

**Flowing Wells Schools  
Regular Agenda**

**6:00 PM  
Doors Open at 5:30 PM**

**April 22, 2025**

**District Administration Center  
1556 West Prince Road  
Tucson, Arizona 85705**

- A. Opening of Meeting**
  - 1. Call to Order
  - 2. Pledge of Allegiance
- B. Student Report**
  - 1. Report from Flowing Wells Junior High School Student Representatives
    - a. Student representatives will provide a review of events and activities at Flowing Wells Junior High School in academics, sports, and other extracurricular programs. 5
  - 2. Report from Sentinel Peak High School and Flowing Wells Digital Campus Student Representatives
    - a. Student representatives will provide a review of events and activities at Sentinel Peak High School and Flowing Wells Digital Campus in academics, sports, and other extracurricular programs. 6
- C. Superintendent's Report**
  - 1. Update on District Events and Activities
    - a. Superintendent Dr. Kevin Stoltzfus will provide an update on Flowing Wells School District Events and Activities. 7  
**BREAK- The brief break provides an opportunity for families and friends to leave the meeting.**
- D. Public Comments** 8  
Flowing Wells School District welcomes public comment. As outlined in A.R.S. §38-431.02, no action will be taken on issues raised in Public Comments unless items are found on agenda below. Other than this, the response to public comments will be limited to directing staff to study the matter or scheduling the matter as a future agenda item.
- E. Consent Agenda** 9  
These items of Board business that are addressed routinely at every meeting are presented as a Consent Agenda. The Board may elect to take action on all items collectively in one motion or may individually consider any item(s) as separate agenda subjects for action.
  - 1. Approval of Agenda for this Meeting
    - a. Request approval for the adoption of the agenda for this meeting, April 22, 2025. 10
  - 2. Approval of Minutes of Governing Board Meetings
    - a. The following Governing Board meeting minutes are presented for Governing Board approval: April 8, 2025 (Open Session Minutes and Executive Session Minutes). 15
  - 3. Approval of District Expense and Payroll Vouchers
    - a. Sign vouchers for upcoming check batches (to be reviewed at the next Board Meeting): Expense Vouchers 7061-25 - 7070-25. 20

Expense and payroll vouchers are presented for Board approval: Expense vouchers 7054-25 and 7055-25 and Payroll voucher 2621.

4. Approval of Requests for Use of District Facilities 24
    - a. District facilities use requests are submitted for approval.
  5. Approval of Requests for Open Enrollment Students
    - a. No requests for this meeting.
  6. Approval of Requests for Student Trips 26
    - a. Student trip requests are submitted for approval.
  7. Approval of Requests for Staff Travel 58
    - a. Staff travel requests are submitted for approval.
  8. Approval of Personnel Actions 60
    - a. Personnel Actions are submitted for approval.
  9. Approval of Asset Retirement and Disposals
    - a. No requests for this meeting.
- F. New Business**
1. Discussion of We Bee Scientists Program, a Partnership with the Arizona Sonora Desert Museum 70
    - a. District administration presents for review and discussion an overview of the We Bee Scientists Program and outcomes. The We Bee Scientists Program was developed in partnership with the Arizona Sonora Desert Museum (ASDM) and resulted in comprehensive teacher-designed elementary science units for kindergarten through fifth grade, with each unit part of the corresponding grade-level curriculum that was adopted in 2024 by the Flowing Wells Governing Board. The curriculum planning team consisted of Flowing Wells teachers, FW District Science Specialist Anna Heyer, and ASDM education staff. The team recently completed the final component of the program with its publication of *Beatriz the Builder Bee*.
  2. Recommend Approval to Table FWJH Beginning STEAM Curriculum 71
    - a. District administration recommends approval to table the curriculum for the new Science Technology Engineering Arts and Math (STEAM) FWJH course to allow for public review and comment prior. The curriculum was developed by District Science Specialist Anna Heyer and future FWJH STEAM Teacher Jessica Whatton, with each unit designed to build on students' foundational skill development through an integrated approach that leverages and engages student curiosity and creativity in the context of science, technology, engineering, art, and mathematics.
  3. Recommend Approval of Revision to 2025-2026 District Calendar 73
    - a. District administration recommends approval of a minor revision to the District calendar for the 2025-2026 year. The current calendar mistakenly identifies Friday July 25, 2025, as a day that District offices will be closed. However, this date actually should mark the return to the regular work week schedule (rather than the summer schedule of four ten-hour days), meaning that Friday July 25 should be a regular work day and District offices should be open. The attached draft calendar reflects this revision.
  4. Recommend Approval of Revisions to Position Description

- a. District administration recommends approval of revision to the position description for Accounting Services Manager to reflect that a degree in accounting or the equivalent is preferred rather than required. 75
- 5. Recommend Approval to Participate in Survey Research re. Students' Confidence in Mathematics
  - a. District administration recommends approval to participate in program evaluation research coordinated by the Center for the Recruitment and Retention of Teachers of Mathematics (CRR) focusing on students' confidence in mathematics. Several Flowing Wells teachers have participated in CRR professional development, and others will do so in the 2025-2026 school year. To evaluate the program's effectiveness, the CRR gathers a variety of outcome data. One component of this is a survey of students (in participating teachers' classes) regarding their confidence in their mathematical abilities. The survey is attached for review, with slightly different versions for grades K-3 and 4-HS, in English and Spanish. Student surveys would be anonymized before results are submitted to the CRR. 78

**G. Business and Finance**

- 1. Consideration and Possible Adoption of Resolution for Lease Purchase of Energy Conservation Measures with Veregy, LLC
  - a. To consider and, if deemed acceptable, adopt a resolution authorizing the lease purchase of certain energy conservation measures within the District from Veregy, LLC or an affiliate through a tax-exempt equipment lease purchase agreement with a bank or financial institution, as determined by the District, with assistance from a placement agent; authorizing the execution of various documents relating to such energy conservation measures and the financing thereof; and delegating to the District superintendent and chief financial officer the authority to select the lessor and escrow agent and complete such documents within the parameters set forth in the resolution. 83
- 2. Recommend Approval to Renew the Southwest Foodservice Excellence Contract for FY 2025-2026
  - a. District administration recommends the current Food Service Management Company Contract with Southwest Foodservice Excellence, LLC be renewed for an additional 12-month period from July 1, 2025 to June 30, 2026. The original award of this contract was for one year (2024-2025 fiscal year) with four additional renewal years possible. This is the first renewal. 153
- 3. Recommend Approval of Renewed IGA with Pima Joint Technical Education District (JTED)
  - a. District administration recommends approval to renew our IGA with Pima JTED for Fiscal Year 2025-2026. 154
- 4. Recommend Approval of Amendment to IGA with Pima Community College regarding Dual Enrollment Programs
  - a. District administration recommends approval of an amendment to our existing five-year IGA with Pima Community College (PCC) regarding dual enrollment programs. The IGA was initiated in 2023 and is valid through June 30, 2028. The amendment responds to guidance from the Higher Learning Commission, which is the accrediting body for PCC, and specifies that Flowing Wells must provide the 167

necessary equipment and supplies for dual enrollment courses to maintain consistency with parallel courses at PCC.

- 5. Recommend Approval to Renew Multi-Year RFPs and Bids for Fiscal Year 2025-2026
  - a. District administration recommends approval to renew contracts for multi-year. RFPs and bids listed on the memo attached for your review. 171
- 6. Recommend Approval of Employee Benefit Contract Renewals for FY 2025-2026
  - a. District administration recommends approval to renew employee benefit contracts for fiscal year 2025-2026 as listed on the attached memo. Several contracts utilize pricing through Valley Schools Employee Benefits Group, including Blue Cross Blue Shield of Arizona for health insurance and telehealth; Health Equity for Health Savings Accounts; Blue Cross Blue Shield of Arizona for PPO dental; Eye Med for vision; Cigna Dental for HMO dental; Minnesota Life for life/AD&D and supplemental life; and WEX for flexible spending accounts. Separate from Valley Schools, Sun Life is the recommended contract recipient for short-term disability. 173
- 7. Recommend Increase to District Contribution to Employee Health Care for FY2025-2026
  - a. District administration recommends increasing the contribution to employee health insurance for Fiscal Year 2025-2026 by the amount of \$394.00 per participating employee for medical insurance and \$15.60 for dental insurance, bringing the total District contribution per employee to \$6012 per year for medical and \$123.60 per year for dental. For a single employee, these increases would impact expenses as follows: the PPO \$3000-deductible plan would increase by \$10.04 per month or \$120.44 annually; the new PPO Prosano \$2500-deductible plan would yield an annual savings of \$239.20 compared to the PPO \$3000-deductible plan; and the HDHP \$3300-deductible plan would increase by \$0.36/year. The pre-paid dental plan would continue at no cost for the employee. The total increased cost to the District is estimated at \$173,000.00 for medical and \$7,000.00 for dental for FY2025-2026. The attached rate sheet provides greater detail regarding each plan. 175

**H. Executive Session**

- 1. In accordance with A.R.S.§38-431.03.A.5, an Executive Session may be called for discussion or consultation with designated representative of the public body in order to consider its position and instruct its representative regarding negotiations with employee organizations regarding the salaries, salary schedules or compensation paid in the form of fringe benefits of employees of the public body; concerning salaries and benefits. 177

**I. Adjourn**

FLOWING WELLS SCHOOL DISTRICT  
Board Agenda Item

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B-1	April 22, 2025
Agenda Item Number	Board Meeting Date

Item: Report from Flowing Wells Junior High School Student Representatives

Submitted By: Dr. Kevin Stoltzfus Date: April 14, 2025

Will Be Presented By: Flowing Wells Junior High School Student Representatives

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Student representatives will provide a review of events and activities at Flowing Wells Junior High School in academics, sports, and other extracurricular programs.

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Estimated Cost \$ \_\_\_\_\_  See Additional Information Attached

Recommended Action:

Approve       Disapprove       Table       No Action Required

Division Head: \_\_\_\_\_ Superintendent: Kevin Stoltzfus

Board Action: M: \_\_\_\_\_ S: \_\_\_\_\_ A: \_\_\_\_\_ N: \_\_\_\_\_ C: \_\_\_\_\_

FLOWING WELLS SCHOOL DISTRICT  
Board Agenda Item

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B-2	April 22, 2025
Agenda Item Number	Board Meeting Date

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Item: Report from Sentinel Peak High School and Flowing Wells Digital Campus Student Representatives

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Submitted By: Dr. Kevin Stoltzfus Date: April 14, 2025

Will Be Presented By: SPHS and FWDC Student Representatives

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Student representatives will provide a review of events and activities at Sentinel Peak High School and Flowing Wells Digital Campus in academics, sports, and other extracurricular programs.

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Estimated Cost \$ \_\_\_\_\_  See Additional Information Attached

Recommended Action:

Approve       Disapprove       Table       No Action Required

Division Head: \_\_\_\_\_ Superintendent: Kevin Stoltzfus

Board Action: M: \_\_\_\_\_ S: \_\_\_\_\_ A: \_\_\_\_\_ N: \_\_\_\_\_ C: \_\_\_\_\_

FLOWING WELLS SCHOOL DISTRICT  
Board Agenda Item

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C-1	April 22, 2025
Agenda Item Number	Board Meeting Date
Item: <u>Update on District Events and Activities</u>	
Submitted By: <u>Dr. Kevin Stoltzfus</u>	Date: <u>April 14, 2025</u>
Will Be Presented By: <u>Dr. Kevin Stoltzfus</u>	

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Superintendent Dr. Kevin Stoltzfus will provide an update on Flowing Wells School District events and activities.

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Estimated Cost \$ \_\_\_\_\_  See Additional Information Attached

Recommended Action:

Approve       Disapprove       Table       No Action Required

Division Head: \_\_\_\_\_ Superintendent: Kevin Stoltzfus

Board Action: M: \_\_\_\_\_ S: \_\_\_\_\_ A: \_\_\_\_\_ N: \_\_\_\_\_ C: \_\_\_\_\_

FLOWING WELLS SCHOOL DISTRICT  
Board Agenda Item

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D	April 22, 2025
Agenda Item Number	Board Meeting Date
Item: <u>Public Comments</u>	
Submitted By: <u>Dr. Kevin Stoltzfus</u>	Date: <u>April 14, 2025</u>
Will Be Presented By: <u>Dr. Kevin Stoltzfus</u>	

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Estimated Cost \$ \_\_\_\_\_  See Additional Information Attached

Recommended Action:

Approve       Disapprove       Table       No Action Required

Division Head: \_\_\_\_\_ Superintendent: Kevin Stoltzfus

Board Action: M: \_\_\_\_\_ S: \_\_\_\_\_ A: \_\_\_\_\_ N: \_\_\_\_\_ C: \_\_\_\_\_

FLOWING WELLS SCHOOL DISTRICT  
Board Agenda Item

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E	April 22, 2025
Agenda Item Number	Board Meeting Date

Item: Consent Agenda for this Meeting

Submitted By: Dr. Kevin Stoltzfus Date: April 14, 2025

Will Be Presented By: Dr. Kevin Stoltzfus

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Information for the Public:

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Estimated Cost \$ \_\_\_\_\_  See Additional Information Attached

Recommended Action:

Approve       Disapprove       Table       No Action Required

Division Head: \_\_\_\_\_ Superintendent: Kevin Stoltzfus

Board Action: M: \_\_\_\_\_ S: \_\_\_\_\_ A: \_\_\_\_\_ N: \_\_\_\_\_ C: \_\_\_\_\_

FLOWING WELLS SCHOOL DISTRICT  
Board Agenda Item

E-1  
Agenda Item Number

April 22, 2025  
Board Meeting Date

Item: Approval of Agenda for this Meeting

Submitted By: Dr. Kevin Stoltzfus Date: April 14, 2025

Will Be Presented By: Dr. Kevin Stoltzfus

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Request approval for adoption of the agenda for this meeting, April 22, 2025.

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Estimated Cost \$ \_\_\_\_\_  See Additional Information Attached

Recommended Action:

Approve       Disapprove       Table       No Action Required

Division Head: \_\_\_\_\_ Superintendent: Kevin Stoltzfus

Board Action: M: \_\_\_\_\_ S: \_\_\_\_\_ A: \_\_\_\_\_ N: \_\_\_\_\_ C: \_\_\_\_\_

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**BREAK- The brief break provides an opportunity for families and friends to leave the meeting.**

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**G. Business and Finance**

1. Consideration and Possible Adoption of Resolution for Lease Purchase of Energy Conservation Measures with Veregy, LLC
  - a. To consider and, if deemed acceptable, adopt a resolution authorizing the lease purchase of certain energy conservation measures within the District from Veregy, LLC or an affiliate through a tax-exempt equipment lease purchase agreement with a bank or financial institution, as determined by the District, with assistance from a placement agent; authorizing the execution of various documents relating to such energy conservation measures and the financing thereof; and delegating to the District superintendent and chief financial officer the authority to select the lessor and escrow agent and complete such documents within the parameters set forth in the resolution.
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life/AD&D and supplemental life; and WEX for flexible spending accounts. Separate from Valley Schools, Sun Life is the recommended contract recipient for short-term disability.

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**H. Executive Session**

1. In accordance with A.R.S.§38-431.03.A.5, an Executive Session may be called for discussion or consultation with designated representative of the public body in order to consider its position and instruct its representative regarding negotiations with employee organizations regarding the salaries, salary schedules or compensation paid in the form of fringe benefits of employees of the public body; concerning salaries and benefits.

**I. Adjourn**

FLOWING WELLS SCHOOL DISTRICT  
Board Agenda Item

E-2 April 22, 2025  
Agenda Item Number Board Meeting Date

Item: Approval of Minutes of Governing Board Meetings

Submitted By: Dr. Kevin Stoltzfus Date: April 14, 2025

Will Be Presented By: Dr. Kevin Stoltzfus

The following Governing Board meeting minutes are presented for Governing Board approval: April 8, 2025 (Open Session Minutes and Executive Session Minutes).

Estimated Cost \$ \_\_\_\_\_  See Additional Information Attached

Recommended Action:

Approve  Disapprove  Table  No Action Required

Division Head: \_\_\_\_\_ Superintendent: Kevin Stoltzfus

Board Action: M: \_\_\_\_\_ S: \_\_\_\_\_ A: \_\_\_\_\_ N: \_\_\_\_\_ C: \_\_\_\_\_

# Flowing Wells Unified School District Governing Board Meeting Minutes

6:00 p.m.

April 8, 2025

**District Administration Center  
1556 West Prince Road  
Tucson, Arizona 85705**

## **Attendance**

Governing Board Members:  
Kevin Daily, President  
Wendy Effing, Clerk  
Brianna Hamilton  
Kristine Hammar  
Stephanie Miller

Administrative Personnel:  
Dr. Kevin Stoltzfus, Superintendent  
Dr. Audrey Reff, Associate Superintendent  
Dr. Tabetha Finchum, Assistant Superintendent  
Stacy Trueblood, Chief Financial Officer

133 additional staff members and guests were in attendance.

## **A. Opening of Meeting**

- A-1. Governing Board President Kevin Daily called the meeting to order at 6:00 PM.
- A-2. The Pledge of Allegiance was observed.

## **B. Superintendent's Report**

- B-1. Report from Flowing Wells High School Student Representatives  
Flowing Wells High School student representatives Hunter Spears and Charles Vasquez, 10<sup>th</sup> grade, and Emily Arndt, 9<sup>th</sup> grade, presented the FWHS spotlight videos to be used in the course catalogue showcasing courses available for students. Videos included clips on STUCO and the Pep Assembly.  
*Member Kristie Hammar stated the students did a fabulous job capturing FWHS and she liked the screen in a screen feature. Member Brianna Hamilton stated there was a lot of work done in creating the videos and students did a wonderful job.*

## **C. Superintendent's Report**

- C-1. Recognition of April Building Blocks for Character Students  
Superintendent Dr. Kevin Stoltzfus recognized the April Building Blocks for Character Students from each school: EMELC: George Cresswell, Centennial Elementary: Michael Martinez, Homer Davis Elementary: Jaylah Francies, Douglas Elementary: Aaron Dominguez, Hendricks Elementary: Johnny Phan, Laguna Elementary: Juliet Galindo, Richardson Elementary: Aubrey Miller, Flowing Wells Junior High: Lynneah Maskey, Flowing Wells High School: Victoria Delgado, Sentinel Peak High School: Hosanna Robles.

- C-2. Recognition of Support Staff Employee of the Year  
Superintendent Dr. Kevin Stoltzfus recognized the Douglas Elementary School Support Staff Employee of the Year, Barbara Elston-Perez.
- C-3. Recognition of Volunteer of the Year  
Superintendent Dr. Kevin Stoltzfus recognized the Douglas Elementary School Volunteer of the Year, Stephanie Miller.
- C-4. Recognition of Teacher of the Year  
Superintendent Dr. Kevin Stoltzfus recognized the Douglas Elementary School Teacher of the Year, Erika Tornberg.
- B-5. Update on District Events and Activities  
Superintendent Dr. Kevin Stoltzfus provided an update on the following current district events and activities:
- Update on the reason for the Board Meeting in the CLC;
  - AASA and ACT testing happen this week;
  - 27 award winners at SARSEF, including Jessica Wendt and Jessica Dietrich, winners of Science Educator awards;
  - SPS Governing Board visit and luncheon is April 17;
  - Spring holidays are April 18 and 21.

#### **D. Public Comments**

Cary Kelly, FWEA president and FWHS teacher, expressed gratitude to the Governing Board and administration for considering pay raises for the school psychologist, occupational therapist and certified occupational therapist assistant/assistive technology technician positions. He also stated FWEA will have 9 delegates representing FWEA at the AEA Delegate Assembly in May. He reports FWEA members are expressing concerns over the current situation with the US Department of Education.

#### **E. Consent Agenda**

The following items were reviewed and approved as recommended with one motion.

*Motion by Hammar; second by Hamilton; 5 ayes; motion carried.*

- E-1. Approval of Agenda for this Meeting  
Approved April 8, 2025 meeting agenda.
- E-2. Approval of Minutes of Governing Board Meeting  
Approved minutes of the Governing Board meeting: March 25, 2025 (Open Session Minutes).
- E-3. Approval of District Expense and Payroll Vouchers  
Approved expense vouchers #7051-25 and 7053-25 and Payroll vouchers #2620.
- E-4. Approval of Requests for Open Enrollment  
No requests for this meeting.
- E-5. Approval of Requests for Use of District Facilities  
Approved as recommended district facilities requests.

- E-6. Approval of Requests for Student Trips  
Approved as recommended student trip requests.
- E-7. Approval of Requests for Staff Travel  
Approved as recommended staff requests to travel.
- E-8. Approval of Personnel Actions  
Approved as recommended personnel actions.
- E-9. Acceptance of Gifts and Donations  
Accepted as recommended gifts and donations in the amount of \$612.50 for the period of March 1-31, 2025.
- E-10. Review of District Financial Statements  
Reviewed Student Activity Balance Sheets and Auxiliary Operations Year-to-Date Budget as of March 31, 2025.
- E-11. Approval of Asset Retirement and Disposals  
Approved as requested retirement and disposal of assets no longer used by the district as of April 2, 2025.
- E-12. Approval of District Calendars  
Approved as recommended the Summer 2025 Schedule; 2025-2026 Classified Calendar by Group; 2025-2026 Paid Holidays; 2025-2026 Payroll Dates Calendar; 2025-2026 Governing Board Meetings; and 2025-2026 Governing Board School Visitations calendars.

## **F. Business and Finance**

- F-1. Recommend Approval of Renewed IGA with Pima County for the Pima Early Education Program  
Approved as recommended to renew the Pima County Early Education Program IGA to be effective July 1, 2025 to May 31, 2028.  
*Motion by Hamilton; second by Miller; 5 ayes; motion carried.*
- F-2. Recommend Approval of 2025-2026 Salary Increase for School Psychologists and Occupational Therapists  
Approved as recommended the increase to school psychologist and occupational therapist starting rates for the 2025-2026 school year.  
*Motion by Hammar; second by Hamilton; 5 ayes; motion carried.*  
*Superintendent Dr. Kevin Stoltzfus stated these are very difficult positions to fill. In response to questions from Member Brianna Hamilton and Stephanie Miller, Assistant Superintendent Tabetha Finchum stated the district is working on several ways to advertise and attract candidates for these positions, including a targeted marketing campaign, job fairs, additional posting placements, social media platforms, and reaching out to Pima Community College and UA contacts. Dr. Finchum also stated there is a statewide shortage of candidates.*

- F-3. Recommend Approval of 2025-2026 hourly rate increase for Certified Occupational Therapist Assistant (COTA) / Assistive Technology Technician and updated 25-26 Support Salary Schedule

Approved as recommended the hourly rate increase for the certified occupational therapist assistant / assistive technology technician positions for the 2025-2026 school year, as well as the updated 25-26 Support Staff Salary Schedule.

*Motion by Effing; second by Hammar; 5 ayes; motion carried.*

**G. New Business**

- G-1. Recommend Approval of Flowing Wells Title I Parent Involvement Policy

Approved as recommended the Flowing Wells Title I Parent Involvement Policy, which is review annually.

*Motion by Hammar; second by Hamilton; 5 ayes; motion carried.*

**H. Executive Session**

- H-1. In accordance with A.R.S. §38-431.03.A.1, an Executive Session may be called for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining, termination or resignation of a public officer or district employees; concerning superintendent contract.

*Motion by Effing; second by Hammar; 5 ayes; motion carried.*

**I. Adjourn**

Meeting was adjourned at 7:49 p.m.

*Motion by Hamilton; second by Effing; 5 ayes; motion carried.*

Signatures:

\_\_\_\_\_  
Kevin Daily, President

\_\_\_\_\_  
Wendy Effing, Clerk

\_\_\_\_\_  
Brianna Hamilton

\_\_\_\_\_  
Kristine Hammar

\_\_\_\_\_  
Stephanie Miller

FLOWING WELLS SCHOOL DISTRICT  
Board Agenda Item

E-3  
Agenda Item Number

April 22, 2025  
Board Meeting Date

Item: Approval of District Expense and Payroll Vouchers

Submitted By: Patricia Forgach/Stacy Trueblood Date: April 14, 2025

Will Be Presented By: Dr. Kevin Stoltzfus/Stacy Trueblood

Sign vouchers for upcoming check batches (to be reviewed at next Board Meeting).

Expense Vouchers FY 2025 . . . . . 7061-25, 7062-25, 7063-25, 7064-25,  
7065-25, 7066-25, 7067-25, 7068-25, 7069-25, 7070-25

The following Expense and Payroll vouchers are presented for Board Approval.

Expense Voucher 7054-25 \$ 86,954.39  
Expense Voucher 7055-25 \$ 206,436.07

Payroll Voucher 2621 \$1,856,185.14

Estimated Cost \$ \_\_\_\_\_  See Additional Information Attached

Recommended Action:

Approve       Disapprove       Table       No Action Required

Division Head: *Stacy Trueblood* Superintendent: *Kevin Stoltzfus*

Board Action: M: \_\_\_\_\_ S: \_\_\_\_\_ A: \_\_\_\_\_ N: \_\_\_\_\_ C: \_\_\_\_\_

4/10/2025

VOUCHER #7054-25

EIGHTY-SIX THOUSAND NINE HUNDRED FIFTY-FOUR DOLLARS & 39/100

\$86,954.39

0010

\$18,047.38

FEDERAL AND STATE PROJECTS

0506 UNITED WAY CRADLE TO CAREER

\$198.00

1125 2025 TITLE I

\$152.95

1655 2025 21ST CENT LAGUNA YR 5

\$1,266.78

1685 2025 21ST CENT Y3 DOUG

\$25.54

2625 2025 CTE FEDERAL PERKINS

\$432.90

3842 PIMA EARLY EDUCATION PROGRAM

\$12.30

4705 2025 AZ HERIT K-12 SMALL GRANT

\$872.20

OTHER

5100 FOOD SERVICE

\$36,768.22

5112 FS FRESH FRUITS/VEGETABLE P2

\$7,343.53

5150 CIVIC CENTER

\$1,076.85

5200 COMMUNITY SERVICE-STAFF DEV

\$767.63

5300 GIFTS AND DONATIONS

\$12,442.53

5550 TEXTBOOKS

\$301.31

5960 CTED

21

\$6,795.29

6100 UNRESTRICTED CAPITAL OUTLAY

\$450.98

4/10/2025

VOUCHER #7055-25

TWO HUNDRED SIX THOUSAND FOUR HUNDRED THIRTY SIX DOLLARS & 07/100

\$206,436.07

0010

\$102,593.90

FEDERAL AND STATE PROJECTS

2910 MIDICAID PUBLIC SCHOOL DSC

\$173.25

3740 E RATE

\$402.89

OTHER

5100 FOOD SERVICE

\$53.77

5300 GIFTS AND DONATIONS

\$5.55

5960 CTED

\$1,721.46

6100 UNRESTRICTED CAPITAL OUTLAY

\$85,529.81

6910 BUILDING RENEWAL GRANTS

\$4,688.52

9500 WAREHOUSE

\$11,266.92

4/15/2025

2621

One Million Eight Hundred Fifty Six Thousand One Hundred Eighty Five Dollars and Fourteen Cents

1,856,185.14

3/30/2025

4/12/2025

00100	Regular Ed Programs	1,398,365.55
	301 FUNDS	
01100	301 Base Pay	137,450.17
01300	Prop 301 Menu	9,366.42
	FEDERAL AND STATE PROJECTS	
02000	Prop 202	6,813.11
07100	SEI Structured English ELD	2,034.52
11251	2025 Title I	74,439.91
16550	Regular Education	5,744.39
16650	21st Century Cont	6,971.27
16850	21st Century Cont	5,013.51
19150	TITLE III- Bilingual Education	1,124.34
22250	Special Education	52,953.17
22450	Special Education	1,080.55
26250	JTED	3,907.86
28250	Education for Homeless Children & Youth	2,322.53
29000	Medicaid Reimbursement	16,233.00
29100	Medicaid Special Education Admin	8,302.67
31000	JROTC Instruction	3,708.30
34150	Special Education	7,321.19
35050	CDBG	2,451.43
35550	Community Services	3,844.10
38420	Pima Early Education Program	20,162.46
45700	Bilingual Education	9,442.63
46250	School Safety Program Expansion [2024]	6,106.09
46850	Early Literacy Grant [2024]	8,179.58
	OTHER	
51000	Food Service	2,186.32
51500	Civic Center	479.01
52000	Community Services	25,583.63
53000	G&D PDG FY20	1,900.25
57000	Indirect Cost	22,812.10
59600	JTED	9,885.08

FLOWING WELLS SCHOOL DISTRICT  
Board Agenda Item

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E-4 April 22, 2025

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Agenda Item Number Board Meeting Date

Item: Approval of Requests for Use of District Facilities

Submitted By: Teressa Austin/Stacy Trueblood Date: April 14, 2025

Will Be Presented By: Dr. Kevin Stoltzfus/Stacy Trueblood

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Requests for use of district facilities are submitted for approval.

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Estimated Cost \$ \_\_\_\_\_  See Additional Information Attached

Recommended Action:

Approve       Disapprove       Table       No Action Required

Division Head: *Stacy Trueblood* Superintendent: *Kevin Stoltzfus*

Board Action: M: \_\_\_\_\_ S: \_\_\_\_\_ A: \_\_\_\_\_ N: \_\_\_\_\_ C: \_\_\_\_\_



FLOWING WELLS SCHOOL DISTRICT  
Board Agenda Item

E-6  
Agenda Item Number

April 22, 2025  
Board Meeting Date

Item: Approval of Request for Student Trips

Submitted By: Karen Gusk/Stacy Trueblood Date: April 14, 2025

Will Be Presented By: Dr. Kevin Stoltzfus/Stacy Trueblood

Student trip requests are submitted for approval.

Estimated Cost \$ \_\_\_\_\_  See Additional Information Attached

Recommended Action:

Approve       Disapprove       Table       No Action Required

Division Head: *Stacy Trueblood* Superintendent: *Kevin Stoltzfus*

Board Action: M: \_\_\_\_\_ S: \_\_\_\_\_ A: \_\_\_\_\_ N: \_\_\_\_\_ C: \_\_\_\_\_

FLOWING WELLS SCHOOL DISTRICT

OVERNIGHT/OUT OF STATE TRIP REQUEST FORM

This form is designed to provide the basis for Board consideration and should be submitted AT LEAST 30 DAYS PRIOR TO THE PROPOSED DEPARTURE DATE or BEFORE ANY FUNDRAISING OR FEE COLLECTION IS DONE. Additional information regarding this trip should be submitted to your building principal according to established procedures. A representative shall be present at the Board meeting where this matter is considered in order to answer questions and provide any subsequent information. Upon approval of the request, please submit a Pupil Transportation Request Form, if applicable.

