

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

DATE: June 27, 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

1-10

It is recommended that the Governing Board approve the Minutes of the June 13, 2013 Regular Meeting (All Governing Board Members were in attendance.).

Motion _____ Second _____ Vote _____

- F. Current Events: Governing Board and Superintendent

- G. 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.)

- H. It is recommended that the Governing Board approve the Consent Agenda.

Motion _____ Second _____ Vote _____

II. CONSENT AGENDA

*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.	11
*B. Personnel Items Personnel items include resignations, terminations, requests for retirement or leave, recommendations for employment and position changes.	12-14
*C. Out-of-State Travel 1. Debbie Gasiolek, Nutrition Services Supervisor, to attend the School Nutrition Association Annual National Conference, July 13-17, 2013, in Kansas City, MO, at no cost to the District.	15-16
*D. Award of Contract – Bid No. 13.012, Art Supplies	17-18
*E. Award of Contract – Bid No. 13.011, Warehouse, School and Office Supplies	19-20
*F. Annual Intergovernmental Cooperative Purchase Agreements with Mohave Educational Services Cooperative (MESC) to Renew Contract with H2 Group to Oversee Bond Construction Projects	21
*G. Annual Intergovernmental Cooperative Purchase Agreements with the State Procurement Office (SPO) and Mohave Educational Services Cooperative (MESC)	22-37
*H. Sole Source Vendors	38-43
*I. Student Activity Treasurer for 2013-2014	44-45
*J. Petty Cash Accounts for 2013-2014	46
*K. Extracurricular Fee Schedule for 2013-2014	47-51
*L. Reauthorization of Revolving and Change Funds for 2013-2014	52
*M. Reauthorization of Bank Accounts and Signers	53-54
*N. Resolution Appointing the Maricopa County Superintendent of Schools as the Chief Disbursing Officer for Wage Garnishments	55-57
*O. Resolution Authorizing the Execution of Warrants Between Board Meetings	58-59
*P. Signatories for Payroll and Expense Warrants for 2013-2014	60-62
*Q. Acceptance of the United States Tennis Association (USTA) Southwest Grant in the Amount of \$1,200.00	63
*R. Affiliation Agreement to Provide Meals to ACCEL School	64-67
*S. Affiliation Agreement to Provide Meals to Gomper's Habilitation Center	68-71
*T. Renewal of Lease Agreements with Faith United Methodist Church and Royal Palm Baptist Church for 2013-2014	72-83

II. CONSENT AGENDA (continued)

- *U. Renewal of Lease Agreement with VALLEYLIFE 84-106
- *V. Agreement with *Interlingua* to Provide Spanish Classes to MAP Center Students at Sahuaro Elementary School 107-109
- *W. First Reading of Proposed Amended Board Policy JK – Student Discipline 110-121

III. ACTION / DISCUSSION ITEMS

- A. To Consider and, if Deemed Advisable, Adopt a Resolution to Authorize the Sale of Tax Anticipation Notes by the District (Bill Davis, Piper Jaffray and Company) 122-147
- Motion _____ Second _____ Vote _____
- B. Proposed Expenditure Budget for Fiscal Year 2013-2014 (Cathy Thompson) 148
- Motion _____ Second _____ Vote _____
- C. Authorization to Charter Five Charter Schools within WESD Boundaries (Dr. Susan J. Cook) 149-155
- Motion _____ Second _____ Vote _____

IV. INFORMATION / DISCUSSION ITEM

- A. Governing Board Arguments for the Capital Override and M&O Override Election Pamphlets (Chris Maza, Governing Board President) 156

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.

WASHINGTON ELEMENTARY SCHOOL DISTRICT
GOVERNING BOARD MINUTES: REGULAR MEETING

2012-2013

June 13, 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. Maza called the meeting to order at 7:02 p.m. Governing Board members constituting a quorum were present: Mr. Chris Maza, Ms. Clorinda Graziano, Mr. Aaron Jahneke, and Mrs. Tee Lambert. Mr. Bill Adams joined the meeting at 7:06 p.m.

B. Moment of Silence and Meditation

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

C. Pledge of Allegiance

Mr. Maza led the Pledge of Allegiance.

D. Adoption of the Regular Meeting Agenda

UNANIMOUS

A motion was made by Mr. Jahneke that the Governing Board adopt the Regular Meeting Agenda, with flexibility. The motion was seconded by Mrs. Lambert. 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 May 23, 2013 Regular Meeting. The motion was seconded by Mr. Jahneke. The motion carried.

F. Current Events: Governing Board and Superintendent

Mr. Jahneke shared that he enjoyed attending the promotion ceremonies at Cholla Middle School. He stated that they were inspiring and were a reminder to him to be a lifelong learner and continue to support education.

Mrs. Lambert shared the following:

- Enjoyed attending the Arizona Business and Education Coalition (ABEC) meeting. She advised Board members that she would share a PowerPoint presentation from the keynote speaker titled “Being Poor by Choice”. The speaker conducted research on the socioeconomic status in Arizona.
- Enjoyed attending the Arizona School Boards Association (ASBA) Legislative Committee meeting to review submissions of proposed issues for the Political Agenda. She stated that ASBA had transformed its process for the Political Agenda and the committee’s recommendations were forthcoming.
- Thanked Governor Brewer for her efforts to have the education budget approved by the Legislature which will enable the District to finalize its budget.

Ms. Graziano shared that she enjoyed attending the promotion ceremonies at Mountain View, Maryland, Sunnyslope, and Sweetwater Schools. She thanked the schools for the opportunity to speak at the promotion ceremonies.

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Ms. Graziano shared that the Glendale Summer Band Concerts were scheduled every Thursday at 8:00 p.m. through July 25, 2013. The concerts are free to the public and are at the Murphy Park Amphitheater at 59th Avenue and Glendale Avenue.

Mr. Adams shared that he enjoyed attending the promotion ceremonies at Palo Verde Middle School and Abraham Lincoln Tradition School. He thanked the administrators, teachers, parents, and grandparents for supporting the students.

Mr. Maza shared the following:

- Enjoyed speaking at the promotion ceremonies at Royal Palm Middle School and Desert Foothills Junior High School. He thanked the administrators and teachers for the excellent job of organizing the events. He stated that the promotion ceremonies were well attended and were pleasant, educationally supportive, family oriented, and student centered.
- Echoed Mrs. Lambert's sentiments regarding Governor Brewer. He recognized the legislators representing the District who worked very hard to ensure that students and citizens were covered in different ways with the approval of the State's budget which enabled the District to produce its own budget.

G. Public Participation

There was no public participation.

H. Approval of the Consent Agenda

UNANIMOUS

Mrs. Lambert requested that Item II.B. – Personnel Items 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.

***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 Ms. Graziano. The motion carried.

Dr. Cook welcomed the following new administrators:

- John Shikany, Director of Public Safety and Security
- Kathleen McKeever, Director of Academic Support Services
- Deirdre Mai, Administrator of Academic Support Services
- Lynn Vineyard, Principal of Chapparal
- Robyn Muzich, Assistant Principal of Roadrunner
- Amanda Wilber, Assistant Principal of Washington
- Micaela Wollschlager, Assistant Principal of Manzanita
- Cody Riding, Assistant Principal of Shaw Butte
- Pamela Wright, Assistant Principal of Ocotillo

Dr. Cook acknowledged family, friends, and faculty who attended the meeting to support the new administrators. The new administrators were presented with a plant.

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Mr. Maza welcomed the new administrators and thanked the family, friends, and faculty who attended. Mr. Maza stated that it was often noted that the single largest determinant of student achievement was the teacher inside the classroom; and the single largest determinant of the teacher staying in public education and in the classroom was the leadership at the site.

- *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. Acacia Parent/Teacher Association donated a check in the amount of \$8,000.00 to be used to purchase the writing program, "Write Steps", for teachers at Acacia Elementary School.
 2. Arizona Department of Education donated a Title I award check in the amount of \$5,000.00 to be used to purchase the writing program, "Write Steps", for teachers at Acacia Elementary School.
 3. Arizona Diamondbacks donated a check in the amount of \$380.00 to be used for band instrument repairs at Palo Verde Middle School.
 4. Cash America donated a check in the amount of \$500.00 to be used for the purchase and/or repair of musical instruments at Palo Verde Middle School.
 5. Charity in Spades donated a check in the amount of \$500.00 to be used for supplies (e.g., stationery, stamps, pencils, envelopes) for students participating in the Pencil Pal Program at Mountain View School.
 6. Moon Mountain Parent/Teacher/Student Association donated a check in the amount of \$2,700.00 to be used for bulletin boards for the benefit of students at Moon Mountain Elementary School
 7. Peter Piper Pizza, Inc. donated a check in the amount of \$500.00 for the benefit of students at Alta Vista Elementary School.
 8. Peter Piper Pizza, Inc. donated a check in the amount of \$449.78 for student events and activities at Lakeview Elementary School.
 9. Peter Piper Pizza, Inc. donated pizzas with a value of \$386.56 for lunch for principals during PLA.
 10. Safeway, Inc. donated a check in the amount of \$3,249.00 for the benefit of students and families at Sweetwater School.
 11. The Hartford Group donated a check in the amount of \$2,400.00 for the benefit of students at Maryland School.
 12. Verizon Foundation donated a check in the amount of \$400.00 for the benefit of students at Ironwood Elementary School.
- *D. Annual Intergovernmental Cooperative Purchase Agreements with the Greater Phoenix Purchasing Consortium for Schools (GPPCS), Strategic Alliance for Volume Expenditures (SAVE) and The Cooperative Purchasing Network (TCPN) **UNANIMOUS**
- *E. Annual Intergovernmental Cooperative Purchase Agreements with The Cooperative Purchasing Network (TCPN) to Utilize Midstate Energy for Energy Performance Contracting Services **UNANIMOUS**

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| *F. | Extension and Renewal of Annual Contracts for Specified Goods and Services | UNANIMOUS |
| *G. | Award of Contract – Bid No. 13.005, Bus and Vehicle Washing to Ace Mobile Wash | UNANIMOUS |
| *H. | Award of Contract – Bid No. 13.016, Nutrition Services Kitchen Equipment and Smallwares | UNANIMOUS |
| *I. | District Representative for Procurement Protests for Fiscal Year 2013-2014 | UNANIMOUS |
| *J. | Renewal of Lease with the Roman Catholic Church for Private School Consortium Facilities at Bourgade High School (Modular Building Site and Parking Area) | UNANIMOUS |
| *K. | Facilities Use and Special Education Agreement Between Hi-Star Center for Children and Washington Elementary School District | UNANIMOUS |
| *L. | Permission to Pursue Character Education Matching Grant on Behalf of the District | UNANIMOUS |

III. ACTION / DISCUSSION ITEMS

At the discretion of the chair, Mr. Maza moved Action Item III.C. before Action Item III.A.

C. Award of Contract – Bid No. 13.020 – Summer Site Improvements for: Shaw Butte, Mountain Sky, Sunburst and Ocotillo Schools to Danson Construction LLC in an Amount Not to Exceed \$918,900.00

Dr. Cook advised the Board that the District was recommending an award of contract to Danson Construction for several current bond projects. Dr. Cook introduced Ms. Cathy Thompson, Director of Business Services; Mr. Mike Kramer, Director of Capital Projects/Maintenance; and Mr. Paul Hartley, Principal of the H2 Group, to offer information to the Board.

Mr. Kramer reviewed the summer site improvement projects:

- Ocotillo – Due to severe traffic congestion, changing circulation of vehicles in the parking lot.
- Sunburst – Asphalt basketball courts in very poor condition will be demolished and replaced with concrete asphalt courts.
- Shaw Butte – Considerable traffic congestion on the 21st Avenue and Cactus Road corridor. The current parking lot only has one entrance/exit. All of the asphalt will be removed and a new parking lot will be built with two exits to improve circulation – one on 21st Avenue and one on Cactus Road.
- Mountain Sky – Adding a dedicated entrance further south on 7th Avenue away from the signal light and changing the circulation of traffic to alleviate traffic congestion.

Mr. Kramer advised the Board that the Purchasing Department had notified 86 vendors of the solicitation and Danson Construction, LLC was the lowest bid at \$918,900.00 from eight responsive, responsible offers received.

Mr. Adams asked if this was a job contract or a hard bid. Mr. Kramer responded that it was a public competition hard bid and not a job ordered contract.

Mr. Adams asked if the contract could exceed \$918,900.00. Mr. Kramer replied that there was a contingency amount of \$36,000.00 included, however, the contract would not exceed \$918,900.00.

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A. To Consider, Discuss, Amend if Desired, and if Deemed Advisable, to Adopt a Resolution Ordering and Calling a Special Capital Outlay Override Election to be Held in and for the District and Declaring the Deadline for Submitting Arguments “For” and “Against” the Election to the Maricopa County School Superintendent as August 9, 2013 at 5:00 p.m.

5-0 AYE

Dr. Cook advised that the District was proposing that the Governing Board call for a possible capital override election as discussed at the May 23, 2013 Governing Board meeting. Dr. Cook introduced Ms. Cathy Thompson, Director of Business Services, to offer the information.

Ms. Thompson presented the following information regarding the possible capital override:

- Defined capital override as a secondary tax levy to pay for capital needs, including mostly technology requirements, that cannot be met by a school district’s regular capital budget.
- To date, the District had not had a capital override. The District’s November 2012 capital override election failed by 436 votes.
- Task force decision-making processes.
- Task force options considered with advantages and disadvantages identified.
- Task force conclusions and recommendation.

Mr. Maza stated that prior to a vote being taken on an election, the legal requirements around advocacy were not in effect until the vote had been taken. Mr. Maza said he wanted to reserve the discussion or comments with regard to a possible recommendation until the motion was on the floor and prior to the vote. Therefore, Mr. Maza advised the Board that he would use the following specific order regarding this item:

- Questions
- Motion
- Discussion/Comments
- Vote for motion on the floor

There were no questions from Governing Board members. Mr. Maza stated that there was no precedent regarding public participation, however, asked if anyone from the public had any questions for Ms. Thompson through him. A community member asked what the impact of the tax levy would be to a homeowner of a home assessed at \$100,000.00. Ms. Thompson responded that for a capital override election, the impact would be approximately \$73.00. Mr. Maza asked if the amount for a home assessed at \$200,000.00 would be two times the \$73.00 tax levy. Ms. Thompson replied that Mr. Maza was correct and the tax levy would be \$146.00 for a home assessed at \$200,000.00.

Dr. Cook recognized and thanked the following task force members who were present at the meeting: Jeff Spellman, Linda Armbruster, Pat MacArthur, and Chris Lieurance.

Mr. Maza exercised his president’s privilege and made the motion.

Mrs. Lambert was appreciative of the task force’s hard work and realized it had worked on this project for several years. Mrs. Lambert stated that there was a dire need and this recommendation was the venue that the District could use to help accomplish goals in the infrastructure that was needed to meet the new assessments and requirements for the children’s education.

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Mr. Adams asked for clarification on a rhetorical question that the Governing Board was asking the public if they wish to fund an override via an election. Dr. Cook responded that the Governing Board was calling for a possible override election to allow the voters to make the decision to approve or not.

Ms. Graziano stated that the recommendation did not specify an amount requested for the capital override and asked if the Governing Board had to decide which option they preferred. Ms. Thompson replied that the Resolution indicated the amount of \$7,800,000.00. Dr. Cook confirmed that the amount was on the Resolution and that it was a legal document.

Ms. Graziano referenced the last sentence on the Sample Ballot: "Under the Students FIRST capital funding system, Washington Elementary School District is entitled to State monies for building renewal, new construction and renovation of school buildings in accordance with State law." Ms. Graziano said she assumed that the verbiage was legally required to be on the Sample Ballot. She asked if it was possible to add a disclaimer stating that the District had not received the funds for several years and did not anticipate receiving any in the near future. Dr. Cook advised that it would be possible to include the disclaimer in the Board's letter. Mr. Jim Giel, bond counsel from Gust Rosenfeld, stated that other school districts had also suggested adding a disclaimer on the Sample Ballot, but were respectfully told it was not allowed. Mr. Giel advised the Board that it was required to prepare a Pro Statement and it had the opportunity to include a disclaimer statement in the Pro Statement. Mr. Giel stated that, additionally, there was a Purpose Statement in the Voter Information Pamphlet that legal counsel works with the District to prepare. He advised that the Purpose Statement was within the body of the pamphlet, not with the Pro/Con Statements, and was neutral in tone and content. Mr. Giel advised that the Board could choose to disclose that the District had not received Student FIRST monies because that was a truthful statement.

Mr. Jahneke thanked the members of the task force for their hard work and appreciated the information they presented to the Board. Mr. Jahneke stated that he hoped the public realized the hours of work that the task force did to review the District's needs and options.

Mr. Maza stated his household was based on information technology and he had a keen sense of how that part of the business works. Mr. Maza advised that the school district where he works had a capital override that was dedicated to technology. He invited any community member, parent, student, or employee from the Washington Elementary School District to visit one of the schools in the Paradise Valley Unified School District to see the significant difference in regard to technology. Mr. Maza said it was amazing to see what technology, as a tool, could do for students to assist them in their learning.

Mr. Maza advised that he had attended many business meetings where technology was utilized and how business was conducted in the 21st century. He stated there were people who would question the need of technology for our students to prepare them for the business workplace. Mr. Maza said it would be nice if we did not have to replace or upgrade technology, but technology was built with an imbedded obsolescence. Mr. Maza stated that if the District did not keep up with new technology, it was not keeping up with students' needs to enter the workplace.

Mr. Maza referred to Mr. Jahneke's comment of hoping the public understands. Mr. Maza was appreciative of the potential to ask the question because you don't know how the public will respond until you ask the question. He appreciated the opportunity to speak in support of our students and speaking in support of the fact that technology will make them competitive. Mr. Maza stated that it was more than a hope that the public

understands this, but was an expectation that the public would become learned in the importance of this subject.

The following comments were made during the roll call vote:

- Mr. Jahneke was pleased to have the opportunity to do something beneficial for the District.
- Ms. Graziano thanked the task force committee for all of the information that helped the Governing Board make an informed decision and hoped that the voters would do as much research so they would be informed voters.
- Mr. Maza thanked the task force for the information that they provided which will become essential for any community committee that would be charged with the promotion of this potential item.

A motion was made by Mr. Maza that the Governing Board adopt the Resolution ordering and calling a special capital outlay override election to be held in and for Washington Elementary School District No. 6 of Maricopa County, Arizona, on November 5, 2013, providing for notice of the election, the conduct of the election, the printing of ballots, the canvassing of the election and compliance with the Voting Rights Act. Additionally, it was moved that the Governing Board adopt the informational publications associated with this Agenda item, as well as the non-interactive Washington Elementary School District Web site page on which capital outlay override-related information is posted. It was further moved that the Governing Board declare the deadline for submitting arguments “for” and “against” the election to the Maricopa County School Superintendent as August 9, 2013 at 5:00 p.m. The motion was seconded by Mrs. Lambert. A roll call vote was requested. The motion carried 5-0.

B. To Consider, Discuss, Amend if Desired, and if Deemed Advisable, to Adopt a Resolution Ordering and Calling a Special Budget Override Election to be Held in and for the District and Declaring the Deadline for Submitting Arguments “For” and “Against” the Election to the Maricopa County School Superintendent as August 9, 2013 at 5:00 p.m.

5-0 AYE

Dr. Cook advised that the District was proposing that the Governing Board call for a possible M&O override election as discussed at the May 23, 2013 Governing Board meeting. Dr. Cook introduced Ms. Cathy Thompson, Director of Business Services, to offer the information.

Ms. Thompson presented the following information regarding the possible M&O override:

- Defined M&O override as an additional maintenance and operations funding for local schools, earmarked for specific educational purposes and generated through local property tax levies.
- District’s M&O override (10% of RCL) was reauthorized in November 2010.
- District’s K-3 override (5% of RCL) was reauthorized in 2009.
- Districts now have the option of consolidating into a single 15% M&O override.
- Task force options considered with advantages and disadvantages identified.
- Task Force conclusions and recommendation.

Mr. Maza advised the Board that the same specific order would be utilized as in the previous agenda item.

Mrs. Lambert asked the following questions:

- Asked for clarification that this was a continuation of the M&O and K-3

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overrides that are currently in place and not asking for additional monies. Ms. Thompson responded that this would be a continuation of the M&O and K-3 overrides, but would consolidate them into one override. Ms. Thompson advised that it would not affect the taxpayer whether it was approved or not.

- Asked if the current M&O and K-3 override cycle would stop if this proposal should pass. Ms. Thompson replied that if the proposal passed, a new seven year cycle would start for the 2014-2015 school year.
- Asked if the Board called for this M&O override election and the statute had changed the language, would we still be able to follow the new statute with language change. Mr. Jim Giel, bond counsel from Gust Rosenfeld, stated that there was a delegation within the Resolution to allow District staff to make appropriate changes to the ballot, as necessary, to conform to the law. Mr. Giel advised that changes would be made to the ballot if there were any statutory changes.
- Asked if the voters would be advised that M&O override funds would not go into the State's general fund. Ms. Thompson replied that M&O override funds would go directly to the school district and could not be put into the State's general fund. The question and response were on Attachment A – Frequently Asked Questions, page 132, item 7. Dr. Cook advised that it was also addressed on page 109 for the capital override Frequently Asked Questions.

Mr. Adams asked if there would be language on the ballot stating that the current M&O and K-3 overrides would be combined for this proposed M&O override election. Ms. Thompson referred to the Exhibit A – Sample Ballot statement, “The amount of the proposed continuation of the budget increase of the proposed budget over the alternate budget for fiscal year 2014-2015 is estimated to be \$0.” Mr. Giel advised that the first paragraph of the Sample Ballot addresses the existing M&O and K-3 overrides in a formal manner. Mr. Giel suggested that the explanation for the combination of the M&O and K-3 overrides could be clearly defined in the Purpose Statement for the Voter Information Pamphlet. Mr. Adams asked if it was feasible to simplify the language on the ballot, if it was legally possible, so the voters would understand that the existing overrides were being combined into the 15% M&O override for a \$0 increase to the taxpayer. Mr. Giel stated that it might be possible and would work with Ms. Thompson to accommodate Mr. Adams' request.

Mr. Jahneke stated that he liked the idea of simplifying the process. Mr. Jahneke said it was a challenge to get people to understand the different budget lines and that some monies could not be transferred between budget lines, e.g., M&O funds could not be transferred to capital funds. He advised there was a need to educate the voters.

Mr. Maza clarified Mr. Jahneke's statement about monies being transferred from one budget line to another. Mr. Maza advised that M&O funds could be transferred to the capital budget line. However, it would not be in the District's best interest to do so since salaries come out of M&O. Ms. Thompson stated that the District had the option of what percentage could go into the M&O and capital budgets. She advised that the M&O budget was a large commitment because 89% of M&O was for salaries.

Mr. Maza stated that if the override should pass, a homeowner living within the District would not pay more taxes although the amount could change due to the fluctuation of the value of the home. Ms. Thompson reported that the amount would be the same for the homeowner whether the override passed or not. Mr. Maza noted that his tax statement had decreased over the past two years because the assessed value of his home had gone down.

Mr. Maza asked if there were any questions from the public in the audience. Hearing no questions, Mr. Maza exercised his president's privilege and made the motion.

Ms. Graziano thanked the task force for the information provided. She was appreciative that the information was provided in two Governing Board meetings and had the opportunity to take the time to make an informed decision. She also appreciated the fact that the District could use the verbiage that this was a "continuing" override. Ms. Graziano felt that once the public was educated, it would be easier to vote on the overrides at one time (every five years) rather than be asked every two years and was thankful to have the opportunity to change it.

Mr. Maza thanked the public for doing its due diligence and approving the current overrides, thus allowing the District to ask for a "continuing" override election. Mr. Maza hoped that the public could see that the District was trying to maintain and continue the work that it does for the children. Mr. Maza thanked the task force members for their work and providing the information to ask the question to the public.

Mr. Adams stated during the roll call vote that he was pleased there would be zero impact to the taxpayer.

A motion was made by Mr. Maza that the Governing Board adopt the Resolution ordering and calling a special budget override election to be held in and for Washington Elementary School District No. 6 of Maricopa County, Arizona, on November 5, 2013, providing for notice of the election, the conduct of the election, the printing of ballots, the canvassing of the election and compliance with the Voting Rights Act. Additionally, it was moved that the Governing Board adopt the informational publications associated with this Agenda item, as well as the non-interactive Washington Elementary School District Web site page on which M&O override-related information is posted. It was further moved that the Governing Board declare the deadline for submitting arguments "for" and "against" the election to the Maricopa County School Superintendent as August 9, 2013 at 5:00 p.m. The motion was seconded by Mr. Jahneke. A roll call vote was requested. The motion carried 5-0.

