

Governing Board Agenda
WASHINGTON ELEMENTARY SCHOOL DISTRICT
GOVERNING BOARD AGENDA FOR
REGULAR MEETING AND EXECUTIVE SESSION

DATE: April 11, 2013

TIME: Regular Meeting 7:00 p.m.
Executive Session to follow Regular Meeting

PLACE: Administrative Center, 4650 West Sweetwater Avenue, Glendale, AZ 85304-1505

CONSISTENT WITH THE REQUIREMENTS SET FORTH IN ARS 38-431.02,
NOTICES OF THIS PUBLIC MEETING HAVE BEEN APPROPRIATELY POSTED.

A copy of the completed agenda with names and details, including available support documents, may be obtained during regular business hours at the Washington Elementary School District Superintendent's Office at 4650 West Sweetwater Avenue, Glendale, AZ 85304-1505.

I. REGULAR MEETING – GENERAL FUNCTION

- A. Call to Order and Roll Call
- B. Moment of Silence and Meditation
- C. Pledge of Allegiance
- D. Adoption of the Regular Meeting Agenda

It is recommended that the Governing Board adopt the Regular Meeting Agenda.

Motion _____ Second _____ Vote _____

- E. Approval of the Minutes

1-9

It is recommended that the Governing Board approve the Minutes of the March 14, 2013 Regular Meeting and Executive Session (Mr. Chris Maza participated telephonically during the Regular Meeting only).

Motion _____ Second _____ Vote _____

- F. Current Events: Governing Board and Superintendent

- G. Special Recognition

Karl Alcance, 6th grade student at Abraham Lincoln Traditional School, and Mariano Yanez Ibarra, 6th grade student at Royal Palm Middle School, placed in the top eight spellers for the Washington Elementary School District Spelling Bee and moved on to the Regional Spelling Bee. Special recognition to Karl Alcance who was the first place winner of the Regional Spelling Bee and Mariano Yanez Ibarra who was the runner-up winner. Karl and Mariano participated in the State Spelling Bee.

I. REGULAR MEETING – GENERAL FUNCTION (continued)

H. Public Participation**

- Members of the public may address the Governing Board during this portion of the agenda in regard to non-agenda items (not to exceed three (3) minutes at chair's discretion). If interpretation services are used, the time shall not exceed six (6) minutes, including interpretation.)
- Additionally, or instead of, members of the public may address the Governing Board during a specific item that is on the agenda (not to exceed three (3) minutes at chair's discretion). If interpretation services are used, the time shall not exceed six (6) minutes, including interpretation.)

I. It is recommended that the Governing Board approve the Consent Agenda.

Motion _____ Second _____ Vote _____

II. CONSENT AGENDA

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| *A. Approval/Ratification of Vouchers
The Vice President of the Board reviews all vouchers prior to the meeting of the Board. Vouchers represent orders for payment of materials, equipment, salaries and services. | 10 |
| *B. Personnel Items
Personnel items include resignations, terminations, requests for retirement or leave, recommendations for employment and position changes. | 11-15 |
| *C. Public Gifts and Donations (The Value of Donated Items is Determined by the Donor)
<ol style="list-style-type: none">1. Act One Foundation tickets to a Childsplay production at the Tempe Center for the Arts and bus transportation with an approximate value of \$1,500.00 for the benefit of 4th grade students at Cactus Wren Elementary School.2. Cactus Wren Parent/Teacher Organization donated shirts with an approximate value of \$1,991.42 to be used for the benefit of the students at Cactus Wren Elementary School.3. Cactus Wren Parent/Teacher Organization donated a washer and dryer with an approximate value of \$1,050.00 to be used to wash donated items for the benefit of students at Cactus Wren Elementary School.4. Doug and Tawnya Raber donated a check in the amount of \$700.00 to be used to purchase a SMART Board for the benefit of students in Mrs. Kenyon's classroom at Cactus Wren Elementary School.5. Ann White-Watkins donated a check in the amount of \$300.00 to be used to purchase a SMART Board for the benefit of students in Mrs. Kenyon's classroom at Cactus Wren Elementary School.6. Deanne Pride donated a check in the amount of \$500.00 to be used to purchase a SMART Board for the benefit of students in Mrs. Kenyon's classroom at Cactus Wren Elementary School.7. Kroger (Fry's Food Stores) donated a rebate check in the amount of \$500.00 to be used for the benefit of students at Desert Foothills Junior High School.8. Suzanne Spoon donated 92 copies of the book she authored, <u>Plucky The Featherless Chicken</u> with an approximate value of \$731.40 for the benefit of all first grade students at Desert View Elementary School. | 16-17 |

II. CONSENT AGENDA (continued)

9. Mountain Sky S.P.I.C.E. (Parent/Teacher Organization) donated a check in the amount of \$9,473.00 to be used towards stipends for extra-curricular activities for the benefit of students at Mountain Sky Junior High School.
 10. Comerica Bank donated a check in the amount of \$300.00 to be used for student and teacher incentives for the 21st Century After-School Academy at Ocotillo Elementary School.
 11. Trinity Mennonite Church donated a check in the amount of \$2,538.76 to be used for the benefit of students at Palo Verde Middle School.
 12. Chicanos Por La Causa donated a check in the amount of \$2,500.00 to be used for the benefit of students at Shaw Butte Elementary School.
 13. Mr. Stewart donated 11 computer monitors with an approximate value of \$4,000.00 to be used for the benefit of students at Shaw Butte Elementary School.
 14. Gannett Foundation donated a check in the amount of \$400.00 to be used for the benefit of students in the MStart Video Production Club at Sweetwater School.
 15. Sunset Parent/Teacher Organization donated a Canon video camera with an approximate value of \$1,300.00 to be used for the benefit of students at Sunset Elementary School.
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| *D. Out-of-State Travel | 18-19 |
| 1. Lydia Garcia, Recruitment Analyst, to attend the ASHA – American Speech Language Hearing Association Conference, July 11-14, 2013, in Long Beach, CA, at a cost of \$2,127.00 | |
| *E. Acceptance of the Washington Education Foundation Grants in the Amount of \$4,326.50 | 20-21 |
| *F. Annual Intergovernmental Cooperative Purchase Agreements with the State Procurement Office (SPO), Strategic Alliance for Volume Expenditures (SAVE) and Mohave Educational Services Cooperative (MESC) | 22-24 |
| *G. Award of Contract - RFP No. 12.020, Student Identification System to Dorian Studio | 25-26 |
| *H. Salt River Project (SRP) Distribution Interconnection Agreement for Class I Inverter Based Generators | 27-36 |
| *I. Agreement with Arizona Public Service (APS) to Change Rate Structures | 37-40 |
| *J. Second Reading and Adoption of Proposed Amended Board Policies GBAB – Medical Marijuana Standards and Conditions for Employees, GBECA – Nonmedical Use or Abuse of Drugs or Alcohol, JICH – Drugs and Alcohol Use by Students and KFA – Public Conduct on School Property | 41-56 |
| *K. Second Reading and Adoption of Proposed Amended Board Policy JJIB – Interscholastic Sports | 57-64 |
| *L. Second Reading and Adoption of Proposed Amended Board Policy JLCCA – Acquired Immune Deficiency Syndrome and Human Immunodeficiency Virus Infections | 65-67 |

III. ACTION / DISCUSSION ITEM

- A. Community Use of School Facilities Fee Structure for Fiscal Year 2013-2014 (Kathleen McKeever) 68-71

Motion _____ Second _____ Vote _____

IV. INFORMATION / DISCUSSION ITEM

- A. Discussion and Consideration of 2013-2014 Governing Board Budget (President Chris Maza) 72-74

V. FUTURE AGENDA ITEMS

VI. GOVERNING BOARD AND SUPERINTENDENT ACKNOWLEDGMENTS

VII. CALL FOR EXECUTIVE SESSION

Call for Executive Session: Pursuant to A.R.S. §38-431.03 – A.1

It is recommended that the Governing Board establish an Executive Session to be held immediately during a recess in the Regular Meeting for:

- A.1 – Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting – specifically regarding the quarterly evaluation of the Superintendent.

Motion _____ Second _____ Vote _____

VIII. RECESSING OF REGULAR MEETING FOR EXECUTIVE SESSION

IX. EXECUTIVE SESSION – GENERAL FUNCTION

- A. Call to Order and Roll Call

- B. Confidentiality Statement

All persons present are hereby reminded that it is unlawful to disclose or otherwise divulge to any person who is not now present, other than a current member of the Board, anything that has transpired or has been discussed during this executive session. To do so is a violation of ARS 38-431.03 unless pursuant to a specific statutory exception.

- C. Discussion under A.R.S. §38-431.03 – A.1

- A.1 – Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting – specifically regarding the quarterly evaluation of the Superintendent.

X. RECONVENING OF REGULAR MEETING

XI. ADJOURNMENT

Motion _____ Second _____ Vote _____

NOTES: As a matter of information to the audience, five days prior to any Governing Board Meeting, Board Members receive the agenda along with the extensive background material which they study individually before action is taken at the meeting. Routine matters will be asterisked and approved as consent agenda items. Any member of the Governing Board may remove items from the consent agenda.

Persons with a disability may request a reasonable accommodation by contacting 602-347-2802. Requests should be made at least 24 hours prior to the scheduled meeting in order to allow time to arrange for the accommodation.

(*) Items marked with an asterisk (*) are designated as Consent Agenda Items. This implies that the items will be considered without discussion. Consent Agenda items may be removed for discussion and debate by any member of the Governing Board by notifying the Board President or the Superintendent twenty-four (24) hours before regular Board meeting or by a majority of the Governing Board members present at the Board Meeting.

(**) Members of the public who wish to address the Board during Public Participation or on an item which is on the agenda may be granted permission to do so by completing a PUBLIC PARTICIPATION SPEAKER COMMENT form and giving it to the Board's Secretary PRIOR TO THE BEGINNING OF THE MEETING. Those who have asked to speak will be called upon to address the Board at the appropriate time. If interpreter services are needed, please contact Angela Perrone at 602-347-2609 at least 24 hours prior to the scheduled Board Meeting in order to allow sufficient time to arrange for an interpreter to be available.

(**) During open session, the Board shall not hear personal complaints against school personnel or any other person connected with the District. Policy KE is provided by the Board for disposition of legitimate complaints including those involving individuals.

(**) The Board may listen but cannot enter into discussion on any item not on the agenda. Depending upon the number of requests to speak to the Board, time limitations may be imposed in order to facilitate accomplishing the business of the District in a timely manner.

GOVERNING BOARD MINUTES: REGULAR MEETING AND EXECUTIVE SESSION

2012-2013

March 14, 2013

Administrative Center
Governing Board Room
4650 West Sweetwater Avenue
Glendale, AZ 85304-1505

I. REGULAR MEETING – GENERAL FUNCTION

A. Call to Order and Roll Call

Mr. Jahneke called the meeting to order at 7:00 p.m. Governing Board members constituting a quorum were present: Mr. Bill Adams, Ms. Clorinda Graziano, Mr. Aaron Jahneke, and Mrs. Tee Lambert. Mr. Chris Maza participated telephonically.

B. Moment of Silence and Meditation

Mr. Jahneke called for a moment of silence and meditation.

C. Pledge of Allegiance

Mr. Jahneke led the Pledge of Allegiance.

D. Adoption of the Amended Regular Meeting Agenda

UNANIMOUS

A motion was made by Mr. Adams that the Governing Board adopt the Amended Regular Meeting Agenda. The motion was seconded by Ms. Graziano. The motion carried.

E. Approval of the Minutes

UNANIMOUS

A motion was made by Mrs. Lambert that the Governing Board approve the Minutes of the February 28, 2013 Regular Meeting and Executive Session. The motion was seconded by Ms. Graziano. The motion carried.

F. Current Events: Governing Board and Superintendent

Mr. Adams shared that he enjoyed the following visits:

- Sahuaro Elementary School and Principal Dave Anderson.
- Sunburst Elementary School and Principal Rhonda Warren.

Mr. Adams stated that the teachers were doing a wonderful job at both schools.

Mrs. Lambert shared that she enjoyed attending the Arizona School Boards Association (ASBA) Spring Legal Seminar in Flagstaff, AZ, on March 8, 2013. Mrs. Lambert provided the electronic files of the workshop handouts to Dr. Cook who, in turn, will share them with the Governing Board members.

Ms. Graziano shared that she enjoyed attending the following events:

- Read Across America Breakfast at Cactus Wren Elementary School. She thanked Cactus Wren and the Washington District Education Association (WDEA) for the delicious breakfast and entertainment.
- Read books to students at Arroyo Elementary School and Palo Verde Middle School.

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- District Honor Choir Concert at Royal Palm Middle School. Ms. Graziano advised that there was a new event for the Elementary Honor Choir where the middle school teachers brought the best students together for an afternoon rehearsal which was an amazing performance. She stated it was a good opportunity for the K-8 school students to participate in a large venue and hoped that the teachers continue the event.
- Mountain Sky Junior High School Regional Band Festival.
- Sweetwater School Big Fun Field Day for special needs students. Ms. Graziano acknowledged the efforts of the teachers and aides who created events that enabled all students to participate. The students enjoyed meeting the following special guests: Big Red, Coyotes' Howler, Phoenix Suns' Gorilla, Arizona Diamondbacks' Baxter, Ronald McDonald, and Spider Man.
- Acacia Elementary School 2nd Grade Musical.
- High School All-State Auditions.
- Sahuaro Elementary School "Palooza" Community Event. Many parents attended the event that had a free spaghetti dinner, music performances, art exhibits, and P.E. activities. Ms. Graziano was pleased to see Mr. Phil Garitson, Cholla Middle School Principal, at the event to promote his school to the 6th grade students.

Mr. Jahneke shared that he enjoyed participating in the Read Across America event and reading at Washington Elementary School for Ms. Lynn Thome and Ms. Denise Titzer's students. Mr. Jahneke stated he enjoyed reading for Ms. Thome because she was Mr. Jahneke's 1st grade teacher and been teaching in the District for 44 years.

Dr. Cook acknowledged Ms. Dianne Siegel and the adaptive P.E. team for their organization of the Sweetwater Big Fun Field Day. Dr. Cook advised that Ms. Siegel and her team plan to share a video of the event at a future Governing Board meeting.

Mr. Maza thanked everyone involved with the Read Across America celebration.

G. Special Recognition

Dr. Cook introduced Ms. Sharon Pierson, Director of the Desert Mission Food Bank, who presented a trophy to Mr. Mike Christensen, Principal of Mountain View School, for the most donated pounds per student in the "We Can End Hunger" Food Drive. Ms. Pierson thanked Mountain View School for donating 4,293 pounds and the Washington Elementary School District for its donation of more than 24,500 pounds. Mr. Christensen introduced Mr. Valenzuela, a Mountain View teacher, and one of the sponsors of the Community Action Team that was instrumental in the food drive. Mr. Valenzuela stated that he was very proud of the Community Action Team which was comprised of 8th grade students who participated in a community service project and recreational activity every month. The Community Action Team was presented with a certificate.

H. Public Participation

There was public participation. Wesley W. Harris stated he was not a fan of Common Core and resisted the application of it in the school district. He said it was adopted in 2010 and, in his opinion, against the statutes, e.g., Title 15-113. He advised that he would address the subject at a later time.

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Mr. Harris advised that the District's website stated that someone like himself, e.g., a citizen, a taxpayer and a voter, could request the Board to have an item put on an agenda. Mr. Harris said he had been advised by the District's legal counsel that it was no longer pertinent and no longer available to the citizens. Mr. Harris commented that the Governing Board members were elected representatives and when he addressed the Board during Public Participation on an issue, he was limited to three minutes to speak and Board members were not able to speak to him under the rules of the Open Meeting Law unless that item was on the agenda. Mr. Harris stated that by refusing to put it on the agenda, then the Board refused to exchange in dialogue with the taxpayers, voters and the people they represented. Mr. Harris advised that he adamantly disagreed with the policy decision and requested that the Governing Board reconsider it.

Mr. Harris commented that the Governing Board was the only barrier between unelected officials at the State level and the usurpment of the Federal government which had issued edicts on the Governing Board which it had accepted when, in fact, they were illegal. Mr. Harris advised that there were three statutes on the books of the Federal government that precluded them from getting involved with any curriculum in any school district. Mr. Harris stated, "We want, and you want, local control, but unless you stand up to those powers that are trying to usurp your power and, therefore, our power, then you are doing us a disservice and you are not representing us as your elected representative. And so I urge you to go back and look at what it is that you are being asked to do or told to do and start resisting that which is illegal because the constitution is very clear, both the State Constitution and the Federal Constitution on what each individual governmental agency has a right to do. If it's not written, you can't do it. It's the same with this Board, if it's not written, you can't do it." Mr. Harris stated he could go to the State House and testify on House Bill 2047 (changing from AIMS to Common Core, i.e., PARCC). Mr. Harris said he could talk to representatives and they could talk to him because that item was on the agenda, but if the WESD Governing Board did not allow it to be on the agenda, then they could not have a dialogue. Mr. Harris asked why that could be the case in the State House and not at a Governing Board meeting? Mr. Harris reiterated that the Governing Board members were the representatives of the taxpayers/voters.

Mr. Jahneke advised Mr. Harris that if he had further information to share with the Board, he could give it to Ms. Shiota. Mr. Harris responded that he had already shared the information with the District's legal counsel.

I. Approval of the Consent Agenda

UNANIMOUS

Mrs. Lambert requested that Item II.B. – Personnel Items be pulled from the Consent Agenda for separate consideration.

Ms. Graziano requested that Item II.D.2. – Out-of-State Travel be pulled from the Consent Agenda for separate consideration.