SCHOOL: FWHS DATE OF REQUEST: 3/10/25

NAME OF GROUP: Choir SPONSOR: Jenny Campman

PURPOSE OF TRIP: All-State Honor Choir

# OF STUDENTS PARTICIPATING: 8 DESTINATION(S): Flagstaff, AZ

DEPARTURE DATE & TIME: Thurs 4/10 8am ESTIMATED TIME OF ARRIVAL: 1pm

RETURN DEPARTURE DATE & TIME: Sat 4/12 6pm ESTIMATED TIME OF RETURN: 11pm

PRELIMINARY ROOM ASSIGNMENTS FOR STUDENTS, COACHES, AND CHAPERONES: (Attach a list if necessary) Room 1: Kirsten Rosch, Hardence Rosch, Jay Montano, Chavez Room 2: Corrice Corrice, Sarah Thompson Room 3: Max Stolz, Samuel Austin Room 4: Jenny Campman, Carrie Hester

Attach all trip protocols including dining & bed check, curfew times, and other pertinent supervisory procedures.

TOTAL NUMBER OF SCHOOL EMPLOYEES SERVING AS CHAPERONE AND LIST THEIR NAMES: (Attach a list if necessary) 2 - Jenny Campman + Carrie Hester

NAMES OF NON-SCHOOL PEOPLE SERVING AS CHAPERONE: (Attach a list if necessary) NA

COST PAID BY EACH STUDENT: none OTHER SOURCE: Principal Discretionary Fund (attn: Frank Thomas)

TRANSPORTATION: (please check) District Bus Private Vehicle District Van Other (explain) District Car

PROCUREMENT COMPLIANCE: Prior approval by the Director of Business and Finance is required for procurement compliance. Please attach itemized expenditure list by type and/or vendor including total cost and quotations obtained. Please note that expenditures over \$100,000 per vendor require a formal bid/RFP, which could take up to 2 months.

OVERNIGHT/OUT OF STATE TRIP REQUEST FORM -- page 2

EMERGENCY CONTACTS:

(List telephone numbers & lodging locations, as well as cell phone numbers if available)

1. Jenny Campman 520 904 9785
2. Hampton Inn Flagstaff 928 913 0900
3. Carril Hester 417 350 9940

Attach trip itinerary to include departure times and schedule of events for each day of the activity. Be specific about lodging and the location of meals. It is recognized that some details of the itinerary may change and that those changes will be submitted in writing for approval prior to departure. **THE FINAL ITINERARY MUST BE STRICTLY ADHERED TO.**

---

Jenny Campman 3/10/25  
Signature of Person Making Request Date

[Signature] 4/3/25  
Signature of Principal (approval) Date

[Signature] 4/7/2025  
Signature of Chief Financial Officer (approval) Date

---

BOARD ACTION:

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

---

\_\_\_\_\_  
Signature of Transportation Director Date

---

## Overnight Field Trip Budget

Purpose of Trip: All-State Honor Choir

Dates: 4/10/25 - 4/12/25

Number of Students: 7

Number of Adults: 2

Cost per Person: \$374.08

Total Cost of Trip: \$3,366.68

### List Vendors and Totals by Vendor

#	Vendor	Total	Procurement Type: Verbal, Written, Bid or State/SAVE Contract	Copies Attached: Y or N
1	AMEA (registration)	400.00	written	
2	Hampton Inn	\$1516.68	written	
3	FW Transportation	\$600.00	written	
4	Meals	\$850	written	
5				
	<b>Total</b>	<b>\$3,366.68</b>		

### Funding Source:

#	Fund	Amount
1	Principal	\$3,366.68
2		
3		
	<b>Total</b>	<b>\$3,366.68</b>

### Procurement Requirements:

\$10,000 - \$50,000 cumulative total (all district expenditures) to a vendor requires three verbal quotes.

\$50,000 - \$100,000 cumulative total (all district expenditures) to a vendor requires three written quotes.

\$100,000 & above requires formal Bids/RFPs (Contact the Business Office).

Sole Source determinations must be approved by the Business Office.

State/SAVE Contracts requires due diligence - contact Business Office.

Business Office will assist with the budget and procurement. Please contact Stacy Trueblood or Mark Vannatta.

### Approval Process:

1 - School Administration Approval

2 - Business Office Procurement Approval

3 - Board Approval

4 - Complete required purchase orders prior to securing reservations

**DIRECTOR NAME** Jennifer Campman

---

**SCHOOL** Flowing Wells High School

---

**SCHOOL ADDRESS** 3725 N Flowing Wells Rd, Tucson, Arizona 85705

---

**DIRECTOR EMAIL ADDRESS** jennifer.campman@fw.usd.org

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**DIRECTOR PREFERRED PHONE** (520) 904-9785

---

**SCHOOL PHONE** (520) 696-8120

---

**AREA YOU ARE REGISTERING FOR:** Choir

---

# Payment Information

HOW ARE YOU  
PAYING YOUR  
REGISTRATION  
FEES?

School Purchase  
Order

PURCHASE ORDER #

SCHOOL DISTRICT  
NAME

Flowing Wells Unified  
School District

TOTAL STUDENT  
REGISTRATION FEES  
- CHOIR

\$400.00

I UNDERSTAND THAT MY FORM IS NOT CONSIDERED SUBMITTED UNTIL I RECEIVE A CONFIRMATION EMAIL. Yes

# Arizona Music Educators Association (AMEA)

## AMEA High School All-State Participation Form

Please remit your payment as soon as possible to:

Arizona Music Educators Association (AMEA)

6818 E. Kingston Place

Tucson, Az 85710

Submission of this form obligates payment.

# Entry Details

32

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Download Full screen Print Save to OneDrive Hide email

Overnight

IMC NAME \_\_\_\_\_ REF# \_\_\_\_\_  
DATE \_\_\_\_\_

FLOWING WELLS PUBLIC SCHOOLS  
PUPIL TRANSPORTATION REQUEST  
(Educational Field Trips, Athletics, Special Trips, Etc.)

School: FWHS Today's Date: 3/10/25

INSTRUCTIONS: This form is to be completed in triplicate and signed by the Requester and Principal. A Purchase Order must be issued by the Business Office BEFORE the request can be sent to the Transportation Office for vehicle assignment. The completed Pupil Transportation Request should be submitted at least 2 weeks prior to the date of any trip.

DATE TRANSPORTATION NEEDED: Thurs, 4/10/25 DATE RETURNING: Sat, 4/12/25  
LOAD TIME: 8:00 (AM) (PM) DEPART TIME: 8:15 am  
RETURN LOAD TIME: 6 (AM) (PM) ARRIVAL BACK AT SCHOOL: 11 pm  
NUMBER OF PUPILS: 8 NUMBER OF CHAPERONES 2 GRADE LEVEL: 9-12

TYPE AND NUMBER OF VEHICLES REQUESTED:

1 MINI VAN (7 PASSENGER) \_\_\_\_\_ BUS (56/84 PASSENGER)  
1 VAN (10 PASSENGER) \_\_\_\_\_ W/C BUS (2 w/c + 24 PASSENGER)

PLACE FOR PICKING UP STUDENTS AT THE SCHOOL (IF BUS IS REQUESTED): \_\_\_\_\_

DESTINATION #1: NAU School of Music, 115 Knowles Dr Flagstaff, Az 86011  
NAME ADDRESS

ADDITIONAL STOPS: (i.e. PARK, MEALS, ETC.) \_\_\_\_\_

PURPOSE OF TRIP: All State Choir

PERSON MAKING REQUEST \_\_\_\_\_ (APPROVAL) PRINCIPAL \_\_\_\_\_ (APPROVAL) TRANSPORTATION DIRECTOR \_\_\_\_\_

PLEASE PRINT NAME AND PHONE #: Jenny Campman 520 904 9785

ACCOUNT NAME: principal discretionary fund PO NUMBER: \_\_\_\_\_  
attn: Frank Thomas

DISTRICT USE ONLY:  
MILEAGE CHARGE 300 X 2 = 600 X 1.00 \$ 600.00  
ESTIMATED DRIVER CHARGE \$ \_\_\_\_\_  
ESTIMATED TOTAL CHARGES \$ \_\_\_\_\_  
ACCOUNT CHARGED \$ 600.00

COPY 1: TRANSPORTATION \* COPY 2: BUSINESS OFFICE \* COPY 3: SCHOOL COPY

REVISED: 1/2012

\* Please press firmly, you are making 3 copies\*

9-FW30170

# You're all set, JENNIFER!

**Confirmation number: 53445924**

We sent the details to j\*\*\*\*k@email.arizona.edu.

## Hotel Information



### Hampton Inn & Suites Flagstaff

2400 S. Beulah Blvd.  
Flagstaff, Arizona 86001 USA  
+1 928-913-0900

## Stay Information

**10** APR THU — **12** APR SAT

Check-in: 3:00 PM  
Check-out: 11:00 AM

Early check-in cannot be guaranteed. Contact the hotel to inquire about early check-in or late check-out.

## Guest information

**JENNIFER Campman**

Hilton Honors#:

## Comments:

Please make sure that this 4 rooms will be close to each other or~side by side or atleast same floor//

## 4 rooms for 4 adults and 8 kids

### Room and rate 1

2 Queen Beds Nonsmoking \$341.04  
Honors Discount

### Room and rate 2

2 Queen Beds Nonsmoking \$341.04  
Honors Discount

### Room and rate 3

2 Queen Beds Nonsmoking \$341.04  
Honors Discount

### Room and rate 4

2 Queen Beds Nonsmoking	\$341.04
Honors Discount	

Total room charge	\$1,364.16
Total taxes	\$152.52

**Total for stay: \$1,516.68**

**Payment** VISA 8074 Feb 2028

### Guarantee policy

There is a Credit Card required for this reservation.

If you use a debit/credit card to check in, a hold may be placed on your card account for the full anticipated amount to be owed to the hotel, including estimated incidentals, through your date of check-out and such hold may not be released for 72 hours from the date of check-out or longer at the discretion of your card issuer.

### Cancellation policy

Free cancellation before 11:59 PM local hotel time on 09 Apr 2025.

At check in, the front desk will verify your check-out date. Rates quoted are based on check-in date and length of stay. Should you choose to depart early, price is subject to change.

We reserve the right to cancel or modify reservations where it appears that a customer has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error.

Totals listed here are estimated based on current taxes and exchange rates (if applicable) and do not include additional fees/charges that may be incurred during your stay.

### Optional services for an additional charge

#### Self parking

Complimentary

#### Pets

Service animals only

FLOWING WELLS SCHOOL DISTRICT

OVERNIGHT/OUT OF STATE  
TRIP REQUEST FORM

This form is designed to provide the basis for Board consideration and should be submitted **AT LEAST 30 DAYS PRIOR TO THE PROPOSED DEPARTURE DATE or BEFORE ANY FUNDRAISING OR FEE COLLECTION IS DONE.** Additional information regarding this trip should be submitted to your building principal according to established procedures. A representative shall be present at the Board meeting where this matter is considered in order to answer questions and provide any subsequent information. Upon approval of the request, please submit a Pupil Transportation Request Form, if applicable.

SCHOOL: Flowing Wells High School DATE OF REQUEST: 3/20/25

NAME OF GROUP: Boys Basketball SPONSOR: Sean Spiece

PURPOSE OF TRIP: Team bonding, competition

# OF STUDENTS PARTICIPATING: 10-12 DESTINATION(S): Flagstaff, AZ

DEPARTURE DATE & TIME: 6am on 6/6 ESTIMATED TIME OF ARRIVAL: 10am, 6/6

RETURN DEPARTURE DATE & TIME: 6pm on 6/7 ESTIMATED TIME OF RETURN: 10pm, 6/7

PRELIMINARY ROOM ASSIGNMENTS FOR STUDENTS, COACHES, AND CHAPERONES:

(Attach a list if necessary)

Each student will get a dorm room with a shared bathroom.

**Attach all trip protocols including dining & bed check, curfew times, and other pertinent supervisory procedures.**

TOTAL NUMBER OF SCHOOL EMPLOYEES SERVING AS CHAPERONE AND LIST THEIR NAMES:

(Attach a list if necessary)

Sean Spiece, Elly Spiece

NAMES OF NON-SCHOOL PEOPLE SERVING AS CHAPERONE:

(Attach a list if necessary)

Jesus Campa

COST PAID BY EACH STUDENT: \_\_\_\_\_ OTHER SOURCE: \_\_\_\_\_

TRANSPORTATION: (please check)

- District Bus
- District Van
- District Car
- Private Vehicle
- Other (explain) \_\_\_\_\_

**PROCUREMENT COMPLIANCE:** Prior approval by the Director of Business and Finance is required for procurement compliance. Please attach itemized expenditure list by type and/or vendor including total cost and quotations obtained. Please note that expenditures over \$100,000 per vendor require a formal bid/RFP, which could take up to 2 months.

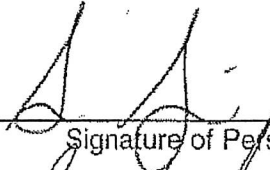

OVERNIGHT/OUT OF STATE TRIP REQUEST FORM – page 2

EMERGENCY CONTACTS:

(List telephone numbers & lodging locations, as well as cell phone numbers if available)

- |                       |                     |  |
|-----------------------|---------------------|--|
| 1. <u>Sam Spiece</u>  | <u>520 437 9764</u> | <u>NAU Dorms - phone # 661</u>             |
| 2. <u>Elly Spiece</u> | <u>520 668 3433</u> | <u>Alexandra Fowler, Director NAU</u>      |
| 3. <u>Jesus Campa</u> | <u>480 415 0856</u> | <u>Basketball Operations, 517-410-9474</u> |

Attach trip itinerary to include departure times and schedule of events for each day of the activity. Be specific about lodging and the location of meals. It is recognized that some details of the itinerary may change and that those changes will be submitted in writing for approval prior to departure. **THE FINAL ITINERARY MUST BE STRICTLY ADHERED TO.**

	<u>3/28/25</u>
Signature of Person Making Request	Date
	<u>4/1/25</u>
Signature of Principal (approval)	Date
	<u>4/14/2025</u>
Signature of Chief Financial Officer (approval)	Date

BOARD ACTION:

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Transportation Director Date

**Overnight Field Trip Budget**

Purpose of Trip: team bonding, high level of  
competition

Dates: 6/6 - 6/7

Number of Students 12

Number of Adults 2

Cost per Person Free for athletes

Total Cost of Trip \$3,221.50

**List Vendors and Totals by Vendor**

#	Vendor	Total	Procurement Type: Verbal, Written, Bid or State/SAVE Contract	Copies Attached: Y or N
1	Entry fee + Deems MVU	2121.50		Y
2	FW Transportation	1100.00		Y
3				
4				
5				
	<b>Total</b>	<b>3221.50</b>		

**Funding Source:**

#	Fund	Amount
1	Boys Ball 8037	2121.50
2	Boys Ball for credit	1100.00
3		
	<b>Total</b>	<b>3221.50</b>

**Procurement Requirements:**

\$10,000 - \$50,000 cumulative total (all district expenditures) to a vendor requires three verbal quotes.  
 \$50,000 - \$100,000 cumulative total (all district expenditures) to a vendor requires three written quotes.  
 \$100,000 & above requires formal Bids/RFPs (Contact the Business Office).  
 Sole Source determinations must be approved by the Business Office.  
 State/SAVE Contracts requires due diligence - contact Business Office.  
 Business Office will assist with the budget and procurement. Please contact Stacy Trueblood or Mark Vannatta.

**Approval Process:**

- 1 - School Administration Approval
- 2 - Business Office Procurement Approval
- 3 - Board Approval
- 4 - Complete required purchase orders prior to securing reservations

## Boys Basketball NAU Itinerary

### June 6

6am: Depart FWHS

–Expect a stop in Phoenix for snacks and restroom

1030am: Arrive @ NAU, check-in, eat lunch (three meals are provided by NAU cafeteria)

12-6pm: Play two games

6pm-9pm: Eat dinner, team bonding event

10pm: Bed

### June 7

8am: Breakfast at Cafeteria

10am-5pm: Play three games with lunch in between

5pm: Eat dinner

6pm: Depart for Tucson

10pm: Arrive at FWHS

Sending a reminder for coaches who haven't registered and are beginning to put together your summer plans.

High School Coaches,

We are excited to officially open registration for the **2025 Northern Arizona Men's Basketball Team Camp!** We had a great summer last year and are looking forward to another!

**Team Camp Dates:** Friday, June 6- Saturday, June 7

**Format:** This year each team will play 2 full games on Friday and 3 full games on Saturday. We are adding another full game on instead of the single elimination tournament in order to give teams more opportunity to see their teams in action for full contests.

**Cost:** \$450/team

This is open to Varsity and JV teams.

For more information and to reserve your slot, please visit:

<https://naumensbasketballcamps.totalcamps.com/>

#### **DORM INFORMATION FOR TEAM CAMP**

If you are attending team camp this summer (6/6 and 6/7) and would like to set up housing for your players and staff, NAU will offer dorm rooms on campus this summer. **Rooms will be reserved on a first come first serve basis.**

#### **Cost:**

- **Double Room Night Package:** \$100 including tax per person per night for shared rooms (2 persons per room, shared bathrooms) Package includes room night in designated residence hall and one breakfast, lunch and dinner per person per room night and planning services. Individuals are responsible for bringing their OWN linens.
- **Single Room Night Package:** \$125 including tax per person per night for single rooms (1 person per room, shared bathrooms) Package includes room night in designated residence hall and one breakfast, lunch and dinner per person per room night and planning services. Individuals are responsible for bringing their OWN linens.
- **Overnight Parking:** \$24 per vehicle (car or oversized van/bus)

#### **Meals Included in Rate:**

- Dinner on 6/6
- Breakfast on 6/7
- Lunch on 6/7

**Deadline:** Final rooming lists and entire payment will be due no later than May 23<sup>rd</sup>. This is a strict deadline set by NAU Housing and changes cannot be made after this date.

**Payment:** You can pay by CC on our camp website listed below or by Check made out to "Burcar4 Athletics."

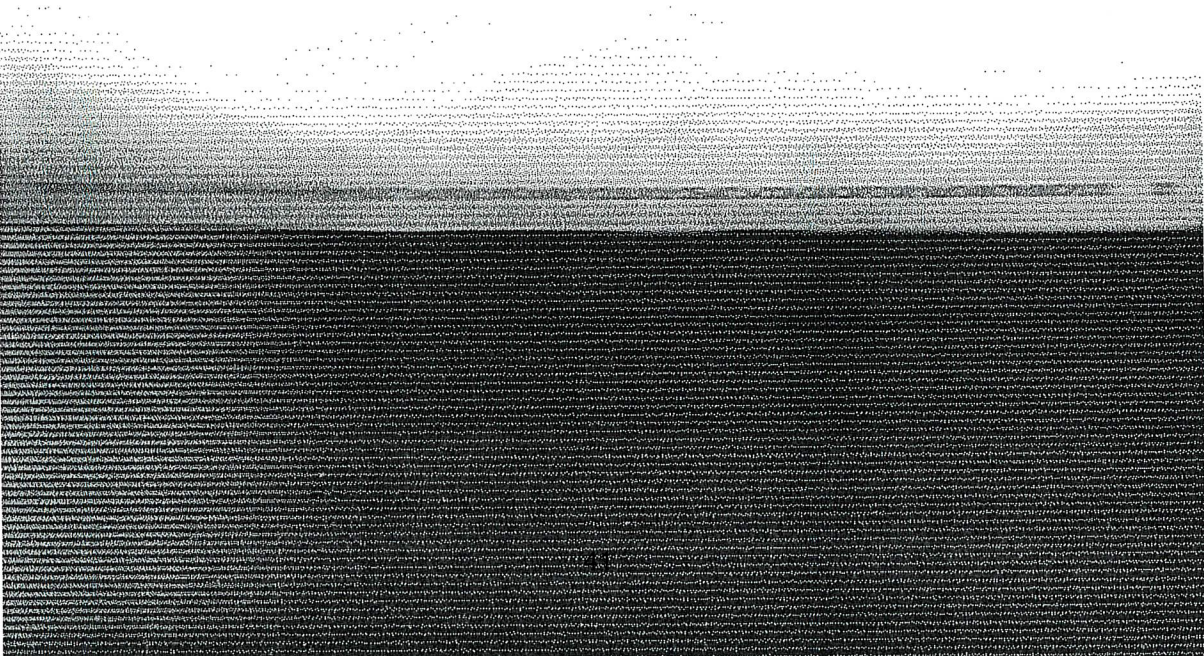
<https://naumensbasketballcamps.totalcamps.com/>

#### **Additional Housing Options:**

- Airbnb
- VRBO
- Area Hotels

All teams have a \$450 entry fee regardless of if dorms are utilized or not.

Please reach out with any questions!



IMC NAME \_\_\_\_\_  
DATE \_\_\_\_\_

REF# \_\_\_\_\_

FLOWING WELLS PUBLIC SCHOOLS  
PUPIL TRANSPORTATION REQUEST  
(Educational Field Trips, Athletics, Special Trips, Etc.)

School: FWHS Today's Date: 4/8/25

INSTRUCTIONS: This form is to be completed in triplicate and signed by the Requester and Principal. A Purchase Order must be issued by the Business Office BEFORE the request can be sent to the Transportation Office for vehicle assignment. The completed Pupil Transportation Request should be submitted at least 2 weeks prior to the date of any trip.

DATE TRANSPORTATION NEEDED: 6/6 DATE RETURNING: 6/7  
LOAD TIME: 6am (AM) (PM) DEPART TIME: 6:15am  
RETURN LOAD TIME: 6pm (AM) (PM) ARRIVAL BACK AT SCHOOL: 10pm  
NUMBER OF PUPILS: 12 NUMBER OF CHAPERONES: 3 GRADE LEVEL: 11-12

TYPE AND NUMBER OF VEHICLES REQUESTED:  
2 MINI VAN (7 PASSENGER) \_\_\_\_\_ BUS (56/84 PASSENGER)  
2 VAN (10 PASSENGER) \_\_\_\_\_ W/C BUS (2 w/c + 24 PASSENGER)

PLACE FOR PICKING UP STUDENTS AT THE SCHOOL (IF BUS IS REQUESTED): In front of gym (vans)

DESTINATION #1: NAV S San Francisco St. Flagstaff, AZ  
NAME ADDRESS

ADDITIONAL STOPS: (i.e. PARK, MEALS, ETC.) Food in Phoenix

PURPOSE OF TRIP: Team building, high level of competition

Sean Spicer  
PERSON MAKING REQUEST (APPROVAL) PRINCIPAL (APPROVAL) TRANSPORTATION DIRECTOR

PLEASE PRINT NAME AND PHONE #: Sean Spicer (520) 437-9764

ACCOUNT NAME: Boys Basketball PO NUMBER: \_\_\_\_\_

DISTRICT USE ONLY:  
MILEAGE CHARGE 275 X 2 = 550 X 1.00 \$ 550.00  
ESTIMATED DRIVER CHARGE \$ X2  
ESTIMATED TOTAL CHARGES \$ \_\_\_\_\_  
ACCOUNT CHARGED \$ 1,100.00

WHITE: TRANSPORTATION \* YELLOW: BUSINESS OFFICE \*

FLOWING WELLS SCHOOL DISTRICT

OVERNIGHT/OUT OF STATE TRIP REQUEST FORM

This form is designed to provide the basis for Board consideration and should be submitted AT LEAST 30 DAYS PRIOR TO THE PROPOSED DEPARTURE DATE. Additional information regarding this trip should be submitted to your building principal according to established procedures. A representative shall be present at the Board meeting where this matter is considered in order to answer questions and provide any subsequent information. Upon arrival of the request, please submit a Pupil Transportation Request Form if applicable.

SCHOOL: Flowing Wells High School DATE OF REQUEST: 04/07/25

NAME OF GROUP: Girls Basketball SPONSOR: Michael Perkins

PURPOSE OF TRIP: Participation in a competitive basketball tournament

# OF STUDENTS PARTICIPATING: 15 DESTINATION(S): Arizona Athletics Grounds

DEPARTURE DATE & TIME: June 12, 2025 & 8am ESTIMATED TIME OF ARRIVAL: 10:30am

RETURN DEPARTURE DATE & TIME: June 14, 2025 & 2:30 pm ESTIMATED TIME OF RETURN: 5:00pm

PRELIMINARY ROOM ASSIGNMENTS FOR STUDENTS, COACHES, AND CHAPERONES: (Attach a list if necessary)

Attached.

Attach all trip protocols including dining & bed check, curfew times, and other pertinent supervisory procedures.

TOTAL NUMBER OF SCHOOL EMPLOYEES SERVING AS CHAPERONE AND LIST THEIR NAMES: (Attach a list if necessary)

Michael Perkins, Josie Urenda, Tiffany Valenzuela, and Tara Whelan

NAMES OF NON-SCHOOL PEOPLE SERVING AS CHAPERONE: (Attach a list if necessary)

COST PAID BY EACH STUDENT: \$0 OTHER SOURCE: Club Fund 809-210

TRANSPORTATION: (please check)

- District Bus Private Vehicle
2 District Van Other (explain)
District Car

EMERGENCY CONTACTS: (List telephone numbers & lodging locations, as well as cell phone numbers if available)

- 1. Michael Perkins - (520) 203-2502
2.
3.

OVERNIGHT/OUT OF STATE TRIP REQUEST FORM

Attach trip itinerary to include departure times and schedule of events for each day of the activity. Be specific about lodging and the location of meals. It is recognized that some details of the itinerary may change and that those changes will be submitted in writing for approval prior to departure. **THE FINAL ITINERARY MUST BE STRICTLY ADHERED TO.**

*Michael Perkins*

\_\_\_\_\_  
Signature of Person Making Request

\_\_\_\_\_  
4/07/25  
Date

*[Handwritten Signature]*

\_\_\_\_\_  
Signature of Principal (approval)

\_\_\_\_\_  
4/10/25  
Date

*[Handwritten Signature]*

\_\_\_\_\_  
Signature of Chief Financial Officer (approval)

\_\_\_\_\_  
4/14/2025  
Date

BOARD ACTION:

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Transportation Director

\_\_\_\_\_  
Date

COPY (1) Superintendent      COPY (2) Transportation      COPY (3) Building      COPY (4) Sponsor

# Overnight Field Trip Budget

<b>Purpose of Trip:</b>	Girls	Basketball	Tournament
<b>Dates:</b>	June 12-14		
<b>Number of Students</b>	15		
<b>Number of Adults</b>	2		
<b>Cost per person</b>	\$0		
<b>Total Cost of Trip</b>	\$3103.00		

## List Vendors & Totals by vendor

#	Vendor	Total	Procurement Type: Verbal, Written, Bid	Copies Attached: Y or N
1	FW Transportation (600 miles)	\$650.00		
2	Hotel: Cambria Hotel PHX-Chandler	\$1289.00		
3	Tournament Fee - Arizona Athletics Group	\$364.00		
4	Food - Fast Food, restaurants, grocery stores in the area	\$800.00		
5				
	<b>Total</b>	3103.00		

## Funding Source:

#	Fund	Amount
1	Transportation - GBB Tax Credit	650.00
2	Hotel, Fee, & Food - GBB #8038	2453.00
3		
	<b>Total</b>	3103.00

## Procurement Requirements:

\$5000 - \$15,000 cumulative total (all district expenditures) to a vendor requires three verbal quotes

\$15,000 - \$50,000 cumulative total (all district expenditures) to a vendor requires three written quotes

\$50,000 & above requires formal Bids/RFPs (Contact the business Office)

Sole Source determinations must be approved by the Business Office

Business Office will assist with the budget and procurement. Please contact Usha Raghavan or Stacy Trueblood.

## Approval Process

- 1 - School Administration Approval
- 2 - Business Office procurement approval
- 3 - Board Approval
- 4 - Complete required purchase orders prior to securing reservations

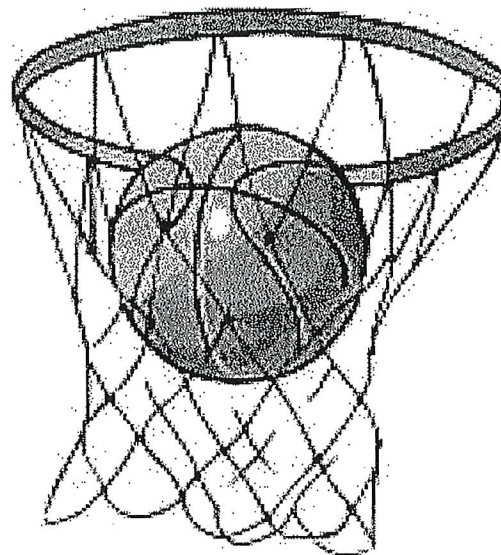
# Flowing Wells Lady Caps Basketball

## 2025 Section 7 Tournament

### Itinerary

#### Thursday - June 12

- 2:30pm – Load Vans at Flowing Wells High School
- 2:45pm – Leave HS for Arizona Athletics Grounds
- 4:45am – Arrive at Arizona Athletics Grounds
- 5:15pm – Check in to get credentials and prepare for practice
- 5:40pm – Scheduled Practice Time in the Arena
- 6:20pm - Community Service Packing Backpacks
- 7:00pm– Dinner
- 8:00 pm - Check into Hotel - Pizza and Pool
- 10:00 pm –Lights Out



#### Friday - June 13

- 8:00 am walk-up - Breakfast in hotel
- 9:00am - Circle Offense Film Session
- 11:15am - Load Vans at Hotel for Arizona Athletics Grounds
- 1:00pm - Game vs TBA - Ct TBA
- We will eat lunch on our way back to hotel
- Afternoon - Game TBD (4:45 or 6:00pm)
- Dinner and Team Time following Last game
- 10:00 pm - Lights out

#### **HOTEL INFO:**

Cambria Hotel  
13165 West Frye Rd., Chandler, AZ

#### Saturday - June 14

- 8:00 walk-up - Breakfast at hotel
- Two Game (Times TBD)
- Lunch and return to Tucson after final game

#### **Tournament INFO:**

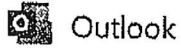
Arizona Athletics Grounds  
 Parents should buy tickets in advance -  
 parking fee

#### **Room List :**

TBD, Nadia, TBD, Renee  
 TBD, Adonia, TBD, Allison  
 TBD, Kenzly, Leila, Keyla  
 Coaches:  
 Perkins, Urenda, Tara, Tiffany

#### **Contact Telephone Numbers**

Perkins – 520-203-2502  
 Urenda - 520-461-2616



Fwd: Arizona Sports & Entertainment Commission Receipt

From Michael Perkins <michael.perkins@fwusd8.org>  
Date Thu 4/10/2025 9:19 AM  
To Zavala, Jacqueline <Jacqueline.Zavala@fwusd.org>

Caution! This message was sent from outside your organization.

