Proceeds to be used to pay costs of issuance on the Bonds]

TOTAL $ Such proceeds of the Bonds shall be applied as follows: (a) $___________ to currently refund the Series 2006 Bonds Being Refunded, the Series 2007 Bonds Being Refunded, the Series 2008 Bonds Being Refunded and the Series 2012 Bond Being Refunded (b) $___________ to advance refund the Series 2007 Bonds Being Refunded, the Series 2008 Bonds Being Refunded and the Series 2009 Bonds Being Refunded, and (c) $___________ to pay costs of issuance on the Bonds.

**Section 2. Trust Account.** Excluding the $______ that shall be held by the Depository Trustee in a costs of issuance account separate from the Trust Account (as hereafter defined) 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 Bonds, the Depository Trustee shall invest the proceeds of the 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 for the current and advance refunding of 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 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 Bonds of all unconditionally payable receipts from the investment (using the same compounding intervals and financial conventions used to compute the yield on the 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 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 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 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 Controller 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 Bonds to be included in gross income for federal income tax purposes and will not cause the Bonds Being Refunded or the 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 accountants 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 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 an independent certified
public accountant, 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 an independent firm of certified public accountants 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 to the respective Refunded Registrar in the amounts and on the dates sufficient to pay principal and interest coming due on each series of the Bonds Being Refunded. Unless otherwise directed by the respective Refunded Registrar, in order to determine the amounts and the dates on which principal, interest and applicable premium is due on each series of the Bonds Being Refunded, the Depository Trustee and Refunded Registrar may rely upon the debt service schedules with respect to each series of the Bonds Being Refunded as appear in the verification report prepared by Grant Thornton LLP, certified public accountants, in connection with the issuance of the Bonds.

Section 8. Notices. (a) On the date of initial issuance of the Bonds, the District hereby irrevocably instructs the 2006 Refunded Registrar to send via telecopy or through other electronic means to The Depository Trust Company ("DTC"), the bond insurer, if any, for the Series 2006 Bonds Being Refunded 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-1 hereto.

(b) On the date of initial issuance of the Bonds, the District hereby irrevocably instructs the 2007 Refunded Registrar to send via telecopy or through other electronic means to The Depository Trust Company ("DTC"), the bond insurer, if any, for the Series 2007 Bonds Being Refunded and to the MSRB, currently through EMMA, by the method required by the MSRB, the notice of refunding in substantially the form of Exhibit B-2 hereto.

(c) On the date of initial issuance of the Bonds, the District hereby irrevocably instructs the 2007 Refunded Registrar to send via telecopy or through other electronic means to DTC, the bond insurer, if any, for the Series 2007 Bonds Being Refunded and to the MSRB, currently through EMMA, by the method required by the MSRB, the notice of advance refunding in substantially the form of Exhibit B-3 hereto.

(d) On the date of initial issuance of the Bonds, the District hereby irrevocably instructs the 2008 Refunded Registrar to send via telecopy or through other electronic means to DTC, the bond insurer, if any, for the Series 2008 Bonds Being Refunded and to the MSRB, currently through EMMA, by the method required by the MSRB, the notice of refunding in substantially the form of Exhibit B-4 hereto.

(e) On the date of initial issuance of the Bonds, the District hereby irrevocably instructs the 2008 Refunded Registrar to send via telecopy or through other electronic means to DTC, the bond insurer, if any, for the Series 2008 Bonds Being Refunded and to the MSRB, currently through EMMA, by the method required by the MSRB, the notice of refunding in substantially the form of Exhibit B-5 hereto.
(f) On the date of initial issuance of the Bonds, the District hereby irrevocably instructs the 2009 Refunded Registrar to send via telecopy or through other electronic means to DTC, the bond insurer, if any, for the Series 2009 Bonds Being Refunded and to the MSRB, currently through EMMA, by the method required by the MSRB, the notice of advance refunding in substantially the form of Exhibit B-6 hereto.

(g) On the date of initial issuance of the Bonds, the District hereby irrevocably instructs the 2012 Refunded Registrar to send via telecopy or through other electronic means to DTC, the bond insurer, if any, for the Series 2012 Bonds Being Refunded and to the MSRB, currently through EMMA, by the method required by the MSRB, the notice of refunding in substantially the form of Exhibit B-7 hereto.

(h) Not more than 60 nor less than 30 days prior to the date set for redemption, the 2006 Refunded Registrar shall send via telecopy or other electronic means a notice of prior redemption of the July 1, 2020 through and including July 1, 2023 maturities of the Series 2006 Bonds Being Refunded in substantially the form attached hereto as Exhibit C-1 to DTC, the bond insurer, if any, for the Series 2006 Bonds Being Refunded and to the MSRB, currently through EMMA, by the method required by the MSRB.

(i) Not more than 60 nor less than 30 days prior to the date set for redemption, the 2007 Refunded Registrar shall send via telecopy or other electronic means a notice of prior redemption of the July 1, 2018 through and including July 1, 2024 maturities of the Series 2007 Bonds Being Refunded in substantially the form attached hereto as Exhibit C-2 to DTC, the bond insurer, if any, for the Series 2007 Bonds Being Refunded and to the MSRB, currently through EMMA, by the method required by the MSRB.

(j) Not more than 60 nor less than 30 days prior to the date set for redemption, the 2008 Refunded Registrar shall send via telecopy or other electronic means a notice of prior redemption of the July 1, 2019 through and including the July 1, 2025 maturities of the Series 2008 Bonds Being Refunded in substantially the form attached hereto as Exhibit C-3 to DTC, the bond insurer, if any, for the Series 2008 Bonds Being Refunded and to the MSRB, currently through EMMA, by the method required by the MSRB.

(k) Not more than 60 nor less than 30 days prior to the date set for redemption, the 2009 Refunded Registrar shall send via telecopy or other electronic means a notice of prior redemption of the July 1, 2025 maturity of the Series 2009 Bonds Being Refunded in substantially the form attached hereto as Exhibit C-4 to DTC, the bond insurer, if any, for the Series 2009 Bonds Being Refunded and to the MSRB, currently through EMMA, by the method required by the MSRB.

(l) The District hereby irrevocably instructs the Depository Trustee that the July 1, 2016 maturity of the Series 2007 Bonds Being Refunded shall be paid by the Depository Trustee on July 1, 2016.

(m) The District hereby irrevocably instructs the Depository Trustee that the July 1, 2017 maturity of the Series 2007 Bonds Being Refunded shall be paid by the Depository Trustee on July 1, 2017.

(n) The District hereby irrevocably instructs the Depository Trustee that the July 1, 2016 maturity of the Series 2008 Bonds Being Refunded shall be paid by the Depository Trustee on July 1, 2016.

(o) The District hereby irrevocably instructs the Depository Trustee that the July 1, 2017 maturity of the Series 2008 Bonds Being Refunded shall be paid by the Depository Trustee on July 1, 2017.

(p) The District hereby irrevocably instructs the Depository Trustee that the July 1, 2018 maturity of the Series 2008 Bonds Being Refunded shall be paid by the Depository Trustee on July 1, 2018.
q) The District hereby irrevocably instructs the Depository Trustee that the July 1, 2016 maturity of the Series 2012 Bonds Being Refunded shall be paid by the Depository Trustee on July 1, 2016.

r) 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.

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 each February 15 and August 15 during the term hereof, 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 six-month period ending on the preceding July 1 and January 1 (except for the first such report, due on or before August 15, 2016, which will cover the period commencing with the date on which the Bonds were issued to and including July 1, 2016). Each 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 through June 30, 2016 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 will bill the Treasurer on or about June 1, 2017, and prior to each June 1 thereafter, its fees for services hereunder. 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 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 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. 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 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 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 maturities 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, the Refunded Registrar and their 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 Depository Trustee's, the 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 the Agreement by the District. The District retains the legal right to randomly inspect the papers and records of the Depository Trustee, the Refunded Registrar and their subcontractors who work on the Agreement to ensure that the Depository Trustee, the Refunded Registrar and their subcontractors are complying with the above-mentioned warranty.

The Depository Trustee, the Refunded Registrar and their subcontractors warrant to keep the papers and records open for random inspection by the District during the Depository Trustee's normal business hours. The Depository Trustee, the Refunded Registrar and their subcontractors shall cooperate with the District's random inspections including granting the District entry rights onto its 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.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

MARICOPA COUNTY, ARIZONA

By ______________________________

Treasurer

__________________________, as Depository Trustee

By ______________________________

Title: ______________________________

APPROVED FOR:

BUCKEYE ELEMENTARY SCHOOL DISTRICT
NO. 33 OF MARICOPA COUNTY, ARIZONA

By ______________________________

President, Governing Board

ACKNOWLEDGED AND AGREED FOR PURPOSES OF SECTION 8, 22 AND 23 HEREOF:

Zions Bank, a division of ZB, National Association (formerly, Zions First National Bank), as 2007 Refunded Registrar, 2008 Refunded Registrar and 2012 Refunded Registrar

ACKNOWLEDGED AND AGREED FOR PURPOSES OF SECTION 8, 22 AND 23 HEREOF:

The Bank of New York Mellon Trust Company N.A. (as successor in trust to J.P. Morgan Trust Company National Association), as 2006 Refunded Registrar and 2009 Refunded Registrar
**EXHIBIT A**

**GOVERNMENT OBLIGATIONS**

Government Obligations to be acquired for $__________, $__________, of the proceeds of the Bonds shall be held uninvested as an initial cash deposit to the Trust Account for the refunding of the Bonds Being Refunded.

<table>
<thead>
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<th>Security Type</th>
<th>Maturity Date</th>
<th>Par Amount</th>
<th>Price</th>
<th>Coupon Rate</th>
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EXHIBIT B-1

BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33
OF MARICOPA COUNTY, ARIZONA

NOTICE OF REFUNDING

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<th>CUSIP</th>
<th>Issue Base</th>
<th>Issue (Dated Date)</th>
<th>Name</th>
<th>Original Principal Amount</th>
<th>Maturities Being Refunded</th>
<th>Principal Amount Being Refunded</th>
<th>Maturity or Redemption Date (July 1)</th>
<th>Redemption Premium on Bonds Being Refunded</th>
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The principal amounts being refunded of 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.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (as successor in trust to J.P. Morgan Trust Company, National Association)

By ________________________________

THIS IS NOT A REDEMPTION NOTICE

This notice shall be sent via telecopy or through other electronic means to the Depository Trust Company, Assured Guaranty Municipal Corp. (formerly, Financial Security Assurance Inc.), the bond insurer, 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 B-2

BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33
OF MARICOPA COUNTY, ARIZONA

NOTICE OF REFUNDING

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The principal amounts being refunded of 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.

ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION (formerly, Zions First National Bank)

By ________________________________

THIS IS NOT A REDEMPTION NOTICE

This notice shall be sent via telecopy or through other electronic means to the Depository Trust Company, Assured Guaranty Municipal Corp. (formerly, Financial Security Assurance Inc.), the bond insurer, 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 B-3

BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33
OF MARICOPA COUNTY, ARIZONA

NOTICE OF ADVANCE REFUNDING

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<td>DQ1</td>
<td></td>
<td></td>
<td>320,000</td>
<td>2020</td>
<td>320,000</td>
<td>2017</td>
<td>0%</td>
</tr>
<tr>
<td>DR9</td>
<td></td>
<td></td>
<td>450,000</td>
<td>2021 (1)</td>
<td>100,000</td>
<td>2017</td>
<td>0%</td>
</tr>
<tr>
<td>FK2</td>
<td></td>
<td></td>
<td>525,000</td>
<td>2022</td>
<td>140,000</td>
<td>2017</td>
<td>0%</td>
</tr>
<tr>
<td>FK2</td>
<td></td>
<td></td>
<td>550,000</td>
<td>2023 (2)</td>
<td>165,000</td>
<td>2017</td>
<td>0%</td>
</tr>
<tr>
<td>FL0</td>
<td></td>
<td></td>
<td>560,000</td>
<td>2024</td>
<td>210,000</td>
<td>2017</td>
<td>0%</td>
</tr>
<tr>
<td>FLO</td>
<td></td>
<td></td>
<td>1,495,000</td>
<td>2025</td>
<td>1,155,000</td>
<td>2017</td>
<td>0%</td>
</tr>
</tbody>
</table>

(1) Mandatory Redemption Date for July 1, 2022 Term Bond
(2) Mandatory Redemption Date for July 1, 2024 Term Bond

The principal amounts being refunded of 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.

ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION (formerly, Zions First National Bank)

By______________________________

THIS IS NOT A REDEMPTION NOTICE

This notice shall be sent via telecopy or through other electronic means to the Depository Trust Company, Assured Guaranty Municipal Corp. (formerly, Financial Security Assurance Inc.), the bond insurer, 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 B-4

BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33
OF MARICOPA COUNTY, ARIZONA

NOTICE OF REFUNDING

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Issue Base</th>
<th>Issue (Dated Date)</th>
<th>Name</th>
<th>Original Principal Amount</th>
<th>Maturities Being Refunded</th>
<th>Principal Amount Being Refunded</th>
<th>Maturity or Redemption Date (July 1)</th>
<th>Redemption Premium on Bonds Being Refunded</th>
</tr>
</thead>
<tbody>
<tr>
<td>ED9</td>
<td>8/1/08</td>
<td>School Improvement Bonds, Project of 2005, Series C (2008)</td>
<td>$330,000</td>
<td>2016</td>
<td>$330,000</td>
<td>2016</td>
<td>0%</td>
<td></td>
</tr>
</tbody>
</table>

The principal amounts being refunded of 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.

ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION (formerly, Zions First National Bank)

By

THIS IS NOT A REDEMPTION NOTICE

This notice shall be sent via telecopy or through other electronic means to the Depository Trust Company, MBIA Insurance Corporation, the bond insurer, 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 B-5**

**BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33**
**OF MARICOPA COUNTY, ARIZONA**

**NOTICE OF ADVANCE REFUNDING**

<table>
<thead>
<tr>
<th>CUSIP Issue Base No.</th>
<th>Issue (Dated Date)</th>
<th>Name</th>
<th>Original Principal Amount</th>
<th>Maturities Being Refunded</th>
<th>Principal Amount Being Refunded</th>
<th>Maturity or Redemption Date (July 1)</th>
<th>Redemption Premium on Bonds Being Refunded</th>
</tr>
</thead>
<tbody>
<tr>
<td>EE7</td>
<td>8/1/08</td>
<td>School Improvement Bonds, Project of 2005, Series C (2008)</td>
<td>$345,000</td>
<td>2017</td>
<td>$345,000</td>
<td>2017</td>
<td>0%</td>
</tr>
<tr>
<td>EF4</td>
<td></td>
<td></td>
<td>365,000</td>
<td>2018</td>
<td>365,000</td>
<td>2018</td>
<td>0%</td>
</tr>
<tr>
<td>EG2</td>
<td></td>
<td></td>
<td>380,000</td>
<td>2019</td>
<td>380,000</td>
<td>2018</td>
<td>0%</td>
</tr>
<tr>
<td>EH0</td>
<td></td>
<td></td>
<td>405,000</td>
<td>2020</td>
<td>405,000</td>
<td>2018</td>
<td>0%</td>
</tr>
<tr>
<td>EN7</td>
<td></td>
<td></td>
<td>425,000</td>
<td>2021</td>
<td>425,000</td>
<td>2018</td>
<td>0%</td>
</tr>
<tr>
<td>EN7</td>
<td></td>
<td></td>
<td>450,000</td>
<td>2022</td>
<td>450,000</td>
<td>2018</td>
<td>0%</td>
</tr>
<tr>
<td>EN7</td>
<td></td>
<td></td>
<td>475,000</td>
<td>2023</td>
<td>475,000</td>
<td>2018</td>
<td>0%</td>
</tr>
<tr>
<td>EN7</td>
<td></td>
<td></td>
<td>505,000</td>
<td>2024</td>
<td>505,000</td>
<td>2018</td>
<td>0%</td>
</tr>
<tr>
<td>EN7</td>
<td></td>
<td></td>
<td>530,000</td>
<td>2025</td>
<td>530,000</td>
<td>2018</td>
<td>0%</td>
</tr>
</tbody>
</table>

(1) Mandatory Redemption Date for July 1, 2025 Term Bond

The principal amounts being refunded of 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.

ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION (formerly, Zions First National Bank)

By ________________________________

**THIS IS NOT A REDEMPTION NOTICE**

This notice shall be sent via telecopy or through other electronic means to the Depository Trust Company, MBIA Insurance Corporation, the bond insurer, 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 B-6**

**BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33**
**OF MARICOPA COUNTY, ARIZONA**

**NOTICE OF ADVANCE REFUNDING**

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Issuance Date</th>
<th>Name</th>
<th>Original Principal Amount</th>
<th>Maturities Being Refunded</th>
<th>Principal Amount Being Refunded</th>
<th>Maturity or Redemption Date (July 1)</th>
<th>Redemption Premium on Bonds Being Refunded</th>
</tr>
</thead>
<tbody>
<tr>
<td>EU1</td>
<td>6/1/09</td>
<td>School Improvement Bonds, Project of 2008, Series A (2009)</td>
<td>$1,000,000</td>
<td>2025</td>
<td>$1,000,000</td>
<td>2019</td>
<td>0%</td>
</tr>
</tbody>
</table>

The principal amounts being refunded of 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.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By ________________________________

THIS IS NOT A REDEMPTION NOTICE

This notice shall be sent via telecopy or through other electronic means to the Depository Trust Company, Assured Guaranty Municipal Corp., the bond insurer, 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 B-7

BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33
OF MARICOPA COUNTY, ARIZONA

NOTICE OF ADVANCE REFUNDING

<table>
<thead>
<tr>
<th>CUSIP Issue Base No.</th>
<th>Issue (Dated Date)</th>
<th>Name</th>
<th>Original Principal Amount</th>
<th>Maturities Being Refunded</th>
<th>Principal Amount Being Refunded</th>
<th>Maturity or Redemption Date (July 1)</th>
<th>Redemption Premium on Bonds Being Refunded</th>
</tr>
</thead>
<tbody>
<tr>
<td>FA4</td>
<td>6/12/2012</td>
<td>Refunding Bonds, Series 2012</td>
<td>$385,000</td>
<td>2016</td>
<td>$385,000</td>
<td>2016</td>
<td>0%</td>
</tr>
</tbody>
</table>

The principal amounts being refunded of 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.

ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION (formerly, Zions First National Bank)

By

THIS IS NOT A REDEMPTION NOTICE

This notice shall be sent via telecopy or through other electronic means to the Depository Trust Company, MBIA Insurance Corporation, the bond insurer, 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-1

NOTICE OF PRIOR REDEMPTION
of the following obligations:


Notice is hereby given that the below-described principal amount of the above-referenced bonds outstanding have been called for redemption and will be redeemed on July 1, 2016. The maturity dates and amounts of the bonds to be redeemed are as follows:

<table>
<thead>
<tr>
<th>CUSIP (567167)</th>
<th>Maturity Date (July 1)</th>
<th>Coupon</th>
<th>Principal Amount Outstanding</th>
<th>Principal Amount Refunded</th>
<th>Redemption Date (July 1)</th>
<th>Redemption Price (as a Percentage of Principal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CZ2</td>
<td>2020</td>
<td>4.375%</td>
<td>$765,000</td>
<td>$765,000</td>
<td>2016</td>
<td>0%</td>
</tr>
<tr>
<td>DA6</td>
<td>2021</td>
<td>4.500%</td>
<td>795,000</td>
<td>795,000</td>
<td>2016</td>
<td>0%</td>
</tr>
<tr>
<td>DB4</td>
<td>2022</td>
<td>4.500%</td>
<td>830,000</td>
<td>830,000</td>
<td>2016</td>
<td>0%</td>
</tr>
<tr>
<td>DC2</td>
<td>2023</td>
<td>4.500%</td>
<td>870,000</td>
<td>870,000</td>
<td>2016</td>
<td>0%</td>
</tr>
</tbody>
</table>

Owners of the above-described bonds called for redemption are notified to present the same at the corporate trust office of The Bank of New York Mellon Trust Company (as successor in trust to J.P. Morgan Trust Company, National Association) (the "Refunded Registrar") 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 Buckeye Elementary School District No. 33 of Maricopa County, Arizona and the Refunded Registrar 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: ______________________

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (as successor in trust to as successor in trust to J.P. Morgan Trust Company, National Association)

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, the Refunded Registrar 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, Assured Guaranty Municipal Corp. (formerly, Financial Security Assurance Inc.), the bond insurer, 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-2**

NOTICE OF PRIOR REDEMPTION
of the following obligations:


Notice is hereby given that the below-described principal amount of the above-referenced bonds outstanding have been called for redemption and will be redeemed on July 1, 2017. The maturity dates and amounts of the bonds to be redeemed are as follows:

<table>
<thead>
<tr>
<th>CUSIP</th>
<th>Maturity Date (July 1)</th>
<th>Principal Amount Outstanding</th>
<th>Principal Amount Refunded</th>
<th>Redemption Date (July 1)</th>
<th>Redemption Price (as a Percentage of Principal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DP3</td>
<td>2018</td>
<td>4.250% $ 305,000</td>
<td>$ 305,000</td>
<td>2017</td>
<td>0%</td>
</tr>
<tr>
<td>DQ1</td>
<td>2019</td>
<td>4.250% 320,000</td>
<td>320,000</td>
<td>2017</td>
<td>0%</td>
</tr>
<tr>
<td>DR9</td>
<td>2020</td>
<td>4.250% 100,000</td>
<td>100,000</td>
<td>2017</td>
<td>0%</td>
</tr>
<tr>
<td>FK2</td>
<td>2021 1</td>
<td>4.250% 140,000</td>
<td>140,000</td>
<td>2017</td>
<td>0%</td>
</tr>
<tr>
<td>FK2</td>
<td>2022</td>
<td>4.250% 165,000</td>
<td>165,000</td>
<td>2017</td>
<td>0%</td>
</tr>
<tr>
<td>FL0</td>
<td>2023 2</td>
<td>4.260% 210,000</td>
<td>210,000</td>
<td>2017</td>
<td>0%</td>
</tr>
<tr>
<td>FLO</td>
<td>2024</td>
<td>4.320% 1,155,000</td>
<td>1,155,000</td>
<td>2017</td>
<td>0%</td>
</tr>
</tbody>
</table>

(1) Mandatory Redemption Date for July 1, 2022 Term Bond
(2) Mandatory Redemption Date for July 1, 2024 Term Bond

Owners of the above-described bonds called for redemption are notified to present the same at the corporate trust office of Zions Bank, a division of ZB, National Association (formerly, Zions First National Bank) (the "Refunded Registrar"), 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 Buckeye Elementary School District No. 33 of Maricopa County, Arizona, and the Refunded Registrar 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: _____________________

ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION (formerly, Zions First National Bank)

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, the Refunded Registrar 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, Assured Guaranty Municipal Corp. (formerly, Financial Security Assurance Inc.), the bond insurer, 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-3

NOTICE OF PRIOR REDEMPTION
of the following obligations:


Notice is hereby given that the below-described principal amount of the above-referenced bonds outstanding have been called for redemption and will be redeemed on July 1, 2018. The maturity dates and amounts of the bonds to be redeemed are as follows:

<table>
<thead>
<tr>
<th>CUSIP (567167)</th>
<th>Maturity Date (July 1)</th>
<th>Coupon</th>
<th>Principal Amount Outstanding</th>
<th>Principal Amount Refunded</th>
<th>Redemption Date (July 1)</th>
<th>Redemption Price (as a Percentage of Principal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>EG2</td>
<td>2019</td>
<td>5.50%</td>
<td>$380,000</td>
<td>$380,000</td>
<td>2018</td>
<td>0%</td>
</tr>
<tr>
<td>EH0</td>
<td>2020</td>
<td>5.50%</td>
<td>405,000</td>
<td>405,000</td>
<td>2018</td>
<td>0%</td>
</tr>
<tr>
<td>EN7</td>
<td>2021</td>
<td>5.70%</td>
<td>425,000</td>
<td>425,000</td>
<td>2018</td>
<td>0%</td>
</tr>
<tr>
<td>EN7</td>
<td>2022</td>
<td>5.70%</td>
<td>450,000</td>
<td>450,000</td>
<td>2018</td>
<td>0%</td>
</tr>
<tr>
<td>EN7</td>
<td>2023</td>
<td>5.70%</td>
<td>475,000</td>
<td>475,000</td>
<td>2018</td>
<td>0%</td>
</tr>
<tr>
<td>EN7</td>
<td>2024</td>
<td>5.70%</td>
<td>505,000</td>
<td>505,000</td>
<td>2018</td>
<td>0%</td>
</tr>
<tr>
<td>EN7</td>
<td>2025</td>
<td>5.70%</td>
<td>530,000</td>
<td>530,000</td>
<td>2018</td>
<td>0%</td>
</tr>
</tbody>
</table>

(1) Mandatory Redemption Date for July 1, 2025 Term Bond

Owners of the above-described bonds called for redemption are notified to present the same at the corporate trust office of Zions Bank, a division of ZB, National Association (formerly, Zions First National Bank) (the "Refunded Registrar"), 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 Buckeye Elementary School District No. 33 of Maricopa County, Arizona, and the Refunded Registrar 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: ______________________

ZIONS BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION (formerly, Zions First National Bank)

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, the Refunded Registrar 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 C-4**

**NOTICE OF PRIOR REDEMPTION**

of the following obligations:


Notice is hereby given that the below-described principal amount of the above-referenced bonds outstanding have been called for redemption and will be redeemed on July 1, 2019. The maturity dates and amounts of the bonds to be redeemed are as follows:

<table>
<thead>
<tr>
<th>CUSIP (567167)</th>
<th>Maturity Date (July 1)</th>
<th>Coupon</th>
<th>Principal Amount Outstanding</th>
<th>Principal Amount Refunded</th>
<th>Redemption Date (July 1)</th>
<th>Redemption Price (as a Percentage of Principal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>EU1</td>
<td>2025</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
<td>2019</td>
<td>0%</td>
<td></td>
</tr>
</tbody>
</table>

Owners of the above-described bonds called for redemption are notified to present the same at the corporate trust office of The Bank of New York Mellon Trust Company (the "Refunded Registrar") 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 Buckeye Elementary School District No. 33 of Maricopa County, Arizona and the Refunded Registrar 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: _____________________

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

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, the Refunded Registrar 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, Assured Guaranty Municipal Corp., 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:

- Bond Counsel's Fee and Costs (1) $
- Underwriter Counsel's Fee and Costs (2)
- Official Statement Printing and Preparation (3)
- Depository Trustee/Registrar/Paying Agent's Fee (4)
- Credit Rating (5)
- CPA Verification (6)
- DAC (3)
- DTC/CUSIPs (3)
- Miscellaneous

TOTAL $
EXHIBIT A
(Form of Book-Entry-Only Bond)

Number: R-______  Denomination: __________

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.

BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33
OF MARICOPA COUNTY, ARIZONA
SCHOOL IMPROVEMENT BOND,
PROJECT OF 2015, SERIES A (2016)

<table>
<thead>
<tr>
<th>Interest Rate</th>
<th>Maturity Date</th>
<th>Original Dated Date</th>
<th>CUSIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>____%</td>
<td>July 1, ____</td>
<td>1, 20__</td>
<td>567167</td>
</tr>
</tbody>
</table>

Registered Owner: Cede & Co.

Principal Amount: ________________ AND NO/100 DOLLARS ($__________.00)

BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33 OF MARICOPA 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 1, 20__, 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 in accordance with existing arrangements between the District and DTC.

The "Record Date" for this bond will be the close of business of the registrar on 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.

The registrar or paying agent may be changed by the District without notice.

So long as the book-entry-only system is in effect, this bond is non-transferable. If the book-entry-only system is discontinued, this bond is transferable by the registered owner in person or by attorney duly authorized in writing at the designated office of the registrar, which on the original issue date is the corporate trust office of ______________, the initial registrar and paying agent, upon surrender and cancellation of this bond. Bonds of this series are issuable only in fully registered form in the denomination of $5,000 of principal or integral multiples thereof. The registrar or paying agent may be changed by the District without notice.

The District, the registrar and the paying agent may treat the registered owner of this bond as the absolute owner for the purpose of receiving principal and interest and for all other purposes and none of them shall be affected by any notice to the contrary.

The District has caused this bond to be executed by the President of its Governing Board, which signature may be a facsimile signature. This bond is not valid or binding upon the District without the manually affixed signature of an authorized representative of the registrar. This bond is prohibited from being issued in coupon or bearer form without the consent of the Governing Board of the District, and the occurrence of certain other conditions.

BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33 OF MARICOPA COUNTY, ARIZONA

________________________________________
Authorized Representative

DATE OF AUTHENTICATION AND REGISTRATION: __________, 2016

AUTHENTICATION CERTIFICATE

This bond is one of the Buckeye Elementary School District No. 33 of Maricopa County, Arizona, School Improvement Bonds, Project of 2015, Series A (2016), 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 the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entirety
- JT TEN - as joint tenants with right of survivorship and not as tenants in common
- UNIF GIFT/TRANS MIN ACT - Custodian (Cust) (Minor) under Uniform Gifts/Transfers to Minors Act (State)

Additional abbreviations may also be used though not in list above

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Name and Address of Transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints ______________, attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated ______________________

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 B
(Form of Book-Entry-Only Bond)

Number: R-______ Denomination: ____________

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Registrar (or any successor registrar) 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.

BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33
OF MARICOPA COUNTY, ARIZONA
REFUNDING BOND, SERIES 2016

Interest Rate Maturity Date Original Dated Date CUSIP No.
____% July 1, 20__ _____ 1, 20__ 567167 __

Registered Owner: Cede & Co.

Principal Amount: __________________ AND NO/100 DOLLARS ($__________)

BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33 OF MARICOPA 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.

Interest is payable on January 1 and July 1 of each year commencing _________ 1, 20__, 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 in accordance with existing arrangements between the District and DTC.

The "Record Date" for this bond will be the close of business of the registrar on the fifteenth (15th) day of the month preceding an interest payment date.

INSERT CALL FEATURE IF APPLICABLE

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 an issue 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.

So long as the book-entry-only system is in effect, this bond is non-transferable, except as provided in the
agreement with the securities depository. If the book-entry-only system is discontinued, this bond is transferable by
the registered owner in person or by attorney duly authorized in writing at the designated office of the registrar,
which on the original issue date is the corporate trust office of _____________________ upon surrender and
cancellation of this bond. 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 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 Maricopa 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 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.

BUCKEYE ELEMENTARY SCHOOL DISTRICT NO.
33 OF MARICOPA COUNTY, ARIZONA

__________________________________________
President, Governing Board

ATTEST:

__________________________________________
Clerk, Governing Board

COUNTERSIGNED:

__________________________________________
Treasurer, Maricopa County, Arizona
DATE OF AUTHENTICATION AND REGISTRATION: ______________, 2016

AUTHENTICATION CERTIFICATE

This bond is one of the Buckeye Elementary School District No. 33 of Maricopa County, Arizona, Refunding Bonds, Series 2016, described in the Resolution.

_____________________, as Registrar

Authorized Representative

________________________

(INsert insurance statement here, if applicable)

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
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT- Custodian
(Cust) (Minor)

under Uniform Gifts/Transfers to Minors Act (State)

Additional abbreviations may also be used though not in list above

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

____________________________________________________________________________________

(Name and Address of Transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints ________________, attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated ______________________

______________________________________________

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
CONTINUING DISCLOSURE COMPLIANCE PROCEDURES REGARDING THE SECURITIES AND EXCHANGE COMMISSION’S RULE 15C2-12 FOR THE BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33 OF MARICOPA COUNTY, ARIZONA

Date of Implementation: March 7, 2016.

The District is required to file audited financial statement and certain financial and operating information and operating data required by existing continuing disclosure certificates. Compliance includes ensuring that all of the tables and information required by Section 4 of the Continuing Disclosure Certificates are included in, or filed with, the District’s Comprehensive Annual Financial Report, or filed separately in each case, no later than February 1 of each fiscal year while the District’s bonds require a February 1 filing date. When there are no District bonds requiring a February 1 filing date outstanding, then no later than April 1 or such other date, as may be required by continuing disclosure undertakings adopted after the date of these procedures.

The annual February 1 (or April 1 date, if applicable) should be put into a docket/diary/tickler system which is maintained by a minimum of two people so that it will not be overlooked. The implementation of these procedures and the follow-through are extremely important. The District will agree to file annual audited financial statements and other financial information in the current Official Statement and has agreed to similar filings in past continuing disclosure certificates. When those listed on docket/diary/tickler system leave the District’s employment new names must be added and the incoming employees who will be responsible for the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system (“EMMA”) filings should be briefed so that consistency is maintained.

The Municipal Securities Rulemaking Board launched a tool that allows the District to schedule automated e-mail reminders for these annual filings through EMMA. The District can add up to three e-mail recipients, so multiple staff members may be included on the alert. Please see the instructions below:

To schedule the alerts, access EMMA at www.emma.msrb.org and click on the EMMA Dataport tab. Click on the “Login” button and enter your login information (User ID and password). From the Continuing Disclosure tab of the EMMA Dataport Submission Portal, click on “Schedule and manage e-mail reminders for recurring financial disclosures.” Click the “Create Reminder” link to access the scheduling form.

Note: Some districts engage auditors or a dissemination agent to actually do the EMMA filings. If the District has such an agreement, the District is still responsible if the auditor or dissemination agent fails to timely file the required annual statement. Thus, even if the auditor
or dissemination agent agrees to make the required filings, the District must follow the February 1 or April 1 schedule, as applicable, and inquire of the District’s auditor or dissemination agent to determine if the filing deadline will be met. If the deadline may not be met, it is the District’s, and not the District’s auditors or dissemination agents, responsibility to file a notice with EMMA indicating that the deadline will not be met and an estimate as to when the audited financial statement and operating data will be filed. In lieu of audited financial statements, unaudited financial statements may be filed until audited financial statements are available.

The District is also required to file notices of “Listed Events” within ten business days of such events or occurrence. Please note: not all of the District’s existing continuing disclosure certificates may have the same Listed Events; however, as the 2016 Continuing Disclosure Certificate will most likely be the broadest; following it will also cover past certificate requirements. There can be no guarantee that the regulations concerning Listed Events (Securities and Exchange Commission Rule 15c2-12) will not change and that additional events may be added in the future. The District should check with its bond counsel at the time future bonds are issued to determine if the Listed Events have been changed and, if the later continuing disclosure certificate differs from 2016. The events are listed below (and can also be found in the District’s Continuing Disclosure Certificates):

**Section 5. Reporting of Listed Events** (as in the Continuing Disclosure Certificate).

This Section 5 shall govern the giving of notices by the District of the occurrence of any of the following events with respect to the Bonds. The District shall in a timely manner, not in excess of ten business days after the occurrence of the event, provide notice of the following events with EMMA:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service (the “IRS”) of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bondholders, if material;
8. Bond calls, if material, and tender offers;
9. De feasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the District;
13. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than
in the ordinary course of business, the entry into a definitive agreement to undertake such an action nor the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

“Materiality” will be determined in accordance with the applicable federal securities laws.

Note to Section 5(12): For the purposes of the event identified in Section 5(12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

Below is a short description of how to file notice of occurrence of “Listed Events” with EMMA:

How to File the Notices:
First, please save the Listed Events notice on your computer. You will also need the information contained in the Listed Events notice, so please print out a copy of the Listed Events notice.
1. Login to EMMA http://dataport.emma.msrb.org/
2. Click CREATE Continuing Disclosure Submission
3. Check Event Filing, click Next
4. Check “Type of Event” – In the description box type: “[type of notice]”
5. Check “I don’t know my CUSIP -9s” and then use the District’s base CUSIP number to find the affected bonds.
6. Check “all issues for issuer”, click Next
7. Click upload
8. Update contact information, if necessary
9. Upload the Listed Events notice (must be in PDF, word-searchable format)
10. Click preview
11. Publish the documents to EMMA
12. Print receipt and save in your bond documents for the life of the bonds.

Please note there is only a limited save option on EMMA. Therefore the District will not be able to start entering the information, exit and continue later.

Additional note: when filing, EMMA will ask for the District’s six digit CUSIP number (“base CUSIP number”). The District’s base CUSIP number is 567167.
The enclosed draft of the preliminary official statement ("POS") has been assembled by Stifel, Nicolaus & Company, Incorporated ("Stifel"), the underwriter to the District for the bonds, using information that is typically included in an Arizona school district bond POS (sent to them by the district and other sources indicated therein), is currently in draft form and will be reviewed and edited by District officials and members of the District’s financing team before it is sent to potential investors. Stifel has suggested, with concurrence of bond counsel, Gust Rosenfeld P.L.C., that District Administration enclose the draft POS to allow Governing Board members an opportunity to review and return questions or comments, if any. A POS is required by Securities and Exchange Commission ("SEC") regulations to be sent to prospective purchasers prior to conducting any public sale of bonds. The POS must contain all material information necessary to allow potential investors to make informed investment decisions and must not be misleading. However, we bring to the attention of Governing Board members that POS content is the sole responsibility of the District and that statements by SEC officials in recent years have clarified that Governing Board participation in POS review is required. Though an exhaustive detailed review by Governing Board members may be impractical and largely duplicative, we suggest that attention on portions relating directly to the district and the community (Appendices A, B, D and E) may identify information that has been excluded that a bond investor want to know or included information that is confusing or appears inaccurate.

Please return any questions or comments you might have to Nathan Bowler by Monday, March 7, 2016.
NEW ISSUE – BOOK-ENTRY-ONLY

BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33
OF MARICOPA COUNTY, ARIZONA

$5,680,000*
SCHOOL IMPROVEMENT BONDS,
PROJECT OF 2015, SERIES A (2016)

Dated: Date of Initial Authentication and Delivery

$9,790,000*
REFUNDING BONDS,
SERIES 2016

Due: July 1, as shown on the inside front cover page

In the opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the District, as mentioned under “TAX EXEMPTION” herein, interest income on the Bonds is excluded from gross income for federal income tax purposes. Interest income on the Bonds is not an item of tax preference to be included in computing the alternative minimum tax of individuals or corporations; however, such interest income must be taken into account for federal income tax purposes as an adjustment to alternative minimum taxable income for certain corporations, which income is subject to the federal alternative minimum tax. In the opinion of Bond Counsel, interest income on the Bonds is exempt from Arizona income taxes. See “TAX EXEMPTION,” “ORIGINAL ISSUE DISCOUNT” and “BOND PREMIUM” herein.

The School Improvement Bonds, Projects of 2015, Series A (2016) (the “Improvement Bonds”) and the Refunding Bonds, Series 2016 (the “Refunding Bonds,” and collectively with the Improvement Bonds, the “Bonds”) of Buckeye Elementary School District No. 33 of Maricopa County, Arizona (the “District”), will be issued in the form of fully-registered bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). Beneficial ownership interests in the Bonds may be purchased in amounts of $5,000 of principal due on a specific maturity date or integral multiples thereof. The Bonds will mature on the dates and in the principal amounts and will bear interest from their dated date to their maturity or prior redemption as set forth on the inside front cover page. Interest on the Bonds will accrue from the date of delivery and will be payable semiannually on January 1 and July 1 of each year commencing on January 1, 2017*, until maturity or prior redemption.

SEE MATURITY SCHEDULES ON INSIDE FRONT COVER PAGE

The District will initially utilize DTC’s “book-entry-only system,” although the District and DTC each reserve the right to discontinue the book-entry-only system at any time. Utilization of the book-entry-only system will affect the method and timing of payment of principal of and interest on the Bonds and the method of transfer of the Bonds. So long as the book-entry-only system is in effect, a single fully-registered Bond, for each maturity of the Bonds, will be registered in the name of Cede & Co., as nominee of DTC, on the registration books maintained by _____________, the initial bond registrar and paying agent for the Bonds. DTC will be responsible for distributing the principal and interest payments to its direct and indirect participants who will, in turn, be responsible for distribution to the beneficial owners of the Bonds (the “Beneficial Owners”). So long as the book-entry-only system is in effect and Cede & Co. is the registered owner of the Bonds, all references herein (except under the headings “TAX EXEMPTION,” “ORIGINAL ISSUE DISCOUNT” and “BOND PREMIUM”) to owners of the Bonds will refer to Cede & Co. and not the Beneficial Owners. See APPENDIX H - “BOOK-ENTRY-ONLY SYSTEM” herein.

Certain of the Bonds will be subject to optional redemption prior to their stated maturity dates as described under “THE BONDS – Redemption Provisions” herein.

Principal and interest on the Bonds will be payable from a continuing, direct, annual, ad valorem tax levied against all taxable property within the boundaries of the District, unlimited as to rate and in the case of the Improvement Bonds, amount, but in the case of the Refunding Bonds, except 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 Bonds Being Refunded (as defined herein) from the date of issuance of the Refunding 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. The owners of the Refunding Bonds must rely on the sufficiency of the monies and securities held in such trust for payment of the Bonds Being Refunded. See “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS” and “PLAN OF REFUNDING” herein.

The Bonds will be offered when, as and if issued by the District and received by the underwriter identified below (the “Underwriter”), subject to the legal opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel, as to validity and tax exemption. Certain legal matters will be passed on for the Underwriter identified below by Greenberg Traurig, LLP, Phoenix, Arizona. It is expected that the Bonds will be available for delivery through the facilities of DTC on or about April __, 2016*.

This cover page and inside front cover page contain certain information with respect to the Bonds for convenience of reference only. It is not a summary of the issue of which the Bonds are a part. Investors must read this entire Official Statement to obtain information essential to the making of an informed investment decision with respect to the Bonds.

* Subject to change.
BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33
OF MARICOPA COUNTY, ARIZONA

MATURITY SCHEDULES*
Base CUSIP®(1) No. 567167

$5,680,000*
SCHOOL IMPROVEMENT BONDS, PROJECT OF 2015, SERIES A (2016)

<table>
<thead>
<tr>
<th>Maturity Date (July 1)</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Price or Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>2025</td>
<td>$400,000</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>2029</td>
<td>200,000</td>
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<tr>
<td>2030</td>
<td>765,000</td>
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<td>2031</td>
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<td>2033</td>
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<td>2034</td>
<td>895,000</td>
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<td></td>
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<tr>
<td>2035</td>
<td>935,000</td>
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$9,790,000*
REFUNDING BONDS, SERIES 2016

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<tr>
<th>Maturity Date (July 1)</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Price or Yield</th>
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<td>%</td>
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</tr>
<tr>
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<tr>
<td>2020</td>
<td>1,175,000</td>
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<td>2021</td>
<td>1,050,000</td>
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</tr>
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<td>2022</td>
<td>1,175,000</td>
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<td>2023</td>
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<td>2024</td>
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<td>2026</td>
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<td>2027</td>
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<tr>
<td>2029</td>
<td>600,000</td>
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</tr>
</tbody>
</table>

* Subject to change.

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REGARDING THIS OFFICIAL STATEMENT

No dealer, broker, salesperson or other person has been authorized by Buckeye Elementary School District No. 33 of Maricopa County, Arizona (the “District”) or Stifel, Nicolaus & Company, Incorporated (the “Underwriter”) to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor will there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth in this Official Statement, which includes the cover page, inside front cover page and appendices hereto, has been obtained from the District, the Arizona Department of Revenue, the Assessor, Finance Department and Treasurer of Maricopa County, Arizona and other sources that are considered to be accurate and reliable and customarily relied upon in the preparation of similar official statements, but such information has not been independently confirmed or verified by the District or the Underwriter, is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the District or the Underwriter.

The Underwriter has provided the following sentence for inclusion in this Official Statement: “The Underwriter has reviewed the information in this Official Statement pursuant to its responsibilities to investors under the federal securities laws, but the Underwriter does not guarantee the accuracy or completeness of such information.”

None of the District, the Underwriter, counsel to the Underwriter or Bond Counsel (as defined herein) are actuaries. None of them have performed any actuarial or other analysis of the District’s share of the unfunded liabilities of the Arizona State Retirement System.

The presentation of information, including tables of receipts from taxes and other sources, shows recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the District. All information, estimates and assumptions contained herein are based on past experience and on the latest information available and are believed to be reliable, but no representations are made that such information, estimates and assumptions are correct, will continue, will be realized or will be repeated in the future. To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty, and no representation is made that any of these statements have been or will be realized. All forecasts, projections, opinions, assumptions or estimates are “forward looking statements” that must be read with an abundance of caution and that may not be realized or may not occur in the future. Information other than that obtained from official records of the District has been identified by source and has not been independently confirmed or verified by the Underwriter and its accuracy cannot be guaranteed. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement or any sale made pursuant hereto will, under any circumstances, create any implication that there has been no change in the affairs of the District or any of the other parties or matters described herein since the date hereof.

The Bonds will not be registered under the Securities Act of 1933, as amended, or any state securities law, and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission or any other federal, state or other governmental entity or agency will have passed upon the accuracy or adequacy of this Official Statement or approved the Bonds for sale.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

The District will undertake to provide continuing disclosure as described in this Official Statement under the heading “CONTINUING DISCLOSURE” and in APPENDIX G – “FORM OF CONTINUING DISCLOSURE CERTIFICATE,” all pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM THE INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS, AND THE UNDERWRITER MAY OVERALLOCATE OR ENGAGE IN TRANSACTIONS INTENDED TO STABILIZE THE PRICES OF THE BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET IN ORDER TO FACILITATE THEIR DISTRIBUTION. SUCH STABILIZATION, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

A wide variety of information, including financial information, concerning the District is available from publications and websites of the District and others. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded. No such information is a part of, or incorporated into, this Official Statement, except as expressly noted herein.
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APPENDIX G:  FORM OF CONTINUING DISCLOSURE CERTIFICATE
APPENDIX H:  BOOK-ENTRY-ONLY SYSTEM
OFFICIAL STATEMENT

BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33
OF MARICOPA COUNTY, ARIZONA

$5,680,000*
SCHOOL IMPROVEMENT BONDS,
PROJECT OF 2015, SERIES A (2016)

$9,790,000*
REFUNDING BONDS,
SERIES 2016

INTRODUCTORY STATEMENT

This Official Statement, which includes the cover page, inside front cover page and appendices hereto, has been prepared at the direction of Buckeye Elementary School District No. 33 of Maricopa County, Arizona (the “District”), in connection with the issuance of $5,680,000* aggregate principal amount of bonds designated School Improvement Bonds, Projects of 2015, Series A (2016) (the “Improvement Bonds”) and $9,790,000* aggregate principal amount of bonds designated Refunding Bonds, Series 2016 (the “Refunding Bonds” and, together with the Improvement Bonds, the “Bonds”). Certain information concerning the authorization, purpose, terms, conditions of sale and sources of payment of and security for the Bonds is stated in this Official Statement.

Reference to provisions of State of Arizona (the “State” or “Arizona”) law, whether codified in the Arizona Revised Statutes, or uncodified, or of the State Constitution, are references to those current provisions. Those provisions may be amended, repealed or supplemented.