A motion was made by Mrs. Lambert that the Governing Board approve the remaining Consent Agenda items. The motion was seconded by Ms. Graziano. The motion carried.

II. CONSENT AGENDA

***A. Approval/Ratification of Vouchers**

UNANIMOUS

Approved and ratified the vouchers as presented.

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***B. Personnel Items**

UNANIMOUS

A motion was made by Mrs. Lambert that the Governing Board approve the personnel items as presented. The motion was seconded by Mr. Adams. The motion carried.

Dr. Cook introduced Mr. Tim Woodward who was approved as the Principal of Lakeview Elementary School. Dr. Cook advised that Mr. Woodward had served as the interim principal the past year and was unanimously appointed by the Lakeview Site Council. Mr. Woodward thanked the Governing Board and the District for the opportunity to work at Lakeview Elementary School.

***C. Public Gifts and Donations (The Value of Donated Items is Determined by the Donor)**

UNANIMOUS

Approved the public gifts and donations as presented.

1. Honeywell donated a check in the amount of \$2,000.00 for the benefit of students at John Jacobs Elementary School.
2. Triyar Companies donated desks, chairs and office supplies with an approximate value of \$1,350.00 to be used for the benefit of the Washington Elementary School District.
3. The medical staff of John C. Lincoln Hospital donated a check in the amount of \$2,500.00 to be used for the benefit of students at Sunnyslope School.
4. Cholla Parent/Teacher Organization donated a check in the amount of \$411.00 to be used for a chorus field trip for students at Cholla Middle School.
5. Cholla Parent/Teacher Organization donated a check in the amount of \$450.00 to be used to pay the deposit on an incentive trip to Disneyland for students at Cholla Middle School.
6. Patricia R. Felix donated a check in the amount of \$1,000.00 to be used to purchase a SMART Board for the benefit of students at Cactus Wren Elementary School.
7. Abraham Lincoln Traditional School Guild donated a check in the amount of \$687.68 to be used to purchase a SMART Board projector for the benefit of students.
8. Kroger (Fry's Food Stores) donated a rebate check in the amount of \$500.00 to be used for the benefit of students at Ironwood Elementary School.
9. Orangewood School Parent/Teacher Organization donated a check in the amount of \$308.26 to be used for a field trip.
10. Maricopa County donated a check in the amount of \$350.00 to be used for the operation of Teen Court at Mountain Sky Junior High School.

***D. Out-of-State Travel**

Approved the out-of-state travel for Consent Item D.1. as presented.

1. Dorothy Watkins, Administrator of Social Services, to attend the National School Social Work Association Conference, March 20-23, 2013, in San Diego, CA, at a cost of \$400.00.

**D.1. –
UNANIMOUS**

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2. Bill Adams, Governing Board Member, to attend the National School Boards Association (NSBA) 73rd Annual Conference, April 13-15, 2013, in San Diego, CA, at a cost of \$1,925.21.

**D.2. – DID NOT
PASS WITH 2
AYE, 2 NAY, 1
ABSTENTION**

A motion was made by Ms. Graziano that the Governing Board approve the out-of-state travel request for Bill Adams, Governing Board Member, to attend the National School Boards Association (NSBA) 73rd Annual Conference, April 13-15, 2013, in San Diego, CA, at a cost of \$1,925.21. The motion was seconded by Mrs. Lambert. A roll call vote was requested. The motion and friendly amendment did not pass with 2 Aye votes, 2 Nay votes, and 1 Abstention.

Mr. Maza asked what the Governing Board's past experience was with attending NSBA annual conferences. Dr. Cook responded that Mr. Adams and Ms. Graziano attended the NSBA annual conference two years ago at their own expense. Mrs. Lambert stated that she had attended an NSBA annual conference many years ago.

Mr. Maza stated that he had attended many national conferences that were covered by the state or national organizations and not the local organization. He pointed out that the out-of-state travel request in Consent Item D.1. was to the same location with a significant difference in its cost. Mr. Maza voiced concern regarding this expenditure since the Board had recently expended money for travel to the Federal Relations Network (FRN) conference earlier this year.

Ms. Graziano stated that her concern was philosophical because it was her understanding that there were no funds for staff members to attend any out-of-state conferences. Dr. Cook replied that the following criteria was utilized for travel for staff:

- If it was mandatory as a function of receiving a grant.
- If an employee was asked to present at a conference and costs were being shared.
- If an employee was receiving an award or recognition.

Ms. Graziano stated that in her four years of serving on the Governing Board, there had not been money to send staff members to conferences. She believed this was a good conference with meaningful topics of discussion, but it had a very high registration fee. Ms. Graziano advised she had concerns sending someone from the Governing Board and not allowing other groups to travel to conferences.

Mr. Adams thanked Mr. Maza and Ms. Graziano for their comments. Mr. Adams stated that he had not seen any out-of-state travel requests denied during his term on the Governing Board.

He stated that all of the Governing Board members had received the invitation to attend the NSBA conference. Mr. Adams said he had chosen to ask the Board to support his attendance for the following reasons:

- The cost was an estimated cost.
- The registration fee was \$920.00 and the Common Core pre-conference workshop fee was \$195.00.
- For estimation purposes, he selected the highest hotel cost.
- He is partnering with the District and will pay for his travel expenses and meals.

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- He felt that the District should have a presence at the conference because it was the largest elementary school district in the State.
- He appreciated that the Board supports the Arizona School Boards Association (ASBA), but felt it was important to network with Board members from other states as well.
- He felt that the conference was a professional development opportunity and an investment.
- He felt that the District would benefit from the value of the conference.

Mr. Adams asked for the Board's support to partner with him financially for his attendance at the NSBA Annual Conference.

Ms. Graziano responded to Mr. Adams' comment regarding not turning down any out-of-state travel requests. Ms. Graziano stated that the reason the Board had not turned down any travel requests was because employees were advised not to ask and that the requests were turned down before going on the agenda for Board approval. Ms. Graziano reported that there had been opportunities for Administrators to attend national panels, but did not ask because they knew there was no money. Ms. Graziano reiterated that she did not say the NSBA conference was not a good conference and did not say we did not need representation, but felt it was not appropriate to say one thing for one group and something else for everyone else. Ms. Graziano reported that the District did not even send everyone to in-state conferences.

Mr. Adams stated it went back to philosophy and maybe they needed to reconsider it. He said he came from the perspective that it was an investment.

Mrs. Lambert commented that it was hard to argue philosophies because everyone had their own strong beliefs.

Mrs. Lambert asked if there were travel funds to cover this expense request or were other funds needed to accommodate the request. Dr. Cook replied that the District was able to adequately accommodate the travel request. Mrs. Lambert asked if it was within the budget. Dr. Cook restated that the travel request was able to be accommodated.

Mr. Maza stated that he knew that the money expenditure to the FRN conference realized very little contact with the elected representatives, but rather with many of their staff members. Mr. Maza commented that when it came to a conference, versus that type of contact with legislators, it caused him some concern, especially with the requested dollar amount on this travel request. Mr. Maza stated that with the support of local control over those decisions which locally one can control, as well as, being fiduciarily responsible with taxpayer dollars, he continued to have the same concerns as a taxpayer inside this District.

Mr. Adams made a friendly amendment to the motion to request only the Registration Fee cost of \$1,115.00 (\$920.00-Registration Fee and \$195.00-Common Core Pre-Conference Fee). Ms. Graziano and Mrs. Lambert accepted the friendly amendment.

Mr. Maza stated he still had concerns with the cost. Having attended many conferences on a variety of levels, state and national, Mr. Maza stated he had to question NSBA on the heightened cost of the registration. Mr. Maza said it did not seem to be comparable in relation to other national conferences with a similar curriculum that was being offered in other venues.

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| *E. | Permission to Pursue the First Things First Grant and the FY 2014 School Safety Program Renewal Grant Application on Behalf of the District | UNANIMOUS |
| *F. | Acceptance of the Maricopa County Department of Health Tobacco Prevention Grants in the Amount of \$3,000.00 | UNANIMOUS |
| *G. | First Reading of Proposed Amended Board Policy JJIB – Interscholastic Sports | UNANIMOUS |
| *H. | First Reading of Proposed Amended Board Policy JLCCA – Acquired Immune Deficiency Syndrome and Human Immunodeficiency Virus Infections | UNANIMOUS |
| *I. | First Reading of Proposed Amended Board Policies GBAB – Medical Marijuana Standards and Conditions for Employees, GBECA – Nonmedical Use or Abuse of Drugs or Alcohol, JICH – Drugs and Alcohol Use by Students and KFA – Public Conduct on School Property | UNANIMOUS |
| *J. | Memorandum of Understanding Between Washington Elementary School District and Rio Salado College Noyce Scholars Program | UNANIMOUS |
| *K. | Collaborative Partner Agreement Between the Association for Supportive Child Care and Moon Mountain Elementary School | UNANIMOUS |

III. ACTION / DISCUSSION ITEM

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| A. Review of Employee Benefits Trust Recommendation and Discussion, Consideration and Possible Action Regarding Employee Benefits Plan Funding Level for 2013-2014 | UNANIMOUS |
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Dr. Cook advised the Governing Board that at the February 28, 2013 Governing Board meeting, several discussion points were presented to the Board for consideration regarding employee insurance benefits for next year. Dr. Cook stated that at the March 12, 2013 Special Meeting of the Employee Benefits Trust Board (EBT), the Trust Board reviewed final projections, considered possible employee contribution changes and then voted to recommend that the final plan and funding contribution levels for 2013-2014 remain the same as the current year with respect to plan design.

Mr. Maza stated that he delivered the material and direction to EBT on March 12, 2013, in regard to the Governing Board vote taken on February 28, 2013. He advised that the information was well received by the EBT. Mr. Maza stated that the Trust was very healthy because of the due diligence and the conservatism of the EBT's approach making sure that the employee dollars were used appropriately, were used specifically, and were used with intent to make sure that it remained self-funded in what it does with regard to employee benefits. Mr. Maza thanked his fellow Trust Board members (Mr. Ludwig, Mr. Myers, Mr. Spellman, and Ms. Hensley) for their work.

A motion was made by Mrs. Lambert that the Governing Board approve the proposed Employee Benefits Plan for 2013-2014 as provided in the recommendation from the Employee Benefits Trust, including the District contribution rate of \$5,046.48 per employee and employee contribution rates at the level utilized in the 2012-2013 plan year. The motion was seconded by Mr. Maza. The motion carried.

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IV. FUTURE AGENDA ITEMS

There were no future agenda items.

V. GOVERNING BOARD AND SUPERINTENDENT ACKNOWLEDGMENTS

Ms. Graziano thanked her fellow Governing Board members for the discussion at the February 28, 2013 Governing Board meeting regarding the 2013-2014 Employee Benefits Plan. She appreciated them seeing the difference of sending direction to the EBT and to not stop conversation. Ms. Graziano acknowledged the EBT for reviewing all of the information and taking the Governing Board's direction into consideration. Ms. Graziano thanked the EBT for all its work.

Dr. Cook acknowledged the efforts of Alta Vista Elementary School for coming in second place for the Desert Mission Food Bank "We Can End Hunger" Food Drive for which Mountain View School was recognized earlier in the meeting. Dr. Cook stated that although Alta Vista's student body was significantly smaller, the winner was calculated on a per pound, per child basis.

VI. CALL FOR EXECUTIVE SESSION

UNANIMOUS

Call for Executive Session: Pursuant to A.R.S. §38-431.03 – A.5

It was recommended that the Governing Board establish an Executive Session to be held immediately during a recess in the Regular Meeting for:

- A.5 - Discussions or consultations with the designated representative of the public body in order to consider its position and instruct its representatives regarding negotiations with employee organizations regarding the salaries, salary schedule, or compensation paid in the form of fringe benefits of employees of the public body – specifically regarding the 2012 Interest-based Negotiation (IBN) process.

A motion was made by Mrs. Lambert to call for an Executive Session. The motion was seconded by Ms. Graziano. The motion carried.

VII. RECESSING OF REGULAR MEETING FOR EXECUTIVE SESSION

VIII. EXECUTIVE SESSION – GENERAL FUNCTION (Mr. Maza did not participate telephonically for the Executive Session.)

A. Call to Order and Roll Call

B. Confidentiality Statement

All persons present are hereby reminded that it is unlawful to disclose or otherwise divulge to any person who is not now present, other than a current member of the Board, anything that has transpired or has been discussed during this executive session. To do so is a violation of ARS §38-431.03 unless pursuant to a specific statutory exception.

C. Discussion under A.R.S. §38-431.03 – A.5

- A.5 – Discussions or consultations with the designated representative of the public body in order to consider its position and instruct its representatives regarding negotiations with employee organizations regarding the salaries, salary schedule, or compensation paid in the form of fringe benefits of employees of the public body – specifically regarding the 2012 Interest-based Negotiation (IBN) process.

March 14, 2013

IX. RECONVENING OF REGULAR MEETING (Mr. Maza did not participate telephonically for the reconvening of Regular Meeting.)

X. ADJOURNMENT

UNANIMOUS

A motion was made by Ms. Graziano to adjourn the meeting at 8:14 p.m. The motion was seconded by Mrs. Lambert. The motion carried.

SIGNING OF DOCUMENTS

Documents were signed as tendered by the Governing Board Secretary

BOARD SECRETARY

DATE

BOARD OFFICIAL

DATE

March 14, 2013

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO:	Governing Board	<u> X </u>	Action
		<u> </u>	Discussion
FROM:	Dr. Susan J. Cook, Superintendent	<u> </u>	Information
		<u> </u>	1st Reading
DATE:	April 11, 2013		
AGENDA ITEM:	<u>*Approval/Ratification of Vouchers</u>		
INITIATED BY:	<u>Elizabeth Martinez, Accounting Manager</u>	SUBMITTED BY:	<u>David Velazquez, Director of Finance</u>
PRESENTER AT GOVERNING BOARD MEETING:	<u>Cathy Thompson, Director of Business Services</u>		
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:	<u>BBA, DK and A.R.S. §15-321</u>		

SUPPORTING DATA

Funding Source: Various
Budgeted: Yes

The Vice President of the Board reviews all vouchers prior to the meeting of the Board. Vouchers represent orders for payment of salaries, materials, equipment, and services. Documentation for warrants is available for inspection from the Finance Department located at the District Administrative Center.

APPROVE/RATIFY FY12/13 PAYROLL VOUCHERS (warrants for services and materials, payroll expense):

03/08/13	2,865,274.26
03/22/13	<u>2,890,604.91</u>
Totals:	<u>5,755,879.17</u>

APPROVE/RATIFY FY 12/13 EXPENSE VOUCHERS (warrants for services and materials, payroll expense):

03/06/13	989,738.38
03/11/13	330.00
03/13/13	231,691.42
03/13/13	6,807,167.62
03/15/13	114,860.42
03/20/13	<u>1,232,136.53</u>
Totals:	<u>9,375,924.37</u>

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve and ratify the payroll and expense vouchers as presented.

Superintendent



Board Action	Motion	Second	Aye	Nay	Abstain
Adams					
Graziano					
Jahneke					
Lambert					
Maza					

Agenda Item *II.A.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: April 11, 2013 Information
AGENDA ITEM: *Personnel Items 1st Reading

INITIATED BY: Justin Wing, Director of Human Resources
SUBMITTED BY: Justin Wing, Director of Human Resources

PRESENTER AT GOVERNING BOARD MEETING: Justin Wing, Director of Human Resources

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

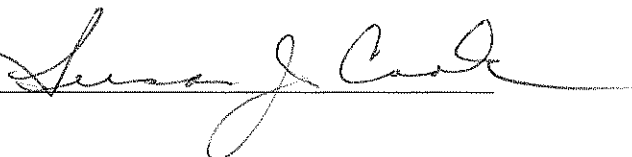
Funding Source: Various
Budgeted: Yes

The attached personnel actions are presented for approval.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the personnel items as presented.

Superintendent



Board Action	Motion	Second	Aye	Nay	Abstain
Adams					
Graziano					
Jahneke					
Lambert					
Maza					

Agenda Item *II.B.