IV. FUTURE AGENDA ITEMS

Mr. Adams requested an update on the Bond Projects.

V. GOVERNING BOARD AND SUPERINTENDENT ACKNOWLEDGMENTS

Mr. Jahneke acknowledged that he enjoyed attending Ironwood's outstanding Talent Show. He reported that the outgoing principal introduced the new principal.

Dr. Cook acknowledged receiving a letter from Evelyn Davidson, parent of Nicholas Meyers, who has attended Palo Verde Middle School since pre-school and will be in the 8th grade. The letter was a commendation and attribution to the Palo Verde principal, assistant principal, and all of the teachers. Dr. Cook stated it was a lovely tribute to the Palo Verde staff.

Mr. Maza acknowledged Joyce Shiota for providing each Board member with a copy of their Oath of Office document for future reference, if needed.

VI. ADJOURNMENT

UNANIMOUS

A motion was made by Mr. Adams to adjourn the meeting at 8:16 p.m. The motion was seconded by Mr. Jahneke. The motion carried.

June 13, 2013

SIGNING OF DOCUMENTS

Documents were signed as tendered by the Governing Board Secretary

BOARD SECRETARY

DATE

BOARD OFFICIAL

DATE

June 13, 2013

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: June 27, 2013 Information
AGENDA ITEM: *Approval/Ratification of Vouchers 1st Reading

INITIATED BY: Elizabeth Martinez, Accounting Manager
SUBMITTED BY: David Velazquez, Director of Finance

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA, DK and A.R.S. §15-321

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):

06/14/13	1,768,870.98
Totals:	1,768,870.98

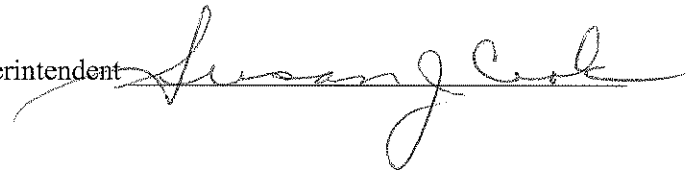
APPROVE/RATIFY FY 12/13 EXPENSE VOUCHERS (warrants for services and materials, payroll expense):

06/05/13	4,850,303.52
06/12/13	2,617,101.06
Totals:	7,467,404.58

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: June 27, 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

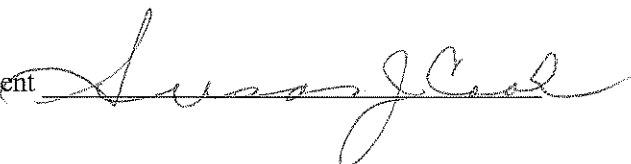
Funding Source: Various
Budgeted: Yes

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**June 27, 2013****I. RESIGNATIONS, RETIREMENTS, EXCESSES, AND LEAVES OF ABSENCE****A. ADMINISTRATIVE**

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
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B. CERTIFIED

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
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Darling	Stacy	Teacher-5th Grade	Orangewood	Resignation	6	5/30/2013
Goma	Cythel	Teacher-Special Needs Preschool	Manzanita	Resignation	4	5/30/2013
Hester	Sara	Teacher-5th Grade	Shaw Butte	Resignation	10	5/30/2013
Neumann	Jason	Teacher-Music	Royal Palm	Resignation	6	5/30/2013
Schiffman	Karen	Teacher-Preschool Hdcp.	Tumbleweed	Retirement- SmartSchools 13-14	22	5/30/2013

C. FULL-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
-----------	-------	----------	----------	--------	------------------	----------------

Avitia	Irma	Translator	Translation Services	Resignation	1	6/27/2013 Revised Date
Estrada de Bartlow	Maria	Night Custodian	Sunburst	Resignation	6	6/28/2013
Ewing	Benjamin	Psychologist	Special Services	Resignation	6	6/14/2013
Martinez	Lauren	Office Specialist	After School Program	Resignation	2	7/11/2013
Vigil	Ann	Food Service Manager	Manzanita	Resignation	9	5/30/2013

D. PART-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
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Armstrong	Marion	Food Service Helper	Cactus Wren	Resignation	1.5	5/30/2013
Carena	Suzanne	Food Service Helper	Mountain Sky	Resignation	4 mo.	5/30/2013
Ceron Martinez	Gabriela	Food Service Helper	Orangewood	Resignation	1.5	5/30/2013
Cole	Louise	Office Technician	Ironwood	Resignation	15	6/11/2013
Dousten	Bronet	Special Ed. Assistant	Sweetwater	Resignation	3	5/28/2013
Frost	Craig	Crossing Guard/Monitor	Moon Mountain	Resignation	1	5/29/2013
Gildersleeve	Lisa	Food Service Clerk	Washington	Resignation	3 mo.	5/30/2013
Hakari	Salima	Special Ed. Assistant	Acacia	Postion Ended	1	5/29/2013
Hall	Candace	Paraprofessional	Lakeview	Postion Ended	2	5/29/2013
Holguin	Elizabeth	Bus Driver	Transportation	Resignation	5	5/30/2013
Hull	Brittany	Bus Assistant	Transportation	Termination	3 mo.	5/17/2013
Malek	Afra	Personal Care Provider	Palo Verde	Resignation	3	5/29/2013
Pfeiffer	Julianne	Special Ed. Assistant	Sweetwater	Resignation	4	5/29/2013
Rebar	Stephanie	Food Service Helper	Ironwood	Resignation	1	5/30/2013
Stillwagon	Jennifer	Paraprofessional	Palo Verde	Resignation	1	5/29/2013
Weston	Ron	Bus Driver	Transportation	Resignation	1	5/24/2013
Wheelock	Anna	Special Ed. Assistant	Shaw Butte	Resignation	4 mo.	5/29/2013

II. EMPLOYMENT**A. ADMINISTRATIVE**

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
Johnson	Karen	Adminstrator-Special Services	E	Special Services

PERSONNEL ACTION RECOMMENDED**June 27, 2013****B. CERTIFIED**

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
Alva	Maria	Teacher-6th Grade	E	Manzanita
Ardelean	Jonathon	Teacher-Mathematics	E	Cholla
Austin	Kristin	Teacher-Kindergarten	E	Sunset
Bard	Jennifer	Teacher-Mathematics	E	Cholla
Barrio	Brittany	Teacher-Art	E	Shaw Butte
Beckis	Amy	Teacher-Language Arts	E	Arroyo
Brewer	Don	Teacher-Music	E	Mountain Sky
Briggs	Michelle	Teacher-3rd Grade	E	Manzanita
Burke	Janet	Teacher-LD	E	Chaparral
Callies	Debra	Teacher-Science	E	Sweetwater
Cervantez	Danielle	Teacher-1st Grade	E	Mountain View
Cobbs	Veronica	Teacher-5th Grade	E	Ocotillo
Culler	Brooke	Teacher-1st Grade	E	Ocotillo
Coppo	Jayson	Teacher-Music	E	Washington
Day	Michael	Teacher-Social Studies	E	Cholla
Deckwa	Jennifer	Teacher-Kindergarten	E	Manzanita
DiLello	Carolyn	Teacher-CCB	E	Lookout Mountain
Djukovic-Barakovic	Bojana	Program Coach	E	Maryland
Fisher	LaShea'	Teacher-2nd Grade	E	Alta Vista
Fox	Rebecca	Teacher-3rd Grade	E	Sunnyslope
Gibbs	Paul	Teacher-Language Arts	E	Maryland
Hagen	Rachel	Teacher-2nd Grade	E	Richard Miller
Hargis	Erin	Teacher-4th Grade	E	Ocotillo
Hausermann	Lorena	Speech Evaluator	E	Special Services
Hook	Allison	Teacher-3rd Grade	E	Sunburst
Hultin	Sherri	Teacher-4th Grade	E	Manzanita
Kardas	Naida	Teacher-2nd Grade	E	Shaw Butte
Kataria	Selena	Teacher-5th Grade	E	Mountain View
Kester	Libery	Teacher-CCSC	E	Washington
Kilbride	Susan	Teacher-6th Grade	E	Royal Palm
Ladd	Alysson	Teacher-5th Grade	E	Richard Miller
Lee-Peery	Brenda	Teacher-2nd Grade	E	Sunset
Lingenfelter	Kelcy	Teacher-1st Grade	E	Shaw Butte
Lomas	Michelle	Teacher-Music	E	Abraham Lincoln
Long	Sandra	Teacher-Reading	E	Desert Foothills
Mc Fee	Terry	Teacher-Band	E	Mountain Sky
McGee	David	Teacher-1st Grade	E	Alta Vista
Morton	Cheryl	Speech Pathologist	E	John Jacobs
Paskell	Morgan	Teacher-CCK	E	Manzanita
Phillips	Candace	Teacher-Mathematics	E	Cholla
Porter	Meghan	Teacher-Kindergarten	E	Roadrunner
Powell	Noel	Teacher-Kindergarten	E	Maryland
Pulley	Donna	Teacher-1st Grade	E	Sunnyslope
Raths	Ryan	Teacher-4th Grade	E	Roadrunner
Rohrbach	Nikki	Teacher-3rd Grade	E	Roadrunner
Schultz	Kristy	Teacher-1st Grade	E	Sunnyslope
Silva	Teresa	Teacher-1st Grade	E	Mountain View
Simpson	Chelsea	Teacher-6th Grade	E	Lakeview
Slavik	Tamara	Teacher-6th Grade	E	Orangewood
Spina	Stephanie	Teacher-3rd Grade	E	Sunset
Stidhum	Kelvonnah	Teacher-Art	E	Roadrunner
Sutter	Janet	Audiologist	E	Special Services
Tegidius	Natalie	Teacher-2nd Grade	E	Cactus Wren
Thompson	Katie	Teacher-4th Grade	E	Sunnyslope
Underwood	Melissa	Teacher-Art	E	Maryland/Roadrunner
VanLeer	Rebecca	Teacher-2nd Grade	E	Ocotillo
Wegener	Linda	Teacher-5th Grade	E	Sunnyslope
Weisheit	Donna	Teacher-Kindergarten	E	Ocotillo

PERSONNEL ACTION RECOMMENDED

June 27, 2013

C. FULL-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
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D. PART-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
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WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: June 27, 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: No Cost to District
Budgeted: Yes

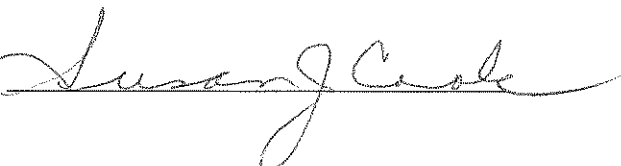
The following out-of-state travel request has been reviewed and is recommended for approval:

1. Debbie Gasior, Nutrition Services Supervisor, to attend the School Nutrition Association Annual National Conference, July 13-17, 2013, in Kansas City, MO, at no cost to the District.

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.C.

WASHINGTON ELEMENTARY SCHOOL DISTRICT #6
DATE OF BOARD AGENDA ITEM - June 27, 2013

OUT-OF-STATE TRAVEL REQUEST FORM

Name of Traveler(s) <i>(as it appears on your driver's license)</i>	Position	School/Department
Debbie Gasiorek	Supervisor	Nutrition Services

CONFERENCE INFORMATION:

CONFERENCE TITLE:	School Nutrition Association Annual National Conference									
TRAVEL DATES:	July 13-17, 2013									
CONFERENCE LOCATION:	Kansas City, Missouri									
SOURCE OF FUNDING: Description:	Registration Funds (Funding Source)							Total		
Registration Account Code:				6331			\$			0
SOURCE OF FUNDING: Description:	Travel Funds (Funding Source)							Total		
Travel Account Code:				6580			\$			0
SOURCE OF FUNDING: Description:	Substitute Funds (Funding Source)							Total		
Substitute Account Code:				6129			\$			0

PURPOSE OF TRAVEL: Debbie Gasiorek, Nutrition Services Supervisor, will attend the School Nutrition Association Annual Conference. The conference will focus on the areas of child nutrition, program operation, administration communication, and marketing. Upon her return, Debbie will share the information gained with fellow Nutrition Services employees.

MAXIMUM COSTS:

REGISTRATION FEE:	\$
MEALS	\$
LODGING:	\$
SUBSTITUTES	\$
TRANSPORTATION:	\$
AIR	\$
CAR RENTAL/PARKING	\$
BUS/TAXI/SHUTTLE	\$
TOTAL COST:	\$ 0.00

SIGNATURES

Connie Parmenter
Supervisor

Supervisor

Maggie Westhoff

COMMENTS: There will be no charge to Washington Elementary School District. The cost will be shared by vendor and traveler.

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: June 27, 2013 Information
AGENDA ITEM: *Award of Contract – Bid No. 13.012, Art Supplies 1st Reading

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

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: M&O
Budgeted: Yes

On May 10, 2013, the District issued Bid No. 13.012, Art Supplies. Items covered by this bid are needed to restock the Material Management Center and for small dollar purchases placed by individual schools and departments. No school or department can spend more than is budgeted without prior approval from the Finance Department. This contract is also available to members of the Greater Phoenix Purchasing Consortium of School (GPPCS) and Strategic Alliance of Volume Expenditures (SAVE).

Sixty Eight (68) vendors were notified of the Bid. Fourteen (14) responsive, responsible bids and one (1) nonresponsive bid were received and opened on May 31, 2013. Brian Wenrich, Contract Manager, and Dawn Bingaman, Materials Technician, evaluated the bids and recommend the vendors listed on the attached sheet for award. Vendors not awarded had higher prices for the line items. A multiple award is the most advantageous to ensure the best service and the most complete product availability for the District.

The award of this solicitation will result in a one (1) year contract beginning upon award with the option to renew for two (2) additional years or portion thereof (with the exception of paper). Included is a provision for cancellation by the District with thirty (30) days prior written notice.

Funding for this expenditure is included in the individual school's or department's 2013-2014 M&O budgets and will be purchased on an as-needed basis.

Copies of the solicitation and responses are available for review in the Purchasing Department.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board award contract regarding Bid No. 13.012, Art Supplies as presented.

Superintendent



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

Agenda Item *II.D.

***Award of Contract: Bid No. 13.012, Art Supplies**

June 27, 2013

Page 2

Blick Art Material
Business Stationers
Classic School Supply
Educational Outlook

Marjon Ceramics
Office Depot
Pyramid School Products
Quill

School Specialty
Standard Stationery Supply
Triarco Arts & Crafts

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: June 27, 2013 Information
AGENDA ITEM: *Award of Contract – Bid No. 13.011, Warehouse, School and Office Supplies 1st Reading

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

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: M&O
Budgeted: Yes

On May 7, 2013, the District issued Bid No. 13.011, Warehouse, School and Office Supplies. Items covered by this bid are needed to restock the Material Management Center and for small dollar purchases placed by individual schools and departments. No school or department can spend more than is budgeted without prior approval from the Finance Department. This contract is also available to members of the Greater Phoenix Purchasing Consortium of School (GPPCS) and Strategic Alliance of Volume Expenditures (SAVE).

One Hundred-Forty Nine (149) vendors were notified of the Bid. Nineteen (19) responsive, responsible bids and one (1) nonresponsive bid were received and opened on May 30, 2013. Brian Wenrich, Contract Manager, and Dawn Bingaman, Materials Technician, evaluated the bids and recommend the vendors listed on the attached sheet for award. Vendors not awarded had higher prices for the line items. A multiple award is the most advantageous to ensure the best service and the most complete product availability for the District.

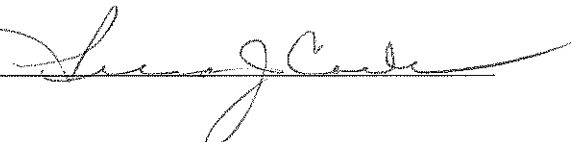
The award of this solicitation will result in a one (1) year contract beginning upon award with the option to renew for two (2) additional year or portion thereof, (with the exception of paper). Included is a provision for cancellation by the District with thirty (30) days prior written notice.

Copies of the solicitation and responses are available for review in the Purchasing Department.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board award contract regarding Bid No. 13.011, Warehouse, School and Office Supplies as presented.

Superintendent



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

Agenda Item *I.I.E.

***Award of Contract - Bid No. 13.011, Warehouse, School and Office Supplies**

June 27, 2013

Page 2

ACCO Brands
ATP Industries
Beyond Technology
Business Stationers
Classic School Supply
Contract Paper Group

Elgin School Supply
Marker Board People
Office Depot
Pyramid School Products
Quill
School Specialty

Spicers Paper
The Library Store
Vision Business Products

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: June 27, 2013 Information
AGENDA ITEM: *Annual Intergovernmental Cooperative Purchase Agreements with Mohave Educational Services Cooperative (MESC) to Renew Contract with H2 Group to Oversee Bond Construction Projects 1st Reading

INITIATED BY: Howard Kropp, Director 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. 15-213; A.R.S. 11-952; A.A.C. R7-2-1191-R7-2-1195

SUPPORTING DATA

Funding Source: Bond
Budgeted: Yes

The Purchasing Department is recommending authorization to renew the contract presented for anticipated purchases in excess of the bidding threshold.

The District seeks to renew the contract with H2 Group to perform oversight on District Bond construction projects for the fiscal year of 2013–2014. In December, 2010, the District brought forward a three year contract with H2 Group for these same services. We would now like to execute a one (1) year contract in an amount not-to-exceed \$283,084.00 for this vendor to continue these services. The District would then evaluate how to proceed for any subsequent years beyond the 2014 school year.

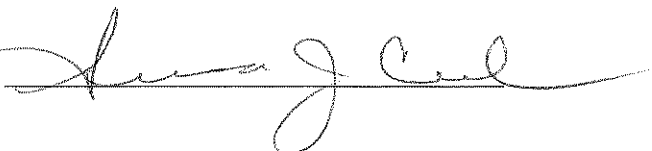
A.R.S. 11-952 and A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements. A school district may either, participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any materials, services, or construction with one or more 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 contract is 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 Mohave Educational Services Cooperative (MESC) to renew the contract with H2 Group to oversee Bond construction projects.

Superintendent



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

Agenda Item *II.F.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: June 27, 2013 Information
AGENDA ITEM: *Annual Intergovernmental Cooperative Purchase Agreements with the State Procurement Office (SPO) 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.

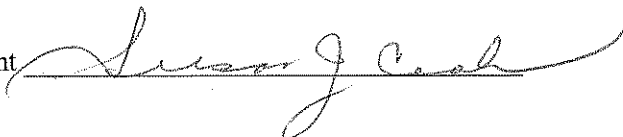
A.R.S. 11-952 and A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements. A school district may either, participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any materials, services, or construction with one or more 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) and Mohave Educational Services Cooperative (MESC).

Superintendent



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

Agenda Item *II.G.

MOHAVE EDUCATIONAL SERVICES COOPERATIVE CONTRACTS

THERE IS AVAILABLE BUDGET CAPACITY:

Vendor(s):	Smartschoolsplus (dba: Smartworksplus)
Description of Purchase:	Temporary employment and recruitment services.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Human Resources/M&O
Expended-To-Date:	\$0.00

THERE IS AVAILABLE BUDGET CAPACITY:

Vendor(s):	Arizona Restaurant Supply
Description of Purchase:	Nutritional Service Equipment such as steamers, salad bar units.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Nutritional Services/M&O
Expended-To-Date:	\$6,384.37
Vendor(s):	Sico America
Description of Purchase:	Cafeteria tables
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Nutritional Services/M&O
Expended-To-Date:	\$0.00

THERE IS AVAILABLE BUDGET CAPACITY:

Vendor(s):	CDW Government, Inc.
Description of Purchase:	Computer hardware, software and peripherals.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual schools and departments M&O/Indirect costs
Expended-To-Date:	\$10,865.92
Vendor(s):	Logicalis, Inc. (formerly Network Infrastructure)
Description of Purchase:	and administrative sites.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Management Information Systems/M&O
Expended-To-Date:	\$440,751.08
Vendor(s):	QCM Technologies
Description of Purchase:	Software and technology support.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Management Information Systems/M&O
Expended-To-Date:	\$28,950.85
Vendor(s):	Apple, Inc.
Description of Purchase:	Apple computers and accessories.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Management Information Systems/M&O
Expended-To-Date:	\$180,314.22

THERE IS AVAILABLE BUDGET CAPACITY:

Vendor(s):	Canyon State Bus Sales
Description of Purchase:	New and used buses, bus repair and related spare parts.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Transportation/M&O, Capital
Expended-To-Date:	\$1,164,701.11

Vendor(s):	Auto Safety House
Description of Purchase:	New and used buses, bus repair and related spare parts.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Transportation/ Capital and M&O
Expended-To-Date:	\$29,748.84

THERE IS AVAILABLE BUDGET CAPACITY:

Vendor(s):	Fire Security Electronics & Communications, Inc.
Description of Purchase:	systems.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Maintenance/M&O, Capital
Expended-To-Date:	\$37,049.77
Vendor(s):	Midstate Mechanical, Inc. (formerly Mechanical Maintenance)
Description of Purchase:	chiller system as well as plumbing services.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Maintenance/M&O, Capital
Expended-To-Date:	\$3,832.80
Vendor(s):	Safeguard Security and Communications
Description of Purchase:	Maintenance and repair of intercoms, clocks, and media management.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Maintenance/M&O, Capital
Expended-To-Date:	\$41,422.95
Vendor(s):	Schooldude.com
Description of Purchase:	Annual maintenance direct and preventative maintenance service.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Maintenance/M&O
Expended-To-Date:	\$12,697.90
Vendor(s):	Norcon Industries
Description of Purchase:	draperies, rigging & lighting equipment.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Maintenance/M&O, Capital
Expended-To-Date:	\$3,878.12
Vendor(s):	Northern Chemical Company
Description of Purchase:	Purchase of janitorial products and services.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Maintenance/M&O
Expended-To-Date:	\$52,631.52
Vendor(s):	A & G Turf Equipment
Description of Purchase:	Purchase of power equipment and services.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Maintenance/M&O, Capital
Expended-To-Date:	\$1,677.23
Vendor(s):	Ecolab
Description of Purchase:	Pest control services.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Maintenance/M&O
Expended-To-Date:	\$550.00

Vendor(s):	Associated Fence
Description of Purchase:	JOC for various types of fencing.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Maintenance/M&O
Expended-To-Date:	\$0.00
Vendor(s):	Kone Thyssenkrupp Elevator Corp
Description of Purchase:	Elevator repair and maintenance.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Maintenance/M&O
Expended-To-Date:	\$33,461.64

THERE IS AVAILABLE BUDGET CAPACITY:

Vendor(s):	Baystone Financial (through Kansas State Bank)
Description of Purchase:	Copiers (tax-exempt lease purchase financing).
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual schools and departments/M&O
Expended-To-Date:	\$578,527.32
Vendor(s):	Arizona Furnishings
Description of Purchase:	Replacement of classroom and office furniture.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual schools and departments/Soft and Unrestricted Capital
Expended-To-Date:	\$157,389.09
Vendor(s):	Edupoint Educational Systems
Description of Purchase:	Student information system software (Synergy).
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Indirect Costs
Expended-To-Date:	\$0.00
Vendor(s):	Follett Software
Description of Purchase:	Scanners and barcodes for library books.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual schools and departments/M&O
Expended-To-Date:	\$25,899.95
Vendor(s):	Hillyard
Description of Purchase:	Custodian supplies and equipment.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual schools and departments/Unrestricted Capital and M&O
Expended-To-Date:	\$209,578.08
Vendor(s):	Konica Minolta Business Solutions
Description of Purchase:	Maintenance agreement and equipment.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual schools and departments/M&O
Expended-To-Date:	\$60,661.60
Vendor(s):	Milano Music
Description of Purchase:	Musical Instruments, equipment, supplies and repair services.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual schools and departments/Soft Capital
Expended-To-Date:	\$7,457.63