Neither this Official Statement or any statement that may have been made orally or in writing in connection herewith is to be considered as, or as part of, a contract with the original purchasers or subsequent owners or beneficial owners of the Bonds.

THE BONDS

Authorization and Purpose

The Improvement Bonds will be issued pursuant to the Constitution and the laws of the State, including particularly Title 15, Chapter 9, Article 7, Arizona Revised Statutes, a vote of the qualified electors of the District at the election held on November 3, 2015 (the “Election”), and a resolution adopted by the Governing Board of the District on March 7, 2016, (collectively, the “Improvement Bond Resolution”).

The Improvement Bonds represent the first installment of an aggregate voted principal amount of $27,000,000 of school improvement bonds approved at the Election. Proceeds from the sale of the Improvement Bonds will be used to (i) construct a new school facility, and (ii) pay the costs of issuing the Improvement Bonds. After the sale and issuance of the Improvement Bonds, the District will have $21,320,000* remaining authorized but unissued bonds from the Election.

The Refunding Bonds will be issued pursuant to the Constitution and the laws of the State, including particularly Title 35, Chapter 3, Article 4, Arizona Revised Statutes (the “Act”), and a resolution separate from the Improvement Bond Resolution adopted by the Governing Board of the District on March 7, 2016. Proceeds from the sale of the Refunding Bonds and any amounts contributed by the District will be used to establish an irrevocable escrow trust (the “Trust”) containing monies and certain obligations that will, together with certain investment income thereon be sufficient to pay when due, principal of and interest on $10,210,000* aggregate principal amount of certain of the

* Subject to change.
District’s outstanding bonds as described hereinafter under “PLAN OF REFUNDING” (the “Bonds Being Refunded”) and to pay all legal, financial, and other necessary costs incurred in connection with the issuance of the Refunding Bonds.

See “TAX EXEMPTION,” “ORIGINAL ISSUE DISCOUNT” and “BOND PREMIUM” herein for a discussion of the treatment of interest on the Bonds for federal or State income tax purposes.

Terms of the Bonds – Generally

The Bonds will be dated the date of delivery and will be registered only in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), under the book-entry-only system described herein (the “Book-Entry-Only System”). See APPENDIX H – “BOOK-ENTRY-ONLY SYSTEM.” The Bonds will mature on the dates and in the principal amounts and will bear interest from their date at the rates set forth on the inside front cover page of this Official Statement. Beneficial ownership interests in the Bonds may be purchased in amounts of $5,000 of principal due on a specific maturity date or integral multiples thereof. Interest on the Bonds will be payable semiannually on each January 1 and July 1, commencing January 1, 2017* (each an “Interest Payment Date”), until maturity or prior redemption.

See “TAX EXEMPTION,” “ORIGINAL ISSUE DISCOUNT” and “BOND PREMIUM” herein for a discussion of the treatment of interest on the Bonds for federal and State income tax purposes.

Bond Registrar and Paying Agent

__________ will serve as the initial bond registrar, transfer agent and paying agent (the “Bond Registrar and Paying Agent”) for the Bonds. The District may change the Bond Registrar and Paying Agent without notice to or consent of the owners of the Bonds.

Redemption Provisions*

Optional Redemption. The Bonds maturing on or before July 1, 20__ are not subject to redemption prior to their stated maturity dates. The Bonds maturing on or after July 1, 20__ are subject to redemption prior to their stated maturity dates, at the option of the District, in whole or in part from maturities selected by the District on July 1, 20__, or on any date thereafter, by the payment of a redemption price equal to the principal amount of each Bond called for redemption, plus interest accrued to the date fixed for redemption but without a premium.

Notice of Redemption. 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. See APPENDIX H – “BOOK-ENTRY-ONLY SYSTEM.” If the Book-Entry-Only System is discontinued, 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 Bond Registrar and Paying Agent 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.

Notice of any redemption will also be provided as set forth in APPENDIX G – “FORM OF CONTINUING DISCLOSURE CERTIFICATE,” 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 monies for the payment of the redemption price and accrued interest are not held in separate accounts by the District, the Maricopa County, Arizona (the “County”) Treasurer or the Bond Registrar and Paying Agent prior to

* Subject to change.
sending the notice of redemption, such redemption shall be conditional on such monies 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.

Effect of Redemption. On the date designated for redemption, the Bonds or portions thereof to be redeemed will
become and be due and payable at the redemption price for such Bonds or portions thereof, and, if monies for
payment of the redemption price are held in a separate account by the Bond Registrar and Paying Agent, interest on
such Bonds or portions thereof to be redeemed will cease to accrue, such Bonds or portions thereof will cease to be
entitled to any benefit or security under the Bond Resolution, the owners of such Bonds or portions thereof will have
no rights in respect thereof except to receive payment of the redemption price thereof and such Bonds or portions
thereof will be deemed paid and no longer outstanding. DTC’s practice is to determine by lot the amount of each
Direct Participant’s (as defined in APPENDIX H – “BOOK-ENTRY-ONLY SYSTEM”) proportionate share that is
to be redeemed.

Redemption of Less than All of a Bond. The District may redeem any amount which is included in a Bond that is
subject to prior redemption in a denomination equal to or in excess of, but divisible by, $5,000. In the event of a
partial redemption, the Bond will be redeemed in accordance with DTC’s procedures. In the event of a partial
redemption after the Book-Entry-Only System is discontinued, the registered owner will submit the Bond for partial
redemption and the Bond Registrar and Paying Agent will make such partial payment and will cause to be issued a
new Bond in a principal amount which reflects the redemption so made, to be authenticated and delivered to the
registered owner thereof.

Registration and Transfer When Book-Entry-Only System Has Been Discontinued

If the Book-Entry-Only System is discontinued, the Bonds will be transferred only upon the bond register
maintained by the Bond Registrar and Paying Agent and one or more new Bonds, registered in the name of the
transferee, of the same principal amount, maturity and rate of interest as the surrendered Bond or Bonds will be
authenticated, upon surrender to the Bond Registrar and Paying Agent of the Bond or Bonds to be transferred,
together with an appropriate instrument of transfer executed by the transferor if the Bond Registrar and Paying
Agent’s requirements for transfer are met. The District has chosen the fifteenth day of the month preceding an
Interest Payment Date as the “Record Date” for the Bonds. The Bond Registrar and Paying Agent may, but is not
required to, transfer or exchange any Bonds during the period from the Record Date to and including the respective
Interest Payment Date. The Bond Registrar and Paying Agent may, but is not required to, transfer or exchange any
Bonds which have been selected for prior redemption.

The transferor will be responsible for all transfer fees, taxes, fees and any other costs relating to the transfer of
ownership of individual Bonds.
PLAN OF REFUNDING

The proceeds of the sale of the Refunding Bonds remaining after payment of certain costs of issuance, will be placed in the Trust with ____________________, the depository trustee (the “Depository Trustee”), pursuant to a depository trust agreement among the District, the Treasurer of the County and the Depository Trustee, dated as of April 1, 2016* (the “Depository Trust Agreement”), to be applied to the payment of the Bonds Being Refunded as identified below. Such funds will be used to acquire securities issued by or guaranteed by the United States of America (the “Government Obligations”), the maturing principal of and interest income with respect to which are calculated to be sufficient, along with certain cash held pursuant to the Depository Trust Agreement or contributed by the District, to pay debt service on the Bonds Being Refunded until their redemption on the dates specified below, and to redeem the Bonds Being Refunded on such redemption dates, without premium. See “VERIFICATION OF MATHEMATICAL COMPUTATIONS” herein.

Schedule of Bonds Being Refunded*

<table>
<thead>
<tr>
<th>Issue Date</th>
<th>Maturity Date (July 1)</th>
<th>Coupon</th>
<th>Principal Outstanding</th>
<th>Bonds Being Refunded</th>
<th>Redemption Date (July 1)</th>
<th>CUSIP®(1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006A</td>
<td>2020</td>
<td>4.375%</td>
<td>$765,000</td>
<td>$765,000</td>
<td>2016</td>
<td>CZ2</td>
</tr>
<tr>
<td></td>
<td>2021</td>
<td>4.500</td>
<td>795,000</td>
<td>795,000</td>
<td>2016</td>
<td>DA6</td>
</tr>
<tr>
<td></td>
<td>2022</td>
<td>4.500</td>
<td>830,000</td>
<td>830,000</td>
<td>2016</td>
<td>DB4</td>
</tr>
<tr>
<td></td>
<td>2023</td>
<td>4.500</td>
<td>870,000</td>
<td>870,000</td>
<td>2016</td>
<td>DC2</td>
</tr>
<tr>
<td>2007B</td>
<td>2017</td>
<td>4.250</td>
<td>300,000</td>
<td>300,000</td>
<td>N/A</td>
<td>DN8</td>
</tr>
<tr>
<td></td>
<td>2018</td>
<td>4.250</td>
<td>305,000</td>
<td>305,000</td>
<td>2017</td>
<td>DP3</td>
</tr>
<tr>
<td></td>
<td>2019</td>
<td>4.250</td>
<td>320,000</td>
<td>320,000</td>
<td>2017</td>
<td>DQ1</td>
</tr>
<tr>
<td></td>
<td>2020</td>
<td>4.250</td>
<td>100,000</td>
<td>100,000</td>
<td>2017</td>
<td>FJ5</td>
</tr>
<tr>
<td></td>
<td>2022</td>
<td>4.250</td>
<td>305,000</td>
<td>305,000</td>
<td>2017</td>
<td>FK2</td>
</tr>
<tr>
<td></td>
<td>2024</td>
<td>4.300</td>
<td>1,365,000</td>
<td>1,365,000</td>
<td>2017</td>
<td>FL0</td>
</tr>
<tr>
<td>2008C</td>
<td>2017</td>
<td>5.250</td>
<td>345,000</td>
<td>85,000</td>
<td>N/A</td>
<td>EE7</td>
</tr>
<tr>
<td></td>
<td>2019</td>
<td>5.500</td>
<td>380,000</td>
<td>380,000</td>
<td>2018</td>
<td>EG2</td>
</tr>
<tr>
<td></td>
<td>2020</td>
<td>5.500</td>
<td>405,000</td>
<td>405,000</td>
<td>2018</td>
<td>EH0</td>
</tr>
<tr>
<td></td>
<td>2025</td>
<td>5.700</td>
<td>2,385,000</td>
<td>2,385,000</td>
<td>2018</td>
<td>EN7</td>
</tr>
<tr>
<td>2009A</td>
<td>2025</td>
<td>5.500</td>
<td>1,000,000</td>
<td>1,000,000</td>
<td>2019</td>
<td>EU1</td>
</tr>
</tbody>
</table>

$10,470,000  $10,210,000

* Subject to change.

NA = Not applicable.

(1) See footnote (1) on the inside front cover page.

To the extent the money and Government Obligations held in the Trust are not sufficient to pay the principal of and interest on the Bonds Being Refunded, the District will remain liable for payment of the Bonds Being Refunded. The ad valorem tax to be levied for the payment of the Refunding Bonds will be unlimited as to rate, except 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 and interest due on the Bonds Being Refunded from the date of issuance of the Refunding Bonds to the final date of maturity of the Bonds Being Refunded. The Act provides that the issuance of the Refunding Bonds will in no way infringe upon the rights of holders of the Bonds Being Refunded to rely upon a tax levy for the payment of principal of and interest on the Bonds Being Refunded if the monies and Government Obligations held in the Trust prove insufficient. The Act further provides that owners of the Refunding Bonds must rely upon the sufficiency of such monies and the Government Obligations held in the Trust for the payment of the Bonds Being Refunded. See “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS.”

VERIFICATION OF MATHEMATICAL COMPUTATIONS

Grant Thornton LLP, a firm of independent certified public accountants, will deliver to the District, on or before the issue date of the Refunding Bonds, its verification report indicating, among other things, that it has verified, in accordance with standards for attestation engagements established by the American Institute of Certified Public Accountants, the mathematical accuracy of (a) the sufficiency of the anticipated receipts from the Government Obligations, together with the initial cash deposit, to pay, when due, the principal of, interest and applicable premiums, if any, on the Bonds Being Refunded and (b) the yields on the Government Obligations and the Bonds.

The verification performed by Grant Thornton LLP will be solely based upon data, information and documents provided to Grant Thornton LLP, by the District and its representatives. Grant Thornton LLP has restricted its procedures to recalculating the computations provided by the District and its representatives and has assumed the accuracy of the data, information and documents used in the computations.

SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS

For the purpose of paying the principal of and interest on the Bonds and costs of registration and payment of the Bonds, the District will cause to be levied on all the taxable property in the District a continuing, direct, annual, ad valorem tax sufficient to pay all such principal, premium, interest, and costs of the administration as the same become due, unlimited as to rate and, in the case of the Improvement Bonds amount, but in the case of the Refunding Bonds, 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 and interest that would become due on the Bonds Being Refunded from the date of issuance of the Refunding Bonds to the final date of maturity of the Bonds Being Refunded. (The District has other bonds payable from such source outstanding and may issue additional bonds payable from such source in the future with or without such limit. See APPENDIX B – “THE DISTRICT – FINANCIAL INFORMATION – DIRECT AND OVERLAPPING BONDED INDEBTEDNESS.”) Subject to such limitation, such taxes are 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 will be kept in a special fund of the District (the “Debt Service Fund”) and will be used only for the payment of principal, interest, and administration costs as above-stated. For the ad valorem property tax levy and collection procedures, see APPENDIX B – “THE DISTRICT – FINANCIAL INFORMATION – PROPERTY TAXES.”

As described above, under “PLAN OF REFUNDING,” the net proceeds of the sale of the Refunding Bonds will be invested in the Government Obligations and held in the Trust for the payment of the Bonds Being Refunded and interest to come due thereon to and including their redemption prior to their stated maturity dates. The owners of the Refunding Bonds must rely upon the sufficiency of the monies and Government Obligations held in the Trust for the payment of the Bonds Being Refunded. The issuance of the Refunding Bonds will in no way infringe upon the rights of the holders of the Bonds Being Refunded to rely upon a tax levy for the payment of principal of and interest on the Bonds Being Refunded if the monies and Government Obligations held in the Trust prove insufficient.

Following collection and deposit of the proceeds of the taxes into the Debt Service Fund, the District will instruct the Treasurer of the County, as ex officio Treasurer of the District, to invest the monies credited to the Debt Service Fund in accordance with Title 15, Chapter 9, Article 7 of the Arizona Revised Statutes. The District is statutorily
permitted to invest monies in the Debt Service Fund only in the investments set forth in Arizona Revised Statutes Section 15-1025, which include, with certain restrictions, bonds issued or guaranteed by the United States of America (the “United States”) or any of its agencies or instrumentalities when such obligations are guaranteed as to principal and interest by the United States or by any agency or instrumentality thereof, bonds of the State or any Arizona county, city, town, or school district, certain bonds of any Arizona county, municipality or municipal district utility, certain bonds of any Arizona municipal improvement district, federally insured savings accounts or certificates of deposit, and bonds issued by federal land banks, federal intermediate credit banks, or banks for cooperative. The statutes governing investment of monies in the Debt Service Fund are subject to change. The District does not monitor the manner in which the Treasurer of the County invests monies in the Debt Service Fund.

Except to the extent any bond proceeds are deposited to the Debt Service Fund and as otherwise described above, neither the proceeds of the sale of the Bonds nor the school property of the District are security for, or a source of payment of, principal of or interest on the Bonds.

### SOURCES AND USES OF FUNDS

#### Sources of Funds

<table>
<thead>
<tr>
<th></th>
<th>Improvement Bonds</th>
<th>Refunding Bonds</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Amount</td>
<td>$5,680,000.00*</td>
<td>$9,790,000.00*</td>
<td>$15,470,000.00*</td>
</tr>
<tr>
<td>[Net] Original Issue Premium/Discount (a)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Sources of Funds</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

#### Uses of Funds

<table>
<thead>
<tr>
<th></th>
<th>Improvement Bonds</th>
<th>Refunding Bonds</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposit to Bond Building Fund</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Deposit to the Trust</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Refunding Bonds Escrow Deposit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payment of Costs of Issuance (b)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deposit to the Debt Service Fund</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Total Uses of Funds</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

* Subject to change.

(a) Net original issue premium consists of original issue premium on the Bonds, less original issue discount on the Bonds.

(b) Will include bond insurance premium, if any, and compensation and costs of the Underwriter (as defined herein) with respect to the Bonds.
ESTIMATED DEBT SERVICE REQUIREMENTS

The following table illustrates the (i) estimated annual debt service on the outstanding bonds of the District, net of the Bonds Being Refunded, (ii) estimated annual debt service on the Bonds and (iii) total estimated annual debt service on all bonds of the District outstanding after issuance of the Bonds.

TABLE 1

Schedule of Estimated Annual Debt Service Requirements (a)
Buckeye Elementary School District No. 33

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Bonds Outstanding (b)</th>
<th>The Improvement Bonds*</th>
<th>The Refunding Bonds*</th>
<th>Total Estimated Annual Debt Service Requirements*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Principal</td>
<td>Interest</td>
<td>Principal</td>
<td>Interest (c)</td>
</tr>
<tr>
<td>2015/16</td>
<td>$ 990,000</td>
<td>$ 499,504</td>
<td>$ 302,933 (e)</td>
<td>$225,000</td>
</tr>
<tr>
<td>2016/17</td>
<td>650,000</td>
<td>207,106</td>
<td>302,933 (e)</td>
<td>1,489,504</td>
</tr>
<tr>
<td>2017/18</td>
<td>805,000</td>
<td>177,856</td>
<td>227,200</td>
<td>1,489,504</td>
</tr>
<tr>
<td>2018/19</td>
<td>505,000</td>
<td>141,094</td>
<td>227,200</td>
<td>1,489,504</td>
</tr>
<tr>
<td>2019/20</td>
<td>130,994</td>
<td>1,175,000</td>
<td>376,500</td>
<td>1,489,504</td>
</tr>
<tr>
<td>2020/21</td>
<td>130,994</td>
<td>1,175,000</td>
<td>376,500</td>
<td>1,489,504</td>
</tr>
<tr>
<td>2021/22</td>
<td>130,994</td>
<td>1,175,000</td>
<td>376,500</td>
<td>1,489,504</td>
</tr>
<tr>
<td>2022/23</td>
<td>130,994</td>
<td>1,175,000</td>
<td>376,500</td>
<td>1,489,504</td>
</tr>
<tr>
<td>2023/24</td>
<td>130,994</td>
<td>1,175,000</td>
<td>376,500</td>
<td>1,489,504</td>
</tr>
<tr>
<td>2024/25</td>
<td>30,000</td>
<td>130,994</td>
<td>1,175,000</td>
<td>1,489,504</td>
</tr>
<tr>
<td>2025/26</td>
<td>340,000</td>
<td>211,200</td>
<td>1,489,504</td>
<td>1,726,106</td>
</tr>
<tr>
<td>2026/27</td>
<td>350,000</td>
<td>211,200</td>
<td>1,489,504</td>
<td>1,726,106</td>
</tr>
<tr>
<td>2027/28</td>
<td>360,000</td>
<td>211,200</td>
<td>1,489,504</td>
<td>1,726,106</td>
</tr>
<tr>
<td>2028/29</td>
<td>375,000</td>
<td>211,200</td>
<td>1,489,504</td>
<td>1,726,106</td>
</tr>
<tr>
<td>2029/30</td>
<td>390,000</td>
<td>211,200</td>
<td>1,489,504</td>
<td>1,726,106</td>
</tr>
<tr>
<td>2030/31</td>
<td>405,000</td>
<td>211,200</td>
<td>1,489,504</td>
<td>1,726,106</td>
</tr>
<tr>
<td>2031/32</td>
<td>415,000</td>
<td>211,200</td>
<td>1,489,504</td>
<td>1,726,106</td>
</tr>
<tr>
<td>2032/33</td>
<td>435,000</td>
<td>211,200</td>
<td>1,489,504</td>
<td>1,726,106</td>
</tr>
<tr>
<td>2033/34</td>
<td>450,000</td>
<td>211,200</td>
<td>1,489,504</td>
<td>1,726,106</td>
</tr>
<tr>
<td>2034/35</td>
<td>450,000</td>
<td>211,200</td>
<td>1,489,504</td>
<td>1,726,106</td>
</tr>
</tbody>
</table>

$ 6,500,000 $ 5,680,000 $ 9,790,000

* Subject to change.

(a) Prepared by Stifel, Nicolaus & Company, Incorporated (the “Underwriter”).

(b) Net of Bonds Being Refunded.

(c) Interest is estimated at 4.00%.

(d) Interest is estimated at 3.25%.

(e) The first interest payment on the Bonds will be due on January 1, 2017*. Thereafter, interest payments will be made semiannually on July 1 and January 1 until maturity or prior redemption of the Bonds.
LITIGATION

No litigation or administrative action or proceeding is pending to restrain or enjoin, or seeking to restrain or enjoin, the issuance and delivery of the Bonds, the levy and collection of taxes to pay the debt service on the Bonds, to contest or question the proceedings and authority under which the Bonds have been authorized and are to be issued, sold, executed or delivered, or the validity of the Bonds. Representatives of the District will deliver a certificate to the same effect at the time of the initial delivery of the Bonds.

RATING

Moody’s Investors Service, Inc. (“Moody’s”) has assigned a rating of “__” to the Bonds. Such rating reflects only the view of Moody’s. An explanation of the significance of a rating assigned by Moody’s may be obtained at One Front Street, Suite 1900, San Francisco, California 94111. Such rating may be revised downward or withdrawn entirely at any time by Moody’s if, in its judgment, circumstances so warrant. Any downward revision or withdrawal of such rating may have an adverse effect on the market price or marketability of the Bonds. The District has covenanted in its continuing disclosure certificate that it will file notice of any formal change in any rating relating to the Bonds. See “CONTINUING DISCLOSURE” and APPENDIX G – “FORM OF CONTINUING DISCLOSURE CERTIFICATE” herein.

BOND INSURANCE AND RELATED RISK FACTORS

The District intends to apply, or has applied, to bond insurance companies (each a “Bond Insurer”) for a municipal bond insurance policy (the “Policy”) for the Bonds to guarantee the scheduled payments of principal of and interest on the Bonds. A commitment to provide the Policy has not been issued, and the winning bidder of the Bonds has yet to determine whether, if such commitment is issued, the Policy will be purchased. If the Policy is purchased, the following are risk factors relating to bond insurance generally.

If the winning bidder of the Bonds ultimately determines to obtain the Policy for the Bonds, in the event of default of the payment of principal or interest with respect to any of the Bonds when all or some become due, any owner of the Bonds on which such principal or interest was not paid will have a claim under the Policy for such payments. In the event the Bond Insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Bonds will remain payable solely from ad valorem property taxes as described under “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS.” In the event the Bond Insurer becomes obligated to make payments with respect to the Bonds, no assurance will be given that such event will not adversely affect the market price of the Bonds and the marketability (liquidity) of the Bonds.

The long-term ratings on the Bonds will be dependent in part on the financial strength of the Bond Insurer and its claims paying ability. The Bond Insurer’s financial strength and claims paying ability will be predicated upon a number of factors which could change over time. No assurance will be given that the long-term rating of the Bond Insurer and of the rating on the Bonds insured by the Bond Insurer will not be subject to downgrade, and such event could adversely affect the market price of the Bonds and the marketability (liquidity) of the Bonds.

The obligations of the Bond Insurer will be general obligations of the Bond Insurer, and in an event of default by the Bond Insurer, the remedies available may be limited by applicable bankruptcy law, state receivership or other similar laws related to insolvency of insurance companies.

None of the District or their respective attorneys, agents or consultants have made independent investigation into the claims paying ability of the Bond Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Bond Insurer will be given. Thus, when making an investment decision, potential investors should carefully consider the ability of the District to pay principal of and interest on the Bonds and the claims paying ability of the Bond Insurer, particularly over the life of the investment.
LEGAL MATTERS

The Bonds are sold with the understanding that the District will furnish the Underwriter with the approving opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel addressing legal matters relating to the validity of the Bonds under Arizona law, and with regard to the tax-exempt status of the interest thereon (see “TAX EXEMPTION”). The signed legal opinion of Bond Counsel is dated and premised on the law in effect only as of the date of original delivery of the Bonds and will be delivered to the District at the time of original issuance. The fees of Bond Counsel and counsel to the Underwriter are expected to be paid from the proceeds of the sale of the Bonds and are contingent upon delivery of the Bonds.

The proposed text of the legal opinion is set forth as APPENDIX F – “FORM OF APPROVING LEGAL OPINION.” The legal opinion to be delivered may vary from the text of APPENDIX F – “FORM OF APPROVING LEGAL OPINION” if necessary to reflect the facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distribution, by recirculation of this Official Statement or otherwise, should not be construed as a representation that Bond Counsel has reviewed or expressed any opinion concerning any matters relating to the Bonds subsequent to the original delivery of the Bonds.

Certain legal matters will be passed upon for the Underwriter by Greenberg Traurig, LLP, counsel to the Underwriter.

Currently and from time to time, there are legislative proposals (and interpretations of such proposals by courts of law and other entities and individuals) which, if enacted, could alter or amend the property tax system of the State and numerous matters, both financial and non-financial, impacting the operations of school districts which could have a material impact on the District and could adversely affect the secondary market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Bonds) issued prior to enactment.

TAX EXEMPTION

In the opinion of Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the District as described below, interest income on the Bonds is excluded from gross income for federal income tax purposes. In the opinion of Bond Counsel, interest income on the Bonds is exempt from State income taxes. The opinion of Bond Counsel will be dated as of the date of initial delivery of the Bonds. The form of such opinion is included as APPENDIX F – “FORM OF APPROVING LEGAL OPINION” attached hereto.
income tax purposes, including a requirement that the District rebate to the federal government certain of its investment earnings with respect to the Bonds. The District has covenanted to comply with the provisions of the Code relating to such matters. Failure to comply with such restrictions, conditions and requirements could result in the interest income on the Bonds being included as gross income for federal income tax purposes, under certain circumstances, from the date of initial issuance. The Bonds do not provide for an adjustment in the interest rate or yield in the event of taxability and an event of taxability does not cause an acceleration of the principal on the Bonds. The opinion of Bond Counsel assumes continuing compliance with such covenants.

The Code also imposes an “alternative minimum tax” upon certain corporations and individuals. A taxpayer’s “alternative minimum taxable income” (“AMTI”) is its taxable income with certain adjustments. Interest income on the Bonds is not an item of tax preference to be included in the AMTI of individuals or corporations.

Notwithstanding the preceding sentence, one of the adjustment items used in computing the AMTI of a corporation (with certain exceptions) is an amount equal to 75% of the excess (if any) of the corporation’s “adjusted current earnings” over the corporation’s AMTI for the taxable year (determined without regard to such adjustment for excess book income and the alternative tax net operating loss deduction). A corporation’s “adjusted current earnings” includes all tax-exempt interest, including the interest on the Bonds.

Although Bond Counsel will render an opinion that, as of the delivery date of the Bonds, interest income on the Bonds is excluded from gross income for federal income tax purposes, the accrual or receipt of interest on the Bonds may otherwise affect a Beneficial Owner’s (as defined in APPENDIX H – “BOOK-ENTRY-ONLY SYSTEM”) federal tax liability. Certain taxpayers may experience other tax consequences. Taxpayers who become Beneficial Owners of the Bonds, including without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain subchapter S corporations, individuals who receive Social Security or Railroad Retirement benefits and taxpayers who have or are deemed to have incurred indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the applicability of such tax consequences to the respective Beneficial Owner. The nature and extent of these other tax consequences will depend upon the Beneficial Owner’s particular tax status and the Beneficial Owner’s other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

The Bonds are not “private activity bonds” within the meaning of Section 141 of the Code.

Currently and from time to time, there are legislative proposals in Congress, which, if enacted or made effective, could alter or amend the federal tax matters referred to above or adversely affect the market value of the Bonds. Any such change that occurs before initial delivery of the Bonds could cause Bond Counsel to deliver an opinion substantially different from the opinion shown in APPENDIX F – “FORM OF APPROVING LEGAL OPINION.” The extent of change in Bond Counsel’s opinion cannot be determined at this time. It cannot be predicted whether, when or in what form any such proposal or proposals might be enacted or whether, if enacted, such proposal or proposals would apply to obligations (such as the Bonds) issued prior to the enactment or effective date. Prospective purchasers should consult with their own tax advisors regarding any other pending or proposed federal income tax legislation.

**ORIGINAL ISSUE DISCOUNT**

The initial public offering prices of the Bonds maturing on July 1, 20__ through and including July 1, 20__ (collectively, the “Discount Bonds”) are less than the respective amounts payable at maturity. As a result, the Discount Bonds will be considered to be issued with original issue discount. The difference between the initial public offering price (the “Issue Price”) of the Discount Bonds, and the amount payable at maturity, of the Discount Bonds will be treated as “original issue discount.” With respect to a Beneficial Owner who purchases a Discount Bond in the initial public offering at the Issue Price and who holds the Discount Bond to maturity, the full amount of original issue discount will constitute interest income which is not includible in the gross income of the Beneficial Owner of the Discount Bond for federal income tax purposes and Arizona income tax purposes and that Beneficial Owner will not, under present federal income tax law and present Arizona income tax law, realize a taxable capital gain upon payment of the Discount Bond at maturity.
The original issue discount on each Discount Bond is treated for federal income tax purposes and Arizona income tax purposes as accreting daily over the term of such Discount Bond on the basis of a constant interest rate compounded at the end of each six-month period (or shorter period from the date of original issue) ending on January 1 and July 1 (with straight-line interpolation between compounding dates).

The amount of original issue discount accreting each period will be added to the Beneficial Owner’s tax basis for the Discount Bond. The adjusted tax basis will be used to determine taxable gain or loss upon disposition of the Discount Bond. An initial Beneficial Owner of a Discount Bond who disposes of the Discount Bond prior to maturity should consult his or her tax advisor as to the amount of the original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or disposition of the Discount Bond prior to maturity.

The Code contains certain provisions relating to the accretion of original issue discount in the case of subsequent Beneficial Owners of the Discount Bonds. Beneficial Owners who do not purchase the Discount Bonds in the initial offering at the Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership of Discount Bonds.

A portion of the original issue discount that accretes in each year to a Beneficial Owner of a Discount Bond may result in certain collateral federal income tax consequences as described in “TAX EXEMPTION” herein. Beneficial Owners of Discount Bonds in states other than Arizona should consult their own tax advisors with respect to the state and local tax consequences.

BOND PREMIUM

The initial public offering prices of the Bonds maturing on July 1, 20___ through and including July 1, 20___ (collectively, the “Premium Bonds”) are greater than the respective amounts payable on such Premium Bonds at maturity. An amount equal to the difference between the Issue Price of a Premium Bond (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial Beneficial Owner of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial Beneficial Owner must be reduced each year by the amortizable bond premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial Beneficial Owner is determined by using such Beneficial Owner’s yield to maturity. Beneficial Owners of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium with respect to the Premium Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning Premium Bonds.

UNDERWRITING

The Bonds will be purchased by the “Underwriter at an aggregate purchase price of $_____________, pursuant to a bond purchase agreement (the “Bond Purchase Agreement”) entered into by and between the District and the Underwriter. If the Bonds are sold to produce the yields shown on the inside front cover page hereof, the Underwriter’s compensation will be $_____________. The Bond Purchase Agreement provides that the Underwriter will purchase all of the Bonds so offered if any are purchased. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into unit investment trusts) and others at prices higher or yields lower than the public offering prices or yields stated on the inside front cover page hereof. The initial offering yields set forth on the inside front cover page may be changed, from time to time, by the Underwriter.
CONTINUING DISCLOSURE

The District will covenant for the benefit of certain owners of the Bonds to provide certain financial information and operating data relating to the District by not later than February 1 in each year commencing February 1, 2017 (the “Annual Reports”), and to provide notices of the occurrence of certain enumerated events (the “Notices of Listed Events”). The Annual Reports, the Notices of Listed Events and any other document or information required to be filed by the District as such will be filed with the Municipal Securities Rulemaking Board (the “MSRB”) through the MSRB’s Electronic Municipal Market Access system, each as described in APPENDIX G – “FORM OF CONTINUING DISCLOSURE CERTIFICATE.” The specific nature of the information to be contained in the Annual Reports and the Notices of Listed Events is also set forth in APPENDIX G – “FORM OF CONTINUING DISCLOSURE CERTIFICATE.” These covenants will be made in order to assist the Underwriter in complying with the Securities and Exchange Commission’s Rule 15c2-12(b)(5) (the “Rule”). A failure by the District to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price. Pursuant to Arizona Law, the ability of the District to comply with such covenants will be subject to a nnual appropriation of funds sufficient to provide for the costs of compliance with such covenants. Should the District not comply with such covenants due to a failure to appropriate for such purpose, the District has covenanted to provide notice of such fact to the MSRB. Absence of continuing disclosure, due to non-appropriation or otherwise, could adversely affect the Bonds and specifically their market price and transferability.

A continuing disclosure undertaking previously entered into by the District called for the District to file Annual Reports with respect to the fiscal year ended June 30, 2011 by February 1 of the following year. The District failed to file the Annual Report with respect to fiscal year ended June 30, 2011 by February 1, 2012. The District filed this Annual Report in April 2012.

The Prior Annual Reports did not contain certain data tables. The District filed such information for the Prior Annual Reports by August 19, 2014. The District has since implemented procedures to assure compliance with its undertakings. Otherwise, the District has been in compliance with all existing continuing disclosure undertakings for the previous five years in all material respects. [To be confirmed upon receipt of DAC report and discussion on due diligence call.]

GENERAL PURPOSE FINANCIAL STATEMENTS

The comprehensive annual financial report of the District for the fiscal year ended June 30, 2015, a copy of which is included in APPENDIX C – “THE DISTRICT – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2015” of this Official Statement, includes the District’s financial statements for the fiscal year ended June 30, 2015, that were audited by Heinfeld, Meech & Co., P.C., a certified public accounting firm, to the extent indicated in its report thereon. The District has not requested the consent of Heinfeld, Meech & Co., P.C. to include its report and Heinfeld, Meech & Co., P.C. has performed no procedures subsequent to rendering its report on the financial statements. The financial statements are not current and may not represent the current financial condition of the District.
CONCLUDING STATEMENT

To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty, and no representation is made that any of these statements have been or will be realized. All financial and other information in this Official Statement has been derived by the District from official records and other sources and is believed by the District to be accurate and reliable. Information other than that obtained from official records of the District has been identified by source and has not been independently confirmed or verified by the District and its accuracy is not guaranteed. The presentation of information, including tables of receipts from taxes and other sources, is intended to show recent historic information and is not intended to indicate future or continuing trends in the financial position or other affairs of the District. No representation is made that past experience, as is shown by that financial and other information, will necessarily continue or be repeated in the future.

BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33
OF MARICOPA COUNTY, ARIZONA

By: ____________________________
President of the Governing Board
THE DISTRICT –
DISTRICT INFORMATION

General Information

The District was organized in 1889 and is located approximately 35 miles west of downtown Phoenix, Arizona, and overlaps a portion of the City of Buckeye, Arizona (the “City”). The District encompasses an area of 212 square miles and serves an estimated population of 39,188. See APPENDIX D – “CITY OF BUCKEYE, ARIZONA” for certain information specific to the City and APPENDIX E – “MARICOPA COUNTY, ARIZONA” for certain information specific to the County.

Enrollment

The following chart illustrates the current and historical average daily membership of the District’s student population.

TABLE 2

AVERAGE DAILY MEMBERSHIP
Buckeye Elementary School District No. 33

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>A.D.M. (a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015/16</td>
<td>4,767</td>
</tr>
<tr>
<td>2014/15</td>
<td>4,690</td>
</tr>
<tr>
<td>2013/14</td>
<td>4,530</td>
</tr>
<tr>
<td>2012/13</td>
<td>4,283</td>
</tr>
<tr>
<td>2011/12</td>
<td>4,176</td>
</tr>
</tbody>
</table>

(a) A.D.M. means average daily membership and is computed by taking the average number of students enrolled over the first 100 days of the school year.

Source: The Arizona Department of Education and the District.
Facilities

The District currently operates the following school facilities:

TABLE 3

SCHOOL FACILITIES
Buckeye Elementary School District No. 33

<table>
<thead>
<tr>
<th>Facility</th>
<th>Grade Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bales Elementary School</td>
<td>K – 8</td>
</tr>
<tr>
<td>Buckeye Elementary School</td>
<td>K – 8</td>
</tr>
<tr>
<td>Inca Elementary School</td>
<td>K – 8</td>
</tr>
<tr>
<td>Steven R. Jasinski Elementary School</td>
<td>K – 8</td>
</tr>
<tr>
<td>Sundance Elementary School</td>
<td>K – 8</td>
</tr>
<tr>
<td>West Park Elementary School</td>
<td>K – 8</td>
</tr>
</tbody>
</table>

Administration and Governance

The District has 17 principals and administrators, 252 certified teachers and 248 classified support personnel. This provides the District with a student to teacher ratio of approximately 18.6:1.

The District is governed by a five-member Governing Board and administered by one Superintendent. The members of the Governing Board of the District are elected at large from the District for four-year terms on a staggered basis. The present members of the Governing Board of the District are:

TABLE 4

GOVERNING BOARD
Buckeye Elementary School District No. 33

Marcus Eads, President
Jane Hunt, Clerk
Richard Hopkins, Member
Amy Lovitt, Member
Gina Ragsdale, Member
THE DISTRICT – 
FINANCIAL INFORMATION

PROPERTY TAXES

As described under the heading “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS,” for the purpose of paying the principal of and interest on the Bonds and costs of administration of the Bonds, the District will be required by law to cause to be levied on all the taxable property in the District a continuing, direct, annual, ad valorem property tax sufficient to pay all principal, interest, and costs of administration for the Bonds as the same become due, without limitation as to rate or amount.

Taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and the State are “primary taxes.” Taxes levied for payment of obligations like the Bonds, voter-approved budget overrides and the maintenance and operation of special service districts such as sanitary, fire, road improvement and joint technological education districts are “secondary taxes.” See “Primary Taxes” and “Secondary Taxes” below. The discussion below provides an overview of property taxation and the key features related to property taxes as the payment source for the Bonds.

Taxable Property

Real property and improvements are either valued by the Assessor of the County or the Arizona Department of Revenue. Property valued by the Assessor of the County is referred to as “locally assessed” property and generally encompasses residential, agricultural and traditional commercial and industrial property. Property valued by the Arizona Department of Revenue is referred to as “centrally valued” property and generally includes large mine and utility entities.

Locally assessed property is assigned two values: “full cash value” and “limited property value.” Centrally valued property is assigned one value: “full cash value.”

Full Cash Value

Full cash value (“Full Cash Value”) is statutorily defined to mean “that value determined as prescribed by statute” or if no statutory method is prescribed it is “synonymous with market value which means that estimate of value that is derived annually by using standard appraisal methods and techniques,” which generally include the market approach, the cost approach and the income approach. In valuing locally assessed property, the Assessor of the County generally uses a cost approach to value commercial/industrial property and a market approach to value residential property. In valuing centrally valued property, the Arizona Department of Revenue begins generally with information provided by taxpayers and then applies procedures provided by State law. State law allows taxpayers to appeal such Full Cash Values by providing evidence of a lower value, which may be based upon another valuation approach.

For centrally valued property and personal property (except mobile homes), Full Cash Value is used as the basis for levying taxes (both primary and secondary). Full Cash Value is also used as the ceiling for determining locally assessed Limited Property Value (as defined below) and as the basis for determining constitutional and statutory debt limits for certain political subdivisions in Arizona, including school districts. Unlike Limited Property Value, increases in Full Cash Value are not limited.
Limited Property Value

Limited property value (“Limited Property Value”) is a property value determined pursuant to the Arizona Constitution and the Arizona Revised Statutes. For locally assessed property in existence in the prior year that did not undergo modification through construction, destruction, split or change in use, including that for mobile homes, Limited Property Value is limited to the lesser of Full Cash Value or an amount 5% greater than Limited Property Value determined for the prior year.

For locally assessed property Limited Property Value is used as the basis for levying taxes (both primary and secondary). Limited Property Value is also used as the basis for determining constitutional and statutory debt limits for certain political subdivisions in Arizona. Unlike Full Cash Value, increases in Limited Property Value are limited as described in the prior paragraph and under the heading “Primary Taxes” below.

Prior to tax year 2015, the value of locally assessed property used for primary tax purposes was Limited Property Value. The value of such property used for secondary tax purposes was Full Cash Value. Limited Property Value for property in existence in the prior year that did not undergo modification through construction, destruction, split or change in use increased by the greater of either 10% of the prior year’s Limited Property Value or 25% of the difference between the prior year’s Limited Property Value and the current year’s Full Cash Value.

Property Classification and Assessment Ratios

All property, both real and personal, is assigned a classification (defined by property use) and related assessment ratio that is multiplied by the Limited Property Value or Full Cash Value of the property, as applicable, to obtain the “Limited Assessed Property Value” and the “Full Cash Assessed Value,” respectively. Such values are then multiplied by the relevant taxing jurisdiction’s primary and secondary tax rates to determine each property owner’s property tax liability.

The assessment ratios for each property classification are set forth by tax year in the following table.

**TABLE 5**

**Property Tax Assessment Ratios (Tax Year)**

<table>
<thead>
<tr>
<th>Property Classification (a)</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mining, utilities, commercial and industrial</td>
<td>20%</td>
<td>19.5%</td>
<td>19%</td>
<td>18.5%</td>
<td>18%</td>
</tr>
<tr>
<td>Agriculture and vacant land</td>
<td>16</td>
<td>16</td>
<td>16</td>
<td>16</td>
<td>15</td>
</tr>
<tr>
<td>Owner occupied residential</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Leased or rented residential</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Railroad, private car company and airline</td>
<td>15</td>
<td>15</td>
<td>16</td>
<td>15</td>
<td>14</td>
</tr>
</tbody>
</table>

(a) Additional classes of property exist, but seldom amount to a significant portion of a municipal body’s total valuation.

(b) This percentage is determined annually pursuant to Section 42-15005, Arizona Revised Statutes.

Source: State and County Abstract of the Assessment Roll, Arizona Department of Revenue (the “Property Tax Abstract”). Note that Net Assessed Property Value for Secondary Tax Purposes (as defined herein) is described as “Net Assessed Value” in the Property Tax Abstract.

Primary Taxes

Primary taxes are levied against “Net Limited Assessed Property Value” of locally assessed property and against “Net Full Cash Assessed Value” of centrally valued property. Net Limited Assessed Property Value and Net Full
Cash Assessed Value are determined by excluding the value of property exempt from taxation from Limited Assessed Property Value and Full Cash Assessed Value, respectively.

The primary taxes levied by each county, city, town and community college district are constitutionally limited to a maximum increase of 2% over the maximum allowable prior year’s levy limit plus any taxes on property not subject to taxation in the preceding year (e.g., new construction and property brought into the jurisdiction because of annexation). The 2% limitation does not apply to primary taxes levied on behalf of school districts.

Primary taxes on residential property only are constitutionally limited to 1% of the Limited Property Value of such property. This constitutional limitation on residential primary tax levies is implemented by reducing the school district’s taxes. To offset the effects of reduced school district property taxes, the State compensates the school district by providing additional State aid (or in some counties, county taxpayers are required to make payments to offset the effects of reduced property taxes).

**Secondary Taxes**

Secondary taxes are levied against Net Limited Assessed Property Value of locally assessed property and against Net Full Cash Assessed Value of centrally valued property (together, “Net Assessed Property Value for Secondary Tax Purposes”). (Prior to tax year 2015, secondary taxes were levied against Net Full Cash Assessed Value of both locally assessed property and centrally valued property.) There is no constitutional or statutory limitation on annual levies for voter-approved bond indebtedness and overrides and certain special district assessments. As Net Full Cash Assessed Value was used as the basis for levying taxes on locally assessed property and centrally valued property for payment of obligations like the Bonds in fiscal years prior to fiscal year 2015/16, this Official Statement compares Net Assessed Property Value for Secondary Tax Purposes with Net Full Cash Assessed Value in applicable years under the heading “ASSESSED VALUATIONS AND TAX RATES” herein.

**Tax Procedures**

The State tax year has been defined as the calendar year, notwithstanding the fact that tax procedures begin prior to January 1 of the tax year and continue through May of the succeeding calendar year.

On or before the third Monday in August each year the Board of Supervisors of the County prepares the tax roll setting forth certain valuations by taxing district of all property in the County subject to taxation. The Assessor of the County is required to complete the assessment roll by December 15th of the year prior to the levy. This tax roll also shows the valuation and classification of each parcel of land located within the County for the tax year. The tax roll is then forwarded to the Treasurer of the County.

With the various budgetary procedures having been completed by the governmental entities, the appropriate tax rate for each jurisdiction is then applied to the parcel of property in order to determine the total tax owed by each property owner. Any subsequent decrease in the value of the tax roll as it existed on the date of the tax levy due to appeals or other reasons would reduce the amount of taxes received by each jurisdiction.

The property tax lien on real property attaches on January 1 of the year the tax is levied. Such lien is prior and superior to all other liens and encumbrances on the property subject to such tax except liens or encumbrances held by the State or liens for taxes accruing in any other years. Set forth below is a record of property taxes levied and collected in the District for a portion of the current fiscal year and all of the previous five fiscal years.
TABLE 6
Real and Secured Property Taxes Levied and Collected (a)
Buckeye Elementary School District No. 33

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Adopted District Tax Levy as of June 30th</th>
<th>Adjusted District Tax Levy as of January 11, 2016</th>
<th>% of Adj</th>
<th>Adjusted District Tax Levy as of January 11, 2016</th>
<th>% of Adj</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015/16</td>
<td>$9,363,957</td>
<td>$9,348,480</td>
<td>(b)</td>
<td>$5,092,264</td>
<td>54.47%</td>
</tr>
<tr>
<td>2014/15</td>
<td>9,894,768</td>
<td>9,872,742</td>
<td>(b)</td>
<td>9,867,036</td>
<td>99.11</td>
</tr>
<tr>
<td>2013/14</td>
<td>9,139,273</td>
<td>9,103,240</td>
<td>8,745,039</td>
<td>9,069,711</td>
<td>99.73</td>
</tr>
<tr>
<td>2012/13</td>
<td>10,333,140</td>
<td>10,227,923</td>
<td>9,685,056</td>
<td>10,166,019</td>
<td>100.00</td>
</tr>
<tr>
<td>2011/12</td>
<td>9,497,910</td>
<td>9,441,673</td>
<td>8,866,037</td>
<td>9,366,658</td>
<td>99.37</td>
</tr>
</tbody>
</table>

(a) Taxes are collected by the Treasurer of the County. Taxes in support of debt service are levied by the Board of Supervisors of the County as required by Arizona Revised Statutes. Delinquent taxes are subject to an interest and penalty charge of 16% per annum, which is prorated at a monthly rate of 1.33%. Interest and penalty collections for delinquent taxes are not included in the collection figures above, but are deposited in the County’s General Fund. Interest and penalties with respect to the first half tax collections (delinquent November 1) are waived if the full year’s taxes are paid by December 31.