PERSONNEL ACTION RECOMMENDED**April 11, 2013****I. RESIGNATIONS, RETIREMENTS, EXCESSES, AND LEAVES OF ABSENCE****A. ADMINISTRATIVE**

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Anderson	David	Principal	Sahuaro	Retirement-SmartSchools	28	6/11/2013
Case	Brenda	Principal	Ocotillo	Resignation	9	3/29/2013
Hoover	Leonard	Principal	Royal Palm	Retirement	7	6/11/2013
McCormick	Cathie	Assistant Principal	Washington	Retirement	7	6/11/2013

B. CERTIFIED

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Allard	Louisa	Teacher-6th Grade	Maryland	Leave of Absence for Fiscal Year 13-14		7/1/2013
Batiste	Audrey	Teacher-Kindergarten	Ocotillo	Resignation from Leave of Absence	4	6/30/2013
Burriesci	Charles	Teacher-Orchestra/Band	Tumbleweed	Retirement	4	5/30/2013
Callahan	Ashley	Teacher-Language Arts	Mountain Sky	Leave of Absence for Fiscal Year 13-14		7/1/2013
Chalik	Antone	Teacher-Math	Desert Foothills	Leave of Absence for Fiscal Year 13-14		7/1/2013
Ciba	Helen	Teacher-CCBSC	Ironwood	Retirement	12	5/30/2013
Davids	Francine	Lead Speech Pathologist	Special Services	Resignation	1	6/30/2013
Davis	Regan	Teacher	Palo Verde	Resignation from Leave of Absence	4	
Gale	Teresa	Teacher-2nd Grade	Orangewood	Deceased	9	3/14/2013
Jetton	Rachel	Teacher-Gifted	Ironwood	Leave of Absence for Fiscal Year 13-14		7/1/2013
Laugen	Stefanie	Teacher-Language Arts	Mountain Sky	Leave of Absence for Fiscal Year 13-14		7/1/2013
Lewis	Seith	Teacher-5th Grade	Lookout Mountain	Resignation from Leave of Absence	4	6/30/2013
McCusker	Marcia	Teacher-Reading	Maryland	Leave of Absence for Fiscal Year 13-14		7/1/2013
Morgan	Daniele	Teacher-1st Grade	Manzanita	Leave of Absence for Fiscal Year 13-14		7/1/2013
North	Gina	Program Coach	Acacia	Leave of Absence for Fiscal Year 13-14		7/1/2013
Quintana	Lena	Academic Intervention Specialist	Lakeview	Resignation from Leave of Absence	6	6/30/2013
Siegel	Dianne	Teacher-PE	Special Services	Leave of Absence for Fiscal Year 13-14	9	6/30/2013
Slezak	Jamie	Teacher-Kindergarten	Orangewood	Leave of Absence for Fiscal Year 13-14		7/1/2013
Spiegel	Nicole	Teacher-Kindergarten	Desert View	Leave of Absence for Fiscal Year 13-14		9/1/2013
Stock	Danielle	Teacher-6th Grade	Tumbleweed	Resignation from Leave of Absence	5	6/30/2013
Swarts	Rose	Teacher-Art	Shaw Butte	Leave of Absence for remainder of FY 12/13 and FY 13/14		4/16/2013
Sweeten	Ashley	Teacher-6th Grade	Washington	Resignation from Leave of Absence	5	6/30/2013
Thomas	Patricia	Teacher	Palo Verde	Resignation from Leave of Absence	9	6/30/2013

PERSONNEL ACTION RECOMMENDED
April 11, 2013

B. CERTIFIED (continued)

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Thorlin	Sara	Academic Intervention Specialist	Abraham Lincoln	Resignation from Leave of Absence	7	6/30/2013
Vink	Alicia	Teacher-Kindergarten	Tumbleweed	Resignation	2	5/30/2013
Walsh	Sonja	Teacher-3rd Grade	Shaw Butte	Leave of Absence for Fiscal Year 13-14		7/1/2013
Watson	Monica	Teacher-Gifted	Chaparral	Leave of Absence for Fiscal Year 13-14		7/1/2013
Williamson	Melody	Teacher-5th Grade	Arroyo	Resignation from Leave of Absence	12	6/30/2013
Work	Eryn	Teacher-Kindergarten	Shaw Butte	Leave of Absence for remainder of fiscal year		3/27/2013

C. FULL-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Carrico	Mary	Office Manager	John Jacobs	Leave of Absence for Fiscal Year 13-14		7/1/2013
Dunn	Kenneth	Custodian	Washington	Leave of Absence for Fiscal Year 13-14		7/1/2013
Duran	Dominique	Office Technician	Richard Miller	Resignation	6	2/25/2013
Rodriguez	Cynthia	Health Technician	Mountain View	Resignation	1	4/18/2013
Humphrey	Jamie	Night Custodian	Mountain Sky	Resignation	2	3/8/2013
Mitchell	Lucy	KidSpace Program Manager	Alta Vista	Retirement-SmartSchools	25	9/6/2013
Nodine	Adeline	Bus Driver	Transportation	Retirement	10	5/30/2013
Peters	Delores	Office Technician	Human Resources	Leave of Absence for remainder of FY 12/13 and FY 13/14		3/29/2013
Rodriguez	Cynthia	Health Technician	Mountain View	Resignation	1	3/29/2013
Sheets	Sharee	KidSpace Site Coordinator	Tumbleweed	Resignation	7 mo.	3/15/2013
Tarrent	Maureen	Food Service Manager	Chaparral	Leave of Absence for Fiscal Year 13-14		7/1/2013
Taylor	Georgia	Office Manager	Chaparral	Resignation from Leave of Absence	12	3/1/2013
Treinen	Kathleen	Library Technician	Arroyo	Resignation from Leave of Absence	3	6/30/2013

D. PART-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Angelini	Nancy	Paraprofessional	Mountain View	Resignation from Leave of Absence	26	6/30/2013
Bustamante	Ejay-Emmett	Paraprofessional	Washington	Resignation	5 mo.	3/15/2013
Chladek	Krystal	Bus Driver	Transportation	Resignation	4.5	3/8/2013
Hardy	Sabarina	Bus Driver	Transportation	Leave of Absence for Fiscal Year 13-14		7/1/2013
Hoffman	Sterlin	Paraprofessional	Sahuaro	Resignation	3 mo.	3/5/2013
Khatri	Manjula	Special Ed. Assistant	Sweetwater	Leave of Absence for Fiscal Year 13-14		7/1/2013
Koeplin	Colleen	Paraprofessional	Sahuaro	Resignation	4 mo.	3/15/2013
Kronewitter	Loretta	Paraprofessional	Moon Mountain	Resignation from Leave of Absence	7	6/30/2013
Manrique	Ashley	Special Ed. Assistant	Sweetwater	Resignation	7 mo.	3/15/2013
Melero-Sosa	Karina	KidSpace Assistant	Lookout Mountain	Resignation	1	3/15/2013
Perry	Noreen	Food Service Helper	Moon Mountain	Resignation	6 mo.	2/22/2013
Thomas	Amber	KidSpace Assistant	Sweetwater	Resignation	4 mo.	2/26/2013

PERSONNEL ACTION RECOMMENDED

April 11, 2013

D. PART-TIME CLASSIFIED (continued)

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Tolano	Stephanie	Crossing Guard	Palo Verde	Termination	2 mo.	3/25/2013
Urrutia	Maria	Paraprofessional	Arroyo	Resignation	13.5	3/15/2013
Walker	Marta	Special Ed. Assistant	Sweetwater	Resignation	4 mo.	3/15/2013

II. EMPLOYMENT**A. ADMINISTRATIVE**

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
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B. CERTIFIED

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
Barsness	Anne	Teacher	E	Return from Leave
Garza	Cathlene	Teacher	E	Return from Leave
Glaser	Jo	Teacher	E	Return from Leave
Harnois-Perkins	Theresa	Teacher	E	Return from Leave
Jolly	Jennifer	Teacher	E	Return from Leave
Moscioni	Emily	Teacher	E	Return from Leave
Song	Ju Young	Teacher	E	Return from Leave

C. FULL-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
Bagley	Desiree	Social Worker	E	Mountain View
Colunga	Maria	Office Technician	E	Shaw Butte
Hansen	Debra	Office Technician	E	Chaparral
McGlade	Deena	Office Manager	E	Palo Verde
Nelson	Kristy	Food Service Unit Leader	E	Returning from Leave

D. PART-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
Allen	Richard	Crossing Guard	E	Mountain Sky
Almeda-Perez	Lesly	Food Service Clerk	E	Sunset
Bahic	Zlatko	Crossing Guard	E	Desert Foothills
Barnes	Vanessa	KidSpace Site Coordinator	E	Tumbleweed
Barrett	Maria	HeadStart Assistant	E	HeadStart
Canales	Jasmin	Special Ed. Assistant	E	Ironwood
Chavez Chavez	Christina	KidSpace Assistant	E	Orangewood
Dumdie	Sean	Paraprofessional	E	Manzanita
Eidson	Mary	Paraprofessional	E	John Jacobs
Estrada Barajas	Alejandra	Food Service Helper	E	Desert Foothills
Fakhouri	Rayan	Crossing Guard	E	Acacia
Fasnacht	Brittany	Paraprofessional	E	Lakeview
Flores	Nancy	Food Service Helper	E	John Jacobs
Hajre	Ymvene	Paraprofessional	E	Maryland
Hovater	Jenny	Teacher Assistant	E	Ironwood
Hurst	Laura	Paraprofessional	E	Royal Palm
Larson	Shanda	Special Ed. Assistant	E	Sunburst
Palmer	Cynthia	Paraprofessional	E	Royal Palm
Rodriguez	Robert	Bus Driver	E	Transportation
Sappingfield	Anita	Bus Driver	E	Transportation

PERSONNEL ACTION RECOMMENDED

April 11, 2013

D. PART-TIME CLASSIFIED (continued)

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
Satterlund	Vanessa	HeadStart Support Instructor	E	HeadStart
Schaefer	Kimberly	Paraprofessional	E	Sunnyslope
Siers	Ashleigh	Bus Assistant	E	Transportation
Simsar	Aram	Detention Monitor	E	Richard Miller
Smith	Angeline	Special Ed. Assistant	E	Sweetwater
Soto	Maria	HeadStart Assistant	E	HeadStart
Thomas	Amber	KidSpace Assistant	E	Sweetwater
Usleman	Deidra	KidSpace Assistant	E	Orangewood
Webster	Judy	KidSpace Assistant	E	Richard Miller

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: April 11, 2013 Information
AGENDA ITEM: *Public Gifts and Donations (The Value of Donated Items is Determined by the Donor) 1st Reading
INITIATED BY: Dr. Susan J. Cook, Superintendent SUBMITTED BY: Dr. Susan J. Cook, Superintendent
PRESENTER AT GOVERNING BOARD MEETING: Dr. Susan J. Cook, Superintendent
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA and A.R.S. §15-341


SUPPORTING DATA

Funding Source: Donations
Budgeted: N/A

1. Act One Foundation donated tickets to a Childsplay production at the Tempe Center for the Arts and bus transportation with an approximate value of \$1,500.00 for the benefit of 4th grade students at Cactus Wren Elementary School.
2. Cactus Wren Parent/Teacher Organization donated shirts with an approximate value of \$1,991.42 to be used for the benefit of the students at Cactus Wren Elementary School for special events.
3. Cactus Wren Parent/Teacher Organization donated a washer and dryer with an approximate value of \$1,050.00 to be used to wash donated items for the benefit of students at Cactus Wren Elementary School.
4. Doug and Tawnya Raber donated a check in the amount of \$700.00 to be used to purchase a SMART Board for the benefit of students in Mrs. Kenyon's classroom at Cactus Wren Elementary School.
5. Ann White-Watkins donated a check in the amount of \$300.00 to be used to purchase a SMART Board for the benefit of students in Mrs. Kenyon's classroom at Cactus Wren Elementary School.
6. Deanne Pride donated a check in the amount of \$500.00 to be used to purchase a SMART Board for the benefit of students in Mrs. Kenyon's classroom at Cactus Wren Elementary School.
7. Kroger (Fry's Food Stores) donated a rebate check in the amount of \$500.00 to be used for the benefit of students at Desert Foothills Junior High School.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the gifts and donations as presented.

Superintendent 

Board Action	Motion	Second	Aye	Nay	Abstain
Adams					
Graziano					
Jahneke					
Lambert					
Maza					

Agenda Item *II.C.

***Public Gifts and Donations (The Value of Donated Items is Determined by the Donor)**

April 11, 2013

Page 2

8. Suzanne Spoon donated 92 copies of the book she authored, Plucky The Featherless Chicken with an approximate value of \$731.40 for the benefit of all first grade students at Desert View Elementary School.
9. Mountain Sky S.P.I.C.E. (Parent/Teacher Organization) donated a check in the amount of \$9,473.00 to be used towards stipends for extra-curricular activities for the benefit of students at Mountain Sky Junior High School.
10. Comerica Bank donated a check in the amount of \$300.00 to be used for student and teacher incentives for the 21st Century After-School Academy at Ocotillo Elementary School.
11. Trinity Mennonite Church donated a check in the amount of \$2,538.76 to be used for the benefit of students at Palo Verde Middle School.
12. Chicanos Por La Causa donated a check in the amount of \$2,500.00 to be used for the benefit of students at Shaw Butte Elementary School.
13. Steve Stewart of Payden & Rygel donated 11 computer monitors with an approximate value of \$4,000.00 to be used for the benefit of students at Shaw Butte Elementary School.
14. Gannett Foundation donated a check in the amount of \$400.00 to be used for the benefit of students in the MStart Video Production Club at Sweetwater School.
15. Sunset Parent/Teacher Organization donated a Canon video camera with an approximate value of \$1,300.00 to be used for the benefit of students at Sunset Elementary School.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: April 11, 2013 Information
AGENDA ITEM: *Out-of-State Travel 1st Reading

INITIATED BY: Maggie Westhoff, Director of Professional Development
SUBMITTED BY: Maggie Westhoff, Director of Professional Development

PRESENTER AT GOVERNING BOARD MEETING: Maggie Westhoff, Director of Professional Development

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: See Attached
Budgeted: Yes

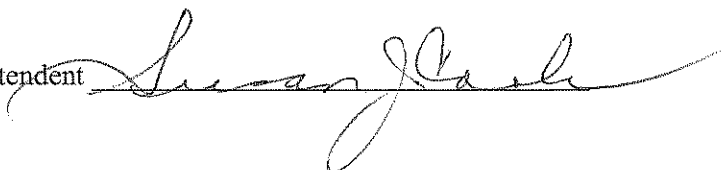
The following out-of-state travel request has been reviewed and is recommended for approval:

1. Lydia Garcia, Recruitment Analyst, to attend the ASHA – American Speech Language Hearing Association Conference, July 11-14, 2013, in Long Beach, CA, at a cost of \$2,127.00.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Out-of-State Travel request as presented.

Superintendent



Board Action	Motion	Second	Aye	Nay	Abstain
Adams					
Graziano					
Jahneke					
Lambert					
Maza					

Agenda Item *II.D.

WASHINGTON ELEMENTARY SCHOOL DISTRICT #6
DATE OF BOARD AGENDA ITEM - April 11, 2013

OUT-OF-STATE TRAVEL REQUEST FORM

Name of Traveler(s) <i>(as it appears on your driver's license)</i>	Position	School/Department
Lydia Garcia	Recruitment Analyst	Human Resources

CONFERENCE INFORMATION:

CONFERENCE TITLE:	ASHA - American Speech Language Hearing Association Conference						
TRAVEL DATES:	July 11-14, 2013						
CONFERENCE LOCATION:	Long Beach, CA						
SOURCE OF FUNDING: Description:	Recruitment 2012-2013 Registration Funds						Total
Registration Account Code:	140	100	2200	6331	522	0000	\$ 900.00
SOURCE OF FUNDING: Description:	Recruitment 2013-2014 Travel Funds						Total
Travel Account Code:	001	100	2570	6580	505	0000	\$ 1,227.00
SOURCE OF FUNDING: Description:	Substitute Funds (Funding Source)						Total
Substitute Account Code:				6129			\$ 0.00

PURPOSE OF TRAVEL: In an effort to increase recruitment of speech-language therapists, Lydia Garcia will host a recruitment booth at the National ASHA School Conference. This conference is held for speech-language therapists servicing the educational field, thus reducing competition with other industries such as health and the private sector.

MAXIMUM COSTS:

REGISTRATION FEE:	\$ 900.00
MEALS	\$ 224.00
LODGING:	\$ 550.00
SUBSTITUTES	\$ N/A
TRANSPORTATION:	\$
AIR	\$ 353.00
CAR RENTAL/PARKING	\$ N/A
BUS/TAXI/SHUTTLE	\$ 100.00
TOTAL COST:	\$ 2,127.00

SIGNATURES

Jutin Wing, Director of Human Resources
Supervisor

Dr. Maggie Westhoff
Supervisor

Justin Wing
Budget Manager

COMMENTS: Registration Fees will be paid for using 2012-2013 funds – Travel expenses will come out of 2013-2014 funds.

Please Note: Actual costs may occasionally vary from estimated amounts. Therefore, reimbursement for actual costs which exceed estimates, yet do not exceed the maximum reimbursement allowed by statute, will be subject to approval by the Superintendent or designee.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
 FROM: Dr. Susan J. Cook, Superintendent Discussion
 DATE: April 11, 2013 Information
1st Reading

AGENDA ITEM: *Acceptance of the Washington Education Foundation Grants in the Amount of \$4,326.50

INITIATED BY: Kathleen McKeever, Interim
 Director of Academic Support
 Programs

SUBMITTED BY: Kathleen McKeever, Interim
 Director of Academic Support
 Programs

PRESENTER AT GOVERNING BOARD MEETING: Kathleen McKeever, Interim Director of Academic
 Support Programs

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: DDA

SUPPORTING DATA

Funding Source: Grants
 Budgeted: Yes

In accordance with Board policy, the Governing Board is advised that the following grants have been received in support of Washington Elementary School District students, parents, and staff.

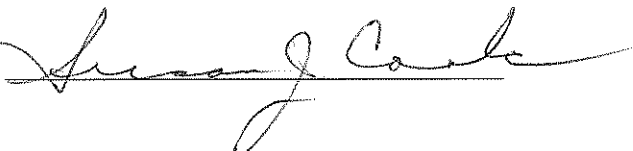
Funder	Location	Amount	Purpose
Washington Education Foundation	Abraham Lincoln Elementary (N)	\$500.00	Document Camera/Books
Washington Education Foundation	Arroyo Elementary (N)	\$500.00	Instructional Materials/Transportation
Washington Education Foundation	Cactus Wren Elementary (N)	\$500.00	Robotic Student Kits
Washington Education Foundation	John Jacobs Elementary (N)	\$450.54	STEM Instructional Program

(N) New (N)* New application for an existing grant (R) Renewal (A) Amendment

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the acceptance of the Washington Education Foundation grants in the amount of \$4,326.50.

Superintendent



Board Action	Motion	Second	Aye	Nay	Abstain
Adams					
Graziano					
Jahneke					
Lambert					
Maza					

Agenda Item *II.E.