Vendor(s):	School Specialty
Description of Purchase:	Classroom supplies/instructional aids for classrooms and office.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual schools and departments/M&O
Expended-To-Date:	\$270.84
Vendor(s):	Troxell Communications, Inc.
Description of Purchase:	Audio/visual equipment, service and installation.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual schools and departments/Soft Capital, Unrestricted Capital and M&O
Expended-To-Date:	\$1,187.21
Vendor(s):	Universal Athletic Service
Description of Purchase:	Athletic equipment.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual schools and departments/M&O
Expended-To-Date:	\$0.00
Vendor(s):	Wenger Corporation
Description of Purchase:	Musical instruments, equipment, supplies/repair, choral risers and stage equipment.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual schools and departments/Soft Capital/Capital
Expended-To-Date:	\$3,000.20

THERE IS AVAILABLE BUDGET CAPACITY:

Vendor(s):	Dave Bang Associates
Description of Purchase:	Purchase and installation of playground equipment and parts.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual schools/Community Schools/Gifts and Donations
Expended-To-Date:	\$706.46
Vendor(s):	Micon Construction
Description of Purchase:	equipment and purchase new when necessary.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual schools/Community Schools/Gifts and Donations
Expended-To-Date:	\$0.00
Vendor(s):	Playpower LT Farmington
Description of Purchase:	Purchase and installation of playground equipment to replace damaged equipment.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual schools/Community Schools/Gifts and Donations
Expended-To-Date:	\$0.00
Vendor(s):	Shade-n-Net of Arizona
Description of Purchase:	coverage over playgrounds and eating/break areas.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual schools/Community Schools/Gifts and Donations
Expended-To-Date:	\$8,769.86

THERE IS AVAILABLE BUDGET CAPACITY:

Vendor(s):	Corgan Associates
Description of Purchase:	Architectural and engineering services.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Construction Services
Expended-To-Date:	\$0.00

Vendor(s):	Ace Asphalt
Description of Purchase:	Asphalt paving.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Construction Services
Expended-To-Date:	\$0.00
Vendor(s):	Continental Flooring Company
Description of Purchase:	Carpeting and flooring sales and installation.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Construction Services
Expended-To-Date:	\$14,748.66
Vendor(s):	DH Pace
Description of Purchase:	Locking Systems for Doors and Related Hardware
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Construction Services
Expended-To-Date:	\$0.00
Vendor(s):	Michael L. Riddle Painting
Description of Purchase:	Exterior/Interior painting and coating applications.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Construction Services
Expended-To-Date:	\$0.00
Vendor(s):	H2 Group
Description of Purchase:	Project management services.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Construction Services/Bond, Indirect Costs
Expended-To-Date:	\$223,380.00
Vendor(s):	SDB, Inc.
Description of Purchase:	Job Order Contracts (JOC).
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Construction Services
Expended-To-Date:	\$0.00
Vendor(s):	Pueblo Mechanical & Controls
Description of Purchase:	Job Order Contracting for various construction trades.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Construction Services
Expended-To-Date:	\$3,342.67

THERE IS AVAILABLE BUDGET CAPACITY:

Vendor(s):	Assured Document Destruction
Description of Purchase:	Destruction services of confidential documents.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Business Services/M&O
Expended-To-Date:	\$1,774.60

STATE PROCUREMENT OFFICE CONTRACTS

THERE IS AVAILABLE BUDGET CAPACITY:

Vendor(s):	Phoenix Newspapers (The Arizona Republic)
Description of Purchase:	Legal and classified advertising.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Human Resources/M&O
Expended-To-Date:	\$3,658.25

THERE IS AVAILABLE BUDGET CAPACITY:

Vendor(s):	Audio Enhancement Commercial Computer Services (CCS) Ear Professional Audio Video Exhibitone Corporation IMMEDIA Level 3 Logicalis Troxell Communications Vector Resources
Description of Purchase:	Audio and Visual Products and Services
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual schools and departments M&O/Indirect
Expended-To-Date:	\$284,912.39
Vendor(s):	Black Box Network Services Gruber Technical Logicalis
Description of Purchase:	Cabling communication systems.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	M&O/E-rate
Expended-To-Date:	\$18,433.27
Vendor(s):	Apple Computer Hewlett-Packard Co.
Description of Purchase:	Computer contracts - WSCA.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual schools and departments/Indirect
Expended-To-Date:	\$223,428.89
Vendor(s):	SHI International
Description of Purchase:	Software value added reseller.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	MIS department/M&O
Expended-To-Date:	\$186,713.25
Vendor(s):	Interface Technical Training
Description of Purchase:	Technology training and partnering services
Estimated 2013-2014 Expenditures:	to be used on an as-needed basis.
Department/School Funding:	MIS department/M&O
Expended-To-Date:	\$12,287.00
Vendor(s):	Black Box Network CDW Government Century Link
Description of Purchase:	Logicalis World Wide Technology Network, equipment and services.

Estimated 2013-2014 Expenditures:	to be used on an as-needed basis.
Department/School Funding:	MIS department/M&O
Expended-To-Date:	\$66,891.97
Vendor(s):	Gruber Technical
Description of Purchase:	Uninterruptible power supply, new equipment, service and maintenance.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	MIS department/M&O
Expended-To-Date:	\$1,011.16

THERE IS AVAILABLE BUDGET CAPACITY:

Vendor(s):	Beyond Technology (laser/ink jet cartridges) Vision Business Products
Description of Purchase:	Copier, fax supplies and laser jet/ink jet cartridges.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Materials Management Center/M&O
Expended-To-Date:	\$97,120.87
Vendor(s):	Arizona Envelope Company
Description of Purchase:	Envelopes printed and stock.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Materials Management Center/M&O
Expended-To-Date:	\$8,920.17
Vendor(s):	AAF International
Description of Purchase:	HVAC filters.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Materials Management Center/M&O
Expended-To-Date:	\$0.00
Vendor(s):	Grainger
Description of Purchase:	Industrial supplies and equipment.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Materials Management Center/M&O
Expended-To-Date:	\$42,395.65
Vendor(s):	Grainger Voss Lighting
Description of Purchase:	Lighting supplies such as lamps, ballasts, light sensors and exit signs.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Materials Management Center/M&O
Expended-To-Date:	\$47,307.89
Vendor(s):	Neopost / Hasler
Description of Purchase:	Mailing equipment, supplies and maintenance.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Materials Management Center/M&O
Expended-To-Date:	\$12,174.66
Vendor(s):	Spicer Paper Unisource
Description of Purchase:	Paper: copy, general office and specialty.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Materials Management Center and Printing Services District Service Funds
Expended-To-Date:	\$118,700.79

Vendor(s):	Ferguson Enterprises
Description of Purchase:	Plumbing parts and supplies.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Materials Management Center/M&O
Expended-To-Date:	\$27,554.26

THERE IS AVAILABLE BUDGET CAPACITY:

Vendors:	
ABA Architects	JJR
Abacus Project Management, Inc.	Johnson Walzer Associates
Adams and Associates Engineers, PLLC	Johnston Engineering Company
ADM Group, Inc.	Kenney Aerial Mapping, Inc.
AECOM	Kimley-Horn and Associates
Alpha Geotechnical & Materials, Inc.	Kleinfelder
AMEC Earth & Environmental, Inc.	KPFF Consulting Engineers
Americas Communications, LLC	Lawrence Engineering
AndersonBaron Landscape Architecture	LEA Architects
Animas Environmental Services, LLC	Lee Engineering, LLC
APMI, Inc.	Lee Harbers Consultant
Applied Pavement Technology, Inc.	Logan Halperin Landscape Architecture
APS Energy Services Company, Inc	Logan Simpson Design Inc.
Archaeological Consulting Services, Ltd.	LSW Engineers Arizona, Inc
Architectural Resource Team Inc.	Matrix Design Group, Inc.
Architekton	McGann & Associates Inc.
Arizona Pinnacle Engineering	MCS Architects
Arquitectura, Ltd.	Michael Baker Jr., Inc.
Arrington Watkins Architects	Michael Wilson Kelly-Architects
Atkins	Morrison-Maierle, Inc.
Atwell LLC	Motley Design Group, LLC
BDA Engineers	MRT Design LLC
Bridgers & Paxton Consulting Services	Natural Channel Design
Brown and Caldwell	NCS Engineers
Burns & McDonnell Engineering Company	Nicklaus Engineering
BWS Architects	Orcutt Winslow
Cardno WRG	Otwell Associates Architects
Carollo Engineers, P.C.	PACE
Caruso Turley Scott	Palmer Engineers, Inc.
Catalyst Architecture, LLC	Peak Engineering
CivTech Inc	Pearson Engineering Associates
Clear Blue Services, LLC	Perlman Architects of Arizona, Inc.
Clear Creek Associates	Peter Basso Associates, Inc
Coe and Van Loo, LLC	Plateau Engineering
Collins Engineers	Premier Engineering Corporation
Conedison Solutions	Professional Service Industries, Inc
Consultant Engineering, Inc.	Quality Testing, LLC
Cooper Aerial Surveys	RBA Architecture
Cordova Environmental Consulting	RBF Consulting
Corgan Associates	Reece Angell Rowe Architects
CR Engineers Inc	ReSEED Advisors
CSHQA	Richard and Bauer Architecture
Darling Environmental and Surveying	RJ Ghan Engineering
David Evans and Associates, Inc.	Robert Polcar Architects, Inc.
David Hunt Architecture	Ryden Architects, Inc.

Del Sol Group	Saguaro Geoservices
Design One, Inc.	SCS Engineers
Designlink Architectural & Planning	Searer, Robbins & Stephens, Inc.
Deutsch Architecture Group	Serbin Studio
Dibble Engineering	Shephard-Wesnitzer
Dick & Fritsche Design Group	Site Consultants
DLR Group	Smithgroup
Dominion Environmental Consultants	Southwest Ground-Water Consultants
DRW Engineering	SouthWest Traffic Engineering, LLC
Durand Hills Mouw Woods, LLC	Speedie & Associates, Inc.
DWL Architects + Planners	SPS Architects
EMC Engineers	Stanley Consultants
EcoPlan Associates	Stormwater Plans
EEC	Strand Associates
Eiert & Associates	Stroh Architecture
Emc2 Group Architects Planners, PC	Structural Concepts, Inc.
Energy Environment Economics	Struktur Studio
Energy Systems Design, Inc.	Sun Engineering
Engberg Anderson	Sunrise Engineering
Engineering & Geologic Water & Wastewater	SWA Architects
Engineering Specialties Group	Swayback Partners
Enovity	Swan Architects, Inc.
Entellus, Inc.	T. Barnabas Kane & Associates
Environmental Professional Services	Taylor RyMar Corporation
EPS, Inc.	Terracon Consultants
Errol L. Montgomery & Associates	Tetra Tech, Inc.
FM GROUP INC	The Architecture Company
FM Solutions	The CK Group
Fore Dimensions LLC	The Durrant Group, Inc.
Gannett Fleming, Inc.	The WLB Group
Gensler	Tres Rios Consulting Engineers
Gervasio & Associates	TriMedia Environmental & Engineering Services
GHD, Inc.	Tristar Engineering and Management, Inc.
Gilleland Brubaker Architects	URS Corporation
Golder Associates	Van Boerum & Frank Associates
Gould Evans Associates	Vanir Construction Management
Grenier Engineering, Inc.	Vernadero Group
HDA Architects LLC	Versar
HDR Engineering Inc.	WEST Consultants, Inc.
Holly Street Studio Architects	Western Technologies Inc.
Hoskin Ryan Consultant	Westland Resources, Inc.
Huitt-Zollars, Inc.	WHPacific, Inc.
Hydro Geo Chem, Inc.	Wilcox Professional Services, LLC
Hydrosystems, Inc.	Wilson Engineers, LLC
Innovative Technical Solutions, Inc.	Woodson Engineering & Surveying Inc
J2 Engineering and Environmental Design	WSM Architects
Jacobs Engineering Group	
Je Fuller/Hydrology & Geomorphology, Inc.	
Description of Purchase:	Architect and engineer services.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Capital Projects/M&O, Bond
Expended-To-Date:	\$389,946.08
Vendor(s):	Continental Flooring Diversified Flooring Services Norcon Industries Wholesale Floors

Description of Purchase:	Commercial flooring products and services.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Capital Projects/M&O, Bond
Expended-To-Date:	\$10,967.66
Vendor(s):	
Circadian Enterprises	Environmental Strategies
Comprehensive Risk Services	Kary Environmental Services
D&K Enterprises	Native Environmental
East Valley Disaster Services	Spray Systems of Arizona
Description of Purchase:	Statewide environmental assessment services for asbestos and lead.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Unrestricted Capital/B Bond/Building Renewal/Community Schools/M&O
Expended-To-Date:	\$61,143.60
Vendor(s):	
ACT Environmental	FM Group
Adams and Wendt	Four Corners
Allen Environmental	Hutzel & Associates
AMEC Environmental & Infrastructure	IHI Environmental
ATC Group Services	Ninyo & Moore
Clark Self Clark	SCS Engineers
Continental EnviroTech	Terracon
Dominion Environmental	TriMedia
EMC2	Western Technologies
Description of Purchase:	Statewide environmental consulting services for asbestos and lead.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Bond/Building Renewal/Capital
Expended-To-Date:	\$93,152.00
Vendor(s):	
	Pueblo Mechanical
Description of Purchase:	Statewide mechanical/electrical JOC.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Bond/Building Renewal/Capital
Expended-To-Date:	\$14,149.56

THERE IS AVAILABLE BUDGET CAPACITY:

Vendor(s):	Bridgestone Americas Tire Operations Goodyear Tire & Rubber Michelin North America (and all authorized dealers listed on SPO List)
Description of Purchase:	Tires and tubes including drive-in services.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Transportation/M&O
Expended-To-Date:	\$106,844.71
Vendor(s):	
	Pro Petroleum Supreme Oil Western Refining Wholesale
Description of Purchase:	Bulk fuel.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Transportation/M&O
Expended-To-Date:	\$767,753.81

Vendor(s):	Thermo Fluids
Description of Purchase:	Collection and disposal of various used automotive fluids including filters.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Transportation/M&O
Expended-To-Date:	\$0.00
Vendor(s):	G & K Services Mission Linen Supply Unifirst Corporation
Description of Purchase:	Uniform rental and laundry services.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Transportation/M&O
Expended-To-Date:	\$4,155.54
Vendor(s):	Empire Southwest
Description of Purchase:	OEM replacement parts and services for heavy duty equipment.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Transportation/M&O
Expended-To-Date:	\$27,333.42
Vendor(s):	Bill Luke Chrysler Jeep & Dodge Chapman Ford Courtesy Chevrolet Don Sanderson Ford
Description of Purchase:	Larry Miller Toyota Liberty GMC Midway Chevrolet
Description of Purchase:	Vehicle, new purchases statewide.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Transportation/Capital
Expended-To-Date:	\$99,207.01

THERE IS AVAILABLE BUDGET CAPACITY:

Vendor(s):	Sprint Communications Verizon Wireless
Description of Purchase:	Wireless, cellular/PC's/satellite radio telephones/services (WSCA).
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual schools and departments/M&O
Expended-To-Date:	\$128,325.47
Vendor(s):	Cox Communications Century Link
Description of Purchase:	Telecommunications carrier services.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	District-wide/M&O
Expended-To-Date:	\$818,077.24
Vendor(s):	Staples
Description of Purchase:	Office supplies/equipment and white copy paper.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual schools and departments, M&O
Expended-To-Date:	\$98,812.30
Vendor(s):	Aeroflex Arizona Wireless and Radio
	Midland Radio Corporation Motorola Solutions

B&B Selectcom	Mr. Radio of Arizona
Creative Communications Sales & Rental	Niles Radio
Durham Communications	Pro-Tech Mobile Communications
Harris Corporation	RELM Wireless Corporation
ICOM America	Southwest Radio Sales
Kelley Communications	Wecom
Description of Purchase:	Two way radio equipment.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual schools and departments/Capital and M&O
Expended-To-Date:	\$18,265.03
Vendor(s):	Konica Minolta Business Solutions
Description of Purchase:	Copiers
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual schools and departments/Capital and M&O
Expended-To-Date:	\$142,209.09
Vendor(s):	
Boundless Network	M&J Trophies
Brown & Bigelow	Midwest Trophy Mfg.
JP Business Solutions	Office Depot
Lane Award	Pima Awards
Description of Purchase:	Promotional products.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual schools and departments/M&O
Expended-To-Date:	\$27,369.91
Vendor(s):	Kelly Services Staffmark Investment
Description of Purchase:	Temporary staffing services.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual schools and departments/M&O
Expended-To-Date:	\$8,353.50
Vendor(s):	
Arizona Furnishings	Interior Solutions of Arizona
Anthro International Systems	Staples Contract and Commercial
Corporate Interior System	TAB Office Resources
Elontec	Target Commercial Interiors
Facilitec	Teknion
Goodman's Interior	Tucson Business Interior's
Description of Purchase:	Office furniture.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual schools and departments/Capital and M&O
Expended-To-Date:	\$18,579.17
Vendor(s):	Desert AED
Description of Purchase:	Automatic External Defibrillators.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual schools and departments/Capital and M&O
Expended-To-Date:	\$1,774.75

THERE IS AVAILABLE BUDGET CAPACITY:

Vendor(s):	Language Line Services
Description of Purchase:	Foreign language interpreting/translation services.

Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Communication Department/M&O
Expended-To-Date:	\$4,161.78

THERE IS AVAILABLE BUDGET CAPACITY:

Vendor(s):	Environmental Response, Inc.
Description of Purchase:	Emergency and route response.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Communication Department/M&O
Expended-To-Date:	\$0.00

ARIZONA DEPARTMENT OF EDUCATION

THERE IS AVAILABLE BUDGET CAPACITY:

Vendor(s):	U S Foodservice, Arizona Division
Description of Purchase:	Commercial food distributor.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Nutrition Services
Expended-To-Date:	\$0.00

THERE IS AVAILABLE BUDGET CAPACITY:

Vendor(s):	Teaching Strategies (and any other vendors as awarded contracts by the Department of Education)
Description of Purchase:	Early childhood assessment.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Special Services and Individual Schools/M&O
Expended-To-Date:	\$27,882.04

Vendor(s):	
4 Success Schools	Foundation for Blind Children
Academic Behavioral Alternatives	Gateway Academy
ACCEL	Gompers Rehabilitation Center
Aces	Hi-Star Center for Children
Alternative Unlimited	Howard S. Grey Education Program
Arizona's Children Association	Lexis Preparatory School
Ascend	Life Development Institute
Aurora Day School	Neurologic Music Therapy Services
Blueprint Education	New Way Learning Academy
Brightmont Academy	Phoenix Center for Success
Canyon State Academy	Peaceful Solutions
Chapel Haven West	Sierra Academy of Scottsdale
Children's Ctr for Neurodevelopmental	Southwest Education Center
Chrysalis Academy	St. Dominic Savio Academy
Desert Choice Schools	St. Michael's Association for Special Education
Desert Heights Academy	Upward Foundation
Desert Voices Oral Learning Center	Youth Development Institute
Devereux Arizona	(and any other vendors as awarded contracts by the Department of Education)
Education Works	

Description of Purchase:	Private day school.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Special Services and Individual Schools/M&O
Expended-To-Date:	\$2,481,409.64

THERE IS AVAILABLE BUDGET CAPACITY:

Vendor(s):	NCS Pearson
Description of Purchase:	AZ English Language Proficiency Assessment (AZELLA).
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Title I
Expended-To-Date:	\$28,942.31
Vendor(s):	Arts Integration Solutions Childsplay Cynthia H. Elek Missamia Productions Daniel Barash (and any other vendors as awarded contracts by the Department of Education)
Description of Purchase:	Arts integration.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Title I
Expended-To-Date:	\$26,724.00
Vendor(s):	Katie Tash Melissa A. Sadorf Lee M. McKenzie Gail Gorry Judith A. Rodgers Beverly Hall Jaima Peterson Susan Pierce Carolyn Rae Snyder Nancy Jones Barbara Oosterbaan Pedagogics, Inc. Anita McFarland Joyce E. Hinrichs Linda W. Lambert & Associates Kelly Segal Omega Education Solutions Karen Kay Kukuchka Kathy Hooker Eva Stevns Clayton F. Lindner Barbara J. Souris Kelly Jo Frey R& R Education Performance Consultants Jonathan Mitteness
Description of Purchase:	Qualified coaches - evidence based practices.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Title I
Expended-To-Date:	New Contract

THERE IS AVAILABLE BUDGET CAPACITY:

Vendor(s):	A 2 Z Educational Consultants ACA Solutions Achieve 3000 ACT Adaptive Technologies America's Choice Assessment Technology Cambium Learning Collaborative Learning Compass Learning Evans Newton Incorporated The Flippin Group The Leadership and Learning Center Leadervation Learning Lindamood-Bell Learning Processes McRel Measurement Incorporated Mosaica Partners National Institute for School Leadership NCS Pearson Reliance Education Group Scantron Corp. Scholastic Success for all Foundation
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Global Partnership Schools	Teachscape
HOPE Foundation	WestEd
Houghton Mifflin Harcourt	Wireless Generation
Institute for Research & Reform In Ed.	(and any other vendors as awarded contracts by the Department of
International Center For Leadership Ed.	Education)
Description of Purchase:	School improvement providers.
Estimated 2013-2014 Expenditures:	To be used on a as-needed basis.
Department/School Funding:	Individual Departments and Schools/M&O
Expended-To-Date:	\$199,861.74

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: June 27, 2013 Information
AGENDA ITEM: *Sole Source Vendors 1st Reading

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

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA, DJE and ARS 15-213

SUPPORTING DATA

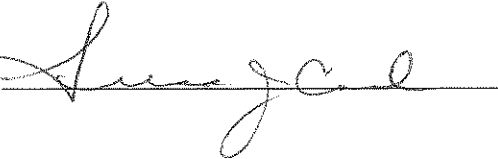
Funding Source: Various
Budgeted: Yes

Per Arizona Administrative Code R7-2-1053, a contract may be awarded for a material, service or construction item without competition if the Governing Board determines in writing that there is only one source for the required material, service or construction item. It has been determined that the vendors listed provide services or materials that can only be procured from one source. Determination for Sole Source recommendation is based upon the following criteria:

- Item must match, is a repair part for, or is to be attached to existing equipment;
- No other manufacturer of this type of product exists;
- Type of product by other manufacturers does not meet District minimum requirements/technical characteristics;
- Support, upgrades and maintenance agreements for proprietary software;
- State mandated materials, assessments and services;
- Contractual agreement;
- Only available service in a particular area; or
- No reasonable alternative source exists.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the vendors as sole source providers for the noted services or materials for 2013-2014 as presented.

Superintendent 

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

Agenda Item *II.H.

The funding for any expenditure for the attached list of vendors is included in the individual school's or department's 2013-2014 budget and will be purchased on an as-needed basis. No school or department can spend more than is budgeted without prior approval from the Finance Department.

A copy of the determination for each vendor is available for review in the Purchasing Department.

SOLE SOURCE PROCUREMENTS

R7-2-1053. Sole source procurements

- A. A contract may be awarded for a material, service or construction item without competition if the governing board determines in writing that there is only one source for the required material, service or construction item. The school district may require the submission of cost or pricing data in connection with an award under this Section. Sole source procurement shall be avoided, except when no reasonable alternative source exists. A copy of the written evidence and determination of the basis for the sole source procurement shall be retained in the procurement file by the school district.
- B. The school district shall, to the extent practicable, negotiate with the single supplier a contract advantageous to the school district.

Historical Note

Adopted effective December 17, 1987 (Supp. 87-4).

Vendor	Status	Service	Rationale for SS Status	2012-2013 Expenditures	2013-2014 Budget/ Funding Source
UTILITIES					
Arizona Public Service	Continuing sole source vendor	Electrical Services	Utility company that services area. No reasonable alternative exists.	\$3,115,910.25	M&O
Salt River Project	Continuing sole source vendor	Electrical Services	Provides electrical services in area for specific schools. No reasonable alternative exists.	\$1,323,275.00	M&O
Salt River Valley Water Users	Continuing sole source vendor	Irrigation	Provides irrigation to District sites. No reasonable alternative exists.	\$4,000.00	M&O
Southwest Gas	Continuing sole source vendor	Gas Service	Provides natural gas services in specific areas. No reasonable alternative exists.	\$330,000.00	M&O
City of Glendale	Continuing sole source vendor	Water Services	Utility company that services specific schools. No reasonable alternative exists.	\$43,396.41	M&O
City of Glendale	Continuing sole source vendor	Plan review, inspections, certifications, etc.	Required vendor for plan reviews/inspections for construction projects in the City of Glendale	\$0.00	Capital; Bond Budgets
City of Phoenix	Continuing sole source vendor	Water Services	Utility company that services specific schools. No reasonable alternative exists.	\$1,450,449.17	M&O
City of Phoenix	Continuing sole source vendor	Plan review, inspections, etc.	Required vendor for plan reviews/inspections for construction projects in the City of Phoenix.	\$149,415.00	Capital; Bond Budgets
Arizona Association of School Business Officials (AASBO)	Continuing sole source vendor	A professional association providing support and professional development opportunities for individuals whose primary responsibility is the business management of a school district.	No reasonable alternative exists. Staff can obtain training in business fields such as accounts payable, payroll and purchasing from other vendors, but not specific to Arizona statutes and rules.	\$8,275.19	Individual Departments' M&O Budgets

Budgets listed are for M&O, soft capital and other funds. Budgets may differ as grants are approved for 2013-2014.