In November 2013, voters in the District authorized the District to continue to exceed its statutorily prescribed maintenance and operations budget limit by an amount not to exceed 10% of the prescribed limit. The authorization, which begins in fiscal year 2014/15, extends for seven years, although in the sixth (fiscal year 2019/20) and seventh (fiscal year 2020/21) years, the amount by which the prescribed budget limit may be exceeded is limited to 6.67% and 3.33%, respectively. Tax rates for corresponding years include amounts available for this override. If voters do not authorize the District to continue to exceed its prescribed budget by fiscal year 2018/19, the District will have to decrease its budgeted expenditures in fiscal years following 2018/19.

(b) 2015/16 taxes in course of collection:
First installment due 10-01-15, delinquent 11-01-15;
Second installment due 03-01-16, delinquent 05-01-16.

Source: Office of the Treasurer of the County.

SPECIAL NOTE: The Full Cash Assessed Value of property owned by the Salt River Project Agricultural Improvement and Power District (“SRP”) is not included in the assessed value of the District or in any valuation information set forth in this Official Statement. Because of SRP’s quasi-governmental nature, property owned by SRP is exempt from property taxation.

However, SRP may elect each year to make voluntary contributions in lieu of property taxes with respect to certain of its electrical facilities (the “SRP Electric Plant”). If SRP elects to make the in lieu contribution for the year, the Full Cash Assessed Value of the portion of the SRP Electric Plant located within the District and the in lieu contribution amount is determined in the same manner as the Full Cash Assessed Value and property taxes owed is determined for similar non-governmental public utility property, with certain special deductions. SRP in lieu taken into account when setting tax rate.

If SRP elected not to make such contributions, the District would be required to contribute funds from other sources or levy an increased tax rate on all other taxable property to provide sufficient amounts to pay debt service on the Bonds. If after electing to make the in lieu contribution, SRP then failed to make the in lieu contribution when due, the Treasurer of the County and the District have no recourse against the property of SRP and there may be a delay.
in the payment of that portion of the debt service on the Bonds that would have been paid by SRP’s in lieu contribution.

Since 1964, when the in lieu contribution was originally authorized by the Arizona Revised Statutes, SRP has always elected to make the in lieu contribution. The fiscal year 2015/16 Full Cash Assessed Value equivalent of SRP within the District is $1,422,278 which represents approximately 0.9% of the fiscal year 2015/16 Net Assessed Property Value for Secondary Tax Purposes in the District.

Delinquent Tax Procedures

The property taxes due the District are billed, along with State and other taxes, each September and are due and payable in two installments on October 1 and March 1 and become delinquent on November 1 and May 1, respectively. Delinquent taxes are subject to an interest penalty of 16% per annum prorated monthly as of the first day of the month. (Delinquent interest is waived if a taxpayer, delinquent as to the November 1 payment, pays the entire year’s tax bill by December 31.) After the close of the tax collection period, the Treasurer of the County prepares a delinquent property tax list and the property so listed is subject to a tax lien sale in February of the succeeding year. In the event that there is no purchaser for the tax lien at the sale, the tax lien is assigned to the State, and the property is reoffered for sale from time to time until such time as it is sold, subject to redemption, for an amount sufficient to cover all delinquent taxes.

After three years from the sale of the tax lien, the tax lien certificate holder may bring an action in a court of competent jurisdiction to foreclose the right of redemption and, if the delinquent taxes plus accrued interest are not paid by the owner of record or any entity having a right to redeem, a judgment is entered ordering the Treasurer of the County to deliver a treasurer’s deed to the certificate holder as prescribed by law.

In the event of bankruptcy of a taxpayer pursuant to the United States Bankruptcy Code (the “Bankruptcy Code”), the law is currently unsettled as to whether a lien can attach against the taxpayer’s property for property taxes levied during the pendency of bankruptcy. Such taxes might constitute an unsecured and possibly non-interest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are oversecured, and then possibly only on the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect ad valorem taxes on property of a taxpayer within the District. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on delinquent property.

When a debtor files or is forced into bankruptcy, any act to obtain possession of the debtor’s estate, any act to create or perfect any lien against the property of the debtor or any act to collect, assess or recover a claim against the debtor that arose before the commencement of the bankruptcy is stayed pursuant to the Bankruptcy Code. While the automatic stay of a bankruptcy court may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor would be subject to the stay of bankruptcy court. It is reasonable to conclude that “tax sale investors” may be reluctant to purchase tax liens under such circumstances, and, therefore, the timeliness of the payment of post-bankruptcy petition tax collections becomes uncertain.

It cannot be determined what impact any deterioration of the financial conditions of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for the Bonds. None of the District, the Underwriter or their respective agents or consultants has undertaken any independent investigation of the operations and financial condition of any taxpayer, nor have they assumed responsibility for the same.

In the event the County is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the District’s tax rate charged to non-bankrupt taxpayers during such subsequent tax years.
ASSSESSED VALUATIONS AND TAX RATES

TABLE 7

Direct and Overlapping Net Assessed Property Values for Secondary Tax Purposes and Tax Rates
Per $100 Net Assessed Property Value for Secondary Tax Purposes (a)

<table>
<thead>
<tr>
<th>Overlapping Jurisdiction</th>
<th>2015/16 Net Assessed Property Value</th>
<th>2015/16 Rate Per $100 Net Assessed Property Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Arizona</td>
<td>$54,838,548,829</td>
<td>$0.0000</td>
</tr>
<tr>
<td>Maricopa County</td>
<td>34,623,670,323</td>
<td>1.8663 (b)</td>
</tr>
<tr>
<td>Maricopa County Community College District</td>
<td>34,623,670,323</td>
<td>1.4940</td>
</tr>
<tr>
<td>Maricopa County Fire District Assistance Tax</td>
<td>34,623,670,323</td>
<td>0.0116</td>
</tr>
<tr>
<td>Maricopa County Special Health Care District</td>
<td>34,623,670,323</td>
<td>0.3021</td>
</tr>
<tr>
<td>Maricopa County Library District</td>
<td>34,623,670,323</td>
<td>0.0556</td>
</tr>
<tr>
<td>Maricopa County Flood Control District (c)</td>
<td>31,100,587,859</td>
<td>0.1592</td>
</tr>
<tr>
<td>Central Arizona Water Conservation District (c)</td>
<td>34,623,670,323</td>
<td>0.1400</td>
</tr>
<tr>
<td>Buckeye Valley Volunteer Fire District</td>
<td>115,447,669</td>
<td>3.2500</td>
</tr>
<tr>
<td>Electrical District No. 8</td>
<td>287,548,864</td>
<td>0.2293</td>
</tr>
<tr>
<td>Woolsey Flood Protection</td>
<td>132,707,617</td>
<td>0.2982</td>
</tr>
<tr>
<td>Sundance Community Facilities District</td>
<td>53,823,016</td>
<td>3.1302</td>
</tr>
<tr>
<td>Watson Road Community Facilities District</td>
<td>16,703,003</td>
<td>0.3000</td>
</tr>
<tr>
<td>WestPark Community Facilities District</td>
<td>8,441,190</td>
<td>6.2799</td>
</tr>
<tr>
<td>City of Buckeye</td>
<td>320,169,039</td>
<td>1.8000</td>
</tr>
<tr>
<td>Buckeye Union High School District No. 201</td>
<td>656,613,462</td>
<td>3.3373</td>
</tr>
<tr>
<td>Western Maricopa Education Center District No. 402</td>
<td>12,803,898,697</td>
<td>0.0698</td>
</tr>
<tr>
<td>Buckeye Elementary School District No. 33</td>
<td>167,418,283</td>
<td>5.5839</td>
</tr>
</tbody>
</table>

(a) The following overlapping jurisdictions are taxed as follows:

<table>
<thead>
<tr>
<th>Overlapping Jurisdiction</th>
<th>Tax Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roosevelt Irrigation District</td>
<td>$27.1000 /acre</td>
</tr>
</tbody>
</table>

(b) Includes the “State Equalization Assistance Property Tax” which is levied by the County and has been set at $0.5054 per $100 Net Assessed Property Value for Secondary Tax Purposes for fiscal year 2015/16. Such amount is adjusted annually pursuant to Section 41-1276, Arizona Revised Statutes.
The assessed value of the Maricopa County Flood Control District does not include the personal property assessed valuation of the County. Value shown for the Central Arizona Water Conservation District covers only the County portion of such District.

Source:  *Property Tax Rates and Assessed Values*, Arizona Tax Research Association and Finance Department of the County.

**Total Tax Rates Per $100 Net Assessed Property Value for Secondary Tax Purposes**

The total overlapping property tax rate for property owners within the District (exclusive of those described in footnote (a) to TABLE 7) ranges from $13.3180 to $21.0997 per $100 Net Assessed Property Value for Secondary Tax Purposes, depending upon the specific taxing jurisdictions which overlap the property.

Source:  *Property Tax Rates and Assessed Values*, Arizona Tax Research Association, the Finance Department of the County and the Arizona Department of Revenue.

**TABLE 8A**

Net Assessed Property Value for Secondary Tax Purposes by Property Classification (a)
Buckeye Elementary School District No. 33

<table>
<thead>
<tr>
<th>Class</th>
<th>2015/16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial, Industrial, Utilities &amp; Mines</td>
<td>$ 60,209,867</td>
</tr>
<tr>
<td>Agricultural and Vacant</td>
<td>16,076,220</td>
</tr>
<tr>
<td>Residential (owner occupied)</td>
<td>60,146,659</td>
</tr>
<tr>
<td>Residential (rental)</td>
<td>30,354,283</td>
</tr>
<tr>
<td>Railroad</td>
<td>647,385</td>
</tr>
<tr>
<td>Historical Property</td>
<td>46,620</td>
</tr>
<tr>
<td>Certain Government</td>
<td></td>
</tr>
<tr>
<td>Property Improvements</td>
<td>249</td>
</tr>
<tr>
<td><strong>Totals (b)</strong></td>
<td><strong>$ 167,481,283</strong></td>
</tr>
</tbody>
</table>


(b) Totals may not add up due to rounding.

### TABLE 8B

**Net Full Cash Assessed Value by Property Classification (a)**

Buckeye Elementary School District No. 33

<table>
<thead>
<tr>
<th>Class</th>
<th>2014/15</th>
<th>2013/14</th>
<th>2012/13</th>
<th>2011/12</th>
<th>2010/11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial, Industrial, Utilities &amp; Mines</td>
<td>$60,248,534</td>
<td>$61,503,300</td>
<td>$65,170,545</td>
<td>$74,065,864</td>
<td>$82,985,150</td>
</tr>
<tr>
<td>Agricultural and Vacant</td>
<td>16,610,842</td>
<td>19,746,840</td>
<td>25,746,199</td>
<td>29,217,487</td>
<td>57,766,156</td>
</tr>
<tr>
<td>Residential (owner occupied)</td>
<td>66,744,989</td>
<td>51,651,936</td>
<td>63,877,072</td>
<td>71,330,739</td>
<td>98,207,496</td>
</tr>
<tr>
<td>Residential (rental)</td>
<td>33,105,780</td>
<td>23,600,130</td>
<td>15,546,555</td>
<td>14,565,616</td>
<td>16,133,857</td>
</tr>
<tr>
<td>Railroad</td>
<td>683,584</td>
<td>576,041</td>
<td>553,044</td>
<td>420,388</td>
<td>401,259</td>
</tr>
<tr>
<td>Historical Property</td>
<td>80,294</td>
<td>34,523</td>
<td>31,122</td>
<td>27,849</td>
<td>26,866</td>
</tr>
<tr>
<td>Certain Government</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Property Improvements</td>
<td>237</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Totals (b)</strong></td>
<td><strong>$177,474,260</strong></td>
<td><strong>$157,112,770</strong></td>
<td><strong>$170,924,537</strong></td>
<td><strong>$189,627,943</strong></td>
<td><strong>$255,520,784</strong></td>
</tr>
</tbody>
</table>

(a) *Determined by Net Full Cash Assessed Value.* See “PROPERTY TAXES – Limited Property Value” and “Secondary Taxes” herein for a discussion of the use of Net Full Cash Assessed Value for fiscal years prior to 2015/16.

(b) *Totals may not add up due to rounding.*

TABLE 9A

Net Assessed Property Value for Secondary Tax Purposes of Major Taxpayers
Buckeye Elementary School District No. 33

<table>
<thead>
<tr>
<th>Major Taxpayer (a)</th>
<th>2015/16 Net Assessed Property Value for Secondary Tax Purposes</th>
<th>As % of Net Assessed Property Value for Secondary Tax Purposes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arizona Public Service Company</td>
<td>$12,672,807</td>
<td>7.57%</td>
</tr>
<tr>
<td>Wal-Mart Stores East LP</td>
<td>9,156,206</td>
<td>5.47%</td>
</tr>
<tr>
<td>Vstc LLC</td>
<td>3,615,798</td>
<td>2.16%</td>
</tr>
<tr>
<td>Vestar Sundance Towne Cntr LLC/Wal-Mart Inc</td>
<td>3,113,976</td>
<td>1.86%</td>
</tr>
<tr>
<td>Vestar Sundance Towne Cntr LLC/Lowes HIW Inc</td>
<td>2,009,267</td>
<td>1.20%</td>
</tr>
<tr>
<td>Valencia Water Co Inc</td>
<td>1,943,420</td>
<td>1.16%</td>
</tr>
<tr>
<td>Smiths Food &amp; Drug Centers Inc</td>
<td>1,848,983</td>
<td>1.10%</td>
</tr>
<tr>
<td>Clayton Homes Inc</td>
<td>1,540,455</td>
<td>0.92%</td>
</tr>
<tr>
<td>Interstate Holdings Inc</td>
<td>1,349,674</td>
<td>0.81%</td>
</tr>
<tr>
<td>Kinder Morgan</td>
<td>1,130,824</td>
<td>0.68%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$38,381,410</strong></td>
<td><strong>22.92%</strong></td>
</tr>
</tbody>
</table>

(a) Some of such taxpayers or their parent corporations are subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith file reports, proxy statements and other information with the Securities and Exchange Commission (the “Commission”). Such reports, proxy statements and other information (collectively, the “Filings”) may be inspected, copied and obtained at prescribed rates at the Commission’s public reference facilities at 100 F Street, N.E., Washington, D.C. 20549-2736. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission’s EDGAR data base at http://www.sec.gov. No representative of the District, the Underwriter, Bond Counsel or counsel to the Underwriter have examined the information set forth in the Filings for accuracy or completeness, nor do they assume responsibility for the same.

Source: The Assessor of the County.
### TABLE 9B

**Net Full Cash Assessed Value of Major Taxpayers**

**Buckeye Elementary School District No. 33**

<table>
<thead>
<tr>
<th>Major Taxpayer (a)</th>
<th>2014/15 Net Full Cash Assessed Value</th>
<th>As % of 2014/15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arizona Public Service Company</td>
<td>$12,812,498</td>
<td>7.22%</td>
</tr>
<tr>
<td>Wal-Mart Stores East LP</td>
<td>7,277,148</td>
<td>4.10%</td>
</tr>
<tr>
<td>Vstc LLC</td>
<td>3,615,610</td>
<td>2.04%</td>
</tr>
<tr>
<td>Vestar Sundance Towne Cntr LLC/Wal-Mart Inc.</td>
<td>3,133,442</td>
<td>1.77%</td>
</tr>
<tr>
<td>Vestar Sundance Towne Cntr LLC/Lowes HIW Inc.</td>
<td>2,139,476</td>
<td>1.21%</td>
</tr>
<tr>
<td>Wal-Mart / Sams Club</td>
<td>2,036,979</td>
<td>1.15%</td>
</tr>
<tr>
<td>Smiths Food &amp; Drug Centers Inc.</td>
<td>1,857,896</td>
<td>1.05%</td>
</tr>
<tr>
<td>Valencia Water Co Inc</td>
<td>1,792,948</td>
<td>1.01%</td>
</tr>
<tr>
<td>Clayton Homes Inc.</td>
<td>1,549,819</td>
<td>0.87%</td>
</tr>
<tr>
<td>Transwestern Pipeline Company LLC</td>
<td>1,191,018</td>
<td>0.67%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$37,406,834</strong></td>
<td><strong>21.08%</strong></td>
</tr>
</tbody>
</table>

(a) Some of such taxpayers or their parent corporations are subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith file the Filings with the Commission. The Filings may be inspected, copied and obtained at prescribed rates at the Commission’s public reference facilities at 100 F Street, N.E., Washington, D.C. 20549-2736. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission’s EDGAR data base at [http://www.sec.gov](http://www.sec.gov). No representative of the District, the Underwriter, Bond Counsel or counsel to the Underwriter have examined the information set forth in the Filings for accuracy or completeness, nor do they assume responsibility for the same.

Source: The Assessor of the County.
### TABLE 10A

**Comparative Net Assessed Property Values for Secondary Tax Purposes (a)**  
**Buckeye Elementary School District No. 33**

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Buckeye Elementary School District No. 33</th>
<th>Buckeye Union High School District No. 201</th>
<th>City of Buckeye</th>
<th>Maricopa County</th>
<th>State of Arizona</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015/16</td>
<td>$167,481,283</td>
<td>$656,613,462</td>
<td>$320,169,039</td>
<td>$34,623,670,323</td>
<td>$54,838,548,829</td>
</tr>
</tbody>
</table>


### TABLE 10B

**Comparative Net Full Cash Assessed Values (a)**  
**Buckeye Elementary School District No. 33**

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Buckeye Elementary School District No. 33</th>
<th>Buckeye Union High School District No. 201</th>
<th>City of Buckeye</th>
<th>Maricopa County</th>
<th>State of Arizona</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014/15</td>
<td>$177,474,260</td>
<td>$720,101,358</td>
<td>$324,277,466</td>
<td>$35,079,646,593</td>
<td>$55,352,051,074</td>
</tr>
<tr>
<td>2012/13</td>
<td>170,924,537</td>
<td>670,741,653</td>
<td>300,289,266</td>
<td>34,400,455,716</td>
<td>56,271,814,583</td>
</tr>
<tr>
<td>2011/12</td>
<td>189,627,943</td>
<td>717,792,695</td>
<td>322,876,453</td>
<td>38,760,296,714</td>
<td>61,700,292,915</td>
</tr>
<tr>
<td>2010/11</td>
<td>255,520,784</td>
<td>915,497,793</td>
<td>425,009,460</td>
<td>49,707,952,123</td>
<td>75,643,290,656</td>
</tr>
</tbody>
</table>


**TABLE 11**

Estimated Net Full Cash Value History  
Buckeye Elementary School District No. 33

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Estimated Net Full Cash Valuation (a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015/16</td>
<td>$ 1,644,114,467</td>
</tr>
<tr>
<td>2014/15</td>
<td>1,297,172,983</td>
</tr>
<tr>
<td>2013/14</td>
<td>1,099,934,439</td>
</tr>
<tr>
<td>2012/13</td>
<td>1,193,420,713</td>
</tr>
<tr>
<td>2011/12</td>
<td>1,321,709,816</td>
</tr>
</tbody>
</table>

(a) *Estimated Net Full Cash Value is the total market value of the property within the District less the estimated Full Cash Value of property exempt from taxation within the District.*

Source: *The Property Tax Abstract, Arizona Department of Revenue.*
DIRECT AND OVERLAPPING BONDED INDEBTEDNESS

TABLE 12

Current Year Statistics (For Fiscal Year 2015/16)
Buckeye Elementary School District No. 33

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total General Obligation Bonds Outstanding and to be Outstanding</td>
<td>$21,970,000* (a)</td>
</tr>
<tr>
<td>Net Assessed Property Value for Secondary Tax Purposes</td>
<td>167,481,283</td>
</tr>
<tr>
<td>Net Full Cash Assessed Value</td>
<td>219,733,663</td>
</tr>
<tr>
<td>Estimated Net Full Cash Value</td>
<td>1,644,114,467</td>
</tr>
<tr>
<td>Gross Full Cash Value</td>
<td>2,613,418,964</td>
</tr>
</tbody>
</table>

The District’s preliminary fiscal year 2016/17 Net Full Cash Assessed Value is estimated at $238,181,065 an increase of approximately 8.4% from the fiscal year 2015/16 net full cash assessed valuation. The District’s preliminary fiscal year 2016/17 Net Assessed Property Value for Secondary Tax Purposes is estimated at $171,277,570, an increase of approximately 2.3% from the fiscal year 2015/16 net limited assessed valuation. The District’s preliminary fiscal year 2016/17 estimated net full cash value is estimated at $1,842,871,831, an increase of approximately 12.1% from the fiscal year 2015/16 estimated net full cash value. The values are subject to positive or negative adjustments until approved by the respective Board of Supervisors of the Counties on or before August 15, 2016.

* Subject to change.

(a) Includes the Bonds, net of the Bonds Being Refunded.

Source: The Property Tax Abstract, Arizona Department of Revenue and Property Tax Rates and Assessed Values, Arizona Tax Research Association, the Treasurer of the County, the Assessor of the County and the Finance Department of the County. Note that Net Assessed Property Value for Secondary Tax Purposes is described as “Net Assessed Value” in the Property Tax Abstract.
TABLE 13

Direct General Obligation Bonded Debt Outstanding and to be Outstanding
Buckeye Elementary School District No. 33

<table>
<thead>
<tr>
<th>Issue Series</th>
<th>Original Amount</th>
<th>Purpose</th>
<th>Final Maturity Date (July 1)</th>
<th>Balance Outstanding</th>
<th>Refunded*</th>
<th>Balance Outstanding and to be Outstanding*</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006A</td>
<td>5,230,000</td>
<td>School improvements</td>
<td>2023</td>
<td>$ 3,260,000</td>
<td>$(3,260,000)</td>
<td></td>
</tr>
<tr>
<td>2007B</td>
<td>7,365,000</td>
<td>School improvements</td>
<td>2024</td>
<td>2,970,000</td>
<td>$(2,695,000)</td>
<td>$ 275,000 (a)</td>
</tr>
<tr>
<td>2008C</td>
<td>7,405,000</td>
<td>School improvements</td>
<td>2025</td>
<td>4,210,000</td>
<td>$(3,255,000)</td>
<td>955,000 (a)</td>
</tr>
<tr>
<td>2009A</td>
<td>3,500,000</td>
<td>School improvements</td>
<td>2025</td>
<td>1,000,000</td>
<td>$(1,000,000)</td>
<td></td>
</tr>
<tr>
<td>2012B</td>
<td>2,135,000</td>
<td>Refunding</td>
<td>2015</td>
<td>1,750,000</td>
<td>1,750,000 (a)</td>
<td></td>
</tr>
<tr>
<td>2014C</td>
<td>3,660,000</td>
<td>School improvements</td>
<td>2034</td>
<td>3,520,000</td>
<td>3,520,000 (a)</td>
<td></td>
</tr>
</tbody>
</table>

Total General Obligation Bonded Debt Outstanding $ 6,500,000
Plus: The Improvement Bonds 5,680,000 *
Plus: The Refunding Bonds 9,790,000 *
Total General Obligation Bonded Debt Outstanding and to be Outstanding $21,970,000 *

* Subject to change.

(a) Designated as “Class B” as described in the following paragraph.

Constitutional / Statutory Debt Limit / Unused Borrowing Capacity after Bond Issuance
Buckeye Elementary School District No. 33

Arizona school district general obligation bonds are subject to two limits: the constitutional debt limit on all general obligation bonds and the statutory debt limit on Class B bonds. “Class B” designates for the purpose of this statutory limit, those bonds authorized at elections held after December 31, 1998. The security and source of payment for Class B bonds is the same as Class A bonds (those authorized at elections held prior to December 31, 1998 or bonds issued to refund those bonds). TABLE 14 shows the unused constitutional capacity and TABLE 15 shows the unused Class B statutory capacity after issuance of the Bonds.

TABLE 14

2015/16 Arizona Constitutional Debt Limitation
(15% of Net Full Cash Assessed Value (a)) $32,960,049
Less: Class B Bonds Outstanding and to be Outstanding (b) (21,970,000)*
Unused Constitutional Borrowing Capacity $ 10,990,049 *

* Subject to change.

(a) Certain bond counsel in the State have advised that Net Full Cash Assessed Value should be used as the basis for determining debt limits for certain Arizona school districts. Other bond counsel in the State have advised that gross Full Cash Value could be used as the basis for determining debt limits for those school districts. TABLE 14 and TABLE 15 show the constitutional and statutory debt limitations of the District based on Net Full Cash Assessed Value. If gross Full Cash Value of the District ($2,613,418,964) was used as the basis
for determining the debt limits of the District, the constitutional and statutory debt limits of the District would be $392,012,844 and $261,341,896, respectively.

(b) Includes the Bonds, net of the Bonds Being Refunded.

TABLE 15

2015/16 Statutory Limitation on Bonds (a)

<table>
<thead>
<tr>
<th>General Obligation Bonded Debt (b)</th>
<th>Proportion Applicable to the District (a)</th>
<th>Approximate Net Debt Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$21,973,366</td>
<td>100.00%</td>
<td>$21,970,000</td>
</tr>
<tr>
<td>Less: Class B Bonds Outstanding and to be Outstanding (b)</td>
<td>21,970,000</td>
<td>(21,970,000)*</td>
</tr>
<tr>
<td>Unused Statutory Borrowing Capacity</td>
<td></td>
<td>$3,366*</td>
</tr>
</tbody>
</table>

* Subject to change.

(a) See footnote (a) to TABLE 14.

(b) Includes the Bonds, net of the Bonds Being Refunded.

TABLE 16

Direct and Overlapping General Obligation Bonded Debt
Buckeye Elementary School District No. 33

<table>
<thead>
<tr>
<th>Overlapping Jurisdiction</th>
<th>General Obligation Bonded Debt (b)</th>
<th>Proportion Applicable to the District (a)</th>
<th>Approximate Net Debt Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Arizona</td>
<td>None</td>
<td>0.31%</td>
<td>None</td>
</tr>
<tr>
<td>Maricopa County</td>
<td>None</td>
<td>0.48</td>
<td>None</td>
</tr>
<tr>
<td>Maricopa County Community College District</td>
<td>$593,820,000</td>
<td>0.48</td>
<td>$2,850,336</td>
</tr>
<tr>
<td>Maricopa County Special Health Care District</td>
<td>106,000,000</td>
<td>0.48</td>
<td>508,800</td>
</tr>
<tr>
<td>Sundance Community Facilities District</td>
<td>21,270,000</td>
<td>79.86</td>
<td>16,986,222</td>
</tr>
<tr>
<td>WestPark Community Facilities District</td>
<td>6,025,000</td>
<td>99.97</td>
<td>6,023,193</td>
</tr>
<tr>
<td>City of Buckeye</td>
<td>None</td>
<td>45.22</td>
<td>None</td>
</tr>
<tr>
<td>Buckeye Union High School District No. 201</td>
<td>68,375,000</td>
<td>25.50</td>
<td>17,435,625</td>
</tr>
<tr>
<td>Western Maricopa Education Center District No. 402</td>
<td>72,995,000</td>
<td>1.31</td>
<td>956,235</td>
</tr>
<tr>
<td>Buckeye Elementary School District No. 33 (c)</td>
<td>21,970,000*</td>
<td>100.00</td>
<td>21,970,000*</td>
</tr>
</tbody>
</table>

Net Direct and Overlapping General Obligation Bonded Debt $66,730,410*

* Subject to change.

(a) Proportion applicable to the District is computed on the ratio of Net Assessed Property Value for Secondary Tax Purposes for 2015/16.
(b) Includes total stated principal amount of general obligation bonds outstanding. Does not include outstanding principal amount of certificates of participation, revenue obligations or loan obligations outstanding for the jurisdictions listed above. Does not include outstanding principal amounts of various County improvement districts, as the bonds of these districts are presently being paid from special assessments against property within the various improvement districts.

Does not include presently authorized but unissued general obligation bonds of such jurisdictions which may be issued in the future as indicated in the following table. Additional bonds may also be authorized by voters within overlapping jurisdictions pursuant to future elections.

<table>
<thead>
<tr>
<th>Overlapping Jurisdiction</th>
<th>General Obligation Bonds Authorized but Unissued</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maricopa Special Health Care District</td>
<td>$829,000,000</td>
</tr>
<tr>
<td>Sundance Community Facilities District</td>
<td>21,055,000</td>
</tr>
<tr>
<td>Westpark Community Facilities District</td>
<td>17,410,000</td>
</tr>
<tr>
<td>Buckeye Union High School District No. 201</td>
<td>21,000,000</td>
</tr>
<tr>
<td>Buckeye Elementary School District No. 33 (c)</td>
<td>21,320,000*</td>
</tr>
</tbody>
</table>

Also does not include the obligation of the Central Arizona Water Conservation District (“CAWCD”) to the United States Department of the Interior (the “Department of the Interior”), for repayment of certain capital costs for construction of the Central Arizona Project (“CAP”), a major reclamation project that has been substantially completed by the Department of the Interior. The obligation is evidenced by a master contract between CAWCD and the Department of the Interior. In April 2003, the United States and CAWCD agreed to settle litigation over the amount of the construction cost repayment obligation, the amount of the respective obligations for payment of the operation, maintenance and replacement costs and the application of certain revenues and credits against such obligations and costs. Under the agreement, CAWCD’s obligation for substantially all of the CAP features that have been constructed so far will be set at $1.646 billion, which amount assumes (but does not mandate) that the United States will acquire a total of 667,724 acre feet of CAP water for federal purposes. The United States will complete unfinished CAP construction work related to the water supply system and regulatory storage stages of CAP at no additional cost to CAWCD. Of the $1.646 billion repayment obligation, 73% will be interest bearing and the remaining 27% will be non-interest bearing. These percentages will be fixed for the entire 50-year repayment period, which commenced October 1, 1993. CAWCD is a multi-county water conservation district having boundaries coterminous with the exterior boundaries of Arizona’s Maricopa, Pima and Pinal Counties. It was formed for the express purpose of paying administrative costs and expenses of the CAP and to assist in the repayment to the United States of the CAP capital costs. Repayment will be made from a combination of power revenues, subcontract revenues (i.e., agreements with municipal, industrial and agricultural water users for delivery of CAP water) and a tax levy against all taxable property within CAWCD’s boundaries. At the date of this Official Statement, the tax levy is limited to 14 cents per $100 of Net Full Cash Assessed Value, of which 14 cents is being levied. (See Sections 48-3715 and 48-3715.02, Arizona Revised Statutes.) There can be no assurance that such levy limit will not be increased or removed at any time during the life of the contract.

(c) Includes the Bonds, net of the Bonds Being Refunded.

TABLE 17

Direct and Overlapping General Obligation Bonded Debt Ratios
Buckeye Elementary School District No. 33

<table>
<thead>
<tr>
<th></th>
<th>Per Capita Bonded Debt</th>
<th>As % of District’s 2015/16 Net Assessed Property Value for Secondary Tax Purposes</th>
<th>As % of District’s 2015/16 Net Full Cash Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>As % of Per Capita</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Population</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated</td>
<td>@ 39,188</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Direct General Obligation Bonded Debt*(a)</td>
<td>$ 560.63</td>
<td>13.12%</td>
<td>1.34%</td>
</tr>
<tr>
<td>Net Direct and Overlapping General Obligation Debt*(a)</td>
<td>1,702.83</td>
<td>39.86</td>
<td>4.06</td>
</tr>
</tbody>
</table>

* Subject to change.

(a) Includes the Bonds, net of the Bonds Being Refunded.


Other Obligations

Buckeye Elementary School District No. 33

Other than those described above, the District currently has no capital lease-purchase agreements, installment purchase agreements or similar obligations outstanding or unpaid.

DISTRICT EMPLOYEE RETIREMENT SYSTEM

Retirement Plan

The District’s employees are covered by the Arizona State Retirement System (the “System”), a cost-sharing, multiple-employer defined benefit plan. The annual contribution rates are determined by the System’s actuary, with minimum employer and employee rate requirements of not less than 2.00%. For fiscal year 2015/16, the District’s and its employees’ annual contribution is 11.47% (11.35% Retirement Pension and Health Insurance Benefit, 0.12% Long Term Disability Income Plan) of payroll amounts. For fiscal year 2016/17, the District’s and its employees’ annual contribution will be 11.48% (11.34% Retirement Pension and Health Insurance Benefit and 0.14% Long Term Disability Income Plan) of payroll amounts. See Note 12 in APPENDIX C – “THE DISTRICT – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2015” for further discussion of the District and its employees’ obligations to the System as of June 30, 2015. The System’s actuarially assumed rate of return is 8%. The most recent actuarial valuations for the System may be accessed at: https://www.azasrs.gov/content/annual-reports.

The Governmental Accounting Standards Board adopted Governmental Accounting Standards Board Statement Number 68, Accounting and Financial Reporting for Pensions (“GASB 68”), which, beginning with fiscal years starting after June 15, 2014, requires cost-sharing employers to report their “proportionate share” of the plan’s net pension liability in their government-wide financial statements. GASB 68 also requires that the cost-sharing employer’s pension expense component include its proportionate share of the System’s pension expense, the net effect of annual changes in the employer’s proportionate share and the annual differences between the employer’s
actual contributions and its proportionate share. Both the District and each covered employee contribute to the System. As of June 30, 2015, the District reported a liability of $27.7 million dollars for its proportionate share of its net pension liability under the System. Such net pension liability was measured as of June 30, 2014. See Note 12 in APPENDIX C – “THE DISTRICT – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2015” for further discussion of the District and its pension liability as of June 30, 2014.

**Other Post-Employment Benefits**

Pursuant to Governmental Accounting Standards Board Statement Number 45, _Accounting by Employers for Post-Employment Benefits Other than Pensions_ (“GASB 45”), the District is required to report the actuarially accrued cost of post-employment benefits, other than pension benefits (“OPEB”), such as health and life insurance for current and future retirees. GASB 45 requires that such benefits be recognized as current costs over the working lifetime of employees and, to the extent such costs are not pre-funded, will require the reporting of such costs as a financial statement liability.

The District currently provides postretirement health care benefits for certain retirees and their dependents, depending on a retiree’s years of service. The District pays $724 per month of full-time service. The District’s regular health care benefit providers underwrite the retiree’s policies. Retirees may not convert the benefit into an in-lieu payment to secure coverage under independent plans.

As of June 30, 2015, there were 11 employees who had retired with 14 years of full-time service that were receiving the premium-coverage benefit. The District finances these OPEBs on a pay-as-you-go basis. For the year ended June 30, 2015, the District paid $104,856 for these benefits. The District expects to continue funding the cost of this benefit from current operating funds. The District is not required and does not plan to conduct any actuarial studies of these OPEBs.

### REVENUES AND EXPENDITURES

The following information of the District was derived from the annual expenditure budget of the District for fiscal year 2015/16 and the audited financial statements of the District for fiscal years 2010/11 through and including 2014/15. (State law no longer requires school districts to file revenue budgets.) Budgeted figures for fiscal year 2015/16 are on a cash basis and are presented in the format required by State law. Budgeted figures for fiscal year 2015/16 are “forward looking” statements that may not be realized during the course of the fiscal year as presented herein and thus must be viewed with an abundance of caution. Audited figures for fiscal years 2010/11 through and including 2014/15 are on a modified accrual basis. The presentation which follows has not been independently subject to any audit procedures.

The following information should be read in conjunction with the audited financial statements of the District. See APPENDIX C for the District’s most recent audited general purpose financial statements, which are for fiscal year ended June 30, 2015. Such audited financial statements are the most recent available for the District, are not current and therefore must be considered with an abundance of caution. The District has not requested the consent of Heinfeld, Meech & Co., P.C. to include its report and Heinfeld, Meech & Co., P.C. has performed no procedures subsequent to rendering its report on the financial statements.
TABLE 18

General Fund
Buckeye Elementary School District No. 33

<table>
<thead>
<tr>
<th>Budgeted (a)</th>
<th>Audited (a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FUND BALANCE AT BEGINNING OF YEAR</td>
<td>$3,984,789</td>
</tr>
<tr>
<td>REVENUES</td>
<td></td>
</tr>
<tr>
<td>Other local</td>
<td>$2,094,764</td>
</tr>
<tr>
<td>Property taxes</td>
<td>5,222,484</td>
</tr>
<tr>
<td>State aid and grants</td>
<td>17,718,067</td>
</tr>
<tr>
<td>Federal aid, grants and reimbursements</td>
<td>286,461</td>
</tr>
<tr>
<td>TOTAL REVENUES</td>
<td>$25,321,776</td>
</tr>
<tr>
<td>ADJUSTMENTS</td>
<td></td>
</tr>
<tr>
<td>Transfers in/(out)</td>
<td>$218,079</td>
</tr>
<tr>
<td>Increase/(decrease) in reserve for inventory</td>
<td>18,729</td>
</tr>
<tr>
<td>Increase/(decrease) in reserve for prepaid items</td>
<td>$(315,781)</td>
</tr>
<tr>
<td>TOTAL FUNDS AVAILABLE FOR EXPENDITURES</td>
<td>$29,227,592</td>
</tr>
<tr>
<td>EXPENDITURES</td>
<td></td>
</tr>
<tr>
<td>Current</td>
<td></td>
</tr>
<tr>
<td>Instruction</td>
<td>$14,631,025</td>
</tr>
<tr>
<td>Support services - students and staff</td>
<td>2,781,238</td>
</tr>
<tr>
<td>Support services - administration</td>
<td>1,903,359</td>
</tr>
<tr>
<td>Business and central services</td>
<td>957,241</td>
</tr>
<tr>
<td>Operation and maintenance of plant services</td>
<td>3,505,081</td>
</tr>
<tr>
<td>Student transportation services</td>
<td>1,198,341</td>
</tr>
<tr>
<td>Operation of non-instructional services</td>
<td>306,965</td>
</tr>
<tr>
<td>School-sponsored cocurricular activities</td>
<td>65,635</td>
</tr>
<tr>
<td>School-sponsored athletics</td>
<td>127,597</td>
</tr>
<tr>
<td>Desegregation</td>
<td>1,608,921</td>
</tr>
<tr>
<td>K-3 reading program</td>
<td>264,607</td>
</tr>
<tr>
<td>Other</td>
<td>3,770,143</td>
</tr>
<tr>
<td>Auxiliary operations</td>
<td>75,000</td>
</tr>
<tr>
<td>Capital outlay</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL EXPENDITURES</td>
<td>$31,195,153</td>
</tr>
<tr>
<td>FUND BALANCE AT END OF YEAR</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$4,381,658</td>
</tr>
</tbody>
</table>

(a) Budgeted figures for fiscal year 2015/16 include the maintenance and operation fund as well as the Medicaid reimbursement, school plant, student success, Title I grants, auxiliary operations, gifts and donations and indirect costs allocation funds.
TABLE 19

Other Governmental Funds
Buckeye Elementary School District No. 33

<table>
<thead>
<tr>
<th>Budgeted (a)</th>
<th>Audited (a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FUND BALANCE AT BEGINNING OF YEAR</td>
<td>$ 9,151,605</td>
</tr>
<tr>
<td>REVENUES</td>
<td></td>
</tr>
<tr>
<td>Other local</td>
<td>$ 683,550</td>
</tr>
<tr>
<td>Property taxes</td>
<td>2,415,719</td>
</tr>
<tr>
<td>State aid and grants</td>
<td>2,140,146</td>
</tr>
<tr>
<td>TOTAL REVENUES</td>
<td>$ 9,355,932</td>
</tr>
<tr>
<td>ADJUSTMENTS</td>
<td></td>
</tr>
<tr>
<td>Transfers in/(out)</td>
<td>(316,103)</td>
</tr>
<tr>
<td>Increase/(decrease) in reserve for inventory</td>
<td>6,860</td>
</tr>
<tr>
<td>Increase/(decrease) in reserve for prepaid items</td>
<td>(86,472)</td>
</tr>
<tr>
<td>Issuance of school improvement bonds</td>
<td>3,600,000</td>
</tr>
<tr>
<td>Premium on sale of bonds</td>
<td>174,032</td>
</tr>
<tr>
<td>TOTAL FUNDS AVAILABLE FOR EXPENDITURES</td>
<td>$ 21,945,854</td>
</tr>
<tr>
<td>EXPENDITURES</td>
<td></td>
</tr>
<tr>
<td>Current</td>
<td></td>
</tr>
<tr>
<td>Instruction</td>
<td>$ 4,222,067</td>
</tr>
<tr>
<td>Support services - students and staff</td>
<td>57,736</td>
</tr>
<tr>
<td>Support services - administration</td>
<td>5,298,898</td>
</tr>
<tr>
<td>Operation and maintenance of plant services</td>
<td>36,000</td>
</tr>
<tr>
<td>Student transportation services</td>
<td>155,000</td>
</tr>
<tr>
<td>Operation of non-instructional services</td>
<td>-</td>
</tr>
<tr>
<td>Capital outlay</td>
<td>-</td>
</tr>
<tr>
<td>Facilities acquisition and construction</td>
<td>167,500</td>
</tr>
<tr>
<td>Food service</td>
<td>2,800,000</td>
</tr>
<tr>
<td>Other</td>
<td>4,549,000</td>
</tr>
<tr>
<td>Debt service:</td>
<td></td>
</tr>
<tr>
<td>Bond issuance costs</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL EXPENDITURES</td>
<td>$ 17,286,201</td>
</tr>
<tr>
<td>FUND BALANCE AT END OF YEAR</td>
<td>$ 14,630,156</td>
</tr>
</tbody>
</table>

(a) Budgeted figures for fiscal year 2015/16 do not include the maintenance and operation fund as well as the Medicaid reimbursement, school plant, student success, Title I grants, auxiliary operations, gifts and donations and indirect costs allocation funds. These funds have been included in the budgeted figures for TABLE 18.
## TABLE 20

**Debt Service Fund**  
**Buckeye Elementary School District No. 33**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FUND BALANCE AT BEGINNING OF YEAR</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$96,963</td>
<td>$117,399</td>
<td>$145,346</td>
<td>$155,857</td>
<td>$13,867</td>
<td>$2,241,536</td>
</tr>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other local</td>
<td>$6,122</td>
<td>$2,507</td>
<td>$6,231</td>
<td>$5,163</td>
<td>$13,867</td>
<td>$2,241,536</td>
</tr>
<tr>
<td>Property taxes</td>
<td>1,711,639</td>
<td>1,564,502</td>
<td>1,555,456</td>
<td>1,654,420</td>
<td>2,227,669</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$1,717,761</td>
<td>$1,567,009</td>
<td>$1,561,687</td>
<td>$1,659,583</td>
<td>$2,241,536</td>
<td></td>
</tr>
<tr>
<td><strong>ADJUSTMENTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfers in/(out)</td>
<td>$98,024</td>
<td>$3,976</td>
<td>$2,135,000</td>
<td>$108,491</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Issuance of refunding bonds</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(2,134,242)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Premium on sale of bonds</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>109,248</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payment to refunded bond escrow agent</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>818,424</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL FUNDS AVAILABLE FOR EXPENDITURES</strong></td>
<td>$1,912,748</td>
<td>$1,684,408</td>
<td>$1,707,033</td>
<td>$1,928,665</td>
<td>$2,338,744</td>
<td></td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt service:</td>
<td>$2,100,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal retirement</td>
<td>$1,085,000</td>
<td>$890,000</td>
<td>$850,000</td>
<td>$120,000</td>
<td>$1,335,000</td>
<td></td>
</tr>
<tr>
<td>Interest, premium and fiscal charges</td>
<td>750,392</td>
<td>697,445</td>
<td>739,634</td>
<td>735,647</td>
<td>847,887</td>
<td></td>
</tr>
<tr>
<td>Bond issuance costs</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>109,248</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payment to refunded bond escrow agent</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>818,424</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>$2,100,000</td>
<td>$1,835,392</td>
<td>$1,587,445</td>
<td>$1,589,634</td>
<td>$1,783,319</td>
<td>$2,182,887</td>
</tr>
<tr>
<td><strong>FUND BALANCE AT END OF YEAR</strong></td>
<td>$77,356</td>
<td>$96,963</td>
<td>$117,399</td>
<td>$145,346</td>
<td>$155,857</td>
<td></td>
</tr>
</tbody>
</table>

**Audited**
THE DISTRICT

AUDITED ANNUAL FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2015

The following audited financial statements are for the fiscal year ended June 30, 2015. These are the most recent audited financial statements available to the District. THESE FINANCIAL STATEMENTS ARE NOT CURRENT AND MAY NOT REPRESENT THE CURRENT FINANCIAL CONDITION OF THE DISTRICT. See “REVENUES AND EXPENDITURES” in APPENDIX B.

Such audited financial statements are the most recent available for the District, are not current and therefore must be considered with an abundance of caution. The District has not requested the consent of Heinfeld, Meech & Co., P.C. to include its report and Heinfeld, Meech & Co., P.C. has performed no procedures subsequent to rendering its report on the financial statements.
APPENDIX D

CITY OF BUCKEYE, ARIZONA

The following information concerning the City is provided for background information only. No attempt has been made to determine what part, if any, of the data presented is applicable to the District; consequently, no representation is made as to the relevance of the data to the District or the Bonds. THE BONDS WILL NOT BE OBLIGATIONS OF THE CITY. The Bonds will be direct obligations of the District, payable solely from ad valorem taxes levied against all taxable property in the District as described under the heading “SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS.”

The City is located approximately 30 miles from downtown Phoenix, Arizona (“Phoenix”). The original Buckeye town site was located approximately four miles south of Interstate 10 on State Route 85 where the Gila and Hassayampa Rivers converge. Buckeye was founded in 1888 and incorporated in 1929. Buckeye’s municipal boundaries encompass approximately 650 square miles and sits at an elevation above sea level of 888 feet. Not all property within the perimeter boundaries of the City are annexed into the City, however over 200 square miles are annexed into the City.

The following table illustrates respective population statistics for the City.

<table>
<thead>
<tr>
<th>Year</th>
<th>Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015 Estimate (a)</td>
<td>61,173</td>
</tr>
<tr>
<td>2010 Census</td>
<td>50,876</td>
</tr>
<tr>
<td>2000 Census</td>
<td>8,497</td>
</tr>
<tr>
<td>1990 Census</td>
<td>4,436</td>
</tr>
<tr>
<td>1980 Census</td>
<td>3,434</td>
</tr>
<tr>
<td>1970 Census</td>
<td>2,599</td>
</tr>
</tbody>
</table>

(a) Estimates as of July 1, 2015.

Source: Arizona Department of Commerce, Population Statistics Unit and the U.S. Census Bureau.