***Acceptance of the Washington Education Foundation Grants in the Amount of \$4,326.50**

April 11, 2013

Page 2

Washington Education Foundation	Mountain Sky Junior High (N)	\$500.00	Jumpstart Teacher Stipend
Washington Education Foundation	Mountain Sky Junior High (N)	\$500.00	Jumpstart Teacher Stipend
Washington Education Foundation	Manzanita Elementary (N)	\$482.25	STEM /Legos
Washington Education Foundation	Mountain View Elementary (N)	\$418.73	Student Supplies
Washington Education Foundation	Sunset Elementary (N)	\$474.98	Instructional Supplies

(N) New (N)* New application for an existing grant (R) Renewal (A) Amendment

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: April 11, 2013 Information
AGENDA ITEM: *Annual Intergovernmental Cooperative Purchase Agreements with the State Procurement Office (SPO), Strategic Alliance for Volume Expenditures (SAVE) and Mohave Educational Services Cooperative (MESC) 1st Reading

INITIATED BY: Howard Kropp, Administrator of Purchasing SUBMITTED BY: Cathy Thompson, Director of Business Services

PRESENTER AT GOVERNING BOARD MEETING: Howard Kropp, Administrator of Purchasing

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: A.R.S. 11-952; A.A.C. R7-2-1191-R7-2-1195

SUPPORTING DATA

Funding Source: Various
Budgeted: Yes

The Purchasing Department is recommending authorization to utilize the contracts presented for anticipated purchases in excess of the bidding threshold. No school or department can spend more than is budgeted without prior approval from the Finance Department. Schools and departments budget for goods or services without a particular vendor in mind.

Presented is a list of Intergovernmental Cooperative Purchase Agreements related to the Purchasing Department previously awarded by the Governing Board.

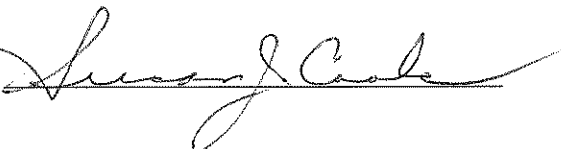
A.R.S. 11-952 and A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements. A school district may either, participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any materials, services, or construction with one or more public procurement units in accordance with an agreement entered into between the participants. By participating in a cooperative purchase, public entities that bid common items/services can obtain economy of scale pricing and best value and reduce administrative duplication of cost and effort for all participating public entities.

Copies of the contracts are available for review in the Purchasing Department. The Purchasing Department follows a process to perform due diligence on every cooperative contract prior to making a recommendation for award.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Intergovernmental Cooperative Purchase Agreements and contract purchases with the State Procurement Office (SPO), Strategic Alliance for Volume Expenditures (SAVE) and Mohave Educational Services Cooperative (MESC).

Superintendent



Board Action	Motion	Second	Aye	Nay	Abstain
Adams					
Graziano					
Jahneke					
Lambert					
Maza					

Agenda Item *II.F.

STATE CONTRACTS

There is available budget capacity.

Contract Title:	Furniture
Vendor(s):	
Anthro International	Interior Solutions of Arizona
Arizona Furnishings	Staples Contract and Commercial
Corporate Interior Systems	TAB Office Resources
Elontec	Target Commercial Interiors
Facilitec	Teknion
Goodmans	Tucson Business Interior's
Estimated 2012-2013 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual Departments and Schools/Soft Capital/Capital
Expended-To-Date	\$384,329.74

There is available budget capacity.

Contract Title:	Statewide Environmental Abatement Services for Asbestos and Lead
Vendor(s):	
Native Environmental	East Valley Disaster Services
Spray Systems of Arizona	
Estimated 2012-2013 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Maintenance/M&O
Expended-To-Date	\$111,392.52

To be purchased as warehouse stock item

Contract Title:	Copy Paper
Vendor(s):	Staples
Estimated 2012-2013 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Materials Management Center/M&O
Expended-To-Date	\$23,703.62

MOHAVE CONTRACTS

There is available budget capacity.

Contract Title:	Musical Instruments, Equipment, Supplies and Repair Choral Risers and Stage Equipment
Vendor:	Wenger Corporation
Description of Purchase:	Musical instruments, equipment, supplies and repair services as well as choral risers and state equipment.
Estimated 2012-2013 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual Departments and Schools/Soft Capital/Capital
Expended-To-Date	\$2,977.16

SAVE CONTRACT

There is available budget capacity.

Contract Title:	Election Consultant
Vendor(s):	Primary Consultants
Contract Issuer:	Contract issued through Paradise Valley USD #11-041
Estimated 2012-2013 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Governing Board/M&O
Expended to date in 2012-2013:	New Contract

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: April 11, 2013 Information
AGENDA ITEM: *Award of Contract – RFP No. 12.020, Student Identification System to Dorian Studio 1st Reading
INITIATED BY: Howard Kropp, Director of Purchasing Services SUBMITTED BY: Cathy Thompson, Director of Business Services
PRESENTER AT GOVERNING BOARD MEETING: Cathy Thompson, Director of Business Services
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: M&O
Budgeted: Yes

On November 8, 2012, the Governing Board authorized the issuance of RFP No. 12.020, Student Identification System, to obtain a qualified firm(s) to provide a complete student identification system to the District.

This RFP process was initiated with the intent to obtain a student identification system that would provide ID cards for all of our students to increase safety and security. The District wanted an identification system that would print barcodes that could also be utilized in the cafeteria and library. Also included in the RFP was a request for a solution that would provide our bus riding students with an ID card that could be “read” by equipment on the bus and indicate when a student got onto the bus and when that student got off of the bus. There was no response to this portion of the RFP and this equipment will need to be procured separately.

The intent of this solicitation was to help the District cover the cost of the ID equipment. Within the scope of this solicitation, the awarded vendor was to provide identification card printers, cameras and start-up supplies to be used in conjunction with student photos. Without this solicitation the District would have to expend the funds to purchase these items at a cost of approximately \$60,000.00. In addition, the District would also have recurring costs for software and hardware maintenance and additional ongoing costs for printer ribbons and blank cards.

This program will have to be phased in as some sites already had agreements in place with other photographers for next year as well as some site PTO groups have signed agreements as well.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board award a contract under RFP No. 12.020, Student Identification System, to Dorian Studio not to exceed the amount of \$10,000.00 to cover the cost of supplies only; the balance of the contract is at no expense to the District.

Superintendent 

Board Action	Motion	Second	Aye	Nay	Abstain
Adams					
Graziano					
Jahneke					
Lambert					
Maza					

Agenda Item *II.G.

April 11, 2013

Page 2

Two hundred twenty-six (226) vendors were notified of the solicitation. Three (3) responsive, responsible proposals were received and opened on December 18, 2012. Chris Lieurance, Director of MIS; Rene Rojas, Systems Support Supervisor, Denis Robertson, Supervisor of Systems and Programs, Patrick Orozco, Applications Analyst, Laurie Richards, Student Services Specialist, and Howard Kropp, Director of Purchasing, evaluated the proposals and recommend Dorian Studio for award in an amount not to exceed \$10,000.00 to cover supply items. The balance of the contract is at no expense to the District.

The initial evaluation in which all evaluators were unanimous in ranking the responses are as follows:

Vendor	Rank
Dorian Studio	1
Campos Creative School Portraits	2
Top Choice Studios	3

We then discussed with principals the potential for an award to a single vendor for school pictures. This discussion was followed up by meetings with a small group of principals and assistant principals, and this smaller group suggested polling the principal groups with specific questions. Dr. Bailey initiated the poll to the principal group, which brought out generally positive feedback toward the intent of the project. Keep our students safe and secure!

A copy of the solicitation is available for review in the Purchasing Department

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: April 11, 2013 Information
AGENDA ITEM: *Salt River Project (SRP) Distribution Interconnection Agreement for Class I Inverter Based Generators 1st Reading

INITIATED BY: Cathy Thompson, Director of Business Services SUBMITTED BY: Cathy Thompson, Director of Business Services

PRESENTER AT GOVERNING BOARD MEETING: Cathy Thompson, Director of Business Services

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

Roadrunner Elementary School is the recipient of the Green Schoolhouse Safari Project, a 6,000 square foot educational building designed to be a LEED certified structure and to contain several sustainable features including a roof mounted solar installation. Roadrunner Elementary School is in the Salt River Project (SRP) service area.

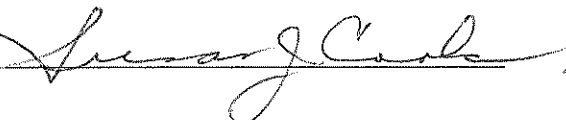
SRP requires that all customers that will interconnect their solar electric system to SRP's electrical distribution system sign an agreement that outlines the interconnection rules and requirements. SRP is mandated to map every energy source connected to their grid so that if an outage would occur and they had to send troubleshooters to the site, they would have both the information and authorization to disconnect the system.

The Governing Board is asked to authorize the Superintendent to sign the Distribution Interconnection Agreement for Class I Inverter Based Generators 50kW or Less.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Salt River Project (SRP) Distribution Interconnection Agreement for Class I Inverter Based Generators and authorize the Superintendent to execute the Agreement on behalf of the District.

Superintendent



Board Action	Motion	Second	Aye	Nay	Abstain
Adams					
Graziano					
Jahneke					
Lambert					
Maza					

Agenda Item *II.H.



DISTRIBUTION INTERCONNECTION AGREEMENT FOR CLASS I INVERTER BASED GENERATORS 50kW or Less

PARTIES

This Distribution Interconnection Agreement for Class I Inverter Based Generators ("Agreement") is entered into by and between Washington Elementary School District 6 ("Customer") and Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing pursuant to the laws of the State of Arizona ("SRP").

RECITALS

Customer has requested to interconnect its Customer-owned inverter based generation, 50 kW or less, to SRP's electrical service grid at the metered location 7704 North 39th Avenue, Phoenix, AZ 85051 and to participate in the SRP Solar Electric Program.

Customer may elect to have a separate entity ("Third Party") design, install, own or operate the Generating Facility and satisfy some or all of the terms of this Agreement via separate agreement.

SRP requires that all customers operating Generating Facilities in parallel with SRP's electrical distribution system sign a Distribution Interconnection Agreement prior to interconnection. This Agreement governs the terms and conditions under which the Generating Facility will interconnect with, and operate in parallel with, the SRP Distribution System.

Concurrently, Customer and SRP are entering into an Environmental Attributes and Reporting Rights Agreement for SRP to purchase the renewable energy credits from Customer for a period of 20 years.

In consideration of the parties' mutual promises, undertakings, and agreements, the parties agree as follows:

AGREEMENT

1.0 Generating Facility Qualification.

- 1.1 Customer-owned inverter based generation shall have a Maximum power rating that:
 - a. Does not exceed 90% of the Customer's utility distribution service ratings; and
 - b. is 50 kW or less.
- 1.2 Maximum power rating for the Customer-owned inverter based generation is 29.985 kW (AC).

2.0 Effective Date, Term and Termination. This Agreement shall become effective on the Effective Date (as defined below) upon execution by the parties and shall remain in effect unless and until terminated as provided for in this Section of this Agreement.

- 2.1 This Agreement shall remain in effect from the Effective Date for a period of 20 years (the term specified in the SRP Program Agreement and Bill of Sale for Customer Owned Solar Electric Systems ("Program Agreement and Bill of Sale")) or such other longer period as the Customer may request unless earlier terminated as provided herein:
 - a. This Agreement may be terminated by SRP after giving written notification to the Customer if SRP specifies that the Generating Facility is out of compliance with the terms

- and conditions of this Agreement and the Customer fails to take any corrective action within ninety (90) days.
- b. This Agreement may be terminated by the Customer after giving SRP thirty (30) days advance written notice that the Generating Facility will permanently cease operation.
 - c. This Agreement may be terminated at any time by written mutual agreement of Customer and SRP.
 - d. Either party may terminate this Agreement for any uncured default, pursuant to Section 12.0 of this Agreement.
- 2.2 Upon termination of this Agreement, whether initiated by either SRP or Customer, the Generating Facility will be disconnected from the SRP Distribution System. All costs required to effectuate such disconnection shall be borne by the Customer, unless such termination resulted from SRP's default of this Agreement or SRP otherwise is responsible for these costs under this Agreement.
- 2.3 The termination of this Agreement shall not relieve either party of its liabilities or obligations, owed or continuing at the time of termination.
- 2.4 The provisions of Section 2.0 shall survive termination or expiration of this Agreement.
- 3.0 Sale of Property - Notice to Subsequent Purchaser.** If Customer intends to sell the property upon which the Generating Facility is located, prior to the closing, Customer will notify the prospective purchaser that:
- 3.1 As a condition of receiving electric service from SRP, and in order to interconnect with SRP's electrical distribution system and to receive any buyback service benefits, the purchaser must sign SRP's then-current version of the Distribution Interconnection Agreement.
 - 3.2 SRP is the owner of all Environmental Attributes and Reporting Rights (defined below) associated with the first 20 years of energy generated by the Generating Facility.
- 4.0 Customer's General Obligations.** Customer, and not SRP, shall be responsible for the following at its own expense:
- 4.1 Customer shall submit the plans for design and installation of the Generating Facility to SRP for review of the compatibility of the Generating Facility with the operation, reliability, integrity and safety of SRP's electrical distribution system and personnel.
 - 4.2 Customer shall fully comply with SRP's Rules and Regulations, Electric Service Specifications, Technical Requirements for Generating Facilities Interconnecting to the Distribution System, Technical Interconnection Requirements, and applicable Standard Electric Price Plans and Riders, as those documents may be amended or revised by SRP from time-to-time. All those documents are adopted and incorporated as part of this Agreement and are available at SRP's principal office, as well as at SRP's website, www.srpnet.com. The current version of the Technical Interconnection Requirements is attached as Exhibit A.
 - 4.3 Customer shall be solely responsible for all legal and financial obligations arising from design, construction, installation, operation, and maintenance of the Generating Facility.
 - 4.4 Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the Generating Facility and must use a licensed, bonded and insured contractor to design and install the Generating Facility. Unless otherwise approved in writing by SRP, Customer shall install only Underwriters Laboratories Inc. certified equipment and devices as part of the Generating Facility.
 - 4.5 Customer shall operate and maintain the Generating Facility and all other Customer-owned equipment on the Customer's side of the Point of Interconnection in good repair and be solely

responsible for protection of the Generating Facility from electrical events originating on either side of the Point of Interconnection.

- 4.6 Customer may elect to have a Third Party design, install, own or operate the Generating Facility. However, Customer shall still be responsible for ensuring that all its obligations under this Agreement are fulfilled.

5.0 SRP General Obligations. SRP, and not Customer, shall be responsible for the following at its own expense:

- 5.1 SRP shall witness testing of the Generating Facility and Customer's electrical system and confirm in writing that test results are satisfactory before Customer shall be permitted to operate the Generating Facility in parallel with SRP's electrical distribution system. SRP'S WITNESS TESTING AND REVIEW OF CUSTOMER'S PLANS, SPECIFICATIONS, DESIGNS, AND TEST RESULTS SHALL NOT BE CONSTRUED AS CONFIRMING OR ENDORSING THE DESIGN OF, OR AS ANY WARRANTY OF SAFETY, DURABILITY OR RELIABILITY OF, THE GENERATING FACILITY, CUSTOMER'S EQUIPMENT OR PROTECTIVE DEVICES, OR THE TECHNICAL OR ECONOMIC FEASIBILITY OF THE GENERATING FACILITY. THE SOLE PURPOSE OF SRP'S REVIEW IS TO EVALUATE WHETHER SRP'S ELECTRICAL DISTRIBUTION SYSTEM WILL BE ADVERSELY AFFECTED BY THE GENERATING FACILITY. CUSTOMER SHALL NOT COMMENCE PARALLEL OPERATION OF THE GENERATING FACILITY UNTIL CUSTOMER RECEIVES FINAL WRITTEN APPROVAL FROM SRP.
- 5.2 SRP shall pay for energy delivered to it in accordance with any applicable buyback service rider or applicable successor pricing document for which Customer may be eligible.

6.0 SRP Right of Access and Inspection of Documents and Generating Facility.

- 6.1 SRP reserves the right in its sole and absolute discretion to review all information, specifications, designs, and test results relating to the Generating Facility. SRP may require modifications to the Customer's specifications and designs based on current industry standards to enable SRP to operate its electrical distribution system as safely and reliably as possible.
- 6.2 Customer hereby grants SRP's employees and agents the right of access to the premises at all times for emergency operation or repair of SRP's equipment and related facilities, and at all other reasonable times for such purposes as installing, constructing, modifying, testing and maintaining SRP's equipment and related facilities. SRP reserves the right to inspect the Generating Facility at any time, in its sole and absolute discretion, upon reasonable notice (if practical) to Customer. If SRP has reason to believe that Customer may be operating in a manner unsafe or harmful to SRP's electrical distribution system, personnel or the general public, SRP may also request that Customer test the Generating Facility and provide SRP the results in writing irrespective of periodic testing of equipment that may be required or has been completed pursuant to Exhibit A.

7.0 SRP Right to Require Customer to Disconnect Generating Facility from SRP Electrical Distribution System. SRP shall not be obligated to be interconnected with the Generating Facility nor to accept energy from Customer, and SRP, in its sole and absolute discretion, may require Customer to disconnect from the SRP electrical distribution system or interrupt or reduce deliveries of energy to SRP: (a) when necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any SRP equipment, any part of SRP's electrical distribution system, or the Generating Facility; (b) because of emergencies, forced outages, uncontrollable forces or compliance with prudent electrical practice; or (c) when Customer is in breach of any of its obligations under this Agreement.