[Report](#)

Michael Perkins  
Head Coach  
FW Lady Cabs Basketball  
5202032502

----- Forwarded message -----

From: **Arizona Sports & Entertainment Commission** <[no-reply@mail.micampblue.com](mailto:no-reply@mail.micampblue.com)>  
Date: Thu, Apr 10, 2025 at 9:18 AM  
Subject: Arizona Sports & Entertainment Commission Receipt  
To: <[michael.perkins@fwusd8.org](mailto:michael.perkins@fwusd8.org)>

# Transaction Receipt

Merchant Name	Arizona Sports & Entertainment Commission
Card Number	****0016
Expiry Date	05/2025
Name on Card	FWHS Athletics
Surcharge	\$14.00
Amount	\$350.00
Street	<u>1556 W. Prince Rd.</u>
<u>Zip Code</u>	<u>85705</u>
Email	<u><a href="mailto:michael.perkins@fwusd8.org">michael.perkins@fwusd8.org</a></u>
Type	Charge
Date	04/10/2025

Status	Approved
Auth Code	001568
AVS Result	Address: Match & 5 Digit Zip: Match
CVV Result	Match
Source	Section 7 Team Fee
<b>Total Amount</b>	<b>\$364.00</b>

IMC NAME \_\_\_\_\_  
DATE \_\_\_\_\_

REF# \_\_\_\_\_

FLOWING WELLS PUBLIC SCHOOLS  
PUPIL TRANSPORTATION REQUEST  
(Educational Field Trips, Athletics, Special Trips, Etc.)

School: FWHS Today's Date: 4/7/25

INSTRUCTIONS: This form is to be completed in triplicate and signed by the Requester and Principal. A Purchase Order must be issued by the Business Office BEFORE the request can be sent to the Transportation Office for vehicle assignment. The completed Pupil Transportation Request should be submitted at least 2 weeks prior to the date of any trip.

DATE TRANSPORTATION NEEDED: June 12 DATE RETURNING: June 14  
LOAD TIME: 8 (AM) (PM) DEPART TIME: 8:00  
RETURN LOAD TIME: 8 (AM) (PM) ARRIVAL BACK AT SCHOOL: 8:00  
NUMBER OF PUPILS: 12 NUMBER OF CHAPERONES: 4 GRADE LEVEL: HS

TYPE AND NUMBER OF VEHICLES REQUESTED:  
 2 MINI VAN (7 PASSENGER)  BUS (56/84 PASSENGER)  
 VAN (10 PASSENGER)  W/C BUS (2 w/c + 24 PASSENGER)

PLACE FOR PICKING UP STUDENTS AT THE SCHOOL (IF BUS IS REQUESTED): High School  
Tournament -> Basketball

DESTINATION #1: Arizona Athletic Grounds  
NAME ADDRESS

ADDITIONAL STOPS: (i.e. PARK, MEALS, ETC.) Meals, Hotel  
PURPOSE OF TRIP: Basketball tournament

PERSON MAKING REQUEST: [Signature] (APPROVAL) PRINCIPAL: [Signature] (APPROVAL) TRANSPORTATION DIRECTOR

PLEASE PRINT NAME AND PHONE #: Michael Parkers 5202032502

ACCOUNT NAME: \_\_\_\_\_ PO NUMBER: \_\_\_\_\_

DISTRICT USE ONLY:

MILEAGE CHARGE	<u>160 X 2 = 320 X 1.00</u>	\$ <u>320.00</u>
ESTIMATED DRIVER CHARGE		\$ <u>X 2</u>
ESTIMATED TOTAL CHARGES		\$ _____
ACCOUNT CHARGED		\$ <u>640.00</u>

FLOWING WELLS SCHOOL DISTRICT

OVERNIGHT/OUT OF STATE  
TRIP REQUEST FORM

This form is designed to provide the basis for Board consideration and should be submitted **AT LEAST 30 DAYS PRIOR TO THE PROPOSED DEPARTURE DATE or BEFORE ANY FUNDRAISING OR FEE COLLECTION IS DONE.** Additional information regarding this trip should be submitted to your building principal according to established procedures. A representative shall be present at the Board meeting where this matter is considered in order to answer questions and provide any subsequent information. Upon approval of the request, please submit a Pupil Transportation Request Form, if applicable.

SCHOOL: Flowing Wells High School DATE OF REQUEST: 3/13/2025

NAME OF GROUP: HOSA Hoodoo SPONSOR: Hayes, Ashley

PURPOSE OF TRIP: Integrating Arizona state standards, CTE Bioscience standards to study geology, ecology, environmental science, and STEM exploration in the real world.

# OF STUDENTS PARTICIPATING: 15 DESTINATION(S): California National Parks and California Universities

DEPARTURE DATE & TIME: 10/21/25 7:00am ESTIMATED TIME OF ARRIVAL: 10/21/25 9:00am

RETURN DEPARTURE DATE & TIME: 10/25/25 6:00am ESTIMATED TIME OF RETURN: 10/25/25 6:00pm

PRELIMINARY ROOM ASSIGNMENTS FOR STUDENTS, COACHES, AND CHAPERONES:  
(Attach a list if necessary)  
Girls will room with same sex  
Boys will room with same sex  
Teachers will room with their same sex

**Attach all trip protocols including dining & bed check, curfew times, and other pertinent supervisory procedures.**

TOTAL NUMBER OF SCHOOL EMPLOYEES SERVING AS CHAPERONE AND LIST THEIR NAMES:  
(Attach a list if necessary)

4: Ashley Hayes, Anna Verdiguél-Gillet, William Golden, Jessica Dietrich

NAMES OF NON-SCHOOL PEOPLE SERVING AS CHAPERONE:  
(Attach a list if necessary)

None

COST PAID BY EACH STUDENT: \$948.00-\$991.00 OTHER SOURCE: 1/2 covered by JTED

TRANSPORTATION: (please check)

District Bus       Private Vehicle  
 District Van       Other (explain) CTE Vans [2]  
 District Car

**PROCUREMENT COMPLIANCE:** Prior approval by the Director of Business and Finance is required for procurement compliance. Please attach itemized expenditure list by type and/or vendor including total cost and quotations obtained. Please note that expenditures over \$100,000 per vendor require a formal bid/RFP, which could take up to 2 months.

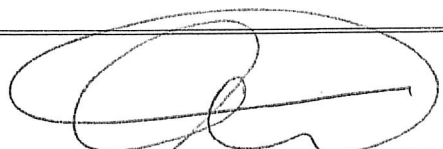

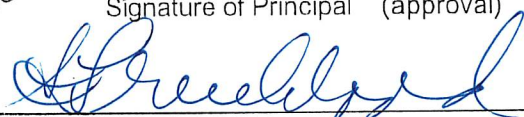
OVERNIGHT/OUT OF STATE TRIP REQUEST FORM – page 2

EMERGENCY CONTACTS:

(List telephone numbers & lodging locations, as well as cell phone numbers if available)

- |    |                              |                     |
|----|------------------------------|---------------------|
| 1. | <u>Ashley Hayes</u>          | <u>602-316-3650</u> |
| 2. | <u>Anna Verdiguél-Gillet</u> | <u>530-304-1101</u> |
| 3. | <u>William Golden</u>        | <u>520-370-1357</u> |

Attach trip itinerary to include departure times and schedule of events for each day of the activity. Be specific about lodging and the location of meals. It is recognized that some details of the itinerary may change and that those changes will be submitted in writing for approval prior to departure. **THE FINAL ITINERARY MUST BE STRICTLY ADHERED TO.**

	<u>4/8/2025</u>
Signature of Person Making Request	Date
	<u>4/10/25</u>
Signature of Principal (approval)	Date
	<u>4/11/2025</u>
Signature of Chief Financial Officer (approval)	Date

BOARD ACTION:

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Transportation Director

\_\_\_\_\_  
Date

## Overnight Field Trip Budget

<b>Purpose of Trip:</b>	HOSA Students will apply scientific concepts and state standards learned in class to real-world environments, strengthening their understanding of geology and sustainability.
<b>Dates:</b>	10/21/2025 to 10/25/2025
<b>Number of Students</b>	15
<b>Number of Adults</b>	4
<b>Cost per Person</b>	\$782.37
<b>Total Cost of Trip</b>	\$14,865

### List Vendors and Totals by Vendor

#	Vendor	Total	Procurement Type: Written, Bid or State/SAVE Contract	Copies Attached: Y or N
1	National Parks	Fees should be covered		
2	Hotels	\$4,800.00	Written	
3	Transportation	\$3,850.00	Written	
4	Meals	\$4,275.00	Written	
5	Activities	\$300.00-\$940.00	Written	
	Unexpected Emergency Funds	\$1,000.00	Written	
	<b>Total</b>	\$14,225.00-\$14,865.00		

### Funding Source:

#	Fund	Amount
1	Student Activities	\$7,112.50-\$7,432.50
2	JTED	\$7,112.50-\$7,432.50
3		
	<b>Total</b>	\$14,225.00-\$14,865.00

### Procurement Requirements:

- \$10,000 - \$100,000 cumulative total (all district expenditures) to a vendor requires three written quotes.
- \$100,000 & above requires formal Bids/RFPs (Contact the Business Office).
- Sole Source determinations must be approved by the Business Office.
- State/SAVE Contracts requires due diligence - contact Business Office.
- Business Office will assist with the budget and procurement.

### Approval Process:

- 1 - School Administration Approval
- 2 - Business Office Procurement Approval
- 3 - Board Approval
- 4 - Complete required purchase orders prior to securing reservations

**Hoodoo HOSA 2025**  
10/21/2025 to 10/25/2025

**1. Transportation Costs (Van Rental)**

- 3 rental vans: \$150 per van per day × 5 days = \$2,250
- Fuel costs: Estimated \$1,600

**Total for vans & fuel: \$3,850**

---

**2. Lodging Costs (4 Nights, Updated)**

- 4 rooms per night for students (4 students per room)
- 2 rooms per night for chaperones (2 per room)

**Total: 6 rooms × \$200 per night × 4 nights = \$4,800**

---

**3. Meal Costs (5 Days)**

- Breakfasts: \$10 per person × 19 people × 5 days = \$950
- Lunches: \$15 per person × 19 people × 5 days = \$1,425
- Dinners: \$20 per person × 19 people × 5 days = \$1,900

**Total for meals: \$4,275**

---

**4. Activity Fees (Las Vegas & UCLA)**

- Las Vegas Activity (e.g., Stratosphere, Observation Wheel): \$20 per student = \$300
- UCLA Tour: Free

**Total: \$300**

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**5. Miscellaneous Costs**

- Emergency fund: \$1000

**Total: \$1,000**

## Updated Total Estimated Cost

Category	Estimated Cost
Transportation	\$3,850
Lodging	\$4,800
Meals	\$4,275
Activities	\$300
Miscellaneous	\$1,000
Total	\$14,225

$\$14,225 \div 15 = \$948$  per student

### Quote WITH fees to parks

#### 1. Transportation Costs (Van Rental)

- 3 rental vans: \$150 per van per day  $\times$  5 days = \$2,250
- Fuel costs: Estimated \$1,600

Total for vans & fuel: \$3,850

---

#### 2. Lodging Costs (4 Nights, Updated)

- 4 rooms per night for students (4 students per room)
- 2 rooms per night for chaperones (2 per room)

Total: 6 rooms  $\times$  \$200 per night  $\times$  4 nights = \$4,800

---

#### 3. Meal Costs (5 Days)

- Breakfasts: \$10 per person  $\times$  19 people  $\times$  5 days = \$950
- Lunches: \$15 per person  $\times$  19 people  $\times$  5 days = \$1,425
- Dinners: \$20 per person  $\times$  19 people  $\times$  5 days = \$1,900

Total for meals: \$4,275

---

#### 4. Park Entrance & Activity Fees

- Death Valley NP: \$30 per vehicle × 3 vans = \$90
- Yosemite NP: \$25 per person × 19 people = \$475
- Joshua Tree NP: \$25 per vehicle × 3 vans = \$75
- Las Vegas Activity: \$20 per student = \$300
- UCLA Tour = Free

**Total: \$940**

---

### 5. Miscellaneous Costs

Emergency fund: \$1000

**Total: \$1,000**

### Updated Total Estimated Cost

Category	Estimated Cost
Transportation	\$3,850
Lodging	\$4,800
Meals	\$4,275
Park & Activity Fees	\$940
Miscellaneous	\$1,000
<b>Total</b>	<b>\$14,865</b>

**\$14,865 ÷ 15 = \$991 per student**

### Hoodoo Itinerary: 10/21-10/25

Day	Time	Location	Activity	Description
Tuesday (10/21)	7:00 AM	Depart FW	Opening Reflections Prep ?s for professors	Intro to Student binders Outfit: Ski Jacket Beanie Gloves Thick Tights Fat Jeans Uggs School Shirt Tank top under
Temp	9:00 AM	Phoenix	GCU: HOSA Chapter Bookstore!!	Advisors Read ?s
	12:00 PM	Wikieup	Potty Break/Lunch	
	2:30 PM	Hoover Dam	Hoover Dam Tour	Electricity and Environmental Impact
			Snack time!	
	4:30 PM	Leave for Las Vegas	Hotel Stay	Hotel Check In
	6:00 am	Las Vegas	Breakfast	
Wed. (10/22)	7:00 AM	UNLV: HOSA	Tour UNLV	UNLV Tour
	9:00 AM		Gift Shop	
	11:00 AM	Pahrump	Potty Break	Buy Lunch
	12:00 PM	Devil's Hole/LUNCH	View Endangered Fish	Endangered Species
	1:00-3:00 PM	Death Valley National Park	Furnace Creek Visitor Center	Experience self guided tour of Death Valley
	6:00 PM	Aaron Schat's Roadhouse	Food	Dinner
	8:00 PM	Best Western Bishop	Sleep	Hotel
	9:00 PM		Student reflections	
	9:30 PM		Advisor meeting	
	10:00 PM		Curfew - all lights out!	
Thur. (10/23)	6:00 AM	Breakfast at hotel	Student Questions	Student Binders
	8:00 AM	Safeway/Vons	Buy Sack Lunch	Sack Lunch
Temp	8:30 AM	Head to Yosemite		
	10:30 AM	Walker, CA	Potty Stop	Break
	12:30 PM		Lunch	

	1:30 PM	Yosemite	Yosemite Parking	
	2:30 PM	Yosemite	Hiking	
	7:00 PM		Dinner	Ashley check in
	8:00 PM	Fresno,CA	Hotel	Sleeping
	8:30 PM		Student reflections	
	9:00 PM		Advisor meeting	
	10:00 PM		Curfew - all lights out!	
Friday (10/24)	7:00 AM		Breakfast	
Temp	9:00 AM	Pismo Beach	Tidepools	Shell Beach
	12:00 PM	Lunch		
	1:00 PM			
	6:00 PM			
	7:00 PM			
	8:00 PM	Palm Springs	Hotel	Sleeping
	8:30 PM		Student reflections	
	9:00 PM		Advisor meeting	
	10:00 PM		Curfew - all lights out!	
Saturday (10/25)	6:00 AM	Breakfast	Hotel	
Temp		Depart to Joshua Tree National Park		
	7:00 AM			
	11:00 AM		Lunch	
	12:00 PM	Depart for FWHS	Heading Home	
	2:00 PM	Potty Stop		
	5:00 PM	Home		

FLOWING WELLS SCHOOL DISTRICT  
Board Agenda Item

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E-7 April 22, 2025

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Agenda Item Number Board Meeting Date

Item: Approval of Requests for Staff Travel

Submitted By: Teresa Austin/Stacy Trueblood Date: April 14, 2025

Will Be Presented By: Dr. Kevin Stoltzfus/Stacy Trueblood

---

Staff travel requests are submitted for approval.

---

Estimated Cost \$ \_\_\_\_\_  See Additional Information Attached

Recommended Action:

Approve       Disapprove       Table       No Action Required

Division Head: *Stacy Trueblood* Superintendent: *Kevin Stoltzfus*

Board Action: M: \_\_\_\_\_ S: \_\_\_\_\_ A: \_\_\_\_\_ N: \_\_\_\_\_ C: \_\_\_\_\_



FLOWING WELLS SCHOOL DISTRICT  
Board Agenda Item

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E-8	April 22, 2025
Agenda Item Number	Board Meeting Date

Item: Approval of District Personnel Actions

Submitted By: Stacie Stuart/KaraLynn Miller Date: April 14, 2025

Will Be Presented By: Dr. Kevin Stoltzfus/Dr. Tabettha Finchum

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District Personnel Actions may include new hires, resignations, terminations, leaves of absence, substitutes, retirements, rehire of designated staff, contract extensions/adjustments, contract language for employment, additional duties, special activities compensation, addendums, performance/merit pay, stipends, termination pay, professional development workshops, athletic compensation, career and technical compensation are submitted for your approval.

---

Estimated Cost \$ \_\_\_\_\_  See Additional Information Attached

Recommended Action:

Approve       Disapprove       Table       No Action Required

Division Head:  Superintendent: 

Board Action: M: \_\_\_\_\_ S: \_\_\_\_\_ A: \_\_\_\_\_ N: \_\_\_\_\_ C: \_\_\_\_\_

Flowing Wells School District  
 Personnel Action Summary  
**Certified Staff**  
 April 22, 2025

Name	Location	Action to Approve	Pay	FTE/ hrs	Contract Days	Effective Date	Additional Comments
Abeytia, Jule	Davis	Family Dance	\$25.00/hr	NTE 2.5 hrs	N/A	4/25/2025	
Aguirre, Shalina	Davis	Family Dance	\$25.00/hr	NTE 2.5 hrs	N/A	4/25/2025	
Anderson, Paige	Davis	Class Coverage	\$75.00/day	1 day	N/A	4/7/2025	Divide class between 2 teachers
Anderson, Paige	Davis	Family Dance	\$25.00/hr	NTE 2.5 hrs	N/A	4/25/2025	
Antista, Tracey	Richardson	Rescind Resignation PAR	N/A	N/A	N/A	4/7/2025	
Antista, Tracey	Douglas	Transfer from Special Education Resource Teacher at Richardson to Special Education Resource Teacher at Douglas	Contract Rate	1.0 FTE	209	2025-2026	
Ascencio, Eva	Centennial	Family Engagement Night	\$25.00/hr	NTE 3.0 hrs	N/A	4/17/2025	
August, Stuart	FWJH	Science Trip Coordinator - Whales Assistant	\$438.00	N/A	N/A	2024-2025	Split with other teachers
Bley, Katrina	Douglas	Class Coverage - Loss of Planning Time	\$25.00/hr	10 hrs	N/A	4/11/2025	
Borst, Sheila	Richardson	Grant Funded Tutoring - Certified Instruction with Students	\$25.00/hr	NTE 4.5 hrs/day	N/A	6/2/2025 - 6/26/2025	Summer SKILLS
Bostic, Tracy	Centennial	Family Engagement Night	\$25.00/hr	NTE 3.0 hrs	N/A	4/17/2025	
Brenton, Caitlin	FWJH	Science Trip Coordinator - Lead	\$1,020.00	N/A	N/A	2024-2025	Split with other teachers
Brown, Derek	Richardson	Grant Funded Tutoring - Certified Instruction with Students	\$25.00/hr	NTE 4.5 hrs/day	N/A	6/2/2025 - 6/26/2025	Summer SKILLS
Burns, Alexis	Davis	Family Dance	\$25.00/hr	NTE 2.5 hrs	N/A	4/25/2025	
Camacho, Maria Beatrice	Douglas	Resign - Reading Teacher	N/A	N/A	N/A	5/23/2025	
Caramella, Jessica	EMELC	Family Event	\$25.00/hr	NTE 2.0 hrs	N/A	4/10/2025	
Cass, Ashley	Richardson	Class Coverage	\$25.00/hr	1.0 hrs	N/A	4/4/2025	
Collinsworth, Benjamin	EMELC	Family Event	\$25.00/hr	NTE 2.0 hrs	N/A	4/10/2025	
Cooper, Carolyn	FWJH	Science Trip Coordinator - Oceans Assistant	\$438.00	N/A	N/A	2024-2025	Split with other teachers
Dalton, Emily	Davis	Family Dance	\$25.00/hr	NTE 2.5 hrs	N/A	4/25/2025	
Dauenhauer, Lindsay	Centennial	Family Engagement Night	\$25.00/hr	NTE 3.0 hrs	N/A	4/17/2025	
Dauenhauer, Lindsay	Centennial	Grant Funded Program Supervision	\$27.50/hr	NTE 4.5 hrs/day	N/A	6/2/2025 - 6/26/2025	Summer SKILLS
Davis, Alexandra	Centennial	Class Coverage	\$150.00/day	1 day	N/A	2/7/2025	Full Class Covered
Derrig, Denise	Richardson	Grant Funded Program Supervision	\$27.50/hr	NTE 4.5 hrs/day	N/A	6/2/2025 - 6/26/2025	Summer SKILLS
Diaz, Jaime	FWJH	Science Trip Coordinator - Lead	\$1,020.00	N/A	N/A	2024-2025	Split with other teachers
Epstein, Gregory	FWHS	Resign - Math Teacher	N/A	N/A	N/A	5/23/2025	
Fanella, Carly	Richardson	Grant Funded Tutoring - Certified Instruction with Students	\$25.00/hr	NTE 4.5 hrs/day	N/A	6/2/2025 - 6/26/2025	Summer SKILLS
Frey, Amber	Centennial	Family Engagement Night	\$25.00/hr	NTE 3.0 hrs	N/A	4/17/2025	
Gallego, Charly	Richardson	Grant Funded Tutoring - Certified Instruction with Students	\$25.00/hr	NTE 4.5 hrs/day	N/A	6/2/2025 - 6/26/2025	Summer SKILLS
Grace, Kristyn	Davis	Family Dance	\$25.00/hr	NTE 2.5 hrs	N/A	4/25/2025	
Graf, Marcy	Davis	Class Coverage	\$25.00/hr	1.0 hrs	N/A	3/28/2025	
Graf, Marcy	Davis	Family Dance	\$25.00/hr	NTE 2.5 hrs	N/A	4/25/2025	
Groom, Jasmin	Centennial	Family Engagement Night	\$25.00/hr	NTE 3.0 hrs	N/A	4/17/2025	
Higgs, Trinity	FWJH	Science Trip Coordinator - Lead	\$1,020.00	N/A	N/A	2024-2025	Split with other teachers
Jankowski-Gallo, Jessica	EMELC	Family Event	\$25.00/hr	NTE 2.0 hrs	N/A	4/10/2025	
Jatczak, Samantha	Davis	Transfer from Permanent Substitute to 2nd Grade Teacher	Contract Rate	1.0 FTE	213	2025-2026	
Jones, Kristin	Richardson	Grant Funded Program Supervision	\$27.50/hr	NTE 4.5 hrs/day	N/A	6/2/2025 - 6/26/2025	Summer SKILLS
Kiecolt, Tyler	Davis	Family Dance	\$25.00/hr	NTE 2.5 hrs	N/A	4/25/2025	
Lehman, Megan	Centennial	Grant Funded Program Supervision	\$27.50/hr	NTE 4.5 hrs/day	N/A	6/2/2025 - 6/26/2025	Summer SKILLS
Logsdon, Rachel	Davis	Family Dance	\$25.00/hr	NTE 2.5 hrs	N/A	4/25/2025	
Lovio, Jesus	Davis	Family Dance	\$25.00/hr	NTE 2.5 hrs	N/A	4/25/2025	
Mac Means, Andrea	Centennial	Family Engagement Night	\$25.00/hr	NTE 3.0 hrs	N/A	4/17/2025	
Martin, Keith	Davis	Family Dance	\$25.00/hr	NTE 2.5 hrs	N/A	4/25/2025	
Mendola, Tiffany	Centennial	Family Engagement Night	\$25.00/hr	NTE 3.0 hrs	N/A	4/17/2025	
Mitchell, MacKenzie	Centennial	Family Engagement Night	\$25.00/hr	NTE 3.0 hrs	N/A	4/17/2025	
Navarro, Karla	Centennial	Class Coverage	\$25.00/hr	2.0 hrs	N/A	3/28/2025	

Flowing Wells School District

Personnel Action Summary

**Certified Staff**

April 22, 2025

Navarro, Karla	Centennial	Family Engagement Night	\$25.00/hr	NTE 3.0 hrs	N/A	4/17/2025	
Olander, Jessica	Centennial	Family Engagement Night	\$25.00/hr	NTE 3.0 hrs	N/A	4/17/2025	
Persson, Emma	Davis	Class Coverage	\$25.00/hr	2.0 hrs	N/A	4/2/2025	
Peterson, Jennifer	EMELC	Family Event	\$25.00/hr	NTE 2.0 hrs	N/A	4/10/2025	
Pieroway, Karl	SPHS	Resign - Math Teacher	N/A	N/A	N/A	5/23/2025	
Quinn, Kelli	Centennial	Parent Involvement Math Night	\$25.00/hr	NTE 2.0 hrs	N/A	3/27/2025	
Quinn, Kelli	Centennial	Family Engagement Night	\$25.00/hr	NTE 3.0 hrs	N/A	4/17/2025	
Rehbein, Amanda	Davis	Class Coverage	\$25.00/hr	1.0 hrs	N/A	3/28/2025	
Roberts, Jessica	Davis	Class Coverage	\$75.00/day	1 day	N/A	4/7/2025	Divide class between 2 teachers
Russell, Jennifer	EMELC	Family Event	\$25.00/hr	NTE 2.0 hrs	N/A	4/10/2025	
Scarborough, Kiersten	Centennial	Grant Funded Tutoring - Certified Instruction with Students	\$25.00/hr	NTE 4.5 hrs/day	N/A	6/2/2025 - 6/26/2025	Summer SKILLS
Sharkey, Susan	EMELC	Family Event	\$25.00/hr	NTE 2.0 hrs	N/A	4/10/2025	
Shepard, Crystal	FWJH	Transfer from 6th Grade Teacher at Hendricks to Special Education Intensive Resource Teacher at JH	Contract Rate	1.0 FTE	N/A	2025-2026	
Shepard, Crystal	FWJH	Additional Compensation	\$3,000.00	N/A	N/A	2025-2026	IR-1: Intensive Resource
Sisson, Alyssa	EMELC	Family Event	\$25.00/hr	NTE 2.0 hrs	N/A	4/10/2025	
Stephens, Lydia	Centennial	Family Engagement Night	\$25.00/hr	NTE 3.0 hrs	N/A	4/17/2025	
Steward, Michael	Centennial	Class Coverage	\$75.00/day	0.5 day	N/A	3/4/2025	Provided full day coverage on 3/4/25;remaining 1/2 day compensation listed on 3/25/2025 personnel actions
Straub, Victor	FWHS	Resign - Dance Teacher	N/A	N/A	N/A	4/7/2025	
Trausch, Matthew	FWJH	Science Trip Coordinator - Lead	\$1,020.00	N/A	N/A	2024-2025	Split with other teachers
Trausch, Matthew	FWJH	Science Trip Coordinator - Whales Assistant	\$438.00	N/A	N/A	2024-2025	Split with other teachers
Urdahl, Kenneth	Centennial	Class Coverage	\$25.00/hr	2.0 hrs	N/A	3/28/2025	
Valencia, Shelley	Centennial	Family Engagement Night	\$25.00/hr	NTE 3.0 hrs	N/A	4/17/2025	
Wook, Kristin	Centennial	Family Engagement Night	\$25.00/hr	NTE 3.0 hrs	N/A	4/17/2025	

LEGEND:

Pay: Total compensation minus Performance Pay

The Additional Comments section detail additional compensation.