Transportation

State Route 85, connecting the City with Phoenix, runs north to south just west of downtown Buckeye. Interstate 10 also traverses the northern portion of Buckeye. Buckeye has an airport adjacent to Interstate 10 with plans for a future runway extension. Buckeye Municipal Airport is used by small, general aviation aircraft. Sky Harbor International Airport in Phoenix provides passenger air service. Bus lines are also available in the Phoenix metropolitan area.
Government

The City operates under a Council-Manager form of government. The Mayor and six council members are elected at large to four-year terms. The City Council for Buckeye appoints a Manager who has full responsibility for carrying out council policies and administering operations.

The City provides a portion of its residents with water and sewer services; electricity is provided by Arizona Public Service Company, natural gas is provided by Southwest Gas Company and telephone service is provided by CenturyLink Communications Inc. In some areas of Buckeye water and/or sewer services are provided by private utility companies.

Economy

The Roosevelt and Buckeye Irrigation canals provide a renewable supply of water for Buckeye’s farming needs. Employment for Buckeye’s residents is provided by agricultural activity services, education, government and the nearby Palo Verde Nuclear Plant. The Palo Verde Nuclear Plant is located outside the boundaries of Buckeye approximately 20 miles west. The close proximity of Buckeye the greater Phoenix metropolitan area also provides employment. Part of Buckeye’s agricultural production includes Pima cotton which is processed in local cotton gins and exported worldwide. See below for certain historic employment information and a list of major employers located in and within close proximity of Buckeye.

MAJOR EMPLOYERS
City of Buckeye, Arizona

<table>
<thead>
<tr>
<th>Employer</th>
<th>Description</th>
<th>Approximate Number of Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Arizona</td>
<td>Government</td>
<td>1,090</td>
</tr>
<tr>
<td>Wal-Mart Distribution Center</td>
<td>Distribution center and retail</td>
<td>800</td>
</tr>
<tr>
<td>Buckeye Elementary School District No. 33</td>
<td>Education</td>
<td>450</td>
</tr>
<tr>
<td>City of Buckeye</td>
<td>Government</td>
<td>420</td>
</tr>
<tr>
<td>Buckeye Union High School District No. 210</td>
<td>Education</td>
<td>350</td>
</tr>
<tr>
<td>Litchfield Elementary School District No. 79</td>
<td>Education</td>
<td>225</td>
</tr>
<tr>
<td>Fry’s Food Store</td>
<td>Grocery</td>
<td>190</td>
</tr>
<tr>
<td>Lowe’s Home Improvement</td>
<td>Retail</td>
<td>150</td>
</tr>
<tr>
<td>Agua Fria Union High School District No. 216</td>
<td>Education</td>
<td>140</td>
</tr>
<tr>
<td>DMB Verrado Golf, LLC</td>
<td>Golf</td>
<td>110</td>
</tr>
</tbody>
</table>

The table below illustrates the unemployment averages for the City.

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>City of Buckeye (a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>6.2%</td>
</tr>
<tr>
<td>2014</td>
<td>7.3</td>
</tr>
<tr>
<td>2013</td>
<td>9.0</td>
</tr>
<tr>
<td>2012</td>
<td>9.4</td>
</tr>
<tr>
<td>2011</td>
<td>10.8</td>
</tr>
</tbody>
</table>

(a) On February 29, 2012, the U.S. Department of Labor, Bureau of Labor Statistics, Local Area Unemployment Statistics program released 2011 annual average labor force estimates for census regions and divisions for all states. Data was revised back to January 2007 to incorporate new population controls, updated inputs, re-estimation of models and adjustment to new census division and national control totals. On April 20, 2012, routine revisions were made to data from 2007 through 2011 for geographic areas below the State level. For all areas, estimation inputs were revised back to 2010, while the revisions for 2007 through 2009 consisted of controlling to the new State totals described above.


**Commerce**

The following table illustrates taxable sales collections for the City.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014/15</td>
<td>$19,677</td>
</tr>
<tr>
<td>2013/14</td>
<td>17,042</td>
</tr>
<tr>
<td>2012/13</td>
<td>16,349</td>
</tr>
<tr>
<td>2011/12</td>
<td>14,540</td>
</tr>
<tr>
<td>2010/11</td>
<td>12,272</td>
</tr>
</tbody>
</table>

Source: Arizona Department of Revenue, Municipal Privilege Tax Collection Program.
APPENDIX E

MARICOPA COUNTY, ARIZONA

The following information regarding the County is provided for background information only. No attempt has been made to determine what part, if any, of the data presented is applicable to the District; consequently no representation is made as to the relevance of the data to the District or the Bonds. THE BONDS WILL NOT BE OBLIGATIONS OF THE COUNTY. The Bonds will be direct obligations of the District, payable solely from ad valorem taxes levied against all taxable property in the District with the limitations as described under the heading „SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS.”

General

The County was named after the Maricopa Indian tribe and was formed as the fifth county of Arizona in 1871. The principal geographic features of the County consist of the expansive river valleys of the Salt and Gila Rivers and a number of rugged mountain ranges scattered throughout the County.

The County encompasses approximately 9,222 square miles, 98 square miles of which is water.

LAND OWNERSHIP
Maricopa County, Arizona

<table>
<thead>
<tr>
<th>Control/Ownership</th>
<th>Percent of Land in County</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. Forest Service and Bureau of Land Management</td>
<td>39%</td>
</tr>
<tr>
<td>State of Arizona</td>
<td>11</td>
</tr>
<tr>
<td>Indian Reservation</td>
<td>5</td>
</tr>
<tr>
<td>Individual or Corporation</td>
<td>29</td>
</tr>
<tr>
<td>Other Public Lands</td>
<td>16</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

Source: Arizona County Profiles, Arizona Department of Commerce.

Municipal Government and Organization

The governmental and administrative affairs of the County are carried out by a Board of Supervisors (the “Board”) comprised of five members who each serve four-year terms. The Board appoints a Chief Administrative Officer who is responsible for carrying out Board policies and administering County operations.

Located within the County are the following cities: Avondale, Chandler, Glendale, Goodyear, Litchfield Park, Mesa, Peoria, Phoenix, Scottsdale, Surprise, Tempe and Tolleson; the towns of Carefree, Cave Creek, Fountain Hills, Guadalupe, Gilbert, Paradise Valley, Wickenburg and Youngtown and the unincorporated retirement communities of Sun City and Sun City West, along with several smaller communities.
The following table illustrates respective population statistics for the principal communities of the County, the County and the State.

### POPULATION STATISTICS

<table>
<thead>
<tr>
<th>Year</th>
<th>City of Phoenix</th>
<th>City of Mesa</th>
<th>City of Chandler</th>
<th>City of Glendale</th>
<th>City of Scottsdale</th>
<th>City of Tempe</th>
<th>Maricopa County</th>
<th>State of Arizona</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015 Estimate (a)</td>
<td>1,527,509</td>
<td>460,950</td>
<td>255,073</td>
<td>234,766</td>
<td>231,204</td>
<td>172,021</td>
<td>4,076,438</td>
<td>6,758,251</td>
</tr>
<tr>
<td>2010 Census</td>
<td>1,445,632</td>
<td>439,041</td>
<td>236,123</td>
<td>226,721</td>
<td>217,385</td>
<td>161,719</td>
<td>3,817,117</td>
<td>6,392,017</td>
</tr>
<tr>
<td>2000 Census</td>
<td>1,321,045</td>
<td>396,375</td>
<td>176,581</td>
<td>218,812</td>
<td>202,705</td>
<td>158,625</td>
<td>3,072,149</td>
<td>5,130,632</td>
</tr>
<tr>
<td>1990 Census</td>
<td>983,392</td>
<td>288,104</td>
<td>89,862</td>
<td>147,864</td>
<td>130,075</td>
<td>141,993</td>
<td>2,122,101</td>
<td>3,665,339</td>
</tr>
<tr>
<td>1980 Census</td>
<td>789,704</td>
<td>152,404</td>
<td>29,673</td>
<td>97,172</td>
<td>88,622</td>
<td>106,920</td>
<td>1,509,175</td>
<td>2,716,546</td>
</tr>
<tr>
<td>1970 Census</td>
<td>584,303</td>
<td>63,049</td>
<td>13,763</td>
<td>36,228</td>
<td>67,823</td>
<td>63,550</td>
<td>971,228</td>
<td>1,775,399</td>
</tr>
</tbody>
</table>

(a) Estimate as of July 1, 2015.

Source: Arizona Department of Commerce, Population Statistics Unit and the U.S. Census Bureau.

### Economy

The County’s economy is based on high technology manufacturing, light manufacturing and commercial activities (including construction and trade), tourism, government and agriculture. The table below illustrates the employment structure of the County.

### NON-AGRICULTURAL EMPLOYMENT STRUCTURE

**Maricopa County, Arizona**

<table>
<thead>
<tr>
<th>Sector</th>
<th>Percent of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mining and construction</td>
<td>5.5%</td>
</tr>
<tr>
<td>Manufacturing</td>
<td>6.1</td>
</tr>
<tr>
<td>Trade, transportation and utilities</td>
<td>19.7</td>
</tr>
<tr>
<td>Information</td>
<td>1.9</td>
</tr>
<tr>
<td>Financial activities</td>
<td>9.0</td>
</tr>
<tr>
<td>Professional and Business Services</td>
<td>17.0</td>
</tr>
<tr>
<td>Educational and Health Services</td>
<td>14.8</td>
</tr>
<tr>
<td>Leisure and Hospitality</td>
<td>10.8</td>
</tr>
<tr>
<td>Services and miscellaneous</td>
<td>3.6</td>
</tr>
<tr>
<td>Government</td>
<td>11.6</td>
</tr>
</tbody>
</table>

Total 100.0%

LABOR FORCE AND NONFARM EMPLOYMENT  
Maricopa County, Arizona

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Maricopa County (a)</th>
<th>State of Arizona (a)</th>
<th>United States of America</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>5.1%</td>
<td>6.1%</td>
<td>5.3%</td>
</tr>
<tr>
<td>2014</td>
<td>5.9</td>
<td>6.4</td>
<td>6.2</td>
</tr>
<tr>
<td>2013</td>
<td>6.6</td>
<td>7.9</td>
<td>7.4</td>
</tr>
<tr>
<td>2012</td>
<td>7.1</td>
<td>8.3</td>
<td>8.1</td>
</tr>
<tr>
<td>2011</td>
<td>8.4</td>
<td>9.4</td>
<td>8.9</td>
</tr>
</tbody>
</table>

(a) On February 29, 2012, the U.S. Department of Labor, Bureau of Labor Statistics, Local Area Unemployment Statistics program released 2011 annual average labor force estimates for census regions and divisions for all states. Data was revised back to January 2007 to incorporate new population controls, updated inputs, re-estimation of models and adjustment to new census division and national control totals. On April 20, 2012, routine revisions were made to data from 2007 through 2011 for geographic areas below the State level. For all areas, estimation inputs were revised back to 2010, while the revisions for 2007 through 2009 consisted of controlling to the new State totals described above.

Bank Deposits

The following table illustrates bank deposits for the County.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$76,889</td>
</tr>
<tr>
<td>2014</td>
<td>70,254</td>
</tr>
<tr>
<td>2013</td>
<td>65,486</td>
</tr>
<tr>
<td>2012</td>
<td>61,674</td>
</tr>
<tr>
<td>2011</td>
<td>60,049</td>
</tr>
</tbody>
</table>

Source: Federal Deposit Insurance Corporation.
APPENDIX F

FORM OF APPROVING LEGAL OPINION

[To be provided by Bond Counsel]
APPENDIX G

FORM OF CONTINUING DISCLOSURE CERTIFICATE

[To be provided by Bond Counsel]
BOOK-ENTRY-ONLY SYSTEM

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Securities Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants” and together with the Direct Participants, the “Participants”). DTC has Standard & Poor’s rating of: “AA+.” The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the
Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and Paying Agent and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payment of principal of and interest on the Bonds and the redemption price of any Bond will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the District or the Bond Registrar and Paying Agent, on payable date in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC, the Bond Registrar and Paying Agent or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal of and interest on the Bonds and the redemption price of any Bond will be made to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or Bond Registrar and Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Bond Registrar and Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC’s book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.
DATE FOR BOARD CONSIDERATION: March 7, 2016

ITEM: TO CONSIDER, AND DEEM ADVISABLE TO ADOPT A RESOLUTION AUTHORIZING A LEASE-PURCHASE AGREEMENT AND GROUND LEASE RELATING TO THE LEASE-PURCHASE FINANCING OF A NEW SCHOOL TO BE ACQUIRED, CONSTRUCTED, FURNISHED AND EQUIPPED WITHIN THE DISTRICT

SUBMITTED BY: Nate Bowler, Business Manager

RELEVANT/SUPPORTING DATA:

On Tuesday, January 5, 2016, the Governing Board held a Special Work Session regarding School Improvement Bonds and New School Financing Options. A resolution is needed to authorize the agreement for this type of financing. This agreement will allow the district to enter a lease purchase agreement for the new school. The agreement terms will be less than 10 years and the intent will be to use future bond sales to pay off the lease agreement early.

RECOMMENDATION:

It is recommended the Governing Board approve the resolution authorizing a lease-purchase agreement and ground lease relating to the lease purchase financing of a new school.

GOVERNING BOARD ACTION:

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<th>MOTION</th>
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RESOLUTION OF THE GOVERNING BOARD OF BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33 OF MARICOPA COUNTY, ARIZONA, RELATING TO THE LEASE-PURCHASE FINANCING OF CERTAIN PROPERTY; APPROVING THE EXECUTION AND DELIVERY OF A GROUND LEASE, A LEASE-PURCHASE AGREEMENT AND OTHER NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS; APPROVING THE EXECUTION AND DELIVERY OF LEASE-PURCHASE AGREEMENT TO PROVIDE THE NECESSARY FINANCING THEREFOR; DELEGATING TO THE SUPERINTENDENT OF THE DISTRICT THE AUTHORITY TO DESIGNATE THE FINAL PRINCIPAL AMOUNT, MATURITY DATES, INTEREST RATES AND PAYMENT DATES AND OTHER MATTERS WITH RESPECT TO SUCH LEASE-PURCHASE AGREEMENT AND TO ACCEPT A PROPOSAL FROM A BANK OR FINANCIAL INSTITUTION TO SERVE AS LESSEE UNDER SUCH GROUND LEASE AND TO SERVE AS LESSOR UNDER SUCH LEASE-PURCHASE AGREEMENT; APPROVING PREPARATION AND DISTRIBUTION OF A REQUEST FOR PROPOSALS FOR SUCH LESSOR AND AUTHORIZING THE PRESIDENT OF THE GOVERNING BOARD TO EXECUTE THE GROUND LEASE, LEASE-PURCHASE AGREEMENT AND RELATED DOCUMENTS; AND AUTHORIZING CERTAIN OTHER ACTIONS AND MATTERS IN CONNECTION THEREWITH

WHEREAS, Buckeye Elementary School District No. 33 of Maricopa County, Arizona, a school district duly created, organized and existing under the laws of the State of Arizona (hereinafter called the “District”), is authorized and empowered to make contracts to enable it to accomplish any of its purposes; and

WHEREAS, pursuant to Section 15-342(9), Arizona Revised Statutes, the District is authorized to enter into leases or lease-purchase agreements for school buildings or grounds, or both, as lessor or lessee, for periods of less than ten years, subject, unless an exception applies, to voter approval for construction of school buildings, and

WHEREAS, Section 15-342(25), Arizona Revised Statutes, provides that, notwithstanding the requirement for such voter approval, school buildings may be constructed without a vote of the school district electors of the building is totally financed from, among others, monies in the unrestricted capital outlay fund; and

WHEREAS, the Governing Board (the "Governing Board") of the District, upon due investigation and consideration, has found and determined that it is desirable and necessary to lease-purchase certain property and equipment consisting of a newly constructed K-8 school within the District (the “Project”) to be located near the southeast corner of Roeser Road and Apache Road, (the "Real Property") in Buckeye, Arizona; and

WHEREAS, in connection with the acquisition, construction, installation and financing, as applicable, of the Project, it is necessary that the District enter into a ground lease (the "Ground Lease") with respect to the Buckeye Elementary School site (during construction of the Project only) and the Real Property (collectively, the "Ground Leased Property") with a to-be-determined lessee (the “Lessee”) that will cause to be constructed thereon the Project for lease to

JTG:mma 2617222.2 2/26/2016 1
the District pursuant to a separate lease-purchase agreement (the "Lease-Purchase Agreement")
between the District and a to-be-determined lessor (together, with the Lessee, the “Lessor”); and

WHEREAS, the Governing Board has determined that it is in the best fiscal
interest of the District that financing therefor be undertaken through the execution and delivery of
the Lease-Purchase Agreement under which lease payments will be made by the District, and that
the District also approve and execute all required legal documents in connection with such
acquisition, construction, installation and financing; and

WHEREAS, with the assistance of Stifel, Nicolaus & Company, Inc., serving in
the capacity of and designated as the placement agent (hereinafter referred to as the “Placement
Agent”) and not acting as a municipal advisor as defined in the “Registration of Municipal
Advisors” rule promulgated by the United States Securities and Exchange Commission, on such
terms as may hereafter be approved by the District Superintendent or the Business Manager of the
District and pursuant to the Strategic Alliance of Volume Expenditures (SAVE) Cooperative
Response Proposal #C-007-1213, the District has prepared a Request for Proposals attached hereto
as Exhibit A (the “Request for Proposals”) to solicit interest from banks and/or financial
institutions to serve as Lessor; and

WHEREAS, the District has the general power and authority to enter into and
deliver the Ground Lease and the Lease-Purchase Agreement (collectively, the "District
Documents") and has determined that it is advantageous and in the public interest to approve the
execution and delivery of the District Documents in order to acquire, construct, install and finance
the Project; and

WHEREAS, payments paid by the Lessor to the District pursuant to the Ground
Lease and by the District to the Lessor pursuant to the Lease-Purchase Agreement will represent
the fair rental value of the associated leased property; and

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the
Governing Board for Buckeye Elementary School District No. 33 of Maricopa County, Arizona as
follows:

1. The President of the Governing Board and each member of the Governing
Board (each an "Authorized Officer") are each hereby authorized, empowered and directed, in the
name and on behalf of the District, to execute and deliver the District Documents in substantially
the forms presented at the meeting at which this Resolution was adopted and with such changes,
inserts and deletions as shall be approved by the Authorized Officer executing the same, the
execution and delivery thereof to evidence conclusively such approval.

2. From and after the execution and delivery of the District Documents in
definitive form by the District and the other parties thereto, as required, the officers, agents and
employees of the District are hereby authorized, empowered and directed to do all such acts and
things and to execute all such agreements, documents, instruments and certificates as may be
necessary to carry out and comply with the provisions thereof including the execution and delivery
of any other such document necessary in relation to the District Documents and the taking of any
action necessary with respect thereto.
3. The Superintendent of the District is hereby authorized and directed to distribute, or have distributed, the Request for Proposals and determine on behalf of the District: (1) the total principal amount of the Lease-Purchase Agreement (but not to exceed $14,000,000 in principal amount); (2) the payment schedule of the Lease-Purchase Agreement and the associated interest rate(s) resulting in a yield for federal income tax purposes of not to exceed five percent (5.0%); (3) the provisions for prepayment in advance of maturity of the Lease-Purchase Agreement; and (4) the bank or financial institution to serve as Lessor.

4. The Superintendent of the District and the Business Manager are each hereby designated and appointed as a Lessee Representative as defined in the Lease-Purchase Agreement. The President or any other member of the Board is authorized to execute in the name of and on behalf of the District any closing documents, certificates or other instruments or documents necessary or appropriate in connection with the transactions described in or contemplated by the District Documents and to do all acts and things as may be necessary or desirable to carry out the terms and intent of this Resolution and of any of the documents referred to herein.

5. After the execution and delivery to the Ground-Lessee/Lessor of the Lease-Purchase Agreement, this Resolution shall be and shall remain irrepealable until the Lease Payments and all other amounts required to be paid by the District pursuant to the provisions of the Lease-Purchase Agreement shall have been fully paid, cancelled and discharged or until the Lease-Purchase Agreement shall have been terminated pursuant to the respective provisions thereof.

6. All actions of the officers, agents and employees of the District which are in conformity with the purposes and intent of this Resolution be, and the same are hereby, in all respects, authorized, approved, ratified and confirmed.

7. If any section, paragraph, subdivision, sentence, clause or phrase of this Resolution is for any reason held to be illegal or unenforceable, such decision will not affect the validity of the remaining portions of this Resolution. The Governing 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 execution and delivery of the District Documents 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.

8. This Resolution shall take effect immediately upon its adoption.
PASSED, ADOPTED AND APPROVED by the Governing Board of Buckeye Elementary School District No. 33 of Maricopa County, Arizona, on March 7, 2016.

________________________________________
President
EXHIBIT A
Form of
Request for Proposals
BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33
OF MARICOPA COUNTY, ARIZONA

Request for Proposals for **Tax-Exempt** Lease-Purchase
(Capital Outlay Fund Annual Appropriation) Financing

*Proposed General Terms and Conditions*

<table>
<thead>
<tr>
<th>Terms/Definitions</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Obligor:</strong></td>
<td>Buckeye Elementary School District No. 33 of Maricopa County, Arizona (the “District”)</td>
</tr>
<tr>
<td><strong>Purpose:</strong></td>
<td>To finance the construction of an elementary school (the “Project”) and pay costs of issuance through a lease-purchase agreement (the “Lease-Purchase Agreement”).</td>
</tr>
<tr>
<td><strong>K-8 school</strong></td>
<td>Estimated Total Project Cost: $17,000,000</td>
</tr>
<tr>
<td></td>
<td>Estimated District Loan Amount: $12,000,000</td>
</tr>
<tr>
<td></td>
<td>Date of land acquisition:<strong>/</strong>/__</td>
</tr>
<tr>
<td></td>
<td>Size (acres): __ acres</td>
</tr>
<tr>
<td></td>
<td>Parcel numbers: _<strong>-</strong> and _<strong>-</strong></td>
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<tr>
<td><strong>Land:</strong></td>
<td>Land for the Project was donated to the District by Ironline Partners.</td>
</tr>
<tr>
<td><strong>Lease Amount:</strong></td>
<td>Approximately $12,000,000 to cover cost of the Project ($17,000,000) and costs of issuance; the District will fund balance of costs necessary for the Project from bond proceeds on hand and from School Improvement Bonds, Project of 2015, Series A (2016) to be issued in April 2016.</td>
</tr>
<tr>
<td><strong>Lease Term:</strong></td>
<td>Less than ten years</td>
</tr>
<tr>
<td><strong>Security:</strong></td>
<td>The entity submitting the successful proposal (the “Lessor”) will have a leasehold interest in the Buckeye Elementary School campus until completion of construction of the Project, when such leasehold interest will be converted to the Project site (the “Leased Property”) through a ground lease for the period of the Lease-Purchase Agreement.</td>
</tr>
<tr>
<td><strong>Source of Repayment:</strong></td>
<td>The Lease-Purchase Agreement will be paid from amounts budgeted from the District’s Unrestricted Capital Outlay Fund, subject to annual appropriation by the District’s Governing Board.</td>
</tr>
<tr>
<td><strong>Property Insured for:</strong></td>
<td>Any specific requirements for insurance on the Buckeye Elementary School campus or the Leased Property should be specified.</td>
</tr>
<tr>
<td><strong>Leasehold Title Insurance:</strong></td>
<td>Any specific requirements for title insurance on the Buckeye Elementary School campus or the Leased Property should be specified.</td>
</tr>
<tr>
<td><strong>Principal and Interest Payments:</strong></td>
<td>The District will consider proposals having fixed semi-annual interest beginning December 1, 2016 and every June 1 and December 1 thereafter and annual principal beginning December 1, 2020. See herein for proposed principal structure.</td>
</tr>
<tr>
<td><strong>Structure:</strong></td>
<td>It is the District’s preference that the Lessor provides the District a draw down facility (the “Facility”) in the amount of approximately $12,000,000 to pay Project and issuance costs. The full amount of the Facility is expected to be drawn down during construction of the Project. Each request for a draw shall be accompanied by the District’s written statement as to the use of the proceeds for such advance.</td>
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</table>
### Terms/Definitions

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<th>Description</th>
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<tr>
<td>Proposals with fixed interest rates as well as fixed interest rates with rate resets after 3, 4 or 5 years will be considered. Interest rate proposal may be based on a widely accepted or quoted interest rate index or security (e.g., prime rate, US Treasury security, etc.) subject to a rate lock executed before closing. Indicate maximum length of rate lock. Should closing be delayed beyond original rate lock time period, indicate willingness to extend rate lock and the cost and/or calculation needed for the new rate, if different than original rate. Interest is expected to be exempt from Arizona and federal income taxes. Proposals providing for reset or variable interest should indicate pricing index and fixed spread over the term of the Lease-Purchase Agreement. <strong>No interest will accrue on the Lease-Purchase Agreement until draws are made by the District on the Facility.</strong></td>
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### Bank Qualified:

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<th>No.</th>
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### Prepayment Terms:

Callable starting December 1, 2017 and any date thereafter at par plus accrued interest. Alternative prepayment terms may be proposed.

**Please note:** While not a pledge or obligation to make prepayments on the Lease with bond proceeds, the District anticipates to prepay all or portions of the Lease with bond proceeds from future issuances from the November 2015 $27,000,000 bond election authorization. Future bond issues of the District are dependent on an increase in the District's bonding capacity calculation. The District may elect to use portions or all of its future capacity to prepay the Lease.

### Credit Rating:

| No independent credit rating will be applied for. |

### Placement Agent:

Stifel contacts: Michael LaVallee, Managing Director / (602) 794-4008 / mlavallee@stifel.com or Sandra Park, Vice President / (602) 794-4010 / spark@stifel.com

### Special Counsel:

Gust Rosenfeld P.L.C. contact: Jim Giel, Esq. (602) 257-7495 / jgiel@gustlaw.com

### Legal Documents:

To be provided by Special Counsel. (Draft copies included in document links.) The finalized documents will reflect the terms of the financing as of closing.

### Additional Terms and Conditions:

Lessors submitting proposals are expected to submit specific terms, fees and conditions, including those deviating from this Term Sheet (e.g., placement agent, escrow agent, purchaser’s counsel, assignment expectations, etc.).

### Costs:

All costs will be payable from proceeds of the Lease-Purchase Agreement including amounts to reimburse the District for “out of pocket” expenses and fees of the Placement Agent and Special Counsel (contingent upon closing). Proposals will disclose all potential additional expenses to be paid by the District, whether contingent upon closing and whether to be procured by the District or lender (e.g., trustee, legal, paying agent, etc.). Legal services provided to Lessor for the Lease-Purchase should be from nationally recognized (“Red Book”) counsel. Please include estimated legal fees to be paid by District, if any.

### Estimated Closing:

| On or around May __, 2016 |

### Proposals Due:

To be submitted to the Placement Agent (Attn: Michael LaVallee, Managing Director) and to the District (Attn: Nate Bowler, Business Manager) by **April __, 2015 at 5:00 PM (MST)**. Electronic proposals are preferred. For Stifel: mlavallee@stifel.com and for the District: nbowler@besd33.org.

Proposals will disclose anticipated due diligence and credit approval procedures and timelines as well as expiration of any proposed terms, rates, costs and conditions. All communications regarding this RFP, including requests for additional District or project information, are to be directed to the Placement Agent until a proposal is awarded. Shortly upon receipt of the RFP, proposers are requested to indicate to the Placement Agent their intent to submit a proposal or their decision not to submit a proposal.

Joint proposals in response to this RFP will be considered by the District.
<table>
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<tr>
<th>Terms/Definitions</th>
<th>Description</th>
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<tbody>
<tr>
<td>Proposal Award:</td>
<td>Pursuant to this RFP, the District may select a lender(s) on a preliminary basis in order to negotiate terms, conditions, covenants and financing documentation in preparation for potential acceptance by the District. The District reserves the right to reject any or all proposals pursuant to this RFP and to pursue other funding options available.</td>
</tr>
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</table>

The Proposer acknowledges receipt and acceptance of the transaction documents pertaining to the financing.

Signed by:

________________

Title: __________________

Date: __________

[Return with proposal]
BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33 OF MARICOPA COUNTY, ARIZONA

Documents included in link: [Link to be included]

- District audited financial statements for Fiscal Years ended June 30, 2011 through and including June 30, 2014
- District Adopted Budget for Fiscal Year 2015/16
- District Information
- Demographic information for the City of Buckeye, Arizona and Maricopa County, Arizona
- FINANCING NOT RATED – General Obligation Rating Report from Moody’s (August 2014)
- Resolution
- Draft Lease-Purchase Agreement
- Draft Ground Lease
- [Maps of school site]
- Environmental Report
- Demographic Study

BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33
OF MARICOPA COUNTY, ARIZONA

PRELIMINARY MATURITY SCHEDULE
$12,000,000 (subject to change based on draw down)

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<td>945,000</td>
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<td>955,000</td>
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<td>1,015,000</td>
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<td>December 1, 2024</td>
<td>1,050,000</td>
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<td>June 1, 2025</td>
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<tr>
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<td>2,180,000</td>
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<tr>
<td></td>
<td>$ 12,000,000</td>
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7.553 Years Average Life
EXHIBIT B
Form of
Lease-Purchase Agreement
LEASE-PURCHASE AGREEMENT

by and between

_______________________________________________________,

as Lessor,

and

BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33
OF MARICOPA COUNTY, ARIZONA,

as Lessee

Dated as of ___________ 1, 2016
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* * *
LEASE-PURCHASE AGREEMENT

THIS LEASE-PURCHASE AGREEMENT, made and entered into as of _____________ 1, 2016 (hereinafter referred to as this “Lease-Purchase Agreement” or “Agreement”), by and between ________________________________________________, a ____________________ authorized to do business in the State of Arizona, as lessor (with its successors and assigns, hereinafter called “Lessor”), and Buckeye Elementary School District No. 33 of Maricopa County, Arizona, a school district duly created, organized and existing under the laws of the State of Arizona, as lessee (hereinafter called the “District”);

W I T N E S S E T H:

WHEREAS, it has been determined that it is necessary and desirable to acquire, construct, furnish and equip a K-8 school to be located near the southeast corner of Roeser Road and Apache Road in Buckeye, Arizona and pay delivery costs hereof (hereinafter called the “Project”); and

WHEREAS, pursuant to Section 15-342(9), Arizona Revised Statutes, the District is authorized to enter into leases or lease-purchase agreements for school buildings or grounds, or both as lessor or lessee, for periods of less than ten years, subject, unless an exception applies, to voter approval for construction of school buildings; and

WHEREAS, Section 15-342(25), Arizona Revised Statutes, provides that, notwithstanding the requirement for such voter approval, school buildings may be constructed without a vote of the school district electors if the building is totally financed from, among others, moneys in the unrestricted capital outlay fund; and

WHEREAS, it has been determined that in order to finance the Project at the lowest reasonable cost, it is necessary and desirable to lease-purchase certain land and the buildings thereupon, described in Exhibit A pursuant to this Lease-Purchase Agreement; and

WHEREAS, Lessor provided moneys to finance the Project as provided for in this Lease-Purchase Agreement and is lease-purchasing such land and the Project to the District pursuant to this Lease-Purchase Agreement;

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the above premises and of the mutual covenants herein contained and for other valuable consideration, the parties hereto agree that:
ARTICLE I
DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions. Unless the context otherwise requires and in addition to the terms described hereinabove, the terms defined in this Section shall, for all purposes of this Lease-Purchase Agreement, have the meanings herein specified.

“Bond Counsel” means any attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income under Section 103 of the Code.

“Closing Date” means ______________, 2016.

“Code” means, collectively, the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations promulgated with respect to applicable sections thereof.

“Cost(s) of the Project,” “Cost” or “Costs” means all costs and allowances which the District may properly pay or accrue for the Project and which, under generally accepted accounting principles, are chargeable to the capital account of the Project or could be so charged either with a proper election to capitalize such costs or, but for a proper election, to expense such costs, including (without limitation) the following costs:

(a) fees and expenses incurred in preparing the plans and specifications for the Project (including any preliminary study or planning or any aspect thereof); any labor, services, materials and supplies used or furnished in site improvement and construction; any equipment for the Project; and all real and tangible personal property deemed necessary by the District and acquired in connection with the Project;

(b) fees for architectural, engineering, supervisory and consulting services;

(c) acquisition costs of apparatus; and

(d) Delivery Costs.

“Delivery Costs” means the costs and expenses incurred in connection with consummation of the transactions provided by this Agreement.

“Determination of Taxability” means any determination, decision or decree by the Commissioner of Internal Revenue, or any District Director of Internal Revenue, or any court of competent jurisdiction, to the effect that an Event of Taxability shall have occurred; provided, however, that the District shall have the opportunity to take such remedial action necessary to restore the tax-exempt status of the interest component of the Lease Payments under this Lease-Purchase Agreement. A Determination of Taxability also shall be deemed to have occurred on the first to occur of the following:
(a) the date when the District files any statement, supplemental statement, or other tax schedule, return or document, which discloses that an Event of Taxability shall have occurred or

(b) the effective date of any federal legislation enacted after the date of this Lease-Purchase Agreement or promulgation of any income tax regulation or ruling by the Internal Revenue Service that causes an Event of Taxability after the date of this Lease-Purchase Agreement.

“Environmental Law” means any past, present or future federal, state, or local statutory or common law or any regulation, ordinance, code, plan, regulatory or court order, decree, permit, grant, restriction, policy or agreement issued, entered, promulgated or approved thereunder, relating to Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq. (“CERCLA”); the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq. (“RCRA”); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq. (“FWPCA”); the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq. (“HMTA”); the Safe Drinking Water Act, 42 U.S.C. § 300f, et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651, et seq.; the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. § 11001 et seq.; the National Environmental Policy Act, 42 U.S.C. § 4321, et seq.; the Atomic Energy Act, 42 U.S.C. § 2014, et seq.; the Endangered Species Act, 16 U.S.C. § 1531, et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Rivers and Harbors Act of 1899, 33 U.S.C. § 401 et seq.; the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. § 651 et seq.; and their state analogs, state counterparts, and other state laws, regulations, and statutes relating to protection of human health, safety or the environment, including those relating to (i) releases, discharges, emissions or disposals to air, water, land or ground water; (ii) the use, handling or disposal of polychlorinated biphenyls (PCB’s), asbestos, radon, lead paint or urea formaldehyde; (iii) the treatment, storage, transportation, refinement, disposal or management of Hazardous Substances (including virgin or used petroleum, crude oil, heating oil or any fraction thereof) and any other solid, liquid or gaseous substance, exposure to which is prohibited, limited or regulated by any environmental law, or may or could pose a hazard to the health and safety of the occupants of the Site; (iv) the exposure of persons to toxic, hazardous, or other controlled, prohibited or regulated substances; (v) the transportation, storage, disposal, management or release of gaseous or liquid substances; (vi) underground or aboveground storage tanks; (vii) any explosive or radioactive material; (viii) freshwater wetlands; (ix) radon gas; (x) endangered species; and (xi) Stachybotrys chartarum and other molds, and any rules, regulations, guidance, orders, injunctions, judgments, declarations, notices or demands promulgated or issued thereunder.

“Event of Taxability” means, with respect to this Lease-Purchase Agreement: (a) the application of the proceeds of the rental payment by Lessor pursuant to the Ground Lease in such manner that this Lease-Purchase Agreement becomes an “arbitrage bond” within the meaning of Code Sections 103(b)(2) and 148, and with the result that interest component of the Lease Payments is or becomes includable in a recipient’s gross income (as defined in Code Section 61); (b) if as the result of any act, failure to act or use of the proceeds of the rental
payment or any misrepresentation or inaccuracy in any of the representations, warranties or covenants contained in this Lease-Purchase Agreement or the Ground Lease by the District or the enactment of any federal legislation or the promulgation of any federal rule or regulation after the date of this Lease-Purchase Agreement, the interest component of the Lease Payments is or becomes includable in a recipient’s gross income (as defined in Tax Code Section 61) and (c) with respect to (a) and (b), the District does not undertake any remedial action afforded to it by the Internal Revenue Service.

“force majeure” means, without limitation, the following: acts of God; strikes; lockouts or other industrial disturbances; acts of public enemies; order or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of the District and not resulting from its negligence.

“Governmental Authority” means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other person with authority to bind a party at law.

“Ground Lease” means the Ground Lease of even date herewith by and between the District, as lessor, and Lessor, as lessee.

“Hazardous Substances” means any chemical, material or substance (a) listed, defined or regulated as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous waste,” “restricted hazardous waste,” “infectious waste,” or “toxic substances” or words of similar impact under any applicable Environmental Laws, including FWPCA, RCRA, CERCLA and HMTA, or otherwise classified as hazardous or toxic, in or pursuant to any Environmental Law; (b) the release of or the exposure to which is prohibited, limited or regulated by any Environmental Law or (c) that poses a hazard to health, safety or the environment. “Hazardous Substance” does not include (y) a substance regularly used in the cleaning and maintenance of the Site and that is a material referenced at 40 C.F.R. § 261.4(b)(1), the “household waste” exclusion under RCRA, but only if the quantity and manner of its use are customary and prudent and do not violate applicable law or (z) automotive motor oil in immaterial quantities, if leaked from vehicles in the ordinary course of the operation of the Site and cleaned up in accordance with reasonable property management procedures and in a manner that does not violate applicable law.

“Independent Counsel” means an attorney duly admitted to the practice of law before the highest court of the State, who is not an employee of Lessor or the District.

“Lease Payment” or “Lease Payments” mean any payment due from the District to Lessor under Article IV hereof.
“Lessee Representative” means each of the Superintendent and Business Manager of the District, or any other officer of the District specifically appointed to act as the Lessee Representative hereunder by the Governing Board of the District.

“Material Adverse Effect” means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business, facilities or operations of the District, (b) the ability of the District to carry out its business in the manner conducted as of the date of this Lease-Purchase Agreement or to meet or perform its obligations under this Lease-Purchase Agreement on a timely basis, (c) the validity or enforceability of this Lease-Purchase Agreement or (d) the exclusion of the interest component of the Lease Payments from gross income for federal income tax purposes or the exemption of such interest for State income tax purposes.

“Net Proceeds” means any insurance proceeds or condemnation award, paid with respect to the Site, remaining after payment therefrom of all expenses incurred in the collection thereof.

“Payment Date” means any date upon which any of the Lease Payments are due and payable.

“Permitted Encumbrances” means, as of any particular time: (i) liens for general ad valorem property taxes and assessments, if any, not delinquent, or which the District may, pursuant to provisions of Article V, permit to remain unpaid; (ii) the Ground Lease, this Agreement and any leases, sub leases and assignments which are made in accordance with the provisions hereof; (iii) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; and (iv) easements, rights-of-way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the date of this Agreement and are reflected on the title report issued by _________________ on ________________, 2016.

“Prepayment Price” means, as of any date of prepayment or provision for prepayment of the applicable principal components indicated in Exhibit B hereto, an amount equal to the principal components being prepaid plus the amount of interest accrued to the date of such prepayment on such amount plus, [if such date is prior to ________________, 20__, ___ percent (___%) of such amount, as calculated by Lessor and confirmed by the District on the basis of a 360-day year composed of 12 months of 30 days each.] “Prepayment Price” shall include all other amounts, costs and expenses for which the District is responsible hereunder.

“Regulations” means the Regulations referred to in the definition of “Code.”

“Site” means the approximately _____ acres of land described in Exhibit A hereto designated as “___________”, together with all easements and rights-of-way used in connection with the Site or the _____________ or as a means of access thereto.

“State” means the State of Arizona.

“Term” means the period commencing as of the date hereof and continuing until the end of the current fiscal period of the District, and thereafter for such additional fiscal periods
of the District as are necessary to complete the anticipated total term through and including June 30, 20__, unless terminated prior thereto, in accordance with Section 4.2.

SECTION 1.2 Exhibits. The exhibits hereto are by reference made a part of this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.1 Representations and Warranties of the District. The District represents and warrants as follows:

(a) the District is a school district of the State, duly created, organized and existing under the Constitution and laws of the State,

(b) the Constitution and the laws of the State authorize the District to enter into this Agreement and the Ground Lease and to enter into the transactions contemplated by, and to carry out its obligations under, the aforesaid agreements, and the District has duly authorized and executed the aforesaid agreements,

(c) neither the execution and delivery of this Agreement or the Ground Lease nor the fulfillment of or compliance with the terms and conditions hereof and thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Site, except Permitted Encumbrances,

(d) the District has budgeted and has available for the current fiscal period of the District sufficient moneys in the unrestricted capital outlay fund of the District to comply with its obligations hereunder,

(e) the District has an immediate need for, and expects to make immediate use of, the Site, which need is not temporary or expected to diminish in the foreseeable future,

(f) the Ground Lease and this Lease-Purchase Agreement are legal, valid and binding obligations of the District enforceable in accordance with their respective terms, except as such enforceability may be limited by (i) the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors’ rights generally, and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law),

(g) there are no circumstances presently affecting the District that could be reasonably expected to alter its foreseeable need for the Site and the
improvements thereon or adversely affect its ability or willingness to budget funds for the payment of the Lease Payments and other payments due hereunder,

(h) no consent or approval of any trustee or holder of any indebtedness of the District or of the voters of the District, and no consent, permission, authorization, order or license of, or filing or registration with, any Governmental Authority is necessary in connection with the execution and delivery of the Ground Lease and this Lease-Purchase Agreement, or the consummation of any transaction therein and herein contemplated, except as have been obtained or made and as are in full force and effect,

(i) there is no action, suit, proceeding, inquiry or investigation before or by any court or Governmental Authority pending or, to the knowledge of the District after reasonable investigation, threatened against or affecting the District or the assets, properties or operations of the District which, if determined adversely to the District or its interests, would have a Material Adverse Effect or which would materially and adversely affect the consummation of the transactions contemplated by, or the validity of, the Ground Lease and this Lease-Purchase Agreement, and the District is not in default with respect to any order or decree of any court or any order, regulation or demand of any Governmental Authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease-Purchase Agreement,

(j) the District is the owner in fee of title to the Site, and no lien or encumbrance on the Site materially impairs the District’s use of the Site or the improvements thereon for the purposes for which it is, or may reasonably be expected to be, held; and the District has disclosed all liens and encumbrances (including unrecorded liens and encumbrances) to Lessor,

(k) the Site and the improvements thereon will be used by the District only for the purpose of performing one or more governmental or proprietary functions of the District consistent with the permissible scope of the District’s authority, and the Site and the improvements thereon are essential to the District’s efficient and economic operations and the lease thereof for use by the District is in the best interest of the District,

(l) Except as otherwise disclosed in writing to Lessor, the Site is free of all Hazardous Substances, and the District is in full compliance with all applicable Environmental Laws and

(m) the Site is not located in a flood hazard area and has never been subject to material damage from flooding.

SECTION 2.2 Representations and Warranties of Lessor. Lessor represents and warrants as follows:

(a) Lessor is a division of a national banking association duly organized and validly existing under the laws of the United States of America and authorized to do business under the laws of the State with full corporate power to enter into this
Agreement and the Ground Lease; is possessed of full power to own and hold real and personal property and to lease and sell the same and has duly authorized the execution and delivery of the aforesaid agreements and

(b) neither the execution and delivery of this Lease-Purchase Agreement or the Ground Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Site, except Permitted Encumbrances.

ARTICLE III
DEPOSIT AND USE OF MONEYS

SECTION 3.1 Deposit of Moneys. On the Closing Date, Lessor caused $________________ to be paid to the District which is the par amount hereof [less a closing fee retained by Lessor of $____________].

SECTION 3.2 Use of Moneys. The District shall use the moneys so paid for payment or reimbursement of the Project Costs. Amounts remaining after completion of the Project shall be applied to pay the Lease Payments.

ARTICLE IV
AGREEMENT TO LEASE; TERMINATION OF THIS AGREEMENT; RIGHTS UPON TERMINATION; LEASE PAYMENTS

SECTION 4.1 Lease. Lessor hereby subleases the Site to the District, and the District hereby subleases the Site from Lessor for the Term, upon the terms and conditions set forth in this Agreement.

SECTION 4.2 Termination of this Agreement. The Term shall terminate upon the earliest of any of the following events:

(a) a default by the District and election of Lessor to terminate this Agreement under Article X;

(b) the payment by the District of all of the Lease Payments due during the Term or of the Prepayment Price together with all other amounts due and payable hereunder; or

(c) the failure of the District to obtain proper appropriation or approval of the full amount of moneys in the unrestricted capital outlay fund of the District necessary to
make the Lease Payments during any fiscal period of the District subsequent to the current fiscal period of the District which shall terminate all of the right, title and interest in and obligations of the District under this Agreement and to the Site, effective on the last day of the last fiscal period for which appropriation or approval was properly obtained, and for which the District shall furnish written notification to Lessor no less than 60 days prior to the effective date of any such termination. To the extent it may legally do so, the District hereby waives any right which it now has or which may be acquired or conferred upon it by any law or order of any court or other Governmental Authority to terminate this Agreement or its obligations hereunder, except in accordance with the express provisions hereof.

SECTION 4.3 Lease Payments; Lease Payments to Be Unconditional; Discharge.

(a) Subject to the provisions of Section 4.2 and Article VIII hereof, the District shall pay to Lessor as rental for the occupancy of the Site, the Lease Payments (denominated into components of principal due on each indicated Payment Date in the respective amounts specified in Exhibit B hereto and of interest as described in the next sentence due on __________ 1, 20__, and __________ 1, 20__, and then each indicated Payment Date specified in Exhibit B hereto). Interest shall be due on the total of the principal remaining unpaid or unprovided for on __________ 1, 20__, and __________ 1, 20__, and then each indicated Payment Date in Exhibit B hereto, computed on the basis of twelve 30-day months and a 360-day year as follows:

[insert interest rate provision]

In the event the District should fail to make any of the payments required in this Section within 10 days of the respective Payment Dates, the payment in default shall continue as an obligation of the District until the amount in default shall have been fully paid, and the District shall pay the same with interest thereon, to the extent permitted by law, from the date of default to the date of payment at the rate of interest then in effect plus three percent (3%) per annum.

(b) Subject to the provisions of Section 4.2, the obligation of the District to pay the Lease Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional. Notwithstanding any dispute between the District and Lessor or any other person, the District shall pay the Lease Payments when due and shall not withhold the Lease Payments pending final resolution of such dispute nor shall the District assert any right of set-off or counterclaim against its obligation to pay the Lease Payments. The obligation of the District to pay the Lease Payments shall not be abated for any reason, including through accident or unforeseen circumstances. The District shall not suspend or discontinue payment of the Lease Payments for which an appropriation has been made from moneys in the unrestricted capital outlay fund of the District and, except for a failure to appropriate, shall not terminate this Agreement for any cause, including, without limiting the foregoing, any acts or circumstances that may constitute destruction of or damage to the Site, commercial frustration of purpose or any failure of Lessor to perform and observe any
agreement whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease-Purchase Agreement.