- 8.0 SRP Right to Disconnect Generating Facility from SRP Electrical Distribution System.** Notwithstanding any other provision of this Agreement, if SRP, in its sole and absolute discretion, determines that continued operation of the Generating Facility may (a) endanger SRP personnel or the general public or (b) impair the integrity of SRP's electrical distribution system, SRP may disconnect the Generating Facility from SRP's electrical distribution system. In such event, the Generating Facility shall remain disconnected until SRP is satisfied that the preceding conditions (a) and/or (b) have/have been corrected. SRP shall have no obligation to compensate Customer for any loss of energy during any and all periods when the Generating Facility is operating at reduced capacity or is disconnected from the SRP electrical distribution system pursuant to this Agreement.
- 9.0 Liability and Damages.** To the fullest extent permitted by law, SRP, the members of its governing bodies, its officers, agents and its employees (collectively, the "Related Parties" for purposes of this Section 9.0) shall not be liable to Customer or its Related Parties or its successors or assigns, or their respective insurers, for any incidental, indirect, consequential, punitive or other special damages whatsoever, including, without limitation, lost profits, production losses, production delays, or any and all other non-direct damages or losses, for performance or nonperformance of its obligations under this Agreement, even if SRP is advised of the possibility thereof, and irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of Customer, SRP or others), strict liability, contracts, operation of law, or otherwise.
- 10.0 Customer Indemnification.** To the fullest extent permitted by law, Customer shall indemnify, defend and hold harmless SRP and its Related Parties for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with: (a) Customer's or any non-SRP party's design, construction, installation, inspection, maintenance, testing or operation of the Generating Facility or equipment used in connection with this Agreement; (b) the interconnection of the Generating Facility with, and delivery of energy from the Generating Facility to, SRP's electrical distribution system; or (c) the performance or nonperformance of Customer's obligations under this Agreement. It is the intent of SRP and Customer that SRP shall, in all instances except for loss or damage resulting from the sole negligence of SRP, be indemnified against all liability, loss, or damage of any nature whatsoever for or on account of any injuries or death of person(s) or damages to or destruction of property belonging to any person arising out of, or in any way connected with, Customer's performance of this Agreement and the interconnection of the Generating Facility. Customer's obligations under this Section shall survive the termination of this Agreement.
- 11.0 Environmental Attributes and Reporting Rights.** For purposes of this Agreement, "Environmental Attributes and Reporting Rights" means any and all fuel, emissions, air quality, or other environmental characteristics, including green energy tags, renewable energy credits, or certificates attributable to the metered output generated by the Generating Facility and all rights to report ownership of such items to any person or entity under Section 1605(b) of the Energy Policy Act of 1992, any successor or replacement statutes, or otherwise.
- 12.0 General Terms and Conditions.** This Agreement shall be interpreted, governed by, and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and Customer agree that any action, suit, or proceeding arising out of or relating to this Agreement shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Agreement. None of the provisions of this Agreement shall be considered waived by either party except when such waiver is given in writing. No waiver by either party of any one or more defaults in the performance of the provisions of this Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all

other provisions of this Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. Upon its Effective Date, this Agreement supersedes all prior agreements or commitments for interconnection and/or buyback service between the parties for the point of interconnection herein specified. This Agreement does not govern the terms and conditions for the delivery of power and energy to Customer from SRP's electrical distribution system or Customer's participation in the SRP Solar Electric Program.

Customer understands and agrees to all terms and conditions of this Agreement. The undersigned represents and warrants that he or she has the authority to sign this Agreement on behalf of Customer. This Agreement is dated and effective as of the last signing date below ("Effective Date").

Customer

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

SRP

Name: _____

Printed Name: Robert J. TrzepkowskiTitle: Manager, Distributed Generation Center

Date: _____

Exhibit A

TECHNICAL INTERCONNECTION REQUIREMENTS

SRP or Customer may from time to time require changes in Customer's connection, protective, or control equipment to meet changing conditions and requirements for the Generating Facility or SRP's electrical distribution system.

1.0 GENERAL OBLIGATIONS:

- 1.1 Customer shall ensure that the electrical characteristics of its load and generating equipment shall conform to SRP's normal power quality requirements. Any deviation from sine wave form or unusual interval fluctuations in power demand or production shall not result in impairment of electrical service to others. Power factor and quality issues are defined in SRP's Electric Service Specifications and its Rules and Regulations.
- 1.2 Customer shall design, own, operate and maintain the Generating Facility in good repair in accordance with manufacturer's guidelines and prudent electrical practices, and provide written evidence to SRP of such compliance upon request of SRP.
- 1.3 The Generating Facility at this installation must be off line before the SRP electric service is restored (reclosed) following a trip of the SRP feeder breaker. Relaying and protection requirements stated herein shall take into consideration whether Customer has more than one generator, and whether such generator(s) can be switched by Customer among multiple Points of Interconnection.
- 1.4 During SRP Hold Tag (the method used as an aid in protection of personnel working on or near energized equipment, whereby Reclosing of a line is disabled) conditions, Exhibit A-1, there could be times when SRP is not available to serve Customer's load, or there could be a need to do live line work. During these times, Customer will provide a means to physically disconnect the interconnected generators at their site.
- 1.5 Relaying and protection requirements stated herein shall take into consideration whether Customer has more than one generator, and whether such generator(s) can be switched by Customer among multiple Interconnection Points.
- 1.6 Customer must notify SRP when connecting to the grid if limitations, defined previously in this Agreement are exceeded.

2.0 CUSTOMER EQUIPMENT REQUIREMENTS:

Although the Generating Facility is equipped with its own protective and control circuitry, additional protective equipment (as outlined below) is required to permit parallel operation. Also, SRP may specify other equipment requirements in the future depending on the effects operation of the Generating Facility will have on the SRP electrical distribution system.

2.1 LOAD-BREAK DISCONNECT:

Customer shall install a load-break disconnect device with a visible break for use by SRP as a means of electrically isolating the SRP electrical distribution system from the Generating Facility and to establish working clearance for maintenance and repair work in accordance with SRP safety rules and practices, subject to the following requirements:

- 2.1.1 The disconnect device or circuit breaker must be accessible at all times to SRP personnel. It cannot be located inside a gated yard or inside an enclosed space, and should be easily accessible.
- 2.1.2 The disconnect device or circuit breaker must be lockable only in the open position with a standard SRP padlock. Only SRP personnel shall remove this padlock. UNAUTHORIZED REMOVAL SHALL BE DEEMED A MATERIAL BREACH OF THE INTERCONNECTION AGREEMENT.
- 2.1.3 Customer is responsible for all labor and material costs to maintain, repair, or replace the disconnect device or circuit breaker.

- 2.1.4 The disconnect device or circuit breaker and its location must be approved by SRP prior to installation.
- 2.1.5 The disconnect device or circuit breaker may be opened at any time by SRP without notice
- 2.1.6 Customer shall label the disconnect switch as shown below:
 - 2.1.6.1 DISTRIBUTED GENERATION DISCONNECT SWITCH
 - 2.1.6.2 WARNING – ELECTRICAL SHOCK HAZARD
 - 2.1.6.3 DO NOT TOUCH TERMINALS
 - 2.1.6.4 TERMINALS ON BOTH THE LINE AND LOAD SIDES
 - 2.1.6.5 MAY BE ENERGIZED IN THE OPEN POSITION
- 2.1.7 For inverter based Generating Facilities greater than 1MW, Customer may be required to install a Remote Disconnect Device, at SRP's sole discretion, that allows SRP Distribution Operations Center the ability to remotely disconnect the Generating Facility.
- 2.2 CIRCUIT BREAKER OR CONTACTOR: A circuit breaker or contactor at the point of interconnection or at the generator must be used for isolating the Generating Facility from SRP during system over/under frequency, over/under voltage and ground fault conditions.
- 2.3 RELAYING:
 - 2.3.1 PROTECTIVE FUNCTIONS:

Protection functions for over voltage, under voltage, over frequency, under frequency, ground faults and islanding at the Point of Interconnection Point, shall be provided by an undervoltage contactor. The contactor provided in the inverter performs these functions. The inverter must be listed as meeting the requirements of UL 1741 and IEEE 1547.
 - 2.3.2 GROUND FAULT PROTECTION:

Additional requirements for detecting ground faults in the SRP electrical distribution system will be evaluated on a per site basis.
 - 2.3.3 RELAY SETTINGS:

Relay settings and protection schemes specific to this installation, and any proposed modifications thereof, must be made available by the Customer to SRP's System Protection division for review and final approval prior to their implementation.
- 2.4 SYSTEM METERING:
 - 2.1.1 Customer shall install a meter socket and associated wiring to allow measurement of energy production from the Generating Facility. The meter socket shall meet SRP's Electric Service Specifications available at SRP's website www.srpnet.com. If the Generating Facility includes battery back-up, the Customer is not required to install a meter socket for measurement of the energy production. SRP shall estimate the energy production from Generating Facilities with battery back-up.
 - 2.1.2 The meter socket shall be wired such that the meter runs forward while measuring generation from the Generating Facility
 - 2.1.3 There shall be no load connected between the dedicated meter and the panel breaker feeding the solar electric system.
 - 2.1.4 The meter socket shall be located next to the Customer's existing SRP meter.

- 2.1.5 SRP shall provide and install a meter to measure energy production from the Generating Facility. For Generating Facilities with battery back-up, SRP will not supply or install a meter to measure energy production.

3.0 RIGHT OF ACCESS:

Customer hereby grants SRP's employees and agents the right of immediate access to the premises of Customer 24/7, 365 days of the year, for emergency operation, maintenance or repair of SRP's equipment and related facilities, and at all other reasonable times for such purposes as installing, constructing, modifying, testing and maintaining SRP's equipment and related facilities. SRP shall notify Customer in advance of needing access when reasonable to do so.

Exhibit A-1

SRP HOLD TAG AND CLEARANCE PROCEDURE FOR DISTRIBUTED GENERATION

Definition

A SRP hold tag is defined as: *"THE DISABLING OF A RECLOSING OPERATION OF A BREAKER OR line RECLOSER."* The Hold Tag is used to aid in protection of personnel working on or near energized equipment, whereby *REENERGIZING* of a line is disabled. When a Hold Tag for a circuit is in effect, if the circuit *BREAKER OR LINE RECLOSER* trips open, it prevents *RECLOSING OF A BREAKER OR RECLOSER* until it is verified that all personnel are in the clear *AND THE CREW CANCELS THE HOLD TAG*.

Distributed Generators

As it relates to Distributed Generators, circuits with hold tags shall have all potential sources of back-feed removed by opening, locking and tagging the appropriate disconnect switch. Interconnected Sources, also known as Distributed Generation (and formerly called "Co-Gens"), are those generating sources that connect in parallel with SRP's distribution system. Each interconnected source customer must follow the SRP Technical Requirements for Generating Facilities Interconnecting to the Distribution System.

Issuing Hold Tag

When a hold tag is issued on the circuit connected to one of these sources, the crew will be notified of the location and size of the source.

Source Size

- a) 1-10kw Photovoltaic Distributed Generation it will be at the discretion of the crew weather to lock out or ignore the generation.
- b) 10-30kw Distributed Generation it will be at the discretion of the crew weather to lock out or ignore the generation.
- c) Above 30kw will be locked out locally (by a Trouble shooter or the crew), separating the generation from SRP electrical system before a hold tag can be issued.

Issuing Clearances

Safety guidelines require that ALL interconnected sources be visibly disconnected from the system during clearance conditions, by opening, locking and tagging the appropriate disconnect switch(s) or break(s).

Personnel

Hold Tags are only issued to SRP personnel and their authorized contractors that are working in the vicinity of SRP's equipment.

Release of Hold Tag

Following the release of an SRP clearance or Hold Tag, where it was necessary for SRP to open the Disconnect Switch, SRP personnel will not close the Customers switch. It will be the Customer's responsibility to close the switch after ensuring that all generation sources that could potentially be energizing the Customer's side of the switch are off, so as to eliminate any possibility of closing the SRP grid onto an out-of-sync generator.

SRP Employee Access

Customer hereby grants SRP's employees and agents the right of immediate access to the premises of Customer 24/7, 365 days of the year, for emergency operation, maintenance or repair of SRP's equipment and related facilities, and at all other reasonable times for such purposes as installing, constructing, modifying, testing and maintaining SRP's equipment and related facilities. SRP shall notify Customer in advance of needing access when reasonable to do so.

Note: These Procedures are subject to change from time-to-time at the sole discretion of SRP.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: April 11, 2013 Information
AGENDA ITEM: *Agreement with Arizona Public Service (APS) to Change Rate Structures 1st Reading

INITIATED BY: Sue Pierce, Director of Facility Planning
SUBMITTED BY: Cathy Thompson, Director of Business Services

PRESENTER AT GOVERNING BOARD MEETING: Cathy Thompson, Director of Business Services

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: M&O
Budgeted: N/A

In July 2012, the Corporation Commission approved a new demand rate structure that increased costs for a few of Washington Elementary School District (WESD) schools on the E32-Large rate plan. Monthly costs have increased even if the site has decreased usage. It is thought that this rate structure may also expand to the medium meters and that would affect all of the other WESD schools.

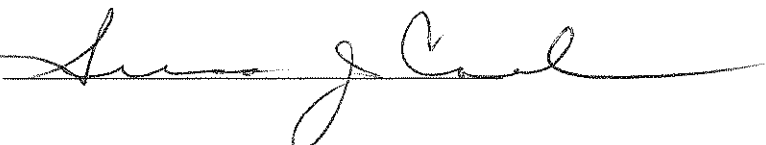
District staff has been working with Arizona Public Service (APS) to identify another rate structure that would help the District manage electric costs better. After reviewing estimates and history for the schools, the decision has been made to change all applicable schools to the new recommended rate schedules based on the size of the school and meter.

APS has requested that the District sign new Electric Supply Agreements that verify the rates and the length of time required to remain at this rate. Attached is a sample agreement for your review.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Arizona Public Service (APS) Electric Supply Agreements and authorize the Superintendent to execute the Agreements on behalf of the District.

Superintendent



Board Action	Motion	Second	Aye	Nay	Abstain
Adams					
Graziano					
Jahneke					
Lambert					
Maza					

Agenda Item *II.I.



ELECTRIC SUPPLY AGREEMENT

The parties to this Agreement are ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation, hereinafter called "APS" and WASHINGTON SCHOOL DISTRICT
herein after called "Customer." In consideration of the services to be performed by APS it is agreed as follows:

1. SPECIFICATION

1.1 Purchase and Sale of Power - Maximum Demand.

APS shall supply, and Customer shall take, all electric service required for operation of Customer's, METERED SERVICE located at, 3808 W JOAN D ARC AVE, PHOENIX, AZ up to a maximum kW as outlined below and subject to the provisions of Sections 1.2 and 1.3 hereof.

Electric service supplied under this Agreement shall be in the form of Three phase alternating current at approximately 60 hertz and approximately 277/480 volts.

Maximum kW shall be determined in accordance with the formula designated below.

☒ **Three Phase:** (Service Entrance Section Amperage 2000 x 80% x 1.73 x service level voltage 480 x power factor 85%) / 1,000 = 1129 Maximum kW

☐ **Single Phase:** (Service Entrance Section Amperage _____ x 80% x service level voltage _____ x power factor 85%) / 1,000 = 0 Maximum kW

☐ Maximum kW of _____ mutually agreed upon by Customer and APS.

If Customer's account is totalized in accordance with APS's Service Schedule 4, whether adjacent or remote, the maximum kW shall represent the total simultaneous electric service demands and energy usage of Customer.

1.2 Minimum Demand. The minimum quantity of electric service contracted for under this Agreement and to be received and paid for by Customer shall be based on the following for the initial term of this agreement as set forth in Section 2 hereof.

Customers with Peak Demands of Less than 3,000 kW

The minimum demand kW shall be based on 50% of the Customer's expected peak demand of 370 kW or 50% of the maximum kW as determined in Section 1.1 whichever is less.

Customers with Peak Demands Equal to or Greater than 3,000 kW

The minimum demand kW shall be based on 2/3rds of the Customer's expected peak demand of _____ kW or 2/3rds of the maximum kW as determined in Section 1.1 whichever is less.

1.3 Adjustment Period. At the end of the Customer's initial 12 month service period, Customer's minimum demand shall be re-evaluated and adjusted if warranted based on the following:

Customers with Peak Demands of Less than 3,000 kW

The minimum demand kW shall be 50% of the Customer's 12 month actual historical peak demand or 50% of the maximum kW as determined in Section 1.1, whichever is less.

Customers with Peak Demands Equal to or Greater than 3,000 kW

The minimum demand kW shall be 2/3rds of the Customer's 12 month actual historical peak demand or 2/3rds of the maximum kW as determined in Section 1.1, whichever is less.

In no case shall the newly evaluated demand minimum be less than the prior year's demand minimum.

APS may perform subsequent re-evaluations at one year intervals.