Vendor	Status	Service	Rationale for SS Status	2012-2013 Expenditures	2013-2014 Budget/ Funding Source
Arizona School Administrators Inc.	Continuing sole source vendor	A non-profit corporation organized to promote the best interests of education for the State of Arizona. ASA works to advance the roles of administrative leaders by providing training and support services for its membership.	No reasonable alternative exists. Professional memberships for school administrators. Training and support provided relate to Arizona issues and guidelines not necessarily offered by other national leadership organizations.	\$5,175.00	Individual Schools' Departments' M&O Budgets
Arizona School Board Association	Continuing sole source vendor	A professional association providing support and professional development opportunities for board members whose primary responsibility is the business management of a school district	Professional memberships for the District. Training and support provided relate to Arizona issues and guidelines that are not necessarily offered by other organizations.	\$12,951.00	Individual Departments' M&O Budgets
Arizona Association for Gifted and Talented (AAGT)	Continuing sole source vendor	A professional association that provides support and specialized training to support gifted children	Professional memberships for administrators and staff. Training and support are provided that relate to Arizona focused programs for gifted children.	\$500.00	Individual Schools' and Departments' M&O Budgets
Arizona Business and Education Coalition (ABEC)	Continuing sole source vendor	A professional association providing support and professional development opportunities for board members whose primary responsibility is the business management of a school district	Professional memberships for the District. Training and support provided that relate to Arizona issues that are not necessarily offered by other organizations.	\$5,125.00	Individual Departments' M&O Budgets
Arizona Department of Public Safety	Continuing sole source vendor	A.R.S. 41-2411. "The Arizona automated fingerprint identification system is established in the department of public safety for the purpose of retaining fingerprint files to be used ... purposes specifically permitted pursuant to law."	State mandated	\$19,500.00	HR M&O
Department of Economic Security	Continuing sole source vendor	Unemployment Benefits – paid on a quarterly basis based on unemployment findings	State mandated	\$250,000.00	M&O
Industrial Commission of Arizona	Continuing sole source vendor	Worker's Compensation Quarterly Tax Payments	State mandated	\$60,000.00	Workers Comp Trust

Budgets listed are for M&O, soft capital and other funds. Budgets may differ as grants are approved for 2013-2014.

Vendor	Status	Service	Rationale for SS Status	2012-2013 Expenditures	2013-2014 Budget/ Funding Source
Northern Arizona University – Arizona K-12 Center	Continuing sole source vendor	Approved and funded by the Arizona Legislature in 1999, the K-12 center partners with Arizona's universities, other state and national learning institutions, educational organizations, and community and business leaders to bring innovative ideas and professional development support to Arizona educators to improve teaching practice and student achievement.	The specific programs provided for the Governor's Master Teaching Program, National Board Certification and Professional Development are uniquely focused to support educators in responding to Arizona educational issues.	\$4,550.00	Individual Schools' and Departments' M&O Budgets
Psychological Corporation, The (Pearson Assessment)	Continuing sole source vendor	Wechsler Intelligence Scale for Children (WISC-III), Bracken Basic Concept Scale (BBCS), Wechsler Preschool and Primary Scale of Intelligence (WPPSI-R)	State mandated intelligence testing required for students in special needs program	\$32,023.61	M&O
Maricopa County Elections Department	Continuing sole source vendor	Election costs	Mandated	\$95,000.00	M&O
Maricopa County Environmental Services Dept	Continuing sole source vendor	Eating and Drinking Permits Food Processor Permit	Food permits for the District can only be obtained through Maricopa County	\$18,175.00	Food Services
Arizona Dept of Education	Continuing sole source vendor	Professional development opportunities provided by the Arizona Department of Education.	Professional Development – Provides training resources for Department mandated programs. No reasonable alternative exists.	\$33,297.00	Individual Schools' and Departments' M&O; Title I; 21 st Century; Title V; IDEA; English Immersion; Budgets
Riverside Publishing (Houghton Mifflin Co.)	Continuing sole source vendor	Woodcock Johnson Test of Cognitive Revised, TALCR, CELI, Woodcock Johnson Psychoeducational Battery, Woodcock-Muñoz Language Survey (WMLS), Woodcock Language Proficiency Battery-Revised (WLPB-R), Cognitive Abilities Test (CogAT) Form 6	Department of Education mandated	\$19,234.46	M&O

Budgets listed are for M&O, soft capital and other funds. Budgets may differ as grants are approved for 2013-2014.

Vendor	Status	Service	Rationale for SS Status	2012-2013 Expenditures	2013-2014 Budget/ Funding Source
NCS Pearson (formerly AGS -- American Guidance Service)	Continuing sole source vendor	Vineland Adaptive Behavior Scales Classroom & Survey Form Editions, Behavior Assessment System for Children (BASC) -- State mandated.	Sole publisher, owns copyright to, and has exclusive worldwide distribution rights to this State mandated assessment	\$32,023.61	Individual Schools' M&O; IDEA Budgets
Arizona Department of Revenue	Continuing Sole source vendor	State payroll taxes	State mandated	\$43,730.57	All District funds
Arizona State Retirement System	Continuing Sole source vendor	Retirement contributions	State mandated	\$0.00	All District funds
Internal Revenue Service	Continuing sole source vendor	Federal Taxes	Federally mandated	\$0.00	All District funds
National Board for Professional Teaching Standards	Continuing sole source vendor	National Board Certification and course materials	Recognized by the Arizona Department of Education as the only vendor able to provide this certification.	\$20,050.00	Title II
U.S. Postal Service/Postmaster	Continuing sole source vendor	Postage for Neopost mail machine	Additional postage is applied to postage machine through the U.S. Postal Service. No reasonable alternative exists.	\$25,000.00	MMC M&O
Runbeck Election Services, Inc.	Continuing sole source vendor	Printing and mailing of election informational pamphlets	County designated vendor for the printing and mailing of publicity pamphlets	\$17,281.32	M&O

The funding for any expenditure for the above list of vendors is included in the individual school's or department's 2013-2014 budget and will be purchased on an as-needed basis. No school or department can spend more than is budgeted without prior approval from the Finance Department.

Budgets listed are for M&O, soft capital and other funds. Budgets may differ as grants are approved for 2013-2014.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
 FROM: Dr. Susan J. Cook, Superintendent Discussion
 DATE: June 27, 2013 Information
 AGENDA ITEM: *Student Activity Treasurer for 2013-2014 1st Reading

INITIATED BY: David Velazquez, Director of Finance 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: ARD 15-1122

SUPPORTING DATA

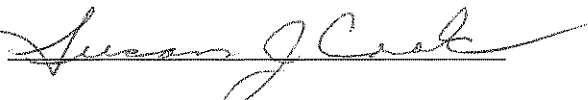
Funding Source: Student Activities
 Budgeted: N/A

The Uniform System of Financial Records (U.S.F.R.) requires the Governing Board to appoint an administrative staff member as 2013-2014 student activities treasurer for all student activity funds. It is recommended that David Velazquez, Director of Finance, and Elizabeth Martinez, Accounting Manager, be appointed as treasurers of the Student Activities funds. It is also recommended that the Governing Board appoint the Office Manager of each school as assistant student activities treasurers for each school/site as follows:

District Office	Christine Wing	District Office	Cathy Thompson
Acacia	Kira Alexander	Mountain View	Jessica Martinez
Alta Vista	Luz Mariscal	Ocotillo	Blanca Zavalza
Arroyo	Shauna Bryan	Orangewood	Ima Jean Dolan
Cactus Wren	Lori Chaira	Palo Verde	Deena McGlade
Chaparral	Tina Cabral	R. E. Miller	Marie Bebee
Cholla	Monica Ramirez	Roadrunner	Pam Talarico
Desert Foothills	Lolly Ramsdell	Royal Palm	Marie Gallagher
Desert View	Bertha Carranza	Sahuaro	Robin Bence
Ironwood	Sandra Brown	Shaw Butte	Bonnie Duran
John Jacobs	Esther Heath	Sunburst	Diane Gasparini
Lakeview	Vayna Nelson	Sweetwater	Norma Sanner
Lookout Mountain	Audrey Damon	Sunnyslope	Regina Garcia

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve David Velazquez and Elizabeth Martinez as Student Activities Treasurers for student activity funds for the 2013-2014 school year and assistant treasurers for each school/site as presented.

Superintendent 

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

Agenda Item *II.I.

***Student Activity Treasurer for 2013-2014**

June 27, 2013

Page 2

Manzanita	Lorraine Lee	Sunset	Diana Blevins
Maryland	Debi Karns	Tumbleweed	Sherryann Cote
Moon Mountain	Diane Williams	Abraham Lincoln	Lisa Wilson
Mountain Sky	Kelli Knox	Washington	Maria Camacho

This approval would also include authorization for the Student Activity Treasurers to approve Student Activity purchase requisitions prior to converting to a purchase order. This will ensure compliance with the Uniform System of Financial Records questionnaire for Student Activities funds.

It is further recommended that the Office Managers to be hired (TBH) and any school office managers hired during the 2013-2014 school year are duly appointed as assistant student activities treasurers.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: June 27, 2013 Information
AGENDA ITEM: *Petty Cash Accounts for 2013-2014 1st Reading

INITIATED BY: David Velazquez, Director of Finance 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: USFR VI-C-6,

SUPPORTING DATA

Funding Source: M&O, Community Schools
Budgeted: Yes

A "petty cash" account is allowable according to U.S.F.R. guidelines for minor disbursements that require "immediate need for cash". Petty cash funds may be established by a check drawn on the revolving fund account. There is specific tracking of receipts for these purchases and replenishment of the fund. All cash is turned in at the end of each year and new requests for petty cash are made annually. If groups do not follow the proper processes for utilizing these funds, they are denied the privilege of having a petty cash account.

The following departments have identified a possible need for petty cash funds:

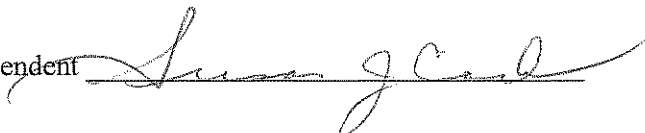
- School Offices: \$25.00 per site (32 schools = \$800.00)
- Academic Support Programs (KidSpace): \$50.00 per site (24 sites = \$1,200.00)
- District Departments: \$100.00 per department - Maintenance, Nutrition Services, Materials Management, Transportation, Superintendent's Office: (5 departments = \$500.00)
- District Departments: \$50.00 per department - Academic Services, Business Services, Communication Services, Academic Support Services, Human Resources, Management Information Systems, Head Start, Print Services and Special Services (9 departments = \$450.00)

Therefore, it is recommended that the Governing Board approve petty cash funds accordingly.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the disbursement of petty cash funds as presented for 2013-2014 in a total amount not to exceed \$2,950.00.

Superintendent



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

Agenda Item *II.J.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: June 27, 2013 Information
AGENDA ITEM: *Extracurricular Fee Schedule for 2013-2014 1st Reading

INITIATED BY: David Velazquez, Director of Finance 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, ARS 15-342.24

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

Arizona Revised Statute 15-342.24 authorizes the Governing Board to assess reasonable fees for optional extracurricular activities and programs conducted when school is not in session, except that no fees shall be charged for pupils' access to or use of computers or related materials. These fees are to be approved at a public meeting after notice has been given to all parents of pupils enrolled at schools in the District and shall not exceed the actual costs of the activities, programs, services, equipment or materials.

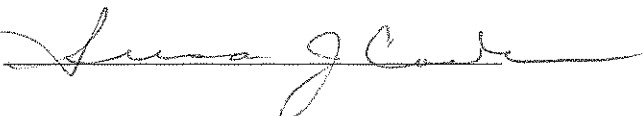
Attached is a form detailing the fees to be assessed for the 2013-2014 school year. Changes include an increase to the ID Replacement Card fee (pursuant to Board approval on April 11, 2013).

Statute also permits the Governing Board to authorize principals to waive all or part of the assessed fee for extracurricular activities if the fee creates an economic hardship for a pupil. It is recommended that principals be authorized to waive extracurricular fees in the event of economic hardship for a pupil. The Income Chart is used as guidance for staff when considering a waiver of fees. This chart allows for consistency throughout the District regarding fee waivers; final decision is at the discretion of the principal.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the fee schedule for 2013-2014 as presented and also authorize principals to waive all or part of the assessed fee, if necessary, for a student to participate in any activity.

Superintendent



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

Agenda Item *II.K.

PROPOSED FEE SCHEDULE

Washington Elementary School District

2013-2014 School Year

To be presented to Governing Board for approval on June 27, 2013

Arizona Revised Statute 15-342.24 authorizes the Governing Board to assess reasonable fees for optional extracurricular activities and programs conducted when school is not in session, except that no fees shall be charged for pupils' access to or use of computers or related materials. These fees shall not exceed the actual costs of the activities, programs, services, equipment or materials.

Extra-Curricular Activities *(optional, non-credit, educational activities which supplement the education program of the school – fee shall not exceed the per-student cost of the activity)*

Minimum Fee	\$ 1.00
Maximum Fee	\$25.00

Athletic Participation Fees (per sport)

K-6 School	\$15.00
K-8 School	\$25.00
Middle School	\$25.00

Instrument Rental Fee (per school year) \$20.00

Student Activity Card/Sticker (not to exceed) \$10.00
(payment of this fee allows student admission to school athletic events requiring admission fees)

ID Replacement Card \$ 5.00

PE Lock Replacement \$ 5.00

Principals are authorized to waive all or part of any assessed fees if the fee creates economic hardship for a pupil. Please contact the office at your child's school if payment of assessed fees might create a hardship for your family.

PROPOSED FEE SCHEDULE

Washington Elementary School District

2013-2014 School Year

To be presented to Governing Board for approval on June 27, 2013

Arizona Revised Statute 15-342.24 authorizes the Governing Board to assess reasonable fees for optional extracurricular activities and programs conducted when school is not in session, except that no fees shall be charged for pupils' access to or use of computers or related materials. These fees shall not exceed the actual costs of the activities, programs, services, equipment or materials.

Extra-Curricular Activities *(optional, non-credit, educational activities which supplement the education program of the school – fee shall not exceed the per-student cost of the activity)*

Minimum Fee	\$ 1.00
Maximum Fee	\$25.00

Athletic Participation Fees (per sport)

K-6 School	\$15.00
K-8 School	\$25.00
Middle School	\$25.00

Instrument Rental Fee (per school year) \$20.00

Student Activity Card/Sticker (not to exceed) \$10.00
(payment of this fee allows student admission to school athletic events requiring admission fees)

ID Replacement Card \$ 5.00

Lanyards \$.50

PE Lock Replacement \$ 5.00

Principals are authorized to waive all or part of any assessed fees if the fee creates economic hardship for a pupil. Please contact the office at your child's school if payment of assessed fees might create a hardship for your family.



Washington Elementary School District #6
Fee Waiver Application
2013/2014

Student Name _____ ID Number _____ School _____

Address _____

Household Size _____ Income _____

The following Income Chart will be used to determine your family's eligibility for assistance in paying student fees.

Income Chart			
<u>Household Size</u>	<u>Annual</u>	<u>Monthly</u>	<u>Weekly</u>
1	\$21,257	\$1,772	\$409
2	\$28,694	\$2,392	\$552
3	\$36,131	\$3,011	\$695
4	\$43,568	\$3,631	\$838
5	\$51,005	\$4,251	\$981
6	\$58,442	\$4,871	\$1,124
7	\$65,879	\$5,490	\$1,267
8	\$73,316	\$6,110	\$1,410
For each additional family member add	+\$7,437	+\$620	+\$144

If your household income is at or below the amount(s) on the income chart, you may receive an 80% waiver of fees.
At the district discretion of the principal, the entire fee may be waived.

If you qualify for a waiver of fees, complete this application and submit it to the school office along with written proof of your income level.

Signature of Parent or Guardian

Date

Signature of Principal

Date

THE INFORMATION YOU PROVIDE WILL BE USED ONLY TO VERIFY ELIGIBILITY FOR FINANCIAL ASSISTANCE.
THE INFORMATION PROVIDED WILL REMAIN CONFIDENTIAL.



Distrito Escolar Washington #6
Petición para Exoneración de Estipendio
2013/2014

Estudiante _____ # de Identificación _____ Escuela _____

Dirección _____

Número de personas en la familia _____ Ingresos _____

La siguiente Lista de Ingresos se utilizará para determinar la elegibilidad para asistencia en pagar los estipendios estudiantiles.

Lista de Ingresos			
<u># de Personas/Casa</u>	<u>Anual</u>	<u>Mensual</u>	<u>Semanal</u>
1	\$21,257	\$1,772	\$409
2	\$28,694	\$2,392	\$552
3	\$36,131	\$3,011	\$695
4	\$43,568	\$3,631	\$838
5	\$51,005	\$4,251	\$981
6	\$58,442	\$4,871	\$1,124
7	\$65,879	\$5,490	\$1,267
8	\$73,316	\$6,110	\$1,410
For each additional family member add	+\$7,437	+\$620	+\$144

Si sus ingresos son menos de las cantidades en la lista, pudiesen recibir un 80% de descuento en los estipendios.
A la discreción del director, el estipendio total pudiese ser exonerado.

Si califican para una exoneración de estipendios, favor de completar y someter esta petición a la oficina de la escuela junto con copias de una prueba de sus ingresos.

Firma de uno de los Padres o Guardián

Fecha

Firma del Director(a)

Fecha

LA INFORMACIÓN PROVISTA SE USARÁ ÚNICAMENTE PARA VERIFICAR LA ELEGIBILIDAD PARA ASISTENCIA FINANCIERA.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: June 27, 2013 Information
AGENDA ITEM: *Reauthorization of Revolving and Change Funds for 2013-2014 1st Reading

INITIATED BY: David Velazquez, Director of Finance 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: ARS 15-1101, 15-1154

SUPPORTING DATA

Funding Source: Various
Budgeted: Yes

The District maintains revolving and change funds authorized by ARS sections 15-1101 and 15-1154 when approved annually by the Governing Board. Revolving funds may be used for immediate cash outlays for postage, freight, express and other minor disbursements. The general revolving fund is primarily used to fund the petty cash accounts, bus driver certification costs, certain purchases from vendors who do not accept purchase orders such as certain online purchases and emergencies such as the cost of water during a power outage, in which purchase orders are not accepted. No salaries or wages may be paid from these funds.

Change funds are used to make change for school lunches throughout the year and are divided among the schools for their use. Change funds are also established for school offices for providing change for various school events and athletic activities. Payment of expenditures from change funds shall not be permitted.

The amounts requested for approval this year are:

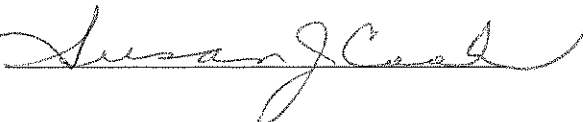
General Revolving Fund	\$10,000.00	
Food Service Change Fund	\$1,400.00	
School Office Change Fund	\$2,200.00	(\$50 per K-5/6 sites for 20 schools) (\$100 per K-7/8 and Middle school sites for 12 schools)

The Accounting Manager has been designated as custodian of these funds.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board authorize a revolving fund for the General Fund in the amount of \$10,000.00, a Food Service Change Fund in the amount of \$1,400.00 and a School Office Change Fund in the amount of \$2,200.00 for the 2013-2014 fiscal year and further designate the Accounting Manager as the custodian of these funds.

Superintendent



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

Agenda Item *II.L.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action

FROM: Dr. Susan J. Cook, Superintendent Discussion

DATE: June 27, 2013 Information

AGENDA ITEM: *Reauthorization of Bank Accounts and Signers 1st Reading

INITIATED BY: David Velazquez, Director of Finance 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: ARS 15-1101, 15-341, 15-1126, 15-1122, 15-1223, USFR.VI-H-

SUPPORTING DATA

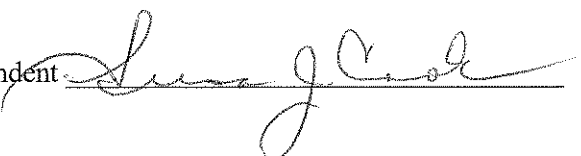
Funding Source: N/A
Budgeted: N/A

In accordance with the Uniform System of Financial Records VI-C-2, governing boards may authorize establishment of specific bank accounts and they must be used only for their intended purpose. Washington Elementary School District (WESD) maintains the following bank accounts and authorization is requested to continue operating these accounts:

District Revolving Fund	ARS 15-1101
Miscellaneous Receipts Clearing Fund (general fund)	ARS 15-341.A.21
Food Service Clearing Account	AG Opinion I60-35
Auxiliary Operations Fund	ARS 15-1126
Student Activities Clearing Account	ARS 15-1122
Payroll Direct Deposit/ACH Vendor Payments	ARS 15-1221
Employee Flexible Benefit Account	ARS 15-1223
Employee Benefits Trust/ACH	ARS 15-1223
Workmen's Compensation Fund	ARS 15-1223
Payroll Federal Withholding Taxes	USFR page VI-H-8

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board reauthorize the recommended bank accounts as presented and approve the recommended signers for all approved bank accounts established for Washington Elementary School District at Wells Fargo Bank.

Superintendent 

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

Agenda Item *I.L.M.

***Reauthorization of Bank Accounts and Signers**

June 27, 2013

Page 2

The clearing accounts are typically accounts where money is deposited by schools during the month and one check is written each month after reconciliation to clear the account for deposit with the Maricopa County Treasurer. The revolving and auxiliary accounts utilize checks issued as needed and usually do not exceed \$500.00 for any single check.

WESD requires two signatures on checks from these accounts. Therefore, it is requested that the following staff members be designated as signatories for all of the above accounts established for Washington Elementary School District at Wells Fargo Bank. Multiple approved signers will allow for efficient processing of checks.

Cathy Thompson	Director of Business Services
David Velazquez	Director of Finance
Elizabeth Martinez	Accounting Manager
Karen Erwin-Mikulski	Payroll Manager

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: June 27, 2013 Information
AGENDA ITEM: *Resolution Appointing the Maricopa County Superintendent of Schools as the Chief Disbursing Officer for Wage Garnishments 1st Reading
INITIATED BY: David Velazquez, Director of Finance 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; ARS 12-1602

SUPPORTING DATA

Funding Source: M&O
Budgeted: Yes

Each fiscal year, the Maricopa County Superintendent of Schools requires an updated Resolution with current Governing Board member signatures if the District wishes to continue having the County Superintendent of Schools process employee garnishments.

The Maricopa County Superintendent of Schools currently charges \$50.00 for each employee garnishment order received and processed. The fee is a one-time set-up fee to the District because the Maricopa County Superintendent of Schools office responds to the agencies, courts, creditors and debtors in accordance with the laws governing the garnishment orders. The \$50.00 fee cannot be passed on to the employee. If the employee submits documentation to have the garnishment released or to make alternative payment arrangements, there is an additional one-time fee of \$25.00 for each submittal. The Maricopa County Superintendent of Schools processes each employee garnishment every payday, for the life of the order.

The following information provides support for the continuation of this service :

- ARS 12-1602 allows a school district to designate the County Superintendent of Schools as the chief disbursing officer for their school district.
- The District has been using this service since at least 1993.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the resolution appointing the Maricopa County Superintendent of Schools as the Chief Disbursing Officer for all garnishment of wages made upon any District employee.

Superintendent 

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

Agenda Item *II.N.