(c) Each of the Lease Payments, except the Lease Payment due ______________ 1, 2016, shall be for the use of the Site and the improvements thereon for six months. The Lease Payment due on ______________ 1, 2016, shall constitute payment in full by the District for the use of the Site and the improvements thereon from the date hereof to such date.

(d) The Lease Payments coming due and payable during each such six-month period constitute the total rental for the Site and the improvements thereon for such period and will be paid by the District in each such period for and in consideration of the right of the use and occupancy of, and the continued quiet use and enjoyment of the Site and the improvements thereon during each such period. The total of the Lease Payments due during each such period are not in excess of the fair rental value of the Site and the improvements thereon during such periods.

(e) None of the provisions contained herein shall be deemed to represent or to constitute indebtedness or a general obligation of the District, and the full faith and credit of the District is not pledged to the payment of the Lease Payments. This Lease-Purchase Agreement, and all of the Lease Payments to be made hereunder, shall be subject to annual appropriation by the Governing Board of the District from moneys in the unrestricted capital outlay fund of the District. No part of the Lease Payments and other payments payable pursuant hereto shall be payable out of any ad valorem property taxes imposed by the District for its general obligation bonds. The payment of the Lease Payments from ad valorem property taxes (other than those imposed by the District for its general obligation bonds) shall be at the sole option of the District and shall not constitute a pledge of the general taxing power of the District; provided, further, ad valorem property taxes and other District moneys shall not be used for the Lease Payments unless the same shall have been duly appropriated by the District according to law from moneys in the unrestricted capital outlay fund of the District.

(f) All of the Lease Payments received shall be applied first to the interest components of the Lease Payments due hereunder, then to the principal components of the Lease Payments due hereunder, but no such application of any payments that are less than the total rental due and owing shall be deemed a waiver of any default hereunder.

(g) Notwithstanding any other provision hereof, the District may on any date secure the payment of all of the Lease Payments to become due and payable including by exercising the prepayment provisions of Section 8.1 (i) by depositing under an escrow or depository trust agreement, in trust, at or before maturity, noncallable direct obligations of the United States of America which are fully sufficient to pay all of the Lease Payments when due at or before their respective Payment Dates or (ii) by depositing, in trust, under an escrow or depository trust agreement, noncallable direct obligations of the United States of America in such amount as shall be certified by a national firm of certified public accountants acceptable to Lessor and the District as being fully sufficient, together with the interest to accrue thereon, to pay and discharge all of the Lease
Payments at or before their respective Payment Dates. In the event of a deposit pursuant to this subsection, all obligations of the District under this Agreement, and all security provided by this Agreement for said obligations, shall cease and terminate, excepting only the obligations of the District to make, or cause to be made, the Lease Payments and all other amounts due and payable hereunder from the deposit made by the District pursuant to this Section.

(h) Upon the occurrence of a Determination of Taxability, with respect to this Lease-Purchase Agreement, the District shall, with respect to future payments of the Lease Payments, begin making the Lease Payments calculated at the Gross Up Rate, but in no event shall the present value of such Lease Payments at the Gross Up Rate exceed the fair rental value of the Site and the improvements thereon. In addition, the District shall pay immediately upon demand a payment which shall be considered for all purposes hereof as a Lease Payment to Lessor sufficient to indemnify Lessor and to supplement prior Lease Payments with respect to such obligation to the Gross Up Rate.

SECTION 4.4 Possession and Enjoyment. Lessor shall provide the District with quiet use and enjoyment of the Site, and the District shall peaceably and quietly have and hold and enjoy the Site, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. Lessor shall, at the request and cost of the District, join in any legal action in which the District asserts its right to such possession and enjoyment to the extent Lessor may lawfully do so. Lessor shall have the right to inspect the Site as provided in Section 7.2.

SECTION 4.5 Title to the Site; Effect of Payment or Provision Thereof.

(a) Title to the Site shall be retained by the District, subject to the Ground Lease.

(b) If the District has paid all of the Lease Payments or the Prepayment Price with respect to all of the Lease Payments or provided for such payment or prepayment pursuant to Section 4.3(g), Lessor shall deliver to the District any and all certificates, releases, bills of sale or deeds necessary to vest unencumbered title to the Site in the District and shall in such regard authorize, execute and deliver to the District a release of any and all liens created under the provisions of this Agreement and the Ground Lease. Lessor shall defend and eliminate any claims adverse to the title to the Site, and save and hold the District harmless therefrom; provided, however, that obligations of Lessor under this sentence shall not extend to claims arising out of actions by the District or persons asserting claims under it.

SECTION 4.6 Effect of Termination. Upon termination of this Agreement pursuant to Section 4.2(a) or (c) hereof and as provided in Section 10.2, the District shall transfer possession of the Site to Lessor. If the District fails to so transfer possession of the Site to Lessor as provided in this Section on or before the date of termination of this Agreement, the District shall pay to Lessor upon demand, for the hold-over period, a portion of the total payment for the applicable period, prorated from the date of termination of this Agreement to the date the District transfers such possession of the Site to Lessor.
ARTICLE V
MAINTENANCE; TAXES; INSURANCE;
AND OTHER MATTERS

SECTION 5.1 Maintenance and Modification by the District. The District shall, at its own expense, maintain, preserve and keep the Site and the improvements thereon in good repair and condition and shall from time to time make all repairs and improvements necessary to keep the Site and the improvements thereon in such condition. Lessor shall have no responsibility for any of these repairs or improvements. (The District shall not permit any mechanics or other lien to be established or remain against the Site for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by the District; provided that if any such lien is established and the District shall first notify Lessor of the intention of the District to do so, the District may in good faith contest any lien filed or established and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide Lessor with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to Lessor. Lessor shall cooperate fully with the District in any such context, upon the request and at the expense of the District.)

SECTION 5.2 Taxes, Other Governmental Charges and Utility Charges.

(a) The District shall occupy and operate the Site for authorized governmental or proprietary functions, and for this reason, it is contemplated that taxes will not be assessed against the Site. However, in the event taxes are assessed against the Site, the District shall pay all property and excise taxes and other charges of any kind whatsoever which are at any time lawfully assessed or levied against all or any part of the Site, or which become due with respect thereto.

(b) The District shall pay all taxes, assessments, however designated, and governmental charges of any kind whatsoever that may at any time be lawfully levied or assessed against or with respect to the Lease Payments, this Agreement, the Site, or the use or the operation thereof, including but not limited to any taxes, assessments and governmental charges paid or payable by Lessor in respect to the foregoing, exclusive of franchise taxes and taxes measured by the net income of Lessor. Without limiting the generality of the foregoing, unless otherwise requested by Lessor, the District shall, on Lessor’s behalf and in Lessor’s name, pay all transaction privilege taxes to the proper State authorities; failing such request, the District shall pay an amount equal to such taxes to Lessor as determined to be owed by the applicable taxing authority or under guidance published by such authority.

(c) The District shall also pay when due all gas, water, sewer, steam, electricity, heat, power, telephone and other utility charges incurred in the operation, maintenance, use, occupancy and upkeep of the Site and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Site; provided that with respect to special assessments or other
governmental charges that may lawfully be paid in installments over a period of years, the District shall be obligated to pay only such installments as are required to be paid during the Term, as and when the same become due. The District shall not be required to pay any federal, State or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any real estate or other tax upon property.

(d) The District may, at the District’s expense and in the District’s name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, unless Lessor shall notify the District that, in the opinion of Independent Counsel, by nonpayment of any such items, the interest of Lessor in the Site will be materially endangered or the Site or any part thereof shall be subject to loss or forfeiture, in which event the District shall promptly pay such taxes, assessments or charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor.

SECTION 5.3 Liability Insurance; Indemnification.

(a) To the extent that the District may be liable for injuries to or death of any person, or damage or loss of any property, the District shall take such measures as may be necessary to insure that any such liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Site or any part thereof, is covered by a general liability policy or the blanket general liability insurance policy required to be maintained by the District hereunder. The District shall maintain general liability insurance against liabilities for injury to or death of any person or damage to or loss of property arising out of or in any way relating to the Site, or any part thereof, in amounts not less than $1,000,000 for personal injury to or death of any one person, $3,000,000 for all injuries and death resulting from any one accident, and $1,000,000 for property damage in any one occurrence. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds may be paid. It is understood that this insurance covers any and all liability of the District and its officers, employees and agents.

(b) The District shall, to the extent permitted by applicable law, indemnify Lessor for, from and against any loss, damage or expense incurred, paid or suffered by Lessor as a result of any suit or claim of a nature covered by such insurance.

SECTION 5.4 Other Insurance. The District shall assume the risk of loss and shall procure and maintain continuously in effect, with respect to the Site, all-risk and flood insurance, if, in the opinion of the District, such flood insurance is available at reasonable cost, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed. Any policy, rider or endorsement evidencing insurance required in this paragraph shall be carried
in the names of the District and Lessor. Such insurance may be written with deductible amounts
of $25,000.

SECTION 5.5 Requirements for All Insurance. All insurance policies required by
this Article shall be taken out and maintained with responsible insurance companies organized
under the laws of one of the states of the United States and qualified to do business in the State;
shall contain a provision that the insurer shall not cancel or revise coverage thereunder without
giving written notice to both parties at least ten (10) days before the cancellation or revision
becomes effective and shall name the District and Lessor as insured parties. Before the
expiration of any such policy, the District shall furnish to Lessor evidence that the policy has
been renewed or replaced by another policy conforming to the provisions of this Article, unless
such insurance is no longer obtainable, in which event, the District shall notify Lessor of this
fact.

SECTION 5.6 Advances. If the District shall fail to perform any of its obligations
under this Article, Lessor may, but shall not be obligated to, take such action as may be
necessary to cure such failure, including the advancement of money, and the District shall be
obligated to repay all such advances as soon as possible, with interest at the rate of five percent
(5%) per annum from the date of the advance to the date of repayment.

SECTION 5.7 Transfers of and Liens and Encumbrances Against the Site. The
District shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage,
pledge, lien, charge, encumbrance or claim on or with respect to, or rent, sublet (except as
provided herein), pledge, loan, mortgage or attempt in any manner to dispose of, the Site, other
than the respective rights of Lessor and the District as herein provided and Permitted
Encumbrances. Except as expressly provided in this Article, the District shall promptly, at its
own expense, take such action as may be necessary to duly discharge or remove any such
mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same
shall arise at any time. The District shall reimburse Lessor for any expense incurred by it in
order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

SECTION 5.8 Loss or Damage. The District shall bear the entire risk of loss, theft,
destruction, damage or disrepair of the improvements on the Site or any part thereof for any
cause whatsoever. No such loss, theft, destruction, damage or disrepair to such improvements
shall relieve the District of the obligation to pay the Lease Payments or from any other obligation
under this Agreement. In the event of any of the foregoing, unless the District shall have elected
to exercise its option pursuant to Article VIII, the District shall repair the improvements,
restoring them to their previous condition. There shall be applied for such purpose, or if the
District exercises its option pursuant to Article VIII, as much as may be necessary of any Net
Proceeds resulting from claims for such losses as well as any additional moneys of the District
necessary and legally available therefor.

SECTION 5.9 Providing Budgets and Audits. The District shall provide notice to
Lessor when the budget of the District for the next fiscal period of the District and the audited
financial statements of the District for the preceding fiscal period of the District are available on
the website of the District. The former shall be available within 30 days after the beginning of
such fiscal period of the District, and the latter shall be available within 210 days of the end of
such fiscal period of the District. Upon request and to the extent available, the District shall provide unaudited financial statements to Lessor for any fiscal period of the District for which audited financial statements are not yet available. The District hereby agrees to provide Lessor with such other information as Lessor may reasonably request from time to time.

SECTION 5.10 Environmental Covenants.

(a) The District will comply with all applicable Environmental Laws with respect to the Site and will not use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Site.

(b) The District will transmit copies of all notices, orders, or statements received from any governmental entity concerning violations or asserted violations of applicable Environmental Laws with respect to the Site and any operations conducted thereon or any conditions existing thereon to Lessor, and the District will notify Lessor in writing immediately of any release, discharge, spill or deposit of any Hazardous Substance that has occurred or is occurring that in any way affects or threatens to affect the Site, or the people, structures or other property thereon, provided that no such notification shall create any liability or obligation on the part of Lessor.

(c) The District will permit Lessor, its agents, or any experts designated by Lessor to have full access to the Site during reasonable business hours for purposes of such independent investigation of compliance with all applicable Environmental Laws, provided that Lessor has no obligation to do so, or any liability for any failure to do so, or any liability should it do so.

SECTION 5.11 Minimum Balance; School Plant (Sale) Fund. $______________ is credited currently to the “School Plant (Sale) Fund (506)” of the District. Through the fiscal year ending June 30, 20__, the amount in such fund may be expended during each such fiscal year as legally permitted, and the District, to the extent it can do so pursuant to applicable law, agrees, to the extent of legally available funds to do so, to budget as of July 1 of the next fiscal year a minimum balance of $___________ in such fund. The District shall immediately notify Lessor if the amount budgeted at the beginning of any fiscal year through June 30, 20__, for the “School Plant (Sale) Fund (506)” of the District is less than $___________, and if such event occurs before _____________ 1, 20__, and to the extent the failure to enforce said covenant is enforceable against the District, such failure shall be considered an event of default, subject to any applicable cure period, under Section 10.1 hereof.

ARTICLE VI

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

SECTION 6.1 Damage, Destruction and Condemnation. If, prior to the termination of this Agreement (i) the improvements on the Site are destroyed (in whole or in part) or are damaged by fire or other casualty or (ii) title to or the temporary use of the Site or the interest of
the District in the Site shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under Governmental Authority or sale in lieu of either, then the District shall have the rights with respect to the Net Proceeds specified in this Article, but only if the District undertakes to use such proceeds for the repair or replacement of the Site.

SECTION 6.2 Application of Net Proceeds. The Net Proceeds of any insurance or condemnation award resulting from any event described in Section 6.1 shall be applied as provided in this Section. If the District determines that the repair or replacement of the improvements on the Site is economically or practicably feasible, then all of the Net Proceeds shall be applied to the prompt repair, restoration, modification and improvement or replacement of the improvements on the Site by the District. Any remaining balance of the Net Proceeds shall be paid to the District.

SECTION 6.3 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of the repair or replacement of the improvements on the Site in accordance with Section 6.2, subject to the allocation of other funds that are lawfully available, the District shall either: (a) complete the work or replacement and pay any cost in excess of the amount of the Net Proceeds, with the understanding that the District shall not be entitled to any reimbursement from Lessor for any such amounts expended nor any diminution of the Lease Payments due with respect to the Site or (b) exercise its option in accordance with Article VIII, in which event the Net Proceeds shall be used therefor.

SECTION 6.4 Cooperation of Lessor. Lessor shall cooperate fully with the District, at the expense of the District, in filing any proof of loss with respect to any insurance policy covering the casualties described in Section 6.1 and in the defense of any prospective or pending condemnation proceeding with respect to the Site, or any part thereof and shall, to the extent it may lawfully do so, permit the District to litigate in any proceeding resulting therefrom in the name of and on behalf of Lessor. In no event shall Lessor voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim or any prospective or pending condemnation proceeding with respect to the Site or any part thereof without the written consent of the District.

ARTICLE VII

DISCLAIMER OF WARRANTIES; ACCESS

SECTION 7.1 Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the District of the Site or any part thereof or any other representation or warranty with respect to the Site. In no event shall Lessor be liable for incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or for the existence, furnishing, functioning or use by the District of the Site.
SECTION 7.2  Lessor’s Access.

(a)  Lessor shall have the right at all reasonable times to enter upon the Site and to examine and inspect the Site. Lessor shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site in the event of failure by the District to perform its obligations hereunder.

(b)  The District shall comply with all laws, regulations and ordinances relating to, and shall provide all permits and licenses necessary for, the use or maintenance of the Site.

ARTICLE VIII

PURCHASE OPTION, EXERCISE OF OPTION AND RELEASE OF LESSOR’S INTEREST

SECTION 8.1  Purchase Option.  The District shall have the option to purchase the leasehold on the Site in whole or in part on any date by paying or providing for payment of the Prepayment Price, but only if it is not in default under Section 10.1(a)(i) or (ii) of this Agreement. Notwithstanding the preceding sentence, the District shall also have the option to purchase the leasehold on the Site on any date by paying, as of any date before payment or provision for payment of the applicable principal components indicated in Exhibit B hereto, an amount equal to the principal components being prepaid plus the amount of interest accrued to the date of such prepayment on such amount, as calculated by Lessor and confirmed by the District on the basis of a 360-day year composed of 12 months of 30 days each, upon the occurrence of any of the following events:

(i)  All or part of the Site is taken through the power of eminent domain or is sold in lieu thereof, or

(ii)  All or part of the improvements on the Site are damaged or destroyed.

All fees and other prepaid charges are earned fully as of the date hereof and will not be subject to refund, except as required by law. Subject to any prepayment fee, and other conditions provided herein, the District may pay all or a portion of the amount owed hereunder before it is due. Prepayment in full shall consist of payment of the remaining unpaid principal components of the Lease Payments together with all accrued and unpaid interest and all other amounts, costs and expenses for which the District is responsible hereunder or under any other agreement with Lessor pertaining to the Lease Payments before such amounts are due together with any prepayment fee. Prepayment in part shall consist of payment of any portion of the unpaid principal components of the Lease Payments before it is due together with any prepayment fee.

SECTION 8.2  Exercise of Option.  The District shall give Lessor notice of its intention to exercise its option not less than sixty (60) days in advance of the date of exercise and, unless amounts for such purpose are deposited pursuant to Section 4.3(g), shall deposit with Lessor on the date of exercise an amount equal to the necessary amount for such prepayment. If
the District exercises its option to purchase the leasehold in the Site pursuant to this Article, the amount to be paid by the District under this Section shall be reduced by any Net Proceeds to be applied to the amount to be so paid by the District in accordance with Section 6.2.

SECTION 8.3 Release of Lessor’s Interest. Upon exercise of the option granted by this Article by the District, Lessor shall transfer and convey all of the right, title and interest of Lessor in the Site to the District by delivery of all necessary documents.

ARTICLE IX
 ASSIGNMENT AND SUBLEASING; INDEMNIFICATION

SECTION 9.1 Assignment by Lessor.

(a) The rights of Lessor under this Agreement, including the right to receive and to enforce payment of the Lease Payments to be made by the District under this Agreement, may be assigned at any time with the consent of the District.

(b) No assignment or reassignment of any of the right, title or interest of Lessor in this Agreement shall be effective unless and until the District shall have received a duplicate original counterpart of the document by which the assignment or reassignment is made, disclosing the name and address of each such assignee.

(c) The District shall keep a complete and accurate record of all such assignments in form necessary to comply with the provisions of section 149(a) of the Code.

SECTION 9.2 Assignment and Subleasing by the District.

(a) This Agreement may not be assigned by the District without the written consent of Lessor.

(b) The Site or any portion thereof may be further subleased by the District, without the consent of Lessor, subject to all of the following conditions:

(i) this Agreement and the obligation of the District to make the Lease Payments hereunder shall remain obligations of the District;

(ii) the sublessee shall assume the obligations of the District hereunder to the extent of the interest subleased;

(iii) no sublease by the District shall cause the Site to be used for a purpose other than a governmental or proprietary function authorized under the provisions of the Constitution and laws of the State and
(iv) no sublease shall cause the interest component of the Lease Payments to become includible in gross income for purposes of federal income taxation.

SECTION 9.3 Release and Indemnification Covenants. The District shall, to the extent permitted by applicable law, indemnify and save Lessor, its directors, officers, agents and employees harmless for, from and against all claims, losses and damages, including legal fees and expenses, arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on, the Site by the District, (ii) any breach or default on the part of the District in the performance of any of its obligations under this Agreement, (iii) any act or negligence of the District or of any of its agents, contractors, servants, employees or licensees with respect to the Site, (iv) any act or negligence of any assignee or sublessee of the District or of any agents, contractors, servants, employees or licensees of any assignee or sublessee or the District with respect to the Site, (v) the acquisition, construction, improvement and equipping of the Site, (vi) the clean-up of any Hazardous Substances or toxic wastes from the Site or (vii) any claim alleging violation of any applicable Environmental Laws, or the authorization of payment of the costs thereof. No indemnification is made under this Section or elsewhere in this Agreement for willful misconduct or gross negligence under this Agreement by Lessor, or its officers, agents, employees, successors or assigns. The indemnification hereunder shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Term for any reason. The District and Lessor shall promptly give notice to each other and Lessor of any claim or liability hereby indemnified against following learning thereof.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

SECTION 10.1 Events of Default Defined.

(a) The following shall be “events of default” under this Agreement and the terms “events of default” and “default” shall mean, whenever they are used in this Agreement, with respect to the Site, any one or more of the following events and with respect to each of which the District shall furnish written notification to Lessor:

(i) Failure by the District to pay any of the Lease Payments for which amounts have been appropriated to be paid hereunder from moneys in the unrestricted capital outlay fund of the District at the time specified herein;

(ii) Failure by the District to pay any other payment required to be paid hereunder at the time specified herein and the continuation of said failure for a period of seven (7) business days after written notice given by Lessor that the payment referred to in such notice has not been received;

(iii) Failure by the District to observe and to perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clauses (i) and (ii) of this Section, for a period of thirty (30) days
after written notice specifying such failure and requesting that it be remedied has been given to the District by Lessor; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the District within the applicable period and diligently pursued until the default is corrected and

(iv) The filing by the District of a voluntary petition in bankruptcy or failure by the District to promptly lift any execution, garnishment or attachment, or adjudication of the District as a bankrupt, or assignment by the District for the benefit of creditors, or the entry by the District into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of the federal bankruptcy statutes (11 U.S.C. §§101-1532), as amended, or under any similar acts which may hereafter be enacted.

(v) Any statement, representation or warranty made in writing by the District in or pursuant to this Agreement or its execution, delivery or performance shall have been false, incorrect, misleading or breached in any material respect on the date when made.

During the Term, the District shall provide to Lessor immediate notice by telephone, promptly confirmed in writing, of any event, action or failure to take any action which constitutes an event of default under this Lease-Purchase Agreement, together with a detailed statement by a District representative of the steps being taken by the District to cure the effect of such event of default.

(b) With regard to this Section and to Section 10.2 hereof, if by reason of force majeure the District is unable, in whole or in part, to carry out its obligations under this Agreement with respect to the Site, other than its obligation to pay the Lease Payments, the District shall not be deemed in default during the continuance of such inability. The District shall, however, remedy, to the extent that it is legally able and with all reasonable dispatch, the cause or causes preventing the District from carrying out its agreement; provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the District, and the District shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the District, unfavorable to the District.

SECTION 10.2 Remedies on Default and Non-Appropriation. Upon the occurrence and continuance of any event of default specified in Section 10.1 or in the event this Agreement is terminated pursuant to Section 4.2(c), Lessor may proceed to, at its option:

(a) Terminate this Agreement and re-lease all or any portion of the Site, subject to the Ground Lease. If Lessor terminates this Lease-Purchase Agreement (and notwithstanding any re-entry upon the Site by Lessor in any manner whatsoever or the re-leasing of the Site), the District shall pay to Lessor all costs, loss or damages howsoever
arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of the Lease Payments, including, if as a result of any event of default specified in Section 10.1, any deficiency arising out of the re-leaseing of the Site, or, if Lessor is unable to re-lease the Site, then for the full amount of all Lease Payments due under this Agreement. Any surplus received by Lessor from such re-leaseing shall be applied by Lessor to the Lease Payments due under this Agreement. Neither notice to pay rent or to deliver up possession of the premises given under law nor any proceeding in unlawful detainer taken by Lessor shall of itself operate to terminate this Agreement, and no termination of this Agreement shall be or become effective by operation of law, or otherwise, unless and until Lessor shall have given written notice to the District of the election on the part of Lessor to terminate this Agreement. No surrender of the Site or of the remainder of the Term hereof or any termination of this Agreement shall be valid in any manner or for any purpose whatsoever unless stated or accepted by Lessor by such written notice.

(b) Take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the lessor of the Site.

If Lessor does not elect to terminate this Agreement in the manner provided for in subparagraph (a) above, the District shall remain liable for the full amount of all of the Lease Payments to the end of the Term only at the same time and in the same manner as hereinabove provided for the payment of the Lease Payments hereunder, notwithstanding such entry or re-entry by Lessor or any suit in unlawful detainer, or otherwise, brought by Lessor for the purpose of effecting such re-entry or obtaining possession of the Site or the exercise of any other remedy by Lessor. The District hereby irrevocably appoints Lessor as the agent and attorney-in-fact of the District to enter upon and re-lease the Site upon the occurrence and continuation of an event of default and to remove all personal property whatsoever situated upon the Site, to place such property in storage or other suitable place in Maricopa County, Arizona, for the account of and at the expense of the District, and the District shall, to the extent permitted by applicable law, save Lessor harmless for, from and against any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leaseing of the Site and the removal and storage by Lessor or its duly authorized agents in accordance with the provisions herein contained. The terms of this Agreement constitute full and sufficient notice of the right of Lessor to re-lease the Site in the event of such re-entry without effecting a surrender of this Agreement, and no acts of Lessor in effecting such re-leaseing shall constitute a surrender or termination of this Agreement irrespective of the term for which such re-leaseing is made or the terms and conditions of such re-leaseing, or otherwise.

SECTION 10.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient in order to entitle Lessor to exercise any remedy reserved to it by this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.
SECTION 10.4 Agreement to Pay Attorneys’ Fees and Expenses. In the event either party to this Agreement should default under any of the provisions hereof and the nondefaulting party should bring suit and employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party shall, on demand therefor and to the extent permitted by applicable law, pay to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party in the litigation of such suit.

SECTION 10.5 No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XI
FEDERAL TAX LAW PROVISIONS

SECTION 11.1 Covenants with Respect to Code.

(a) The District will not make or direct the making of any investment or other use of the proceeds of this Agreement which would cause this Agreement to be an “arbitrage bond” as that term is defined in section 148 (or any successor provision thereto) of the Code or a “private activity bond” as that term is defined in section 141 (or any successor provision thereto) of the Code, and the District will comply with the requirements of the Code sections and related Regulations throughout the Term. (Particularly, the District shall be the owner of the Site for federal income tax purposes. The District shall not enter into any management or service contract with any entity other than a governmental entity for the operation of any portion of the Site unless the management or service contract complies with the requirements of Revenue Procedure 97-13 or such other authority as may control at the time or any lease or other arrangement with any entity other than a governmental entity that gives such entity special legal entitlements with respect to any portion of the Site.) Also, the payment of principal and interest with respect to this Agreement shall not be guaranteed (in whole or in part) by the United States or any agency or instrumentality of the United States. The proceeds of this Agreement, or amounts treated as proceeds of this Agreement, shall not be invested (directly or indirectly) in federally insured deposits or accounts, except to the extent such proceeds may be so invested for an initial temporary period until needed for the purpose for which this Agreement is being executed and delivered, may be so used in making investments in a bona fide debt service fund or may be invested in obligations issued by the United States Treasury.

(b) (i) The District shall take all necessary and desirable steps, as determined by the Board of Directors thereof, to comply with the requirements hereunder in order to ensure that interest on this Agreement is excluded from gross income for federal income tax purposes under the Code; provided, however,
compliance with any such requirement shall not be required in the event the District receives an opinion of Bond Counsel selected by the District that either (i) compliance with such requirement is not required to maintain the exclusion from gross income of interest on this Agreement, or (ii) compliance with some other requirement will meet the requirements of the Code. In the event the District receives such opinion, this Agreement shall be amended to conform to the requirements set forth in such opinion. (In consideration of the purchase and acceptance of this Agreement by Lessor and of retaining such exclusion and as authorized by Title 35, Chapter 3, Article 7, Arizona Revised Statutes, the District covenants, and the appropriate officials of the District are hereby directed, to take all action required or to refrain from taking any action prohibited by the Code which would adversely affect in any respect such exclusion.)

(ii) If for any reason any requirement hereunder is not complied with, the District shall take all necessary and desirable steps, as determined by the Board of Directors thereof, to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence, and the District shall pay any required interest or penalty under Regulations section 1.148-3(h) with respect to the Code.

(c) Written procedures for post issuance compliance with requirements of the Code have been adopted by the District and will be complied with.

SECTION 11.2 Matters Relating to Arbitrage Rebate. The District shall comply with the procedures and covenants contained in any arbitrage rebate provision or separate agreement executed in connection with the issuance of this Agreement (initially those specified in the Arbitrage Certificate delivered simultaneously herewith) for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on this Agreement. Such experts and consultants shall be employed, as necessary, 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, particularly those specified in the Arbitrage Certificate delivered simultaneously with the original issuance of this Agreement.

ARTICLE XII

ADMINISTRATIVE PROVISIONS

SECTION 12.1 Notices.

(a) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received forty-eight (48) hours after deposit in the United States mail in registered or certified form with postage fully prepaid:
If to the District:

Buckeye Elementary School District No. 33 of
Maricopa County, Arizona
25555 West Durango
Buckeye, Arizona 85326
Attention: Superintendent

If to Lessor:

____________________________________
____________________________________
____________________________________
____________________________________

(b) Lessor and the District, by notice given hereunder, may designate different
addresses to which subsequent notices, certificates or other communications will be sent.

SECTION 12.2 Binding Effect. This Agreement shall inure to the benefit of, and
shall be binding upon, Lessor and the District and their respective successors or assigns.

SECTION 12.3 Severability. In the event any provision of this Agreement shall be
held invalid or unenforceable by any court of competent jurisdiction, such holding shall not
invalidate or render unenforceable any other provision thereof.

SECTION 12.4 Amendments, Changes and Modifications. This Agreement may
be amended or any of its terms modified with the written consent of the District and Lessor.

SECTION 12.5 Further Assurances and Correction Instruments. Lessor and the
District shall, from time to time, execute, acknowledge and deliver, or cause to be executed,
acknowledged and delivered, such supplements hereto and such further instruments as may
reasonably be required for correcting any inadequate or incorrect description of the Site or
intended so to be or for carrying out the expressed intention of this Agreement. The District
agrees that it shall, within ten (10) days of a request by Lessor, comply with any request by
Lessor to correct documentation errors, omissions or oversights, if any, that occur in any
documentation relating to this Agreement.

SECTION 12.6 Execution in Counterparts. This Agreement may be executed in
several counterparts, each of which shall be an original and all of which shall constitute but one
and the same instrument.

SECTION 12.7 Applicable Law. This Agreement shall be governed by and construed in
accordance with the laws of the State.

SECTION 12.8 Captions. The captions or headings in this Agreement are for
convenience only and in no way define, limit or describe the scope or intent of any provisions or
Section of this Agreement.
SECTION 12.9  **Net-net-net Lease.** This Agreement is a “net-net-net lease,” and the Lease Payments are an absolute net return to Lessor, free and clear of any expenses, charges or set-offs whatsoever.

SECTION 12.10  **Certain State Law Requirements.**

(a) To the extent applicable by provision of law, this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein and which provides that the District may within three (3) years after its execution cancel any contract (including this Agreement) without penalty or further obligation made by the District if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the District 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. The cancellation shall be effective when written notice is received by all other parties to the contract unless the notice specifies a later time. Lessor covenants not to employ as an employee, an agent or, with respect to the subject matter of this Agreement, a consultant, any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the District within three years from the execution of this Agreement, unless a waiver of Section 38-511, Arizona Revised Statutes, is provided by the District. No basis exists for the District to cancel this Agreement pursuant to Section 38-511, Arizona Revised Statutes, as of the date hereof.
(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, Lessor shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the "e-verify" requirements under Section 23-214(A), Arizona Revised Statutes. The breach by Lessor of the foregoing shall be deemed a material breach of this Agreement and may result in the termination of the services of Lessor by the District. The District retains the legal right to randomly inspect the applicable employment papers and records of Lessor to ensure that Lessor is complying with the above-mentioned warranty. Lessor shall keep such applicable employment papers and records open for random inspection during normal business hours by the District. Lessor shall cooperate with the random inspections by the District including granting the District entry rights onto its property to perform such random inspections and waiving its respective rights to keep such applicable employment papers and records confidential.
IN WITNESS WHEREOF, Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officer; and the District has caused this Agreement to be executed and attested in its name by its duly authorized officers, as of the day and year first above written.

[LESSOR]

By ______________________________

Printed Name: ____________________

Title: ____________________________

BUCKEYE ELEMENTARY SCHOOL DISTRICT NO. 33 OF MARICOPA COUNTY, ARIZONA

By ______________________________

Printed Name: ____________________

Title: ____________________________
STATE OF ___________ )
             ) ss.
COUNTY OF ___________ )

On this, the ________ day of ________________, 2016, before me, the undersigned Notary Public personally appeared ________________________________, who acknowledged himself/herself to be a _______________________________ of _____________________, a ________________________________, and that he/she, as such officer, being authorized so to do, executed the foregoing Lease-Purchase Agreement for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I have set my hand and official seal hereto.

__________________________________________
Notary Public

My commission expires:

__________________________________________

Notice required by A.R.S. Section 41-313: The foregoing notarial certificate(s) relate(s) to the Lease-Purchase Agreement, dated _______________ 1, 2016, executed by Buckeye Elementary School District No. 33 of Maricopa County, Arizona, an Arizona school district, and _________________________ (the “Notarized Document”). The Notarized Document contains a total of _____ pages.
STATE OF __________ )
COUNTY OF __________ ) ss.

On this, the _________ day of ________________, 2016, before me, the undersigned Notary Public personally appeared ________________________________, who acknowledged himself/herself to be a ______________________________ of Buckeye Elementary School District No. 33 of Maricopa County, Arizona, and that he/she, as such officer, being authorized so to do, executed the foregoing Lease-Purchase Agreement for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I have set my hand and official seal hereto.

______________________________
Notary Public

My commission expires:

______________________________

Notice required by A.R.S. Section 41-313: The foregoing notarial certificate(s) relate(s) to the Lease-Purchase Agreement, dated _____________ 1, 2016, executed by Buckeye Elementary School District No. 33 of Maricopa County, Arizona, an Arizona school district, and ______________________________, a ______________________________ (the “Notarized Document”). The Notarized Document contains a total of _____ pages.
EXHIBIT A

DESCRIPTION OF THE SITE
EXHIBIT B

LEASE PAYMENT SCHEDULE
EXHIBIT C
Form of Ground Lease
GROUND LEASE

by and between

BUCKEYE ELEMENTARY SCHOOL DISTRICT
NO. 33 OF MARICOPA COUNTY, ARIZONA,
as Lessor,

and

_______________________________________________
as Lessee

Dated as of ______________ 1, 2016
GROUND LEASE

THIS GROUND LEASE, made and entered into as of _____________ 1, 2016 (hereinafter referred to as this “Ground Lease”), by and between Buckeye Elementary School District No. 33 of Maricopa County, Arizona, a political subdivision duly organized and existing under the laws of the State of Arizona (hereinafter called the “District”), and ____________________, a ____________________ authorized to do business in the State of Arizona (hereinafter called “Lessee”);

W I T N E S S E T H:

WHEREAS, Lessee, pursuant hereto, is leasing from the District the real property described in Exhibit A hereto, together with all easements and rights-of-way used in connection with the Site or the improvements located thereon or as a means of access thereto (hereinafter referred to as the “Site”), and simultaneously pursuant to a Lease-Purchase Agreement of even date herewith (hereinafter referred to as the “Lease-Purchase Agreement”), the District is, pursuant to the Lease-Purchase Agreement, subleasing the Site from Lessee under the terms and conditions set forth in the Lease-Purchase Agreement; and

WHEREAS, the District has good and marketable title to the Site in fee simple absolute, free and clear of all liens and encumbrances subject to Permitted Encumbrances (as such term is defined in the Lease-Purchase Agreement) and has obtained all consents and approvals required for the lease of the Site pursuant to this Ground Lease; and

WHEREAS, in consideration of the lease of the Site by the District to Lessee, Lessee is entering into the Lease-Purchase Agreement and making funds available to cause the financing of the Project (as such term is defined in the Lease-Purchase Agreement), such funds having been advanced to, or upon the order of the District or made available for the District’s use as provided by the Lease-Purchase Agreement, on the effective date of this Ground Lease and constituting the only payment to be made hereunder;

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the above premises and the mutual covenants hereinafter contained and for other valuable consideration, the parties hereto agree that:

SECTION 1. Capitalized terms used but not defined herein shall have the meanings set forth in the Lease-Purchase Agreement.

SECTION 2. The District hereby leases the Site to Lessee, and Lessee hereby leases the Site from the District, from the date hereof to and including _____________ 1, 20__, or for such shorter period until payment in full or the making of provisions for the payment in full of the obligations of the District pursuant to the Lease-Purchase Agreement, in consideration of providing amounts necessary to accomplish the financing of the Project.

SECTION 3. Lessee shall, upon payment in full of the obligations of the District pursuant to the Lease-Purchase Agreement and upon the termination of this Ground Lease,
surrender the Site to the District free and clear of all liens and encumbrances created by any act of Lessee.

SECTION 4. The District shall not create, or permit to be created, any liens or encumbrances on the Site other than Permitted Encumbrances.

SECTION 5. Lessee shall not sublease the Site nor assign this Ground Lease, except in connection with any sublease or assignment contemplated by the Lease-Purchase Agreement.

SECTION 6. The District shall at all times have free, unlimited and unrestricted access, ingress and egress into and about the Site.

SECTION 7. (A) In the event that Lessee shall be in default in the performance of any obligation on its part to be performed under the terms of this Ground Lease, which default continues for 30 days following notice and demand for correction thereof to Lessee, the District may exercise any and all remedies granted by law, except that no merger of this Ground Lease and of the Lease-Purchase Agreement shall be deemed to occur as a result thereof and the District shall have no right to terminate this Ground Lease as a remedy for such default. Notwithstanding the foregoing, so long as the Lease-Purchase Agreement remains in effect, the District will continue to pay the Lease Payments to Lessee.

(B) In the event of the occurrence of an event of default or termination due to non-appropriation under the Lease-Purchase Agreement, Lessee may (i) exercise the remedies provided in the Lease-Purchase Agreement, (ii) use the Site for any lawful purpose, subject to any applicable legal limitations or restrictions, and (iii) exercise all options provided herein.

SECTION 8. Lessee, at all times during the term of this Ground Lease, shall peaceably and quietly have, hold and enjoy the Site subject to the provisions of the Lease-Purchase Agreement.

SECTION 9. All liabilities under this Ground Lease on the part of Lessee are solely liabilities of Lessee and the District hereby releases each and every director, officer, employee and agent of Lessee from any personal or individual liability under this Ground Lease. No director, officer, employee or agent of Lessee shall at any time or under any circumstances be individually or personally liable under this Ground Lease for anything done or omitted to be done by Lessee hereunder.

SECTION 10. All assessments of any kind or character and all taxes, including possessory interest taxes, levied or assessed upon the Site or Lessee’s interest in the Site created by this Ground Lease (including both land and improvements on the Site) will be paid by the District in accordance with the Lease-Purchase Agreement.

SECTION 11. In the event the whole or any part of the Site is taken by eminent domain proceedings, the interest of Lessee shall be recognized and is hereby determined to be the amount of the then unpaid principal component of the Lease Payments, any then unpaid interest component of the Lease Payments and any premium due with respect to the prepayment of Lease Payments to the date such amounts are remitted to Lessee or its assignee, and, subject to the
provisions of the Lease-Purchase Agreement, the balance of the award, if any, shall be paid to the District.

SECTION 12. No merger of title or estates is intended by the District or Lessee pursuant to the provisions of the Lease-Purchase Agreement or this Ground Lease.

SECTION 13. If any term or provision of this Ground Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Ground Lease or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Ground Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 14. This Ground Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Ground Lease is subject to and shall be interpreted under the laws of the State of Arizona.

SECTION 15. Enforcement of the terms and conditions of this Ground Lease, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Ground Lease shall give or allow any such claim or right of action by any other or third person or entity on this Ground Lease. It is the express intention of the parties hereto that any person or entity, other than the parties to this Ground Lease, receiving services or benefits under this Ground Lease shall be deemed to be incidental beneficiaries only.

SECTION 16. (A) To the extent applicable by provision of law, this Ground Lease is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein and which provides that the District may within three (3) years after its execution cancel any contract (including this Ground Lease) without penalty or further obligation made by the District if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the District 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. The cancellation shall be effective when written notice is received by all other parties to the contract unless the notice specifies a later time. Lessee covenants not to employ as an employee, an agent or, with respect to the subject matter of this Ground Lease, a consultant, any person significantly involved in initiating, negotiating, securing, drafting or creating this Ground Lease on behalf of the District within three years from the execution of this Ground Lease, unless a waiver of Section 38-511, Arizona Revised Statutes, is provided by the District. No basis exists for the District to cancel this Ground Lease pursuant to Section 38-511, Arizona Revised Statutes, as of the date hereof.
(B) To the extent applicable under Section 41-4401, Arizona Revised Statutes, Lessee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the “e-verify” requirements under Section 23-214(A), Arizona Revised Statutes. The breach by Lessee of the foregoing shall be deemed a material breach of this Ground Lease and may result in the termination of the services of Lessee by the District. The District retains the legal right to randomly inspect the relevant papers and records of Lessee to ensure that Lessee is complying with the above-mentioned warranty. Lessee shall keep such relevant papers and records open for random inspection by the District during normal business hours. Lessee shall cooperate with the random inspections by the District including granting the District entry rights onto its property to perform such random inspections and waiving its rights to keep such relevant papers and records confidential.
IN WITNESS WHEREOF, the District and Lessee have caused this Ground Lease to be executed in their respective names, and the District has caused this Ground Lease to be attested, all by their duly authorized officers.

BUCKEYE ELEMENTARY SCHOOL DISTRICT
NO. 33 OF MARICOPA COUNTY, ARIZONA

By ________________________________
Printed Name: ______________________
Title: ______________________________

[LESSEE]

By ________________________________
Printed Name: ______________________
Title: ______________________________
STATE OF ________) )
COUNTY OF ________) ) ss.

On this, the _____________ day of _____________, 2016, before me, the undersigned Notary Public personally appeared ______________________, who acknowledged himself/herself to be the ____________________________ of Governing Board of Buckeye Elementary School District No. 33 of Maricopa County, Arizona, and that he/she, as such officer, being authorized so to do, executed the foregoing Ground Lease Agreement for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I have set my hand and official seal hereto.

______________________________
Notary Public

My commission expires:

______________________________

Notice required by A.R.S. Section 41-313: The foregoing notarial certificate(s) relate(s) to the Ground Lease, dated _____________ 1, 2016, executed by Buckeye Elementary School District No. 33 of Maricopa County, Arizona, an Arizona school district, and _______________, a ________________ (the “Notarized Document”). The Notarized Document contains a total of _____ pages.
On this, the _________________ day of ______________, 2016, before me, the undersigned Notary Public personally appeared _____________________________, who acknowledged himself/herself to be a ______________________________________ of ______________________________________, and that he/she, as such officer, being authorized so to do, executed the foregoing Ground Lease for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I have set my hand and official seal hereto.

________________________________________
Notary Public

My commission expires:

_________________________

Notice required by A.R.S. Section 41-313: The foregoing notarial certificate(s) relate(s) to the Ground Lease, dated ______________ 1, 2016, executed by Buckeye Elementary School District No. 33 of Maricopa County, Arizona, an Arizona school district, and ______________________________________, a ________________ (the “Notarized Document”). The Notarized Document contains a total of ____ pages.
EXHIBIT A

DESCRIPTION OF THE SITE
DATE FOR BOARD CONSIDERATION: March 7, 2016

ITEM: Developer Donation Agreement Amendment to August 2004 Agreement – Cotton Meadows North

SUBMITTED BY: Nate Bowler, Business Manager

RELEVANT/SUPPORTING DATA:

On August 3, 2004, BESD entered into a donation agreement for a land donation in the Cotton Meadows North development (Apache & Southern). As the need for the land to build a new school grew, it became necessary for the district to further inquire regarding receipt of this land. The initial site plan needed to be altered to reflect the district’s need for the land to be in a different location within the development. The district entered into discussions with the developer regarding relocating the school site. This agreement is the result of those discussions.

RECOMMENDATION:

It is recommended the Governing Board approve the Developer Donations Agreement Amendment for the Cotton Meadows North development.

GOVERNING BOARD ACTION:

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Amendment to Donation Agreement

This Amendment to Donation Agreement ("Amendment") is entered into by and between Buckeye Elementary School District #33, a political subdivision of the State of Arizona ("BESD"), and Evergreen – Cotton Meadows North, LLC, an Arizona limited liability company ("Developer"), and is acknowledged and approved by the Buckeye Union High School District #201, a political subdivision of the State of Arizona ("BUHSD"), effective March 7, 2016.

WHEREAS, effective August 3, 2004, the BESD and BUHSD entered into a Donation Agreement (the "Agreement") with Developer’s predecessor-in-interest pertaining to a planned residential development ("Property") located at the northeast corner of the intersection of Apache Road and Southern Avenue, in the City of Buckeye (the “City”).

WHEREAS, the BESD and Developer desire to amend the Agreement as more fully described in this Amendment, and the BUHSD approves such amendment to the Agreement.

NOW THEREFORE, intending to be legally bound, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Developer agree to relocate the BESD school site (the “BESD Site”) to the mutually agreeable position located near the northeast corner of the Property as generally depicted on Exhibit A attached hereto. The exact legal description and size of the Property shall be determined by Developer, and approved by BESD, as quickly as reasonably practicable during the Re-entitlement of the Property.

2. The parties acknowledge that the relocation of the BESD Site contemplated in Paragraph 1 of this Amendment will require the City’s approval of the rezoning of the Property and/or a new preliminary plat of the Property (individually and collectively, the “Re-entitlement” of the Property). Developer agrees to coordinate the Re-entitlement of the Property and shall be responsible for all costs associated therewith.

3. Developer, upon review for completeness, shall grant the City and/or BESD the easements and/or road dedications as required by the City to effectuate the Re-entitlement of the Property.

4. At or prior to the time Developer first obtains a building permit from the City for the improvement of the Property, Developer shall reimburse BESD for the actual costs of construction associated with BESD’s extension of a sewer main from Apache Road to the boundary of the BESD Site.

5. Developer discloses its intent to continue agricultural activities on the Property, including the School Site, and BESD does not object to such continued farming activities provided that Developer agrees to use commercially reasonable efforts to: (a) require and confirm that any farm lessee of the Property complies with the District’s pesticide notices; and (b) obtain a signed pesticide agreement from each farm lessee of the Property in the form attached hereto as Exhibit B.
6. BESD shall pay to Developer the sum of Two Hundred Thousand Dollars ($200,000.00) upon the later of: (a) the transfer of title to the Property from Developer to the BESD, or (b) upon BESD receiving funding for design and construction of an elementary school, and related and ancillary improvements (collectively, the “School”) on the Property, which is expected to occur during the second quarter of 2016.