1.4 Point of Delivery. The point of delivery shall be designated as the point where APS's service wire connects to Customer's installation, unless another point of delivery is designated as follows:

N/A

- 1.5 **Metering of Service.** Measurement for all electric service supplied under this Agreement shall be at one central point designated as either the point of delivery as set forth in Section 1.4 above, or the designated "billing" meter if the account is totaled in accordance with APS's Service Schedule 4. If the account is totaled, Customer's load at each point of delivery shall not exceed the physical limitations of APS's then-existing system at each point of delivery.
- 1.6 **Applicable Schedules.** Such electric service shall be supplied in accordance with APS's Rate Schedule and Service Schedule 1, "TERMS AND CONDITIONS FOR STANDARD OFFER AND DIRECT ACCESS SERVICES," as they may change from time to time. Changes made to either schedule shall thereafter automatically amend, and apply to, this Agreement to the same extent as though they had been originally incorporated as a part of this Agreement. Copies of the Rate Schedule and Service Schedule 1 now in effect are attached to and made a part of this Agreement.
- 1.7 **Service Curtailment.** The electric service supplied hereunder may be interrupted or curtailed in accordance with APS' Service Schedule 5 "GUIDELINES FOR ELECTRIC CURTAILMENT," as filed with the Arizona Corporation Commission, which is subject to change as provided by law.
- 1.8 **Notice of Request to Increase Demand.** Customer agrees to provide APS with a minimum of 90 days advance written notification of any desire to increase its electric service demand over and above the maximum kW specified in Section 1.1 above, and APS will inform Customer if additional capacity is available. In any event, Customer shall be liable to APS, to the extent of any damage resulting through an increase in demand prior to APS' authorization.

2. EFFECTIVE DATE AND TERM OF AGREEMENT

The term of this Agreement shall be for a period of one (1) year (Initial Term) unless otherwise designated below and shall become effective on the date the Agreement is signed by APS.

Thereafter, this Agreement shall be automatically extended unless and until (a) it is terminated by mutual agreement of the Parties, (b) it is replaced by another electric supply agreement, (c) upon thirty (30) days advance written notice given by Customer, (d) it is terminated pursuant to Section 7 (Termination of Service) specified in Service Schedule 1 attached hereto, or (e) it is terminated pursuant to any termination provision specified in the Rate Schedules attached to this Agreement.

At the Company's option, the "Initial Term" of this Agreement may be designated to be three (3) years or longer when additional distribution facilities are installed or existing facilities are modified to serve the Customer. Initial Term is designated to be for a period of ONE years.

This Agreement does not preclude Customer from selecting Direct Access service during the Initial Term and any extension thereof.

3. ACCELERATION

In addition to any other rights and remedies of APS, any breach or default by Customer necessitating termination of this Agreement shall cause all amounts for service to become immediately due and payable to APS including initial charges, minimum guarantee, or other amounts stated in the Rate Schedule and Service Schedule 1, which are independent of energy delivered.

4. DEPOSITS

Customer agrees that, in addition to any other rights that APS may have regarding the application of Customer deposits, APS is hereby entitled to apply any or all funds deposited with APS pursuant to this Agreement against any or all sums past due and owing to APS from Customer; provided, however, that such past due sums are for the same class of service as that provided under this Agreement.

5. CONTRACT ADJUSTMENTS

In some cases, it may be to Customer's benefit to raise the kW levels stated in Section 1. This will be permitted under the following conditions:

- 5.1 Customer shall submit a written request to APS stating the requested revised maximum kW and the reason for the requested adjustment.
- 5.2 If Customer's requested revised maximum kW requires installation or modification to APS's existing facilities, as determined by APS, Customer will be required to pay APS for the costs associated with the required installation or modifications in accordance with APS's Service Schedule 3.
- 5.3 If an adjustment is approved, Customer may not request a readjustment for a period of one (1) year.
- 5.4 Customer acknowledges that upon execution of a revised Electric Supply Agreement for new maximum kW level, that APS is under no obligation to maintain or reserve system capacity beyond those noted in the revised Agreement.

6. GENERAL PROVISIONS

- 6.1 If either party shall successfully bring suit to compel performance or for breach of this Agreement, that party shall be entitled to recover reasonable attorney's fees in addition to the amount of judgment and costs.
- 6.2 A waiver of any default of the other party or any other matter arising in connection with this Agreement, at any time by either party, shall not be construed a waiver of any subsequent default or matter.
- 6.3 THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), NOT SPECIFIED IN THIS AGREEMENT, THE REFERENCED SCHEDULES, ANY OTHER REFERENCED OR ATTACHED DOCUMENTS, OR IN THE APPLICABLE RULES OF THE ARIZONA CORPORATION COMMISSION CONCERNING DELIVERY OF ELECTRICITY BY APS TO CUSTOMER. THIS AGREEMENT, INCLUDING THE REFERENCED SCHEDULES, ANY OTHER REFERENCED OR ATTACHED DOCUMENTS, AND THE APPLICABLE RULES OF THE ARIZONA CORPORATION COMMISSION, STATES THE ENTIRE OBLIGATION OF APS IN CONNECTION WITH SUCH SALES AND DELIVERIES.
- 6.4 The rates, terms and other contract provisions governing electric power sold to Customer are subject to the jurisdiction of the Arizona Corporation Commission (ACC), and nothing contained herein shall be construed as affecting or limiting in any way the right of APS (a) to make unilateral filings of changed rates, terms and other contract provisions, which shall be effective when filed, or within a specified number of days thereafter as specified therein (such rates or other contract provisions specified in such filing to be subject to modification if required by a final decision of the ACC); or (b) to unilaterally make application to the ACC for changes in such rates or other contract provisions, following a hearing and decision as permitted by law and the ACC's rules and regulations.
- 6.5 This Agreement will be interpreted in accordance with the substantive and procedural laws of the State of Arizona without regard to any conflicts of law provision contained therein.
- 6.6 Signatory on the Agreement must be an officer of the company or representative who has authority to bind the entity signing the contract.

7. ATTACHMENTS

The following additional documents are attached to and made part of this Agreement:

- APS's Rate Schedule SCHOOL TOU MEDIUM
- APS's Service Schedule 1 (Terms and Conditions for Standard Offer and Direct Access Service)
- APS's Service Schedule 5 (Guidelines for Electric Curtailment)

8. EXECUTION

This Agreement has been executed by the duly authorized representatives of the parties, as set forth below:

ARIZONA PUBLIC SERVICE COMPANY		CUSTOMER	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date Signed	_____	Date Signed	_____
		Mailing Address	4650 W SWEETWATER AVE GLENDALE AZ 85304 - 1505
		Permanent Phone	_____
		Billing Address	3808 W JOAN D ARC AVE PHOENIX AZ 85029 SITE ID 902140287

The individual executing this Agreement on behalf of Customer Represents and warrants: (i) that he or she is authorized to do so on behalf of the Customer; (ii) that he or she has full legal power and authority to bind Customer in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO:	Governing Board	<u> X </u>	Action
		<u> </u>	Discussion
FROM:	Dr. Susan J. Cook, Superintendent	<u> </u>	Information
		<u> </u>	1st Reading
DATE:	April 11, 2013	<u> X </u>	2 nd Reading

AGENDA ITEM: *Second Reading and Adoption of Proposed Amended Board Policies GBAB – Medical Marijuana Standards and Conditions for Employees, GBECA – Nonmedical Use or Abuse of Drugs or Alcohol, JICH – Drugs and Alcohol Use by Students and KFA – Public Conduct on School Property

INITIATED BY: D. Rex Shumway, Legal Counsel SUBMITTED BY: D. Rex Shumway, Legal Counsel

PRESENTER AT GOVERNING BOARD MEETING: D. Rex Shumway, Legal Counsel

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BGF

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

On March 14, 2013, the Governing Board voted to approve the First Reading of proposed amended Policies GBAB – Medical Marijuana Standards and Conditions for Employees, GBECA – Nonmedical Use or Abuse of Drugs or Alcohol, JICH – Drugs and Alcohol Use by Students and KFA – Public Conduct on School Property. No additional revisions were requested. The Policy is now ready for final adoption. The revisions are noted in the attached proposed amended Policies GBAB – Medical Marijuana Standards and Conditions for Employees, GBECA – Nonmedical Use or Abuse of Drugs or Alcohol, JICH – Drugs and Alcohol Use by Students and KFA – Public Conduct on School Property.

These recommended changes have been reviewed by District Legal Counsel.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Second Reading and Adoption of Proposed Amended Board Policies GBAB – Medical Marijuana Standards and Conditions for Employees, GBECA – Nonmedical Use or Abuse of Drugs or Alcohol, JICH – Drugs and Alcohol Use by Students and KFA – Public Conduct on School Property.

Superintendent



Board Action	Motion	Second	Aye	Nay	Abstain
Adams					
Graziano					
Jahneke					
Lambert					
Maza					

Agenda Item *II.J.

~~MEDICAL MARIJUANA STANDARDS AND CONDITIONS FOR EMPLOYEES~~

~~For the purpose of this policy, pursuant to Arizona Revised Statutes (A.R.S.) 36-2801, a *qualified medical marijuana cardholder* means:~~

- ~~• a qualifying patient,~~
- ~~• a designated caregiver, or~~
- ~~• a nonprofit medical marijuana dispensary agent~~

~~who has an identification card issued by the Arizona Department of Health Services related to the medical use of marijuana to treat or alleviate an individual's debilitating medical condition or symptoms associated with the debilitating medical condition.~~

~~Unless the District would lose a monetary or licensing related benefit under federal law or regulations, the School District may not discriminate against a person in hiring, termination or imposing any term or condition of employment or otherwise penalize a person solely:~~

- ~~• on the basis of the person's status as a medical marijuana cardholder, or~~
- ~~• for a positive test for marijuana components or metabolites,~~
 - ~~▪ unless the person used, possessed or was impaired by marijuana on the premises of the place of employment or during the hours of employment.~~

~~The District shall not be penalized or denied any benefit under state law for employing a registered qualifying patient or a registered designated caregiver. [A.R.S. 36-2811]~~

~~Subject to A.R.S. 36-2802, no person is authorized to engage in:~~

- ~~• undertaking any task under the influence of marijuana that would constitute negligence or professional malpractice,~~

- ~~possessing or engaging in the medical use of marijuana,~~
 - ~~on a school bus,~~
 - ~~on the grounds of any preschool, elementary school or secondary school,~~
- ~~smoking marijuana,~~
 - ~~on any form of public transportation, or~~
 - ~~in any public place,~~
- ~~operating, navigating or being in actual physical control of any motor vehicle, aircraft or motorboat while under the influence of marijuana,~~
 - ~~except that a registered qualifying patient shall not be considered to be under the influence of marijuana solely because of the presence of metabolites or components of marijuana that appear in insufficient concentration to cause impairment.~~
- ~~using marijuana in any manner not authorized by Chapter 28.1 of Arizona Revised Statutes Title 36.~~

~~The District does not allow the ingestion of marijuana in any workplace,~~

- ~~except that a registered qualifying patient shall not be considered to be under the influence of marijuana solely because of the presence of metabolites or components of marijuana that appear in insufficient concentration to cause impairment.~~

~~While performing any duty in the capacity of a District employee, an employee may be disciplined, up to and including suspension or termination, for ingesting marijuana in the workplace or working under the influence of marijuana.~~

~~Wherever inconsistencies of interpretation arise, the law and regulations prevail.~~

~~When District officials have a reasonable belief an employee may be under the influence, in possession of or distributing marijuana in a manner not authorized by the medical marijuana statutes, law enforcement authorities will be informed.~~

~~Adopted: _____ October 13, 2011~~

~~LEGAL REF.: A.R.S. 13-3401~~
~~13-3405~~
~~13-3411~~
~~15-342~~
~~15-512~~
~~15-546~~
~~36-2801 et seq., Arizona Medical Marijuana Act~~

CROSS REF.: ~~EEAEAA — Drug and Alcohol Testing of Transportation~~
 ~~Employees~~
~~GBEB — Staff Conduct —~~
~~GBEC — Drug-Free Workplace~~
~~GBECA — Nonmedical Use or Abuse of Drugs or Alcohol~~

NONMEDICAL USE OR ABUSE OF DRUGS OR ALCOHOL

~~The District's posture in dealing with employees who engage in the nonmedical use of drugs and/or the abuse of alcohol is to be one of constructive confrontation in a supportive environment and supportive relationship. This approach is based on the following premises:~~

- ~~• Each employee is responsible for the employee's own actions.~~
- ~~• Each employee is a role model for students.~~
- ~~• Each employee who seeks help is to be given the opportunity to do so in a supportive environment.~~
- ~~• The District shall not ignore employee problems.~~
- ~~• Constructive confrontation will be utilized to make employees aware of opportunities and choices for help.~~
- ~~• Efforts to maintain confidentiality will be made by the District.~~
- ~~• Outside referrals to nonschool personnel will be provided to employees who indicate an interest. Information about coverage included in the District's health insurance plan will be provided.~~
- ~~• Employees will be required to provide information on progress in dealing with problems.~~
- ~~• Supervisory staff members will receive orientation on methods of constructive confrontation.~~
- ~~• Opportunities for self-referral will be provided.~~
- ~~• As recommended by outside professional sources, the District will consider support to an employee during reentry into the workplace.~~

- ~~• The District's right to intervene is based on (1) a basic concern for the health and welfare of the persons whom it employs and (2) the right to expect quality job performance.~~
- ~~• School employees are human and should not be considered any less vulnerable or immune to human stress than any other person.~~
- In spite of the above, school employees whose nonmedical use of drugs or use of alcohol endangers the health and safety of students or other employees will be dealt with according to the District's discipline policy.

Employee Drug Use or Abuse

The nonmedical ~~possession or use or abuse~~ **use, abuse, or possession** of drugs and/or use **or possession** of alcohol is forbidden on school **District** property or at school- **District** sponsored activities away from school property. Employees determined to be in possession of, using, or abusing drugs or using alcohol shall be reported immediately to the **employee's** principal or other person in charge **supervisor**. The Superintendent shall be notified immediately.

The Superintendent ~~will~~ **shall** conduct an investigation in consultation with legal counsel as necessary. **Employees that violate this policy may be disciplined up to and including termination.** If the investigation shows sufficient evidence to suggest that the employee was involved with distribution or otherwise in violation of the law, law enforcement authorities shall be notified. ~~If the results of the investigation show that the employee's actions endangered the health and/or safety of students or other employees, the Superintendent shall take disciplinary action in accordance with existing policies and statutes. If the results of the investigation suggest that the employee be provided options under the provisions of this policy, the Superintendent shall ensure that such options will be provided to the employee as appropriate.~~

Medical Marijuana

The District **recognizes Arizona's medical marijuana law** may **shall** not discriminate against a person in hiring, termination or imposition of any term or condition of employment or otherwise penalize a person on the basis of **the person's status as an eligible medical marijuana cardholder, or as a registered qualifying patient, having a positive drug test for marijuana components or metabolites, unless the person used, possessed or was impaired by marijuana**

on District property, at a District event, or during the hours of the person's regular or extended hours of employment, or as prescribed by law. :

- ~~The person's status as an eligible medical marijuana cardholder, or~~
- ~~As a registered qualifying patient, having a positive drug test for marijuana components or metabolites, unless the person used, possessed or was impaired by marijuana on District premises or during the person's hours of employment with the District,~~

~~unless a failure to do so would cause the District to lose a monetary or licensing related benefit under federal law or regulations.~~

~~The Arizona Medical Marijuana Act does not authorize any person to engage in the following conduct:~~

- ~~Undertaking any task under the influence of marijuana that would constitute negligence or professional malpractice.~~
- ~~Possessing or engaging in the medical use of marijuana:~~
 - ~~On a school bus.~~
 - ~~On the grounds of any preschool or primary or secondary school.~~
- ~~Smoking marijuana:~~
 - ~~On any form of public transportation.~~
 - ~~In any public place.~~
- ~~Operating, navigating or being in actual physical control of any motor vehicle, aircraft or motorboat while under the influence of marijuana, except that a registered qualifying patient shall not be considered to be under the influence of marijuana solely because of the presence of metabolites or components of marijuana that appear in insufficient concentration to cause impairment.~~
- ~~Using marijuana in any manner other than as authorized by the Arizona Medical Marijuana Act.~~

Adopted: ~~October 13, 2011~~

LEGAL REF.: A.R.S. 13-2911
13-3401 *et seq.*
15-341
23-493
23-493.03
36-2801 *et seq.*
41 U.S.C. 702, Drug-free workplace requirements for
Federal grant recipients.
34 C.F.R. Part 84

CROSS REF.: EEAEAA – Drug and Alcohol Testing of Transportation
Employees
~~GBAB – Medical Marijuana Standards and Conditions for
Employees~~

DRUG AND ALCOHOL USE BY STUDENTS

Students on school property or at school events shall not knowingly breathe, inhale or drink a vapor-releasing substance containing a toxic substance, nor shall a student sell, transfer or offer to sell or transfer a vapor-releasing substance containing a toxic substance to a person under eighteen (18) years of age.

The nonmedical use, possession, or sale of

- alcohol,
- drugs,
- synthetic drugs,
- counterfeit drugs, or
- imitation drugs,

on school property or at school events is prohibited. *Nonmedical* is defined as "a purpose other than the prevention, treatment, or cure of an illness or disabling condition" consistent with accepted practices of the medical profession.

Students in violation of the provisions of the above paragraph shall be subject to removal from school property and shall be subject to prosecution in accordance with the provisions of the law.

Students attending school in the District who are in violation of the provisions of this policy shall be subject to disciplinary actions in accordance with the provisions of school rules and/or regulations.

For purposes of this policy, "drugs" shall include, but not be limited to:

- All dangerous controlled substances prohibited by law.
- All alcoholic beverages.

- Any prescription or over-the-counter drug, except those for which permission to use in school has been granted pursuant to Board policy.
- Hallucinogenic substances.
- Inhalants.
- Synthetic, counterfeit or imitation drugs.
 - A compound or substance, regardless of its contents, that produces in the user an experience, effect and/or display of effects that mimic the experience, effect and/or display of effects produced by substances controlled or prohibited by law, or that is represented as producing in the user such experiences or effects.

Medical Marijuana

The conditions described hereafter are applicable to a District student who holds an identification as a medical marijuana cardholder issued by the Arizona Department of Health Services for the medical use of marijuana as prescribed in the Arizona Revised Statutes (A.R.S.).