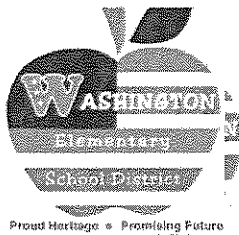
***Resolution Appointing the Maricopa County Superintendent of Schools as the Chief Disbursing Officer for Wage Garnishments**

June 27, 2013

Page 2

- The Maricopa County Superintendent of Schools has a department solely dedicated to processing employee garnishments for school districts. An employer can be held liable, in full or in part, for failing to properly comply with legal garnishment orders. The District has never been held liable for failure to comply with an employee garnishment processed by the Maricopa County Superintendent of Schools. It is a testament to the level of efficiency and professionalism it has maintained when handling the sensitive, private, and confidential matter of employee garnishments.
- Due to the various types of employee garnishments, their complexities, and their potential legal liabilities, appointing the Maricopa County Superintendent of Schools as the Chief Disbursing Officer for all employee garnishments is the most cost-effective method available and it also serves the best interests of the District and its employees.

The attached resolution appoints the Maricopa County Superintendent of Schools as the Chief Disbursing Officer for all garnishment of wages made upon any employee of the District.



Finance Department

David Velazquez, Finance Director
4650 W. Sweetwater Ave.
Glendale, Arizona 85304

TEL: 602-347-3506 • FAX: 602-347-2737 • E-MAIL: David.Velazquez@wesdschools.org

The Washington Elementary School District is committed to achieving excellence for every child, every day, every opportunity.

GOVERNING BOARD
WASHINGTON SCHOOL DISTRICT NO.6

MARICOPA COUNTY ARIZONA

RESOLUTION

In accordance with Arizona Revised Statute 12-1602, the Governing Board of Washington School District No.6 of Maricopa County, Arizona, hereby requests and appoints the Maricopa County Superintendent of Schools as Chief Disbursing Office for all garnishment of wages made upon any employee of this District.

Passed and adopted June 27, 2013.

GOVERNING BOARD
WASHINGTON ELEMENTARY SCHOOL
DISTRICT NO.6
OF MARICOPA COUNTY, ARIZONA

President

Vice President

Member

Member

Member

Washington Elementary School District # 6 • www.wesdschools.org

Governing Board: Chris Maza, President • Aaron Jahneke, Vice President • Bill Adams, Member • Clorinda Graziano, Member • Tee Lambert, Member
Dr. Susan J. Cook, Superintendent

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: June 27, 2013 Information
AGENDA ITEM: *Resolution Authorizing the Execution of Warrants Between Board Meetings 1st Reading
INITIATED BY: David Velazquez, Director of Finance 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: ARD 15-321 (G); DK

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

Board Policy DK – Payment Procedures provides that in order to receive appropriate discounts and maintain good vendor relations, the Board directs the prompt payment of salaries and bills, but only after due care has been taken to assure that such amounts represent proper obligations of the District for services and/or materials received.

The Superintendent will implement procedures for the review of purchase invoices to determine that items or services are among those budgeted, itemized goods or services have been satisfactorily supplied, funds are available to cover payment, and invoices are in order and for the contracted amounts.

Through the adoption of Policy DK, the Board has directed prompt payment of salaries and bills. In order to accomplish this, the Governing Board may ratify the payment of salary and other expenses between Board meetings. A.R.S. §15-321(G) authorizes the Governing Board to adopt a resolution for this purpose.

Attached is the proposed resolution.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board adopt the Resolution authorizing the execution of warrants between Board meetings for the 2013-2014 fiscal year.

Superintendent



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

Agenda Item *I.I.O.

**RESOLUTION AUTHORIZING THE EXECUTION OF
WARRANTS BETWEEN BOARD MEETINGS**

WHEREAS, A.R.S. §15-321 sets forth the procedures for execution of warrants drawn on the District, and

WHEREAS, said statute provides that an order for salary or other expense may be signed between Board meetings if a resolution to that effect has been passed prior to the signing and that order is ratified by the Board at the next regular or special meeting of the Governing Board;

NOW, THEREFORE, BE IT RESOLVED, that said statutory procedure be, and herein is, ordered for use in the District during the 2013-2014 fiscal year in accordance with the provisions of A.R.S. §15-321.

This resolution was moved, seconded, and passed at a meeting of the Washington Elementary School District No. 6 Governing Board on June 27, 2013.

ATTEST:

President

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: June 27, 2013 Information
AGENDA ITEM: *Signatories for Payroll and Expense Warrants for 2013-2014 1st Reading
INITIATED BY: David Velazquez, Director of Finance 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; ARS 15-914.01

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

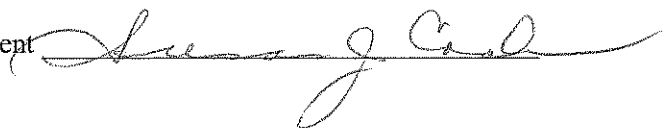
Effective July 1, 1993, the Washington Elementary School District received approval from the State Board of Education to assume financial independence from the Maricopa County Schools Superintendent, including authorization to issue payroll warrants and expense vouchers. Authorized signatories on these accounts are required to be on file with the Maricopa County Treasurer and the servicing financial institution. The Governing Board must reauthorize signatures annually.

The attached resolution includes approval of the Director of Business Services, the Director of Finance, and the Governing Board President or any other Board Member, in the event of an emergency, as the authorized signatories for payroll and expense warrants. The financial system utilized by the District provides for an electronic signature card to sign expense and payroll warrants in the absence of the above-mentioned signatories if used under direction of the Accounting Manager or the Payroll Manager. The electronic signature card is checked out when checks are printed and locked in the safe when check printing is complete.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board reauthorize the Resolution, authorizing the Governing Board President, Director of Business Services, Director of Finance, or any other Governing Board member, in the event of an emergency, as approved signatories for expense and payroll warrants. It is further recommended that the Governing Board approve the use of an electronic signature card for these signatories.

Superintendent



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

Agenda Item *II.P.

RESOLUTION

COMES NOW the Governing Board of School District Number 06 (Washington Elementary) of Maricopa County, Arizona and herewith respectfully represents that on the 27th day of June, 2013, at a Governing Board meeting, upon motion duly made, second it and carried with a vote of _____ "Ayes" and _____ "Nays" this board

RESOLVED THAT:

WHEREAS, Arizona Revised Statutes, Article 4. UNIFORM SYSTEM OF FINANCIAL RECORDS, allows District to operate with financial independence from the County School Superintendent including authorizing and issuing payroll and expense warrants; and,

WHEREAS, Washington School District No. 6 has obtained approval from the State Board of Education to assume financial independence from the Maricopa County School Superintendent effective July 1, 1993; and,

WHEREAS, authorized signers are required to be on file with the Maricopa County Treasurer and servicing financial institution;

NOW, THEREFORE, be it resolved by the Governing Board of School District Number 06 (Washington Elementary) of Maricopa County does hereby approve the signing of payroll and expense warrants by the Governing Board President, the Director of Business Services, the Director of Finance, or any Governing Board Member. The Governing Board does specify that there shall be one governing board and one administrative signatory on warrants as regular practice, unless there is an emergency circumstance that arises requiring otherwise.

Dated this 27th day of June, 2013

President

Vice President

Member

Member

Member

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action

FROM: Dr. Susan J. Cook, Superintendent Discussion

DATE: June 27, 2013 Information

 1st Reading

AGENDA ITEM: *Acceptance of the United States Tennis Association (USTA) Southwest Grant in the Amount of \$1,200.00

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

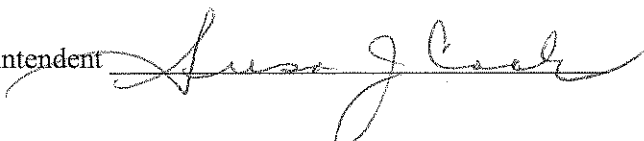
In accordance with Board policy, the Governing Board is advised that the following grants have been received in support of Washington Elementary School District students, parents, and staff.

Funder	Location	Amount	Purpose
United States Tennis Association (USTA) Southwest	Cactus Wren (N)	\$1,200.00	Tennis classes on the basketball court during recess.

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

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the acceptance of the United States Tennis Association (USTA) Southwest Grant in the amount of \$1,200.00 and authorize the Superintendent to execute the necessary documents on behalf of the District.

Superintendent 

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

Agenda Item *II.Q.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: June 27, 2013 Information
AGENDA ITEM: *Affiliation Agreement to Provide Meals to ACCEL School 1st Reading

INITIATED BY: Connie Parmenter, Director of Nutrition Services SUBMITTED BY: Connie Parmenter, Director of Nutrition Services

PRESENTER AT GOVERNING BOARD MEETING: Connie Parmenter, Director of Nutrition Services

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: Federal Reimbursement
Budgeted: Yes

The purpose of the Agreement is to enable the Washington Elementary School District to provide meal service to ACCEL School, which is located at 10251 N. 35th Avenue. The District has provided meal service to ACCEL School (previously LATCH) for 30 years. If approved, meals will be prepared and transported from the Abraham Lincoln Traditional School kitchen.

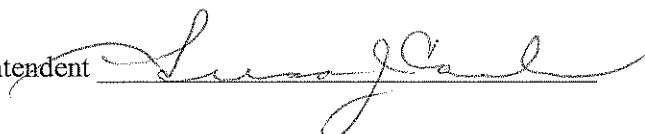
The Washington Elementary School District Nutrition Services Department will provide the annual family meal applications for the ACCEL students that, when completed, will be processed by the Nutrition Services Department.

All costs associated with the service will be supported by Federal Reimbursement and fees paid by ACCEL to the Washington Elementary School District.

The Agreement has been reviewed by District Legal Counsel.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the 2013-2014 Affiliation Agreement with ACCEL School and Washington Elementary School District No. 6 Nutrition Services Department to provide meals to ACCEL School 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.R.

**AGREEMENT TO PROVIDE SCHOOL MEALS
2013/2014 SCHOOL YEAR**

Washington Elementary School District No. 6 (WESD) and ACCEL School (ACCEL) hereby enter into the following agreement:

A. TITLE OF AGREEMENT:

School Meal Program

B. PURPOSE OF AGREEMENT:

To enable the Washington Elementary School District to provide meal service to ACCEL students. This program is to be made available daily according to the WESD calendar and is to be supported by Federal Reimbursement on eligible meals and fees paid by the students of ACCEL to the Washington Elementary School District.

C. DURATION OF AGREEMENT:

This agreement shall be in effect from August 12, 2013 through May 28, 2014, unless earlier terminated as hereafter provided.

D. CONDITIONS OF AGREEMENT:

1. Washington Elementary School District shall provide meals to ACCEL for ACCEL students under the established procedures of the Washington Elementary School District.
2. If requested by Washington Elementary School District, a pre-lunch count must be provided to the Nutrition Service manager 24 hours of the scheduled delivery time.
3. Lunches will be delivered to ACCEL by Washington Elementary School District.
4. Non-Price meal applications will be provided to families of ACCEL students by the Washington Elementary School District. These applications will be received and processed by the Washington Elementary School District.
5. Record keeping for the Federal Reimbursement Program will be the responsibility of the Washington Elementary School District. This will include the verification process and edit checks.

6. Washington Elementary School District will assume responsibility for any over-claims for Federal Reimbursement and is ultimately responsible for meal counts and claiming accountability.
7. Food Service equipment provided by the Washington Elementary School District will remain the property of the Washington Elementary School District.
8. It is understood that:
 - a. On days when Washington Elementary School District schools are closed, meals will not be provided.
 - b. Meal prices will be established by the Washington Elementary School District. The cost of a paid breakfast for an elementary student is \$1.10, and reduced breakfast is \$0.40. The cost of a paid lunch for an elementary student is \$2.25, reduced lunch is \$0.50 and the cost for each breakfast and lunch container is \$0.30.
9. Washington Elementary School District is responsible for delivering meals within the hours and on the days designated. Washington Elementary School District shall make deliveries to the main campus at 10:00 – 10:15 a.m. Monday – Friday.
10. It is understood that:
 - a. Washington Elementary School District assures that each meal provided to the ACCEL meets the minimum nutritional standard requirements.
 - b. ACCEL assures that all students, that are counted, have received a complete reimbursable meal as defined by USDA.
11. ACCEL will pay WESD by the 28th day of each month the full amount as presented on the monthly itemized invoice. ACCEL shall notify WESD within 48 hours of receipt of any discrepancy in the invoice. WESD may terminate this agreement in the event ACCEL fails to pay any amounts due within ten (10) business days of receipt by ACCEL of written notice from WESD that such payments are overdue.
12. Washington Elementary School District will include ACCEL in its applications with the Arizona Department of Education.

E. PROVISIONS FOR TERMINATING AGREEMENT:

Either party may terminate this agreement by providing written notice of the intent to terminate 30 working days in advance of the termination date.

F. CERTIFICATION OF CONTRACTING AGENCIES:

ACCEL
10251 N. 35th Avenue
Phoenix, Arizona 85051

Washington Elementary School District
4650 W. Sweetwater Avenue
Glendale, Arizona 85304-1505

ACCEL

Washington Elementary School District

By: _____
Its: _____

By: _____
Its: Superintendent

Date: _____

Date: _____

Principal

Director of Nutrition Services

Date: _____

Date: _____

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: June 27, 2013 Information
1st Reading

AGENDA ITEM: *Affiliation Agreement to Provide Meals to Gomper's Habilitation Center

INITIATED BY: Connie Parmenter, Director of Nutrition Services

SUBMITTED BY: Connie Parmenter, Director of Nutrition Services

PRESENTER AT GOVERNING BOARD MEETING: Connie Parmenter, Director of Nutrition Services

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: Federal Reimbursement and Gompers

Budgeted: Yes

The purpose of the Agreement is to enable the Washington Elementary School District to provide meal service to students at Gompers Special Education Day School, which is located at 6601 N. 27th Avenue. If approved, meals will be prepared at Abraham Lincoln Traditional School and be picked up by the staff from Gompers.

The Washington Elementary School District Nutrition Services Department will provide the annual family meal applications for the Gomper's students that, when completed, will be processed by the Nutrition Services Department.

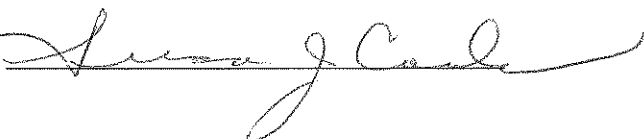
All costs associated with the service will be supported by Federal Reimbursement and fees paid by Gompers to the Washington Elementary School District.

The Agreement has been reviewed by District Legal Counsel.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the 2013-2014 Affiliation Agreement with Gomper's Habilitation Center and Washington Elementary School District No. 6 Nutrition Services Department to provide meals to Gomper's Habilitation Center and authorize the Superintendent to execute the necessary documents on behalf of the District.

Superintendent



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

Agenda Item *II.S.

**AGREEMENT TO PROVIDE SCHOOL MEALS
2013/2014 SCHOOL YEAR**

Washington Elementary School District No. 6 (WESD) and Gompers Habilitation Center hereby enter into the following agreement:

A. TITLE OF AGREEMENT:

National School Lunch Program

B. PURPOSE OF AGREEMENT:

To enable the Washington Elementary School District to provide meal service to Gompers Special Education Day School students. This program is to be made available daily according to the WESD calendar and is to be supported by Federal Reimbursement on eligible meals and fees paid by the students of Gompers to the Washington Elementary School District.

C. DURATION OF AGREEMENT:

This agreement shall be in effect from August 12, 2013 through May 28, 2014, unless earlier terminated as hereafter provided.

D. CONDITIONS OF AGREEMENT:

1. Washington Elementary School District shall provide meals to Gompers for students under the established procedures of the Washington Elementary School District.
2. A pre-lunch count must be provided to the Nutrition Service manager 24 hours of the scheduled pick up time.
3. Lunches will be prepared by Washington Elementary School District and picked up by staff from Gompers at a predetermined time.
4. Non-Price meal applications will be provided to families of Gompers' students by the Washington Elementary School District. These applications will be received and processed by the Washington Elementary School District.
5. Record keeping for the Federal Reimbursement Program will be the responsibility of the Washington Elementary School District. This will include the verification process and edit checks.

6. Washington Elementary School District will assume responsibility for any over-claims for Federal Reimbursement and is ultimately responsible for meal counts and claiming accountability.
7. Food Service equipment provided by the Washington Elementary School District will remain the property of the Washington Elementary School District.
8. It is understood that:
 - a. On days when Washington Elementary School District schools are closed, meals will not be provided.
 - b. Meal prices will be established by the Washington Elementary School District. The cost of a paid lunch for an elementary student is \$2.25, reduced lunch is \$0.50.
9. It is understood that:
 - a. Washington Elementary School District assures that each meal provided to Gomper's meets the minimum nutritional standard requirements.
 - b. Gomper's assures that all students, that are counted, have received a complete reimbursable meal as defined by USDA.
11. Gomper's will pay WESD by the 28th day of each month the full amount as presented on the monthly itemized invoice. Gomper's shall notify WESD within 48 hours of receipt of any discrepancy in the invoice. WESD may terminate this agreement in the event Gomper's fails to pay any amounts due within ten (10) business days of receipt by Gomper's of written notice from WESD that such payments are overdue.
12. Washington Elementary School District will include Gomper's in its applications with the Arizona Department of Education.

E. PROVISIONS FOR TERMINATING AGREEMENT:

Either party may terminate this agreement by providing written notice of the intent to terminate 30 working days in advance of the termination date.

F. CERTIFICATION OF CONTRACTING AGENCIES:

Gomper's
6601 N. 27th Ave.
Phoenix, Arizona 85007

Washington Elementary School District
4650 W. Sweetwater Avenue
Glendale, Arizona 85304-1505

Gomper's

Washington Elementary School District

Principal

Superintendent

Print Name

Print Name

Date

Child Nutrition Director

Print Name

Date

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action

FROM: Dr. Susan J. Cook, Superintendent Discussion

DATE: June 27, 2013 Information

AGENDA ITEM: *Renewal of Lease Agreements with Faith United Methodist Church and Royal Palm Baptist Church for 2013-2014 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: DDB

SUPPORTING DATA

Funding Source: Civic Center Fund
Budgeted: Yes

Pursuant to Board policy DDB, requiring annual review of rental fees, it has been determined that the District will again need to lease from Faith United Methodist Church and Royal Palm Baptist Church. The lease rate for both entities remains the same as last year.

The following existing agreements for WESD are effective July 1, 2013 through June 30, 2014.

Tenant	Location	2013-2014 Renewal Amount	Inception of Agreement	Proposed Expiration Date	Purpose
WESD	Faith United Methodist Church 8640 North 19 th Avenue Phoenix, AZ 85021	\$13,500.00	8/7/97	06/30/14	Portables/ R.E.M. Parking Easement
WESD	Royal Palms Baptist Church 8802 North 19 th Avenue Phoenix, AZ 85021	\$2,000.00	11/20/97	06/30/14	R.E.M Student Pick Up/Drop Off
TOTAL		\$15,500.00			

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the renewals of the annual WESD Lease Agreements with Faith United Methodist Church and Royal Palm Baptist Church, and authorize the Superintendent to execute the necessary documents on behalf of the District.

Superintendent



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

Agenda Item *II.T.

LEASE

ARTICLE I GENERAL LEASE PROVISIONS AND EXHIBITS

Section 1.1 General Lease Provisions.

Date of Execution of Lease: July 1, 2013

Owner: Faith United Methodist Church
Address of Owner: 8640 North 19th Avenue
Phoenix, Arizona 85021

Tenant: Washington Elementary School
District No. 6
Address of Tenant: 4650 W. Sweetwater
Glendale, Arizona 85304

Permitted Uses: Installation of portable classroom structures,
parking and other lawful purposes

Section 1.2 Effect of Reference to a General Lease Provision. Each reference in this Lease to any of the General Lease Provisions contained in Section 1.1 shall be construed to incorporate all of the terms provided under each such General Lease Provision.

Section 1.3 Exhibits. The exhibits listed in this section are attached to and are hereby incorporated in this Lease by reference, and are to be construed as part of this Lease.

Exhibit A: Legal description of Owner's Property.

Exhibit B: Description of Premises.

ARTICLE II LEASED PREMISES AND TERM

Section 2.1 Property Owned by Owner. Owner is the owner of that certain real property located in the County of Maricopa, State of Arizona, more particularly described in Exhibit A.

Section 2.2 Leased Premises. For and in consideration of the rentals hereby reserved and the covenants and agreements herein set forth and contained on the part of Tenant to be kept and performed. Owner has, and does hereby, lease and demise unto said Tenant the above described real property which has been more particularly described in Exhibit B which said property and improvements, constructed or to be constructed thereon, are hereinafter designated "Premises" or "Demised Premises."

Owner reserves and is granted the right to enter onto the Premises and the adjacent parking area owned by the Tenant to access the remainder of Owner's property. Owner shall erect and maintain a locked gate, at a location mutually agreed upon by the parties, in order to access Owner's property. Owner shall not use the Premises for access during the hours of 7:00 -8:00 am and 2:00-3:00 pm, Monday through Friday.

Section 2.3 Term. To have and to hold the leased premises unto Tenant for a term of one (1) year commencing on July 1, 2013 and ending on June 30, 2014 subject to renewal as hereinafter provided.

Section 2.4 Options. Provided that Tenant shall not be in default hereunder, Tenant shall have the right and option to extend and renew this Lease at the expiration of the initial term hereof for four (4) successive periods of one (1) year each, subject to mutually acceptable terms, covenants, and conditions of this Lease. Tenant's rights of renewal hereunder shall be exercised by Tenant giving written notice of its intention to renew as provided in Section 8.1 hereof at least ninety (90) days prior to the expiration of the term of this Lease or any renewal thereof, as applicable, subject to mutually acceptable terms and conditions to be negotiated.

ARTICLE III RENT, ITS DETERMINATION, AND METHOD OF PAYMENT

Section 3.1 Rentals. Tenant agrees to pay rent to Owner, without demand, at the address of Owner, or at such other place as Owner may by notice in writing to Tenant from time to time direct at the following rates and times.

For and during the initial term, rental at the rate of Thirteen Thousand Five Hundred and no/100 Dollars (\$13,500.00), per year, payable annually, on the first day of each year of the initial term hereof, and at the mutually agreed rate on the first of each year of any renewal hereof

ARTICLE IV OWNER'S COVENANTS

Section 4.1 Quiet Enjoyment. Owner covenants that Tenant, upon paying the rent and performing Tenant's obligations under this Lease, shall peacefully and quietly have, hold and enjoy the Demised Premises throughout the lease term and any extensions or renewals hereof unless sooner terminated as hereinafter provided.

Section 4.2 Alterations and Improvement. Tenant shall have the right at anytime during the term of this Lease or any renewal hereof to locate two (2) 60' X 80' portable classroom structures at the southern end of the Premises, providing a 10' perimeter and 21' between the structures. Tenant shall also construct a paved parking lot on the western portion of the Premises which will provide access to the Premises from Alice Avenue. Tenant shall have the right and option to make additional alterations or improvements to the Demised Premises with the consent of Owner which shall neither be unreasonably delayed or withheld.

ARTICLE V TENANT'S COVENANTS

Section 5.1 Tenant's Covenants. At all times during the term of this Lease and any extensions or renewals hereof, Tenant covenants and agrees with Owner as follows:

- (a) To pay before delinquent any and all charges which may be incurred for gas, electrical power, water and other utilities delivered to or used upon the Demised Premises during the term herein specified.
- (b) To keep and maintain the Demised Premises and the whole thereof in as good condition and state of repair as the same shall be at the date hereof, or in as good condition and state of repair as the same shall be placed during the term herein specified, reasonable wear and tear alone excepted.
- (c) That owner shall have the right at all reasonable times to enter upon the Demised Premises for the purpose of inspecting the same.
- (d) To indemnify and save harmless Owner from and against any and all loss, cost, or expense arising out of, or resulting from the use and occupancy of the Demised Premises by Tenant, or from any accident resulting in injury to or damage to any person whomsoever or property whatsoever as a result of the use of said Demised Premises, or any part thereof by said Tenant, unless such loss, cost, or expense shall result from the fault or negligence of Owner.
- (e) To promptly pay to Owner all costs and expenses, including a reasonable attorney's fee, necessarily incurred or expended by Owner in any action brought by Owner to recover any rent or other sums due and unpaid under the terms hereof, or for the enforcement of any of the terms and conditions herein contained on the part of said Tenant to be kept and performed, or to recover possession of said Demised Premises, whether or not said action shall proceed to judgment.
- (f) That in the event Tenant shall fail or refuse to pay any sum or sums due to be paid by it under the provisions hereof, or fail or refuse to maintain said Demised Premises or any part thereof as provided herein, then, and in any of such events, Owner shall have the right to pay any such sum or sums due to be paid by Tenant and do and perform any such work in the

amount of such sum or sums paid by Owner for the account of Tenant and the cost of such work shall forthwith be paid by Tenant to Owner upon demand in writing therefore.