NTE: Not To Exceed

BOY: Balance of Year

FTE: Full Time Equivalent

YOE: Years of Experience (\$350.00 per year for certified/professional; \$0.20 per hour for classified)

(P): Prorated due to date of hire and/or less than 1.0 FTE

CEIP: College Credit by Exam Incentive Program

Flowing Wells School District  
Personnel Action Summary

**Support Staff**

April 22, 2025

Name	Location	Action to Approve	Pay	FTE/ hrs	Contract Days	Effective Date	Additional Comments
Abeytia, Callista	EMELC	Family Event	\$17.00/hr	NTE 2.0 hrs	N/A	4/10/2025	
Bailey, Jessica	EMELC	Family Event	\$17.00/hr	NTE 2.0 hrs	N/A	4/10/2025	
Boeck, Jessica	Laguna	Class Coverage	\$12.50/hr added to the hourly rate	1.25 hrs	N/A	4/3/2025	
Bond, Francisca	Business Office	Bilingual Stipend	\$250.00	N/A	N/A	2024-2025	Split with Esteban Jimenez
Bratka, Twila	Hendricks	Class Coverage	\$12.50/hr added to the hourly rate	7.0 hrs	N/A	4/3/2025	
Bravin, Dylan	FWJH	Class Coverage	\$12.50/hr added to the hourly rate	1.17 hrs	N/A	4/4/2025	
Bravin, Dylan	FWJH	Class Coverage	\$12.50/hr added to the hourly rate	1.17 hrs	N/A	4/7/2025	
Clark, Phyllis	FWJH	Additional Hours - Coordinating and Sponsoring Senators Trip	Hrly Rate	As Needed	N/A	01/17/2025 - 01/25/2025	
DeBlasi, Samantha	Laguna	Class Coverage	\$12.50/hr added to the hourly rate	.45 hrs	N/A	4/3/2025	
Delgado, Tiffany	Richardson	Grant Funded Tutoring - Classified Instruction with Students	\$17.00/hr	NTE 4.5 hrs/day	N/A	6/2/2025 - 6/26/2025	Summer SKILLS
Dorame, Mariana	FWHS	Resign - Administrative Assistant to Guidance Services	N/A	N/A	N/A	5/29/2025	
Dorame, Mariana	FWHS	Bilingual Stipend	\$500.00	N/A	N/A	2024-2025	
Eichinger, Linda	Centennial	Retire - Instructional Media Center (IMC) Coordinator / Instructional Assistant	N/A	N/A	N/A	6/5/2025	
Escalante, Jackeline	SPHS	Class Coverage	\$12.50/hr added to the hourly rate	6.0 hrs	N/A	4/11/2025	
Farrand, Catherine	EMELC	Additional Hours - Family Event	\$17.00/hr	NTE 2.0 hrs	N/A	4/10/2025	
Fernandez, Mary	Davis	Additional Hours - Family Dance	\$17.00/hr	NTE 2.5 hrs	N/A	4/25/2025	
Flores, Melissa	EMELC	Family Event	\$17.00/hr	NTE 2.0 hrs	N/A	4/10/2025	
Fusci, Christina	Transportation	Resign - School Bus Driver	N/A	N/A	N/A	4/24/2025	63
Gilmore, April	FWJH	Class Coverage	\$12.50/hr added to the hourly rate	3.0 hrs	N/A	4/7/2025	
Godwin, Tiffany	Hendricks	Class Coverage	\$12.50/hr added to the hourly rate	7.0 hrs	N/A	4/7/2025	
Godwin, Tiffany	FWJH	JH Season 4 Volunteer	Hrly Rate	NTE 15 hrs/week	N/A	3/24/2025 - 4/10/2025	
Gonzales, Ramon	Maintenance	Transfer from Custodial Manager - Elementary School to Grounds Foreman	\$20.59/hr	8.0 hrs/day	261 (P)	5/27/2025	Pay differential increase \$3.01/hr
Gonzales, Ramon	Maintenance	Additional Compensation	\$200.00 (P)	N/A	N/A	2024-2025	SA-2: Shoe Allowance
Gonzalez, Stephanie	EMELC	Bilingual Stipend	\$500.00 (P)	N/A	N/A	11/18/2024- 05/23/2025	
Gonzalez-Coronado, Naidelyn	EMELC	Additional Hours - Family Event	\$17.00/hr	NTE 2.0 hrs	N/A	4/10/2025	
Guerrero, Genesis	EMELC	Bilingual Stipend	\$500.00	N/A	N/A	2024-2025	
Hernandez, Eva	Laguna	Grant Funded Tutoring - Classified Instruction with Students	\$17.00/hr	NTE 4.5 hrs/day	N/A	06/02/2025 - 06/25/2025	
Jimenez, Elisa	EMELC	Additional Hours - Family Event	\$17.00/hr	NTE 2.0 hrs	N/A	4/10/2025	
Jimenez, Esteban	Business Office	Bilingual Stipend	\$250.00	N/A	N/A	2024-2025	Split with Fransisca Bond
Jones, Kristin	Richardson	Class Coverage	\$12.50/hr added to the hourly rate	1.0 hrs	N/A	4/4/2025	
Jones, Kristin	Richardson	Class Coverage	\$12.50/hr added to the hourly rate	1.0 hrs	N/A	4/4/2025	
Joyner, Holli	FWHS	Class Coverage	\$12.50/hr added to the hourly rate	1.0 hrs	N/A	4/4/2025	
Kishbaugh, Rosalva	EMELC	Additional Hours - Family Event	\$17.00/hr	NTE 2.0 hrs	N/A	4/10/2025	
Koch, Sherry	FWHS	Class Coverage	\$12.50/hr added to the hourly rate	1.0 hrs	N/A	4/4/2025	
Lopez-Moreno, Kattie	Davis	Additional Hours - Family Dance	\$17.00/hr	NTE 2.5 hrs	N/A	4/25/2025	
Lopez-Moreno, Kattie	Davis	Resign - Health Office Assistant	N/A	N/A	N/A	5/28/2025	
Lovio, Deborah	Richardson	Grant Funded Tutoring - Classified Instruction with Students	\$17.00/hr	NTE 4.5 hrs/day	N/A	6/2/2025 - 6/26/2025	Summer SKILLS
Lugo Araujo, Rocio	Laguna	Grant Funded Tutoring - Classified Instruction with Students	\$17.00/hr	NTE 4.5 hrs/day	N/A	06/02/2025 - 06/25/2025	
Maker, Amber	FWHS	Class Coverage	\$12.50/hr added to the hourly rate	2.0 hrs	N/A	4/3/2025	
McAuley, Isaiah	FWJH	Class Coverage	\$12.50/hr added to the hourly rate	0.83 hrs	N/A	4/11/2025	
Miranda, Natalia	Davis	Class Coverage	\$12.50/hr added to the hourly rate	2.0 hrs	N/A	3/26/2025	
Miranda, Natalia	Davis	Class Coverage	\$12.50/hr added to the hourly rate	2.0 hrs	N/A	3/31/2025	
Miranda, Natalia	Davis	Additional Hours - Family Dance	\$17.00/hr	NTE 2.5 hrs	N/A	4/25/2025	

Flowing Wells School District  
Personnel Action Summary

**Support Staff**

April 22, 2025

Montano, Leticia	FWHS	Class Coverage	\$12.50/hr added to the hourly rate	1.0 hrs	N/A	4/4/2025	
Morain, Mary	EMELC	Family Event	\$17.00/hr	NTE 2.0 hrs	N/A	4/10/2025	
Mostella, Destiny	EMELC	Additional Hours - Family Event	\$17.00/hr	NTE 2.0 hrs	N/A	4/10/2025	
Palacios-Cadena, Miriam	Davis	Additional Hours - Family Dance	\$17.00/hr	NTE 2.5 hrs	N/A	4/25/2025	
Parra, Christina	EMELC	Family Event	\$17.00/hr	NTE 2.0 hrs	N/A	4/10/2025	
Parra, Graecina	FWHS	Unpaid Leave	N/A	8.0 hrs	N/A	4/28/2025	
Pettijohn, Kayla	EMELC	Additional Hours - Family Event	\$17.00/hr	NTE 2.0 hrs	N/A	4/10/2025	
Rivera, Luis	Transportation	New Hire - Substitute School Bus Driver	\$18.47/hr	As Needed	N/A	4/10/2025	
Stewart, Sabrina	Richardson	Grant Funded Tutoring - Classified Instruction with Students	\$17.00/hr	NTE 4.5 hrs/day	N/A	6/2/2025 - 6/26/2025	Summer SKILLS
Trudeau, Alexandra	Laguna	Grant Funded Tutoring - Classified Instruction with Students	\$17.00/hr	NTE 4.5 hrs/day	N/A	06/02/2025 - 06/25/2025	
Valles, Nadine	Laguna	Class Coverage	\$12.50/hr added to the hourly rate	0.45 hrs	N/A	4/3/2025	
Vaughn, Luke	Maintenance	Additional Hours - HVAC Overtime	Hrly Rate	NTE 10 hrs/week	N/A	3/31/2025 - 4/4/2025	
Vaughn, Luke	Maintenance	Additional Hours - HVAC Overtime	Hrly Rate	NTE 10 hrs/week	N/A	4/7/2025 - 4/11/2025	
Velderrain, Freedom	Richardson	Grant Funded Tutoring - Classified Instruction with Students	\$17.00/hr	NTE 4.5 hrs/day	N/A	6/2/2025 - 6/26/2025	Summer SKILLS
Warner, Amelia	FWJH	Class Coverage	\$12.50/hr added to the hourly rate	2.0 hrs	N/A	4/7/2025	

LEGEND:

Pay: Total compensation minus Performance Pay

The Additional Comments section detail additional compensation.

NTE: Not To Exceed

BOY: Balance of Year

FTE: Full Time Equivalent

YOE: Years of Experience (\$350.00 per year for certified/professional; \$0.20 per hour for classified)

(P): Prorated due to date of hire and/or less than 1.0 FTE

CEIP: College Credit by Exam Incentive Program











FLOWING WELLS SCHOOL DISTRICT  
Board Agenda Item

F-1  
Agenda Item Number

April 22, 2025  
Board Meeting Date

Item: Discussion of We Bee Scientists Program, a Partnership with the Arizona Sonora Desert Museum

Submitted By: Dr. Kevin Stoltzfus/Dr. Audrey Reff Date: April 16, 2025

Will Be Presented By: Dr. Kevin Stoltzfus/Dr. Audrey Reff

District administration presents for review and discussion an overview of the We Bee Scientists Program and outcomes. The We Bee Scientists Program was developed in partnership with the Arizona Sonora Desert Museum (ASDM) and resulted in comprehensive teacher-designed elementary science units for kindergarten through fifth grade, with each unit part of the corresponding grade-level curriculum that was adopted in 2024 by the Flowing Wells Governing Board. The curriculum planning team consisted of Flowing Wells teachers, FW District Science Specialist Anna Heyer, and ASDM education staff. The team recently completed the final component of the program with its publication of *Beatriz the Builder Bee*.

Estimated Cost \$ \_\_\_\_\_  See Additional Information Attached

Recommended Action:

Approve       Disapprove       Table       No Action Required

Division Head:  Superintendent: 

Board Action: M: \_\_\_\_\_ S: \_\_\_\_\_ 70 A: \_\_\_\_\_ N: \_\_\_\_\_ C: \_\_\_\_\_

FLOWING WELLS SCHOOL DISTRICT  
Board Agenda Item

F-2  
Agenda Item Number

April 22, 2025  
Board Meeting Date

Item: Recommend Approval to Table FWJH Beginning STEAM Curriculum

Submitted By: Dr. Kevin Stoltzfus/Dr. Audrey Reff Date: April 16, 2025

Will Be Presented By: Dr. Kevin Stoltzfus/Dr. Audrey Reff

District administration recommends approval to table the curriculum for the new Science Technology Engineering Arts and Math (STEAM) FWJH course to allow for public review and comment prior. The curriculum was developed by District Science Specialist Anna Heyer and future FWJH STEAM Teacher Jessica Whatton, with each unit designed to build on students' foundational skill development through an integrated approach that leverages and engages student curiosity and creativity in the context of science, technology, engineering, art, and mathematics.

Estimated Cost \$ \_\_\_\_\_  See Additional Information Attached

Recommended Action:

Approve       Disapprove       Table       No Action Required

Division Head: *A. Reff* Superintendent: *Kevin Stoltzfus*

Board Action: M: \_\_\_\_\_ S: \_\_\_\_\_ A: \_\_\_\_\_ N: \_\_\_\_\_ C: \_\_\_\_\_

**FLOWING WELLS SCHOOL DISTRICT**  
**District Administration Center**

**MEMORANDUM**

**TO:** Governing Board Members  
Dr. Kevin Stoltzfus, Superintendent

**FROM:** Dr. Audrey Reff, Associate Superintendent

**RE:** Junior High STEAM Curriculum – Request to Table

**DATE:** April 22, 2025

District administration recommends approval to table the curriculum for the new Science Technology Engineering Arts and Math (STEAM) FWJH course to allow for public review and comment prior.

The junior high STEAM curriculum extends from the previously approved course proposal and is designed to build on students' foundational skill development from the elementary STEAM curriculum. Using an integrated approach that leverages and engages student curiosity and creativity in the context of science, technology, engineering, art, and mathematics, the enacted curriculum will engage students in the engineering design process to collaborate, think critically, and ultimately problem solve real world challenges. The curriculum is structured into three units:

- **Unit A (Full Semester: Computer Science Discoveries):**  
This unit focuses on digital citizenship, fundamental computer skills, and web design. Students will define a problem and design an app to address that issue, fostering problem-solving and creative thinking. They will also learn how to code and build a webpage.
- **Unit B (Quarter Long: LEGO Prime Life Hacks and Accessibility Project):**  
This unit utilizes the LEGO Prime Life Hacks module and includes an accessibility project designed to address real-world challenges faced by students in the school's intensive resource program. It emphasizes empathy, human-centered design, and engineering a LEGO device to improve accessibility.
- **Unit C (Quarter Long: LEGO Prime Kick Start a Business and Marketing Campaign):**  
This unit integrates the LEGO Prime "Kick Start a Business" module with a marketing campaign for a local sandwich shop or another community business. The LEGO unit is conducted over nine consecutive days, followed by activities covering the full marketing process, including research, surveys, logo design, media planning, a LEGO interactive marketing tool, and presentations to key stakeholders. Canva, Figam, Microsoft apps, and other Google Suite tools will be utilized throughout.

The curriculum was developed by District Science Specialist Anna Heyer and future FWJH STEAM Teacher Jessica Whatton and was grounded in our STEAM program values and vision around celebrating curiosity and creativity and empowering all students to make meaningful contributions in the STEAM classroom by fueling opportunities to think flexibly and creatively and persevere in their work.

Ms. Heyer and I will be available to provide additional information and answer questions during the regularly scheduled Governing Board Meeting. Thank you for your consideration.

FLOWING WELLS SCHOOL DISTRICT  
Board Agenda Item

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F-3	April 22, 2025
Agenda Item Number	Board Meeting Date

Item: Recommend Approval of Revision to 2025-2026 District Calendar

Submitted By: Dr. Kevin Stoltzfus Date: April 16, 2025

Will Be Presented By: Dr. Kevin Stoltzfus

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District administration recommends approval of a minor revision to the District calendar for the 2025-2026 year. The current calendar mistakenly identifies Friday July 25, 2025, as a day that District offices will be closed. However, this date actually should mark the return to the regular work week schedule (rather than the summer schedule of four ten-hour days), meaning that Friday July 25 should be a regular work day and District offices should be open. The attached draft calendar reflects this revision.

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Estimated Cost \$ \_\_\_\_\_  See Additional Information Attached

Recommended Action:

Approve       Disapprove       Table       No Action Required

Division Head: \_\_\_\_\_ Superintendent: Kevin Stoltzfus

Board Action: M: \_\_\_\_\_ S: \_\_\_\_\_ A: \_\_\_\_\_ N: \_\_\_\_\_ C: \_\_\_\_\_

# Flowing Wells School District

## 2025-2026 School Year Calendar

<p><b>July</b></p> <ul style="list-style-type: none"> <li>4 Independence Day District Offices Closed (7/4, 11, 18)</li> <li>21 New Teachers Report</li> <li>28 All Teachers Report</li> <li>31 Classes Begin</li> </ul> <p>School Days: 1</p>	<p><b>July 2025</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	Th	F	S			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			<p><b>August 2025</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td>1</td><td>2</td></tr> <tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr> <tr><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr> <tr><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr> <tr><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr> <tr><td>31</td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	Th	F	S						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							<p><b>August</b></p> <ul style="list-style-type: none"> <li>22 Student Records Day All Students – No School</li> </ul> <p>School Days: 20</p>
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FLOWING WELLS SCHOOL DISTRICT  
Board Agenda Item

F-4  
Agenda Item Number

April 22, 2025  
Board Meeting Date

Item: Recommend Approval of Revisions to Position Description

Submitted By: Dr. Kevin Stoltzfus/Dr. Tabettha Finchum Date: April 16, 2025

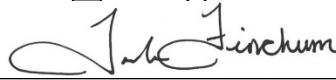
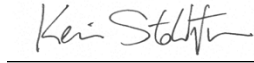
Will Be Presented By: Dr. Kevin Stoltzfus/Dr. Tabettha Finchum

District administration recommends approval of revision to the position description for Accounting Services Manager to reflect that a degree in accounting or the equivalent is preferred rather than required.

Estimated Cost \$ \_\_\_\_\_  See Additional Information Attached

Recommended Action:

Approve       Disapprove       Table       No Action Required

Division Head:  Superintendent: 

Board Action: M: \_\_\_\_\_ S: \_\_\_\_\_ A: \_\_\_\_\_ N: \_\_\_\_\_ C: \_\_\_\_\_



## FLOWING WELLS SCHOOL DISTRICT JOB DESCRIPTION

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<b>JOB TITLE:</b>	<b>ACCOUNTING SERVICES MANAGER</b>
<b>DEPARTMENT:</b>	Business
<b>REPORTS TO:</b>	Chief Financial Officer
<b>FLSA STATUS/CLASSIFICATION:</b>	Exempt
<b>SUPERVISORY DUTIES:</b>	None
<b>APPROVED ON:</b>	<del>03/11/2025</del> 4/22/2025

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### **SUMMARY:**

Keeps accurate financial records of revenues and expenditures for all facets of finance in the Flowing Wells School District, in conformance with the Uniform System of Financial Records.

### **ESSENTIAL DUTIES & RESPONSIBILITIES:**

- Supervises District and student activity/auxiliary bookkeeping operations and oversees accounting staff.
- Oversees the daily operation and maintenance of the financial software system and bookstore point of sale systems.
- Trains and assists in the implementation of and support for financial software system.
- Reconciles each expense and revenue code on the trial balance from the county school superintendent's office with District records monthly.
- Prepares and processes District journal entries, including fieldtrip expense transfers, voided district warrants, and miscellaneous expense transfers.
- Maintains the District chart of accounts, District vendor database, and District budget information in the financial software system.
- Publishes revenue and expenditure reports monthly.
- Reconciles the month-end closing, year-end closing and new-year processing for the financial software system. Responsible for the out of balance journals and maintenance of all permanent records.
- Maintains capital assets within the District's financial system, including a detailed listing of qualified general capital assets; equipment, land, buildings, and related improvements.
- Maintains a financial instrument indicating the proper valuation, classification, and depreciation of capital assets according to the Uniform System of Financial Records for Arizona School Districts requirements.
- Maintains system requirements on financial software including setting up users, security, and troubleshooting problems.
- Provides online account and budget information for entire district staff, including assistance with account code questions and budget transfers.
- Maintains position control system for payroll records and assists payroll staff to ensure that accurate account coding is maintained for payroll records.
- Prepares and enters general budget in financial software system.
- Oversees the Medicaid claiming process.
- Prepares and submits various government required reports such as 1099s, and tax credit.
- Maintains and tracks salary budgets on a regular basis.
- Assists with preparations for the annual audit.
- Assists with the preparation of the Annual Financial Report.
- Assists with preparation of RFPs/Bids.



## FLOWING WELLS SCHOOL DISTRICT JOB DESCRIPTION

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### **KNOWLEDGE, SKILLS & ABILITIES:**

- Ability to communicate effectively verbally and in writing.
- Must possess the ability to direct activities and supervise others and provide training and technical support to staff.
- Must possess a general understanding of banking applications and practices.
- Must possess a thorough knowledge of purchasing and accounts payable procedures.
- Must possess high clerical aptitude and typing skills and an ability to operate various office machines, ten key by touch, and computers.
- Ability to apply common sense understanding to solve practical problems and deal with a variety of situations.
- Ability to work cooperatively and courteously with staff, students, parents and community members.
- Knowledge of applicable federal and state laws, district procedures and Board policies.
- Ability to handle confrontation and conflict without an emotional response.
- Must possess time management skills.

### **QUALIFICATIONS & REQUIREMENTS:**

#### **Education & Experience:**

- A degree in Accounting or the equivalent is ~~required~~-preferred.
- A minimum of 3 years of accounting experience with a high degree of skills and techniques and a strong background in mathematics.
- Completion of a District assessment on accounting practices and procedures.

**Computer Proficiency:** Demonstrated general proficiency in computer programs including Microsoft Excel, Word, QuickBooks and financial software.

### **PHYSICAL DEMANDS:**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the 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 required to reach with hands and arms. The employee is frequently required to sit and occasionally stand and walk. The employee may be required to move ten pounds and could occasionally lift or move up to twenty-five pounds.

### **WORK ENVIRONMENT:**

Indoor office environment. This position regularly works indoors. The noise level in the work environment is generally quiet to moderate and may become excessively noisy at times. Will have contact with employees, external agencies and the public.

***Disclaimer:** The duties and responsibilities identified in this position description are illustrative only and are in no way intended to be a complete list of activities that may be required of an incumbent. The information contained in this job description is for compliance with the American Disabilities Act (ADA) and is not an exhaustive list of duties performed for this position. Additional duties are performed by the individual currently holding this position and additional duties may be assigned.*

FLOWING WELLS SCHOOL DISTRICT  
Board Agenda Item

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F-5	April 22, 2025
Agenda Item Number	Board Meeting Date

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Item: Recommend Approval to Participate in Survey Research re. Students' Confidence in Mathematics

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Submitted By: Dr. Kevin Stoltzfus Date: April 16, 2025

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Will Be Presented By: Dr. Kevin Stoltzfus

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District administration recommends approval to participate in program evaluation research coordinated by the Center for the Recruitment and Retention of Teachers of Mathematics (CRR) focusing on students' confidence in mathematics. Several Flowing Wells teachers have participated in CRR professional development, and others will do so in the 2025-2026 school year. To evaluate the program's effectiveness, the CRR gathers a variety of outcome data. One component of this is a survey of students (in participating teachers' classes) regarding their confidence in their mathematical abilities. The survey is attached for review, with slightly different versions for grades K-3 and 4-HS, in English and Spanish. Student surveys would be anonymized before results are submitted to the CRR.

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Estimated Cost \$ \_\_\_\_\_  See Additional Information Attached

Recommended Action:

Approve       Disapprove       Table       No Action Required

Division Head: \_\_\_\_\_ Superintendent: Kevin Stoltzfus

Board Action: M: \_\_\_\_\_ S: \_\_\_\_\_ A: \_\_\_\_\_ N: \_\_\_\_\_ C: \_\_\_\_\_

## Grades K-3 (English)

The identification information above the dotted line will not be shared with others. *This information should be filled out by the teacher for each student.*

Student's Letter Code (A, B, C, etc., teacher needs to have a separate document with student names matched with "letter codes" to be used consistently between pre- and post-test): \_\_\_\_\_

Teacher/Facilitator's Name \_\_\_\_\_

School \_\_\_\_\_

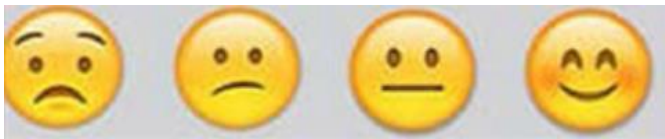
School District (if applicable) \_\_\_\_\_

Date \_\_\_\_\_

***Please read the questions below as many times as needed for the students to respond.***

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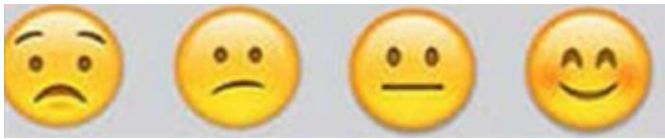
The way I feel about school is:



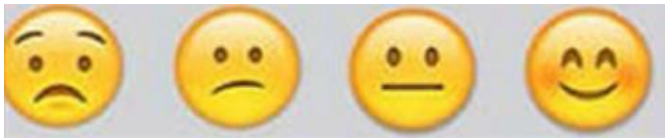
The way I feel about asking questions in math is:



The way I feel about learning math is:



The way I feel about making mistakes in math is:



The way I feel about trying hard in math is:



## Grados K-3 (Spanish)

La información de identificación sobre la línea de puntos no se compartirá con otros. Esta información debe ser completada por el maestro para cada estudiante.

Código personal de estudiante (A, B, C, etc. Maestros deben tener un documento separado de los nombres de estudiantes con su código para poder conectar las respuestas pre y post): \_\_\_\_\_

Nombre de Maestro/Facilitador \_\_\_\_\_

Escuela \_\_\_\_\_

Distrito Escolar (si aplicable) \_\_\_\_\_

Fecha \_\_\_\_\_

**Por favor, lea las preguntas a continuación tantas veces como sea necesario para que los estudiantes respondan.**

---

Cómo te sientes de escuela:



Cómo te sientes de preguntar en clase:



Cómo te sientes de aprender Matemáticas:



Cómo te sientes de cometer un error en Matemáticas:



Cómo te sientes cuando estas intentando muy duro en Matemáticas:



## Grades 4-12 (English)

The identification information above the dotted line will not be shared with others. *If necessary, this information may be filled out by the teacher for each student.*

Student's Letter Code (A, B, C, etc., teacher needs to have a separate document with student names matched with "letter codes" to be used consistently between pre- and post-test): \_\_\_\_\_

Teacher/Facilitator's Name \_\_\_\_\_

School \_\_\_\_\_

School District (if applicable) \_\_\_\_\_

Date \_\_\_\_\_

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Questions: Mark in the box that best fits your response.	Never	Seldom	Often	Usually
I feel confident enough to ask questions in class.				
I get nervous when asking questions in class.				
I am afraid to give an incorrect answer during class.				
I believe I can understand the content in a mathematics course.				
I worry I will not be able to understand mathematics.				
I believe I can learn well in a mathematics course.				
I worry that I will not be able to learn well in my mathematics course.				

## Grados 4-12 (Spanish)

La información de identificación sobre la línea de puntos no se compartirá con otros. Si es necesario, esta información puede ser completada por el maestro para cada estudiante.

Código personal de estudiante (A, B, C, etc. Maestros deben tener un documento separado de los nombres de estudiantes con su código para poder conectar las respuestas pre y post): \_\_\_\_\_

Nombre de Maestro/Facilitador \_\_\_\_\_

Escuela \_\_\_\_\_

Distrito Escolar (si applicable) \_\_\_\_\_

Fecha \_\_\_\_\_

Preguntas: Marque en la casilla que mejor se adapte a su respuesta.	Never	Seldom	Often	Usually
Me siento lo suficientemente seguro para hacer preguntas en clase.				
Me pongo nervioso al hacer preguntas en clase.				
Tengo miedo de presentar una pregunta incorrecta en clase.				
Yo creo que entiendo contenido en la clase de matemáticas.				
Me preocupa no poder entender matemáticas.				
Yo creo que puedo aprender en un curso de matemáticas.				
Me preocupa no poder aprender bien en mi curso de matemáticas.				

FLOWING WELLS SCHOOL DISTRICT  
Board Agenda Item

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G-1	April 22, 2025
Agenda Item Number	Board Meeting Date

Item: Consideration and Possible Adoption of Resolution for Lease Purchase of Energy Conservation Measures with Veregy, LLC

Submitted By: Dr. Kevin Stoltzfus Date: April 16, 2025

Will Be Presented By: Dr. Kevin Stoltzfus

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To consider and, if deemed acceptable, adopt a resolution authorizing the lease purchase of certain energy conservation measures within the District from Veregy, LLC or an affiliate through a tax-exempt equipment lease purchase agreement with a bank or financial institution, as determined by the District, with assistance from a placement agent; authorizing the execution of various documents relating to such energy conservation measures and the financing thereof; and delegating to the District superintendent and chief financial officer the authority to select the lessor and escrow agent and complete such documents within the parameters set forth in the resolution.

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Estimated Cost \$ \_\_\_\_\_  See Additional Information Attached

Recommended Action:

Approve       Disapprove       Table       No Action Required

Division Head: \_\_\_\_\_ Superintendent: Kevin Stoltzfus

Board Action: M: \_\_\_\_\_ S: \_\_\_\_\_ A: \_\_\_\_\_ N: \_\_\_\_\_ C: \_\_\_\_\_



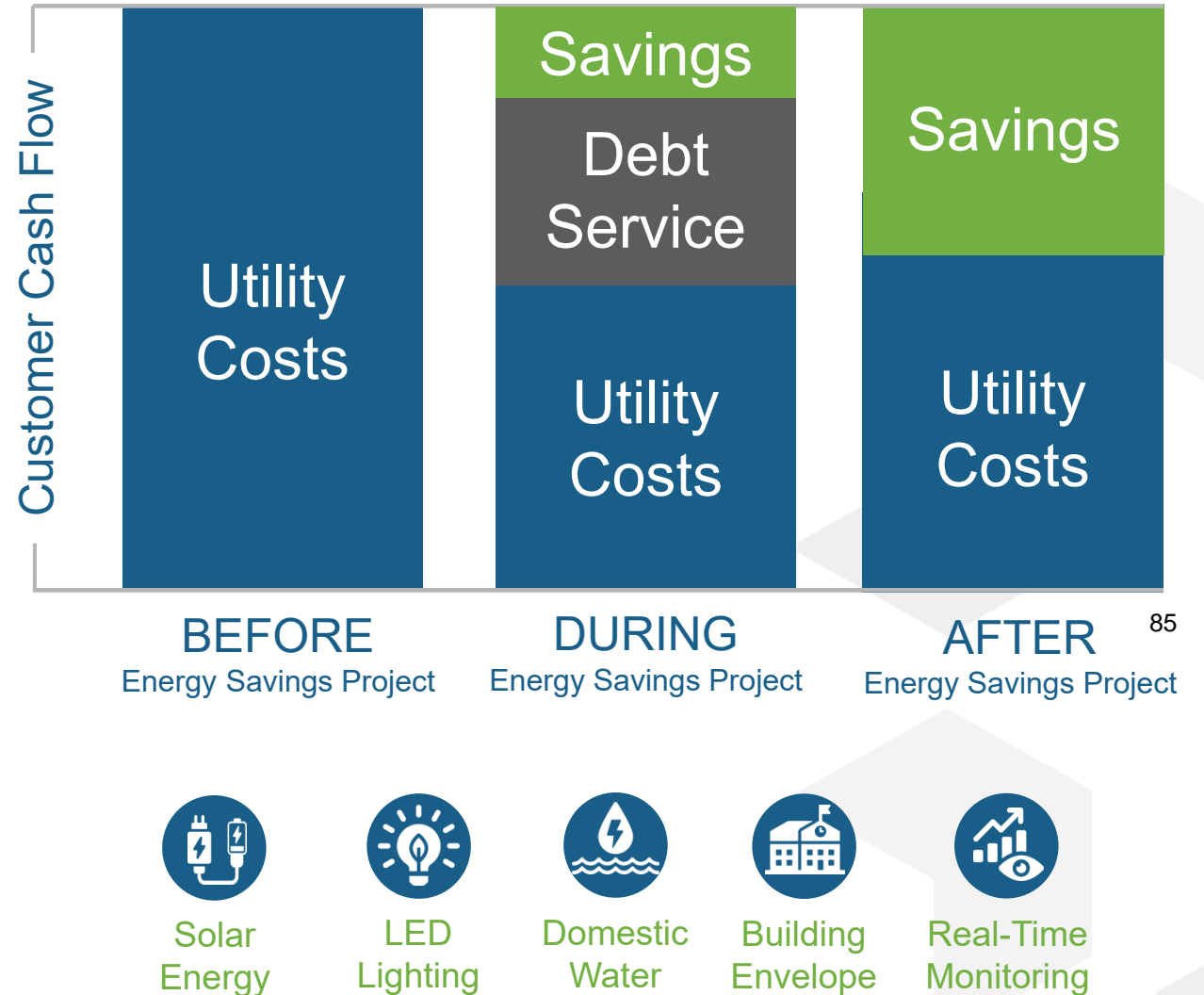
# Flowing Wells Unified School District

Governing Board Update

April 22, 2025

# Turnkey Holistic Project

- Tackles all of District's current needs to reduce utility consumption with regards to building improvements
- Improves building value
- Enhanced operational and energy efficiency
- Eligible water rebates, lighting rebates, and federal tax credits
- Utilizes a single contract and one financing partner
- Single procurement contract
- Uses current funds spent on utility bills to pay for infrastructure
- Annual Measurement & Verification report
- Guaranteed District Savings Pays for Project



Financial Projection	
Approx. Project Cost	\$4,496,675
Approx. District Contribution	\$500,000
Maximum IRA Incentive Potential	\$1,011,480
Maximum Utility Rebate Potential	\$628,297
Finance Term	20-25 Yrs
<b>TOTAL LIFETIME SAVINGS</b>	<b>\$14,151,420</b>

#	PROPERTY NAME	ECM 1	ECM 2	ECM 3	ECM 4
		LED Lighting	Water Efficiency Upgrade	Building Envelope	PV Solar
1	Centennial Elementary School		X	X	
2	Douglas Elementary School		X	X	
3	Emily Meschter Early Learning Center	X	X	X	
4	Flowing Wells High School		X	X	X
5	Flowing Wells Junior High School		X	X	
6	Homer Davis Elementary School		X	X	X
7	loala Frans Administration Center	X	X	X	X
8	J Robert Hendricks Elementary School		X	X	
9	Laguna Elementary School		X	X	86
10	Maintenance Transportation Yard	X	X	X	X
11	Robert Richardson Elementary School		X	X	
12	Sentinel Peak High School		X	X	

- Arizona Statute: Money saved on energy and operating costs pay for building improvements – **Guaranteed - Per A.R.S 15-213.01**
- If the project fails to reduce costs as guaranteed, VEREGY pays the difference



Thank You, Any Questions?