The District will not refuse to enroll a student or otherwise penalize a student for being a medical marijuana cardholder unless failure to do so would cause the school to lose a monetary or licensing benefit under federal law or regulations.

A student medical marijuana cardholder shall not possess or engage in the use of marijuana on District property, in a District vehicle, or at a District-sponsored event.

A student medical marijuana cardholder is subject to, without bias, the same code of conduct and disciplinary standards applicable to all **District** students attending the school.

~~A student medical marijuana cardholder shall not:~~

- ~~• undertake any task under the influence of marijuana that would constitute negligence,~~

- ~~possess or engage in the medical use of marijuana,~~
 - ~~on a school bus,~~
 - ~~on the grounds of any preschool, elementary school or secondary school,~~
- ~~smoke marijuana,~~
 - ~~on any form of public transportation, or~~
 - ~~in any public place,~~
- ~~operate, navigate or be in actual physical control of any motor vehicle, aircraft or motorboat while under the influence of marijuana,~~
 - ~~except that a registered qualifying patient shall not be considered to be under the influence of marijuana solely because of the presence of metabolites or components of marijuana that appear in insufficient concentration to cause impairment.~~
- ~~use marijuana in any manner not authorized by Chapter 28.1 of Arizona Revised Statutes Title 36, or~~
- ~~offer to give, sell or dispense medical marijuana to another student or other individual on school property, in school provided vehicles, at school events, or when functioning as a representative of the school.~~

If District officials have reasonable belief a student may be under the influence, in possession of or distributing medical marijuana in a manner not authorized by the medical marijuana statutes, law enforcement authorities will be informed.

~~A student who violates any provision of this policy may be subject to warning, reprimand, probation, suspension, or expulsion, in addition to applicable civil and criminal prosecution.~~

Adopted: ~~October 27, 2011~~

LEGAL REF.: A.R.S. 4-241

4-244
13-3401 through 13-3461
15-345
20 U.S.C. 7101 *et seq.*, Safe and Drug-Free Schools and
Communities Act

CROSS REF.: JLC – Student Health Services and Requirements
JLCE – Administering Medicines to Students

PUBLIC CONDUCT ON SCHOOL PROPERTY

No person shall engage in conduct that may cause interference with or disruption of an educational institution. Interference with or disruption of an educational institution includes any act that might reasonably lead to the evacuation or closure of any property of the educational institution or the postponement, cancellation or suspension of any class or other school activity. For the purposes of this policy, an actual evacuation, closure, postponement, cancellation or suspension is not required for the act to be considered interference or disruption.

A person commits interference with or disruption of an educational institution by doing any of the following:

- Intentionally, knowingly or recklessly interfering with or disruption of the normal operations of an educational institution by either:
 - Threatening to cause physical injury to any employee or student of an educational institution or any person on the property of an educational institution.
 - Threatening to cause damage to the District, the property of the District, or the property of any person attending the District.
- Intentionally or knowingly entering or remaining on the property of an educational institution for the purpose of interfering with or denying lawful use of the property to others.
- Intentionally or knowingly refusing to obey a lawful order given by the Superintendent or a person designated to maintain order.

The above identified acts need not be directed at a specific individual, the District, or specific property of the District to constitute a violation of this policy.

Restitution for any financial loss caused by a violation of the policy may be required. Furthermore, an individual who interferes with or disrupts an educational institution is subject to misdemeanor or felony charges as provided in A.R.S. 13-2911.

A person may also interfere with or disrupt the District function by committing any of the following.

- Any conduct intended to obstruct, disrupt, or interfere with teaching, research, service, administrative, or disciplinary functions or any activity sponsored or approved by this Board.
- Physical or verbal abuse or threat of harm to any person on property owned or controlled by the District or at supervised functions sponsored by the District.
- Forceful or unauthorized entry to or occupation of District facilities, including both buildings and grounds.
- Illicit use, possession, distribution, or sale of tobacco, alcohol, or drugs, other controlled substances, or other illegal contraband on District property or at school-sponsored functions.
- Use of speech or language that is offensive or inappropriate to the limited forum of the public school educational environment.
- Failure to comply with the lawful directions of District officials or of District security officers or other law enforcement officers acting in performance of their duties, and failure to identify oneself to such officials or officers when lawfully requested to do so.
- Knowing violation of a District rule and regulation. Proof that an alleged violator has a reasonable opportunity to become aware of such rules and regulations shall be sufficient proof that the violation was done knowingly.
- Any conduct constituting an infraction of any federal, state, or city law or policy or regulation of the Board.
- Carrying or possessing a weapon on school grounds unless the individual is a peace officer or has obtained specific authorization from the appropriate school administrator.

Additional Requirements of the General Public

The definition of *general public* is anyone who does not come under the definition of student, faculty member, staff member, or employee.

- No person shall visit or audit a classroom or other school activity, nor shall any person come upon or remain upon school premises, without approval by the principal or the principal's authorized representative. Nor shall any person conduct or attempt to conduct any activity on school premises without prior approval by the Superintendent or the Superintendent's authorized representative.
- Any member of the general public considered by the Superintendent, or a person authorized by the Superintendent, to be in violation of these rules shall be instructed to leave the property of the District. Failure to obey the instruction may subject the person to criminal proceedings pursuant to A.R.S. 13-2911 and to any other applicable civil or criminal proceedings, or to tribal ordinance.
- Persons attending special functions shall confine themselves to the specific part of the facility assigned in the permit.
- Persons who engage in disorderly conduct of any kind may be subject to removal and exclusion from the facility.
- The use of facilities shall be granted only for legitimate purposes. Therefore, the permit holder shall assume full responsibility for any unlawful act committed during the exercise of the permit.
- No person shall possess or engage in the use of medical marijuana on District property, at a District event, or in a District vehicle. ~~except as authorized by A.R.S. 36-2802 et seq.:~~
 - ~~▪—possess or engage in the medical use of marijuana,~~
 - ~~★—on a school bus, or~~
 - ~~★—on the grounds of any preschool, elementary school or secondary school,~~
 - ~~▪—smoke marijuana,~~

- ~~★ on any form of public transportation, or~~
- ~~★ in any public place,~~
- ~~▪ operate, navigate or be in actual physical control of any motor vehicle, aircraft or motorboat while under the influence of marijuana,~~
- ~~▲ except that a registered qualifying patient shall not be considered to be under the influence of marijuana solely because of the presence of metabolites or components of marijuana that appear in insufficient concentration to cause impairment.~~

Adopted: October 13, 2011

LEGAL REF.: A.R.S. 13-2905
 13-2911
 13-3102
 15-341
 15-507
 36-802
 36-2801 *et seq.*

CROSS REF.: GEBE – Staff Conduct
 GCQF/GDQD – Discipline, Suspension, and Dismissal of
 Professional/Support Staff Members
 JIC – Student Conduct
 JK – Student Discipline
 KFAA – Smoking on School Premises at Public Functions

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: April 11, 2013 Information
AGENDA ITEM: *Second Reading and Adoption of Proposed Amended Board Policy JJIB – Interscholastic Sports 1st Reading
2nd Reading
INITIATED BY: D. Rex Shumway, Legal Counsel SUBMITTED BY: D. Rex Shumway, Legal Counsel
PRESENTER AT GOVERNING BOARD MEETING: D. Rex Shumway, Legal Counsel
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BGF

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

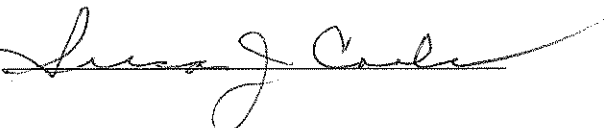
On March 14, 2013, the Governing Board voted to approve the First Reading of proposed amended Policy JJIB – Interscholastic Sports. No additional revisions were requested. The Policy is now ready for final adoption. The revisions are noted in the attached proposed amended Policy JJIB – Interscholastic Sports.

These recommended changes have been reviewed by District Legal Counsel.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Second Reading and Adoption of Proposed Amended Board Policy JJIB – Interscholastic Sports.

Superintendent



Board Action	Motion	Second	Aye	Nay	Abstain
Adams					
Graziano					
Jahneke					
Lambert					
Maza					

Agenda Item *II.K.

INTERSCHOLASTIC SPORTS

General

The purpose of interscholastic athletics is both educational and recreational. The school sports program should encourage participation by as many students as possible and should always be conducted with the best interests of the participants as the first consideration.

District participation in interscholastic athletics shall be subject to approval by the Board. This shall include approval of membership in any leagues, associations, or conferences, and of any new agreements with other schools for a series of games or events.

The following rules shall be observed for participation by individual students:

- For each type of sport in which the student engages, the parents or guardian must give written consent.
- The student must be determined by a physician to be physically fit for the sport.

The Superintendent shall set up other rules for participation, such as those governing academic standing, in accordance with policies of the District and pertinent regulations and recommendations of the state interscholastic athletic association.

Health and Safety of Participants

The health and safety of participants in interscholastic athletic activities must receive careful consideration.

The Board may develop, in response to relevant athletic association directives and medical advisories, appropriate guidelines, information and forms to inform and educate coaches, pupils and parents of Heat Acclimatization and Exertional Heat Illness and the risks of continued participation in athletic activity after a related episode. District and school health and safety management plans may include Heat Acclimatization Protocol, Hydration

Strategies, Return to Play standards, and follow-up/clearance requirements released by the Arizona Interscholastic Association (AIA) as Bylaw 14.17 and Duplicated in JJIB-EB.

The Board shall develop, in consultation with the Arizona Interscholastic Association (AIA) guidelines, information and forms to inform and educate coaches, pupils, and parents of the dangers of concussions and head injuries and the risks of continued participation in athletic activity after a concussion.

Before a student participates in an athletic activity, the student, the student's parents, and the coaches shall participate in a District program to educate program participants of the danger of concussions, head injuries, and the risk of continued participation in athletic activity after a concussion. Students and parents shall sign the AIA form (Exhibit JJIB-E) at least once each school year stating awareness of the nature and risk of concussion. The District shall retain documentation of the participation of all affected coaching staff members in the program. For the purpose of this policy, athletic activity does not include:

- dance,
- rhythmic gymnastics,
- competition or exhibitions of academic skills or knowledge or other similar forms of physical noncontact activities,
- civic activities or academic activities, whether engaged in for the purpose of competition or recreation.

A student who is suspected of sustaining a concussion in a practice session, a game, or other interscholastic athletic activity shall be immediately removed from the athletic event. A coach from the student's team or an official or licensed health care provider may remove a student from play. A team parent may also remove his or her own child from play. A student may return to play on the same day if a health care provider rules out a suspected concussion at the time the student is removed from play. On a subsequent day, the student may return to play if the student has been evaluated by and receives written clearance to resume participation in athletic activity from a health care provider who has been trained in the evaluation and management of concussions and head injuries as prescribed by A.R.S. 15-341.

A group or organization that uses property or facilities owned or operated by the District for athletic activities shall comply with the policies of the Board related to concussions and head injury. This requirement does not apply to teams based in another state participating in athletic events in Arizona.

A District employee, team coach, official, team volunteer, or a parent or guardian of a team member is not subject to civil liability for any act, omission or policy undertaken in good faith to comply with the requirements of this policy or for decisions made or actions taken by a health care provider. Further, the District and its employees and volunteers are not subject to civil liability for any other person's or organization's failure or alleged failure to comply with the requirements of this policy.

Participants must be provided access to water at all times during practice sessions, games, or other interscholastic athletic activities.

The Superintendent shall require that regulations for health and safety of participants in interscholastic athletics be developed, implemented, and enforced. Such regulations may, at the discretion of the Superintendent, be incorporated into this policy as an administrative regulation.

Adopted: ~~December 8, 2011~~

LEGAL REF.: A.R.S. 15-341
 15-802.01
 A.G.O. I89-095
 A.A.C. R7-2-808

CROSS REF.: JJJ – Extracurricular Activity Eligibility
 KF – Community Use of School Facilities

EXHIBIT**EXHIBIT****INTERSCHOLASTIC SPORTS****HEAT ACCLIMATIZATION AND
EXERTIONAL HEAT ILLNESS****Bylaw 14.17 – Heat Acclimatization
And Exertional Heat Illness
Management Policy**

14.17.1 It is the position of the AIA that prevention is the best way to avoid exertional heat stroke. Prevention includes educating athletes and coaches about:

1. Recognition and management of exertional heat illnesses;
2. The risks associated with exercising in hot, humid environmental conditions;
3. The need for gradual acclimatization over a fourteen (14) day period;
4. Guidelines for proper hydration;
5. Implementing practice/competition modifications according to local temperature and relative humidity readings.

14.17.2 – Definitions

Exertional heat illness includes the following conditions, ordered from the least to the most dangerous:

1. Exercise associated muscle cramps: an acute, painful, involuntary muscle contraction usually occurring during or after intense exercise, often in the heat, lasting approximately one to three (1-3) minutes.
2. Heat syncope: also known as orthostatic dizziness, it refers to a fainting episode that can occur in high environmental temperatures, usually during the initial days of heat exposure.
3. Exercise (heat) exhaustion: the inability to continue exercise due to cardiovascular insufficiency and energy depletion that may or may not be associated with physical collapse.
4. Exertional heat stroke: a severe condition characterized by core body temperature greater than forty degrees Celsius (> 40°C); one hundred four degrees Fahrenheit (104°F), central nervous system (CNS) dysfunction, and multiple organ system failure induced by strenuous exercise, often occurring in the hot environments.

EXHIBIT**EXHIBIT****Heat Acclimatization Protocol**
Days One through Five

- Days one through five (1-5) of the heat-acclimatization period consist of the first five (5) days of formal practice. During this time, athletes may not participate in more than one (1) practice per day.
- If a practice is interrupted by inclement weather or heat restrictions, the practice should recommence once conditions are deemed safe. Total practice time should not exceed three (3) hours in any one (1) day. In addition to practice, a one (1)-hour maximum walk-through is permitted during days one through five (1-5) of the heat acclimatization period. However, a three (3)-hour recovery period should be inserted between the practice and walk-through (or vice versa). (Note: A walk- through is defined as no contact with other individuals, dummies, sleds or shields)
- During days one through three (1-3) of the heat-acclimatization period, in sports requiring helmets or shoulder pads, a helmet is the only protective equipment permitted. The use of shields and dummies during this time is permissible as a non-contact teaching tool.
- During days four through six (4-6), only helmets and shoulder pads may be worn.

Days Six through Fourteen:

- Beginning no earlier than day six (6) and continuing through day fourteen (14), double-practice days must be followed by a single-practice day.
- On single-practice days, one (1) walk-through is permitted, separated from the practice by at least three (3) hours of continuous rest. When a double-practice day is followed by a rest day, another double-practice day is permitted after the rest day.
- On a double-practice day, neither practice should exceed three (3) hours in duration, nor should student athletes participate in more than five (5) total hours of practice. Warm-up, stretching, cool-down, walkthrough, conditioning, and weight-room activities are included as part of the practice time. The two (2) practices should be separated by at least three (3) continuous hours in a cool environment.
- Beginning on day seven (7), all protective equipment may be worn and full contact may begin.
- Full-contact sports may begin 100% live contact drills no earlier than day seven (7).
- Because the risk of exertional heat illnesses during the preseason heat-acclimatization period is high, we strongly recommend that an athletic trainer be on site before, during, and after all practices.

EXHIBIT**EXHIBIT****14.17.3 – Hydration Strategies**

- Sufficient, sanitary, and appropriate fluid should be readily accessible and consumed at regular intervals before, during, and after all sports participation and other physical activities to offset sweat loss and maintain adequate hydration while avoiding overdrinking.
- Generally, 100 to 250 mL (approximately 3– 8 oz) every 20 minutes for 9- to 12-year-olds and up to 1.0 to 1.5 L (approximately 34 –50 oz) per hour for adolescent boys and girls is enough to sufficiently minimize sweating-induced body-water deficits during exercise and other physical activity as long as their pre-activity hydration status is good.
- Pre-activity to post-activity body-weight changes can provide more specific insight to a person's hydration status and rehydration needs. Athletes should be well-hydrated before commencing all activities (see guideline box format).
- The following guidelines are suggested:

<u>Condition</u>	<u>% Body Weight Change</u>
<u>Well hydrated</u>	<u>+1 to -1</u>
<u>Minimal dehydration</u>	<u>- 1 to -3</u>
<u>Significant dehydration</u>	<u>-3 to -5</u>
<u>Serious dehydration</u>	<u>> -5</u>

% Body weight change = [(pre-exercise body weight – post-exercise body weight) / pre-exercise body weight] x 100

14.17.4 – Return to Play Following Exertional Heat Stroke

The following is the protocol for return to play following heat stroke:

1. Refrain from exercise for at least seven (7) days following the acute event.
2. Follow up in about 1 week for physical exam by a licensed physician (MD, DO).
3. When cleared for activity by a licensed physician, begin exercise in a cool environment and gradually increase the duration, intensity, and heat exposure for two (2) weeks to acclimatize and demonstrate heat tolerance under the direction of a licensed healthcare professional.
4. If return to activity is difficult, consider a laboratory exercise-heat tolerance test about one month post- incident.
5. Athlete may be cleared for full competition if heat tolerance exists after two to four (2–4) weeks of training.

EXHIBIT**EXHIBIT**

The AIA also recommends that any athlete suspected of having suffered exertional heat exhaustion be referred to a licensed physician for follow-up medical examination and clearance.

Questions regarding this bylaw may be directed to the AIA office via the athletic administrator and/or site administrator.