7. BESD shall be responsible for the costs to ascertain and assemble the legal descriptions or exhibits associated with easements and/or dedications described in Paragraph 3 of this Amendment.

8. BESD shall be solely responsible for any and all costs to design, permit, construct and warranty the following improvements: (a) Roeser Road improvements; (b) a traffic control signal for the intersection of Apache Road and Roeser Road, if and when any such traffic control signal is required by the City or any authority with appropriate jurisdiction; (c) domestic and fire-flow water and sewer improvements of a capacity necessary to serve the planned School.

9. BESD shall support the Re-entitlement of the Property and agrees that a representative of BESD shall attend and support the rezoning and/or the preliminary plat of the Property at the time they are presented to the City Planning Commission and/or City Council for approval.

10. BESD and Developer shall cooperate with the City to allocate assessments associated with the Watson Road Community Facilities District (the “CFD Obligations”) to BESD Site based on the actual size of the BESD Site. Upon the donation of the BESD Site, BESD shall be solely responsible for the CFD Obligations allocated to the BESD Site.

11. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

12. Miscellaneous.

a. The Agreement, this Amendment and the exhibits attached hereto embody the entire agreement between the parties in connection with this transaction, and there are no oral agreements existing between the parties relating to this transaction that are not expressly set forth herein and covered hereby. The Agreement may not be further modified except in writing signed by all parties.

b. In the event either party hereto fails to perform any of its obligations under the Agreement, as amended hereby, or in the event a dispute arises concerning the meaning or interpretation of any provision of the Agreement or this Amendment, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay
any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

c. In the event this Amendment is executed in counterparts, each of such counterparts shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same agreement.

d. The Agreement, as amended hereby, shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns.

e. The Agreement, as amended hereby, shall be governed by and interpreted in accordance with the laws of the State of Arizona, and suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought in Superior Court, Maricopa County, Arizona, and for this purpose each party hereto hereby expressly and irrevocably consents to the jurisdiction of said court.

IN WITNESS WHEREOF, the parties have executed this Amendment by signing their names effective as of the date first written above.

“BESD”

Buckeye Elementary School District #33, a political subdivision of the State of Arizona

By: __________________________________________

Its: ____________________________________

“DEVELOPER”

By: Ironline Partners, LLC, an Arizona limited liability company, its Manager

By: __________________________________________

Its: ____________________________________
Consent

The foregoing Amendment to Donation Agreement is acknowledged, ratified and affirmed by:

“BUHSD”

Buckeye Union High School District #201, a political subdivision of the State of Arizona

By: __________________________________________

Its: _________________________________________
August 3, 2004

Larry C. Harmer, APA, ASLA
Town of Buckeye
Director, Community Development Department
110 E. Irwin Avenue
Buckeye, AZ 85326

Re: NEC Apache & Southern, Buckeye, AZ
Minor General Plan Amendment—Residential Site

Dear Larry:

On behalf of Buckeye Elementary School District #33, Buckeye Union High School #201 and Evergreen Communities, LLC. I ask that you accept this letter of support for the Minor Amendments to the Town of Buckeye’s General Plan.

May this letter also indicate that Evergreen Communities, have reached full agreement with both educational entities regarding the education impact of their new community.

Please do not hesitate to contact me with any questions.

Sincerely,

Michael W. Melton, Superintendent
Buckeye Elementary School District #33

Dr. Rev Hurley, Superintendent
Buckeye Union High School #201

"We Make a Difference for Students"
DONATION AGREEMENT

This Donation Agreement ("Agreement") is entered into by and between Buckeye Elementary School District #33, a political subdivision of the State of Arizona, and Buckeye Unified High School District #201, a political subdivision of the State of Arizona ("Districts"), and Evergreen Communities, LLC / and or assigns, a residential development located in the Town of Buckeye ("Property") at Apache & Southern Roads, effective August 3, 2004.

WHEREAS, Districts desire that Developer/Homebuilder contribute to the impact of growth on the school system;

WHEREAS, Districts have agreed to accept a total cash donation of Four Hundred and Fifty-Five Dollars ($455) ("Donation Amount") for each single-family detached residential unit ("Dwelling Unit") initially constructed on the Property; and an agreed upon by both parties Elementary School (14 acre) Site, the developer has agreed to bring all off-sites to the agreed upon school location and all needed road and sidewalk construction surrounding school site will be paid by the Developer.

NOW THEREFORE, intending to be legally bound, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Developer/Homebuilder agrees to pay Districts and Districts agree to accept the Donation Amount for each of the approximately nine-hundred and sixty (960) Dwelling Units to be constructed on the Property. The Donation Amount shall be due and payable only after consummation of the sale of a home as set forth in Paragraph 3 below.

2. Because the final plat of the Property approved by the Town of Buckeye may contain greater or less than nine hundred eighty and sixty (980) Dwelling Units, Homebuilder is obligated hereunder to pay the Donation Amount for the actual number of Dwelling Units contained on the final recorded plat.

3. The Donation Amount shall be due and payable by Homebuilder to Districts at the close of escrow for each of the Dwelling Units on the Property to a retail purchaser as follows:

$455.00 payable to Buckeye Union High School District #201
4. This Agreement is subject to A.R.S. 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing their names effective as of the date first written above.

Evergreen Communities, LLC / and or assigns

[Signature]

Its: Manager

Buckeye Elementary School District 33

[Signature]

Iits: Super [illegible]

Buckeye Union High School District #201

[Signature]

Iits: Super [illegible]
BOARD AGENDA ACTION ITEM

DATE FOR BOARD CONSIDERATION:

ITEM#: 11.D

ITEM: Smart Schools Plus Agreement

SUBMITTED BY: Dr. Kristi Sandvik, Superintendent

ITEM NO. 11.D

READING _____

DISCUSS X

ACTION X

RELEVANT/SUPPORTING DATA:

As presented at the February Board Work Session phased retirement will offer the District more options in retaining and employing teachers and other key staff members in what are often hard to fill positions. We recommend that the Governing Board enter into agreement with SmartSchools to implement phased retirement effective with the 2016-2017 school year.

RECOMMENDATION:
It is recommended that the Governing Board approve the SmartSchools Plus Agreement.

GOVERNING BOARD ACTION:

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SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is entered into this 2nd day of March, 2016 between smartschoolsplus, inc, d/b/a smartworksplus an Arizona corporation ("Provider"), and Buckeye Elementary School District ("District").

RECITALS

A. Provider is a corporation engaged in the business of providing professional educational services to schools and school districts, including employee staffing services;

B. Provider's employees include qualified staff, teachers, substitute teachers and school administrators;

C. District is a school district within the State of Arizona that requires qualified staff, teachers, substitute teachers and administrators.

D. District is authorized to enter into this Agreement pursuant to A.R.S. § 15-502(A).

E. District desires to obtain services, as more fully described in Exhibit A, attached hereto ("Services") from Provider and Provider is willing to provide Services to District upon the terms and conditions contained in this Agreement, pursuant to RFP #14-06MP and the associated contract issued by the Strategic Alliance for Volume Expenditures (SAVE) available to District/State Entities which supersedes Entire Agreement language.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Provider and District agree as follows:

1. Provider Employees.

   A. Employment Agreements. Provider shall enter, or has previously entered, into employment agreements ("Employment Agreements"), substantially in the form of Exhibit B, attached hereto, with staff, teachers, substitute teachers, and administrators (each, a "Provider Employee" and, collectively, "Provider Employees") to provide the educational services required by District at District schools (the "Schools"). A copy of each Employment Agreement shall be provided to District as soon as available.

   B. Provider Employees. The roster of Provider Employees and Fee Schedule for Provider Employees is attached hereto as Exhibit C. District shall have the right to reject any of the Provider Employees, without cause, as long as written notice of rejection is provided to Provider within ten (10) days of District's receipt of the Provider Employee's Employment Agreement.

   C. Provider Responsibility. Provider shall take steps to assure that each Provider Employee performs in accordance with his or her Employment Agreement. Provider shall ensure that Provider Employees possess all certifications and qualifications necessary to enable them to perform their assignments and that Provider Employees have satisfied any legal prerequisites to the performance of their assignments including, but not limited to, fingerprint checks and possession of any necessary licenses.
D. Wages. Provider Employees will receive wages solely through Provider. It is a material breach of this Agreement for District to pay any Provider Employee in cash or by any other means for any services rendered. Any individual whom District pays directly for any services rendered will not be considered a Provider Employee for any purpose under this Agreement as to the services for which District provides payment.

2. Compensation. District agrees to compensate Provider for the Services ("Service Fee") in accordance with Exhibit D, attached hereto. Provider shall invoice District monthly; invoices shall be due and payable within thirty (30) days of receipt of the invoice.

3. Supervision. Provider Employees shall be required to adhere to all rules, guidelines, policies, procedures and regulations concerning the operation of District and the applicable Schools and delivery of educational services to District and the applicable Schools. Provider Employees shall be required to perform all duties as assigned by the applicable Schools and District and to meet the minimum scoring requirements ("Scoring Requirements") of the applicable evaluation instrument utilized by District and the applicable Schools under the Arizona Framework for Measuring Educator Effectiveness, as adopted by the Arizona State Board of Education pursuant to A.R.S. § 15-203(A)(38). Provider will provide general direction, supervision and control of each Provider Employee in the performance of Provider Employee's duties, as more fully described in Exhibit A. District and the applicable Schools will provide daily monitoring of Provider Employees and will report to Provider on an ongoing regular basis. Provider and not District or the Schools will be responsible for discipline and training of Provider Employees.

4. Term. The term of this Agreement shall commence as of July 1, 2016, and shall end on June 30, 2017, unless earlier terminated pursuant to the provisions hereof, and may be renewed annually for up to two (2) additional fiscal years unless terminated pursuant to the provisions hereof. District acknowledges and agrees that prior to any renewal, the Exhibits will be adjusted to account for changes in the duties, responsibilities and wages for Provider Employees. Provider shall provide revised copies of the Exhibits to District at least thirty (30) days prior to the end of the then-current term.

5. Insurance.

A. Workers' Compensation.

(i) Except as otherwise provided in this Agreement, Provider will be considered the "employer" of all Provider Employees for the purposes of providing workers' compensation insurance within the meaning of Ariz. Rev. Stat. § 23-901. Provider shall provide workers’ compensation and employer’s liability insurance in accordance with the statutory requirements of the State of Arizona, including Employer’s Liability insurance with limits of liability of not less than $500,000 each accident and $500,000 bodily injury or disease. The workers’ compensation policy shall be endorsed to include the Alternate Employer Endorsement and shall include a waiver of subrogation in favor of District from the workers’ compensation insurer. Upon termination of this Agreement, Provider shall, upon District’s request, provide to District records regarding the loss experience for workers’ compensation insurance provided to Provider Employees pursuant to this Agreement.

(ii) District and Provider agree that no individual will be covered by Provider’s workers’ compensation insurance, or be issued a payroll check, unless and until that individual has, prior to commencing work for District hereunder, satisfied the following requirements: (a) is employed by Provider in Arizona to work in Arizona; (b) is performing services for District pursuant to this Agreement; (c) is listed on Exhibit C, as such Exhibit may be amended, from time to time, by Provider; (d) has completed Provider’s required enrollment forms and, where applicable, is certified to be an administrator or teacher or licensed as required by law for the position in which employed by Provider; (e) has completed necessary criminal background checks, including fingerprinting; (f) has entered into an Employment Agreement; (g) has provided all data required by Provider for payroll processing and workers’ compensation coverage; and (h) has been entered onto Provider’s payroll system.
(iii) District understands and agrees that the workers’ compensation insurance that Provider will provide under this Agreement will only cover individuals who are listed on Exhibit C, as such Exhibit may be amended, from time to time, by Provider, and that such workers’ compensation insurance will not cover other individuals who might perform services for District, whether as employees, independent contractors, or otherwise. The parties agree that a percentage of the Service Fee paid by District shall be for payment of workers’ compensation insurance premiums. District agrees to provide workers’ compensation insurance or maintain a program of approved self-insurance covering District’s own employees.

(iv) District agrees that it will seek appropriate Light Duty opportunities to allow injured Provider Employees to return to work at the District as soon as possible, as applicable for all District employees. The Light Duty opportunities must accommodate whatever written restrictions a physician has placed on the injured Provider Employee.

B. District Liability Insurance. District will provide liability indemnity protection to Provider Employees who provide services to District under this Agreement, but only if those Provider Employees are acting within the course and scope of the authorization granted by Provider and District. The coverage provided will be made available to Provider Employees as an additional covered party under the terms of District’s participation agreement with the Arizona School Risk Retention Trust, Inc. ("Trust"). Coverage will be made available by the Trust to Provider Employees on the same terms and conditions as coverage is made available to employees of District. Provider shall be named an additional covered party to the Trust coverage agreement, but only to the extent that Provider is vicariously liable for the acts of Provider Employees while Provider Employees are performing services for District, but not for any actual or alleged wrongful act, error or omission of Provider in its own right (e.g. claims of negligent hiring, supervision or retention, employment discrimination, etc.). In no event, however, shall the provision of liability indemnity protection be construed as evidence that the relationship between the parties and Provider Employees is other than specifically provided for and agreed to in this Agreement.

C. Medical Insurance. Provider shall make available to Provider Employees medical coverage that provides minimum value and meets the requirements of minimum essential coverage, as those terms are defined for purposes of the Affordable Care Act. The District shall pay to Provider $10.00 for each Provider Employee who elects such coverage and shall pay to Provider $3,000 for each Provider Employee who declines such coverage, secures coverage through an Exchange and qualifies for a premium subsidy. The District acknowledges that Provider may not know whether any Provider Employee has qualified for a subsidy until after the term of this Agreement. Therefore, the District agrees that it will pay Provider the $3,000 per qualifying Provider Employee, upon presentation of an invoice therefore by Provider, at any time during a period ending twenty-four (24) months following the termination or expiration of this Agreement.

D. Other Insurance. Provider shall maintain in full force and effect at all times during the term of this Agreement the following:

(i) Commercial General Liability ("CGL") Insurance. The CGL policy shall provide for limits of not less than $1,000,000 per occurrence and, if such CGL policy contains a general aggregate limit of liability, the limit shall be no less than $2,000,000. The CGL policy shall be written on an occurrence form and shall cover liability arising from the independent negligence or other wrongful act, error or omission of Provider or its employees that is not the direct consequence of the services provided by Provider Employees under the terms of this Agreement. District shall be named an additional insured on the CGL policy, but only to the extent that the covered liability-causing event is not related to the Services provided for under the terms of this Agreement.

(ii) Unemployment Insurance. Provider shall provide unemployment insurance coverage to the extent required by law.
6. **Termination.** Provider or District may terminate this Agreement, with respect to any or all of Provider's Employees, without cause or justification of any kind, by providing the other party with written notice of such termination at least thirty (30) days prior to the effective date of termination. Notwithstanding the foregoing, District shall have the right to terminate this Agreement, as it relates to a particular Provider Employee, upon written notice to Provider (or its successor-in-interest) upon the occurrence of any of the following:

(a) A Provider Employee: (i) embezzles, steals or misappropriates funds or property of District or defrauds District; (ii) is convicted of a felony; (iii) has his or her teaching certification revoked or suspended; (iv) commits an act or omission which constitutes unprofessional conduct or which adversely affects the reputation of District; or fails to meet the Scoring Requirements;

(b) A Provider Employee dies at any time during the term of this Agreement, in which event this Agreement (as it relates to that Provider Employee) shall terminate as of the date of death;

(c) A Provider Employee becomes permanently disabled at any time during the term of this Agreement. For purposes of the foregoing, a Provider Employee shall be deemed to be permanently disabled if, by reason of any physical or mental condition, Provider Employee is unable substantially to perform his or her duties hereunder during either (i) any continuous period of thirty (30) days, in which event this Agreement (as it relates to that Provider Employee) shall terminate as of the first day following the end of such thirty (30)-day period or (ii) an aggregate of forty-five (45) days within a twelve (12)-month period, in which event this Agreement (as it relates to that Provider Employee) shall terminate as of the first day following the forty-fifth (45th) day;

(d) A Provider Employee is unwilling, unable or fails satisfactorily to comply with the rules, guidelines, policies, procedures and regulations promulgated by District and the applicable Schools during the term of Provider Employee's Employment Agreement; provided, however, that termination for cause shall not occur unless written notice of the alleged non-compliance is first given to Provider and Provider fails to cure the non-compliance within ten (10) days following receipt of such written notice; or

(e) A Provider Employee has made any material misrepresentations or has failed to provide any material representations in connection with the employment application that such Provider Employee had submitted to Provider.

7. **Independent Contractor.** The relationship created by this Agreement shall be deemed and construed to be, and shall be, that of principal and independent contractor. Neither party has the authority to enter into any contract or incur any liability on behalf of the other party. Provider Employees are not intended to be and shall not be considered employees of Schools or District. Except as otherwise provided in this Agreement, Provider retains full control over the employment, direction, supervision, compensation, discipline and discharge of all Provider Employees.

8. **Non-Exclusive Use.** Provider acknowledges and agrees that District may enter into agreements with other provider organizations to supply educational and support services to District and that Provider is not the exclusive organization with which District may contract to provide such services.

9. **Notice.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when hand delivered to the party or upon the date noted upon the receipt for registered or certified mail, first class postage prepaid, return receipt requested, addressed as set forth below:

If to Provider:
smartschoolsplus, inc.
P.O. Box 11618
Tempe, AZ 85284-0027
With a copy to:
Perkins Coie LLP
2901 N. Central Avenue, Suite 2000
Phoenix, AZ 85012
Attention: Judith K. Weiss, Esq.

If to District:

Dr. Kristi Sandvik
Buckeye Elementary School District
25555 W. Durango Street
Buckeye, AZ 85326

With a copy to:

General Counsel

Either party may alter the address or addresses to which communications or copies are to be sent to such party by giving notice of such change of address in conformity with the provisions of this Section.

10. Attorney’s Fees. Should any litigation be commenced between the parties hereto concerning the terms of this Agreement, or the rights and duties of the parties under this Agreement, the prevailing party in such litigation shall be entitled to, and in addition to any other relief that may be granted, the prevailing party’s attorneys’ fees and costs.

11. Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

12. Entire Agreement. This Agreement, including the Recitals and Exhibits, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter.

13. Waiver. Neither the failure nor delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such rights, remedies, powers or privileges with respect to any other occurrence.

14. Costs and Expenses. Each party shall bear its own costs, including counsel fees and accounting fees, incurred in connection with the negotiation, drafting and consummation of this Agreement and the transactions contemplated hereby, and all matters incident thereto.

15. Headings. All Sections and descriptive headings of Sections and subsections in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

16. Construction; Interpretation; Modification. This Agreement is intended to express the mutual intent of the parties, and no rule of strict construction shall be applied against the drafting party. In this Agreement, the singular includes the plural, and the plural the singular; words imparting gender include both genders; references to “writing” include printing, typing and other means of reproducing words in a tangible visible form; the words “including,” “includes” and “include” shall be deemed to be followed by the
words "without limitation." The term "person" shall include an individual, corporation, joint venture, partnership, trust, estate, association or any other entity. This Agreement may not be modified or amended other than by a writing signed by the party to be charged with such modification or amendment.

17. **Survival.** Sections 5, 7, 9, 10, 18, 19, 20, 22 and 23 shall survive the expiration or termination of this Agreement.

18. **Governing Law; Forum; Venue.** This Agreement is executed and delivered in the State of Arizona; and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern its interpretation and enforcement. Any action brought to interpret or enforce any provisions of this Agreement, or otherwise relating to or arising from this Agreement, shall be commenced and maintained (i) if applicable, in accordance with the procedures set forth in A.R.S. § 41-2611, et seq., or, if such procedures are not applicable, then (ii) in a federal, state or local court located within Maricopa County, Arizona.

19. **Knowing Covenants.** The parties hereby represent to each other that the covenants and agreements provided for in this Agreement have been knowingly and voluntarily granted after thorough consultation with counsel as to the binding and irrevocable effect thereof. Based upon consultation with counsel, each of the parties hereby represents and warrants to the other that this Agreement is binding upon and enforceable against such party in accordance with its terms.

20. **Indemnification.** Provider (Contractor) shall indemnify, defend, save and hold harmless Buckeye Elementary School District and its officers, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of the contract, the Contractor agrees to waive all rights of subrogation against the District, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the District."

This indemnification provision shall apply to claims, suits, liabilities, costs, expenses and debt that are not otherwise covered by District's Liability Insurance provided for by the Trust.

21. **Conflict of Interest.** The parties expressly acknowledge that, pursuant to A.R.S. Section 38-511, District has the option of canceling this Agreement within three (3) years from the date of execution, without any further penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of District is at any time during the term or any extension thereof, an employee or agent of Provider or a consultant to Provider. Provider acknowledges the potential for a current District employee to become a Provider Employee and recognizes the applicability of A.R.S. Section 38-511.

22. **Compliance with Immigration Laws and Regulations.**

   A. **Warranty.** Pursuant to the provisions of A.R.S. § 41-4401, each party warrants to the other party that it is in compliance with all Arizona and Federal Immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. § 23-214(A). Each party acknowledges that its breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of any employee of
the other Party or any independent contractor who works on this Agreement to ensure compliance with this warranty.

B. Verification. A party may conduct random verification of the employment records of the other party to ensure compliance with this warranty.

C. Contracts for Services. The provisions of this Section must be included in any contract a party enters into with any and all of its employees or independent contractors who provide services under this Agreement or any subcontract. As used in this Section, "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first above written and effective as of the date hereinabove stated.

Provider:

______________________________
smartschoolsplus, inc.
By: Sandra McClelland
Its: President

District:

______________________________
Buckeye Elementary School District
By:
Its:
Exhibit "A"
Scope of Services

The following services and/or activities are offered by smartschoolsplus, inc. in fulfillment of its obligations under the terms of the Agreement:

a. Recruit, hire, train, evaluate, supervise, discipline, and terminate individuals who are professionally and technically qualified to perform the duties of school staff, teachers, substitute teachers, administrators, and any other school employee.

b. Maintain a recruiting and hiring program that is in compliance with federal and state laws, rules and regulations, equal opportunity and anti-discrimination policies applicable to, and restricting, the hiring and selection process, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans With Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA"), and the Arizona Employment Protection Act ("AEPA").

c. Maintain a system of statewide personal background checks on all Provider Employees provided to the Schools and District to include pre-screening, credentialing, licensure, personal history, qualifications, work history, references, statewide criminal background check, and fingerprinting. Provider shall ensure that all Provider Employees possess all certifications and qualifications necessary to enable them to perform their assignments.

d. Maintain a system of performance evaluation for each Provider Employee consistent with the evaluation instrument utilized by District and the applicable Schools under the Arizona Framework for Measuring Educator Effectiveness, as adopted by the Arizona State Board of Education pursuant to A.R.S. § 15-203(A)(38).

e. Maintain a program of supervision that enforces the policies and procedures of District. In order to maintain the program, Provider shall designate one or more on-site staff as the supervisor and/or Provider contact who will be responsible for addressing and responding to Provider Employees. The designated on-site supervisor and/or Provider contact shall be trained by Provider in regard to (i) applicable workers’ compensation laws; (ii) applicable equal employment opportunity laws, regulations and policies, including reporting procedures; and (iii) workplace violence prevention, including the detection of early warning signs of violence and the proper reporting of threats and acts of violence. The supervisor and/or Provider contact shall promptly notify District and the applicable Schools of any human-resource-type issue raised by a Provider Employee that may affect District or such Schools, such as threats of violence, harassment, discrimination or retaliation.

f. Provide to Provider Employee information regarding his or her obligation to comply with all of District’s safety, drug/alcohol, work policies, anti-harassment, anti-discrimination and anti-retaliation policies. Provider will establish a complaint and/or reporting procedure for violations of policies and instruct Provider Employees on the use of the procedure. Provider shall obtain written acknowledgement from the Provider Employee that s/he has read, understood and agrees to abide by those policies and procedures.

g. Provide annual harassment, discrimination, retaliation, abuse and neglect training for all Provider Employees, or ensure Provider Employees participate in similar training provided by District. Provider shall maintain a record of all such training.

h. Inform Provider Employee in writing that s/he is employed by Provider, not District.

i. Inform Provider Employee in writing that job-related illness/injury reports are to be made to the supervisor or Provider contact and provide information on where and how reports are to me made to the Provider contact.
j. Prepare and distribute an Employee Handbook to Provider Employees that identifies and explains Provider’s policies and procedures that will be followed during the course of Provider Employees’ employment with Provider.

k. Notify Provider Employees in writing that the only benefits they will receive will be from Provider, and that they are not entitled to any benefits from District.

l. Be solely responsible for administrative employment matters regarding Provider Employees including, but not limited to, all payroll and payroll income tax withholding matters, payment of workers’ compensation premiums and funding of appropriate fringe benefit programs. Provider agrees to hold harmless District from any and all taxes, assessments or governmental charges in connection with its employment of Provider Employees. District will immediately forward to Provider any garnishment orders, involuntary deduction orders, notices of IRS liens, and other forms of legal process received by District affecting payment of wages to Provider Employees and will cooperate with Provider in responding thereto.

m. Comply, and be responsible for, Provider Employees’ compliance with all health and safety laws, regulations, ordinances, directives, and rules imposed by controlling federal, state, or local governments, and report all work-related accidents involving a Provider Employee within 24 hours to District. Provider will provide, or ensure that all Provider Employees use, personal protective equipment as required by federal, state, local law, regulations, ordinances, directive or rule. Provider reserves the right to audit safety activities. Provider or its workers’ compensation carrier has the right to inspect District’s premises and operation, but is not obligated to conduct any inspections and either may give reports to District on the conditions found at District’s worksites. District will supply documentation related to safety activities as prescribed by law (e.g. safety meeting, training, maintaining OSHA log). Neither Provider’s insurer nor Provider warrants the result of the inspections or the absence thereof, or that the operations or premises are in compliance with any laws, regulations, codes or standards.

n. Pay Provider Employees in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act ("FLSA") and Arizona Labor Code. Provider shall maintain complete and accurate records of all wages paid to a Provider Employee assigned to provide services to District. Provider shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages, payroll-related and unemployment taxes attributable to wages paid to Provider Employees assigned to provide services to District.

o. Be responsible for the quality, adequacy and safety of the Services provided by Provider Employees pursuant to this Agreement, and the acts, errors or omissions of Provider Employees at all times.

p. Be responsible for, and hold District harmless from, claims of Provider Employees arising from any act, error or omission of Provider allocated to Provider or shared by Provider and District under this Agreement.

q. Assist District to comply with A.R.S. § 15-512(h) by providing to District, or directing Provider Employees to visit District’s Human Resources Department to provide, a set of identify-verified fingerprints for submission to the Arizona Department of Public Safety for the purpose of obtaining a current criminal history report for Provider Employees.
Exhibit "B"

Employee Agreements
(copies to be attached)
Exhibit "C"
Fee Schedule
Provider Compensation Schedule

**Compensation:** Provider compensation is computed by number of days Provider Employees work during designated month, times their Daily Rate of Pay. (Refer to Exhibit C.) Provider will invoice District monthly, at agreed-upon offered contractual salary at 80% of exit salary for internal Provider Employees and agreed-upon offered contractual salary for external Provider Employees, and Service Fee (4%) plus all applicable direct payroll costs (e.g., FICA, Medicare, AZ Unemployment, Federal Unemployment, Workers’ Compensation (professional/classified), payable within seven (7) days of receipt of invoice.

**Addendum Pay:** The District will pay the Provider for Provider Employees that have qualified for compensation for additional duties, such as coaching, department chair, sponsor of student club, Proposition 301, stipends, incentives, etc. Provider will invoice the District, for agreed upon Addendum Pay at 100% for Provider Employees and Service Fee (4%) plus all applicable direct payroll costs (e.g., Fica & Medicare, AZ Unemployment, Federal Unemployment, Worker's Compensation (professional/classified). The method and timing of payment of such "Addendum Pay" shall be in accordance with the performance of such service.

**Furlough:** The District may furlough its employees because of unanticipated funding reductions. In the event of a furlough, the District shall give provider advance notice, and Provider will coordinate a furlough of smartschoolsplus, inc. employees to the same extend as the furlough of District employees. A furlough day is a temporary, unpaid, non-work day that would otherwise be a paid workday.

**Reimbursement:** District will reimburse Provider for mileage, travel, conferences and other out-of-pocket expenses incurred by Provider Employees but only if such expenses are approved (prior to the expense being incurred), by Provider Employee’s District supervisor. To obtain such reimbursement, Provider Employees must submit a written claim for reimbursement, approved by the Provider Employee’s District supervisor, to District. District will forward the claim to Provider. Provider shall reimburse Provider Employee and include the amount of the reimbursement on Provider’s invoice to District.

**Annual Discretionary Days:** The District will provide a substitute for each Provider Employee, as needed. Employees of Provider will receive discretionary leave days (non-accrual) consistent with the District’s employees in similar positions. Employees of Provider will report their absences according to District guidelines. In the event a Provider Employee exceeds the allocated leave days, the Provider will invoice the District less the daily rate of pay per Provider Employee absence for each day missed.

**Annual Vacation Days - 12 Month Employees:** The District will provide a substitute for each Provider Employee, when required. Employees of Provider will receive vacation leave days (non-accrual) consistent with the District's employees in similar positions. Employees of Provider will report their absences and schedule their vacation days according to District guidelines. In the event a Provider Employee exceeds allocated leave days, the Provider will invoice the District less the daily rate of pay per Provider Employee absence for each day missed. Discretionary leave days will be prorated for partial year contracts or for contracts that are terminated early by either party.

**Technology Access:** The District will provide each Provider Employee access to electronic and technological tools allowing for participation and function of normal District duties (e.g., Kronos, e-mail, internet, cell phones, portable computer devices, etc.). Employees shall reimburse District directly for all charges incurred as the result of personal use of cell phones and for financial loss incurred as a result of damage to or loss of District-owned portable computer devices. Provider Employees agree to follow all District guidelines and policies regarding use of the same.

**Use of District Vehicles:** Subject to authorization by Provider Employee’s District supervisor, District will provide Provider Employee with access to and use of a District-owned vehicle for the purpose of
conducting District business. Any and all expenses, liabilities and insurance relating to the use of the District vehicle by Provider Employee will be the sole responsibility of District. Provider will provide Provider Employee with information regarding his or her obligation to maintain a current Arizona driver's license and to comply with all of District's safety policies and guidelines concerning use of District vehicles authorized for use by Provider Employee, as well as federal, state and local laws and regulations, if any, applicable to such use.

63601-0001/LEGAL24975262.1
Employee Name & Demographic Information

Name: <First Name> <Middle Name> <Last Name>  SSN: <SSN>

Mailing Address: <Mail Address> <Mail City>, <Mail State> <Mail Zip>

E-mail Address (required): <Email Address>

Home Phone: <Home Phone>  Work Phone: <Work Phone>
* Employee agrees to notify Employer of change to address/phone number within ten (10) days


Position**: <Position>  Worksite**: <Worksite>
(**subject to change upon reasonable request by Employer)

Term Period: <Contract Period>  Number of Pay Periods: <# of Pay Periods>

First Check: <First Check>  Last Check: <Last Check>

Determination of Annual Salary: <ssp Salary>  Determination of Daily Rate of Pay: * <ssp DRP>

Determination of Pay Per Pay Period: * <Pay Per Pay Period>

* Payments to the employee will be made bi-monthly, for the number of pay periods indicated above for balance of the Term. All additional service pay approved for smartschoolsplus, inc. employees will be at the discretionary current smartschoolsplus, inc. rate.

Compensated Sick/Leave & Vacation Days

Sick/Leave Days & Vacation Days per the Term: <Sick/Leave/Vacation Days>
Employee is provided discretionary sick/leave and vacation days (collectively referred to as "PTO") per the Term as indicated above. PTO shall be accrued ratably during the Term based upon pay periods elapsed, and prorated for any partial period of the Term. PTO may be taken as vacation days, personal days or sick days, so long as the total days taken do not exceed the number of accrued days of PTO. PTO will not accrue or be carried forward beyond the Term or any renewal thereof. Upon expiration of the Term or termination of employment for whatever reason, Employee shall not be entitled to any compensation in lieu of PTO. IN THE EVENT AN EMPLOYEE EXCEEDS THE INDICATED PTO DAYS, THE EMPLOYEE WILL BE COMPENSATED LESS THE DAILY RATE OF PAY PER EXCESS DAY.

Medical Insurance:
Employee is provided with medical coverage that is affordable, provides minimum value, and meets the requirements of minimum essential coverage, as those terms are defined for purposes of the Affordable Care Act ("Medical Insurance"). Employee's portion of the premium for the Medical Insurance will not exceed 9.5% of Employee's W-2 wages, as reflected in Box 1 of the W-2 form. If Employee declines to accept the Medical Insurance, Employee must execute a waiver of coverage in a form to be provided by Employer. If Employee elects to purchase any medical insurance, benefits or coverage that Employer may offer that are different from, in addition to, or in excess of, the Medical Insurance, such different, additional or excess medical insurance, benefits and coverage will be at Employee's sole cost and expense.
By signing below, Employee hereby acknowledges that Employee has reviewed the foregoing information and affirms that the information is true and correct to the best of Employee's knowledge.

Employee Signature: ___________________________ Date: __________

Employer Signature: ___________________________ Date: __________
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<td>Susie</td>
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**Total Salaries:** 46,200.00 4,375.14 19.32%

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**By:** William E McClelland

**Title:** Vice President

---

**Social Security:** 2,864.40 6.20%

**Medicare:** 669.90 1.45%

**FUTA (first $7,000):** 125.00 0.90%

**AZ SUI (first $7,000):** 88.20 0.63%

**Workers' Comp:** 363.36 0.78%

**Workers' Comp**

**Employer:** 1,186.00 3.00%

**Total:** $51,694.86 11.43%
DATE FOR BOARD CONSIDERATION: March 7, 2016

ITEM NO. 11.E

ITEM: CERTIFIED STAFF FOR RE-EMPLOYMENT FOR FY 2017

DISCUSS X

SUBMITTED BY: Dr. Kristi Sandvik, Superintendent

ACTION X

RELEVANT/SUPPORTING DATA:

Please see lists that will be passed out at board meeting.

RECOMMENDATION:
It is recommended that the Governing Board approve the listing of certified staff for re-employment for FY 2017.

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DATE FOR BOARD CONSIDERATION: March 7, 2016

ITEM: Termination of FY 16 Classified/Support Staff

SUBMITTED BY: Dr. Kristi Sandvik, Superintendent

RELEVANT/SUPPORTING DATA:

The Administration will be presenting the names of the FY16 Classified/Support staff for termination. Their position with the district will end on or about May 19 or June 30, or as appropriate for the position they hold because their duties for said position cease upon that date.

RECOMMENDATION:

It is recommended the governing board terminate all classified/support staff 2015-16 position on or about May 19 or June 30, or as appropriate for the position they hold as the duties for said position cease upon these dates.

Approved for transmittal to the Governing Board: ________________________________

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BOARD AGENDA ACTION ITEM

DATE FOR BOARD CONSIDERATION: March 7, 2016

ITEM: Re-Hire Classified/Support Staff for FY 2017

SUBMITTED BY: Dr. Kristi Sandvik, Superintendent

ITEM NO. 11.G

READING

DISCUSS X

ACTION X

RELEVANT/SUPPORTING DATA:

The Administration is presenting the names of Classified/Support Staff for re-hire for FY 2017. Their positions with the district will begin on or about July 1, August 1, or as appropriate for the position they are employed.

RECOMMENDATION:

It is recommended the governing board re-hire the Classified/Support Staff employees as presented by the administration on or about July 1, August 1, or as appropriate for the position they are employed.

Approved for transmittal to the Governing Board: ______________________________

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**BOARD AGENDA ACTION ITEM**

**DATE FOR BOARD CONSIDERATION:** March 7, 2016

**ITEM NO 11.H**

**ITEM:** Staff Compensation Package 2016-2017

**SUBMITTED BY:** Dr. Kristi Sandvik, Superintendent

**RELEVANT/SUPPORTING DATA:** This year the district will be able to offer a 3% increase to the base salary for all staff. The District will also be covering the cost of insurance. Teachers will also be given a $100.00 signing incentive for returning the electronic contracts within 24 hours of receiving them. Hard to fill positions as defined as Special Education will continue to be compensated as has in the past with a signing incentive of $1000.00 for new hires and retention incentive of $1,500.00 for current teachers. The district’s goal is to always offer as much as it can to staff in hopes to remain competitive with other west valley districts, support teachers and remain financially responsible with growing enrollment.

There is a change in the wording of certified contracts due to the reality of real time funding and its potential ramifications for the District. The following clause has been added to contracts at the end of paragraph 7:

“Pursuant to A.R.S. 15-544, should reduction of salaries pursuant to the above be insufficient to effectuate economies in the District, the District may eliminate Teacher’s position as part of a reduction in force, terminating this contract.”

Attached is a sample teacher contract for your review.

**RECOMMENDATION:** It is recommended the Board approve the 2016-17 staff compensation package.

Approved for transmittal to the Governing Board: ______________________________

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BUCKEYE ELEMENTARY SCHOOL DISTRICT #33
2016-2017 CERTIFIED CONTRACT

Issued by: Buckeye Elementary School District #33 on 3/14/2016

This Certified Contract ("Contract") is entered into by Buckeye Elementary School District No. 33 ("District") and ("Employee").

1. District agrees to employ Employee during fiscal year 2016-2017, commencing on July 27, 2016 and ending on May 18, 2017. The contract year for Employee shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by this Contract shall be extended so as to maintain open schools for the number of days required by the Contract without additional compensation to Employee.

2. Employee's employment is conditioned upon the possession at all times of a valid certificate issued by the Arizona Department of Education for the position being offered and upon satisfactory completion of any and all background checks and fingerprint clearances that may be required. Employee agrees to be "highly qualified" in all assigned core academic subjects or as otherwise required by law and to hold all requisite endorsements by the commencement date of this Contract. Employee's employment may be terminated if these conditions are not satisfied.

3. Employee understands and agrees that Employee is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s) and/or approved area(s) is/are not maintained and in effect; and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Employee for work performed during such period and District may deduct any of that compensation paid to Employee attributable to such period from any other monies owed to Employee by District.

In the sole discretion of the District, while Employee is awaiting fingerprint clearance, the District may continue to employ Employee at the substitute teacher rate, so as long as Employee is accompanied by a person holding a valid fingerprint card at all times when Employee is in the presence of students. The difference between the salary stated in the Contract and the substitute teacher rate may be used by the District, in part or in whole, to compensate the District for the cost of obtaining the person to accompany the Employee. In no event shall any part of the difference between the salary stated in the Contract and the substitute teacher rate be returned to Employee for the period in which Employee failed to have the appropriate fingerprint clearance once the fingerprint clearance has again been obtained.

4. District agrees to pay Employee the Base Salary listed on Page 5. In the event there is a difference between the salary amount stated here and the amount in the District salary schedule, the salary schedule shall govern, unless such change is brought about by the changes listed in this paragraph and paragraphs 5, 6, 7, and 8.

5. In addition to salary, Employee also shall receive performance pay if Employee qualifies for such pay in accordance with the District's Performance Pay Plan and subject to any reduction in Classroom Site Funding as described in paragraph 6 below. The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's Performance Pay Plan. Employee acknowledges that if Employee resigns, engages in behavior in violation of state or federal law and/or District policies to the extent that Employee is terminated or resigns in lieu of a recommendation that Employee be terminated, this shall, in and of itself, be deemed to be a failure of Employee to comply with the performance plan and, therefore, result in Employee being entitled to no portion of the Classroom Site Fund performance pay. Employee shall also receive such fringe benefits as the Governing Board approves for this fiscal year.

6. Pursuant to A.R.S. §15-977 and provisions of the Classroom Site Fund, the District may or may not receive funds to support supplements to Employee's Base Salary or which will entitle Employee to performance pay if the Employee qualifies under the District's Performance Pay Plan. Employee expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Employee eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment. Reduction in the funds available under A.R.S. §15-977 under the terms of this paragraph may cause a reduction in salary and/or Employee's performance pay even if the eventualities listed in paragraph 7 below do not occur.

7. Employee acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified on page 4 may be reduced by an amount not to exceed the equivalent of five (5) days' pay if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2016-2017 fiscal year is less or becomes less than that authorized at the beginning of the 2015-2016 fiscal year; (2) the District fails to receive during the 2016-2017 fiscal year funds in the amount initially budgeted for such
year; or (3) the District does not receive funds that, as of April 12, 2016, the District anticipates receiving for use in the 2016-2017 fiscal year from the Arizona legislature or from any federal fund. The Employee shall be given not fewer than ten (10) calendar days notice of any reduction in Base Salary that occurs as a result of this paragraph. Should such reduced funding occur, the Board may eliminate Employee’s position at the end of the contract year pursuant to the District’s reduction in force policy and Arizona law in effect at the time of reduction in force.

Pursuant to A.R.S. §15-544, should reduction of salaries pursuant to the above be insufficient to effectuate economies in the District, the District may eliminate Teacher’s position as part of a reduction in force, terminating this contract.

8. If the base support level funding that is made available to the District by the Legislature’s budget for 2016-2017 is more than was assumed in the revenue projection in the preliminary budget or if the District receives additional funds that may be apportioned towards salaries and employee related expenses from whatever source and the Board, in its sole discretion agrees to allocate such funds towards salaries and employee related expenses, the Board may do so in the following manner. The Board may, in its sole discretion, increase Employee’s salary by an amount not to exceed five percent (5%) of the base salary or may make a one time allocation of funds to Employee in an amount not to exceed five percent (5%) of the base salary to supplement Employee’s base salary during the fiscal year. The one time payment may be paid to Employee in a single payment or in multiple payments at such times as may serve the best financial needs of the District.

9. Should Employee believe there is a mistake in Employee’s salary resulting in Employee receiving less than what Employee would be entitled under the salary schedule, the Employee shall have ninety (90) working days from initiating performance of duties under the Contract to notify District of mistake. If Employee does not notify district within these ninety days, Employee waives right to additional amounts under current Contract. If the Employee has received more money than the Employee is entitled for work performed, the Employee shall, at the District’s option (a) immediately repay any amount erroneously paid to the Employee or (b) allow the District to reduce future payments to the Employee to make up for any amount erroneously paid. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

10. Employee shall be evaluated pursuant to A.R.S §15-537 through use of an evaluation system and instrument adopted and approved for use pursuant to A.R.S. §15-203(A)(38) in effect at the time of evaluation, even though it may differ from the evaluation system that is in place at the time the contract is signed. Employee specifically agrees that the system and instrument adopted by the District and in effect as of the date of Employee’s first formal observation shall be the system and instrument used to evaluate Employee for the remainder of the school year, except and to the extent that any other modification of the evaluation system or instrument is required by law during the course of the year.

11. Employee understands and agrees that pursuant to A.R.S. §15-537, Employee may be transferred to a different school within the District or may be precluded from transferring to a different school within the District, depending, in part, upon the classification of the Employee. Any transfer of an Employee to a different school, a different class, or a different subject area, or even reassigned to home is solely within the discretion of the District in compliance Policy GCK.

12. Employee warrants the truth of all representations and statements made by Employee to District in connection with this Contract as well as those contained in the Employee’s employment application and any other document submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction records. Employee recognizes that it is a requirement of employment to report to the administration any circumstances or events that would affect the continuing accuracy or validity of those representations. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at District’s option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

13. Pursuant to A.R.S. §15-550, if Employee is arrested for or charged with any nonappealable offense listed in A.R.S. §41-1758.03(B), Employee shall immediately report the arrest or charge to Employee’s supervisor. Failure to do so shall result in immediate dismissal.

14. Teacher agrees to teach such grade, grades or subjects as the Teacher may be assigned to teach. Teacher understands and agrees that there will be occasions requiring Teacher’s presence outside of the regular duty hours, and Teacher will be present and perform any assigned duties, any such duties being part of Teacher’s obligations under this contract. Employee agrees to abide by and be subject to the District’s policies, regulations and rules, as are in effect or may be amended during the term of this Contract.
Issued by: Buckeye Elementary School District #33 on 3/14/2016

15. Pursuant to A.R.S. §15-545, if Employee resigns without advanced Governing Board approval, the resignation will be deemed to be an unprofessional act that may subject Employee to disciplinary action by the State Board of Education, up to and including suspension or revocation of the teaching certificate.

16. Teacher recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Teacher does not fulfill the obligations under this Contract. Teacher and District agree that these expenses, added to the emotional expense to the students who will not have the stability of a single teacher are difficult to determine, and therefore that it is appropriate to assess an amount certain as liquidated damages. Teacher and District agree for the purposes of this paragraph “resigning” and “resignation” shall include Teacher retiring during the school year unless the retired teacher remains in the classroom under ESL, Smart Schools Plus or a similar “return to teaching plan” which serves to retain Teacher in the classroom for the balance of the school year. Teacher and District agree that the liquidated damages which may be assessed against Teacher for resigning, with Board approval, during the term of this Contract shall be in the amount of Two Thousand, five hundred dollars ($2,500.00). Furthermore, resignation prior to the termination of this Contract shall in and of itself be considered to be a violation of the Classroom Site Fund Performance Plan, and Teacher shall be entitled to no portion of any funds. By entering into this Contract, Teacher agrees that the District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any money due and owing to Teacher, whether from amortized salary, from earned but unpaid performance pay from a prior year, or from any other source, but not to exceed the amount which may be deducted under the Federal Wage Garnishment.

17. To the extent appropriate for the occasion, the District may provide incidental food and beverages at staff meetings, including in-services and professional development activities/trainings, as a de minimus fringe benefit in order to foster good working relations and encourage and reward staff participation.

18. As additional consideration for Employee's services, the District will allow the Employee reasonable use of a designated District computer when the Employee is not on duty and the computer is not reserved for other District use, provided that the Employee agrees in writing to follow District policies governing internet access and computer use and this use does not result in any additional cost to District. Failure to follow District policies regarding internet access and computer use may result in discipline up to and including termination. To the extent that Employees’ use increases the District’s cost, the District shall require reimbursement from Employee.

19. This Contract is subject to cancellation pursuant to A.R.S. §38-511.

20. Employee is hereby notified pursuant to Arizona Administrative Code R7-2-613J that continued employment is expressly conditioned upon Employee possessing either a Structured English Immersion Endorsement, a full English as a Second Language Endorsement or a full Bilingual Endorsement.

21. Employee shall not discriminate against any employee, student, parent, contractor or other member of the public because of that person’s sex (including sexual preference/identity), race, religion, color, national origin, age, disability, veteran’s status, political affiliation, or genetic code.