**CERTIFICATE**

The undersigned is the duly appointed and qualified President of the Governing Board of Flowing Wells Unified School District No. 8 of Pima County, Arizona, and hereby certifies that attached hereto is a true and correct copy of: (i) the agenda for the meeting of the Governing Board held on April 22, 2025, (the "*Meeting*") and that said agenda was on file in the administration office and posted in the usual place of posting notices for the District, including the District's website for not less than twenty-four (24) hours prior to the call to order of the Meeting; and (ii) a resolution of said Board adopted at such Meeting; and further certifies that the resolution was passed and adopted by the Governing Board on April 22, 2025; that a quorum was present at such Meeting and at the time the resolution was adopted; that said resolution was adopted by a vote of \_\_\_\_ ayes, \_\_\_\_ nays, \_\_\_\_ abstained and \_\_\_\_ was/were absent; that said resolution has been executed and attested by the proper officers of the District; and said resolution, as executed, is on file in the District administration office and further certifies that the District's website also states where public notices and agendas are physically and electronically posted.

DATED: April 22, 2025.

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President, Governing Board

**AGENDA ITEM**

**FLOWING WELLS UNIFIED SCHOOL DISTRICT NO. 8  
OF PIMA COUNTY, ARIZONA**

**Meeting of April 22, 2025:**

TO CONSIDER AND, IF DEEMED ACCEPTABLE, ADOPT A RESOLUTION AUTHORIZING THE LEASE PURCHASE OF CERTAIN ENERGY CONSERVATION MEASURES WITHIN THE DISTRICT FROM VEREGY, LLC OR AN AFFILIATE THROUGH A TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT WITH A BANK OR FINANCIAL INSTITUTION, AS DETERMINED BY THE DISTRICT, WITH ASSISTANCE FROM A PLACEMENT AGENT; AUTHORIZING THE EXECUTION OF VARIOUS DOCUMENTS RELATING TO SUCH ENERGY CONSERVATION MEASURES AND THE FINANCING THEREOF; AND DELEGATING TO THE DISTRICT SUPERINTENDENT AND CHIEF FINANCIAL OFFICER THE AUTHORITY TO SELECT THE LESSOR AND ESCROW AGENT AND COMPLETE SUCH DOCUMENTS WITHIN THE PARAMETERS SET FORTH IN THE RESOLUTION.

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Pursuant to A.R.S. § 38-431.02, the District shall post a statement on its website stating where all public notices of its meetings will be posted, including the physical and electronic locations and give additional public notice as is reasonable and practicable as to all meetings.

In addition to ensuring that the agenda was on file in the District Office and posted at least twenty-four (24) hours prior to the meeting in the usual places of posting District notices, the District shall also post all public meeting notices on its website and give additional public notice as is reasonable and practicable as to all meetings.

## RESOLUTION

**RESOLUTION APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLATION AGREEMENT, A TAX-EXEMPT EQUIPMENT LEASE/PURCHASE AGREEMENT, AN ESCROW AGREEMENT AND RELATED DOCUMENTS FOR THE LEASE PURCHASE OF CERTAIN ENERGY CONSERVATION MEASURES WITHIN THE DISTRICT WITH AMOUNTS TO BE PAID BY THE DISTRICT UNDER SUCH LEASE PURCHASE TO FINANCE SUCH MEASURES; DELEGATING THE AUTHORITY TO APPROVE CERTAIN MATTERS WITH RESPECT TO THE INSTALLATION AGREEMENT, THE TAX-EXEMPT EQUIPMENT LEASE/PURCHASE AGREEMENT AND THE ESCROW AGREEMENT; AUTHORIZING THE SELECTION OF A LESSOR AND ESCROW AGENT; DELEGATING THE AUTHORITY TO APPROVE, EXECUTE AND DELIVER THE INSTALLATION AGREEMENT, THE TAX-EXEMPT EQUIPMENT LEASE/PURCHASE AGREEMENT, AN ESCROW AGREEMENT AND RELATED DOCUMENTS; AND RATIFYING ALL ACTIONS TAKEN OR TO BE TAKEN TO FURTHER THIS RESOLUTION.**

**WHEREAS**, the Governing Board (the "*Board*") of Flowing Wells Unified School District No. 8 of Pima County, Arizona (the "*District*") desires to enter into an installation agreement and a guaranteed savings agreement (collectively, the "*Veregy Agreement*"), each with Veregy West, LLC or an affiliate (the "*Contractor*") pursuant to A.R.S. Section 15-213.01 and other relevant provisions of Arizona law in which the Contractor will design, install and service energy conservation measures to reduce the District's energy cost as described in *Exhibit A-1* attached hereto (the "*Project*"); which Project shall be determined by the Board and reviewed by an independent third-party engineer on behalf of the District; and

**WHEREAS**, the Board determines that procurement of the design, installation and service of energy conservation measures through cooperative purchasing is advantageous to the District because it is cost effective in terms of price and District staff manpower, while ensuring maximum practicable competition and District staff has performed its due diligence to ensure compliance by the cooperative with applicable procurement requirements; and

**WHEREAS**, the Contractor will guarantee the cost savings of the Project through the expected life of the Project; and

**WHEREAS**, the Board will receive offers from banks or financial institutions to serve as lessor (the "*Lessor*") in one or more Tax-Exempt Lease/Purchase Agreements (collectively, the "*Lease/Purchase Agreement*") between the District and the Lessor, to finance the Project, and one or more Escrow Agreements (collectively, the "*Escrow Agreement*") between the District and a bank or trust company (the "*Escrow Agent*") to administer the proceeds of the Lease/Purchase Agreement, both the Lessor and Escrow Agent to be determined by the District Superintendent or the Chief Financial Officer; and

WHEREAS, within and by the parameters set forth in this resolution the Board shall authorize the execution and delivery of the Veregy Agreement, the Lease/Purchase Agreement, and the Escrow Agreement;

NOW, THEREFORE, IT IS RESOLVED BY THE GOVERNING BOARD OF FLOWING WELLS UNIFIED SCHOOL DISTRICT NO. 8 OF PIMA COUNTY, ARIZONA, AS FOLLOWS:

**Section 1. Authorization of Project.** This Board finds and determines that the financing of the Project, as determined by the Board, under the Veregy Agreement through the Lease/Purchase Agreement is in furtherance of the purposes of the District and is in the public interest and both the (i) Project shall be reviewed by and (ii) the associated cost savings shall be verified by an independent third-party engineer on behalf of the District.

**Section 2. Authorization of Financing and District Contribution.** This Board hereby authorizes the District to enter into a Lease/Purchase Agreement with the Lessor. Upon such approval of the Lessor, the Lease/Purchase Agreement shall be executed and delivered in an aggregate principal amount of not to exceed \$5,500,000 shall mature within twenty-five (25) years and shall bear interest annually or semi-annually on dates to be determined at a tax-exempt rate not to exceed 5.00%, except such rate may be exceeded in the Event of Default or an Event of Taxability (each as defined in the Lease/Purchase Agreement. In addition, the District may make a contribution to the Project from available funds of the District in an amount not to exceed \$500,000, at the discretion of the Superintendent or Chief Financial Officer.

**Section 3. Subject to Annual Appropriation.** Payments pursuant to the Lease/Purchase Agreement will not constitute a general obligation or debt of the District, the State of Arizona or any political subdivision thereof for which the District, the State of Arizona or any political subdivision thereof will be obligated to levy or pledge any form of *ad valorem* taxation; nor does the obligation to make lease payments under the Lease/Purchase Agreement constitute a general obligation or debt of the District, the State of Arizona or any political subdivision thereof within the meaning of the Constitution of the State of Arizona, statutes thereof or otherwise. The Lease/Purchase Agreement and the obligation to make lease payments are subject to the annual approval and appropriation by the Governing Board of the District and may be payable from other available funds or sources of the District upon the determination, at the time of execution and delivery of the Lease/Purchase Agreement, by the Superintendent or Chief Financial Officer.

**Section 4. Use of Proceeds.** The net proceeds of the Lease/Purchase Agreement, after payment of the expenses of execution and delivery, shall be held by the District or, at the discretion of the District Superintendent or Chief Financial Officer, an Escrow Agent and, with the prior written consent of the Lessor, used to pay the Contractor or its designee against invoices presented to the District or Escrow Agent.

**Section 5. Execution of Documents.**

A. Veregy Agreements. The forms of the Veregy Agreement as presented to this Board are hereby approved and the President, any member of this Board, the District Superintendent or the Chief Financial Officer is hereby authorized to execute the Veregy Agreement on behalf of the District. The Superintendent or the Chief Financial Officer of the District is authorized to complete the Veregy Agreement, including any attachments thereto. The execution and delivery of the Veregy Agreement by the President, any member of the Board, the District Superintendent or the Chief Financial Officer shall be conclusive evidence of such completion and approval of the Veregy Agreement.

B. Lease/Purchase Agreement and Escrow Agreement. The forms of the Lease/Purchase Agreement and Escrow Agreement as presented to this Board are hereby approved and the President, any member of this Board, the District Superintendent or the Chief Financial Officer is authorized to execute and deliver the Lease/Purchase Agreement and Escrow Agreement on behalf of the District. The forms of such documents may be modified to meet the requirements and conditions of the Lessor, as approved by the Superintendent or Chief Financial Officer of the District. The Superintendent or the Chief Financial Officer of the District is authorized to select the Lessor and Escrow Agent and complete the Lease/Purchase Agreement and Escrow Agreement, including any attachments thereto. The execution and delivery of the Lease/Purchase Agreement and Escrow Agreement by the President, any member of the Board, the District Superintendent, or the Chief Financial Officer shall be conclusive evidence of such completion and approval of the Lease/Purchase Agreement and Escrow Agreement.

**Section 6. Resolution a Contract.** This resolution shall not be repealed while the Lease/Purchase Agreement is unpaid.

**Section 7. 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 actions 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.

**Section 8. 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 execution and delivery of the Lease/Purchase Agreement, the Escrow Agreement and the Veregy Agreement 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.

[Signature on following page]

**PASSED, ADOPTED AND APPROVED** by the Governing Board of Flowing Wells Unified School District No. 8 of Pima County, Arizona, on April 22, 2025.

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President, Governing Board

**EXHIBIT A**

**Description of Project**

#	PROPERTY NAME	ECM 1	ECM 2	ECM 3	ECM 4
		LED Lighting	Water Efficiency Upgrade	Building Envelope	PV Solar
1	Centennial Elementary School		X	X	
2	Douglas Elementary School		X	X	
3	Emily Meschter Early Learning Center	X	X	X	
4	Flowing Wells High School		X	X	X
5	Flowing Wells Junior High School		X	X	
6	Homer Davis Elementary School		X	X	X
7	loala Frans Administration Center	X	X	X	X
8	J Robert Hendricks Elementary School		X	X	
9	Laguna Elementary School		X	X	
10	Maintenance Transportation Yard	X	X	X	X
11	Robert Richardson Elementary School		X	X	
12	Sentinel Peak High School		X	X	

## ESCROW AND ACCOUNT CONTROL AGREEMENT

This Escrow and Account Control Agreement (this “*Agreement*”), dated as of May \_\_\_\_\_, 2025, by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors and assigns, hereinafter referred to as “*Lessor*”), Flowing Wells Unified School District No. 8 of Pima County, Arizona, a school district existing under the laws of the State of Arizona (hereinafter referred to as “*Lessee*”) and Wilmington Trust, National Association, a national banking association organized under the laws of the United States of America (hereinafter referred to as “*Escrow Agent*”).

Reference is made to that certain Tax-Exempt Equipment Lease/Purchase Agreement dated as of May \_\_\_\_\_, 2025 between Lessor and Lessee (hereinafter referred to as the “*Lease*”), covering the acquisition and lease of certain Equipment described therein (the “*Equipment*”). It is a requirement of the Lease that the Acquisition Amount (\$ \_\_\_\_\_) be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

*Section 1. Creation of Escrow Account.* (a) There is hereby created an escrow fund to be known as the “Flowing Wells Unified School District No. 8 of Pima County, Arizona 2025 Escrow Account” (the “*Escrow Account*”) to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Lessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Lessee in such short-term investments (as more particularly described in Escrow Agent’s Escrow Account Investment Selection Form) shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Agreement. The Lessee acknowledges that neither the Escrow Agent nor the Lessor is providing investment supervision, recommendations, or advice. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. “*Business Day*” means a day other than a Saturday, Sunday or legal holiday, on which banking institutions are not closed in Chicago, Illinois, Phoenix, Arizona or New York, New York. In the absence of written instructions from Lessee (on Escrow Agent’s Escrow Account Investment Selection Form) designating a short-term investment of cash in the Escrow Account, cash in the Escrow Account shall remain

uninvested and it shall not be collateralized. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Lessee. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this Agreement, "Qualified Investments" means any investments which meet the requirements of Arizona Revised Statutes 35-323.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account and the Lessee's Contribution are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period or (ii) the date on which Lessee executes a Final Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the date on which Lessee executes a Final Acceptance Certificate or (iii) written notice given by Lessor of the occurrence of an Event of Default under the Lease or termination of the Lease due to an Event of Non-appropriation. Notwithstanding the foregoing, this Agreement shall not terminate nor shall the Escrow Account be closed until all funds deposited hereunder have been disbursed.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached

hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, to the extent permitted by law, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, *provided, however*, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, with regards to the execution of the instructions or directions in question, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and its directors, officers, employees and agents and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct. The Escrow Agent may act through attorneys or agents and shall not be responsible for the acts or omissions of any such attorney or agent appointed with due care.

(i) The compensation fee for Escrow Agent's services under this Agreement is \$0.00. Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of

the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account, execution of the directions provided by the Lessee and Lessor and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, any termination of the Lease due to an Event of Non-appropriation or in connection with any dispute between Lessor and Lessee concerning the Escrow Account. The terms of this paragraph shall survive termination of this Agreement and/or the earlier resignation or removal of the Escrow Agent.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the "*Effective Date*"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent.

(l) The permissive rights of the Escrow Agent to do things enumerated in this Agreement shall not be construed as a duty and, with respect to such permissive rights, the Escrow Agent shall not be answerable for other than its gross negligence or willful misconduct.

(m) Nothing in this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder.

(n) In no event shall the Escrow Agent be responsible or liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

(o) In the event that any of the funds in the Escrow Account shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the funds in the Escrow Account, the Escrow Agent is hereby expressly authorized to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. To the extent permitted by law, the Escrow Agent shall inform the Lessor and Lessee in writing about any such attachment, garnishment, levy, court order, judgment or decree within ten (10) business days of its receipt of any such attachment, garnishment, levy, court order,

judgment or decree. In the event that the Escrow Agent obeys or complies with any such writ, order or decree, it shall not be liable to any of the other parties to this Agreement or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

*Section 2. Acquisition and Installation of Equipment.*

(a) *Acquisition Contracts.* Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment as provided in Section 4.08 of the Lease with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to inquire as to the performance or nonperformance of any provision of any other agreement, instrument, or document other than this Agreement or monitor or enforce Lessee's compliance with the foregoing covenant.

(b) *Authorized Escrow Account Disbursements.* It is agreed as between Lessee and Lessor that disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) *Requisition Procedure.* Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. All disbursements shall be made by wire transfer. The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction pursuant to a Disbursement Request submitted pursuant to this Section 2(c) before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such Disbursement Request shall be signed by an authorized representative of Lessee (an "*Authorized Representative*") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1;
2. Delivery to Lessor of copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale therefor or other evidence of title

transfer, and release by Vendor of any security interest, therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor; and

3. The disbursement shall occur during the Acquisition Period.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

*Section 3. Deposit to Escrow Account.* Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account. The Escrow Agent shall not be liable for any amount in excess of the Acquisition Amount.

*Section 4. Excess Proceeds in Escrow Account.* Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely), any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period or (b) the date on which Lessee executes a Final Acceptance Certificate, or upon a termination of the Escrow Account as provided in this Agreement, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

*Section 5. Security Interest.* The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

*Section 6. Control of Escrow Account.* In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "*Collateral*"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the State of Arizona (the "*Commercial Code*") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) *Provided* that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (i) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (ii) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (iii) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may effect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

*Section 7. Information Required Under USA Patriot Act.* The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA Patriot Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA Patriot Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

*Section 8. Miscellaneous.* Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail *provided* that any formal notice shall be attached to an email message in PDF format and *provided further* that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If a court of competent jurisdiction declares any provision hereof invalid, it will be ineffective only to the extent of such invalidity, so that the remainder of the provision and Agreement will continue in full force and effect.

This Agreement and the exhibits hereto set forth the entire agreement and understanding of the parties related to this transaction and supersede all prior agreements and understandings, oral or written.

If to Lessor: Banc of America Public Capital Corp  
11333 McCormick Road  
Mail Code: MD5-032-07-05  
Hunt Valley, MD 21031  
Attn: Contract Administration  
Fax: (443) 541-3057

If to Lessee: Flowing Wells Unified Flowing Wells Unified  
School District No. 8 of Pima County, Arizona  
1556 W. Prince Road  
Tucson, AZ 85705  
Attn: Stacy Trueblood, Chief Financial Officer  
Phone: (520) 696-8828

If to Escrow Agent: Wilmington Trust, National Association  
650 Town Center Drive, Suite 600  
Costa Mesa, CA 92626  
Attention: Chris Johnson  
Telephone: (714) 384-4152  
Fax: (714) 384-4151  
Email: cshjohnson@wilmingtontrust.com

*Section 9.* Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.7961-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Lessee as payee. Escrow Agent shall recognize Lessee as the designated party for regulatory reporting purposes.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

*Section 10.* This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and the parties hereto consent to jurisdiction in the State of Arizona and venue in any state or Federal court that has jurisdiction over the Lessee. EACH OF THE PARTIES HERETO HEREBY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

*Section 11.* Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

*Section 12.* This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

*Section 13.* No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

*Section 14.* Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process. For the avoidance of doubt, nothing herein prohibits any individual from communicating or disclosing information regarding suspected violations of laws, rules, or regulations to a governmental, regulatory, or self-regulatory authority without any notification to any person.

Lessee will treat the terms of this Agreement as confidential except on a “need to know” basis to persons within or outside Lessee’s organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld;

*Section 15.* This Agreement may be executed and delivered by facsimile signature or other electronic or digital means (including, without limitation, Adobe’s Portable Document Format (“*PDF*”)). Any such signature shall be of the same force and effect as an original signature, it being the express intent of the parties to create a valid and legally enforceable contract between them. The exchange and delivery of this Agreement and the related signature pages via facsimile or as an attachment to electronic mail (including in *PDF*) shall constitute effective execution and delivery by the parties and may be used by the parties for all purposes. Notwithstanding the foregoing, at the request of either party, the parties hereto agree to exchange inked original replacement signature pages as soon thereafter as reasonably practicable.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

**BANC OF AMERICA PUBLIC CAPITAL CORP, as  
Lessor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FLOWING WELLS UNIFIED SCHOOL DISTRICT NO.  
8 OF PIMA COUNTY, ARIZONA, as Lessee**

By: \_\_\_\_\_  
Name: Kevin Daily  
Title: President, Governing Board

**WILMINGTON TRUST, NATIONAL ASSOCIATION, as  
Escrow Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature page to Escrow and Account Control Agreement]

**SCHEDULE 1  
TO THE ESCROW AND ACCOUNT CONTROL AGREEMENT**

**FORM OF DISBURSEMENT REQUEST**

Re: Tax-Exempt Equipment Lease/Purchase Agreement dated as of May \_\_\_\_, 2025 by and between Banc of America Public Capital Corp, as Lessor, and Flowing Wells Unified School District No. 8 of Pima County, Arizona, as Lessee (the “*Lease*”) (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of May \_\_\_\_, 2025 (the “*Escrow and Account Control Agreement*”) by and among Banc of America Public Capital Corp (“*Lessor*”), Flowing Wells Unified School District No. 8 of Pima County, Arizona (“*Lessee*”) and Wilmington Trust, National Association (the “*Escrow Agent*”), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow and Account Control Agreement for the following purposes:

DISBURSEMENT AMOUNTS:

PAYEE’S NAME AND ADDRESS (IF  
DISBURSEMENT VIA WIRE, MUST  
INCLUDE WIRE TRANSFER  
INSTRUCTIONS)

INVOICE NUMBER

DOLLAR AMOUNT

PURPOSE

<Payee’s Name>  
<Payee Address 1>  
<Payee Address 2>  
<Payee Address 3>

<invoice list OR “see  
attached” with a  
spreadsheet>

< invoice amount>

<general description of  
equipment; ex “police  
cruiser”>

<Payee Bank Name\*>  
<Payee Bank ABA/Routing\*>  
<Payee Bank Account No\*>  
<Payee Account Name\*>

<\*Payee Address and Payee  
Bank information is required.>

<Payee’s Name>  
<Payee Address 1>  
<Payee Address 2>  
<Payee Address 3>

<invoice list OR “see  
attached” with a  
spreadsheet>

<invoice amount>

[<mobilization fee that is  
payable to the Vendor  
under the Vendor  
Agreement>]

<Payee Bank Name\*>  
<Payee Bank ABA/Routing\*>  
<Payee Bank Account No\*>  
<Payee Account Name\*>

<\*Payee Address information is  
required. Payee Bank  
information only to be included  
for wire/EFT.>

Lessee hereby represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(i) Each obligation specified in the table herein titled as “Disbursement Amounts” (a) has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for Equipment Costs relating to the Equipment identified above and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof), and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof, in which event Lessee further certifies that the requested reimbursement is not with respect to any amount previously paid from the Lessee’s Contribution), and the Equipment relating to such obligation has been delivered, installed and accepted by Lessee.

(ii) For each item of Equipment relating to an obligation specified in the table herein titled as “Disbursement Amounts” (a) Lessee has conducted such inspection and testing of the Equipment as it deems necessary and appropriate in order to determine the Equipment’s capability and functionality in order to accept such Equipment, (b) such Equipment has been delivered, installed, is operating in a manner consistent with the manufacturer’s intended use and has been inspected and finally accepted for all purposes by Lessee and title thereto has transferred to Lessee and any security interest of Vendor therein has been released and (c) the date on which Equipment acceptance occurred is \_\_\_\_\_, 20\_\_ . Attached hereto is the original invoice, and certification from Vendor as to title transfer and release by Vendor of any security interest with respect to such obligation and the related AIA forms.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor’s, mechanic’s or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to the Lease.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

(x) The information in this Disbursement Request regarding each Payee, including their respective name, address and wiring instructions (collectively, the “*Payee Information*”), is true and correct, such Payee Information has been verified and confirmed by Lessee and the Lessor can rely on Lessee’s verification and confirmation of the accuracy of such Payee Information. Lessee hereby acknowledges and agrees that any call-back performed by Lessor to verify the disbursement instructions pursuant to this Disbursement Request shall be made to Lessee only and Lessor shall have no obligation to call-back any Payee listed above.

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

**FLOWING WELLS UNIFIED SCHOOL DISTRICT  
NO. 8 OF PIMA COUNTY, ARIZONA**

By: \_\_\_\_\_  
Name: Stacy Trueblood  
Title: Chief Financial Officer

Disbursement of funds from the Escrow  
Account in accordance with the foregoing  
Disbursement Request hereby is authorized

**BANC OF AMERICA PUBLIC CAPITAL CORP,**  
as Lessor under the Lease

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[A STAND-ALONE VERSION OF "EXHIBIT A-1" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

**EXHIBIT A-1**

**FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE**

The undersigned, a duly elected or appointed and acting Secretary or Clerk of Flowing Wells Unified School District No. 8 of Pima County, Arizona (the "Lessee") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "Officials") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute, in writing or electronically, and deliver the Tax-Exempt Equipment Lease/Purchase Agreement dated as of May \_\_\_\_, 2025 by and between Lessee and Banc of America Public Capital Corp (the "Lessor"), the Escrow and Account Control Agreement dated as of May \_\_\_\_, 2025 by and among Lessor, Lessee and Wilmington Trust, National Association, as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the "Operative Agreements"), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

NAME OF OFFICIAL	TITLE	SIGNATURE
Kevin Daily	President, Governing Board	_____
Dr. Kevin Stoltzfus	Superintendent	_____
Stacy Trueblood	Chief Financial Officer	_____

Dated: May \_\_\_\_, 2025

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)*

[A STAND-ALONE VERSION OF "EXHIBIT A-2" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

**EXHIBIT A-2**

**ESCROW AND ACCOUNT CONTROL AGREEMENT DATED AS OF MAY \_\_\_\_\_, 2025 BY AND AMONG BANC OF AMERICA PUBLIC CAPITAL CORP, AS LESSOR, FLOWING WELLS UNIFIED SCHOOL DISTRICT NO. 8 OF PIMA COUNTY, ARIZONA, AS LESSEE AND WILMINGTON TRUST, NATIONAL ASSOCIATION, AS ESCROW AGENT**

**CERTIFICATE OF AUTHORIZED REPRESENTATIVES – [LESSOR]**

<b>Name:</b> _____	<b>Name:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Phone:</b> _____	<b>Phone:</b> _____
<b>Facsimile:</b> _____	<b>Facsimile:</b> _____
<b>E-mail:</b> _____	<b>E-mail:</b> _____
<b>Signature:</b> _____	<b>Signature:</b> _____

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

<b>Name:</b> _____	<b>Name:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Phone:</b> _____	<b>Phone:</b> _____
<b>Facsimile:</b> _____	<b>Facsimile:</b> _____
<b>E-mail:</b> _____	<b>E-mail:</b> _____
<b>Signature:</b> _____	<b>Signature:</b> _____

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

Date: May \_\_\_\_\_, 2025

**BANC OF AMERICA PUBLIC CAPITAL CORP, as  
Lessor**

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

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

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

## TAX-EXEMPT EQUIPMENT LEASE/PURCHASE AGREEMENT

This Tax-Exempt Equipment Lease/Purchase Agreement (the “*Agreement*”) dated as of May \_\_\_\_\_, 2025, and entered into between Banc of America Public Capital Corp, a Kansas corporation (together with its successors, assigns and transferees, and as more particularly defined herein, “*Lessor*”), and Flowing Wells Unified School District No. 8 of Pima County, Arizona, a body corporate and politic existing under the laws of the State of Arizona (“*Lessee*”).

### WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment (as such term is defined herein), subject to the terms and conditions hereof;

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

WHEREAS, Lessee has entered into (i) a Design and Build Solar Installation Agreement (and Solar Design and Installation Agreement), dated \_\_\_\_\_, 2025 (as amended and supplemented pursuant to the terms thereof and hereof, the “*Installation Agreement*”), between Lessee and Veregy DER & Electrical, LLC, a limited liability company (“*Veregy DER*”), for the design, acquisition, construction and installation of a portion of the Equipment to be owned and operated by Lessee for the rehabilitation or repair of its public school facilities, (ii) a Guaranteed Energy Services Agreement dated \_\_\_\_\_, 2025 (as amended and supplemented pursuant to the terms thereof and hereof, the “*Guaranteed Energy Services Agreement*”), between Veregy West, LLC, a limited liability company (“*Veregy West*”) and Lessee and (iii) an Energy Guarantee and Schedule of Savings, dated \_\_\_\_\_, 2025 between Veregy West and Lessee (as amended and supplemented pursuant to the terms thereof and hereof, the “*Guaranteed Savings Agreement*” and together with the Installation Agreement and the Guaranteed Energy Services Agreement, as may be amended and supplemented pursuant to the terms thereof and hereof, collectively, the “*Veregy Agreement*”), between Lessee and Veregy West; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

### ARTICLE I

*Section 1.01. Definitions.* The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“*Acquisition Amount*” means \$\_\_\_\_\_. The Acquisition Amount is the amount represented by Lessee to be sufficient, together with other funds of Lessee, if any, to acquire and install the Equipment and to pay Delivery Costs.

“*Acquisition Period*” means the period ending \_\_\_\_\_, 2026.

“*Agreement*” means this Tax-Exempt Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant

to Section 13.04.

“*Casualty Value*” means the amount that is shown for each Rental Payment date under the column titled “Casualty Value” on the Lease Payment Schedule.

“*Code*” means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

“*Collateral*” has the meaning provided in Section 6.02 hereof.

“*Commencement Date*” means the date when Lessee’s obligation to pay rent commences hereunder, which shall be the date on which the Acquisition Amount is deposited with the Escrow Agent, which shall be May \_\_\_\_\_, 2025.

“*Contract Rate*” means the rate identified as such in the Lease Payment Schedule.

“*Delivery Costs*” means the costs incurred in connection with the execution and delivery of this Agreement and the Escrow Agreement, including placement agent fees, Lessor’s origination fee, counsel fees, fees and expenses of Escrow Agent, similar costs, fees and expenses.

“*Equipment*” means the equipment, fixtures and other goods and property listed in the Equipment Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto and all accessories, equipment, parts and appurtenances appertaining or attached to any of the Equipment, and all substitutions, renewals, or replacements of and additions, improvements, accessions and accumulations to any and all of such Equipment, together with all the rents, issues, income, profits, proceeds and avails therefrom made pursuant to Section 8.01 or Article V. Whenever reference is made in this Agreement to Equipment, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment and all accessories, equipment, parts and appurtenances appertaining or attached to any of the Equipment, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of such Equipment, together with all the rents, issues, income, profits, proceeds and avails therefrom.

“*Equipment Costs*” means the total cost of the Equipment, including capitalized interest during the Acquisition Period and other related costs such as freight, installation and taxes, and capitalizable costs.

“*Equipment Schedule*” means the equipment schedule attached hereto as Exhibit A and made a part hereof.

“*Escrow Account*” means the account established and held by the Escrow Agent pursuant to the Escrow Agreement.

“*Escrow Agent*” means the Escrow Agent identified in the Escrow Agreement, and its successors and assigns.

“*Escrow Agreement*” means the Escrow and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which an Escrow Account is established and administered.

“*Event of Default*” means an Event of Default described in Section 12.01.

“*Event of Non-appropriation*” means the failure of Lessee’s governing body to appropriate or otherwise make available funds to pay Rental Payments under this Agreement following the Original Term or then current Renewal Term sufficient for the continued performance of this Agreement by Lessee.

“*Lease Payment Schedule*” means the Lease Payment Schedule attached hereto as Exhibit B and made a part hereof.

“*Lease Term*” means the Original Term and all Renewal Terms, with a final Renewal Term ending on \_\_\_\_\_, 20\_\_\_\_.

“*Lessee*” means the entity referred to as Lessee in the first paragraph of this Agreement.

“*Lessor*” means (a) the entity referred to as Lessor in the first paragraph of this Agreement and its successors or (b) any assignee or transferee of any right, title or interest of Lessor in and to this Agreement, including the Equipment, the Rental Payments and other amounts due hereunder, pursuant to Section 11.01, or the Escrow Agreement or Escrow Account, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform hereunder.

“*Material Adverse Change*” means any change in Lessee’s creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee’s ability to perform its obligations under this Agreement.

“*Original Term*” means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at such Commencement Date.

“*Prepayment Price*” means the amount provided under the column titled “Prepayment Price” in the Lease Payment Schedule.

“*Related Documents*” means this Agreement, the Escrow Agreement and the Vendor Agreement, each as may be amended and supplemented

“*Renewal Terms*” means the renewal terms of this Agreement, each having a duration of one year and a term coextensive with Lessee’s fiscal year.

“*Rental Payments*” means the basic rental payments payable by Lessee hereunder pursuant to Section 4.01, consisting of a principal component and an interest component.