(g) At the end of the term herein specified, or upon the earlier termination of the term herein provided for, to peaceably yield up to said Owner said Demised Premises and the whole thereof in as good condition and state of repair as the same shall be at the date hereof or in the same condition and state of repair as the same shall be placed during the term hereof, reasonable wear and tear alone excepted, provided that said Tenant shall upon the expiration of the term herein specified, remove from said Demised Premises any and all fixtures and equipment placed thereon by said Tenant even though permanently affixed to said Demised Premises, and in effecting such removal, shall restore said Demised Premises to a good, safe, sound, tenantable, and orderly condition. Tenant shall not be required, however, to remove permanent improvements to the surface of the property such as, for example, paved parking areas. .

(h) Not to assign, underlet, or part with possession of the whole or any part of the Demised Premises or assign these presents or any right hereunder without the consent in writing of Owner first had and received, provided, however, that the consent of the Owner shall not be unreasonably withheld, and provided, further, however, that no such assignment or subletting shall relieve Tenant herein from the primary liability for all rents, conditions, and terms of this Lease, nor be construed as a consent to any subsequent assignment or sublease.

(i) At its own cost and expense during the term herein specified, to procure and maintain in full force and effect a policy or policies of insurance insuring said Owner and Tenant to the amount of \$1,000,000 against any loss or damage, or any claim thereof, resulting from injury to or the death of any one person and to the amount of \$1,000,000 against any loss or damage or any claim thereof resulting from the injury to or the death of any number of persons from any one occurrence as the result or by reason of the ownership of said Demised Premises by Owner and the use thereof by said Tenant and to procure and maintain in full force and effect during the term herein specified, a policy or policies of insurance in an amount not less than \$500,000 insuring said Owner and Tenant against any loss or damage or any claim thereof resulting from the damage or destruction of any property belonging to any person or persons whomsoever as a result or by reason of the ownership of said Demised Premises by said Owner and the use thereof by Tenant. Tenant shall furnish to Owner two (2) copies of policies of insurance or certificates or other usual evidence thereof, naming Owner as additional insured, and of payment of premiums therefore.

(j) Not to make any unlawful or improper use of the Demised Premises or any use or occupancy thereof contrary to law or which shall be injurious to any person or property.

(k) To keep said Demised Premises free and clear of all liens and encumbrances of whatever nature.

(l) To subordinate this Lease to any mortgage, deed or trust, or other lien hereafter placed upon the Demised Premises or the property described in Exhibit A and Tenant agrees upon demand to execute such further instruments subordinating this Lease as Owner may reasonably request provided, however, that any such subordination shall be upon the express condition that this Lease shall be recognized by the mortgagee or other lien holder and that the rights of Tenant hereunder shall remain in full force and effect during the term of this Lease and any extensions or renewals hereof so long as Tenant shall continue to perform according to the covenants and conditions hereof.

(m) To erect and thereafter maintain a 6' perimeter fence along the common boundary of the Premises and the Owner's Property.

(n) Not to use or permit use of the area contiguous to the demised premises which is used and utilized by Owner as a parking lot by construction vehicles and equipment, for loading and unloading of construction materials, delivery vehicles or use by any vehicles larger than personal transportation vehicles, it being understood that access to and from public rights-of-way and parking for the types of traffic and vehicles described in this paragraph shall be limited and restricted to Tenant's owned property and the demised premises.

ARTICLE VI CONDEMNATION

Section 6.1 In the event that the whole of said Demised Premises shall be permanently taken or condemned for a public or quasi-public use or purpose by any competent authority, or sold by reason of the threat of such taking, then, and in such event, the demise herein provided for shall terminate on the date when possession of the Demised Premises shall be required for such use or purpose and any award, compensation, or damages (hereinafter sometimes called the "award") shall be divided between Owner and Tenant in accordance with the then applicable principle of jurisprudence and the then applicable statutes, if any.

Section 6.2 In the event that a part only of said Demised Premises shall be thus taken or sold, and in the further event that by reason of such taking or sale the use of said Demised Premises remaining will not be practically or economically feasible for the purposes intended by Tenant under the provisions of this lease, then and in such event. Tenant at its

option, may terminate this Lease. Such option shall be exercised by Tenant by notice in writing given to Owner not less than sixty (60) days prior to the date on which possession of such portion of the Demised Premises shall be required by the condemning authority, unless possession shall be taken before award is made, in which event such notice shall be given within sixty (60) days after such taking or sale. Upon the date when possession shall be required pursuant to such taking or sale, the term of this Lease and all rights, titles, and interest of the Lessee hereunder shall cease and terminate. In the event this Lease is terminated as in this paragraph provided, then, and in such event, any award shall be divided between Owner and Tenant in accordance with their respective interests as determined in accordance with the then applicable principle of jurisprudence and the then applicable statutes, if any.

Section 6.3 In the event that a part only of said Demised Premises shall be thus taken or sold and in the further event that by reason of such taking or sale the use of said Demised Premises remaining is practically and economically feasible for the purpose intended by Tenant under the provisions of this Lease, then, and in such event, any award shall be divided between Owner and Tenant in accordance with their respective interest as determined in accordance with the then applicable principle of jurisprudence and the then applicable statutes, if any, and Tenant, from and after that date of such taking or sale, shall pay to Owner a just and proportionate part only of the rentals herein specified and reserved.

ARTICLE VII DEFAULTS BY TENANT AND REMEDIES

Section 7.1 Default by Tenant. Upon the nonpayment of the whole or any portion of the rent hereby reserved or any other sum or sums of money due to Owner under the provisions hereof, or upon the nonperformance by said Tenant of any other covenant or condition herein contained on the part of said Tenant to be kept and performed within thirty (30) days after notice in writing from Owner of such default, Owner may immediately or at any time thereafter while such default continues, re-enter the leased premises or any part thereof and repossess the same as of its former state, and expel Tenant and those claiming under Tenant, and remove its or their effects without being deemed guilty of trespass, and without prejudice to any remedies which might otherwise be available to Owner. Such re-entry or taking possession by Owner shall not be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant, or unless the termination is decreed by a court of competent jurisdiction. Notwithstanding any such re-entry without termination, Owner may, at any time thereafter, elect to terminate this Lease for such previous breach. Should Owner at any time terminate this Lease for any breach, in addition to any other remedy it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises and including

the worth at the time of such termination of the excess, if any, of the amount of rent and other charges reserved in this Lease for the remainder of the lease term over the then reasonable rental value of the premises for the remainder of the lease term.

Section 7.2 Effect of Waivers of Default. The subsequent acceptance of rent hereunder by Owner shall not be deemed a waiver of any preceding breach of any obligation hereunder by Tenant, other than the failure to pay the particular rent so accepted. The waiver of any breach of any covenant, term, or condition by Lessor herein shall not constitute a waiver of any other breach regardless of the knowledge thereof. No covenant, term, or condition of this Lease shall be waived except by written consent of the Owner, and the forbearance or indulgence by Owner in any regard whatsoever shall not constitute a waiver of the covenant, term, or condition to be performed by Tenant to which the same shall apply and until complete performance by Tenant of said covenant, term or condition. Owner shall be entitled to invoke any remedy available under this Lease or by law despite such forbearance or indulgence.

ARTICLE VIII MISCELLANEOUS

Section 8.1 Notices. All notices herein required or permitted shall be valid and sufficiently served, given, or made, if mailed by certified mail with postage prepaid and if intended for Owner, address to Owner at the address specified in Section 1.1. and if intended to Tenant, addressed to Tenant at the address specified in Section 1.1. Either party may designate by notice in writing a new address to which any such notice shall thereafter be so addressed and mailed.

Section 8.2 Attorneys' Fees. In the event that either Owner or Tenant shall maintain an action at law or in equity against the other as a result of any breach or dispute arising out of or in connection with this Lease Agreement, then, and in such event, the prevailing party shall be entitled to recover from the other party, in addition to any other sum or sums awarded as and for damages or costs of suit, reasonable attorneys' fees to be determined by the judge of the court and not a jury.

Section 8.3 Binding Effect. The provisions hereof shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Section 8.4 Tenant's Right to Terminate. Tenant may terminate this Lease at the end of any fiscal year during the term of this Lease provided that funds are not available from the governing legislature or funding body for the continuation of this Lease. The Tenant's fiscal year ends on June 30 of each year. This contract is subject to A.R.S. § 38-511 and may be canceled pursuant thereto.

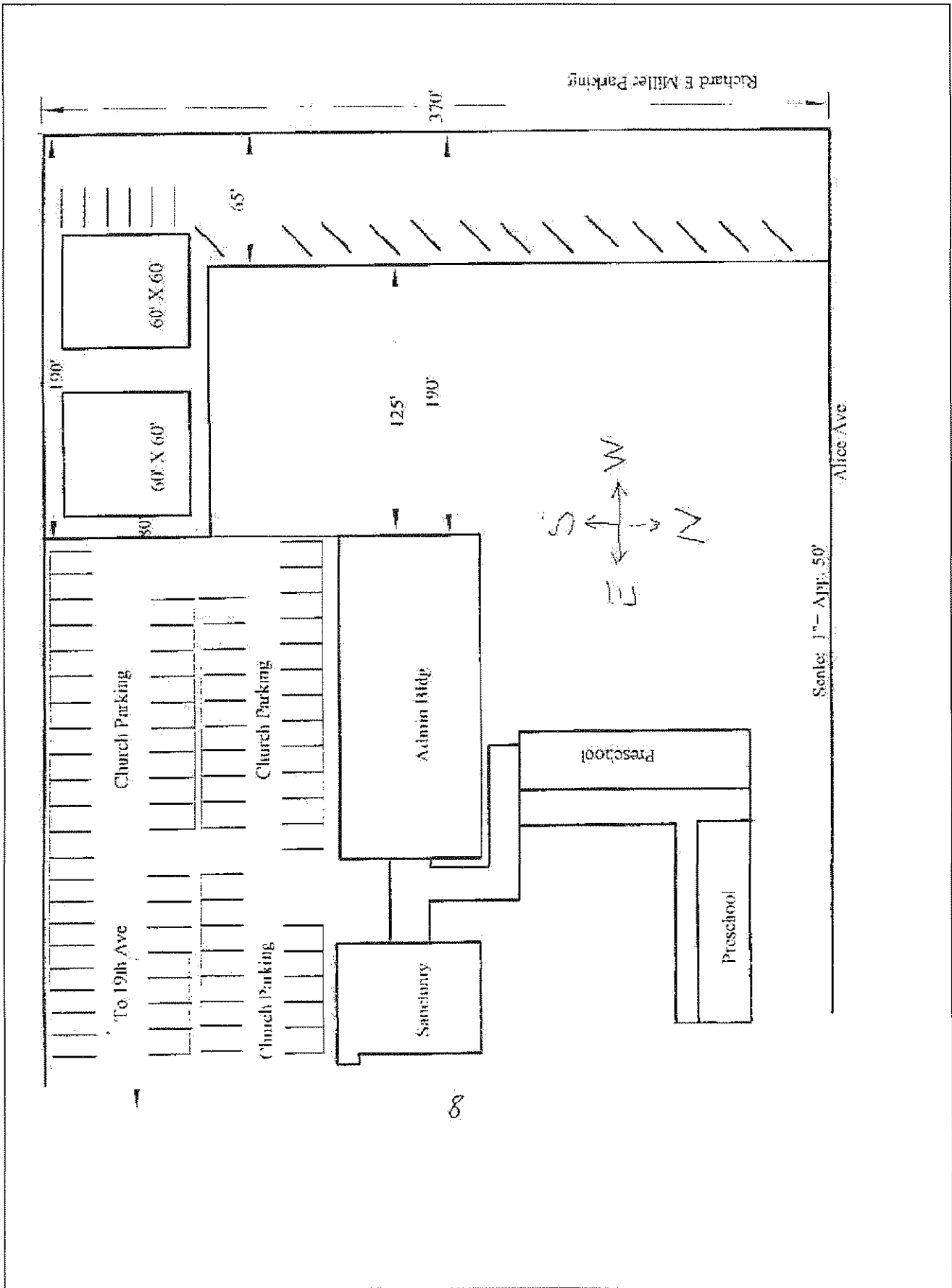


EXHIBIT A

LEGAL DESCRIPTION OF OWNER'S PROPERTY

The East 578 feet of the North 400 feet of the South 1295 feet of the East half of the Northeast quarter of Section 36, Township 3 North, Range 2 East of the Gila and Salt River Base and Meridian

EXHIBIT B

DESCRIPTION OF PREMISES

That portion of the real property described upon Exhibit A hereto (the "Owner's parcel") which may be described as follows:

- (a) The Westernmost 65' of the owner's parcel, and
- (b) The Southernmost 89' of the Owner's parcel which lies between the Western boundary' thereof (on the West) and the Western edge of the Owner's parking lot (on the East).



8802 N. 19th Ave.
Phoenix, AZ 85021
(O) 602-944-3306
(F) 602-943-3462
www.royalpalms.org

*Our purpose is to
attract and lead the
unchurched to Christ;
Develop in Christian
maturity and be
mobilized for ministry
in lives that
magnify God.*

May 15, 2013

Washington Elementary School District
Cathy Thompson
Director of Business Services
Washington Elementary School District

Ms. Cathy Thompson,

Re: Use of Royal Palms Baptist Church west parking
Vendor # 91180

The Washington School District No.6 agrees to pay Royal Palms Baptist Church for the non-exclusive use of the west parking lot and the Alice Ave. entrance (not 19th Ave.) for the 2013-2014 school-year. The annual fee of \$2,000 is due in advance. This contract is renewable annually.

We require proof of liability coverage by WESD for children or parents injured on that lot while picking up or dropping off children; as well as, any time they might use the lot to attend a school function or do any other business with the school/district.

Please contact me with any concerns.

Sincerely,

Margaret Kerr

Terms of this agreement accepted by:

Washington Elementary School District

Date

Margaret Kerr, Church Clerk, RPBC
margaret.kerr@qwestoffice.net

Date

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
 FROM: Dr. Susan J. Cook, Superintendent Discussion
 Information
 1st Reading
 DATE: June 27, 2013
 AGENDA ITEM: *Renewal of Lease Agreement with VALLEYLIFE
 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: DDB

SUPPORTING DATA

Funding Source: N/A
 Budgeted: N/A

Pursuant to Board policy DDB, requiring annual review of rental fees, below is a listing of existing leases and proposed charges effective July 1, 2013 through June 30, 2014. The proposed rate reflects any adjustments necessary based on an annual review of district cost for the site. The proposed lease rate is comparable to the rates charged in surrounding school districts. The tenant has been notified of the proposed rate.

The revenues received from leases are deposited, by law, in the District's civic center fund and are used to pay for incurred utility charges and related rental costs, such as custodians.

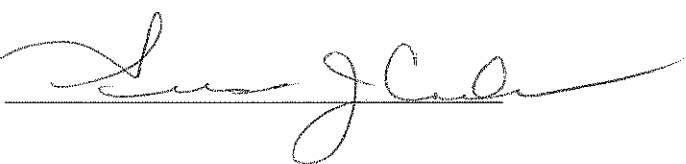
Renewal of lease agreements and fee schedule:

Tenant	Location	2013-2014 Annual Lease Amount	Lease Inception	Expiration Date	Purpose	Square Feet
VALLEYLIFE	Service Annex	\$91,585.85	9/27/07	6/30/14	Instructional	12,600
TOTAL		\$91,585.85				

Copies of Leases are available for review in the Business Services Department.

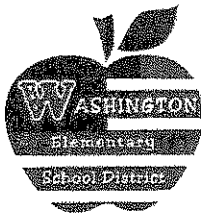
SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the renewal of lease agreement with VALLEYLIFE for 2013-2014 and authorize the Superintendent to execute the necessary documents on behalf of the District.

Superintendent 

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

Agenda Item *II.U.



Business Services

Miriam Mahoney
4650 W. Sweetwater Ave.
Glendale, Arizona 85304

TEL: 602-347-2853 • FAX: 602-347-2737 • E-MAIL: miriam.mahoney@wesdschools.org

The Washington Elementary School District is committed to achieving excellence for every child, every day, every opportunity.

April 30, 2013

Mr. Cletus Thiebeau
VALLEYLIFE
1142 W. Hatcher Rd.
Phoenix, AZ 85021

RE: Lease of property – 1502 W. Mountain View Rd., Phoenix

Dear Mr. Thiebeau:

The Washington Elementary School District is in the process of reviewing leases for renewal consideration for 2013-14. If you choose to renew your lease, the rate for July 1, 2013 through June 30, 2014 listed below is payable in equal monthly installments, prior to the first of every month.

Monthly charge includes:

Rental of facility - \$5,775.00 (12,600 sq ft at the rate of \$5.50)	Total of \$69,300.00
Cost of Utilities - \$1,857.15	Total of \$22,285.85

Monthly rent including utilities for 2013-14 is \$7,632.15

The facility rental rate will incrementally increase each year by 25 cents until the rate of \$6.00/sq ft is reached - the estimated cost to maintain the facility.

All terms and conditions set forth in the lease dated July 1, 2010 and rules and regulations shall apply. This agreement is subject to cancellation pursuant to ARS 38-511.

If you agree with this renewal, please sign below and return both copies at your earliest convenience, but no later than June 7, 2013. An original signed copy will be mailed to you pending Governing Board approval.

Washington Elementary School District #6
Business Services
4650 W. Sweetwater Ave.
Glendale, AZ 85304

Offered:

Cathy Thompson
Cathy Thompson
Director of Business Services

Dr. Susan Cook
Superintendent

VALLEYLIFE
1142 W. Hatcher Rd.
Phoenix, AZ 85021

Accepted:

Cletus Thiebeau
Cletus Thiebeau

Date:

May 31, 2013

Washington Elementary School District #6 • www.wesdschools.org

Governing Board: Chris Maza, President • Aaron Jahneke, Vice President • Bill Adams, Member • Clorinda Graziano, Member • Tee Lambert, Member
Dr. Susan J. Cook, Superintendent

LEASE AGREEMENT

Between

WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6
a political subdivision of the State of Arizona

as Lessor

and

VALLEYLIFE
(a non profit community-based organization)

as Lessee

Dated: July 1, 2010

LEASE AGREEMENT
BETWEEN
WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6
AND VALLEYLIFE

This Lease Agreement ("Lease") is executed and delivered as of the 1st day of July, 2010, by and between Washington Elementary School District No. 6, a political subdivision of the State of Arizona ("Lessor") and VALLEYLIFE, a non-profit community-based organization ("Lessee"), with reference to the following facts:

A. Lessor is the owner of the site which is located at 1502 West Mountain View Road in the City of Phoenix, Arizona, more particularly described in the attached Exhibit 1 ("Property").

B. Lessor is the owner of the permanent and portable buildings, totaling 12,600 square feet, located upon the property described in Exhibit 1. The inventory attached as Exhibit 2 identifies such buildings and equipment owned by Lessor (the "Buildings").

C. Upon the terms and conditions hereinafter set forth, Lessor intends to lease to and Lessee desires to take (1) the Property and (2) the Buildings (collectively referred to as the "Leased Property");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Lessor and Lessee covenant and agree as follows:

Section 1: DEFINITIONS.

Throughout this Lease, certain capitalized terms have the respective meanings set forth in Exhibit 3.

Section 2: LEASED PROPERTY.

2.1 Demise of Leased Property. Lessor hereby leases to Lessee and Lessee hereby takes the Leased Property from Lessor, on the terms, at the rent, and subject to the covenants and conditions herein set forth. As a material part of the consideration for this Lease, Lessee covenants to pay the rents and perform each and all of said covenants and conditions on its part to be kept and performed; and this Lease is made upon the condition of said performance.

Section 3: TERM.

3.1 The term of this Lease (hereinafter referred to as "the Lease Term") shall be for a period commencing on July 1, 2010, and terminating at 11:59 p.m. Arizona time on June 30, 2011 unless terminated earlier pursuant to any provision hereof. The Lease may be renewed for additional one (1) year periods upon mutual agreement of the parties.

3.2 This Lease may be terminated at any time with sixty (60) days written notice by the Lessee. The Lessor may terminate this Lease at any time with sixty (60) days written notice to the Lessee. Such termination by Lessor may occur for any of the following reasons: (1) closure of the premises; (2) use of the premises for school district purposes; and (3) continued occupancy by the tenant is not in the best interest of the Lessor.

Section 4: RENT AND OTHER PAYMENTS.

4.1 Rent. During the Lease Term, Lessee shall pay to Lessor without abatement, deduction or offset, the rent in the amount of \$63,000.00, payable in equal monthly installments of \$5,250.00, in advance, on July 1, 2010 and on the first day of each and every month thereafter, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and at the address designated herein for notice, or at such other place as Lessor may, from time to time, designate.

4.2 Utility Services. During the term of the lease, Lessee shall pay to Lessor without abatement, deduction or offset, the utility services charge in the amount of \$23,176.07 payable in equal monthly installments of \$1,931.34, in advance, on July 1, 2010 and on the first day of each and every month thereafter, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and at the address designated herein for notice, or at such other place as Lessor may, from time to time, designate.

Lessee shall comply with all contracts relating to any such utility services; shall indemnify Lessor for, from and against any loss, cost, or damage in connection with such utility services; and shall do all other things required in order to maintain and continue all such utility services. Rates will be based on the average usage for 2009-2010 for a 14 classrooms.

4.3 Additional Amounts. In addition to the rent, Lessee shall also pay in a timely manner or cause to be so paid all other costs, expenses, liabilities, obligations or other payments which arise out of or relate to the Leased Property, all of which are hereinafter referred to collectively as "Additional Amounts."

4.4 Lease to be Deemed Fully Net Lease. It is the intent of the parties hereto that this be a fully net lease, subject to no reduction, set off, counterclaim or diminution of any kind. Except as herein otherwise expressly provided, Lessee assumes and shall fully pay and perform when and as due any and all obligations of every kind and nature whatsoever against and in connection with the Leased Property or any portion thereof which may arise or become due during the Lease Term.

4.5 Interest on Late Payments. In addition to other remedies set forth herein, if Lessee fails to pay within the five day grace period or cause to be paid any rent or Additional Amounts, then, Lessor shall have all the rights and remedies provided for by law in the case of nonpayment of rent, including the right to interest at the Default Interest Rate on all such unpaid installments, from and after the date when payment was due until paid in full. Notwithstanding anything contained herein to the contrary, payment of such interest shall not excuse or cure any Event of Default by Lessee under this Lease.

4.6 No Abatement of Rent. Notwithstanding anything to the contrary contained in this Lease, Lessee shall not be entitled to any abatement of rent nor shall any of its other obligations under this Lease terminate because of any damage or destruction to the Leased Property.

Section 5: PERMITTED USE AND IMPROVEMENTS.

5.1 Use. During the Lease Term, the Leased Property may be used only for the operation and maintenance of education programs and office space.

5.2 Improvements. Lessor and Lessee agree that Lessee may place within the Leased Property identified in Exhibit 2 all furnishings, equipment and supplies reasonably necessary for the permitted use described above. Lessee may also place upon the Leased Property identified in Exhibit 1 playground and other outdoor equipment which Lessee deems necessary for the operation and maintenance of the special education programs.

5.3 Restrictions on Use. Notwithstanding anything herein to the contrary, Lessee shall not use or permit the Leased Property to be used for any purpose prohibited by any Legal Requirement or Insurance Requirement. Lessee shall not do or permit anything to be done in or about the Leased Property which will in any way increase the risk of fire to the Leased Property beyond that inherent or reasonably necessary to the permitted use as described above, nor shall Lessee keep or bring or permit anything thereon which will in any way increase the existing rate of or affect any policy of fire, extended coverage or any other insurance for the Leased Property, the Improvements or any contents, or cause a cancellation of any of the same. Lessee shall not use or allow the Leased Property to be used for any improper, immoral, unlawful or objectionable purpose, or maintain, or permit any public or private nuisance in, on or about the Leased Property or permit anything to be done which may injure or damage the Leased Property. Lessee shall not damage, deface, commit or suffer to be committed any waste in or upon the Leased Property. At its sole expense Lessee shall comply with all Legal Requirements and Insurance Requirements relating in any way to the use, condition or occupancy of the Leased Property.