Reproduction of AIA Bylaw 14.17.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: April 11, 2013 Information
AGENDA ITEM: *Second Reading and Adoption of Proposed Amended Board Policy JLCCA – Acquired Immune Deficiency Syndrome and Human Immunodeficiency Virus Infections 1st Reading
2nd Reading
INITIATED BY: D. Rex Shumway, Legal Counsel SUBMITTED BY: D. Rex Shumway, Legal Counsel
PRESENTER AT GOVERNING BOARD MEETING: D. Rex Shumway, Legal Counsel
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BGF

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

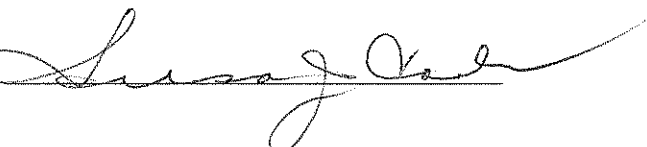
On March 14, 2013, the Governing Board voted to approve the First Reading of proposed amended Policy JLCCA – Acquired Immune Deficiency Syndrome and Human Immunodeficiency Virus Infections. No additional revisions were requested. The Policy is now ready for final adoption. The revisions are noted in the attached proposed amended Policy JLCCA – Acquired Immune Deficiency Syndrome and Human Immunodeficiency Virus Infections.

These recommended changes have been reviewed by District Legal Counsel.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Second Reading and Adoption of Proposed Amended Board Policy JLCCA – Acquired Immune Deficiency Syndrome and Human Immunodeficiency Virus Infections.

Superintendent



Board Action	Motion	Second	Aye	Nay	Abstain
Adams					
Graziano					
Jahneke					
Lambert					
Maza					

Agenda Item *II.L.

**ACQUIRED IMMUNE DEFICIENCY SYNDROME
AND HUMAN IMMUNODEFICIENCY
VIRUS INFECTIONS**

Students ~~iii~~ with HIV virus or acquired immune deficiency syndrome (AIDS) have a right to receive a public education. The Board has a responsibility to assure that the school provides a safe environment for all of its students and employees.

The Board directs that:

- Infected students receive a public education.
- Information be provided for parents, faculty and staff members, and other concerned persons concerning the actual and potential dangers of transmission of the disease.
- Decisions concerning the educational placement of infected students be determined upon the best medical knowledge available and on a case-by-case basis.
- Restrictions be placed upon a student as required by Department of Health Services regulations, advice of the County Health Department, and advice of a physician selected by the District.
- Protection for the rights of privacy of each infected student be a primary consideration.

Decision(s) regarding the type of educational setting for the student who is infected with HIV virus shall be based upon the behavior, neurologic development, and physical and mental condition of the student. Recommendations will be made upon consultation with public health personnel, school officials, the student's physician and parents, and, at the discretion of the District, a physician selected by the District.

Adopted: date of manual adoption

LEGAL REF.: A.R.S. 15-871
 15-872

A.A.C. R9-6-331
R9-6-701 *et seq.*

CROSS REF.: **GBGC – Employee Assistance**
GBGCB – Staff Health and Safety
IHAMB – Family Life Education
IHB – Special Instructional Programs
JHD – Exclusions and Exemptions from School Attendance
JII – Student Concern, Complaints, and Grievances
JR – Student Records
KB – Parental Involvement in Education

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO:	Governing Board	<u>X</u>	
		<u>X</u>	Action
FROM:	Dr. Susan J. Cook, Superintendent		Discussion
			Information
DATE:	April 11, 2013		1st Reading
AGENDA ITEM:	Community Use of School Facilities Fee Structure for Fiscal Year 2013-2014		
INITIATED BY:	Erika Williamson, Facility Use Coordinator	SUBMITTED BY:	Kathleen McKeever, Interim Director of Academic Support Programs
PRESENTER AT GOVERNING BOARD MEETING:	Kathleen McKeever, Interim Director of Academic Support Programs		
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:	BBA, KF and A.R.S. §15-1105(D)		

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

ARS §15-1105 mandates that the “Governing Board, superintendent or chief administrative officer shall charge a reasonable fee for the lease of school property” and defines “reasonable use” as “an amount that is at least equal to the school district’s cost for utilities, services, supplies or personnel that the school provides to the lessee pursuant to the terms of the lease.”

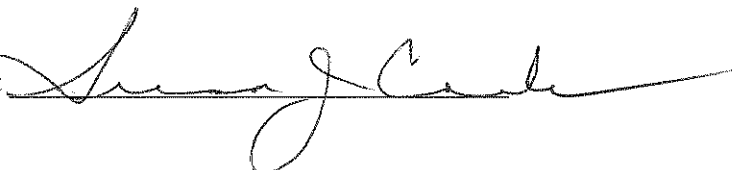
The following is the recommended 2013-2014 facility use fee schedule, to go into effect on July 1, 2013, which maintains the 2012-2013 facility use fees:

<u>2013-2014</u>	Fee Per Hour for Each Organization Classification			
Service or Facility Type	Class I	Class II	Class III	Class IV
CUSTODIAL SERVICES (when applicable)	\$22/HR. No minimum	\$22/HR. 1 hr. minimum	\$22/HR. 2 hr. minimum	\$22/HR. 2 hr. minimum
FOOD SERVICES (when applicable)	\$26/HR. No minimum	\$26/HR. 1 hr. minimum	\$26/HR. 2 hr. minimum	\$26/HR. 2 hr. minimum

It is further recommended that a \$10 late payment fee will be charged each month for all invoices outstanding sixty days or more.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the 2013-2014 community use of school facilities fee schedule as presented, to take effect on July 1, 2013.

Superintendent 

Board Action	Motion	Second	Aye	Nay	Abstain
Adams					
Graziano					
Jahneke					
Lambert					
Maza					

Agenda Item III.A.

Community Use of School Facilities Fee Structure for Fiscal Year 2013-2014

April 11, 2013

Page 2

2013-2014	Fee Per Hour for Each Organization Classification			
Regular Classroom	N/C	\$3	\$15	\$20
Specialty Classroom	N/C	\$6	\$20	\$30
Multi-purpose Room	N/C	\$13	\$30	\$40
Multi-purpose Room & Kitchen	N/C	\$26	\$35	\$50
Gymnasium	N/C	\$56	\$75	\$100
Library	N/C	\$9	\$25	\$40
District Office – Anasazi	N/C	\$2	\$10	\$15
District Office – Hopi	N/C	\$3	\$15	\$20
District Office – Navajo	N/C	\$5	\$20	\$30
District Office – Board	N/C	\$10	\$30	\$40
District Office – Zuni	N/C	\$6	\$20	\$30
Evening Greeter (after 4:30pm and weekends)	\$12/HR.	\$12/HR.	\$12/HR.	\$12/HR.

Class II & III Seasonal Baseball/Softball Field Charges: \$10 registration fee for each season

Elementary Schools:

- \$62.00 per month, per field, all days
- \$34.00 per month, weekdays only
- \$34.00 per month, Saturdays only

Middle Schools:

- \$75.00 per month, per field, all days
- \$41.00 per month, weekdays only
- \$41.00 per month, Saturdays only

Class IV Seasonal Baseball/Softball Field Charges: \$25 registration fee for each season

Elementary Schools:

- \$82.00 per month, per field, all days
- \$54.00 per month, weekdays only
- \$54.00 per month, Saturdays only

Middle Schools:

- \$95.00 per month, per field, all days
- \$61.00 per month, weekdays only
- \$61.00 per month, Saturdays only

Class II & III Seasonal Soccer/Football Field Charges: \$10 registration fee for each season

Elementary Schools:

- \$124.00 per month, per field, all days
- \$68.00 per month, weekdays only
- \$68.00 per month, Saturdays only

Middle Schools:

- \$150.00 per month, per field, all days
- \$82.00 per month, weekdays only
- \$82.00 per month, Saturdays only

Class IV Seasonal Soccer/Football Field Charges: \$25 registration fee for each season

Elementary Schools:

- \$164.00 per month, per field, all days
- \$108.00 per month, weekdays only
- \$108.00 per month, Saturdays only

Middle Schools:

- \$190.00 per month, per field, all days
- \$122.00 per month, weekdays only
- \$122.00 per month, Saturdays only

If approved, community users will be notified of the 2013-2014 facility use fee schedule and the Community Use of Facilities Handbook will be updated accordingly.

Single Event Outdoor Charges:

2013-2014	Fee Per Hour for Each Organization Classification			
Outdoor Facility	Class I	Class II	Class III	Class IV
<ul style="list-style-type: none">• School Field• Parking Lot	N/C	\$5	\$10	\$20
<ul style="list-style-type: none">• Basketball court	N/C	\$1	\$10	\$20
<ul style="list-style-type: none">• Field w/ lights• Parking lot w/ restrooms	N/C	\$10	\$15	\$30



WESD Facility Use Fee Structure

2013-2014

----- Fee Per Hour for Each Organization Classification -----

NOTE: Payment is due upon receipt. A \$10 Late Payment Fee will be charged each month for all invoices outstanding 60 days or more.

Please call 602-347-2682 for more information.

Facility Type or Service	Class I*	Class II*	Class III*	Class IV*
Regular Classroom	N/C	\$3	\$15	\$20
Specialty Classroom	N/C	\$6	\$20	\$30
Multi-purpose Room/Cafeteria	N/C	\$13	\$30	\$40
Multi-purpose Room & Kitchen	N/C	\$26	\$35	\$50
Gymnasium	N/C	\$56	\$75	\$100
Library	N/C	\$9	\$25	\$40
District Office- Anasazi (15)	N/C	\$2	\$10	\$15
District Office- Hopi (40)	N/C	\$3	\$15	\$20
District Office- Navajo (75)	N/C	\$5	\$20	\$30
District Office- Board (100)	N/C	\$10	\$30	\$40
District Office- Zuni Tech (25)	N/C	\$6	\$20	\$30
GREETER SERVICES (After 4:30 pm and Weekends)	\$12/hr. 1 hr. min.	\$12/hr. 1 hr. min.	\$12/hr. 1 hr. min.	\$12/hr. 1 hr. min.
CUSTODIAL SERVICES (when applicable)	\$22/hr. No min.	\$22/hr. 1 hr. min.	\$22/hr. 2 hr. min.	\$22/hr. 2 hr. min.
NUTRITION SERVICES (when applicable)	\$26/hr. No min.	\$26/hr. 1 hr. min.	\$26/hr. 2 hr. min.	\$26/hr. 2 hr. min.
• School Field • Parking Lot	N/C	\$5	\$10	\$20
• Basketball Court	N/C	\$1	\$10	\$20
• School Field w/ Lights • Parking Lot w/ Restrooms	N/C	\$10	\$15	\$30

Seasonal Field Charges

----- Class II & III Baseball/Softball Field -----	
Elementary Schools- per field	Middle Schools- per field
• \$62.00 per month- ALL DAYS	• \$75.00 per month- ALL DAYS
• \$34.00 per month- WEEKDAYS Only	• \$41.00 per month- WEEKDAYS Only
• \$34.00 per month- WEEKENDS Only	• \$41.00 per month- WEEKENDS Only
• \$10.00 Seasonal Registration Fee	• \$10.00 Seasonal Registration Fee
----- Class IV Baseball/Softball Field -----	
Elementary Schools- per field	Middle Schools- per field
• \$82.00 per month- ALL DAYS	• \$95.00 per month- ALL DAYS
• \$54.00 per month- WEEKDAYS Only	• \$61.00 per month- WEEKDAYS Only
• \$54.00 per month- WEEKENDS Only	• \$61.00 per month- WEEKENDS Only
• \$25.00 Seasonal Registration Fee	• \$25.00 Seasonal Registration Fee
----- Class II & III Soccer/Football Field -----	
Elementary Schools- per field	Middle Schools- per field
• \$124.00 per month- ALL DAYS	• \$150.00 per month- ALL DAYS
• \$68.00 per month- WEEKDAYS Only	• \$82.00 per month- WEEKDAYS Only
• \$68.00 per month- WEEKENDS Only	• \$82.00 per month- WEEKENDS Only
• \$10.00 Seasonal Registration Fee	• \$10.00 Seasonal Registration Fee
----- Class IV Soccer/Football Field -----	
Elementary Schools- per field	Middle Schools- per field
• \$164.00 per month- ALL DAYS	• \$190.00 per month- ALL DAYS
• \$108.00 per month- WEEKDAYS Only	• \$122.00 per month- WEEKDAYS Only
• \$108.00 per month- WEEKENDS Only	• \$122.00 per month- WEEKENDS Only
• \$25.00 Seasonal Registration Fee	• \$25.00 Seasonal Registration Fee

*Please see the WESD Facility Use Handbook for classification descriptions.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board
FROM: Dr. Susan J. Cook, Superintendent
DATE: April 11, 2013
AGENDA ITEM: Discussion and Consideration of 2013-2014 Governing Board Budget
INITIATED BY: Chris Maza, Governing Board President
SUBMITTED BY: Dr. Susan J. Cook, Superintendent
PRESENTER AT GOVERNING BOARD MEETING: Chris Maza, Governing Board President
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: M&O
Budgeted: Yes

The Governing Board will review the 2012-2013 Governing Board budget in order to make recommendations for the 2013-2014 Governing Board budget. The recommendations will be compiled and brought to the Governing Board for action on April 25, 2013.

SUMMARY AND RECOMMENDATION

No action required.

Superintendent



Board Action	Motion	Second	Aye	Nay	Abstain
Adams					
Graziano					
Jahneke					
Lambert					
Maza					

Agenda Item IV.A.

**Governing Board Budget
Through March 29, 2013**

Overall Budget	12-13 Budget	Expenditures	Encumbrances	Remaining
001.100.2310.6320.501.0000 Legal Services	100,000.00	20,836.80	11,584.58	67,578.62
001.100.2310.6321.501.0000 Elections	101,482.30	48,725.50	48,274.50	4,482.30
001.100.2310.6330.501.0000 Contractual Agreement	16,347.54	3,696.00	0.00	12,651.54
001.100.2310.6331.501.0000 Registration	4,500.00	2,005.00	0.00	2,495.00
001.100.2310.6530.501.0000 Communication/Postage	15,000.00	11,203.32	0.00	3,796.68
001.100.2310.6540.501.0000 Advertising	300.00	0.00	300.00	0.00
001.100.2310.6550.501.0000 Printing and Binding	20,550.90	17,281.32	0.00	3,269.58
001.100.2310.6580.501.0000 Travel	3,985.70	1,768.63	0.00	2,217.07
001.100.2310.6613.501.0000 Supplies	1,035.00	269.05	230.95	535.00
001.100.2310.6616.501.0000 Food/Paper Products	2,115.00	444.15	1,508.15	162.70
001.100.2310.6644.501.0000 Subscriptions/Books	1,945.00	856.36	0.00	1,088.64
001.100.2310.6810.501.0000 Dues and Fees	11,250.00	11,250.00	0.00	0.00
001.199.2600.6531.501.0000 Communication	6,400.00	2,391.15	1,608.85	2,400.00
	284,911.44	120,727.28	63,507.03	100,677.13
Details	12-13 Budget	Expenditures	Encumbrances	Remaining
001.100.2310.6320.501.0000 Legal Services	100,000.00	20,836.80	11,584.58	67,578.62
Attorneys - Paid to Date - \$20,836.80			Open POs for school year	
001.100.2310.6321.501.0000 Elections	101,482.30	48,725.50	48,274.50	4,482.30
Capital Override Election Expenses				
001.100.2310.6330.501.0000 Contractual Agreement	16,347.54	3,696.00	0.00	12,651.54
ASBA Policy Services - \$3,696.00				
001.100.2310.6331.501.0000 Registration	4,500.00	2,005.00	0.00	2,495.00
ASBA Conferences - Registration				
001.100.2310.6530.501.0000 Postage	15,000.00	11,203.32	0.00	3,796.68
Postage for Capital Override Pamphlet				
001.100.2310.6540.501.0000 Advertising	300.00	0.00	300.00	0.00
Election Required Publication				

**Governing Board Budget
Through March 29, 2013**

001.100.2310.6550.501.0000 Printing and Binding	12-13 Budget 20,550.90	Expenditures 17,281.32	Encumbrances 0.00	Remaining 3,269.58
Printing Service for Capital Override Election				
001.100.2310.6580.501.0000 Travel	12-13 Budget 3,985.70	Expenditures 1,768.63	Encumbrances 0.00	Remaining 2,217.07
Travel Expenses for ASBA Summer Leadership Institute Travel Expenses for FRN Conference in Washington D.C.				
001.100.2310.6613.501.0000 Supplies	12-13 Budget 1,035.00	Expenditures 269.05	Encumbrances 230.95	Remaining 535.00
Paper Supplies, Awards, Name Badges, Plaques, Agenda Binders,				
001.100.2310.6616.501.0000 Food/Paper Products	12-13 Budget 2,115.00	Expenditures 444.15	Encumbrances 1,508.15	Remaining 162.70
Refreshments				
001.100.2310.6644.501.0000 Subscription	12-13 Budget 1,945.00	Expenditures 856.36	Encumbrances 0.00	Remaining 1,088.64
AZ Capitol Times Subscription American School Board Journal Subscription Education Code Books				
001.100.2310.6810.501.0000 Dues and Fees	12-13 Budget 11,250.00	Expenditures 11,250.00	Encumbrances 0.00	Remaining 0.00
ASBA - membership dues - \$6,000.00 ABEC - membership dues - \$5,000.00 AZ Tax Research Association - membership dues - \$150.00 AZ School Board Assoc Hispanic/Native American Indian Caucus - membership dues - \$100.00				
001.199.2600.6531.501.0000 Communication	12-13 Budget 6,400.00	Expenditures 2,391.15	Encumbrances 1,608.85	Remaining 2,400.00
Cell phones and internet service				