“*Resolution*” means, collectively, the resolution of the Lessee, adopted on April 22, 2025 and titled “RESOLUTION APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ENERGY AND CONSTRUCTION SERVICES

CONTRACT, A TAX-EXEMPT EQUIPMENT LEASE/ PURCHASE AGREEMENT, AN ESCROW AGREEMENT AND RELATED DOCUMENTS FOR THE LEASE PURCHASE OF VARIOUS ENERGY CONSERVATION MEASURES WITHIN THE DISTRICT WITH AMOUNTS TO BE PAID BY THE DISTRICT UNDER SUCH LEASE PURCHASE TO FINANCE SUCH MEASURES; DELEGATING THE AUTHORITY TO APPROVE CERTAIN MATTERS WITH RESPECT TO THE ENERGY AND CONSTRUCTION SERVICES CONTRACT, THE TAX-EXEMPT EQUIPMENT LEASE/PURCHASE AGREEMENT AND THE ESCROW AGREEMENT; AUTHORIZING THE SELECTION OF A LESSOR AND ESCROW AGENT; DELEGATING THE AUTHORITY TO APPROVE, EXECUTE AND DELIVER THE ENERGY AND CONSTRUCTION SERVICES CONTRACT, THE TAX-EXEMPT EQUIPMENT LEASE/PURCHASE AGREEMENT, AN ESCROW AGREEMENT AND RELATED DOCUMENTS; AND RATIFYING ALL ACTIONS TAKEN OR TO BE TAKEN TO FURTHER THIS RESOLUTION.”

“SEC” means the U.S. Securities and Exchange Commission.

“State” means the State of Arizona.

“Taxable Rate” means an interest rate equal to the Contract Rate plus a rate sufficient such that the total interest to be paid on any Rental Payment date would, after such interest was reduced by the amount of any Federal, state or local income tax (including any interest, penalties or additions to tax) actually imposed thereon, equal the amount of interest otherwise due to Lessor.

“Vendor” means Veregy West, LLC and Veregy DER & Electrical, LLC, the manufacturer, installer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessee arranged Lessee’s acquisition, installation, maintenance and/or servicing of the Equipment.

“Vendor Agreement” means any contract entered into by Lessee and any Vendor for the acquisition, installation, maintenance and/or servicing of the Equipment, including the Veregy Agreement and the Memorandum of Understanding dated May \_\_\_\_, 2025 among Lessee, Veregy West, LLC, Veregy DER & Electrical, LLC, and Lessor relating to the Veregy Agreement.

## ARTICLE II

*Section 2.01. Representations and Covenants of Lessee.* Lessee represents covenants and warrants for the benefit of Lessor on the date hereof as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State, with full power and authority to enter into this Agreement, the Escrow Agreement and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder.

(b) Lessee has duly authorized the execution and delivery of this Agreement and the Escrow Agreement by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Escrow Agreement.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to this Agreement.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a school district of the State and body corporate and politic.

(e) Lessee has complied with such procurement and public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment. Lessee has also complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid hereunder.

(g) Lessee has kept, and throughout the Lease Term shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within 210 days of its fiscal year end, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior or current fiscal year or the following fiscal year when approved. The financial statements described in subsection (g) shall be accompanied by an unqualified opinion of Lessee's independent auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment and expects to make immediate use of the Equipment. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term.

(i) The payment of the Rental Payments or any portion thereof is not directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. Lessee shall not permit the Federal government to guarantee any Rental Payments. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding, dispute, agreement or

instrument to which the Lessee is a party or by which the Lessee is bound, including without limitation, any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee, that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations under this Agreement or the Escrow Agreement. Lessee will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's first priority security interest in the Equipment and the Escrow Account and Lessor's rights and benefits under this Agreement and the Escrow Agreement.

(k) Lessee is the fee owner of the real estate where the Equipment is and will be located ("*Real Property*") and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such Real Property. In the event any lien, encumbrance, restriction, asserted encumbrance, claim, dispute or other issue exists or arises with respect to the Lessee's legal title to or valid and marketable, beneficial use and enjoyment of the Real Property or impairs or adversely impacts Lessor's right, title or interest in the Equipment or any of Lessor's rights or remedies under this Agreement with respect to the Equipment (each of the foregoing referred to as a "*Real Property Issue*"), Lessee will take all steps necessary to promptly quiet, resolve and/or eliminate such Real Property Issue to the satisfaction of Lessor and ensure that Lessee and Lessor have adequate access to and use of (including beneficial use and enjoyment of) the Real Property for all purposes of the Equipment contemplated herein and Lessee shall ensure that its fee interest in the Real Property and Lessor's right, title or interest in the Equipment and rights or remedies under this Agreement with respect to the Equipment remain free and clear of Real Property Issue.

The street addresses and legal descriptions affixed to the UCC-1 financing statements and fixture filings filed and recorded pursuant to Section 3.04(vi), Section 6.01 and/or Section 6.02 hereof are true, accurate and complete street addresses and legal descriptions of all the properties on which the Equipment is located or to be installed. In the event any street address, legal description, other information, UCC-1 financing statement or fixture filing (or continuations or amendments thereof) filed or recorded with respect to the Lessor's interests in the Equipment or any of the real property on which the Equipment is located or to be installed reflects any incorrect or incomplete real property legal description, equipment description or other information, Lessee shall take all steps necessary (with the Lessor's prior written approval) to promptly correct any errors or deficiencies with respect to such legal descriptions, street address, other information, UCC-1 financing statements and/or fixture filings and to protect Lessor's interests in the Equipment.

(l) No lease, rental agreement, lease/purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

As of the date of execution and delivery of this Agreement, Lessee has not granted any Lien on the Collateral that would be senior in priority to, or *pari passu* with, the first priority Lien on the Collateral granted to Lessor under Section 6.02 of this Agreement.

(m) The stated full Lease Term of this Agreement does not exceed the “expected life of the energy cost savings measures” prescribed by A.R.S. Section 15-213.01 for the Equipment financed or refinanced under this Agreement.

(n) Lessee represents, warrants, covenants and agrees that the Resolution does not prohibit or preclude the Lessor from charging a higher interest rate hereunder or increasing the interest component of Rental Payments upon the occurrence of an Event of Default or an Event of Taxability and therefore, upon the occurrence of an Event of Default or an Event of Taxability hereunder, Lessor is permitted to increase the interest component of Rental Payments, as provided hereunder and is not capped at 4.257% with respect to such rates.

(o) Lessee will pay all Equipment Costs and Delivery Costs in excess of the Acquisition Amount available therefor out of its own funds. Lessor shall not have any responsibility to pay amounts for any Equipment Costs or Delivery Costs with respect to this Agreement or the Equipment that individually or collectively exceed the Acquisition Amount.

(p) In connection with the Lessee’s compliance with any continuing disclosure undertakings (each, a “*Continuing Disclosure Agreement*”) entered into by the Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the “*Rule*”), the Lessee may be required to file with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system, or its successor (“*EMMA*”), notice of its incurrence of its obligations under the Related Documents and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Agreement and the Escrow Agreement, in each case including posting a full copy thereof or a description of the material terms thereof (each such posting, an “*EMMA Posting*”). Except to the extent required by applicable law, including the Rule, the Lessee shall not file or submit or permit the filing or submission of any EMMA Posting that includes the following unredacted confidential information about the Lessor or its affiliates and the Escrow Agent in any portion of such EMMA Posting: address and account information of the Lessor or its affiliates and the Escrow Agent, logos, e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Lessor or its affiliates and the Escrow Agent; and the form of Disbursement Request that is attached to the Escrow Agreement.

The Lessee acknowledges and agrees that the Lessor and its affiliates are not responsible for the Lessee’s or any other entity’s (including, but not limited to, any broker-dealer’s) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities or other laws, including but not limited to those relating to the Rule.

*Section 2.02 Representations and Covenants of Lessor.* Lessor represents, covenants and warrants for the benefit of Lessee on the date hereof as follows:

(a) Lessor is authorized to transact business in the State of Arizona.

(b) To its knowledge, Lessor possesses all requisite authority, power, licenses, permits and franchises to conduct all business contemplated in this Agreement and to observe and perform its covenants, agreements and obligations pursuant to this Agreement.

(c) To the extent applicable and except as stated below, pursuant to the provisions of the Section 41-4401 of the Arizona Revised Statutes, and in accordance with federal law and Lessor's practice, Lessor hereby warrants and certifies that Lessor complies with the Immigration Reform and Control Act of 1986 and employment with the Lessor is contingent on the successful completion of the I-9 verification process and the E-Verify requirements of Section 23-214(A) of the Arizona Revised Statutes. Lessor's breach of the above-described warranty and certification is a material breach of this Agreement and may result in the termination of this Agreement by Lessee. Such employment with Lessor is not contingent on any of the other requirements of Section 23-214(A). Lessor does not knowingly employ any individuals in the United States who are not legally authorized to work in the United States. For associate confidentiality reasons, Lessor generally does not disclose or allow the inspection of the personnel records of its associates to third parties, including I-9 or e-Verify documentation. However, if there are concerns about an individual's eligibility to perform work in connection with this Agreement, please contact Lessor in accordance with Section 13.01 of this Agreement and Lessor will investigate and respond to these concerns.

### ARTICLE III

*Section 3.01. Lease of Equipment.* Subject to the terms of this Agreement, Lessor agrees to provide the Acquisition Amount to acquire the Equipment. Lessor hereby demises, leases, transfers and lets to Lessee, and Lessee hereby acquires, rents and leases from Lessor, the Equipment. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term as set forth in the Lease Payment Schedule. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.03 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Lease Payment Schedule.

*Section 3.02. Continuation of Lease Term.* Lessee intends, subject to Section 3.03, to continue the Lease Term through the Original Term and all Renewal Terms. Lessee affirms that sufficient funds are available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law, to have such portion of the budget or appropriation request approved and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved.

*Section 3.03. Nonappropriation.* Lessee is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during Lessee's then current fiscal year. Lessee's obligations under this Agreement are current

expenses subject to the “budget law” and the unfettered legislative decision of Lessee concerning budgeted purposes and appropriation of funds. Should Lessee elect not to appropriate and budget funds to pay its obligations under this Agreement, this Agreement shall be deemed terminated at the end of the then current fiscal year term for which such funds were appropriated and budgeted for such purpose and Lessee shall be relieved of any subsequent obligation under this Agreement, except that Lessee agrees to cease the use of the Equipment and peaceably remove and deliver a Lessee’s expense the Equipment to Lessor at the Location(s) to be specified by Lessor. The parties agree that the Lessee has no obligation or duty of good faith to budget or appropriate the payment of Lessee’s obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. Lessee shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. Lessee shall keep the Lessor informed as to the availability of funds to make payments under this Agreement. The obligation of Lessee to make any payment pursuant to this Agreement is not a general obligation or indebtedness of Lessee.

*Section 3.04. Conditions to Lessor’s Performance.*

(a) As a prerequisite to the performance by Lessor of any of its obligations under this Agreement, Lessee shall deliver to Lessor the following:

(i) An Escrow Agreement in the form set forth in Exhibit I hereto, satisfactory to Lessor and executed by Lessee and the Escrow Agent, a Vendor Agreement satisfactory to Lessor and executed by Lessee and the Vendor, including the Memorandum of Understanding dated May \_\_\_\_\_, 2025 among the Lessor, the Lessee, Veregy West, LLC, and Veregy DER & Electrical, LLC;

(ii) A certified copy of the Resolution of the Lessee and the minutes of the meeting of the Governing Board of the Lessee on April 22, 2025, authorizing the execution and delivery of this Agreement and the Escrow Agreement and performance by Lessee of its obligations pursuant to this Agreement and the Escrow Agreement;

(iii) A Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C, completed to the satisfaction of Lessor;

(iv) An opinion of counsel to Lessee in substantially the form attached hereto as Exhibit D and otherwise satisfactory to Lessor;

(v) Evidence of insurance as required by Section 7.02 hereof, or, at Lessor’s sole discretion, such insurance may be provided after the Commencement Date, provided however, that no “Disbursement Request” pursuant to the Escrow Agreement (other than for costs of issuance) shall be authorized by Lessor until such insurance satisfying the conditions set forth in Section 7.02 have been delivered to Lessor;

(vi) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02;

(vii) A waiver or waivers of interest in the Equipment, satisfactory to Lessor, from any mortgagee or any other party having an interest in the real estate on which the Equipment will be located and/or landlord of the real estate on which the Equipment will be located;

(viii) A copy of a fully completed and executed Form 8038-G;

(ix) A certified copy of any Surety Bond satisfying the conditions set forth in Section 7.04, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date, provided however, that no "Disbursement Request" pursuant to the Escrow Agreement (other than for costs of issuance) shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in Section 7.04 hereof have been delivered to Lessor;

(x) Financing Statements recorded with the State of Arizona (personal property) and Pima County, Arizona (fixtures) in satisfaction of Section 6.02 hereof provided, that such Pima County, Arizona Financing Statement with respect to fixtures may be provided after the Commencement Date;

(xi) In the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty (60) days prior to the Commencement Date, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred not more than sixty (60) days prior to the date of such resolution;

(xii) Such other items reasonably required by Lessor.

(b) In addition, the performance by Lessor of any of its obligations under this Agreement and the Escrow Agreement shall be subject to: (i) no Material Adverse Change in the financial condition of Lessee since the date of this Agreement, and (ii) no Event of Default or Event of Nonappropriation having occurred and continuing or threatened.

(c) Subject to satisfaction of the foregoing, Lessor will deposit the Acquisition Amount with the Escrow Agent.

*Section 3.05. Evidence of Filing Form 8038-G.* As soon as it is available, Lessee shall provide to Lessor evidence that it, or its paid preparer, has filed the Form 8038-G for this Agreement with the Internal Revenue Service by delivering to Lessor proof of mailing such Form 8038-G. Notwithstanding anything to the contrary in this Agreement, it shall not be an Event of Default hereunder if Lessee does not provide to Lessor evidence that it (or its paid preparer) filed the Form 8038-G for this Agreement with the Internal Revenue Service.

#### ARTICLE IV

*Section 4.01. Rental Payments.* Subject to Section 3.03, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the Rental Payment dates and in such amounts as provided in the Lease Payment Schedule. Interest on the Acquisition Amount shall begin to accrue as of the Commencement Date. Lessee shall pay Lessor a charge on

any Rental Payment not paid on the date such payment is due at a rate equal to the Contract Rate. If any Rental Payment or other amount payable hereunder is not paid within ten (10) days of its due date, Lessee shall pay an administrative late charge of five percent (5%) of the amount not timely paid or the maximum amount permitted by law, whichever is less.

*Section 4.02. Interest and Principal Components.* A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal as more fully detailed on the Lease Payment Schedule.

*Section 4.03. Rental Payments to Constitute a Current Expense of Lessee.* Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of Lessee.

*Section 4.04. Rental Payments to be Unconditional.* Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances, disputes with the Vendor of any Equipment or the Lessor, or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations for whatever reason, including bankruptcy, insolvency, reorganization or any similar event with respect to any Vendor or under any Vendor Agreement, or the failure or inability (for whatever reason) of Lessee to receive (or delay in receipt of) all or any portion of any grant, subsidy or other incentive or any refundable tax credit under Section 6417 of the Internal Revenue Code of 1986, as amended by the Inflation Reduction Act of 2022 (Pub. L. No. 117-169), any substantially similar provision of federal, state, local or foreign tax law (including regulations or other guidance from any taxing authority) or any other federal, state, local, private or other grant, subsidy, incentive or rebate.

*Section 4.05. Tax Covenants.*

(a) Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes.

(b) In the event that Lessee does not spend sufficient moneys in the Escrow Account within six (6) months after the date the deposit is made pursuant to Section 3.04(c), Lessee will, if required by Section 148(f) of the Code to pay rebate: (i) establish a Rebate Account and deposit the Rebate Amount (as defined in Section 1.148-3(b) of the Federal Income Tax Regulations) not less frequently than once per year after the Commencement Date; and (ii) rebate to the United

States, not less frequently than once every five (5) years after the Commencement Date, an amount equal to at least 90% of the Rebate Amount and within 60 days after payment of all Rental Payments or the Prepayment Price as provided in Section 10.01(a) hereof, 100% of the Rebate Amount, as required by the Code and any regulations promulgated thereunder. Lessee shall determine the Rebate Amount, if any, at least every year and upon payment of all Rental Payments or the Prepayment Price and shall maintain such determination, together with any supporting documentation required to calculate the Rebate Amount, until six (6) years after the date of the final payment of the Rental Payments or the Prepayment Price.

*Section 4.06. Event of Taxability.* Upon the occurrence of an Event of Taxability, the interest component of Rental Payments and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes (which retroactive date shall be the earliest date as of which the interest component of any Rental Payment is deemed includible in the gross income of the owner or owners thereof for Federal income tax purposes, which may be earlier than the date of delivery of such determination by the Internal Revenue Service), and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate and any other amounts necessary to make the Lessor whole as a result of any Event of Taxability that is a result of Lessee's action or failure to take any action.

For purposes of this Section, "Event of Taxability" means a determination that the interest component of Rental Payments is includible for federal income tax purposes in the gross income of the owner thereof.

An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment is includable in the gross income of the owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment is includable in the gross income of the owner thereof; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment has become includable in the gross income of the owner thereof for Federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for Federal income tax purposes.

*Section 4.07. Mandatory Prepayment.* Any funds not applied to Equipment Costs and remaining in the Escrow Account on the earliest of (a) the expiration of the Acquisition Period, (b) the date on which Lessee executes a Final Acceptance Certificate (in the form attached hereto as *Exhibit E*), or (c) a termination of the Escrow Account as provided in the Escrow Agreement, shall be applied by Lessor on any Rental Payment date to all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the remaining principal balance owing hereunder in the inverse order

of Rental Payment dates. In the event of any mandatory prepayment as set forth in this section, the prepayment price shall equal to 102% of the principal amount being so prepaid, plus accrued interest thereon. In connection with any partial prepayment of Rental Payments, Lessor shall prepare a new Lease Payment Schedule and deliver the same to the Lessee, which shall be binding, absent manifest error.

## ARTICLE V

### *Section 5.01. Delivery, Installation and Acceptance of Equipment.*

(a) Lessee shall order the Equipment, cause the Equipment to be delivered, installed and inspected at the location specified in the Equipment Schedule and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. Lessee shall conduct such inspection and testing of the Equipment as it deems necessary and appropriate in order to unconditionally accept such Equipment. When the Equipment has been delivered, installed, inspected and is operating in a manner consistent with the manufacturer's intended use, Lessee shall promptly and finally accept for all purposes such Equipment and evidence said acceptance by executing and delivering Disbursement Requests pursuant to the Escrow Agreement for the purpose of effecting disbursements from the Escrow Account to pay (or reimburse) Equipment Costs for the Equipment so acquired and installed. In connection with the execution and delivery by Lessee to Lessor of the final Disbursement Request, Lessee shall deliver to Lessor a Final Acceptance Certificate in the form attached hereto as *Exhibit E*.

(b) Lessee shall deliver to Lessor together with each Disbursement Request copies of invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale or other evidence of title transfer to Lessee relating to each item of Equipment accepted by Lessee as evidenced by such Disbursement Request. Once approved, Lessor shall deliver such Disbursement Request to the Escrow Agent for disbursement from the Escrow Account in accordance with the Escrow Agreement.

*Section 5.02. Quiet Enjoyment of Equipment.* So long as Lessee is not in default nor has non-appropriated pursuant to Section 3.03 hereunder, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term.

*Section 5.03. Location; Inspection.* Once installed, no item of the Equipment will be moved or relocated from the location specified for it in the Equipment Schedule without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

*Section 5.04. Use and Maintenance of the Equipment.* Lessee shall not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated hereby. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or

judicial body, including, without limitation, all anti-money laundering laws and regulations; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest (including the reversionary interest) of Lessor in and to the Equipment or its interest or rights hereunder.

Lessee agrees that it will (a) maintain, preserve, and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer; (b) proceed promptly, at its expense, to protect its rights and exercise its remedies under any warranty then in effect with respect to the Equipment; and (c) replace or rebuild any component of the Equipment that becomes permanently unfit for normal use or inoperable during the Lease Term (herein, the "Inoperable Component") in order to keep the Equipment as a whole in good repair and working order during the Lease Term. Lessee shall promptly notify Lessor in writing when any component of the Equipment is reasonably expected within forty-five (45) days to become an Inoperable Component. Lessee shall promptly replace or rebuild the Inoperable Component with a similar component of comparable or improved make and model that has at least the equivalent value and utility of the Inoperable Component, a remaining useful life of no less than the remaining Scheduled Term and such replacement or rebuilt component shall be in good operating condition. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for herein.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, improvements, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

## ARTICLE VI

*Section 6.01. Title to the Equipment.* During the Lease Term, and so long as Lessee is not in default under Article XII hereof and no Event of Non-appropriation has occurred, all right, title and interest in and to each item of the Equipment shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions hereof. Lessee shall at all times protect and defend, at its own cost and expense, its title, and Lessor's first priority security interest, in and to the Collateral from and against all claims, liens and legal processes of its creditors, and keep all Collateral free and clear of all such claims, liens and processes. Lessee will, at its expense, do any further act and execute, acknowledge, deliver, file, register and record any further documents the Lessor may reasonably request in order to protect Lessor's first priority security interest in the Collateral. Upon the occurrence of an Event of Default or an Event of Nonappropriation, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or an Event of Nonappropriation, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 3.03 or 12.02, as applicable.

Upon payment of all amounts due and owing under this Agreement in accordance with Section 10.01 (including upon payment of all Rental Payments and other amounts payable under this Agreement), Lessor's security interest or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security interest in the Equipment. During the Lease Term, Lessor will not claim ownership of the Equipment for the purposes of any tax credits, benefits or deductions with respect to the Equipment.

*Section 6.02. Security Interest.* As additional security for the payment and performance of all of Lessee's obligations hereunder, Lessee hereby grants to Lessor a first priority security interest constituting a first lien on (a) the Equipment together with all replacements, repairs, restorations, modifications and improvements thereof or thereto and all accessories, equipment, parts and appurtenances appertaining or attached to any of the Equipment, and all substitutions, renewals, or replacements of and additions, improvements, accessions and accumulations to any and all of such Equipment, together with all the rents, issues, income, profits, proceeds and avails therefrom, (b) the Escrow Account and moneys and investments held from time to time in the Escrow Account, (c) all accounts, chattel paper, deposit accounts, documents, instruments, general intangibles and investment property (including any securities accounts and security entitlements relating thereto) evidenced by or arising out of or otherwise relating to the foregoing collateral described in clauses (a) and (b) above, as such terms are defined in Article 9 of the Arizona Commercial Code, and (d) any and all proceeds of any of the foregoing, including, without limitation, insurance proceeds (collectively, the "Collateral"). Lessee authorizes Lessor to file (and Lessee agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Collateral, including, without limitation, such financing statements with respect to personal property and fixtures under Article 9 of the Uniform Commercial Code of the State and treating such Article 9 as applicable to Lessee.

*Section 6.03. Personal Property, No Encumbrances.* Lessee agrees that the Equipment is deemed to be and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; provided, that if Lessor or its assigns is furnished with a waiver of interest in the Equipment acceptable to Lessor or its assigns in its discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

## ARTICLE VII

*Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges.* Lessee shall keep the Equipment free of all levies, liens, and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a

governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the lease, sale, purchase, operation, use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all sales, use and other taxes, special assessments and governmental and other charges of any kind that are at any time lawfully assessed or levied against or with respect to such Equipment, the Rental Payments or any part of either thereof, or which become due during the Lease Term, whether assessed against Lessee or Lessor. Lessee shall pay all utility and other charges incurred in the operation, use and maintenance of the Equipment. Lessee shall pay such taxes, assessments or charges as the same may become due; provided that, with respect to any such taxes, assessments or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term subject to Lessee's Prepayment Option, in which case, all such installments after such Prepayment Option is exercised.

*Section 7.02. Insurance.* Lessee shall maintain casualty insurance and liability insurance with the Arizona School Risk Retention Trust, Inc. in the coverage amounts that are approved by the Lessor including but not limited to liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least \$5,000,000 per occurrence for bodily injury and property damage coverage (such liability insurance coverage may be in a combination of primary general liability and/or excess liability umbrella coverage), and in all events under issued in form and amount satisfactory to Lessor and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better. Such insurance coverage shall contain an endorsement naming Lessor, its affiliates, successors and assigns, as their interests may appear, as an additional insured and loss payee, in so far as the Equipment is concerned. Lessee shall not cancel or modify such insurance or in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or modification provided, however, that any such cancellation or modification shall be subject to the approval of the Lessor, which approval shall not be unreasonably withheld.

*Section 7.03. Risk of Loss.* Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Agreement. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into this Agreement or any of the transactions contemplated hereby, (b) the ordering, acquisition, ownership use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any material misrepresentation provided by Lessee under or in connection with this Agreement. The provisions

of this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

*Section 7.04. Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties.* Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment, a payment and performance bond (the “*Surety Bond*”) executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of “A-” or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied first to amounts due Lessor under this Agreement, and any remaining amounts shall be payable to Lessee.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to the Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds and adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee’s obligations hereunder.

*Section 7.05. Advances.* In the event Lessee shall fail to keep the Equipment in good repair and working order or to maintain insurance as required under this Agreement, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof or to obtain and maintain insurance for purposes of this Agreement. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) plus five percent (5%) per annum or the maximum amount permitted by law, whichever is less.

## ARTICLE VIII

*Section 8.01. Damage, Destruction and Condemnation.* If, prior to the termination of the Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to prepay the obligations hereunder in accordance with Section 10.01(b).

If Lessee elects to replace any item of the Equipment (the “*Replaced Equipment*”) pursuant to this Section, the replacement equipment (the “*Replacement Equipment*”) shall be new or of a quality, type, utility and condition at least as good as the Replaced Equipment, shall be of equal or greater value than the Replaced Equipment and shall provide at least the same level of energy and/or operational savings expected in the aggregate from the Replaced Equipment prior to such casualty, destruction or condemnation and shall have an expected remaining useful life at least through the end of the scheduled Lease Term. Lessee shall grant to Lessor a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor’s security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute “*Equipment*” for purposes of this Agreement. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment date after the occurrence of a casualty event or be required to exercise its option to prepay the obligations hereunder with respect to equipment in accordance with Section 10.01(b).

For purposes of this Article, the term “*Net Proceeds*” shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys’ fees, incurred in the collection thereof.

*Section 8.02. Insufficiency of Net Proceeds.* If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Casualty Value *plus* all other amounts then owing hereunder, and, upon such payment, the Lease Term shall terminate and Lessor’s security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after paying the applicable Casualty Value *plus* all other amounts then owing hereunder shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

## ARTICLE IX

*Section 9.01. Disclaimer of Warranties.* Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee’s acquisition of the Equipment shall be on an “as is” basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, any Vendor Agreement, the Equipment or the existence, furnishing, functioning or Lessee’s use of any item, product or service provided for in this Agreement.

*Section 9.02. Vendor's Agreements; Warranties.* Lessee covenants that it shall not in any material respect amend, modify, rescind or alter any Vendor Agreement without the prior written consent of Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default under this Agreement and so long as no Event of Non-appropriation has occurred, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor hereunder, including the right to receive full and timely Rental Payments. Lessee expressly acknowledges that Lessor makes and has made no representations or warranties whatsoever as to the existence or the availability of such warranties relating to the Equipment.

## ARTICLE X

*Section 10.01. Prepayment Option.* Lessee shall have the option to prepay or satisfy all its obligations hereunder, at the following times and upon the following terms:

(a) *Optional Prepayment in Whole.* Lessee shall not have the option to prepay Rental Payments in whole prior to \_\_\_\_\_, 20\_\_\_\_. From and after \_\_\_\_\_, 20\_\_\_\_ (the "*Prepayment Option Commencement Date*") until and including \_\_\_\_\_, 20\_\_\_\_, Lessee may prepay in whole, on the Rental Payment dates specified in the Lease Payment Schedule, upon not less than thirty (30) days prior written notice, and upon payment in full of the sum of all Rental Payments then due and all other amounts then owing hereunder plus the then applicable Prepayment Price of 102% of the principal component of Rental Payments outstanding plus accrued interest thereon. From and after \_\_\_\_\_, 20\_\_\_\_ until and including \_\_\_\_\_, 20\_\_\_\_, Lessee may prepay in whole, on the Rental Payment dates specified in the Lease Payment Schedule, upon not less than thirty (30) days prior written notice, and upon payment in full of the sum of all Rental Payments then due and all other amounts then owing hereunder plus the then applicable Prepayment Price of 101% of the principal component of Rental Payments outstanding plus accrued interest thereon;

(b) *Casualty or Condemnation Prepayment.* In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day specified in Lessee's notice to Lessor of its exercise of the prepayment option (which shall be the earlier of the next Rental Payment date or 90 days after the casualty event) upon payment in full to Lessor of the Rental Payment then due plus the then applicable Casualty Value plus all other amounts then owing hereunder (or, in the event such prepayment occurs on a date other than a Rental Payment date, the sum of (i) the Casualty Value relating to the Rental Payment immediately prior to the date of such prepayment plus (ii) accrued interest at the Contract Rate (or the Taxable Rate if then in effect) on the unpaid principal balance relating to the Rental Payment immediately prior to the date of such prepayment, plus all other amounts then owing hereunder) plus all other amounts then owing hereunder;

(c) *Extraordinary Prepayment in Part.* Prior to \_\_\_\_\_, 20\_\_\_\_, on any Rental Payment Date following the District's receipt of any tax credit proceeds received under the Inflation Reduction Act of 2022 for the Equipment, upon not less than thirty (30) days prior written notice, the Lessee may exercise a one-time extraordinary prepayment up to a total amount of \$ \_\_\_\_\_

(at a price of 100% of such prepaid principal component plus accrued interest thereon to the prepayment date) which principal amount shall be applied by Lessor to the unpaid principal component of Rental Payments owing hereunder either in the inverse order of the Rental Payment dates or on a pro rata basis, at the option of the Lessee; or

(d) *Payment in Full.* Upon the expiration of the Lease Term on \_\_\_\_\_, 20\_\_\_, upon payment in full of all Rental Payments then due and all other amounts then owing hereunder to Lessor.

After payment of the applicable Prepayment Price or Casualty Value and all Rental Payments payable under this Agreement and all other amounts owing hereunder under Section 10.01(a), (b) or (c) hereof, Lessor's security interests in and to such Equipment will be terminated and Lessee will own the Equipment free and clear of Lessor's security interest in the Equipment.

## ARTICLE XI

### *Section 11.01. Assignment by Lessor.*

(a) Lessor's right, title and interest in and to this Agreement, the Rental Payments and any other amounts payable by Lessee hereunder, the Escrow Agreement, its security interest in the Equipment and Escrow Account, and all proceeds therefrom may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor, without the necessity of obtaining the consent of Lessee; provided, that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section 11.01 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust; provided such certificates are sold only on a private placement basis (and not pursuant to any public offering) to a purchaser(s) who represents that (i) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment, (ii) such purchaser understands that neither this Agreement nor certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an affiliate of Lessor, or a "Bank" as defined in Section 3(a)(2) of the Securities Act of 1933 or an investor each of whom Lessor reasonably believes is a "*qualified institutional buyer*" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an "*accredited investor*" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and (iv) it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933; provided further, that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under this Agreement with or to more than one individual or entity.