22. The entire agreement between the parties shall consist of this Contract, District's Certified Base Salary Schedule, Certified Supplemental Salary Schedule, Performance Pay Plan, and such fringe benefits as the Governing Board approves for this fiscal year. This agreement shall further consist of and be subject to state and federal laws dealing with education as well as to any additions, revisions or other changes in such laws which may go into effect during the term of this Contract, just as if the new, revised, or deleted statutes were in place at the time of the signing of this Contract. Any other subsequent amendments or addendum to this Contract must be in writing and signed by both parties.

23. FOR ALL NONCONTINUING TEACHERS (a Teacher who has NOT been employed by the District for more than the major portion of three consecutive school years. This includes all Initial Hire teachers.), the District may choose to not reemploy Teacher for a subsequent term without provision of hearing where District has complied with all applicable notice provisions required by A.R.S. §15-536 and, when applicable, §15-538.

24. FOR ALL INITIAL HIRES (a Teacher who is employed by the District as a new hire entering into a first Teacher contract with the District or a Teacher who failed to return a contract within the time limit specified but who desires to be employed by the District), on or before the first day of work specified in Paragraph 1, as an initial hire:
b. Teacher shall have secured either highly qualified status or a provisional status license. If Teacher has a provisional license and fails to become highly qualified on or before February 15, 2017, this Contract shall be non-renewed for the reason that Teacher has failed to become highly qualified. This notice shall comply with all legal provisions of nonrenewal without need for any further notification or process as required A.R.S. §15-536 et seq.

c. District shall have received a positive response from the background investigations/reference checks.

d. Teacher shall provide District with documentation demonstrating lawful work authorization status.

e. Teacher shall provide the District proof of immunization for Rubella or Rubeola unless Teacher is subject to one of the exceptions in District policy GBGC and GBGCA.

25. As an Employee (other than an initial hire teacher) who has received this Contract prior to the end of the present Contract year, Employee acknowledges that Employee has reasonable assurance of employment with the District for the 2016-2017 school year. Employee therefore acknowledges that Employee is not qualified to receive unemployment insurance over the summer months unless Employee has received a reduction in force notice, an intent to non-renew, or been terminated pursuant to statute. Employee specifically agrees, and by Employee's signature below, acknowledges that should Employee apply for and receive unemployment insurance in direct contravention of this paragraph, District may deduct the amount of any unemployment insurance it is required to pay from Employee's salary.

26. Employee must sign this Contract and return it to the District Human Resource's office within fifteen (15) business days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. "Sign," for purposes of this paragraph, may include an electronic signature. The date the contract is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the Employee's school provided mailbox, including electronic mail, or (3) two days after being placed in a United States postal service mailbox, addressed to the last known address provided by Employee to the District.

27. Employee recognizes that employees who work less than twelve (12) months per year may be paid over twelve (12) months. This is called "annualized compensation." Annualized compensation provides the employee with income during the summer months. Due to IRS regulations, if Employee wishes to receive annualized compensation, Employee must make a written election to receive annualized compensation and understands that employee cannot change the selection for the duration of the 2016-2017 school year. Employee also understands that the first pay will be for actual days worked in the first pay period.

Employee elects annualized compensation and requests annualized pay be made as follows:

23 Pays with balance of contract, OR

26 Pays with balance of contract

28. Employee understands and accepts that the W2 will be available to retrieve electronically through iVisions. If the employee no longer works for the District when the W2's are available in January, 2017, employee will still have access to iVisions. It is the responsibility of the employee to keep the login and password to iVisions in a safe place. (initial that you have read & understand)

Date Contract issued:
Date Contract received:
Fifteen (15) business days:

Date signed Contract returned:

Job Title:

Primary Worksite:
**Position Information**

<table>
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**Total Amount:** $  

By signing this Contract, Employee acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

Employee’s Signature ____________________  Date ________________  Dr. Kristi Sandvik, Superintendent ____________________  Date ________________
BOARD AGENDA ACTION ITEM

DATE FOR BOARD CONSIDERATION: March 7, 2016

ITEM: Request for Approval of a Food Service Delivery Driver

SUBMITTED BY: Nate Bowler, Business Manager
Roxie Striplin, Food Services Director

RELEVANT/SUPPORTING DATA:

The Food Service Director is recommending that a current position in the Food Service Department be converted to a Delivery Driver position. These duties are currently covered by other food service employees. The department would like to designate these duties to a specific position. This position will be classified as a food service position in cafeterias but also be the primary responsible for delivering meals to the preschool, moving product from site to site, and assisting with any catering deliveries.

RECOMMENDATION:

It is recommended the Governing Board approve the Food Service Delivery Driver/Worker position.

GOVERNING BOARD ACTION:

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BUCKEYE ELEMENTARY SCHOOL DISTRICT 33

TITLE: FOOD SERVICE DELIVERY DRIVER/WORKER

RESPONSIBLE TO: Food Service Field Supervisor or Food Service Director

JOB GOAL: To provide efficient operation of the district kitchens and serving and dining areas in the production and serving of student and staff meals and the maintenance of safe and clean kitchen and serving and dining areas.

JOB QUALIFICATIONS: High School Graduate, GED, or previous experience in food handling, or the exhibited desire and ability to perform the required duties. Fluency in writing, speaking and reading Spanish preferred. Some positions require a valid State of Arizona Drivers License. A CDL License is preferred. Within sixty days of employment, must obtain a Food Service Worker’s Card from Maricopa County Environmental Services.

TYPE: Non-exempt

GENERAL RESPONSIBILITIES:

1. Deliver food, materials and all other Food Service needs as directed by Food Service Central Office. Will adhere to all vehicle safety guidelines and see that vehicle cleanliness is maintained.
2. Prepare food according to standardized recipes. Will follow meal patterns, specific needs and special instructions in conjunction with the National School Lunch Program (NSLP). Ensures reimbursable meals are in compliance with Federal National Lunch Program as students go through serving line.
3. Perform all kitchen duties as required, i.e., salad preparation, washing dishes, baking, cleaning tables, sweeping and mopping, etc. as needed by manager.
4. Practice proper sanitation and safety procedures in accordance to the health department and school district policies.
5. Perform all duties and assignments; will be trained to use materials and operate equipment in a safe, responsible and productive manner.
6. Perform all serving and dining area duties as needed by manager.
7. Work as a self-starter and team member to accomplish all goals.
8. Maintain good personal cleanliness and dress appropriately for the position.
9. Practice good public relation techniques with students, staff, administration and parents in a cordial and friendly manner. Professional behavior expected at all times.
10. Attend classes, in-services and seminars as needed to keep current with the latest trends in services, equipment, materials and functions as they pertain to state/federal laws and district requirements.
11. Listen to, understand and carry out oral and written instructions and directives and responds with oral and written reports as required.
12. Practice good inventory procedures (First In/First Out).
13. Maintain in good condition and store for safekeeping all property, supplies and materials of the district.
14. Assume responsibility for and secure keys assigned by the Central Office; Keys are assigned to specific jobs for use and safekeeping.
15. Perform emergency and safety procedures which includes; fire drills, lock downs and evacuations.
16. Practice regular and consistent attendance, arriving and departing at the designated times for the position. Accurately record time worked.
17. Refrain from the use of inappropriate, obscene or foul language in every type of communication.
18. Maintain district security by locking all doors and gates within the foodservice area. Employees should only be on campus during business hours. Employees are expected to report any problems with locks, lighting, windows, utilities, etc. to the Cafeteria Manager, Field Supervisor, Director of Food Service, Head Custodian, Director of Maintenance, Business Manager or Superintendent.
19. Adhere to all BESD policies and procedures determined by the Governing Board.
20. Perform other duties as assigned by the Director of Food Service, Business Manager or Superintendent.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those which must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand and talk or hear and sometimes walk and sit. While performing the duties of this job, the employee may occasionally push or lift up to fifty (50) pounds, such as boxes, supplies, etc. Specific vision abilities required by this job include close vision such as to read handwritten or typed material, and the ability to adjust focus. The position requires the individual to meet multiple demands from several people and to interact with the public and other staff.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is moderate to moderately high during the school day. There may be periods of recurring stress in the performance of this job.

**CONTRACT LENGTH:** 9 - 10 months  
**FTE:** .75
BOARD AGENDA ACTION ITEM

ITEM NO 11.J

DATE FOR BOARD CONSIDERATION: March 7, 2016

ITEM: Out of State Travel

SUBMITTED BY: Dr. Kristi Sandvik

READING____

DISCUSS____

ACTION X____

RELEVANT/SUPPORTING DATA: The National School Boards Association (NSBA) has asked that our district present with the Arizona School Boards Association (ASBA) at the National Schools Boards conference this year in Boston, MA. The conference is from April 9-11, 2016. The session we are presenting at is during the pre-session on Friday April 8. The title of the presentation is Achieving Equity: Leadership Strategies and Promising Practices for Closing the Opportunity Gaps in Today’s America. NSBA will cover the cost of travel for the Superintendent, two nights of lodging in Boston, meals and expenses for Thursday and Friday April 7 and 8, 2016. Our district will be presenting with ASBA on the topic of equity and the work its doing with regard to the Minority Student Achievement Network. The Superintendent is not being paid to speak at the conference. The District will be responsible for the remaining two days of meals and days of lodging. The cost of the registration was also covered by NSBA.

RECOMMENDATION: It is recommended the Board approve the out of state travel for the Superintendent to present and represent BESD at the National School Boards Conference with the ASBA.

Approved for transmittal to the Governing Board: __________________________________________

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BOARD AGENDA ACTION ITEM

DATE FOR BOARD March 7, 2016
CONSIDERATION:ITEM NO 11.K

ITEM: Out of State Travel for Board Member

SUBMITTED BY: Dr. Kristi Sandvik

RELEVANT/SUPPORTING DATA: Board Member Hopkins has requested that he attend the National School Boards Association Conference this year in Boston, MA.

RECOMMENDATION: It is recommended the Board approve the out of state travel for Board Member Hopkins to attend the National School Boards Conference.

Approved for transmittal to the Governing Board: ____________________________________________

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BOARD AGENDA ACTION ITEM

DATE FOR BOARD CONSIDERATION: March 7, 2016

ITEM: First Reading, by Title, of policy updates as recommended
By Arizona School Board Association

SUBMITTED BY: Dr. Kristi Sandvik, Superintendent

ITEM NO. 11.L

READING X

DISCUSS X

ACTION X

RELEVANT/SUPPORTING DATA:
Each year policies are updated as ASBA believes it is necessary to adjust the language in current policies. The Arizona Legislature adopts/changes various laws that affect school districts. ASBA sends school districts updated policy changes as laws are analyzed as to the effect on school district policies. The following policies need to be updated:

*BEC – Executive Sessions/Open Meetings
*BEDA – Notification of Board Meetings
*BEDH – Public Participation at Board Meetings
*EBBB-E – Accident Reports
*GBEB-R – Staff Conduct
*GCCS-ED – Professional/Support Staff Leaves of Absence Without Pay
*GCQF – Discipline, Suspension and Dismissal of Professional Staff Member
*IKE – Promotion and Retention of Students
*IKF – Graduation Requirements
*IKF-RB – Graduation Requirements
*IKF-EA – Graduation Requirements
*IKF-EB – Graduation Requirements
*JFAB – Tuition/Admission of Nonresident Students
*JK – Student Discipline
*JK-RB – Student Discipline
*KDB-R – Public’s Right to Know/Freedom of Information

RECOMMENDATION:
It is recommended the Governing Board approve the First Reading, by title, of policy updates as recommended by the Arizona School Board Association as presented.

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MANUAL UPDATES - AIMS references deleted; other legal references updated; testing requirements/transitioning; civics test; required standardized testing/parent(s) may not opt out children (A.G.O. I15-008).

Policy Advisory No. 536 ..............................BEC—Executive Sessions/Open Meetings
Policy Advisory No. 537 ..............................BEDA—Notification of Board Meetings
Policy Advisory No. 538 ..............................BEDH—Public Participation at Board Meetings
Policy Advisory No. 539 ..............................EBBB-E—Accident Reports
Policy Advisory No. 540 ..............................GBEB-R—Staff Conduct
Policy Advisory No. 541 ..............................GCCC-ED—Professional/Support Staff Leaves of Absence Without Pay
Policy Advisory No. 542 ..............................GCQF—Discipline, Suspension and Dismissal of Professional Staff Member
Policy Advisory No. 543 ..............................IKE—Promotion and Retention of Students
Policy Advisory No. 544 ..............................IKF—Graduation Requirements
IKF-RB
IKF-EA, IKF-EB
Policy Advisory No. 545 ..............................JFAB—Tuition/Admission of Nonresident Students
Policy Advisory No. 546 ..............................JK—Student Discipline
JK-RB—Student Discipline
Policy Advisory No. 547...........KDB-R—Public’s Right to Know/Freedom of Information
Manual Updates

The following updates are being made to the appropriate Policy Manual models.

Removal of references to Arizona Instrument to Measure Standards (AIMS). This includes documents IHA-E, IHB-R, IKE-RB, IKF, IKF-EA, IKF-RB and any local documents.

Removal of references to A.R.S. 15-701.02 (Alternative High School Graduation Requirements), R7-2-204 (repealed), and R7-2-302.09 (AIMS, Additional Credit, Augmentation).

For guidance see http://www.azed.gov/hsgraduation/ which states, in part:

Testing Requirements

AIMS
As of February 20, 2015, passing AIMS Reading, Writing and Mathematics is no longer required for graduation from high school.

Transitioning to AzMERIT

Beginning in Spring 2015, students will take a new state exam, AzMERIT. Passing AzMERIT is not a state requirement for graduation. However, local schools may choose to develop their own academic requirements related to the AzMERIT assessment.

Civics Test

In 2015, the Arizona legislature passed the American Civics Act (House Bill 2064). This bill will require students, beginning with the graduating class of 2017, to pass a civics test based on the United States Immigration and Naturalization civics questions. Students will be required to score 60% or higher in order to graduate from high school or obtain a high school equivalency certificate. As a courtesy, the Arizona Department of Education, with help from the Maricopa County Education Service Agency and Arizona educators, has developed a mostly multiple choice version of the required test.

Other Standardized Tests

Please note that this change does not affect AzMERIT, NCSC, AIMS Science, AIMS A Science, or AZELLA. All of these tests will still be administered as previously scheduled.
Required Standardized Testing/ Parent(s) May Not Opt Out Children

A.G.O. I15-008, Whether Parents Can Opt Their Children Out of Statewide School assessment Tests. In part, the attorney general stated the following:

Importantly, while a parent’s right to direct the education of a minor child allows a parent to choose whether to send a child to a public district or charter school, a private sectarian or secular school, or to choose homeschooling, it does not allow a parent who sends a child to a public school to prescribe the details of that child’s education. As the Ninth Circuit Court of Appeals noted, citing to the Sixth Circuit with favor,

While parents may have a fundamental right to decide whether to send their child to a public school, they do not have a fundamental right generally to direct how a public school teaches their child. Whether it is the school curriculum, the hours of the school day, school discipline, the timing and content of examinations, the individuals hired to teach at the school, the extracurricular activities offered at the school or, as here, a dress code, these issues of public education are generally “committed to the control of state and local authorities.”

The opinion concludes, School districts are required to “administer the tests” prescribed by the State Board of Education. A.R.S. § 15-741(C). Given this requirement, and because there is no right to opt out of statewide assessments, children who attend school during the testing windows are required to take assessments as scheduled.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.
POLICY ADVISORY DISCUSSION

Policy Advisory No. 536  BEC—Executive Sessions/Open Meetings

A brief addition to policies BEC, BEDA, and GCQF provides districts with more clarity and direction in the posting of notices and eliminates some potential confusion in the timeline allowed for an employee to request an open hearing.

Policy Advisory No. 537  BEDA—Notification of Board Meetings

A brief addition to policies BEC, BEDA, and GCQF provides districts with more clarity and direction in the posting of notices and eliminates some potential confusion in the timeline allowed for an employee to request an open hearing.

Policy Advisory No. 538  BEDH—Public Participation at Board Meetings

This policy is modified to insure compliance with A.R.S. 38-431.01(H) pertaining to Open Meeting Law.

Policy Advisory No. 539  EBBB-E—Accident Reports

The exhibit has been altered by adding several items to the report.

Policy Advisory No. 540  GBEB-R—Staff Conduct

An addition to this regulation emphasizes the admonition pertaining to employees of engaging in any activity to influence the outcome of an election while working in an official capacity for the district. A.R.S. 15-511 should be added to the legal references in Policy GBEB.

Policy Advisory No. 541  GCCC-ED — Professional/Support Staff Leaves of Absence Without Pay

The first sentence has been deleted and some language in the first paragraph has been modified for clarity.

Policy Advisory No. 542  GCQF—Discipline, Suspension and Dismissal of Professional Staff Member

A brief addition to policies BEC, BEDA, and GCQF provides districts with more clarity and direction in the posting of notices and eliminates some potential confusion in the timeline allowed for an employee to request an open hearing.

Policy Advisory No. 543  IKE — Promotion and Retention of Students

A student’s high school grade classification may be determined by each district as the definition included in the policy is neither in statute nor in the State Board of Education rules.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.
In response to district inquiries, Policy Services has explained that student promotion to a higher grade at midyear is permissible and is referenced in regulation IKE-RB. The Attorney General has opined in I84-016 the following: "A student may be promoted to more than one grade higher than his present grade. A teacher may promote a student at any time during the academic year.” Therefore, a district may determine the specific procedure(s) to document and standardize a mid-year/early promotion action.

Policy IKEB, Acceleration, is added as a cross reference to policy IKE.

Policy Advisory No. 544  
IKF — Graduation Requirements  
IKE — RB  
IKE-EA, IKE-EB

Several updates are necessary in Policy IKF, a regulation, and two exhibits due to the repeal of A.R.S. 15-701.02 (Alternative High School Graduation Requirements) and the removal of references to this statute and R7-2-302.09 (AIMS, Additional Credit, Augmentation) from the Manual.

Regulation IKF-RA is now IKF-R.

Regulation IKF-RB and exhibits IKF-EA and IKF-EB are deleted from the Manual.

Districts should review the Policy Alert of July 2015 which is reproduced in part below:

**Temporary Moratorium - Standardized Tests for High School Graduation**

Senate Bill 1191 provides for a temporary moratorium on the requirement of obtaining a passing score on a standardized test in order to graduate from high school. This has been enacted as an emergency measure and is effective for the 2014-2015, 2015-2016, 2016-2017, and 2017-2018 school years. The civics portion of the naturalization test under section 15-701.01, Arizona Revised Statutes, is not included in the moratorium. This has not been codified in Arizona Revised Statutes.

**Retroactive Effect - Pupil’s Score on an Assessment and Letter Grades**

Senate Bill 1289 prescribes a transition process to revise the school and school district accountability system. The bill states “Notwithstanding any other law, a pupil’s score on an assessment selected pursuant to section 15-741, Arizona Revised Statutes, may not be used as a factor in determining a pupil’s letter grade in any particular course in school years 2014-2015 and 2015-2016” and “is effective retroactively to from and after June 30, 2014.” This has not been codified in Arizona Revised Statutes.


Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.
Policy Advisory No. 545  

JFAB—Tuition/Admission of Nonresident Student

A paragraph pertaining to the admission of students who are United States residents but nonresidents of the state has been moved and designated as a discretionary, not mandatory, action of the Governing Board.

Policy Advisory No. 546  

JK — Student Discipline

JK-RB

Policy JK has been altered by moving some language and modifying a heading title in order to eliminate the assumption that everything that follows in this document pertains to special needs students.

Clarification has been added to communicate the rules pertaining to discipline, suspension, expulsion, and the provisions pertaining to confinement of pupils to students at the beginning of each school year, and to transfer students at the time of their enrollment in school.

The sub-title and one paragraph heading in JK-RB, are modified to “students with special needs/disabilities” to agree with the remainder of the document.

Language pertaining to restraint and seclusion applicable to all students was added to document JK, Student Discipline, in Policy Advisory 530. This has generated some discussion and questions among educators pertaining to the practical application of the policy in a variety of situations, including confrontations with students; however, it may be instructive for districts to be aware of the Governor’s letter dated April 13, 2015, expressing his recommendation that the legislature consider “protections to well-intentioned individuals acting in good faith in emergency situations” during the next legislative session.

Additionally, the statute pertaining to restraint and seclusion, ARS 15-105, includes this language in subsection F: *This section does not prohibit schools from adopting policies pursuant to section 15-843, subsection B, paragraph 3.*

Therefore, Policy Services has retained this paragraph in Policy JK: *Schools are not prohibited from adopting policies which include procedures for the reasonable use of physical force by certificated or support staff personnel in self-defense, defense of others and defense of property (A.R.S. 15-843, subsection B, paragraph 3.)*

The remainder of Policy Advisory 530 pertaining to document JK-RB is unchanged and has been included in the document model.

Policy Advisory No. 546  

KDB-R—Public’s Right to Know/Freedom of Information

This regulation is updated with information related to charges for records to be used for a commercial purpose and with changes to a superintendent’s response for making records available promptly without the necessity of a written statement of denial of access.

*Note:* This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.
Arizona Attorney General Opinion, A.G.O. I13-012, Charging Copying Fees Under Arizona’s Public Records Law, provides more specifics on the issue of charging fees for noncommercial purposes. The basic questions and answers included in the opinion are these:

Questions:

1. May a public body charge a copying fee for a public records request if the requesting party has not specifically asked for a copy of the record but the public body must make a copy to allow for inspection?
2. May a public body charge a copying fee when a requesting party copies public records using a personal device, provided that the copying is not disruptive to public business?

Answers:

1. No. Pursuant to Arizona’s public records law, a member of the public is entitled to inspect public records at all times during a public body’s office hours. Although a public body may charge a fee to copy and mail public records when that action is requested, the statute does not expressly permit charging a fee when the requesting party wants merely to inspect public records. If, for whatever reason, the public body must make a copy of a public record to properly provide the record to the requesting party for inspection, then charging a copying fee is not appropriate.

2. No. A public body may charge copying fees under Arizona’s public records law only if the public body itself makes the copies using public resources and furnishes them to the requesting party. In the event that a member of the public seeks to inspect public records and make copies using his or her own personal device, Arizona’s public records law does not allow a public body to charge a fee.

The attorney general concluded that Arizona’s public records law allows a public body to impose copying fees in response to public records requests for noncommercial purposes. Under that law, a public body can impose copying fees to offset copying costs only when a requesting party asks the public body to furnish copies of records. A public body should not impose copying fees on a party making a public records request when the requesting party asks only to inspect records or uses a personal device to make his or her own copies.

If you have any questions, call Policy Services at (602) 254-1100. Ask for Chris Thomas, Director of Legal/Policy Services; Dr. Terry Rowles, Assistant Director; Steve Highlen, Senior Policy Consultant; or David DeCabooter, Policy Consultant. Our E-mail addresses are, respectively, [cthomas@azsba.org], [trowles@azsba.org], [shighlen@azsba.org] and [ddecabooter@azsba.org]. You may also fax information to (602) 254-1177.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to review the policy references and consult an attorney for further explanation.
BEC ©
EXECUTIVE SESSIONS / OPEN MEETINGS

The Board may enter into executive session after the following requirements have been met:

A. A notice of the executive session has been provided to the Board members and the general public stating the provision of law authorizing the executive session in accordance with Board Policy BEDA.

B. The Board has first been convened in open meeting, for which notice, stating the specific provision of law authorizing the executive session, has been given.

C. The Board President has identified the section or sections of A.R.S. 38-431.03 that authorize the holding of the executive session and has stated the language of the section(s) and a general description of the matters to be considered.

D. The executive session is authorized by a vote in open session, either during the current Governing Board meeting or at a prior meeting of the Board designating the time and the date of the future executive session.

The Governing Board shall provide any officer, appointee, or employee to be considered or discussed at a meeting with written notice of the executive session as is appropriate but not less than twenty-four (24) hours for the officer, appointee, or employee to determine whether the discussion or consideration should occur at a public meeting.

No final action, decision, or vote shall be taken while the Board is in executive session, except as provided by law.

The Board shall reconvene the open meeting after an executive session prior to adjourning the meeting.

During the executive session, all persons present in the executive session will be read the admonition on the confidentiality of the executive session minutes and deliberations.

Adopted: date of Manual adoption

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.
LEGAL REF.:
A.R.S.
15-843
38-431.01
38-431.02
38-431.03
A.G.O.
I79-45
I79-49
I79-126
I79-136
I80-118
I80-146
I81-058
I81-060
I81-090

CROSS REF.:
BBBB - Board Member Oath of Office
BEDA - Notification of Board Meetings
BEDG - Minutes
JKD - Student Suspension

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.
BEDA ©
NOTIFICATION OF BOARD MEETINGS

A statement shall be conspicuously posted on the District's website specifying where all notices of the Governing Board meetings are posted, including the physical and electronic locations, and give additional public notice as is reasonable and practicable as to all meetings.

The District shall post all Governing Board public meeting notices on its website and give additional public notice as is reasonable and practicable as to all meetings. When the District has complied with all other public notice requirements of A.R.S. 38-431.02, the Board is not precluded from holding a meeting for which notice was posted when a technological problem or failure either:

A. prevents the posting of public notice on the District website, or

B. temporarily or permanently prevents use of all or part of the District's website.

When an executive session of the Board is scheduled a notice of the executive session stating the provision of law authorizing the executive session and including a general description of the matters to be considered shall be provided to:

A. the members of the Governing Board, and

B. the general public.

At least twenty-four (24) hours prior to the meeting notice shall be given to the members of the Governing Board and to the general public by posting in the designated public place(s) the time and place, and the meeting agenda or any change in the meeting agenda. The notice shall include an agenda of the matters to be discussed, considered or decided at the meeting, or include information on how the public may obtain a copy of the agenda.

The twenty-four (24) hour notice period:

A. May include Saturday when, in addition to any website posting, the public has twenty-four (24) hour access to the physical posting location.

B. Does not include Sundays and other holidays prescribed in A.R.S. 1-301.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.
A twenty-four (24) hour meeting notice is not required in the case of an actual emergency, however, notice shall be given and procedures followed in accordance with the requirements of 38-431.02 as are appropriate to the circumstances.

The Governing Board shall provide any officer, appointee, or employee to be considered or discussed at a meeting with written notice of the executive session as is appropriate but not less than twenty-four (24) hours for the officer, appointee, or employee to determine whether the discussion or consideration should occur at a public meeting.

A meeting may be recessed and resumed with less than twenty-four (24) hours notice when proper initial meeting notice was given and, before recessing, public notice is given specifying the time and place the meeting will be resumed or identifying the method by which such notice shall be publicly given.

When the Governing Board intends to meet at a regular place and time on a regular day, date or event for a specified calendar period, the District may post notice of the beginning of the applicable calendar period and the period for which the notification is valid.

Adopted: date of Manual adoption

LEGAL REF.:
A.R.S.
1-301
15-321
15-341
38-431.01
38-431.02
A.G.O.
I79-45

CROSS REF.:
BE - School Board Meetings
BEC - Executive Sessions/Open Meetings
BEDB – Agenda
BEDH ©
PUBLIC PARTICIPATION AT
BOARD MEETINGS

All regular and special meetings of the Board shall be open to the public.

The Board invites the viewpoints of citizens throughout the District, and considers the responsible presentation of these viewpoints vital to the efficient operation of the District. The Board also recognizes its responsibility for the proper governance of the schools and therefore the need to conduct its business in an orderly and efficient manner.

The Board therefore establishes the following procedures to receive input from citizens of the District:

A. Any individual desiring to address the Board shall complete a form (Request to Address Board) and give this form to the Superintendent prior to the start of the Board meeting.

B. The Board President shall be responsible for recognizing speakers, maintaining proper order, and adhering to any time limit set. Questions of fact asked by the public shall, when appropriate, be answered by the President or referred to the Superintendent for reply. Questions requiring investigation shall be referred to the Superintendent for later report to the Board. Questions or comments on matters that are currently under legal review will not receive a response.

C. If considered necessary, the President shall set a time limit on the length of the comment period. In order to ensure that each individual has an opportunity to address the Board, the President may also set a time limit for individual speakers.

D. Members of the public may be recognized by the President to assist the Board with information for the conduct of its official business.

D. Personal attacks upon Board members, staff personnel, or other persons in attendance or absent by individuals who address the Board are discouraged. Presenters are cautioned that statements or representations concerning others that convey an unjustly unfavorable impression may subject the presenter to civil action for defamation. Policies KE, KEB, KEC, and KED are provided by the Board for disposition of legitimate complaints, including those involving individuals. Upon conclusion of the open call to the public, individual members of the Board may respond to any criticism made by an individual who has addressed the Board.

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The Superintendent shall ensure that a copy of this policy is posted at the entrance to the Board meeting room, and that an adequate supply of forms is available.

Adopted: date of Manual adoption

LEGAL REF.:
A.R.S.
38-431.01

CROSS REF.:
BDB - Board Officers
BHC - Board Communications with Staff Members
BHD - Board Communications with the Public
KEB - Public Concerns/Complaints about Personnel
EXHIBIT

ACCIDENT REPORTS

STUDENT ACCIDENT REPORT

School _______________________________ Date of report ___________________

School address: ____________________________________________________________

Name ________________________________________________________________

Sex:  _ Male  _ Female  Grade____  Date of Birth ________________________________

Age______  Home address _____________________________________________________

Home address ____________________________________________________________

Phone___________________________  Teacher ______________________________

E-mail address __________________________________________________________

Time of accident:  Hour ___________  a.m.  p.m.  Date _________________________

Place of accident:  ¨ School building  ¨ School grounds  ¨ To or from school

¨ Interscholastic athletics

Witness:

Name ___________________________  Address _______________________________

Phone Number _____________________  Title/Position _________________________

Description of Accident:

How did the accident happen?  What occurred and how did it occur?  Using

quotation marks appropriately, what did the student state?  (Use quotes.) Where

was the student?  Describe first aid given.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Signature of person reporting ________________________________

________________________________________________________________________

Was the parent or other individual notified?  □ No  □ Yes  When?____________

Name of individual notified ___________________________  How?________________

By whom? _______________________________________________  __________________

First aid treatment ___________________________  By whom?________________

__ Called 911;  Sent to:  __ Home  __ Physician  __ Class ____________ Hospital

How was student transported?  _________________________________________

__ District office notified.  Time ___________  By whom?_____________________
Location  __Athletic field  __Playground  __Classroom  __Corridor of
__Cafeteria  __Dressing room  __Gymnasium  __Home ec.
accident:  __Bus  __Science lab  __Rest room  __School grounds  __Shop
__Showers  __Stairs  __Bus stop  __Other____________________

Follow-up:
Report to law enforcement agency or fire department?  __Yes  __No
Agency/Dept. _____________________  Date of Report: _____________________
Officer ID Number ____________  D.R./I.R. # _____________________________
Agency/Dept. Response __________________________________________________
_____________________________________________________________________
_____________________________________________________________________
Other _________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

Total number of days absent: _______  Nature of injury:  __Abrasions
__Amputation  __Animal bite  __Avulsed tooth  __Fracture
__Human bite  __Laceration  __Puncture  __Scratches  __Sprain
__Strain  __Other____________________

Part of body injured:  __Ankle  __Arm  __Back  __Clavicle  __Elbow
__Eye  __Face  __Finger  __Foot  __Hand  __Head  __Knee  __Leg
__Nose  __Scalp  __Toe  __Tooth  __Wrist  __Other ________________________

Superintendent's signature  Date  H/A or Nurse Signature  Date
REGULATION

STAFF CONDUCT

No employee, while on or using school property, otherwise acting as an agent, or working in an official capacity for the District shall engage in:

A. Physical or verbal abuse of, or threat of harm to, anyone.

B. Causing damage, or threat of damage, to property of the District or property of a member of the community or a visitor to the school when the property is located on premises controlled by the District.

C. Forceful or unauthorized entry to or occupation of District facilities, including buildings and grounds.

D. Use, possession, distribution, or sale of alcohol or of drugs or other illegal substances.

E. Use of profane or abusive language, symbols, or conduct.

F. Failure to comply with lawful direction of District officials, security officers, or any other law-enforcement officer, or failure to identify oneself to such officials or officers when lawfully requested to do so.

G. The carrying or possession of a weapon on school grounds without authorization from the appropriate school administrator.

H. A violation of District policies and regulations.

I. Any conduct violating federal, state, or applicable municipal law or regulation.

J. Any other conduct that may obstruct, disrupt, or interfere with teaching, research, service, administrative, or disciplinary functions of the District, or any other activity sponsored or approved by the Board.

K. The use of District resources, as defined in A.R.S. 15-511 and District Policy GBI, Staff Participation in Political Activities, to influence the outcome of an election.

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In addition to the foregoing, all staff members are expected to:

A. Thoroughly acquaint themselves with the rules, regulations, and other information applicable to them contained within the policies of the Board.

B. Conduct themselves in a manner consistent with effective and orderly education and to protect the students and the District property.

C. Maintain order in a manner consistent with District policies and regulations.

D. Comply promptly with all orders of the Superintendent and the administrator who is their immediate supervisor.

E. Dress and maintain a general appearance that reflects their position and does not detract from the educational program of the school.

F. Comply with the requirement of A.R.S. 15-515 by immediately reporting to the Superintendent or the administrator who is their immediate supervisor:

1. A violation of A.R.S. 13-3102 [possession of a deadly weapon on school grounds].

2. A violation of A.R.S. 13-3111 [possession of a firearm by a minor without authorization (in Maricopa and Pima Counties and where otherwise adopted by local ordinance)].

3. A violation of A.R.S. 13-3411 [possession, use, or intent to sell marijuana, peyote, or dangerous or narcotic drugs, or intent to sell prescription-only drugs in a drug-free school zone (i.e., school grounds and the area within three hundred [300] feet and public property within one thousand [1,000] feet of school grounds, the area at a school bus stop, and a school bus)].

Any administrator receiving a report of a violation of A.R.S. 13-3102, 13-3111, or 13-3411 shall immediately report such violation to a peace officer in compliance with A.R.S. 15-515.

Employees of the District who violate these rules are subject to disciplinary action.
MILITARY FAMILY LEAVE

On January 28, 2008, President Bush signed into law the

The National Defense Authorization Act for FY 2008 (NDAA), Public Law 110-181, Section 585(a), of the NDAA amended the Family and Medical Leave Act of 1993 (FMLA) to provide eligible employees working for covered employers two (2) important new leave rights related to military service:

(1) New Qualifying Reason for Leave. Eligible employees are entitled to
up to twelve (12) weeks of leave because of "any qualifying exigency" arising
out of the fact that the spouse, son, daughter, or parent of the employee is on
active duty, or has been notified of an impending call to active duty status, in
support of a contingency operation. By the terms of the statute, this
provision requires the Secretary of Labor to issue regulations defining "any
qualifying exigency." In the interim, employers are encouraged to provide
this type of leave to qualifying employees.

(2) New Leave Entitlement. An eligible employee who is the spouse, son,
daughter, parent, or next of kin of a covered service member who is
recovering from a serious illness or injury sustained in the line of duty on
active duty is entitled to up to twenty-six (26) weeks of leave in a single
twelve (12)-month period to care for the service member. This provision
became effective immediately upon enactment. This military caregiver leave
is available during "a single twelve (12)-month period" during which an
eligible employee is entitled to a combined total of twenty-six (26) weeks of all
types of FMLA leave.

Additional information on the amendments and a version of Title I of the
FMLA with the new statutory language incorporated are available on the
NDAA_fmla.htm.

A Spanish translation of this form may be downloaded

Note: This material is written for informational purposes only, and not as
legal advice. You may wish to consult an attorney for further explanation.
Categories of Misconduct

Certificated staff members may be disciplined for infractions that include, but are not limited to, the following categories:

A. Engaging in unprofessional conduct.
B. Committing fraud in securing appointment.
C. Exhibiting incompetency in their work.
D. Exhibiting inefficiency in their work.
E. Exhibiting improper attitudes.
F. Neglecting their duties.
G. Engaging in acts of insubordination.
H. Engaging in acts of child abuse or child molestation.
I. Engaging in acts of dishonesty.
J. Being under the influence of alcohol while on duty.
K. Engaging in the illicit use of narcotics or habit-forming drugs.
L. Being absent without authorized leave.
M. Engaging in discourteous treatment of the public.
N. Engaging in improper political activity.
O. Engaging in willful disobedience.
P. Being involved in misuse or unauthorized use of school property.
Q. Being involved in excessive absenteeism.
R. Carrying or possessing a weapon on school grounds unless they are peace officers or have obtained specific authorization from the appropriate school administrator.

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Statutory Requirements

Certificated staff members disciplined under A.R.S. 15-341, A.R.S. 15-539, or other applicable statutes:

A. May not be suspended with or without pay for a period exceeding ten (10) school days under A.R.S. 15-341.

B. May be suspended without pay for a period of time greater than ten (10) school days or dismissed under A.R.S. 15-539.

C. Shall be disciplined under procedures that provide for notice, hearing, and appeal, subject to the requirements of A.R.S. 15-341 or A.R.S. 15-539, whichever is appropriate.

D. Shall, if disciplined under A.R.S. 15-539 or other applicable statutes, excluding A.R.S. 15-341, receive notice in writing served upon the certificated staff member personally or by United States registered or certified mail addressed to the employee's last-known address. A copy of charges specifying instances of behavior and the acts of omissions constituting the charge(s), together with a copy of all applicable statutes, shall be attached to the notice.

E. Shall have the right to a hearing in accordance with the following:

1. Suspension under A.R.S. 15-341. The supervising administrator will schedule a meeting not less than two (2) days nor more than ten (10) days after the date the certificated staff member receives the notice.

2. Dismissal or dismissal with suspension included under A.R.S. 15-539. A certificated staff member's written request for a hearing shall be filed with the Board within ten (10) days after service of notice. The filing of a timely request shall suspend the imposition of a suspension without pay or a dismissal pending completion of the hearing.

General Provisions for Discipline
Under A.R.S. 15-341

General provisions for discipline are as follows:

A. Informal consultation. Nothing contained herein will limit a supervising administrator's prerogative to engage in informal consultation with a certificated employee to discuss matters of concern related to the employee's performance, conduct, et cetera; however, when it is apparent that disciplinary action toward a certificated employee is likely to become a part of the certificated staff member's personnel record as permitted by A.R.S. 15-341, the procedures outlined herein shall be followed.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.
B. **Persons authorized to impose discipline.** Any supervising administrator who is the immediate or primary supervisor of a certificated staff member is authorized to impose a penalty or penalties, short of dismissal. Only the Board may dismiss a certificated staff member.

C. **Notice.** Any person who is required by this policy to give written notice to any other person affected by this policy may do so by any means reasonably calculated to give the recipient actual knowledge of the notice within a reasonable amount of time. When time is calculated from the date a notice is received, the notice is deemed to be received on the date it is hand delivered or three (3) calendar days after it is placed in the mail.

D. **Administrative discretion.** In adopting these policies and procedures, it is the intention of the District that they be interpreted and applied in a reasonable fashion. The policies and regulations are not intended to restrict or eliminate the discretion traditionally afforded to supervising administrators to determine whether discipline is appropriate. Supervising administrators are therefore directed to continue to use reasonable discretion in determining whether a particular alleged violation merits discipline.

E. **Right not to impose discipline.** The District reserves the right not to discipline a certificated staff member for conduct that violates this policy.

F. **Definition of work days.** For the purposes of this policy, a work day is any day that the District's central administrative office is open for business.

G. **Additional reasons for discipline.** A certificated staff member may be disciplined for conduct that has occurred but that, at or near the time of misconduct, was not the subject of or identified as a reason for a specific proceeding under this policy.

**Procedure for Discipline**

**Under A.R.S. 15-341**

The following procedures will be used to impose any discipline that 1) shall become a part of the certificated staff member's personnel record and 2) is permitted under A.R.S. 15-341:

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.
Step 1 - Notice:

A. Upon the supervising administrator's determination of the existence of cause to impose discipline, the supervising administrator shall notify the certificated staff member of intent to impose discipline. The notice shall be in writing and shall be delivered in person or by first-class mail. The notice shall include the following:

1. The conduct or omission on the part of the certificated staff member that constitutes the reason for discipline.

2. A scheduled meeting time between the supervising administrator and the certificated staff member. Such meeting shall be scheduled not more than ten (10) working days after the date the certificated staff member receives the notice.

3. A statement of the disciplinary action the supervising administrator intends to impose, including, if applicable, the number of days of suspension with or without pay.

4. Copies of any available relevant documentation, at the discretion of the supervising administrator.

Step 2 - Discipline Hearing:

A. At the hearing, the supervising administrator shall discuss with the certificated staff member the conduct that warrants disciplinary action and shall provide the certificated staff member with any appropriate evidence and a copy of relevant documentation if not previously provided.

B. The supervising administrator shall conduct the hearing in an informal manner, without adherence to the rules of evidence and procedure required in judicial proceedings.

Step 3 - Decision (in writing):

At the hearing, or within ten (10) working days following the hearing, the supervising administrator shall, in writing, inform the certificated staff member of the decision. If the decision is to impose discipline, written notice of the discipline shall be enclosed. The written notice of the decision shall state that a copy of the notice, decision, and a record of the disciplinary action shall be placed in the certificated staff member's personnel file and shall specify the date the discipline shall be imposed unless the certificated staff member files a written request for appeal within five (5) working days after the decision is delivered to the certificated staff member. If the certificated staff member requests an appeal of the decision, the imposition of any discipline shall be suspended pending the outcome of the appeal.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.
**Step 4 - Appeal:**

Discipline imposed may be appealed at the next organizational level, in writing, to the appropriate assistant superintendent or the Superintendent. Only when the discipline is determined by the Superintendent shall the appeal be to the Board, which, at its discretion, may appoint a hearing officer. The appeal shall contain a brief statement of the reasons why the certificated staff member believes the administrator's decision is incorrect. Appeal is limited to one (1) organizational level above the level of the supervising administrator who imposed the discipline.

The appeal shall specifically describe the part of the determination with which the certificated staff member disagrees:

A. Determination was founded upon error of construction or application of any pertinent regulations or policies.

B. Determination was unsupported by any evidence as disclosed by the entire record.

C. Determination was materially affected by unlawful procedure.

D. Determination was based on violation of any statutory or constitutional right.

E. Determination was arbitrary and capricious.

F. The penalty was excessive.

The supervising administrator, the Superintendent, or, when appropriate, the Board or the Board-appointed hearing officer may, at the conclusion of the appeal, uphold the discipline, modify the decision, or refer the matter back to the level from which it was appealed for rehearing and additional information. Such decision, along with specific direction as to the effective date of any discipline, shall be communicated to the certificated staff member within a reasonable amount of time following the appeal, not to exceed seven (7) working days.

The assigned hearing officer shall, by use of a mechanical device, make a record of the appeal hearing.

This policy, under A.R.S. 15-341, does not apply to dismissal of a certificated staff member except to the extent that the Board may find, subsequent to dismissal proceedings, that a lesser form of discipline as set forth in this policy should be imposed.
Not all administrative actions regarding a certificated staff member are considered "discipline," even though they may involve alleged or possible violations by the certificated staff member. This policy addresses only discipline and has no application to any of the following:

A. The certificated staff member evaluation procedure or the resulting evaluations as they pertain to the adequacy of the certificated staff member's classroom performance.

B. Letters or memorandums directed to a certificated staff member containing directives or instructions for future conduct.

C. Counseling of a certificated staff member concerning expectations of future conduct.

D. Nonrenewal of a contract of a certificated staff member employed by the District for less than the major portion of three (3) consecutive school years (noncontinuing certificated staff member).

General Provisions for Suspension Without Pay or Dismissal Under A.R.S. 15-539

Step 1 - Notice:

A. The Governing Board, except as otherwise provided by A.R.S. 15-539, shall upon receipt of a written statement of charges from the Superintendent that cause exists for the suspension of a certificated teacher without pay for a period longer than ten (10) school days or dismissal, shall give notice to the teacher of the Board's intention to suspend without pay or dismiss the teacher at the expiration of ten (10) days from the date of service of the notice.

1. If charges presented to the Board for dismissal of a certificated person allege immoral conduct, the charge or a resignation involving such charges shall be reported to the Department of Education.

2. Whenever the statement of charges by the Superintendent allege immoral or unprofessional conduct as the cause for dismissal, the Board may adopt a resolution to file a complaint with the State Department of Education. Pending disciplinary action by the State Board, the certificated teacher may be reassigned by the Superintendent or the Governing Board may place the teacher on administrative leave and give notice to the teacher of the administrative leave of absence pursuant to A.R.S. 15-540.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.
3. As used in this policy, immoral conduct means any conduct that is contrary to the moral standards of the community and that reflects an unfitness to perform the duties assigned to the certificated staff member.

B. The Governing Board, upon adoption of a written statement charging a certificated teacher with cause for suspension without pay or dismissal, may immediately place the teacher on administrative leave of absence and give the teacher notice of the administrative leave of absence.

C. Written notice of the administrative leave of absence shall be served on the teacher personally or by United States registered mail addressed to the teacher at the teacher's last known address.

**Step 2 – Hearing for Suspension Without Pay or Dismissal:**

A. The Governing Board shall decide whether to hold a hearing on the dismissal or suspension of a certificated teacher without pay for a period of time longer than ten (10) days as provided in A.R.S. 15-541.

**OPTIONS** - The Governing Board may provide, (A) by policy or (B) vote at its annual organizational meeting, that all hearings conducted pursuant to this section shall be conducted before a hearing officer.

B. If the Governing Board decides not to hold a hearing, the Board shall designate a hearing officer to:

1. hold the hearing,
2. hear the evidence,
3. prepare a record of the hearing, and
4. issue a recommendation to the Board for action.

C. If the parties cannot mutually agree on a hearing officer, a hearing officer shall be selected by the Governing Board from a list provided by the State Department of Education or the American Arbitration Association.

D. A hearing held pursuant to A.R.S. 15-541 may not be conducted by any hearing officer having a personal interest which would conflict with the hearing officer's objectivity in the hearing.
E. The hearing shall be held:

1. not less than fifteen (15) days, nor
2. not more than thirty (30) days.
3. after the request is filed, unless all parties to the hearing mutually agree to a different hearing date.

F. Notice of the time and place of the hearing shall be given to the teacher not less than three (3) days before the date of the hearing.

G. The teacher may request that the hearing be conducted in public or private.

H. The Governing Board shall provide any officer, appointee, or employee to be considered or discussed at a meeting with written notice of the executive session as is appropriate but not less than twenty-four (24) hours for the officer, appointee, or employee to determine whether the discussion or consideration should occur at a public meeting.

I. At the hearing the teacher may appear in person and by counsel, if desired, and may present any testimony, evidence or statements, either oral or in writing, in the teacher's behalf.

J. An official record of the hearing, including all testimony recorded manually or by mechanical device, and exhibits shall be prepared by the Governing Board or the hearing officer.