5.4 Environmental Compliance; Clean-up. Lessee shall fully comply with all Environmental Law applicable to the Leased Property, and promptly provide Lessor with written copies and/or oral notice of all reportings, notifications and submittals made to any governmental agency pursuant to applicable Environmental Law. All such reportings, notifications and submittals shall be provided to Lessor in the same manner and within the same time frames required by Environmental Law. Lessee shall also immediately provide Lessor with copies of all notifications, orders, requests or reports received from any governmental agency pursuant to Environmental Law. In the event of a violation of any Environmental Law, Lessee shall immediately proceed, at Lessee's expense, to remedy same. Notwithstanding anything to the contrary in this lease, failure of Lessee immediately to commence cleanup activities, without the necessity of any notice from Lessor, shall be a material default under this lease. Lessor, at Lessor's election, shall have the right, but not the obligation, to remedy any environmental violation upon the Leased Property or to conduct any environmental tests on the Leased Property should Lessor suspect a violation to exist, and Lessee shall promptly reimburse Lessor for all fees, costs and expenses relating thereto. Lessee shall indemnify and hold Lessor harmless for, from and against any and all losses, fees, costs, expenses, damages, actions, and attorneys' fees arising in any way from Lessee's violation of the obligations under this paragraph, including but not limited to remediation and cleanup costs, testing fees, consulting fees, penalties or judgments. Any violation by Lessee of its obligations under this

paragraph shall be a material default under this lease which will entitle Lessor to all of its remedies under this lease. Lessee specifically agrees that the obligations of Lessee under this subsection 5.4 shall survive the expiration or termination of this lease.

5.5 Other Restrictions. Lessee shall not permit any person or entity to enter upon the Leased Property to conduct any hazardous activity or to inspect, monitor, explore or drill for water, oil, gas, minerals or any substance or to extract the same.

5.6 At the expiration or termination of the Lease Term, Lessee shall be obligated to remediate the premises as required by Environmental Law and clean up the premises by removing all buildings, tanks, improvements, fixtures, barrels, chemicals, product, containers and trash which are situated on or within the Leased Property.

Section 6: LESSOR'S RIGHTS TO ENTER, INSPECT, PERFORM, AND CURE.

Lessor shall have the right (without the obligation) to enter the Leased Property at any time to inspect the same or to make such payment or perform such service as is necessary in Lessor's opinion to cure any default and to submit the Leased Property to prospective purchasers, tenants or mortgagees. If Lessee shall fail to pay any sum of money owing to a party other than Lessor required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, without waiving any rights of Lessor or releasing Lessee from any obligations hereunder, Lessor may, but shall not be obligated to, make such payment or perform such other act, to be made or performed by Lessee hereunder. Lessee covenants to reimburse Lessor for such sums, and Lessor shall have (in addition to any other right or remedy of Lessor) the same rights and remedies in the event of the nonpayment thereof by Lessee as in the case of default by Lessee in the payment of any sums due Lessor hereunder. All sums so paid or expenses incurred by Lessor and all necessary incidental costs including reasonable attorneys' fees, together with interest thereon at the Default Interest Rate from the date of such payment by Lessor until paid shall be considered as Additional Amounts owing hereunder and shall be payable to Lessor on demand. No such payment or act by Lessor shall operate to release or discharge Lessee from any obligation hereunder, and no entry pursuant to this Section 6 shall constitute an eviction. Lessor will notify Lessee prior to entering Leased Property.

Section 7: MAINTENANCE, CLEAN UP, ETC.

7.1 Lessor's Obligations. Lessor shall maintain and keep in good repair the exterior of the Buildings identified in Exhibit 2, including heating/air conditioning units, major plumbing and electrical systems. Lessor shall respond to requests for such maintenance within a reasonable period of time.

7.2 Lessee's Obligations. Lessee shall maintain all landscape sprinkler systems, walkways, parking areas, playground areas, equipment and all other areas of the Leased Property. Lessee shall properly clean and maintain all interior areas of the Leased Property described in Exhibit 2 to such standard that is consistent with other school sites owned by Lessor.

Except as provided in Subsection 7.1, Lessee shall perform, at Lessee's expense, all repairs necessary to the Leased Property created by ordinary use, wear and tear of the Leased Property. Lessee shall also perform, at Lessee's expense, all repairs necessary as a result of

intentional acts of vandalism or other mischief, or negligent operation or maintenance of the Leased Property. All Maintenance performed by Lessee pursuant to this Subsection 7.2 shall be done in accordance with applicable Legal Requirements and Insurance Requirements.

Lessee shall be solely responsible for all maintenance, repair and expenses associated with those portable buildings placed upon the Leased Property by Lessee pursuant to the provisions of Section 5 of this Lease.

Section 8: LIMITATIONS ON TRANSFERS, ASSIGNMENTS AND SUBLEASES.

Lessee shall not sell, transfer, assign, sublease or otherwise dispose of all or any portion of its interest in the Leased Property or in or to this Lease without Lessor's prior written consent, in Lessor's sole and unfettered discretion. Any such event is hereinafter referred to collectively as "Transfer". Any attempted Transfer without Lessor's prior written consent shall be null and void; shall not release Lessee or alter any of Lessee's obligations hereunder; and shall constitute an Event of Default by Lessee. A consent to one Transfer shall not be deemed a consent to any subsequent Transfer and no such Transfer shall relieve Lessee of any liability or obligation hereunder. Lessee shall pay Lessor's reasonable attorneys' fees incurred in connection with any Transfer or request for consent to Transfer. In no event shall this Lease or any interest therein be transferred by operation of law without the prior written consent of Lessor, in Lessor's sole and unfettered discretion.

Section 9: INDEMNITY.

9.1 Limitation of Lessor's Liability. Neither Lessor nor any of its Governing Board members, officers, agents, servants or employees shall be liable to Lessee for any injury or damage to Lessee or Lessee's property from any cause whatsoever, except for the gross negligence or willful or intentional misconduct of Lessor or of the Person against whom such claim is made. As a material part of the consideration to Lessor, Lessee hereby assumes all risk of damage to property or injury to persons in, upon or about the Leased Property arising at any time hereafter from any cause other than the gross negligence or willful or intentional misconduct of Lessor and Lessor's principals, officers, agents, employees, or servants, and Lessee hereby waives all such other claims against Lessor, including without limitation any claims based on negligence.

9.2 Lessee's Indemnification Obligation. Lessee shall defend, indemnify and hold harmless the Lessor and its respective Governing Board members, officers, agents, servants and employees, or to cause each of them to be indemnified and held harmless for, from and against any and all liabilities, obligations, damages, penalties, claims or causes of action which may be imposed upon, incurred or asserted against them or any of them by reason of the following:

9.2.1 The installation, maintenance, or removal of any portable buildings or equipment placed upon the Leased Property by Lessee, or any of its agents, servants, employees, invited or licensees;

9.2.2 Any use of the Leased Property or any portion thereof by Lessee or any of its agents, servants, employees, invitees or licensees;

9.2.3 Any accident, injury or damage to any person or property occurring

on or about the Leased Property or any portion thereof;

9.2.4 Any nonuse or condition of the Leased Property or any portion thereof;

9.2.5 Any Event of Default or breach or failure on the part of Lessee to perform or comply with any term or provision of this Lease;

9.2.6 Any failure of the Lease Property or any portion thereof to comply with any Legal Requirements or Insurance Requirements;

9.2.7 Any work performed on the Leased Property; and

9.2.8 Any act, omission or negligence of Lessee or any of its officers, agents, employees, guests or invitees in connection with the use or occupancy of the Leased Property.

This indemnity shall include all costs, attorneys' fees, expenses and liabilities incurred as a result of any such claim or any related action or proceeding. If any cause of action or proceeding is brought against the Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall resist and defend the same at Lessee's expense by counsel satisfactory to Lessor, or at Lessor's option, Lessor may do so, and in either event all costs, fees and expenses thereof shall be paid by Lessee. Notwithstanding anything to the contrary in this Lease, this indemnity obligation shall survive the termination or expiration of this Lease.

Section 10: INSURANCE.

10.1 All Risks Insurance. Before commencing the placement of any portable buildings, alteration of or other work upon the Leased Property, Lessee shall procure and maintain or cause to be procured and maintained in force until completion of such work "all risks" builders' risk insurance, including vandalism and malicious mischief, covering the job site and all material and equipment at the job site furnished under contract, but excluding contractor's, subcontractor's and construction manager's tools and equipment and property owned by contractor's or subcontractor's employees, with limits of one hundred percent (100%) of the cost of all material equipment and work at the Leased Property.

10.2 Public Liability Insurance. Throughout the entire Lease Term and at no cost or expense to Lessor, Lessee shall keep or cause to be kept in force for the mutual benefit of the Lessor and Lessee, comprehensive broad form general public liability insurance against claims and liability for personal injury, death or property damage arising from the use, occupancy, disuse or condition of the Leased Property, the improvements thereon or any adjoining streets or pathways providing protection of at least One Million Dollars (\$1,000,000.00) for personal injury or death to any one person per occurrence, at least Three Million Dollars (\$2,000,000.00) aggregate coverage with a deductible of not more than \$5,000 and naming Washington Elementary School District as an additional insured party, and at least Five Hundred Thousand Dollars (\$500,000.00) for property damage. The policy shall be in a form acceptable to Lessor, shall name Lessor and Lessee as co-insureds, shall contain cross-liability endorsements, and shall insure performance by Lessee of the indemnity provisions provided above.

10.3 Waiver of Subrogation. Lessee for itself and for any Person claiming by, through or under Lessee hereby waives any and all rights of recovery against the Lessor and against its Governing Board members, officers, employees, servants, agents and representatives, for loss of or damage to such waiving party, its property or business or other Persons or property for which the waiving party is responsible to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Each policy of insurance obtained by Lessee shall contain a waiver of subrogation clause whereby the insurance company waives all right of recovery by way of subrogation as set forth above.

10.4 Evidence of Insurance. Upon Lessee's receipt of written demand of Lessor from time to time during the Lease Term, Lessee shall furnish Lessor with whichever of the following Lessor chooses, establishing that all of the insurance required to be maintained by Lessee is in full force and effect: copies of all policies required to be maintained by Lessee; certificates evidencing such insurance; or binders representing all such insurance.

10.5 Other Insurance. Lessee may effect for its own account any insurance which is not required under or inconsistent with the requirements of this Lease.

10.6 Failure to Obtain Required Insurance. Notwithstanding anything contained herein to the contrary, if Lessee fails or refuses to procure or to maintain any insurance that is required by this Lease, or fails or refuses to furnish Lessor with required proof that such insurance has been procured and is in force and paid for, then in addition to any other remedy to which Lessor is entitled, Lessor, at its election, shall have the right to renew or procure and maintain such insurance, in which event any premiums paid by Lessor shall be treated as Additional Amounts due from Lessee on the next rent payment date with interest at the Default Interest Rate from the date Lessor incurs such expenses until Lessor is repaid in full.

10.7 Insurance Companies and Terms of Policies. All insurance provided for in this Lease shall be effected under a valid and enforceable policy or policies issued by insurers which are of recognized responsibility and authorized to do business in the State of Arizona and which are satisfactory to the Lessor. Each such policy shall provide that no cancellation or termination thereof for nonpayment of premiums or any other reason shall be effective until at least 30 days after receipt of written notice thereof by the Lessor.

10.8 Effect of Insurance on Indemnity. The limits of insurance described in this Section 11 shall not limit the liability of Lessee under Section 9.

10.9 Lessor's Obligations. Lessor shall maintain fire insurance coverage for the Leased Property described in Exhibit 2. Any amounts paid under said insurance policy or policies for loss by fire shall be collected by Lessor and shall not offset Lessee's obligations under the terms and conditions of this Lease. Lessor, at its sole discretion, may elect or decline to repair or replace the fire-damaged Leased Property.

Section 11: CONDEMNATION.

In the event that all or any portion of the Leased Property is taken by condemnation or the exercise or threatened exercise of any governmental power, then at the option of either party,

this Lease shall terminate and expire when the taking occurs.

Section 12: EVENTS OF DEFAULT.

Subject to the requirements for notice which are hereinafter set forth, each of the following shall constitute an Event of Default on the part of Lessee:

12.1 Failure to Pay. Lessee's failure or refusal to pay when due any installment of rent or any other sum required by this Lease to be paid by Lessee.

12.2 Failure to Perform. Lessee's failure or refusal to perform or abide by any term, covenant or condition of this Lease.

12.3 Abandonment. Lessee's abandonment or surrender of all or any part of the Leased Property.

12.4 Attachment. The subjection of any right or interest of Lessee to attachment, execution or other levy, or to seizure under legal process, if the same is not released or secured by bond, cash deposit, or irrevocable letter of credit acceptable to Lessor in its sole and unfettered discretion within thirty (30) days, and in any event, before the same is sold or otherwise disposed of pursuant to such legal process.

12.5 Receivership. The appointment of a receiver for any reason to take possession of all or any part of the Leased Property, Lessee's interest therein, Lessee's operations thereon, or Lessee's interest under this Lease.

12.6 Insolvency. The commission of any act of bankruptcy by Lessee, including but not limited to an assignment by Lessee for the benefit of creditors, or the filing by Lessee of a voluntary petition under any law for the purpose of adjudicating Lessee a bankrupt, or for extending the time for payment, adjustment or satisfaction of Lessee's liabilities, or for reorganization, dissolution or arrangement on account of or to prevent bankruptcy or insolvency, or any involuntary petition filed against Lessee which is not answered within thirty (30) days and quashed or vacated within ninety (90) days.

12.7 False Information. If any information or document given to Lessor by Lessee is false in any material respect.

Section 13: NOTICE OF DEFAULT.

Notwithstanding anything contained herein to the contrary, Lessee shall not be entitled to any prior notice of or opportunity to cure any of the Events of Default described above in Sections 12.3 through 12.7, inclusive. Otherwise, Lessor shall give written notice of default to Lessee, and each such notice of default shall specify the alleged Event of Default and shall allow Lessee five (5) days after the date of the notice within which to cure an Event of Default identified in Section 12.1 or thirty (30) days after the date of the notice to cure a non-monetary Event of Default identified in Section 12.2.

Section 14: LESSOR'S REMEDIES.

Upon the occurrence of an Event of Default, the giving of notice (if required), and the expiration of the cure period (if any), Lessor shall be entitled to exercise any remedy provided herein or otherwise available at law or in equity, to which Lessor may resort cumulatively or in the alternative and in any order, including but not limited to the following:

14.1 Termination. Lessor, at Lessor's election, may elect to terminate this Lease, effective upon giving Lessee written notice of termination or at such later date as Lessor may specify in such notice. Upon such termination, Lessee shall forthwith surrender, remove all buildings and equipment, and vacate the Leased Property, leaving the Leased Property in clean condition. Lessor may re-enter and take possession of the Leased Property and eject all parties in possession, or eject some and not others or eject none. In addition, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of the event of Default including but not limited to: the cost of recovering possession of the Leased Property; expenses of reletting, including but not limited to the cost of necessary renovation and alteration; reasonable attorneys' fees; the amount by which the total of the unpaid rent and other sums due hereunder for the balance of the Lease Term exceeds the total amount of any payments of like character to be received by Lessor from any subsequent tenant or tenants during the same period; and that portion applicable to the unexpired term of this Lease of any commission paid by Lessor as a result of this Lease.

14.2 Continuation of Lease. Lessor may, at its election, continue this Lease in full force and effect. In such event, Lessor shall have the right to collect the rent as it becomes due. At its election, Lessor may eject all persons from the Leased Property, or eject some and not others, or eject none. Lessor shall apply all rents, if any, from reletting the Leased Property to the unpaid rent and other obligations of Lessee; to the rent and other obligations thereafter becoming due under the terms of this Lease; to the expenses of reletting, including but not limited to the cost of necessary demolition, renovation and alteration and real estate commissions actually paid; to attorneys' fees, all in such order of priority as Lessor may determine in its sole and absolute discretion. Should such rentals received from such reletting during any month be less than that agreed to be paid during that month by Lessee hereunder, then Lessee shall pay such deficiency to Lessor, and such deficiency shall be calculated and paid monthly. Lessor may execute any leases made under this provision in the Lessor's name, and shall be entitled to all rents from the use, operation or occupancy of all or any part of the Leased Property. No act by or on behalf of Lessor under this Section 15.2 shall constitute a termination of this Lease unless Lessor gives Lessee written notice of such termination. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease.

14.3 Performance of Any Appropriate Act. Without curing any Event of Default, Lessor shall have the rights to pay any sum and perform any act which Lessor reasonably deems necessary or appropriate in its sole discretion and which Lessee would be required or permitted to pay or perform hereunder. Lessee shall be liable for all costs, fees and expenses of any kind incurred by Lessor in taking any such action, including without limitation Lessor's legal costs, expenses and attorneys' fees. All sums expended by Lessor shall be repaid by Lessee upon Lessee's receipt of written demand from Lessor and shall bear interest at the Default Interest Rate from the date expended by Lessor until repaid in full. No action taken by or on behalf of Lessor under this Section shall cure any Event of Default or waive any other right or remedy of Lessor or provision of this Lease or shall have the effect of terminating this Lease unless Lessor gives Lessee express written notice of such waiver or termination.

14.4 Lessee's Property. Lessor may remove any or all of Lessee's buildings, furnishings, equipment, and personal property, from the Leased Property, may sell the same in a private or public sale or place the same in storage at the expense of Lessee, or may use any of Lessee's buildings, equipment, furnishings, and personal property in connection with the continued operation or maintenance of the Leased Property without any compensation or liability of any kind to Lessee for such action taken by Lessor in good faith.

14.5 Right to Damages or Other Relief. Lessor shall be entitled, at its election, to damages in accordance with the laws of the State of Arizona or to equitable or injunctive relief compelling specific performance of Lessee's obligations.

14.6 Nonwaiver of Rights. No waiver of any Event of Default shall constitute a waiver of any other breach or Event of Default, whether of the same or any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by either party shall give the other any contractual right by custom, estoppel or otherwise to receive the same at any other time. The subsequent acceptance of rent pursuant to this Lease shall not constitute a waiver of any preceding Event of Default by Lessee other than failure to pay the particular rental payment so accepted, regardless of Lessor's knowledge of any preceding Event of Default at the time of accepting the rent; nor shall acceptance of rent or any other payment after termination constitute a reinstatement, extension or renewal of this Lease or revocation of any notice or any other act previously given or done by Lessor.

Section 15: NO LEASEHOLD MORTGAGES.

Lessee shall have no right at any time to mortgage or otherwise encumber all or any portion of Lessee's leasehold estate under this Lease.

Section 16: ATTORNMEN BY LESSEE.

Lessor shall be free to sell, encumber or otherwise transfer or dispose of all or any portion of the Leased Property, any interest therein or any interest under this Lease to any Person and at any time. Any portion of the Leased Property which is sold, encumbered or otherwise disposed of by Lessor shall nevertheless remain subject to this Lease. Lessee will attorn to and recognize the Lessor's pertinent successor in interest as the Lessor under this Lease. Lessee hereby agrees to execute any documents reasonably required by a lender or grantee from the Lessor hereunder to accomplish the purposes of this Section. In the event of any sale of the Leased Property which complies with the terms and provisions of this Lease, including the granting of any lien or encumbrance or security for the performance of any obligation, but excluding any sale or transfer pursuant to foreclosure of such lien, Lessor shall be released from all liability which may arise hereunder after the date of such sale, provided that Lessor furnishes Lessee with a written agreement by the transferee in recordable form whereby the transferee assumes and agrees to carry out any and all of the covenants and obligations of Lessor hereunder arising after the date of such transfer.

Section 17: NOTICES AND APPROVALS.

Any notice, demand, request, consent, approval, election or communication that

either Lessor or Lessee desires or is required to give to the other or any other Person hereunder shall be in writing and either served personally, or sent by telecopy followed by a copy sent prepaid, return receipt requested, registered or certified mail. Any such communication shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other of a change of address pursuant to this Section. Notice shall be deemed received upon personal delivery of such writing, or, upon receipt of a telecopy or in the case of mailing, 48 hours after the time of depositing such writing in the United States mail, whichever shall first occur. The initial addresses for the purposes of this Section are as follows:

Lessor:

Washington Elementary School District No. 6
4650 West Sweetwater
Glendale, Arizona 85304
ATTN: Business Services

Lessee:

VALLEYLIFE
1142 W. Hatcher
Phoenix, Arizona 85021

If any consent, approval or satisfaction of any party is required hereunder, the same shall be obtained in advance in writing and, unless otherwise expressly provided herein, shall not be unreasonably withheld or delayed. Any party which is required to act reasonably in connection with any request for approval or consent shall promptly either grant such consent or shall notify the other party of the reason or all of the reasons why it has withheld such consent.

Section 18: EXPIRATION, TERMINATION AND HOLDING OVER.

18.1 Surrender of Leased Property. At the expiration of the Lease Term or earlier termination of this Lease, Lessee shall surrender to Lessor the possession of the Leased Property. Except as otherwise provided herein, Lessee shall leave the surrendered Leased Property in good and clean condition and in the same condition as at the Commencement Date. All property that Lessee is required to surrender shall become Lessor's property as of the termination date of this Lease. All property that Lessee does not remove from the Leased Property prior to the termination of this Lease shall, at Lessor's election, become Lessor's property at termination; however, notwithstanding the foregoing, Lessee shall, at Lessee's expense, remove any portable buildings installed by Lessee pursuant to the provisions of this Lease within 60 days of the expiration or earlier termination of this Lease. Lessee shall repair any damage to the Leased Property created by the removal of the portable buildings installed by Lessee and Lessee shall restore the Leased Property to the same condition as at the Commencement Date.

8.2 Failure to Surrender. If Lessee fails to so surrender the Leased Property at the expiration of the Lease Term or the sooner termination of this Lease, Lessee shall defend and indemnify Lessor from all liability and expense resulting from Lessee's failure to so surrender.

18.3 Holding Over. If without Lessor's written consent Lessee holds possession

of the Leased Property after the term of this Lease has expired or been terminated, Lessee shall become a tenant from month to month upon all the terms, agreements and covenants herein specified, except that the rental rate shall be equal to 150% of the rental rate in effect immediately prior to the expiration of the Lease Term. Any holding over by Lessee shall not give Lessee any right in or to the Leased Property.

Section 19: OTHER IMPORTANT TERMS.

19.1 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

19.2 Time of the Essence. In the performance of all of the agreements, covenants and conditions of this Lease, time shall be of the very essence.

19.3 Authority. Each individual executing this Lease on behalf of Lessor and Lessee represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Lessor or Lessee, as the case may be.

19.4 Brokers. Each party hereby indemnifies and holds the other free and harmless for, from and against any liability for any claim to a brokerage or finder's commission or fee resulting from the conduct of the indemnifying party.

19.5 Estoppel Certificates. At any time and from time to time upon not less than ten (10) days prior written notice, Lessee shall execute, acknowledge and deliver to Lessor a statement in writing which shall certify the following: (i) that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect, or, if no longer in full force and effect, stating that this Lease has been terminated), and the date to which the rental or other charges have been paid in advance, if any; (ii) that there is not any uncured Event of Default hereunder on the part of Lessor (or, if there is an Event of Default, specifying such Event of Default which is claimed to exist); and (iii) such other factual matters as Lessor may reasonably request. Any statement delivered pursuant to this Section may be conclusively relied upon by any prospective purchaser or encumbrancer of the Leased Property. If Lessee fails to deliver any required statement within the permitted time such failure shall be conclusive and binding that this Lease is in full force and effect, without modification except as may be indicated by the Lessor; that no more than one (1) month's rent or other charges have been paid in advance; that there is no uncured Event of Default in the Lessor's performance; and that other factual matters stated by Lessor pertaining to the Lease are accurate and complete. Such failure by Lessee shall also constitute an Event of Default hereunder.

19.6 Applicable Law. The interpretation and validity of this condition of this Lease shall be governed by the internal substantive laws of the State of Arizona.

19.7 Prior Agreements and Modification. No provision of this Lease may be amended or added to except by a subsequent writing signed by the parties hereto or their respective successors in interest. This Lease takes the place of all other oral and written agreements between Lessor and Lessee made contemporaneously with or prior to the Commencement Date and contains the entire agreement of the parties.

19.8 Captions, Table of Contents and Marginal Headings. The captions, table of contents and marginal headings used throughout this Lease are for convenience of reference only. They are not to be deemed a part of this Lease nor to be considered in the construction or interpretation of any part hereof.