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address

of each such assignee; provided, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under this Agreement, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. During the Lease Term, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor's security interest in and to the Equipment and all rights in, to and under this Agreement related to such Equipment, and all of Lessor's security interest in and to the Collateral, or all rights in, to and under the Escrow Agreement.

(c) If Lessor notifies Lessee of its intent to assign this Agreement, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgment of Assignment substantially in the form of *Exhibit H* attached hereto within five (5) business days after its receipt of such request.

*Section 11.02. Assignment and Subleasing by Lessee.* None of Lessee's right, title, and interest in, to and under this Agreement or any portion of the Equipment or the Escrow Agreement, the Escrow Account or any other Collateral may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.

## ARTICLE XII

*Section 12.01. Events of Default Defined.* Any of the following events shall constitute an "Event of Default" under this Agreement:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under this Agreement within ten (10) days after the date when due as specified herein, (ii) maintain insurance as required herein, or (iii) observe and perform any covenant, condition or agreement on its part to be observed or performed under Section 6.01 or 6.02 hereof;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

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

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor, or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of \$100,000.00;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, liquidation, readjustment, moratorium or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

*Section 12.02. Remedies on Default.* Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be immediately due and payable;

(b) With or without terminating the Lease Term, Lessor may enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee and other amounts hereunder that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies hereunder, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities hereunder or the Equipment;

(c) Lessor may terminate the Escrow Agreement and apply any proceeds in the Escrow Account to the Rental Payments scheduled to be paid hereunder; and

(d) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement or the Escrow Agreement or as a secured party in any or all of the Equipment or the Escrow Account.

*Section 12.03. 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 hereunder 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 or 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 in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

### ARTICLE XIII

*Section 13.01. Notices.* All notices, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

*Section 13.02. Binding Effect.* This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

*Section 13.03. 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 hereof.

*Section 13.04. Amendments, Changes and Modifications, Entire Agreement.* This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof, and no waiver, consent, modification, amendment or change of terms shall bind any party unless in writing signed by both parties.

*Section 13.05. Execution in Counterparts.* This Agreement 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; *provided*, that only Counterpart No. 1 of this Agreement shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

*Section 13.06. Applicable Law; Venue; Waiver of Jury Trial.* This Agreement shall be governed by and construed in accordance with the laws of the State. The parties hereto consent and submit to the jurisdiction of the State and venue in any state or Federal court of such State for the purposes of any suit, action or other proceeding arising in connection with this Agreement, and each party expressly waives any objections that it may have to the venue of such courts. The parties hereto expressly waive any right to trial by jury in any action brought on or with respect to this Agreement.

*Section 13.07. 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 sections of this Agreement.

*Section 13.08. Transactional Conflicts of Interest.* As required by the provisions of the Section 38-511 of the Arizona Revised Statutes, notice is hereby given that Lessee may, within three (3) years of the execution hereof, cancel this Agreement without penalty or further obligations, if any person significantly involved in initiating, negotiation, securing, drafting or creating this Agreement on behalf of the Lessee is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of the Lessor or a consultant to the Lessor with respect to the subject matter of this Agreement. The cancellation shall be effective when written notice from the Lessee is received by the Lessor unless the notice specifies a later time. As of the date of this Agreement, Lessee represents that no person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of Lessee is an employee, agent or consultant to Lessor.

*Section 13.09. No Advisory or Fiduciary Relationship.* In connection with all aspects of each transaction contemplated by this Agreement (including in connection with any amendment, waiver or other modification hereof or of any other related document), the Lessee acknowledges and agrees that: (a) (i) the transactions regarding this Agreement provided by the Lessor and any affiliate thereof are arm's-length commercial transactions between the Lessee, on the one hand, and the Lessor and its affiliates, on the other hand, (ii) the Lessee has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Lessee is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and by the other related documents; (b) (i) the Lessor and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Lessee, or any other person and (ii) neither the Lessor nor any of its affiliates has any obligation to the Lessee with respect to the transactions contemplated by this Agreement except those obligations expressly set forth herein and in the other related documents; and (c) the Lessor and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Lessee, and neither the Lessor nor any of its affiliates has any obligation to disclose any of such interests to the Lessee. To the fullest extent permitted by law, the Lessee, hereby waives and releases any claims that it may have against the Lessor or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated by this Agreement.

*Section 13.10. Entire Agreement.* The parties agree that this Agreement constitutes the final and entire agreement between the parties superseding all conflicting terms or provisions of any prior proposals, term sheets, solicitation documents, requests for proposals, award notices, approval letters or any other agreements or understandings between the parties.

*Section 13.11. Electronic Signatures.* The Related Documents may be executed and delivered by facsimile signature or other electronic or digital means (including, without limitation, Adobe's Portable Document Format ("PDF")). Any such signature shall be of the same force and effect as an original signature, it being the express intent of the parties to create a valid and legally enforceable contract between them. The exchange and delivery of the Related Documents and the

related signature pages via facsimile or as an attachment to electronic mail (including in PDF) shall constitute effective execution and delivery by the parties and may be used by the parties for all purposes. Notwithstanding the foregoing, at the request of either party, the parties hereto agree to exchange inked original replacement signature pages as soon thereafter as reasonably practicable.

[Signatures on following pages]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:  
Banc of America Public Capital Corp  
11333 McCormick Road  
Hunt Valley II  
M/C MD5-032-07-05  
Hunt Valley, MD 21031  
Attention: Contract Administration  
Fax No. (443) 541-3057

LESSEE:  
Flowing Wells Unified School District No. 8  
of Pima County, Arizona  
1556 W. Prince Road  
Tucson, Arizona 85705  
Attn: Business Services Department

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
President, Governing Board

Attest:

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

Counterpart No. \_\_\_\_\_ of \_\_\_\_\_ manually executed and serially numbered counterparts. To the extent that this Agreement constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security interest or ownership herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

**LIST OF EXHIBITS**

- Exhibit A -- Equipment Schedule
- Exhibit B -- Lease Payment Schedule
- Exhibit C -- Form of Incumbency and Authorization Certificate
- Exhibit D -- Form of Opinion of Lessee Counsel
- Exhibit E -- Form of Final Acceptance Certificate
- Exhibit F -- [Reserved]
- Exhibit G -- [Reserved]
- Exhibit H -- Form of Notice and Acknowledgment of Assignment
- Exhibit I -- Escrow and Account Control Agreement

**EXHIBIT A**

**EQUIPMENT SCHEDULE**

The Equipment includes, but is not limited to, all of the equipment, fixtures and other goods and property acquired with the proceeds of the Agreement and includes, but is not limited to, all the equipment, fixtures and other goods and property installed and acquired pursuant to the terms of the Agreement and the Veregy Agreement and includes, but is not limited to, various energy conservation measures, as all such equipment, fixtures and other goods and property is further described in “Attachment A – Scope of Work” to the Veregy Agreement, as well as below and located at the following locations:

[to be inserted]

**EXHIBIT B**

**LEASE PAYMENT SCHEDULE**

---

[TO BE INSERTED]

*Contract Rate.* The Contract Rate is \_\_\_\_\_% per annum.

*Prepayment Option Commencement Date.* For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date is \_\_\_\_\_, 20\_\_\_\_.

Dated: May \_\_\_\_\_, 2025

**LESSOR:**

Banc of America Public Capital Corp

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LESSEE:**

Flowing Wells Unified School District No. 8  
of Pima County, Arizona

By: \_\_\_\_\_  
Name: Kevin Daily  
Title: President, Governing Board

[Signature page to Lease Payment Schedule]

**EXHIBIT C**

**FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE**

The undersigned, a duly elected or appointed and acting Clerk to the Governing Board of the Flowing Wells Unified School District No. 8 of Pima County, Arizona (“*Lessee*”) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the “*Officials*”) in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute, in writing or electronically, and deliver the Tax-Exempt Equipment Lease/Purchase Agreement, dated as of May \_\_\_\_, 2025, by and between Lessee and Banc of America Public Capital Corp (“*Lessor*”), the Escrow and Account Control Agreement, dated as of May \_\_\_\_, 2025, among Lessee, Wilmington Trust, National Association, as Escrow Agent, and Lessor, that certain Guaranteed Energy Services Agreement dated \_\_\_\_, 2025 between Veregy West, LLC (“*Veregy West*”) and Lessee (together with all schedule, exhibits, and other documents attached thereto or incorporated therein, collectively, the “*Energy Services Agreement*”), that certain Energy Guarantee and Schedule of Savings dated \_\_\_\_, 2025 between Veregy West and Lessee (together with all schedule, exhibits, and other documents attached thereto or incorporated therein, collectively, the “*Guarantee Agreement*”), and that certain Design and Build Solar Installation Agreement (and Solar Design and Installation Agreement) dated \_\_\_\_, 2025 between Veregy DER & Electrical, LLC (“*Veregy DER*”) and Lessee (together with all schedule, exhibits, and other documents attached thereto or incorporated therein, collectively, the “*Solar Agreement*”), as modified by that certain Memorandum of Understanding dated May \_\_\_\_, 2025, among Veregy West, Veregy DER, Lessee, Lessor, and Veregy, and all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the “*Agreements*”), and these Agreements are each the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

<u>Name of Official</u>	<u>Title</u>	<u>Signature</u>
Kevin Daily	President, Governing Board	_____
Dr. Kevin Stoltzfus	Superintendent	_____
Stacy Trueblood	Chief Financial Officer	_____

Dated: May \_\_\_\_, 2025

Attested by: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(The signer of this Certificate cannot be listed above as authorized to execute these Agreements.)

**EXHIBIT D**

**FORM OF OPINION OF COUNSEL TO LESSEE**

May \_\_\_\_\_, 2025

Flowing Wells Unified School District No. 8  
of Pima County, Arizona  
1556 W. Prince Road  
Tucson, Arizona 85705

Banc of America Public Capital Corp  
11333 McCormick Road  
Mail Code: MD5-032-07-05  
Hunt Valley, MD 21031

Re: Flowing Wells Unified School District No. 8 of Pima County, Arizona  
Tax-Exempt Equipment Lease/Purchase Agreement  
with Banc of America Public Capital Corp

Ladies and Gentlemen:

We are furnishing this opinion in connection with the Tax-Exempt Equipment Lease/Purchase Agreement between Banc of America Public Capital Corp (“*Lessor*”) and Flowing Wells Unified School District No. 8 of Pima County, Arizona (“*Lessee*”).

In connection with this opinion, we have examined such matters of law as we deemed necessary and the following documents (collectively, the “*Lessee Documents*”):

(a) An executed copy of the Tax-Exempt Equipment Lease/Purchase Agreement by and between Lessor and Lessee, dated as of May \_\_\_\_\_, 2025 (the “*Lease*”);

(b) An executed copy of the adopted resolution by the Governing Board of Lessee on April 22, 2025, authorizing the execution, delivery and performance of the Lease and related documents by Lessee (collectively, the “*Resolution*”);

(c) An executed counterpart of the Escrow and Account Control Agreement, dated as of May \_\_\_\_\_, 2025 (the “*Escrow Agreement*”), among Lessor, Lessee, and Wilmington Trust, National Association, as Escrow Agent;

(d) Executed counterparts of the Guaranteed Energy Services Agreement dated \_\_\_\_\_, 2025 between Veregy West, LLC (“*Veregy West*”) and Lessee (together with all schedule, exhibits, and other documents attached thereto or incorporated therein, collectively, the “*Energy Services Agreement*”), that certain Energy Guarantee and Schedule of Savings dated \_\_\_\_\_, 2025 between Veregy West and Lessee (together with all schedule, exhibits, and other documents attached thereto or incorporated therein, collectively, the “*Guarantee Agreement*”), and that certain Design and Build Solar Installation Agreement (and Solar Design and Installation Agreement) dated \_\_\_\_\_, 2025 between Veregy DER & Electrical, LLC (“*Veregy DER*”) and Lessee (together with all schedule, exhibits, and other documents attached thereto or incorporated therein, collectively, the “*Solar Agreement*”); and

(e) An executed copy of the Closing Certificate, Certificate as to Arbitrage, and Certificate of Board Members, dated May \_\_\_\_, 2025, including the Resolution, minutes and agenda attached to the Closing Certificate and Certificate as to Arbitrage, relating to Lessee's adoption of the Resolution and compliance with Arizona Open Meeting Laws in connection with the meeting at which the Resolution was adopted (the "*Certificate*").

As to matters of fact, we have relied solely on our actual knowledge, on the Resolution and the Certificate, and on representations of the Assistant Superintendent of Business and Development of the Lessee, with respect to the appropriation of moneys and compliance with public bidding laws.

In rendering this opinion, we have assumed, without inquiry:

(a) The authenticity of all documents submitted to us as certified copies of the originals, and the conformity of such copies to the originals as they are finally executed and delivered by Lessee and Lessor;

(b) That the Lease has been or will be duly authorized, executed and delivered by Lessor;

(c) That the Lease constitutes a valid, legal and binding obligation of Lessor enforceable against Lessor in accordance with its terms; and

(d) That the Lease accurately describes and contains the mutual understandings of the parties, and that there are not oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms thereof.

Based upon the foregoing, and subject to all the assumptions, qualifications and limitations set forth herein, we are of the opinion that:

1. Lessee is a school district and political subdivision duly organized and existing under the laws of the State of Arizona.

2. Lessee is authorized and has power under applicable law to enter into the Lessee Documents and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Lessee Documents have been duly authorized, approved, executed and delivered by and on behalf of Lessee. The Lessee Documents are legal, valid and binding obligations of Lessee enforceable in accordance with their respective terms.

4. The authorization, approval and execution of the Lessee Documents by Lessee and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, procurement and public bidding laws and all other laws, rules and regulations of the United States of America and the State of Arizona.

5. The execution of the Lease and the appropriation of moneys to pay the payments coming due thereunder do not result in the violation of any constitutional provision or statutory laws of the State of Arizona.

6. Based solely on the Certificate, there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lessee Documents, or the security interest of

Lessor or its assigns, as the case may be, in the Equipment, the Escrow Account (each as defined in the Lease) or other collateral thereunder.

7. The adoption, execution and/or delivery of the Lessee Documents, and the compliance by the Lessee with its provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.

8. The portion of Rental Payments designated as interest under the Lease is excluded from gross income for federal income tax purposes under Section 103 of the Code and is exempt from State of Arizona personal income taxes; and such interest is not a specific item of tax preference or other collateral for purposes of the federal individual alternative minimum taxes; however, for tax years beginning after December 31, 2022, with respect to applicable corporations as defined in Section 59(k) of the Code, such interest may be taken into account in determining adjusted financial statement income for the purposes of computing the alternative minimum tax imposed on such corporations.

All of the opinions set forth above are also subject to the following qualifications, limitations and exceptions:

(a) The opinions expressed herein are limited to matters governed by the laws of the United States of America and the State of Arizona.

(b) The opinions expressed herein are based upon the law in effect on the date hereof, and we assume no obligation to revise or supplement them if the law is changed by legislative action, judicial decision or otherwise.

(c) All of the opinions in this letter are subject to (i) all applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium and other similar laws; (ii) the qualification that certain waivers, restrictions and remedies provided for in the Lease, including without limitation certain indemnification obligations imposed on a school district, may be wholly or partially unenforceable against a school district or under Arizona law; and (iii) limitations affecting rights or the enforceability of remedies imposed by public policy and equitable principles as applied by the courts.

The foregoing opinion is solely for your benefit in connection with the Lease. This opinion may be relied on by your successors and permitted assigns, on the condition and understanding that (i) this opinion is given as of the date hereof, (ii) we have no responsibility or obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur, (iii) any such reliance by a future assignee must be actual and reasonable under the circumstances existing at the time of assignment, including any changes in law, facts or any other developments known to or reasonably knowable by the assignee at such time and (iv) it is noted that we have not reviewed any documents purporting to assign any interest in the Lease and are expressing no opinion regarding the effect of any assignment on the treatment for federal income tax purposes of the interest portion of the Rental Payments received by assignees under any assignment.

GUST ROSENFELD P.L.C.

**EXHIBIT E**

**FORM OF FINAL ACCEPTANCE CERTIFICATE**

Banc of America Public Capital Corp  
11333 McCormick Road  
Mail Code: MD5-032-07-05  
Hunt Valley, MD 21031

Attn: Contract Administration

Re: Tax-Exempt Equipment Lease/Purchase Agreement, dated as of May \_\_\_\_\_, 2025, between Banc of America Public Capital Corp, as Lessor, and Flowing Wells Unified School District No. 8 of Pima County, Arizona, as Lessee

Ladies and Gentlemen:

In accordance with the above-referenced Tax-Exempt Equipment Lease/Purchase Agreement (the “*Agreement*”), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed, is operating in a manner consistent with the manufacturer’s intended use and has been inspected and finally accepted by Lessee for all purposes on the date hereof and title thereto has transferred to Lessee and any security interest of Vendor therein has been released.

2. Lessee has conducted such inspection and testing of the Equipment as it deems necessary and appropriate and all of the Equipment has been delivered, installed and is unconditionally accepted for all purposes by Lessee, and title to the Equipment has transferred to Lessee and any security interest of Vendor therein has been released.

3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement are true and correct as of the date hereof.

5. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or Event of Nonappropriation (each as defined in the Agreement) exists or is threatened at the date hereof.

6. No Material Adverse Change has occurred since the date of the execution and delivery of the Agreement.

Dated: May \_\_\_\_\_, 2025

LESSEE: Flowing Wells Unified School District  
No. 8 of Pima County, Arizona

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT F**

**RESERVED**

**EXHIBIT G**

**[RESERVED]**

**EXHIBIT H**

**FORM OF NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT**

Dated: \_\_\_\_\_, 20\_\_

BANC OF AMERICA PUBLIC CAPITAL CORP (“*Assignor*”) hereby gives notice that it has assigned and sold to \_\_\_\_\_ (“*Assignee*”) all of Assignor’s right, title and interest in, to and under the Tax-Exempt Equipment Lease/Purchase Agreement, dated as of May \_\_\_\_\_, 2025 (the “*Agreement*”), between Assignor and the Flowing Wells Unified School District No. 8 of Pima County, Arizona (“*Lessee*”), together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Agreement, all of Assignor’s right, title and interest in the Equipment (as defined in the Agreement), and all of Assignor’s right, title and interest in, to and under the Escrow and Account Control Agreement, dated as of May \_\_\_\_\_, 2025 (the “*Escrow Agreement*”), by and among Wilmington Trust, National Association, as escrow agent, the Lessee, and Assignor, together with the Escrow Account related thereto (collectively, the “*Assigned Property*”).

1. In accordance with the terms of the Agreement, Lessee hereby consents to and acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Agreement in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Agreement and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Agreement, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Default or an Event of Non-appropriation; and (ii) except as provided in Section 3.03 of the Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in the Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Notice and Acknowledgment of Assignment (this “*Acknowledgment*”), the following information about the Agreement is true, accurate and complete:

Number of Rental Payments Remaining	_____
Amount of Each Rental Payment	See Lease Payment Schedule
Total Amount of Rental Payments Remaining	\$ _____
Frequency of Rental Payments	_____
Next Rental Payment Due	_____
Funds Remaining in Escrow Account	\$ _____

4. The Agreement remains in full force and effect, has not been amended and no Event of Non-appropriation or Event of Default described therein (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred or is threatened.

5. Any inquiries of Lessee related to the Agreement and any requests for disbursements from the Escrow Account, if applicable, and all Rental Payments and other amounts coming due pursuant to the Agreement on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

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

**ACKNOWLEDGED AND AGREED:**

LESSEE:  
FLOWING WELLS UNIFIED SCHOOL DISTRICT NO. 8  
OF PIMA COUNTY, ARIZONA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNOR:  
BANC OF AMERICA PUBLIC CAPITAL CORP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT I**

**ESCROW AND ACCOUNT CONTROL AGREEMENT**

[See Transcript Item No. 3]

FLOWING WELLS SCHOOL DISTRICT  
Board Agenda Item

G-2 April 22, 2025  
Agenda Item Number Board Meeting Date

Item: Recommend Approval to Renew the Southwest Foodservice Excellence Contract for FY 2025-2026

Submitted By: Dr. Kevin Stoltzfus/Stacy Trueblood Date: April 16, 2025

Will Be Presented By: Dr. Kevin Stoltzfus/Stacy Trueblood

District administration recommends the current Food Service Management Company Contract with Southwest Foodservice Excellence, LLC be renewed for an additional 12-month period from July 1, 2025 to June 30, 2026. The original award of this contract was for one year (2024-2025 fiscal year) with four additional renewal years possible. This is the first renewal.

Estimated Cost \$ \_\_\_\_\_  See Additional Information Attached

Recommended Action:

Approve  Disapprove  Table  No Action Required

Division Head: *Stacy Trueblood* Superintendent: *Kevin Stoltzfus*

Board Action: M: \_\_\_\_\_ S: \_\_\_\_\_ A: \_\_\_\_\_ N: \_\_\_\_\_ C: \_\_\_\_\_

FLOWING WELLS SCHOOL DISTRICT  
Board Agenda Item

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G-3	April 22, 2025
Agenda Item Number	Board Meeting Date

Item: Recommend Approval of Renewed IGA with Pima Joint Technical Education District (JTED)

Submitted By: Dr. Kevin Stoltzfus Date: April 16, 2025

Will Be Presented By: Dr. Kevin Stoltzfus

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District administration recommends approval to renew our IGA with Pima JTED for Fiscal Year 2025-2026. No significant changes exist between this version and the prior IGA.

---

Estimated Cost \$ \_\_\_\_\_  See Additional Information Attached

Recommended Action:

Approve       Disapprove       Table       No Action Required

Division Head: \_\_\_\_\_ Superintendent: Kevin Stoltzfus

Board Action: M: \_\_\_\_\_ S: \_\_\_\_\_ A: \_\_\_\_\_ N: \_\_\_\_\_ C: \_\_\_\_\_

# INTERGOVERNMENTAL AGREEMENT

by and between

**JTED**

and

**SATELLITE**

for

## Provision of Joint Technical Education Courses

This Intergovernmental Agreement (“Agreement”) is entered into as of the \_\_\_ day of \_\_\_\_, 2025, by and between the Pima County Joint Technical Education District, an Arizona joint technical educational district (hereinafter known as “JTED”), and **Flowing Wells Unified School District No. 8**, a political subdivision of the State of Arizona (hereinafter known as “Satellite District”), for the joint exercise of powers pursuant to A.R.S. §11- 952 *et seq.*, A.R.S. §15-342 and A.R.S. §15-393;

**WHEREAS**, the Parties are authorized to enter into this Agreement pursuant to A.R.S. §11-952 and A.R.S. §15-342 and A.R.S §15-393;

**WHEREAS**, the Parties want to provide joint technical education courses (“JTED Courses”) as a part of a joint technical education district program (“JTED Program”), as those terms are defined in A.R.S. §15-391, at a satellite location (“Satellite”) designated by the Satellite District, and to operate under a satellite model with the Satellite District continuing to provide the instructors and facilities for such courses;

**WHEREAS**, the Parties may want to provide JTED Courses and/or JTED Programs at satellite locations designated by Satellite District and to receive classes under the centralized model utilizing virtual or remote modalities to deliver classes. Satellite will continue to provide facilities and facilitators for the JTED Courses;

**NOW THEREFORE**, in consideration of the mutual agreements set forth, the Parties agree as follows:

### 1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which JTED will provide JTED Courses and a JTED Program which meet the criteria provided in A.R.S. §15-391.

### 2. Term

This Agreement shall commence and be effective on July 1, 2025, and shall be for a period of one (1) year, with annual review and possible renewal, unless terminated by either Party as

provided for in this Agreement. Payment, performance and obligations for any fiscal period are subject to the availability and appropriation of monies.

### **3. Termination**

This Agreement may be terminated by either Party upon written notice to the other Party given no later than thirty (30) days before the end of the semester; provided, however, that termination shall not become effective until the end of the current semester in which notice is given. Unless otherwise agreed in writing by the Parties, all property purchased by a JTED, or by a Satellite with JTED funding, under this Agreement shall remain the property of the JTED and shall be returned to the JTED by the Satellite when no longer in use or upon termination, whichever is sooner. The JTED shall, using the procedures specified in the Uniform System of Financial Records for Arizona School Districts (“USFR”), maintain an inventory of all equipment which the JTED supplies to the Satellite and which is to be returned to the JTED.

### **4. Financial Provisions for Enhancement of Existing Programs and for New and Emerging Programs at Existing Satellite Sites and Future Satellite Sites**

Each member district shall be eligible to receive a percentage of the ADM generated annually in JTED revenue (M&O) based upon aggregated ADM as provided by the Arizona Department of Education (ADE). Allocated funds will be distributed according to the terms and conditions set forth in the Satellite IGA. Allocated funds shall be budgeted on a current year funding basis as determined by ADE and shall be submitted to the JTED staff for final approval as requested by Satellite.

If available, the specific percentage allocation of funds to be distributed shall be set forth in Exhibit A attached to this Agreement. If the state budget for the fiscal year covered by this Agreement is not yet available, the fiscal year funding for the prior year shall be attached as Exhibit A-1, but this information is provided for reference only and is subject to change based on current year funding. The criteria used to determine the specific percentage of funds to be allocated to Satellite will be shared with Satellite annually, prior to or at the same time as the IGA for the following fiscal year is distributed.

### **5. Requirements under A.R.S. §15-393(L)**

**A. Financial Provisions and Format for Billing.** See Exhibit A.

(1) The services provided by the Parties shall be proportionally calculated in the cost of delivering the service.

(2) Payment for services shall not exceed the cost of the services provided. Unexpended funds remaining at the school year end will be used to decrease the reimbursement allocation in the next school year unless a written plan for the accumulation of funds is submitted by Satellite District utilizing JTED’s Carryforward System and approved by the JTED Governing Board no later than October of the current year.

(3) Payment obligations of JTED under this Agreement are conditioned upon receipt of funds from the State of Arizona or from funds received from tax levies. The obligations of Satellite are

conditioned upon the availability to Satellite of funds that may lawfully be used for such purpose.

**B. Accountability Provisions.** The Parties agree to cooperate as appropriate to ensure compliance of both Parties with required student testing schedules and procedures, reporting, data, and other requirements of applicable State and Federal law concerning accountability in educational programs. JTED may, at its expense, request an audit or accounting of expenditures by Satellite related to JTED Courses and JTED Programs.

**C. Responsibilities.**

(1) Responsibilities of JTED.

a. JTED will manage the joint technical education district.

b. JTED will be responsible for the content and quality of JTED Courses taught by the Satellite and shall maintain oversight of all JTED Satellite programs.

c. JTED will establish the standard for the quality of the teachers who instruct JTED Courses in accordance with the requirements of the Arizona Department of Education.

d. JTED may pay Satellite for providing facilities and instruction for JTED approved classes, or may reimburse other entities for facilities used by the Satellite in which to teach JTED Courses. JTED may distribute all or part of the funds it receives under A.R.S. §15- 977 (–Classroom Site Funds) and A.R.S. §15-979 (Instructional Improvement Funds) among the member districts in proportionate shares.

e. JTED shall provide professional development for Satellite District JTED Courses and JTED Program teachers. The nature, duration, frequency and type of professional development provided by JTED pursuant to this section shall be determined in the sole discretion of JTED, but professional development shall be scheduled in collaboration with the Satellite District.

f. JTED will adopt rules for admission of students in JTED funded programs. JTED will not approve enrollment, nor provide funds for tuition or fees, for students enrolled in Satellite Districts to attend any career and technical education ("CTE") course at any community college if the same or substantially similar CTE course is offered by the Satellite District, has space availability for the student to take the CTE course within the Satellite District, and the Satellite District will permit the student to take the course if it is offered at a school other than the one in which the student is enrolled, unless the student is already enrolled in the Satellite course. A Satellite District will not approve a Satellite District enrolled student's enrollment in a CTE course offered by a community college under such circumstances unless the CTE Director of the Satellite District authorizes such enrollment in writing and provides such authorization to JTED.

g. JTED shall provide ongoing evaluation and support services to Satellite District JTED Courses and JTED Programs. The nature, duration, frequency and type of evaluation and support services provided by JTED pursuant to this section shall be determined at the sole discretion of JTED, but JTED will provide advance written notice no less than ten (10)

business days before a visit to Satellite District of JTED's visits to Satellite for evaluation and support.

h. JTED will maintain an itemized listing of goods and services provided to Satellite District and which are paid for by the retention of funds generated by the enrollment of students in JTED Satellite programs, which may include the professional development services and evaluation services required under sections 4(C)(1)(e) and (g), above. JTED shall provide said itemized list to Satellite District within thirty (30) calendar days of receipt of a request for same from Satellite.

i. JTED shall submit the report required by A.R.S. §15-393.01 in the manner mandated by said statute no later than December 31st of year for which this Agreement is in effect.

j. If Satellite is operating under a traditional block schedule, JTED shall count for the purposes of ADM reporting the first fifty-five (55) minutes of the block as time spent by the student in a JTED program, and allow Satellite District to count the remainder of the block as time spent by the student in Satellite programs.

k. JTED will seek the input of a variety of stakeholders (satellite districts, post-secondary institutions, industry and community partners, parents, and students) in the development of JTED Courses and Programs. Based on the input provided by stakeholders, JTED will develop a Strategic Plan for the development of JTED Courses and Programs.

l. JTED will inform Satellite Districts of any change to member district allocations prior to JTED Governing Board consideration.

m. JTED will cooperate with and consult member districts concerning proposed changes, revisions or modifications to this Agreement and to any future agreements prior to and including proposed changes or revisions in this or future agreements. Such consultation shall include an annual meeting with members of Satellite District's administrative team (e.g. superintendent, assistant superintendent, and/or chief financial officer, as determined by Satellite District).