K. The teacher who is the subject of the hearing may not request that the testimony be transcribed unless the teacher agrees in writing to pay the actual cost of the transcription.

L. Within ten (10) days after a hearing conducted by the Governing Board the Board shall:

1. determine whether there existed good and just cause for the notice of dismissal or suspension, and
2. affirm or withdraw the notice of dismissal or suspension.

M. Within ten (10) days after a hearing conducted by a hearing officer, the hearing officer shall:

deliver a written recommendation to the Governing Board that includes findings of fact and conclusions.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.
M N. Parties to the hearing have the right to object to the findings of the hearing officer and present oral and written arguments to the Governing Board.

N O. The Governing Board has an additional ten (10) days to determine whether good and just cause existed for the notice of dismissal or suspension and shall render its decision accordingly, either affirming or withdrawing the notice of suspension or dismissal.

Good and just cause does not include religious or political beliefs or affiliations unless they are in violation of the oath of the teacher.

Additional Provisions and Conditions

During the pendency of a hearing, neither the certificated staff member nor the supervising administrator shall contact the Superintendent or a Board member to discuss the merits of the supervising administrator's recommendation or charges and proposed discipline except as provided by this policy. No attempt shall be made during such period to discuss the merits of the charges with the person designated to act as hearing officer.

The Governing Board shall keep confidential the name of a student involved in a hearing for dismissal, discipline, or action on a teacher's certificate, with exceptions as noted in A.R.S. 15-551.

Amendments. The District reserves the right to amend this policy in any way at any time. Any amendment shall have prospective application only.

Severability. If any provision of this policy is held to be invalid for any reason, such action shall not invalidate the remainder of this policy. If any provision of this policy conflicts with any provisions in any other policies adopted by the District, the provisions of this policy shall prevail.

Adopted: date of Manual adoption

LEGAL REF.: A.R.S.
13-2911
15-203
15-341
15-342
15-350
15-503
15-507
15-508

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.
CROSS REF.:
DKA - Payroll Procedures/Schedules
GCJ - Professional Staff Noncontinuing and Continuing Status
GCO - Evaluation of Professional Staff Members
IKE ©
PROMOTION AND RETENTION
OF STUDENTS

(Promotion or Retention of Elementary Students;
High School Course Pass or Fail)

Regular Education

The District is dedicated to the continuous development of each student.

Year to year promotion of a student in grades one (1) through eight (8) will be based upon standards for each basic subject area as identified in the course of study. The District may conduct a ceremony to honor pupils who have been promoted from the eighth (8th) grade.

The District standards that students must achieve shall include accomplishment of the standards in reading, written communication, mathematics, science, and social studies adopted by the State Board of Education.

The promotion of a student from grade three (3) shall be conditioned on the satisfaction of the applicable competency requirements prescribed by A.R.S. 15-701 and depicted in Administrative Regulation IKE-RB.

In addition to these standards, test scores, grades, teacher-principal recommendations, and other pertinent data will be used to determine promotion.

Retention of students is a process that is followed when the professional staff, in consultation with the parent, determines it to be in the best interests of the student. Though primary grades are suggested as the most appropriate time, retention may be considered at any grade level.

When circumstances indicate that retention is in the best interest of the student, the student will have individual consideration, and decisions will be made only after a careful study of facts relating to all phases of the student's growth and development. The student's academic achievement level and mental ability are important, but physical and social characteristics are also important factors. A decision should be based on sufficient data, collected over a period of time and motivated by a desire to place students in school programs where they will be the most successful.
The earning of credit for a high school course is based on the student's satisfactory completion of the course academic requirements as demonstrated by the student's course grade. Periodic grade reports shall inform the student and the student's parent(s)/guardian(s) of the student's progress in a course. The teacher should further inform and confer with the student's parent(s)/guardian(s) whenever the student's lack of satisfactory progress in the course indicates a trend toward the student receiving a failing course grade. No course credit is granted for a failing grade.

A student's high school grade classification (i.e., freshman—ninth [9th]; sophomore—tenth [10th]; junior—eleventh [11th]; or senior—twelfth [12th]) is determined by the number of units of credit the student has earned relative to the respective minimum number of credits to attain each successive classification. A student must achieve passing grades in the number of required and elective course credits prescribed by the Governing Board and the State Board of Education to be granted a high school diploma.

In addition to the above, such decisions, when applied to students enrolled in special education, shall be on a case-by-case basis, consistent with the individualized education program and in accordance with A.A.C.R7-2-301 and R7-2-401.

**Special Education**

Students who do not meet regular promotion requirements must meet the course of study and promotion requirements for special education under the guidance of A.A.C. R7-2-401. The programs for such students may include adaptations.

Any student unable to meet regular academic requirements for promotion must meet the requirements of an alternative curriculum derived from the regular curriculum, which will be developed by an individualized educational program (IEP) team on an individual basis. Students placed in special education will complete the course of study as prescribed in their individual promotion plans and implemented through their individual education programs. Course work will be presented at a level commensurate with the student's ability. The student's permanent file shall identify the courses completed through special education; however, the student will receive the standard certificate of promotion.

Adopted: date of Manual adoption
LEGAL REF.:
A.R.S.
15-203
15-341
15-342
15-521
15-701
15-701.01
15-715
15-802
A.A.C.
R7-2-301
R7-2-309
R7-2-401
A.G.O.
I84 - 016

CROSS REF.:
IHA - Basic Instructional Program
IKEB - Acceleration
IKF - Graduation Requirements
Regular Education

A minimum number of units of credit are required for graduation by the Arizona State Board of Education. Listed below are the units that must be completed before a student may receive a high school diploma. Each student shall demonstrate accomplishment of the standards in reading, writing, science, social studies, and mathematics adopted by the State Board of Education and pass each of the sections of the required competency test. A student not successfully passing the competency test shall graduate with a recognized diploma if the student meets the alternative graduation requirements established by A.R.S. 15-701.02. The Superintendent shall prepare regulations to implement the alternative graduation requirements and appoint a hearing officer for appeals.

Graduation requirements may be met as follows:

A. By successful completion of subject area course requirements.

B. By mastery of the standards adopted by the State Board of Education and other competency requirements for the subject as determined by the Governing Board in accord with A.A.C. R7-2-302.02 and rules established by the Superintendent.

C. By earning credits through correspondence courses (limited to one [1] in each of the four [4] major subject areas) and/or by passing appropriate courses at the college or university level if the courses are determined to meet standards and criteria established by the Board and in accord with A.R.S. 15-701.01.

D. By the transfer of credits as described in Policy JFABC.

E. An out-of-state transfer student is not required to pass the competency test to graduate if the student has successfully passed a statewide assessment test on state adopted standards that are substantially equivalent to the State Board Adopted Academic Standards.

Graduation requirements as determined by the Arizona State Board of Education (R7-2-302.02) and the District Governing Board are as follows:
English 4.0 units
Math 4.0 units*
Science 3.0 units**
Social Studies 3.0 units***
  American Government and Arizona Government 0.5 unit
  American History - including Arizona History 1.0 unit
  World History and Geography 1.0 unit
  Economics 0.5 unit
  Fine Arts or Career, Technical and Vocational Education 1.0 unit
Electives 7.0 units
Total 22.0 units

* In lieu of one (1) credit of Algebra II or its equivalent course content a student may request a personal curriculum in mathematics following R7-2-302.03.

* Math courses shall consist of Algebra I, Geometry, Algebra II, (or its equivalent) and an additional course with significant math content as determined by the Governing Board (Governing Body).

Pursuant to the prescribed graduation requirements adopted by the State Board of Education, the Governing Board may approve a rigorous computer science course that would fulfill a mathematics course required for graduation from high school. The Governing Board may only approve a rigorous computer science course if the rigorous computer science course includes significant mathematics content and the Governing Board determines the high school where the rigorous computer science course is offered has sufficient capacity, infrastructure and qualified staff, including competent teachers of computer science.

** Three (3) credits of science in preparation for proficiency at the high school level on the Arizona Instrument to Measure Standards (AIMS) test or successor test, a state required test.

*** Beginning in the 2016-2017 school year, the competency requirements for social studies shall include a requirement that, in order to graduate from high school or obtain a high school equivalency diploma, a pupil must correctly answer at least sixty (60) of the one hundred (100) questions listed on a test that is identical to the civics portion of the naturalization test used by the United States Citizenship And Immigration Services. The District school shall document on the pupil's transcript that the pupil has passed a test that is identical to the civics portion of the naturalization test used by the United States Citizenship and Immigration Services.
The Governing Board may determine the method and manner in which to administer a test that is identical to the civics portion of the naturalization test used by the United States Citizenship and Immigration Services. A pupil who does not obtain a passing score on the test that is identical to the civics portion of the naturalization test may retake the test until the pupil obtains a passing score.

**Special Education**

Listed above, under "Regular Education," are the requirements that must be completed before a student may receive a high school diploma. Completion of graduation requirements for special education students who do not meet the required units of credit shall be determined on a case-by-case basis in accordance with the special education course of study and the individualized education program of the student. Graduation requirements established by the Governing Board may be met by a student as defined in A.R.S. 15-701.01 and A.A.C. R7-2-302.

Pupils who receive special education shall not be required to achieve passing scores on the Arizona Instrument To Measure Standards test or the test that is identical to the civics portion of the naturalization test under section 15-701.01 in order to graduate from high school unless the pupil is learning at a level appropriate for the pupil's grade level in a specific academic area and unless a passing score on the Arizona Instrument To Measure Standards test or the test that is identical to the civics portion of the naturalization test under section 15-701.01 is specifically required in a specific academic area by the pupil's individualized education program as mutually agreed on by the pupil's parents and the pupil's individualized education program team or the pupil, if the pupil is at least eighteen (18) years of age.

**Competency requirements.** Any student who is placed in special education classes, grades nine (9) through twelve (12), is eligible to receive a high school diploma without meeting state competency requirements, but reference to special education placement may be placed on the student's transcript or permanent file.

Adopted: date of Manual adoption

LEGAL REF.:  
A.R.S.  
15-203  
15-341  
15-701.01  
15-701.02  
15-763  
A.A.C.  
R7-2-302.02  
R7-2-302.03  
R7-2-302.09

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.
CROSS REF.:
IGD - Curriculum Adoption
IGE - Curriculum Guides and Course Outlines
IIE - Student Schedules and Course Loads
IKA - Grading/Assessment Systems
JFABC - Admission of Transfer Students
Pursuant to A.R.S. 15-701.02 and A.A.C. R7-2-302.09, a pupil who fails to achieve a passing score on the State Board required competency test in reading, writing, and mathematics assessment for high school graduation may graduate if the student meets the alternative graduation requirements. Using the state approved formula, this process allows a pupil to augment their State Board required competency test scores with additional points derived from classroom performance. The pupil must meet the eligibility requirements described below to be eligible to receive augmentation points. Points are calculated using grades of C or better in the state specified credits of required coursework.

A. Threshold determination:

1. If a student's augmented assessment scores would not meet or exceed the "Meets the Standard" threshold if augmented by five percent (5%), no additional credit shall be calculated per A.R.S. 15-701.02(C).

B. Eligibility requirements for augmentation:

1. The student must have completed with a passing grade all coursework and credits prescribed for the graduation of pupils from high school by the governing board of the student's school district or charter school.

2. The student must have taken the State Board standards assessment at every administration when the pupil was eligible to take the test.

3. The student must have participated in any academic remediation program available in the student's school in those subject areas where the student failed to achieve a passing score on the State Board competency test.

C. Failure to meet eligibility requirements—Appeal:
1. If a student is not eligible for the standards assessment score augmentation due to failure to:

   a. Have taken the State Board competency test at every administration when the pupil was eligible to take the test. An appeal, following the procedures indicated below, may be requested in which the student or parent shall have the burden of demonstrating what circumstances prevented compliance with this requirement. An appeal should be granted only upon presentation of credible evidence that extreme circumstances made the student ineligible for each State Board competency test administration the student did not attend.

   b. Have participated in any academic remediation program available in the student’s school in those subject areas where the student failed to achieve a passing score on the State Board competency test. An appeal, following the procedures indicated below, may be requested in which the student or parent shall have the burden of demonstrating what circumstances prevented compliance with this requirement. An appeal should be granted only upon presentation of credible evidence that the student participated in at least one (1) state or school sanctioned remediation program in those subject areas where the student failed to achieve a passing score on the State Board competency test.

D. Appeal procedure:

1. If a senior student fails a subject matter competency test, that student may request an appeal by submitting a petition form prepared by the District to the high school principal within ten (10) days of being notified of failure to achieve "Meets the Standard" on any section of the State Board competency test. The principal shall be the hearing authority for all appeals.

2. School officials shall provide adequate notice to the pupil and the pupil’s parents or guardians regarding the date, time, and place of the appeal. A pupil or a pupil’s representative may participate in the appeal either personally, by telephone, or by providing written documentation.

3. The student or parent shall have the burden of demonstrating what circumstances prevented compliance with the requirements.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.
4. An appeal shall be granted only (see Suggested Basis for Appeal below):

   a. Upon presentation of credible evidence that extreme circumstances made the student ineligible for each State Board competency test administration the student did not attend.

   b. Upon presentation of credible evidence that the student participated in at least one (1) state or school-sanctioned remediation program in those subject areas where the student failed to achieve a passing score on the State Board competency test.

5. The response to the appeal shall be in writing within five (5) days of the appeal hearing.

6. The decision of the principal is final.

Suggested Basis for Appeal

A student who has not satisfied the requisites of A.A.C. R7-2-302.09(C)(2) and/or (3) to qualify for the alternative graduation requirement may appeal the determination to the Governing Board when one (1) or more of the conditions listed below exist:

A. The student was precluded from taking all available administrations of the AIMS assessment, or has not fully participated in the school's academic remediation program, due to a bona fide emergency. For the purpose of this regulation a bona fide emergency is defined as a circumstance beyond the student's or the student's family's control.

   Examples of a bona fide emergency may include, but are not limited to the following:

   1. The student's sudden serious illness or injury simultaneously with the assessment or remediation program offering as attested as affirmed by a licensed medical practitioner.

   2. The sudden serious illness, injury, or death of an immediate member of the student's family, as defined in Board Policy GCCA, when such circumstance prevented the student's attendance for an assessment or a remediation program offering, and when affirmed by a licensed medical practitioner.

   3. Weather or road conditions that interfered with the student's attendance at the assessment or remediation program offering when the condition was declared by or has been verified with appropriate public authorities.

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4. A religious event of the student's and/or the student's family's faith when the student and/or the student's family have historically and consistently participated in the religious event in lieu of any other event occurring at the same time.

The school principal must have received from the student's parent(s) written, dated, and signed notification within twenty-four (24) hours, or as soon thereafter as is practicable, of any event that prevented the student from participating in the assessment or the remediation program offering. Notification by telephone or other means may temporarily suffice, but must be validated by a written, dated, and signed notification not less than fourteen (14) calendar days from the date of the event.

Other extreme and extraordinary circumstances may be considered for appeal by the Board when credible evidence is provided affirming actual occurrence of the extreme and extraordinary circumstance.
Appeal procedure:

A. The student may request an appeal by submitting a request on a petition form prepared by the District to the high school principal within ten (10) days of being notified of failure to achieve "Meets the Standard" on any section of the State Board competency test. The principal shall be the hearing authority for all appeals.

B. School officials shall provide adequate notice to the pupil and the pupil's parents or guardians regarding the date, time, and place of the appeal. A pupil or a pupil's representative may participate in the appeal either personally, by telephone, or by providing written documentation.

C. The student or parent shall have the burden of demonstrating what circumstances prevented compliance with the requirements.

D. An appeal shall be granted only:

1. Upon presentation of credible evidence that extreme circumstances made the student ineligible for each State Board competency test administration the student did not attend.

2. Upon presentation of credible evidence that the student participated in at least one (1) state or school-sanctioned remediation program in those subject areas where that student failed to achieve a passing score on the State Board competency test.

E. The response to the appeal shall be in writing within five (5) days of the appeal hearing.

F. The decision of the principal is final.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.
Date: ______________________

Student Name: ____________________________ Grade: ____________

Projected Graduation Date: ______________________

Parent/Guardian Name: ____________________________

Requirement(s) being appealed: (check one [1] or both boxes if applicable)

□ Has not taken the AIMS assessment each time the test was offered.

□ Has not participated in at least one (1) available academic remediation program as described:

Based on the box(es) checked above, provide evidence to support your appeal. Evidence must demonstrate "extreme circumstances" causing an inability to meet the augmentation requirements.

__________________________________________________________________

__________________________________________________________________

__________________________________________________________________

_________________________________________  ________________________
Signature Date
EXHIBIT

GRADUATION REQUIREMENTS

AUGMENTATION POINTS CALCULATIONS

**Threshold Determination**

Multiply "Meets the Standard" for each section of the State Board competency test by the factor .95 to determine the score that must be met at a minimum before the augmentation procedure may be completed.

**Calculation of Augmentation points to be used for each competency test section failed when the threshold is met.**

Only classes that satisfy the specifically required subject matter credits by the State Board for graduation shall be included in the calculation of the augmentation score. Use the highest grades earned or if advanced placement/honors courses the grade credited with the most points per R7-2-302.09(E)(b & c).

**Credits**

<table>
<thead>
<tr>
<th>Course Name</th>
<th>Grades (1)(2)</th>
<th>Points</th>
</tr>
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<tbody>
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<td>English or ESL</td>
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<tr>
<td>World History/Geography</td>
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</tr>
</tbody>
</table>

**Note:** This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.
1) ___________________ __________________ __________________
   Mathematics
1) ___________________ __________________ __________________
   Mathematics
1) ___________________ __________________ __________________
   Mathematics
1) ___________________ __________________ __________________
   Mathematics
1) ___________________ __________________ __________________
   Science
1) ___________________ __________________ __________________
   Science
1) ___________________ __________________ __________________
   Science
1) ___________________ __________________ __________________
   __________________
   Fine Arts or Vocational Education

TOTAL of * credits ______ Total added points (______________)

Total added points divided by * equals

Average Additional Points per Credit __________________

Average Additional ______ (Pupil's Original ______ Augmentation
  -Points per Credit times Score, by Section) equals ______ Points
  ______ 100

Augmentation points may be added to the highest score on each section of the State Board competency test that the student may have taken.

If the augmented score of the student exceeds the passing score on the competency test, the student shall be considered to have passed the competency test in that area for graduation purposes.

(1) Advanced Placement or Honors

A equals twenty-five (25) times credits equals points
B equals twenty (20) times credits equals points
C equals fifteen (15) times credits equals points
D or F equals zero (0)

(2) Other eligible grades

A equals twenty (20) times credits equals points
B equals fifteen (15) times credits equals points
C equals twelve (12) times credits equals points
D or F equals zero (0)

* See R7 2 302.09(E)(b and c).

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For purposes of open enrollment a "nonresident pupil" means a student who resides in this state and who is enrolled in or is seeking enrollment in a school district other than the school district in which the student resides. A student who is not a resident of the District but is a resident of Arizona who meets the age and other requirements for open enrollment established by state law and District policy shall be admitted to a school without payment of tuition.

A student shall also be admitted to a school without tuition payment, if:

A. The student is the child of a United States resident who is not a resident of Arizona, if this is in the best interest of the student and the student is placed with a relative per A.R.S. 15-823 and the placement is not to avoid tuition payment.

B. The student is a resident of the United States and evidence indicates that because the parents are homeless or the child is abandoned, as defined in A.R.S. 8-201, the child's physical, mental, moral or emotional health is best served by placement with a person who does not have legal custody of the child and who is a resident within the school district, unless it is determined that the placement is solely for the purpose of obtaining an education in this state without payment of tuition.

C. The student is a resident of the United States, but a nonresident of this state, and all of the following conditions exist:

1. The child is enrolled in a year-round residential boarding academy located in this state specializing in intensive instruction and skill development in sports, music or acting.

2. The child's parents have executed a current notarized guardianship agreement covering the child while enrolled at the academy, which is a condition of enrollment at the academy and authorizes academy representatives to act on the child's parent's or legal guardian's behalf in making all decisions on a daily basis as to the child's activities and needs for medical, educational and other personal issues.

C. The student presents a certificate of educational convenience issued by the County School Superintendent pursuant to A.R.S. 15-825.
D. The student is a child of a nonresident teaching or research faculty member of a community college district or state university or a nonresident graduate or undergraduate student of a community college district or state university whose parent's presence at the district or university is of international, national, state, or local benefit.

The District shall admit the following students, charging tuition as prescribed in statute:

A. The child of an Arizona resident who is not a resident of the District, if the District provides a high school and the student is a resident of an Arizona common school district that is not in a high school district and that does not offer instruction in the student’s grade. Special circumstances may apply in accordance with A.R.S. 15-2041 after three hundred fifty (350) students have been admitted.

B. For an Arizona resident who is not a resident of the District, if the district of residence provides only financing for students who are instructed by another school district and for students from a unified district that does not offer instruction in the student’s grade.

C. A pupil who is issued a certificate of educational convenience to attend school in the School District or adjoining the school district to that in which the pupil is placed by an agency of this state or a state or federal court of competent jurisdiction, as provided in A.R.S. 15-825.

The District shall admit a pupil who is the resident of a school district that has entered into a voluntary agreement with the District, charging tuition as agreed to in accordance with A.R.S. 15-824(E)(3).

The Governing Board may admit children who are residents of the United States, but who are nonresidents of this state, without payment of tuition if all of the following conditions exist:

A. The child is enrolled in a year-round residential boarding academy located in this state specializing in intensive instruction and skill development in sports, music or acting.

B. The child's parents have executed a current notarized guardianship agreement covering the child while enrolled at the academy, which is a condition of enrollment at the academy and authorizes academy representatives to act on the child's parent's or legal guardian's behalf in making all decisions on a daily basis as to the child's activities and needs for medical, educational and other personal issues.

The District may admit nonresident foreign exchange students without payment of tuition, or as it may otherwise prescribe.

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The District shall not include in its student membership count students who are not Arizona residents. Unless authorized by statute, the District is prohibited from obtaining state funding for any student who is not a resident of the state.

"Residence" Defined

The residence of a student is the residence of the person having legal custody of the student, except as provided in A.R.S. 15-823 through A.R.S. 15-825.

Residency of the parent/guardian or surrogate may be determined by showing the individual's presence and intent to remain in the District. Documentation of residency may be determined by using the following verifiable documentation.

Verifiable Documentation

A.R.S. 15-802(B) requires school districts and charter schools to obtain and maintain verifiable documentation of Arizona residency upon enrollment in an Arizona public school.

The documentation required by A.R.S. 15-802 must be provided each time a student enrolls in a school district or charter school in this state, and reaffirmed during the district or charter's annual registration process via the district or charter's annual registration form. The documentation supporting Arizona residency should be maintained according to the school’s records retention schedule.

In general, students will fall into one (1) of two (2) groups: 1) those whose parent or legal guardian is able to provide documentation bearing his or her name and address; and 2) those whose parent/legal guardian cannot document his or her own residence because of extenuating circumstances including, but not limited to, that the family's household is multigenerational. Different documentation is required for each circumstance.

**Parent(s) or legal guardian(s) that maintains his or her own residence:** The parent or legal guardian must complete and sign a form indicating his or her name, the name of the school district, school site, or charter school in which the student is being enrolled, and provide one (1) of the following documents, which bear the parent or legal guardian's full name and residential address or physical description of the property where the student resides (no P.O. Boxes):

A. Valid Arizona driver's license, Arizona identification card

B. Valid Arizona motor vehicle registration

C. Valid United States passport

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D. Property deed  
E. Mortgage documents  
F. Property tax bill  
G. Rental agreement or lease (including Section 8 agreement)  
H. Utility bill (water, electric, gas, cable, phone)  
I. Bank or credit card statement  
J. W-2 wage statement  
K. Payroll stub  
L. Certificate of tribal enrollment or other identification issued by a recognized Indian tribe  
M. Other documentation from a state, tribal, or federal agency (Social Security Administration, Veterans' Administration, Arizona Department of Economic Security, etc.)  

**Parent(s) or legal guardian(s) that does not maintain his or her own residence:** The parent or legal guardian must complete and sign a form indicating his or her name, the name of the school district, school site, or charter school in which the student is being enrolled, and submit a signed, notarized affidavit bearing the name and address of the person who maintains the residence where the student lives attesting to the fact that the student resides at that address, along with a document from the bulleted list above bearing the name and address of the person who maintains the residence.  

**Use of and Retention of Documents by Schools**

School officials must *retain a copy* of the attestations or affidavits and copies of any supporting documentation presented for each student (photocopies acceptable) that school officials believe establish validity. Documents presented may be different in each circumstance, and unique to the living situation of the student. Documents retained by the school district or charter school may be used as an indicia of residency; however, documentation is subject to audit by the Arizona Department of Education. Personally identifiable information other than name and address (SSN, account numbers, etc.) should be redacted from the documentation either by the parent/guardian or the school official prior to filing.  

Adopted: date of Manual adoption

*Note:* This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.
LEGAL REF.:
A.R.S.
8-201
15-802
15-816 through 15-816.07
15-821
15-823 through 15-825

CROSS REF.:
IKEB - Acceleration
JFABD - Admission of Homeless Students
JFB - Open Enrollment
JG - Assignment of Students to Classes and Grade Levels
JLCB - Immunizations of Students
JLH - Missing Students
JR - Student Records
JRCA - Request for Transfer of Records
The Superintendent shall recommend policies and develop procedures for the discipline of students that comply with A.R.S. 15-843. These policies and procedures will apply to all students traveling to, attending, and returning from school, and while visiting another school or at a school-sanctioned activity and may be imposed if the student's behavior affects the school order. When suspension or expulsion is involved, notice, hearing, and appeal procedures shall conform to applicable legal requirements.

The discipline, suspension and expulsion of pupils shall not be based on race, color, religion, sex, national origin or ancestry. A substantial or deliberate failure to comply with the prohibition against race, color, religion, sex, national origin or ancestry may subject the District to the loss of funds imposed by A.R.S. 15-843.

The principal of each District school shall ensure that a copy of all rules pertaining to discipline, suspension, and expulsion, and the provisions pertaining to confinement of pupils are distributed to each student's parents the parents of each pupil at the time the student enrolls in school each year. pupil is enrolled in school.

The principal of each school shall ensure that all rules pertaining to the discipline, suspension, expulsion, and the provisions pertaining to confinement of pupils are communicated to students at the beginning of each school year, and to transfer students at the time of their enrollment in the school.

Information concerning a student's disciplinary record will be held in the strictest confidence.

Disciplinary actions taken will be recorded in an administrative log, and all types of suspensions or expulsions will be recorded in a separate file for each student.

Behavior Management and Discipline of Students with Special Needs

The Superintendent shall oversee a collaborative process for the identification, description, and monitoring of best practices for behavioral management and discipline of special needs students. The practices shall include, but not be limited to:

A. authorized and prohibited disciplinary methods.
B. recommended and required training for special education program teachers and aides, and

C. requirements for conveying notice of disciplinary measures taken.

The Superintendent shall, by administrative regulation, prescribe procedures for implementation of the best practices, subject to Governing Board approval.

**Temporary Removal**

Teachers are authorized to temporarily remove a student from a class. A teacher may temporarily remove a student to the principal, or to a person designated by the school administrator, in accord with:

A. Rules established for the referral of students.

B. The conditions of A.R.S. 15-841, when applicable.

The Superintendent shall establish such rules as are necessary to implement the temporary removal procedure.

**Confinement**

Under A.R.S. 15-843, the Superintendent shall ensure that disciplinary policies involving the confinement of pupils left alone in an enclosed space shall include the following:

A. A process for prior written parental notification that confinement may be used for disciplinary purposes that is included in the pupil's enrollment packet or admission form.

B. A process for written parental consent before confinement is allowed for any pupil in the School District. The policies shall provide for an exemption to prior written parental consent if a school principal or teacher determines that the pupil poses imminent physical harm to self or others. The school principal or teacher shall make reasonable attempts to notify the pupil’s parent or guardian in writing by the end of the same day that confinement was used.

**Restraint and Seclusion**

The use of restraint or seclusion is not to be limited, by policy or practice, to students with disabilities.
A school may permit the use of restraint or seclusion techniques on any pupil if both of the following apply:

A. The pupil's behavior presents an imminent danger of bodily harm to the pupil or others.

B. Less restrictive interventions appear insufficient to mitigate the imminent danger of bodily harm.

if a restraint or seclusion technique is used on a pupil:

A. School personnel shall maintain continuous visual observation and monitoring of the pupil while the restraint or seclusion technique is in use.

B. The restraint or seclusion technique shall end when the pupil's behavior no longer presents an imminent danger to the pupil or others.

C. The restraint or seclusion technique shall be used only by school personnel who are trained in the safe and effective use of restraint and seclusion techniques unless an emergency situation does not allow sufficient time to summon trained personnel.

D. The restraint technique employed may not impede the pupil's ability to breathe.

E. The restraint technique may not be out of proportion to the pupil's age or physical condition.

Schools may establish policies and procedures for the use of restraint or seclusion techniques in a school safety or crisis intervention plan if the plan is not specific to any individual pupil.

Schools shall establish reporting and documentation procedures to be followed when a restraint or seclusion technique has been used on a pupil. The procedures shall include the following requirements:

A. School personnel shall provide the pupil's parent or guardian with written or oral notice on the same day that the incident occurred, unless circumstances prevent same-day notification. If the notice is not provided on the same day of the incident, notice shall be given within twenty-four (24) hours after the incident.

B. Within a reasonable time following the incident, school personnel shall provide the pupil's parent or guardian with written documentation that includes information about any persons, locations or activities that may have triggered the behavior, if known, and specific information about the behavior and its precursors, the type of restraint or seclusion technique used and the duration of its use.

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C. Schools shall review strategies used to address a pupil's dangerous behavior if there has been repeated use of restraint or seclusion techniques for the pupil during a school year. The review shall include a review of the incidents in which restraint or seclusion technique were used and an analysis of how future incidents may be avoided, including whether the pupil requires a functional behavioral assessment.

If a school district or charter school summons law enforcement instead of using a restraint or seclusion technique on a pupil, the school shall comply with the reporting, documentation and review procedures established under the paragraph above. School resource officers are authorized to respond to situations that present the imminent danger of bodily harm according to protocols established by their law enforcement agency.

Schools are not prohibited from adopting policies which include procedures for the reasonable use of physical force by certificated or support staff personnel in self-defense, defense of others and defense of property (A.R.S. 15-843, subsection B, paragraph 3.)

The District authorizes the use of these Definitions which are included in A.R.S. 15-105:

A. "Restraint" means any method or device that immobilizes or reduces the ability of a pupil to move the pupil's torso, arms, legs or head freely, including physical force or mechanical devices. Restraint does not include any of the following:

1. Methods or devices implemented by trained school personnel or used by a pupil for the specific and approved therapeutic or safety purposes for which the method or device is designed and, if applicable, prescribed.

2. The temporary touching or holding of the hand, wrist, arm, shoulder or back for the purpose of inducing a pupil to comply with a reasonable request or to go to a safe location.

3. The brief holding of a pupil by one adult for the purpose of calming or comforting the pupil.

4. Physical force used to take a weapon away from a pupil or to separate and remove a pupil from another person when the pupil is engaged in a physical assault on another person.

B. "School" means a school district, a charter school, a public or private special education school that provides services to pupils placed by a public school, the Arizona State Schools for the Deaf and the Blind and a private school.

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C. "Seclusion" means the involuntary confinement of a pupil alone in a room from which egress is prevented. Seclusion does not include the use of a voluntary behavior management technique, including a timeout location, as part of a pupil's education plan, individual safety plan, behavioral plan or individualized education program that involves the pupil's separation from a larger group for purposes of calming.

**Threatened an Educational Institution**

*Threatened an educational institution* means to interfere with or disrupt an educational institution as found in A.R.S. 15-841 and 13-2911. A student who is determined to have threatened an educational institution shall be expelled from school for at least one (1) year except that the District may modify this expulsion requirement for a pupil on a case-by-case basis and may reassign a pupil subject to expulsion to an alternative education program if the pupil participates in mediation, community service, restitution or other programs in which the pupil takes responsibility for the results of the threat. The District may require the student's parent(s) to participate in mediation, community service, restitution or other programs with the student as a condition to the reassignment of the pupil to an alternative education program.

Information concerning a student's disciplinary record will be held in the strictest confidence.

Disciplinary actions taken will be recorded in an administrative log, and all types of suspensions or expulsions will be recorded in a separate file for each student.

**Behavior Management and Discipline of Students with Special Needs/Disabilities**

The Superintendent shall oversee a collaborative process for the identification, description, and monitoring of best practices for behavior management and discipline of students with special needs/students disabilities. The practices shall include, but not be limited to:

A. authorized and prohibited disciplinary methods,

B. recommended and required training for special education program teachers and aides, and

C. requirements for conveying notice of disciplinary measures taken.

The Superintendent shall, by administrative regulation, prescribe procedures for implementation of the best practices, subject to Governing Board approval.

Adopted: date of Manual adoption

*Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.*
LEGAL REF.:
A.R.S.
13-403 et seq.
13-2911
15-341
15-342
15-841
15-842
15-843
15-844

CROSS REF.:
GBEB - Staff Conduct
JIC - Student Conduct
JKA - Corporal Punishment
JKD - Student Suspension
JKE - Expulsion of Student

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REGULATION

STUDENT DISCIPLINE

(Behavior Management and Discipline of all Students With Special Needs/Disabilities)

Practices and procedures for the behavior management and discipline of students shall be determined and applied in accord with the following standards:

Behavior Management and Discipline of all Students With Special Needs/Disabilities

Each school shall implement positive, evidence-based, safe, and timely plans and procedures for all special needs students including those who exhibit behaviors that interfere with learning or who place themselves or others in danger. Administration, staff, parents and students are to be engaged in the development of the plans. The purpose of the plan is to identify practices that are agreed upon and complied with and reinforced by members of the school community, including the Governing Board. An objective of the plan is to provide consistency in the manner in which deviations from appropriate behavior are addressed. The plans are to be submitted to the Superintendent.

A. Plans are to be:

1. **Proactive**: Students are to be taught the critical social skills needed for success. Positive behavioral interventions and supports enable the school to set clear expectations for behavior, to acknowledge and reward appropriate behavior, and to implement a consistent continuum of consequences for challenging behavior.

2. **Comprehensive**: Positive behavioral interventions and supports are to be employed uniformly throughout the school, including non-instructional areas such as the cafeteria, hallways, and buses. School personnel are to be trained in positive behavioral interventions and supports, in data reporting, and receive support in implementation of the practices. School personnel are to be trained in areas of crisis intervention such as use of restraints and seclusion.

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3. **Data driven:** The school is to rely on data for the development and modification of its positive behavioral interventions and supports approach. The data is to be tracked through office referrals as well as from classroom reports, school-based intervention teams, and crisis intervention documentation. Positive behavioral interventions and support teams are to use the data to design specific interventions to prevent challenging behaviors before they occur and to confirm the effectiveness of interventions.

A. Plans are to ensure that parents of students enrolled in the school have comprehensive information regarding behavioral expectations within the school and the planned responses should the expectations not be met. Parents are to:

1. have ready access to the school plan, and
2. be informed how to provide input into the plan.

**Response to Intervention**

The plans are to provide for and the school is to have in place a multi-level approach to teaching students appropriate behaviors that provide progressively intense support for students according to need.

A. Interventions shall be consistent with plans for creating and maintaining a positive school climate.

B. Provide for small group direct instruction on a regular basis to those students who are experiencing difficulty understanding or abiding by the established standards of behavior. Supports should include such strategies as increased and targeted social skills training, increased monitoring and reinforcement systems, self-management techniques, and family mentoring and involvement programs.

C. Provide a range of individualized interventions designed to address the specific behaviors continuing to cause the student difficulty. These may include counseling, more intense direct instruction, behavioral contracts, specific behavioral consequences, alternative educational programming, consideration for a referral for an evaluation for special education, and other strategies agreed upon with the parents. A functional behavioral assessment (FBA) and a behavior intervention plan (BIP) may be included and shall be required for students with disabilities when a manifestation determination is necessary.

1. The FBA must identify the triggers for the challenging behavior and what subsequent responses by staff or other students reinforce the continuation of the challenging behavior.
2. The BIP should be developed from a functional behavioral assessment and prescribe methods the staff will use to prevent, manage, replace, and monitor changes to the behavior. The BIP must be based on evidence-based practices and support the goal of making the challenging behavior irrelevant, ineffective and inefficient. The BIP must be implemented with integrity by staff trained to do so.

Crisis Management

_Crisis management_ in the context of behavior management is defined as the methods used by school personnel to respond to imminent danger to the student, other students or staff. The two (2) most commonly used methods of crisis management are restraint (either physical or mechanical) or seclusion of the student.

A. **Confinement.** Disciplinary policies involving the confinement of pupils left alone in an enclosed space shall include the following:

1. A process for prior written parental notification that confinement may be used for disciplinary purposes that is included in the pupil's enrollment packet or admission form.

2. A process for written parental consent before confinement is allowed for any pupil in the School District. The policies shall provide for an exemption to prior written parental consent if a school principal or teacher determines that the pupil poses imminent physical harm to self or others. The school principal or teacher shall make reasonable attempts to notify the pupil's parent or guardian in writing by the end of the same day that confinement was used.

B. **Use of seclusion.** _Seclusion_ for the purpose of the plan is the confinement of a student alone in any space from which the student is physically prevented from leaving.

_Seclusion_ means the involuntary confinement of a pupil alone in a room from which egress is prevented. Seclusion does not include the use of a voluntary behavior management technique, including a timeout location, as part of a pupil's education plan, individual safety plan, behavioral plan or individualized education program that involves the pupil's separation from a larger group for purposes of calming.

1. The use of seclusion is to be used only in an emergency to protect persons from imminent, serious physical harm.

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2. Any area used for seclusion must be free of objects that could cause harm, must provide for adequate visual and audio supervision of the student, must provide adequate lighting and ventilation, and must not be locked.

3. Any area used for seclusion must comply with the State Fire Code.

4. School personnel must observe the student at all times during the seclusion period and reassess the child every thirty (30) minutes. When seclusion continues beyond the second assessment, an administrator or the administrator's designee must review and approve continued seclusion.

5. The student must be released from seclusion as soon as the student regains self-control.

6. If seclusion is necessary, parents and administrators must be notified within the same school day and a written notice that includes the circumstances that preceded the behavior, the behavior, the length of time the student was secluded, the location of the seclusion, and the person who observed the student during the seclusion must follow. When a student has been in seclusion for longer than one (1) hour, parent contact must be initiated immediately.

7. A debriefing with affected staff, parents, and, if appropriate, the student shall be conducted within forty-eight (48) hours. During the debriefing, a determination must be made regarding the need for a functional behavior assessment (FBA).

8. Each incident must be recorded in the student management system.

9. A student who has required crisis management by the school staff more than three (3) times in a semester must have a functional behavior assessment (FBA) and, if appropriate, a behavior intervention plan (BIP) within a reasonable time following the third (3rd) incident.

10. The District and the school must have a strategy in place to support teams in modifying a FBA and BIP when the existing plan is ineffective (e.g., continued instances of the need for crisis intervention).

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C. **Prohibited uses of seclusion:**

1. Seclusion is not to be used as punishment for violations of school rules, for repetitive behaviors, or because of teacher anger toward the student.

2. Seclusion is not to be harsh, severe, or out of proportion with the offense committed and the age and physical condition of the student.

3. Seclusion is not to be used to prohibit reasonable access for the care of the student's bodily needs.

4. Seclusion must not deny a free, appropriate public education to students with disabilities through excessive or extensive use.

5. The use of seclusion is not to be limited, by policy or practice, to students with disabilities.

D. **Use of physical and mechanical restraints:** Restraint means any method or device that immobilizes or reduces the ability of a pupil to move the pupil's torso, arms, legs or head freely, including physical force or mechanical devices.

Not to be included in this definition are:

- Restraints used in schools for the purpose of providing support to students' orthopedic and assistive technology needs in order to permit them to learn and participate in school activities as identified in an individualized education program (IEP).

- Restraints, such as weighted vests or blankets, identified by an IEP team as appropriate for a student to enhance participation in learning activities.

- Vehicle safety restraints used in accordance with state and federal regulations.

- Restraints employed by law enforcement officers in school settings that are used in accord with their policies and appropriate professional standards. These instances are subject to the same reporting requirements by the school as restraints used by school personnel.

1. Physical restraint is to be a last resort emergency safety measure used only in an emergency situation when a student is imminently dangerous to him/herself or others.

2. Personnel using the restraint must take extreme care to provide for the safety and comfort of the student during the restraint procedure.
3. Personnel authorized to use restraints must have been extensively and repeatedly trained by personnel who have maintained approval by a training program to provide training in:

   a. Alternatives to restraint (e.g., de-escalation strategies, and problem-solving techniques);

   b. The proper use of the restraint; and

   c. Safety precautions and procedures for continuous monitoring of a student by a third party during restraint.

4. The student must be released from the restraint as soon as the student regains self-control.

5. Parents and administrators must be notified as soon as possible within the same school day, followed by a written notice stating the circumstances that preceded the behavior, the behavior, the length of time the student was restrained, the location of the restraint and the person(s) who observed the student during the restraint.

6. A debriefing with affected staff and parents and, if appropriate, the student must be conducted within forty-eight (48) hours. During the debriefing a determination will be made regarding the need for a functional behavioral assessment (FBA).

7. An incident report of the event must be recorded in the student management system.

8. A student who has required crisis management on the part of the school staff more than three (3) times in a semester must have a functional behavioral assessment (FBA) and, if appropriate, a behavior intervention plan (BIP) developed within a reasonable time following the third (3rd) critical incident.

9. The District and the school must have a strategy to support teams in modifying a FBA and BIP when the existing plan is ineffective (e.g., continued instances of the need for crisis intervention).

E. **Prohibited uses of physical and mechanical restraints:**

1. Physical and mechanical restraints, such as prone restraint, that places excess pressure on the chest or back or impedes the ability to breathe or communicate are prohibited.

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2. The use of mechanical restraint by a staff member who has not been trained in the use of restraints is prohibited except when the case is one presenting extreme danger to the student or to others, and:

   a. The restraint is not out of proportion to the danger, the age, and the physical condition of the student;

   b. The restraint is not used to prohibit reasonable access for the care of the student's bodily needs.

3. Restraints that provide support to a student's orthopedic needs shall not be used as a means of punishment for noncompliant behaviors.

4. No policy or practice shall limit the use of restraints to students with disabilities.

F. Training in uses of seclusion and restraint procedures:

1. Personnel who use seclusion and restraints procedures must have training in conflict prevention, crisis de-escalation, possible effects of seclusion, and any local or state regulations regarding the seclusion space and its use.

2. The training of personnel must be recurrent with annual updates appropriate to the type of school setting, to the age and developmental level of students. The training must include information about commonly accepted standards for the use of seclusion and restraint in the school setting.

3. The training must include content and skill development on the use of positive, instructional, and preventive methods for addressing student behavior.

4. The training must include information about the effects of medications students may be receiving and how seclusion and restraint procedures might affect the physical well being of the student during seclusion or restraint.

5. The training must include multiple methods for monitoring a student's well-being during a restraint.

6. The training must include certification in First Aid and cardiopulmonary resuscitation (CPR) in the event of an emergency during seclusion.

7. The training must include the requirements for reporting to parents and administration.
G. **Corporal punishment**: For the purposes of this regulation *corporal punishment* is defined as the deliberate infliction of pain intended to discipline or reform a person's bad attitude and/or behavior. Corporal punishment is prohibited.
PUBLIC'S RIGHT TO KNOW /
FREEDOM OF INFORMATION

Public records of the District will be open for inspection by any person as provided by law.

Public record means any recorded information that is made, maintained, or kept by, or is in the possession of, the District. Such records include minutes of the Governing Board, agendas, financial records, contracts, and statistical summaries.

The office of the Superintendent will be open to receive requests for records inspection or copying during normal business hours on Monday through Friday.

Requests for access to records shall be directed to the office of the Superintendent.

All persons requesting inspection and/or copying of public records must attest that they have not requested the public records of the District for a commercial purpose. If the records are requested for a commercial purpose, the requester must provide a statement, verified by the requester, setting forth the commercial purpose for which the materials will be used.

The above declaration will be made and signed on the official form provided by the District requesting inspection and/or copying of public records.

The Superintendent may permit access to, or provide for the copying of, the records requested within a reasonable period of time promptly following the request or will provide an explanation of a cause for further delay and will give notification of the time the records will be available, or, if access is denied, the Superintendent will provide a written statement of the grounds for denial.

Requirements of access and inspection apply only to existing records and do not require creation of new records. Public inspection of a document that otherwise would be a public record may be denied by the Superintendent if 1) the record is made confidential by statute, 2) the record involves the privacy interests of persons, or 3) disclosure would be detrimental to the best interests of the District. If a public record contains material that is not subject to disclosure, the District will delete such material and make available to the requester such material in the record as is subject to disclosure.

Records contained on a computer will be provided only in the form in which the information can be made available using existing computer programs.
Copies of radio or recording tapes of discs, video or films, pictures, slides, graphics, illustrations, or similar audio or visual items or devices will not be furnished unless such items or devices have been shown or played at a public meeting of the Governing Board.

A fee shall be levied on each request to cover the cost of making copies. The fee will be collected prior to releasing material.

The fees will be based upon the following:

A. _________ (____) per copy for materials indicated as Board minutes, agendas, financial records, contracts, courses of study, or statistical summaries.

B. _________ (____) per copy for materials not listed above.

C. Actual cost, if available, will be assessed.

D. Free copies shall be furnished if they are to be used in claims against the United States.

**Commercial Purpose**

When a person requests copies, printouts or photographs of public records for a commercial purpose, the person shall provide a statement setting forth the commercial purpose for which the copies, printouts or photographs will be used. Upon being furnished the statement the Superintendent may furnish reproductions of the such requested records. The charge for such records shall include the following:

A. A portion of the cost for the District to obtaining the original or copies of the documents, printouts or photographs requested.

B. A reasonable fee for the cost of time, materials, equipment and personnel in producing such reproduction.

C. The value of the reproduction on the commercial market as best determined by the Superintendent.

If the Superintendent determines that the intended commercial use is a misuse of the requested public records or is an abuse of the right to receive public records, the Superintendent may apply to the Governor requesting that the Governor, by executive order, prohibit the furnishing of copies, printouts or photographs for such commercial purpose. If the Governor determines that such public record shall not be provided for commercial purpose the Governor shall issue an executive order prohibiting the providing of the requested records for such commercial purpose. If no order is issued within thirty days (30) of the date of application, the Superintendent shall provide reproductions of requested copies, printouts or photographs upon being paid the fee determined pursuant to this regulation.

The Superintendent shall advise the Board when District records are requested for commercial purposes.

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