(2) Responsibilities of Satellite District. Failure of Satellite District to comply with any of the reporting requirements of this Paragraph (2) may result in JTED withholding funds to the Satellite District on a temporary or long-term basis.

a. Satellite District shall upload Satellite student attendance data into the ADE SAIS AzEDs system at least every twenty (20) days in order to receive funding as agreed upon in this Agreement. Satellite District will be compliant with ADE reporting standards and work with JTED to correct data errors.

b. Satellite Districts shall work with ADE to amend Average Daily Membership (ADM) reports, through the §15-915 process, when JTED discovers ADM errors which must be addressed by the Satellite District

c. To facilitate equitable representation of the Satellite District and engage communication among JTED and member districts, Satellite District will designate a dedicated District CTE/JTED Local Director or similar position, to serve as the primary liaison to Pima JTED and

attend monthly meetings with other Directors and to lead Satellite District JTED Satellite Program Evaluation and continuous improvement processes. Satellite District will provide the instruction in JTED Courses offered under this Agreement at Satellite through Satellite teachers who shall remain employees of Satellite District and subject to Satellite District's employment policies. However, Satellite may, to the extent permitted under A.R.S. §15-537 and the personnel policies of Satellite District, consult with and consider the input received from JTED in teacher evaluations. If concerns regarding the quality of the program are identified to Satellite District and/or school administration by either the JTED program review process or other means, including compliance monitoring by the Arizona Department of Education, the Satellite District will confer with JTED regarding recommendations for improvement of the program. If the Satellite and JTED are operating on a centralized model basis, then this provision shall not apply. At the Satellite's request, JTED may provide a teacher or instructional coach or coach a course offered by the Satellite if the Satellite has a new teacher or unfilled position.

d. Satellite District will provide course/program eligibility documents for each potential new JTED Course prior to the beginning of the school year for which the Satellite District intends to seek allocation.

e. Satellite District shall provide a fund balance report for Fund 596 prior to August 15<sup>th</sup> of each fiscal year showing the current cash balance. If Satellite District cannot meet this deadline, prior notification shall be sent to Pima JTED by August 10<sup>th</sup>, at which time Pima JTED will establish an extended deadline for submission. Satellite District shall not hold a positive cash balance of more than 5% of the Satellite District's current year allocation, except that the allocation for the Satellite program shall not exceed the cost of the program under A.R.S. §15-393(L)(9), unless otherwise authorized by the JTED.

f. Satellite District will provide necessary facilities, equipment, supplies, maintenance, property and liability insurance, and instructional staff to conduct the JTED Courses and ensure the Satellite instructional staff, to the best of Satellite District's ability, are given the opportunity to attend the tuition-free professional development and CTE teacher certification courses offered by Pima JTED. If the Satellite District uses JTED funds to construct or renovate a facility located on the Satellite District campus or on property owned by the Satellite District, the facility shall, except for occasional other uses mutually agreed upon between the Parties, be used only for career and technical education programs offered by the JTED and must be made available to all qualified students who live within the JTED. In the event the facility is no longer used only for career and technical education programs offered by the JTED, the Satellite District shall, unless the Parties otherwise agree, reimburse the JTED for the depreciated cost of the construction and/or renovation as determined by generally accepted accounting principles.

g. Satellite and Satellite District will be responsible for student discipline in JTED Courses or Programs taught by Satellite District. However, Satellite may, to the extent permitted by A.R.S. §15-841 and the student discipline policies of the Satellite District, consult with and consider the concerns of JTED with respect to this issue.

h. Satellite District will insure, repair and maintain all property and equipment purchased by JTED for use in JTED Courses taught by Satellite while in the possession of Satellite. Any equipment purchased by the JTED or with funds provided by the JTED must be ordered, installed or available for use by students no later than two months after

the equipment has been purchased. All equipment purchased with JTED funds, without regard to price, shall be tagged and accounted for by the Satellite District. Equipment shall be defined as an article of nonexpendable personal property with a purchase price of \$200 or greater and a life expectancy of greater than one (1) year. The Satellite District shall make available for audit purposes a complete list of JTED-funded items. The Satellite District will return, or dispose of when mutually agreed upon beforehand, the property and equipment owned by JTED when the property and equipment is no longer used by Satellite for JTED Courses. Disposal of equipment must comply with State regulations, with the equipment first being offered for return to the JTED. The Satellite District will follow State disposal guidelines if the JTED chooses not to receive the equipment back from the Satellite District. In the event Satellite has installed computer software in JTED-owned computers, Satellite may remove such software from the JTED-owned computer prior to removing the computer from the Satellite site.

i. Satellite District holds responsibility for submitting reimbursement requests for Satellite Course and Satellite Program expenses and shall use any monies received pursuant to this Agreement to supplement and not supplant base year career and technical education and JTED Courses and amounts for directly related equipment and facilities. Satellite District agrees that in order to enhance and not supplant career and technical education as required by A.R.S. §15-393(D)(7) and (8), Satellite District will continue to allocate monies at a level equal to what was spent on career and technical educational and vocational programs in the base year to such programs or directly related equipment or facilities during the term of this Agreement. For purposes of this section, the amount spent in the base year shall be determined and adjusted as appropriate based on the definition and discussion in Memo 219 of the State Auditor General.

j. Except the first year a Satellite has joined a JTED, by October 15<sup>th</sup> of each year, Satellite shall complete and submit to JTED all of the following for the previous fiscal year:

(i) The State Auditor General's Memo 219 worksheet; and

(ii) All supporting documentation used to substantiate the figures reported on the State Auditor General's Memo 219 worksheet.

k. Satellite District will provide a final expense report to Pima JTED for Fund 596 by August 15<sup>th</sup> of each year to be funded with prior year allocation monies. If Satellite District cannot meet this deadline, prior notification must be sent to Pima JTED by August 10<sup>th</sup>, at which time Pima JTED will establish an extended deadline for submission. Satellite District must provide Pima JTED with a plan to spend any monies held in Fund 596 that exceed 5% of the Satellite District's prior year allocation before seeking additional reimbursement from the current year allocation.

l. Satellite District will comply with all applicable state, federal and JTED safety procedures and regulations.

m. Satellite District will cooperate with JTED to provide JTED with timely information for purposes of generating the itemized list required in Section 4(C)(2)(i) above and any reports required by A.R.S. §15-393.

n. Satellite District shall provide JTED with any and all documentation requested by JTED for the purposes of generating the report required by A.R.S. §15-393.01 by no later than November 30<sup>th</sup> of the then current JTED fiscal year. Satellite District shall provide any documentation requested by JTED after November 30<sup>th</sup> of the then current JTED fiscal year for the purposes of complying with A.R.S. §15-393.01 in a timely manner.

o. Satellite District will receive and utilize as it deems appropriate its proportionate share of all funds, if any, generated from the JTED enrollment under A.R.S. §15-977 (Classroom Site Funds) and A.R.S. §15-979 (Instructional Improvement Fund), except that all funds received by Satellite District under this paragraph must be used on approved JTED Courses or Programs.

p. Satellite District will submit to JTED biannual attestations by all Supervisors who supervise Employees funded entirely or in part by JTED stating that said Employees perform only those duties that benefit JTED Courses, JTED Programs, and/or JTED students for the period of time (all or in part) that the Employee is funded by JTED.

q. Satellite District will maintain all birth certificates, proof of residency, attendance records, IEP/504 information, Free and Reduced Lunch status, demographic data, discipline records, shot records and other student data that can improve student learning experiences for JTED Central Campus students who are also enrolled in the Satellite District. Satellite District will provide JTED access to copies of said records upon request as necessary to carry out the terms of this Agreement and JTED will limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record.

r. Satellite District will prominently display the JTED name and/or logo and/or the statement “Enhanced by JTED” or “Powered by JTED” on every press release, social media post or public promotional material either in print or in electronic form that mentions and/or highlights any JTED satellite program. JTED will prominently display the Satellite District name and/or logo on every press release, social media post or public promotional material either in print or in electronic form that mentions and/or highlights any Satellite District program.

s. Satellite District will permit JTED personnel, through a mutually agreed-upon plan between Satellite District and JTED staff, to promote JTED courses and programs (including Project Search Programs) that are held at JTED’s central campuses to Satellite District students through in-person and electronic outreach activities at Satellite District. Any such outreach shall be scheduled and coordinated in collaboration with the Satellite District.

t. Satellite District will seek the input of a variety of stakeholders (Pima JTED, other Satellite Districts, post-secondary institution, industry and community partners, parents, and students) in the development of JTED courses and Programs.

u. To the extent required by law, Satellite District will provide special education services to its own exceptional education students for both Satellite and central JTED students as required by

A.R.S. § 15-764 as JTED is not subject to A.R.S. §15-764 and as such, does not receive any funding to support those services. Students are considered Satellite District's "own exceptional education students" when Satellite District receives funding for them from the state through Group B weights. JTED will implement accommodations under 504/IDEA as appropriate. A separate IGA between Satellite District and Pima JTED for Satellite District students enrolled in Pima JTED Project Search will detail service and financial arrangements.

**D. Type of Instruction.** All new proposed Satellite courses must be submitted to and approved by the JTED Governing Board by the first day of instruction. All classes that may generate funding must meet the criteria for programs as required by law. All Satellite District teachers are required to follow these criteria. Satellite District shall submit all requests for approval or addition of Satellite District JTED Courses or JTED Programs directly to JTED.

JTED will consult with member districts regarding any possible duplication of courses provided by JTED and the member districts.

**E. Quality of Instruction.** JTED Course shall mean a course which is part of a sequence of courses taught as a JTED Program and which meets the criteria identified in A.R.S. §§15-391(3) and (5).

**F. Enrollment.**

(1) JTED will coordinate enrollment and registration with the staff of each Satellite.

(2) Satellite District and JTED must verify student eligibility in classes approved by the JTED Governing Board.

(3) Satellite District will provide registration and attendance information for JTED students in approved courses consistent with State guidelines and subject to the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, *et seq.*

(4) JTED may collect tuition for adult students, students who have a high school degree or GED, students participating in the Arizona Department of Education Empowerment Scholarship Account Program, and pupils who are residents of school districts that are not participating in the joint district, pursuant to A.R.S. §15-393(H). The JTED Governing Board will set the tuition rate.

(5) For purposes of this Agreement, a "student" is as defined in A.R.S. §15-393(D)(4). Adults and post-secondary students may enroll in JTED Courses only upon mutual agreement of the Superintendents of both the Satellite District and JTED or their authorized designee. Satellite District shall be responsible to acquire documentation pursuant to A.R.S. §15-

828(A).

**G. Transportation Services.** Pima JTED will have no responsibility to provide transportation to Satellite District students. Satellite District will have no responsibility to provide transportation to Satellite District students unless it is required to do so by law. If the law requires that a

Satellite District student be provided transportation, doing so will be the sole responsibility of Satellite District.

### **5. Cancellation for Conflict of Interest**

Pursuant to A.R.S. §38-511, either Party may, within three (3) years after the execution of this Agreement, cancel it without further penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement is at any time while the Agreement is in effect an employee or agent of any other Party to the Agreement in any capacity or a consultant to any other Party to the Agreement with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either Party receives written notice of the cancellation unless the notice specifies a later time.

### **6. Non-discrimination**

The Parties shall comply with Executive Order 2009-09 and all other applicable State and Federal employment laws, rules and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.

### **7. Insurance**

Satellite District and JTED each represent and warrant to the other that it shall at all times retain insurance coverage in compliance with State laws and shall name the other Party as an additional insured.

### **8. Employees**

An employee of any Party to this Agreement who works under the jurisdiction or control of or within the jurisdictional boundaries of another Party to this Agreement pursuant to this Agreement is deemed to be an employee of both public agencies for the purposes of Arizona workers' compensation law and A.R.S. §23-1022. The primary employer shall be solely liable for the payment of workers' compensation benefits.

### **9. Mutual Indemnification**

Each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Parties (as "Indemnitees") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitees, are caused by the act,

omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

### **10. Applicable Law**

This Agreement shall be governed and interpreted by the laws of the State of Arizona. JTED shall operate under the provisions of A.R.S. Title 15, Ch. 3, Art. 6 (§§15- 391 through 15- 396), as amended, and in the event a conflict exists between this Agreement and the laws of the State of Arizona, the laws of the State of Arizona shall control.

**11. Record Retention and Inspection**

The parties shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the performance of the IGA for a period of five (5) years after the completion of the IGA and to make such documents open to inspection and audit at reasonable times.

**12. Fingerprint Clearance**

Each party warrants and agrees that its employees, contractors and subcontractors who may have unsupervised contact with students shall comply with the fingerprinting requirements of A.R.S. §15-512 and that such fingerprint clearance will remain in effect throughout the term of this IGA.

**13. Employee Worker Eligibility**

By entering into the contract, the parties warrant compliance with A.R.S. § 41-4401, A.R.S § 23-214(A), the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations at all times when operating in the State of Arizona. The Satellite District may request verification of compliance from any contractor or subcontractor performing work under this Agreement.

**14. Mediation**

Neither Party may file a claim against the other without first participating in good faith in mediation with a trained and impartial mediator. The Parties shall equally share the expenses of the mediator; however, each Party shall bear its own cost for presentation before the mediator, including the cost incurred by the Party for representation by an attorney at the mediation, if such representation is desired.

**15. Notice**

Any notice required or permitted under the terms of this Agreement shall be deemed given or served if sent by certified mail, return receipt requested, postage prepaid, to:

<b>JTED</b> Address:  	<b>SATELLITE DISTRICT</b> Address:  
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2855 W. Master Pieces Drive Tucson, AZ 85741	<b>Flowing Wells Unified School District No. 8</b> 1556 W. Prince Road Tucson, Arizona 85705
Fax: (520) 352-5842	

**16. Counterparts**

This Intergovernmental Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. This Intergovernmental Agreement is effective as of the date first written above.

**IN WITNESS HEREOF**, the parties sign this Agreement:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025, upon resolution of the JTED Governing Board approving this Agreement and authorizing its Superintendent to sign below:

**Pima County Joint Technical Education District No. 11**

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

Kathy Prather  
Title: Superintendent

**ATTORNEY APPROVAL:**

This agreement has been reviewed pursuant to A.R.S.§11-953-2 by the undersigned attorney, Who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the JTED Governing Board.

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


Name:  
Title: Legal Counsel for JTED

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025 upon resolution of the District Governing Board of the **Flowing Wells Unified School District No. 8** approving this Agreement and authorizing its Superintendent to sign below:

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

Name:

Title: Superintendent

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

Name:

Title: Legal Counsel for District

FLOWING WELLS SCHOOL DISTRICT  
Board Agenda Item

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G-4	April 22, 2025
Agenda Item Number	Board Meeting Date

Item: Recommend Approval of Amendment to IGA with Pima Community College regarding Dual Enrollment Programs

Submitted By: Dr. Kevin Stoltzfus Date: April 16, 2025

Will Be Presented By: Dr. Kevin Stoltzfus

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District administration recommends approval of an amendment to our existing five-year IGA with Pima Community College (PCC) regarding dual enrollment programs. The IGA was initiated in 2023 and is valid through June 30, 2028. The amendment responds to guidance from the Higher Learning Commission, which is the accrediting body for PCC, and specifies that Flowing Wells must provide the necessary equipment and supplies for dual enrollment courses to maintain consistency with parallel courses at PCC.

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Estimated Cost \$ \_\_\_\_\_  See Additional Information Attached

Recommended Action:

Approve       Disapprove       Table       No Action Required

Division Head: \_\_\_\_\_ Superintendent: Kevin Stoltzfus

Board Action: M: \_\_\_\_\_ S: \_\_\_\_\_ A: \_\_\_\_\_ N: \_\_\_\_\_ C: \_\_\_\_\_

**AMENDMENT  
TO INTERGOVERNMENTAL AGREEMENT FOR DUAL ENROLLMENT**

This Amendment to Intergovernmental Agreement for Dual Enrollment (“**Amendment**”) is made as of the last signature date below (“**Effective Date**”) between PIMA COUNTY COMMUNITY COLLEGE DISTRICT (“**College**”) and FLOWING WELLS UNIFIED SCHOOL DISTRICT (“**School District**”).

**RECITALS:**

- A. On June 14, 2023, College and School District entered into an Intergovernmental Agreement for Dual Enrollment, with a Term ending on June 30, 2028 (“**Agreement**”).
- B. College and School District now wish to update the terms and conditions of their dual enrollment arrangement as specified below.

**NOW, THEREFORE**, in consideration of mutual promises contained herein, the parties amend the Agreement follows:

1. **TERM.** This Amendment shall commence as of the Effective Date and remain in effect until June 30, 2028.
2. **EQUIPMENT.** Section 5 of the Agreement is amended by including the following new Section 5.8 as follows:

***5.8 Equipment***

- A. *Prior to the commencement of each new DE course delivery at the School District’s Facilities, the School and College representatives shall assess and determine that the School District has provided all equipment, tools, and supplies, including laboratory supplies and materials (collectively “Equipment”) in the quantity and quality required by the College for the corresponding DE Course at the designated Facilities.*
- B. ***The School District acknowledges that no DE Course will be provided under this Agreement until the requirements of this Section 5.8 have been met.***
- C. *During the Term of this Agreement, the College designated representatives will, with prior notice and in coordination with the School District’s staff, inspect the Facilities to verify the required Equipment has been made available at the Facilities, and that such Equipment otherwise meet the safety and academic standards for the particular DE Course.*
- D. *The parties recognize that while it is the responsibility, at its own costs, of the School District to provide the Equipment, the College shall solely determine the type, quality and quantity of any such Equipment in accordance with its policies, academic guidelines and HLC standards.*

E. *From time to time, in the event the School District is unable to provide the necessary Equipment, the College may but not required to, in its sole discretion and only based on availability, supply all or parts of the required Equipment required for a DE Course from its surplus inventory and deliver it for the term of the Agreement and solely for the purpose of the delivery of the DE Course to the School District. The College reserves the right to use its existing Equipment from other College locations and move/deliver such Equipment, at its own expense, to the School District's Facilities. The College shall be solely responsible for the maintenance and repairs of such Equipment it supplies under this Agreement.*

F. *While a DE Course under this Agreement is being delivered, the School District may not remove the Equipment from the Facilities without prior written consent by the College.*

3. **FULL FORCE.** All other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties' duly authorized representatives have executed this Amendment on the dates indicated below.

For College

For SCHOOL DISTRICT

**PIMA COUNTY COMMUNITY COLLEGE DISTRICT:**

**FLOWING WELLS UNIFIED SCHOOL DISTRICT:**

*Ian R. Roark*

By: Signed: 4/2/2025

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

Print Name: Ian Roark

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

Title: Vice Chancellor, Workforce Development and

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

Date: Interim Executive Vice Chancellor and Provost

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

Record of Signing

For  
Name  
Title

*Ian R. Roark*

**Signed on 2025-04-02 00:45:02 GMT**

Secured by Concord™  
DocumentID: 02zWloLIScA8i4wND4gN8r  
SigningID: 02zWloLIAU1PYU8ygNcpXI  
Signing date: 4/2/2025  
IP Address: 76.159.211.114  
Email: iroark@pima.edu

FLOWING WELLS SCHOOL DISTRICT  
Board Agenda Item

G-5 April 22, 2025  
Agenda Item Number Board Meeting Date

Item: Recommend Approval to Renew Multi-Year RFPs and Bids for Fiscal Year  
2025-2026

Submitted By: Dr. Kevin Stoltzfus/Stacy Trueblood Date: April 16, 2025

Will Be Presented By: Dr. Kevin Stoltzfus/Stacy Trueblood

District administration recommends approval to renew contracts for multi-year. RFPS and bids listed on the memo attached for your review.

Estimated Cost \$ \_\_\_\_\_  See Additional Information Attached

Recommended Action:

Approve       Disapprove       Table       No Action Required

Division Head: *Stacy Trueblood* Superintendent: *Kevin Stoltzfus*

Board Action: M: \_\_\_\_\_ S: \_\_\_\_\_ A: \_\_\_\_\_ N: \_\_\_\_\_ C: \_\_\_\_\_

**FLOWING WELLS SCHOOLS**  
District Administration Center

MEMORANDUM

**TO:** Governing Board Members  
Dr. Kevin Stoltzfus

**FROM:** Stacy Trueblood, CPA

**DATE:** April 11, 2025

**SUBJECT:** Multi-Year RFPs and Bids

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Each year the District reviews contracts that are eligible for renewal for the next fiscal year. In reviewing these contracts the District weighs current needs, available cooperative contracts, vendor performance, etc.

This year, we are recommending renewal of the following contracts for fiscal year 2025-2026:

- Soliant Health LLC
- Gifted Nurses LLC dba Therapia Staffing
- Elevation Healthcare
- New Direction Solutions LLC dba Bilingual Therapies
- AMN Healthcare Allied Inc.
- STARS Student Therapy, Inc.
- Greco and Sons
- American Guard Services
- Valley Schools Management Group
- EF Education First
- Senergy
- Apptegy
- Cox Business
- WAN Rack
- All Copy Products
- JEB Electric

FLOWING WELLS SCHOOL DISTRICT  
Board Agenda Item

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G-6 Agenda Item Number	April 22, 2025 Board Meeting Date
Item: <u>Recommend Approval of Employee Benefit Contract Renewals for FY 2025-2026</u>	
Submitted By: <u>Dr. Kevin Stoltzfus/Stacy Trueblood</u>	Date: <u>April 16, 2025</u>
Will Be Presented By: <u>Dr. Kevin Stoltzfus/Stacy Trueblood</u>	

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District administration recommends approval to renew employee benefit contracts for fiscal year 2025-2026 as listed on the attached memo. Several contracts utilize pricing through Valley Schools Employee Benefits Group, including Blue Cross Blue Shield of Arizona for health insurance and telehealth; Health Equity for Health Savings Accounts; Blue Cross Blue Shield of Arizona for PPO dental; Eye Med for vision; Cigna Dental for HMO dental; Minnesota Life for life/AD&D and supplemental life; and WEX for flexible spending accounts. Separate from Valley Schools, Sun Life is the recommended contract recipient for short-term disability.

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Estimated Cost \$ \_\_\_\_\_  See Additional Information Attached

Recommended Action:

Approve       Disapprove       Table       No Action Required

Division Head: *Stacy Trueblood*      Superintendent: *Kevin Stoltzfus*

Board Action: M: \_\_\_\_\_ S: \_\_\_\_\_ A: \_\_\_\_\_ N: \_\_\_\_\_ C: \_\_\_\_\_

**FLOWING WELLS SCHOOLS**  
District Administration Center

MEMORANDUM

**TO:** Governing Board Members  
Dr. Kevin Stoltzfus

**FROM:** Dr. Tabettha Finchum  
Stacy Trueblood, CPA

**DATE:** April 11, 2025

**SUBJECT:** Recommendation for Renewal of Employee Benefits

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The District worked with Valley Schools Management Group to review employee benefit contracts. District administration is recommending approval of the following benefit contracts:

RFP 22-04-26

- **Sun Life** for short-term disability – Core plan 14.1% decrease, Buy-up plan no change

Renew utilizing pricing through Valley Schools Employee Benefits Group

- **Blue Cross Blue Shield of Arizona** for Health Insurance & telehealth – 7.5 % rate increase – Plan changes include the addition of a third option utilizing the BCBS Prosano facility
- **Health Equity** for the Health Savings Account – no change
- **Blue Cross Blue Shield of Arizona** for PPO Dental – 5.8% rate increase
- **Eye Med** for Vision Insurance – no change
- **Cigna Dental** for HMO Dental– average increase 16% - Cigna is replacing Employers Dental Services which no longer offers dental insurance in Arizona.
- **Minnesota Life** for Life/AD&D Insurance and Supplemental Life - no change
- **WEX** for Flexible Spending Accounts – no change

District administration recommends renewal of all employee benefit contracts listed above for fiscal year 2025-2026.

FLOWING WELLS SCHOOL DISTRICT  
Board Agenda Item

G-7 April 22, 2025  
Agenda Item Number Board Meeting Date

Item: Recommend Increase to District Contribution to Employee Health Care for FY2025-2026

Submitted By: Dr. Kevin Stoltzfus/Stacy Trueblood Date: April 16, 2025

Will Be Presented By: Dr. Kevin Stoltzfus/Stacy Trueblood

District administration recommends increasing the contribution to employee health insurance for Fiscal Year 2025-2026 by the amount of \$394.00 per participating employee for medical insurance and \$15.60 for dental insurance, bringing the total District contribution per employee to \$6012 per year for medical and \$123.60 per year for dental. For a single employee, these increases would impact expenses as follows: the PPO \$3000-deductible plan would increase by \$10.04 per month or \$120.44 annually; the new PPO Prosano \$2500-deductible plan would yield an annual savings of \$239.20 compared to the PPO \$3000-deductible plan; and the HDHP \$3300-deductible plan would increase by \$0.36/year. The pre-paid dental plan would continue at no cost for the employee. The total increased cost to the District is estimated at \$173,000.00 for medical and \$7,000.00 for dental for FY2025-2026. The attached rate sheet provides greater detail regarding each plan.

Estimated Cost \$ \_\_\_\_\_  See Additional Information Attached

Recommended Action:

Approve       Disapprove       Table       No Action Required

Division Head: *Stacy Trueblood* Superintendent: *Kevin Stoltzfus*

Board Action: M: \_\_\_\_\_ S: \_\_\_\_\_ A: \_\_\_\_\_ N: \_\_\_\_\_ C: \_\_\_\_\_

# Flowing Wells School District #8

## Rates for FY 2026

### Blue Cross Blue Shield Health

	Monthly Rate	12 Months	District Contribution <b>\$6,012</b> for 12 months	District Contribution to HSA	Total Cost to Employee for 12 Months of Coverage	Cost to Employee per Month	Deductions		
							School Year Employees <b>22 deducts</b>	26 Summer Pay Certified Only <b>26 deducts</b>	12 Month Employees <b>24 deducts</b>
<b>PPO \$3,000 Deductible</b>									
Employee	\$ 614.51	\$ 7,374.12	\$ 6,012.00	\$ -	\$ 1,362.12	\$ 113.51	\$ 61.91	\$ 52.39	\$ 56.76
Employee & Spouse	\$ 1,235.16	\$ 14,821.92	\$ 6,012.00	\$ -	\$ 8,809.92	\$ 734.16	\$ 400.45	\$ 338.84	\$ 367.08
Employee & Children	\$ 1,118.41	\$ 13,420.92	\$ 6,012.00	\$ -	\$ 7,408.92	\$ 617.41	\$ 336.77	\$ 284.96	\$ 308.71
Family	\$ 1,542.42	\$ 18,509.04	\$ 6,012.00	\$ -	\$ 12,497.04	\$ 1,041.42	\$ 568.05	\$ 480.66	\$ 520.71
<b>PPO-Prosano \$2,500 Deductible</b>									
Employee	\$ 584.54	\$ 7,014.48	\$ 6,012.00	\$ -	\$ 1,002.48	\$ 83.54	\$ 45.57	\$ 38.56	\$ 41.77
Employee & Spouse	\$ 1,174.93	\$ 14,099.16	\$ 6,012.00	\$ -	\$ 8,087.16	\$ 673.93	\$ 367.60	\$ 311.04	\$ 336.97
Employee & Children	\$ 1,063.86	\$ 12,766.32	\$ 6,012.00	\$ -	\$ 6,754.32	\$ 562.86	\$ 307.01	\$ 259.78	\$ 281.43
Family	\$ 1,467.20	\$ 17,606.40	\$ 6,012.00	\$ -	\$ 11,594.40	\$ 966.20	\$ 527.02	\$ 445.94	\$ 483.10
<b>HDHP with HSA \$3,300 Deductible</b>									
Employee	\$ 472.51	\$ 5,670.12	\$ 5,412.00	\$ 600.00	\$ 258.12	\$ 21.51	\$ 11.73	\$ 9.93	\$ 10.76
Employee & Spouse	\$ 947.01	\$ 11,364.12	\$ 5,412.00	\$ 600.00	\$ 5,952.12	\$ 496.01	\$ 270.55	\$ 228.93	\$ 248.01
Employee & Children	\$ 857.76	\$ 10,293.12	\$ 5,412.00	\$ 600.00	\$ 4,881.12	\$ 406.76	\$ 221.87	\$ 187.74	\$ 203.38
Family	\$ 1,181.92	\$ 14,183.04	\$ 5,412.00	\$ 600.00	\$ 8,771.04	\$ 730.92	\$ 398.68	\$ 337.35	\$ 365.46

### DENTAL INSURANCE

	Monthly Rate	12 Months	District Contribution <b>\$123.60</b> for 12 Months	Total Cost to Employee for 12 Months of Coverage	Cost to Employee per month	Deductions		
						School Year Employees <b>22 deducts</b>	26 Summer Pay Certified Only <b>26 deducts</b>	12 Month Employees <b>24 deducts</b>
<b>Cigna Dental</b>								
Employee	\$ 10.30	\$ 123.60	\$ 123.60	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00
Employee & Spouse	\$ 20.37	\$ 244.44	\$ 123.60	\$ 120.84	\$ 10.07	\$ 5.49	\$ 4.65	\$ 5.04
Employee & Children	\$ 22.84	\$ 274.08	\$ 123.60	\$ 150.48	\$ 12.54	\$ 6.84	\$ 5.79	\$ 6.27
Family	\$ 25.06	\$ 300.72	\$ 123.60	\$ 177.12	\$ 14.76	\$ 8.05	\$ 6.81	\$ 7.38
<b>Blue Cross Blue Shield Dental PPO</b>								
Employee	\$ 31.12	\$ 373.44	\$ 123.60	\$ 249.84	\$ 20.82	\$ 11.36	\$ 9.61	\$ 10.41
Employee & Spouse	\$ 61.13	\$ 733.56	\$ 123.60	\$ 609.96	\$ 50.83	\$ 27.73	\$ 23.46	\$ 25.42
Employee & Children	\$ 67.12	\$ 805.44	\$ 123.60	\$ 681.84	\$ 56.82	\$ 30.99	\$ 26.22	\$ 28.41
Family	\$ 97.14	\$ 1,165.68	\$ 123.60	\$ 1,042.08	\$ 86.84	\$ 47.37	\$ 40.08	\$ 43.42

### Vision Insurance - EyeMed (thru CSA)

Employee	\$ 5.68	\$ 68.16	No District Contribution; Employee pays full amount	\$ 68.16	\$ 5.68	\$ 3.10	\$ 2.62	\$ 2.84
Employee & Spouse	\$ 10.79	\$ 129.48		\$ 129.48	\$ 10.79	\$ 5.89	\$ 4.98	\$ 5.40
Employee & Child(ren)	\$ 11.35	\$ 136.20		\$ 136.20	\$ 11.35	\$ 6.19	\$ 5.24	\$ 5.68
Employee & Family	\$ 16.69	\$ 200.28		\$ 200.28	\$ 16.69	\$ 9.10	\$ 7.70	\$ 8.35

FLOWING WELLS SCHOOL DISTRICT  
Board Agenda Item

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H-1 Agenda Item Number	April 22, 2025 Board Meeting Date
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Item: Executive Session

Submitted By: Dr. Kevin Stoltzfus Date: April 16, 2025

Will Be Presented By: Dr. Kevin Stoltzfus

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In accordance with A.R.S. §38-431.03.A.5, an Executive Session may be called for discussion or consultation with designated representative of the public body in order to consider its position and instruct its representative regarding negotiations with employee organizations regarding the salaries, salary schedules or compensation paid in the form of fringe benefits of employees of the public body; concerning salaries and benefits.

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Estimated Cost \$ \_\_\_\_\_  See Additional Information Attached

Recommended Action, if needed:

Approve       Disapprove       Table       No Action Required

Division Head: \_\_\_\_\_ Superintendent: Kevin Stoltzfus

Board Action: M: \_\_\_\_\_ S: \_\_\_\_\_ A: \_\_\_\_\_ N: \_\_\_\_\_ C: \_\_\_\_\_