19.9 Attorneys' Fees. In the event of any action or proceeding is brought by either party hereto against the other under this Lease, the prevailing party as determined by the court shall be entitled to recover all costs and expenses, including the fees of its attorneys in such action or proceedings in such amount as the court deems reasonable.

19.10 Severability. The unenforceability, invalidity or illegality of any provision of this Lease shall not render any other provision unenforceable, invalid or illegal.

19.11 Force Majeure. Either party shall be excused from performing any obligation or undertaking provided in this Lease only so long as the performance of the act or obligation is prevented, delayed, retarded or hindered by an act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, strikes, lockouts, condemnation or any other cause (financial inability excepted), whether similar or dissimilar to the foregoing, not within the reasonable control of the party seeking the protection of this provision.

19.12 Successors. Subject to limitations and restrictions of this Lease on Transfers, each and all of the rights, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the successors, administrators, and assigns of the respective parties hereto. The terms "Lessor" and "Lessee" shall mean and include any permitted successor with the same force and effect as if the successor were the party originally named herein; provided, however, that no such Transfer shall relieve any transferring party from liability hereunder except as otherwise expressly provided herein.

19.13 Exhibits. All of the Exhibits attached hereto are incorporated herein by this reference.

19.14 No Partnership. Nothing in this Lease shall be construed to render Lessor or Lessee in any way or for any purpose partners, joint venturers or associates with one another or to stand in any relationship other than that of Lessor and Lessee, nor shall this Lease be construed to authorize either to act as agent for the other, except as expressly provided herein.

19.15 Waiver. No waiver of any term, covenant, condition, or obligation of this Lease, or any breach thereof, shall be effective unless granted in writing. The waiver by Lessor of any term, covenant, condition or obligation herein contained or any breach hereof shall not be deemed to be a waiver of any other term, covenant, condition or obligation or of any other breach of the same or other term, covenant, condition or obligation herein contained. The subsequent acceptance of rent hereunder by Lessor shall not constitute a waiver of any preceding breach by Lessee, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

19.16 Authority. Lessee shall, at the time of execution of this Lease, deliver to Lessor a certified resolution of its board of directors authorizing the execution of this Lease on

Lessor a certified resolution of its board of directors authorizing the execution of this Lease on behalf of Lessee.

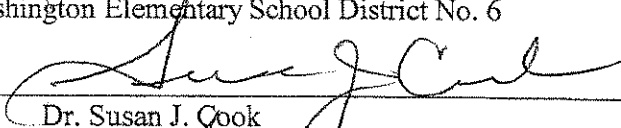
19.17 Conflict of Interest. Lessor and Lessee mutually acknowledge that under state law this Lease is subject to cancellation by Lessor within three (3) years after its execution or renewal, if any conflict of interest exists as more fully set forth in A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first set forth above at Phoenix, Arizona.

LESSOR:

Washington Elementary School District No. 6

By:


Dr. Susan J. Cook

Its:


Superintendent


LESSEE:

VALLEYLIFE

By:

 Cletus A. Thiebeau

Its:


President/CEO

STATE OF ARIZONA)
) ss:
County of Maricopa)

The foregoing instrument was acknowledged before me this 30 day of JUNE, 2010, by SUSAN J. COOK, of Washington Elementary School District No. 6, a political subdivision of the State of Arizona.

Joyce Shiota
Notary Public

My Commission Expires: 9/28/10



JOYCE SHIOTA
Notary Public—Arizona
Maricopa County
Expires 09/28/2010

STATE OF ARIZONA)
) ss:
County of Maricopa)

The foregoing instrument was acknowledged before me this 10th day of June, 2010, by CLERUS A. THIEBEAU, the PRESIDENT/CEO of VALLEYLIFE, on behalf of the corporation.

Olga Seminera
Notary Public

My Commission Expires:
3/15/2014



EXHIBITS

1. Leased Property
2. Inventory of Lessor's Buildings and Equipment
3. Definitions

EXHIBIT 1

Leased Property

LEGAL DESCRIPTION

Parcel #: 158-25-091

Property Address: 1502 W MOUNTAIN VIEW RD, PHOENIX, AZ 85021

Subdivision:

Lot #:

MCR #:

Description: SE4 SE4 NW4 EX S 40' & EX E 40' EX W 7' OF E 40' OF N 105' OF S 490' & EX W 6' EX S 134' TH/OF 8.77 AC

Section Township Range: 30 3N 3E

EXHIBIT 2

Inventory of Lessor's Buildings and Equipment

Lessee leases Service Annex Rooms 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 65, and 66 at 12,600 square feet with an address of 1502 W. Mountain View Road, Phoenix, AZ 85021.

EXHIBIT 3

Definitions

Commencement Date: The date on which Lessor and Lessee shall have executed this Lease.

Default Interest Rate: A floating rate of interest equal to five points above the rate of interest announced from time to time by Bank One in Phoenix, Arizona, or any successor lending institution as its "Prime Rate" of interest, subject to adjustment on a daily basis.

Governmental Approvals: Zoning changes, variances, building permits, licenses and all other licenses, permits, inspections or other similar approvals by any federal, state, county, municipal or other local governmental entity pursuant to any Legal Requirement.

Impositions: All real and personal property taxes, possessory interest taxes, general and special assessments and other charges of every description levied or assessed against the Leased Property and any personal property located upon or within the Leased Property; any transaction, sales, privilege or excise tax levied on Lessor by reason of the rental or any other charge payable by Lessee to Lessor or others hereunder; assessments levied by any taxing authority or district for public improvements or benefits whether or not commenced or completed during the Lease Term but attributable to the Lease Term; water, sewer, electrical, natural gas, telephone, television, communication, and other rents, rates and charges for all public or private utility services at any time rendered to or in connection with the Leased Property or any portion thereof; excises, levies, license fees, permit fees, and other authorization fees; and all other charges (in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen) of every character (including all penalties or interest thereon) which at any time during the Lease Term may be assessed, levied, confirmed or imposed upon or in respect of, or be a lien upon the Leased Property or the pertinent portion thereof or any rent therefrom, or any estate, right or interest therein; provided, however, that Impositions shall not include any municipal, county, state or federal income, franchise, estate, succession, inheritance or transfer taxes of, charged to or chargeable to Lessor.

Insurance Requirements: All terms and provisions of each insurance policy covering or applicable to all or any part of the Leased Property and all requirements of the issuers of all such policies which are applicable to or affect all or any part of the Leased Property or any use or condition thereof, at the time then relevant.

Legal Requirements: All statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal, and other governments, departments, commissions, boards, courts, authorities, officials and officers of every nature and description, (including but not limited to those pertaining to any environmental matters or hazardous or toxic substances) and all covenants, conditions, restrictions or other requirements which may at any time be applicable to the Leased Property or any part thereof. The term "Environmental Law" shall mean any federal, state or local environmental statute, common law duty, regulation, or ordinance now in effect or that may be promulgated in the future, as such statutes, regulations and ordinances may be amended from time to time, that deal with the regulation or protection of the environment, including the ambient

air, ground water, surface water, and land use, including sub-strata land, and including, but not limited to, the following: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001 et seq.; the Arizona Environmental Quality Act, A.R.S. Section 49-101 et seq., including, but not limited to, the Water Quality Assurance Revolving Fund, A.R.S. Section 49-281, et seq., Solid Waste Management Laws, A.R.S. Section 49-701 et seq., Hazardous Waste Disposal Laws, A.R.S. Section 49-901 et seq.; and the Arizona Emergency Planning and Community Right-to-Know Act, A.R.S. Section 26-341 et seq.

Person: Any natural person, political body or subdivision, corporation, business trust, general or limited partnership, or other entity permitted by law to own property in the State of Arizona.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: June 27, 2013 Information
AGENDA ITEM: *Agreement with *Interlingua* to Provide Spanish Classes to MAP Center Students at Sahuaro Elementary School 1st Reading
INITIATED BY: Barbara Post, Administrator for Gifted Services SUBMITTED BY: Barbara Post, Administrator for Gifted Services
PRESENTER AT GOVERNING BOARD MEETING: Barbara Post, Administrator for Gifted Services
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: M&O
Budgeted: Yes

Interlingua of Phoenix, AZ would like to renew an agreement with the Washington Elementary School District No. 6. Under this agreement, *Interlingua* will provide the MAP Center students located at Sahuaro Elementary School with Spanish instruction at a cost of \$6,956.00. Classes will be offered once a week for each of the four classes for a total of 148 lessons. Spanish instructors are professional native Spanish speakers who are thoroughly trained and consistently supervised. Instructors are fingerprinted and background checked through *Interlingua*.

This Agreement has been reviewed by District Legal Counsel.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Agreement with *Interlingua* to provide Spanish classes to students in the MAP Center at Sahuaro Elementary School in an amount not to exceed \$6,956.00 and authorize the Superintendent to execute the necessary documents on behalf of the District.

Superintendent



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

Agenda Item *II.V.



School: Washington School District
Director: Dr. Susan J Cook
Address: 4650 W. Sweetwater
City/State: Glendale, Az. 85304
Phone: (602) 347-2651
Fax: (602) 347-2683

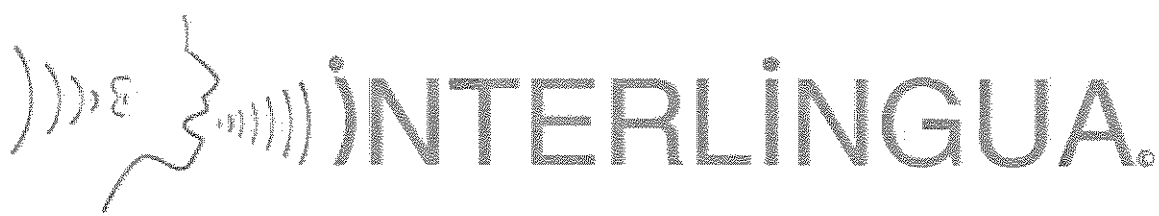
CONTRACT

This contract, made and entered in **Arizona**, on May 29th **2013**, is between **INTERLINGUA** and **Washington School District**.

The parties further convene and agree as follows:

INTERLINGUA, will commit to teach Spanish to **Washington School District's** gifted students at your site. This service will consist of:

- A detailed immersion program that yields excellent results and guarantees your students to be able to develop the basic structures to speak Spanish;
- Professional Spanish speaking instructors, who are thoroughly trained and constantly supervised;
- Simple and clear didactic materials that help students to practice and go over the lessons covered. These materials will help create an active text-book for the students;
- Frequent evaluations that will reflect the students' progress;
- Regular follow-up on each individual student and the development of the class by the teacher;
- The use of the curriculum of **INTERLINGUA** to guarantee your students to have continuity through the years to come in the development of this Spanish program at the school;
- Popular songs, movies, several Latin American guest speakers and games in Spanish that will permit practice, interaction and contact with the authentic Hispanic culture.



INTERLINGUA according with your schedule will develop this program from September 4th 2013 through May 28th, 2014; as follows:

4 Spanish lessons per week to students in the MAP Center program at Sahuaro School, according to your schedule needs. During 37 weeks school calendar a total of 148 lessons

The total price of the courses will be U.S. \$6,956.00 payable in 10 monthly payments of \$695.60 the first five days of each month, starting on Sep. 2013

Note: *The total price of the classes is prorated in 10 fixed payments starting on September 2013 and ending on June 2014.*

It is understood that the full amount of the contract price is deemed earned and payable and non-refundable, provided only that Interlingua is and remains willing and able to perform its obligations hereunder. As an example, not by way of limitation: should client decide to terminate Interlingua's services before all of the contracted services have been performed, there will be no refund or reduction of the contract price.

Washington School District agrees to not hire or subcontract for the same purposes, any **Interlingua LLC** personnel within 3 years of ending this contract.

Yolima Otálora
May 28th, 2013

Dr. Susan J. Cook

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: June 27, 2013 X Information
AGENDA ITEM: *First Reading of Proposed Amended Board Policy JK – Student Discipline 1st 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: BGB; H.B. 2476; A.R.S. 15-843

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

As a result of the enactment of House Bill 2476 (amending A.R.S. §15-843 – Pupil Disciplinary Proceedings), effective for the 2013-2014 school year, ASBA Policy Services has recommended the following revisions to Policy JK – Student Discipline, Regulation JK-R – Student Discipline and Exhibit JK-EA – Student Discipline. The Statute now mandates that disciplinary policies for the confinement of pupils left alone in an enclosed space shall include specific requirements that include the following:

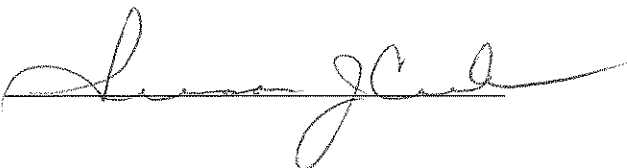
- Prior written parental notification that confinement may be used for disciplinary purposes that is included in the pupil's enrollment packet or admission form. The District's Parent/Student Handbook disciplinary provisions have been revised to provide the notification.
- A requirement to secure written parental consent before confinement is allowed for any pupil in the school district.
- An exemption to prior written parental consent if a school principal or teacher determines that the pupil poses imminent physical harm to self or others.
- The school principal or teacher shall make reasonable attempts to notify the pupil's parent or guardian in writing by the end of the same day that confinement was used.

These recommended changes have been reviewed by District Legal Counsel.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the First Reading of Proposed Amended Board Policy JK – Student Discipline.

Superintendent



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

Agenda Item *II.W.

STUDENT DISCIPLINE

The Superintendent shall recommend policies and develop procedures for the discipline of students that comply with A.R.S. 15-843. These policies and procedures will apply to all students traveling to, attending, and returning from school, and while visiting another school or at a school-sanctioned activity and may be imposed if the student's behavior affects the school order. When suspension or expulsion is involved, notice, hearing, and appeal procedures shall conform to applicable legal requirements.

The discipline, suspension and expulsion of students shall not be based on race, color, religion, gender, national origin or ancestry. A substantial or deliberate failure to comply with the prohibitions against race, color, religion, gender, national origin or ancestry may subject the District to the loss of funds imposed by A.R.S. 15-843.

The principal of each District school shall ensure that a copy of all rules pertaining to discipline, suspension, and—expulsion and the provisions pertaining to confinement of pupils are distributed to each student's parents at the time the student enrolls in school each year.

Temporary Removal

Teachers are authorized to temporarily remove a student from a class. A teacher may temporarily remove a student to the principal, or to a person designated by the school administrator, in accord with:

- Rules established for the referral of students.
- The conditions of A.R.S. 15-841, when applicable.

The Superintendent shall establish such rules as are necessary to implement the temporary removal procedure.

Confinement

Under A.R.S. 15-843, the Superintendent shall ensure that disciplinary policies involving the confinement of pupils left alone in an enclosed space shall include the following:

- A process for prior written parental notification that confinement may be used for disciplinary purposes that is included in the pupil's enrollment packet or admission form.
- A process for written parental consent before confinement is allowed for any pupil in the School District. The policies shall provide for an exemption to prior written parental consent if a school principal or teacher determines that the pupil poses imminent physical harm to self or others. The school principal or teacher shall make reasonable attempts to notify the pupil's parent or guardian in writing by the end of the same day that confinement was used.

Threatened an Educational Institution

Threatened an educational institution means to interfere with or disrupt an educational institution as found in A.R.S. 15-841 and 13-2911. A student who is determined to have threatened an educational institution shall be expelled from school for at least one (1) year except that the District may modify this expulsion requirement for a pupil on a case-by-case basis and may reassign a pupil subject to expulsion to an alternative education program if the pupil participates in mediation, community service, restitution or other programs in which the pupil takes responsibility for the results of the threat. The District may require the student's parent(s) to participate in mediation, community service, restitution or other programs with the student as a condition to the reassignment of the pupil to an alternative education program.

Information concerning a student's disciplinary record will be held in the strictest confidence.

Disciplinary actions taken will be recorded in an administrative log, and all types of suspensions or expulsions will be recorded in a separate file for each student.

Adopted: April 28, 2011

LEGAL REF.: A.R.S. 13-403 et seq.
 13-2911
 15-341
 15-342
 15-841

15-842

15-843

15-844

CROSS REF.: JIC – Student Conduct
 JKA – Corporal Punishment
 JKD – Student Suspension
 JKE – Expulsion of Students

REGULATION**REGULATION****STUDENT DISCIPLINE**

A student may be subject to disciplinary action when the student:

- Engages in conduct that is disorderly, i.e., intentionally causing public inconvenience, annoyance, or alarm, or recklessly creating a risk thereof, by:
 - Fighting or engaging in violent behavior.
 - Making unreasonable noise.
 - Using abusive or obscene language or gestures.
 - Obstructing vehicular or pedestrian traffic.
 - Creating a hazardous or physically offensive condition by any act that serves no legitimate purpose.
- Engages in conduct that is insubordinate, i.e., failing to comply with the lawful directions of a teacher, school administrator, or other school employee in charge of the student.
- Endangers the safety, morals, health, or welfare of others by any act, including but not limited to:
 - Selling, using, or possessing alcohol, drugs, or other controlled substances or drug paraphernalia.
 - Selling, using, or possessing weapons, fireworks, or other dangerous instruments or contraband.
 - Selling, using, or possessing obscene materials.
 - Using profane, vulgar, or abusive language (including ethnic slurs).
 - Gambling.
 - Hazing.
 - Engaging in lewd behavior.
- Engages in any of the following forms of academic misconduct:

REGULATION**REGULATION**

- Lateness for, missing, or leaving school or class without permission or excuse.
- Cheating (including but not limited to copying, using unauthorized help sheets and the like, illegally obtaining tests in advance, substituting for a test-taker, and other forms of unauthorized collusion).
- Plagiarism.
- Engages in conduct violative of the Board's rules and regulations for the maintenance of public order on school property.
- Has a record of excessive absenteeism.
- Is believed to have or actually has committed a crime.

Reasonableness of use of physical force in self-defense, defense of others, and defense of property will be considered as a mitigating factor in determining penalties for misconduct. The threat or use of physical force by a student is not reasonable (i) when made in response to verbal provocation alone, (ii) when assistance from a school staff member is a reasonable alternative, or (iii) when the degree of physical force used is disproportionate to the circumstances or exceeds that necessary to avoid injury to oneself or to others or to preserve property at risk.

Permissible Penalties

The range of penalties that may be imposed for violations of student discipline rules include, but are not limited to, the following:

- Verbal warning.
- Written warning.
- Written notification to parents.
- Probation.
- Detention.
- Suspension from transportation.
- Suspension from intermural and/or intramural athletic participation.

REGULATION**REGULATION**

- Suspension from social or extracurricular activities.
- Suspension of other privileges.
- Exclusion from a particular class.
- **Confinement with implementation of mandatory provisions.**
- In-school suspension/in-school placement.
- Intra-school transfer.
- In-school suspension.
- Involuntary transfer.
- Community service.
- Suspension.
- Alternative to Suspension Program.
- Expulsion.
- Alternative to Expulsion Program.

Depending upon the nature of the violation, student discipline may be progressive, i.e., generally, a student's first violation should merit a lighter penalty than subsequent violations. A District employee or agent should take into account all other relevant factors in determining an appropriate penalty. The above penalties may be imposed either alone or in combination.

Confinement Mandatory Provisions

Prior written consent from a parent/guardian shall be acquired before confinement is used for disciplinary purposes for any pupil in the District, except when a school principal or teacher determines that the pupil poses imminent physical harm to self or others. When confinement is used, the principal or teacher shall make reasonable attempts to notify the pupil's parent or guardian in writing by the end of the same day that confinement was used.

REGULATION**REGULATION****Student Disciplinary Proceeding**

Each school will establish a procedure that at a minimum will provide the principal, or the designee of the school administrator, with documentation of the teacher's reason(s) for the temporary removal of a student from class.

Refusal to readmit per A.R.S. 15-841:

- Upon discussion, by the administrator with the teacher, of disciplinary action implemented in conjunction with a temporary removal in accord with the rules established by the Board, the teacher will be required to state an intent to readmit or refuse to readmit the removed student. If the teacher refuses to readmit the student, the reason shall be written by the teacher, explaining the conditions used to determine the removal, and shall be provided to the administrator by the next business day following the temporary removal:
- Either of the following conditions must exist for a temporary removal per A.R.S. 15-841.
 - The teacher has documented that the pupil has repeatedly interfered with the teacher's ability to communicate effectively with the other pupils in the class or with the ability of the other pupils to learn.
 - The teacher has determined that the pupil's behavior is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to communicate effectively with the other pupils in the classroom or with the ability of the other pupils to learn.
- The matter will be referred to the school placement review committee (SPRC) constituted in accord with statute if the conditions are consistent with those stated in A.R.S. 15-841. Within three (3) business days following the date of temporary removal, the SPRC shall determine to either place the student in a new class or return the student to the existing class if that is the best or only practicable alternative.
- If the student is qualified for educational services under the Individuals with Disabilities Education Act (IDEA), any change in the student's individualized education program (IEP) shall be determined by the IEP team in accord with federal regulations.

Any teacher, administrator, Board member, parent, or other person may report a violation of student disciplinary rules to an administrator. The administrator will then make an

REGULATION**REGULATION**

investigation of the charges as deemed appropriate and will institute appropriate proceedings.

This information for the maintenance of public order on school property will be publicized and explained to all students and provided in writing to parents as requested. In order to promote effectiveness of student discipline, the assistance of parents in enforcing rules for student discipline shall be invited and encouraged.

Involving Staff Members

The principal is responsible for involving staff members of the school in the development of a positive plan for student discipline. All staff members are responsible for implementing the plan of student discipline for the school.

EXHIBIT**EXHIBIT****STUDENT DISCIPLINE**

Each principal shall establish and retain complete records of student disciplinary actions and procedures. Records regarding student disciplinary actions shall be retained for at least two (2) years after last attendance date.

The accounting for students subject to disciplinary action on discipline record card shall contain an entry of:

- The full name of the student.
- The racial/ethnic and sex designations of the student.
- The time, place, and date of the offense or offenses, or observed behavior
- Descriptions and dates of other offenses or observed behaviors if not previously reported.
- The names of witnesses or others involved.
- Specific measures taken by person or persons reporting the offense or offenses to effect an adjustment, including the specialized help secured before referral, such as conferences with parents, conferences with the principal, and conferences with other school personnel.
- The name and title of the person or persons reporting the offense or offenses.
- The alternatives, if any, that were considered prior to the imposition of the disciplinary action taken by the principal.
- The final disposition of the case.
- The name and title of the person or persons imposing the action or actions.

The kinds of disciplinary actions for which an accounting should be kept shall include, but not be limited to:

- Suspensions and/or expulsion.
- Corporal punishment

EXHIBIT**EXHIBIT**

- Placement in work room or detention (for disciplinary reasons).
- Transfer to another school (for disciplinary reasons).
- **Confinement with implementation of mandatory provisions.**
- Referrals of cases to police and juvenile authorities.
- Others as required.

The school principal shall have the responsibility of maintaining the necessary discipline records to include:

- Discipline record card (each reported incident). Student discipline list (cumulative).
- Log of corporal punishments (each incident).
- Summary of corporal punishments: monthly report, retained by the principal; yearly summary, copy to the District office.
- Log of suspensions (cumulative).
- Summary of suspensions: monthly report, retained by the principal; yearly summary, copy to the District office.
- **Log of confinement with implementation of mandatory provisions.**
- **Summary of confinement with implementation of mandatory provisions; monthly report, retained by the principal; yearly summary, copy to the District office.**
- Log of expulsions and referrals to courts (cumulative).
- Log of Governing Board expulsions (each incident).

EXHIBIT**EXHIBIT**

- Summary of expulsions: monthly report, retained by the principal; yearly summary, copy to the District office.
- Log of student withdrawals (cumulative).
- Summary of withdrawals: monthly report, retained by the principal; yearly summary, copy to the District office.
- Log of dropouts (cumulative): use only W5's as dropouts; use of this form is optional.

All monthly summary forms shall be completed at the close of each attendance month.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
X Discussion
FROM: Dr. Susan J. Cook, Superintendent Information
 1st Reading
DATE: June 27, 2013
AGENDA ITEM: To Consider and, if Deemed Advisable, Adopt a Resolution to Authorize the Sale of Tax Anticipation Notes by the District
INITIATED BY: Cathy Thompson, Director of Business Services SUBMITTED BY: Cathy Thompson, Director of Business Services
PRESENTER AT GOVERNING BOARD MEETING: Bill Davis, Piper Jaffray and Company
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

Each year, cash flow shortages occur due to differences in timing between the receipt of State funds and District expenditure patterns. When this occurs, the Maricopa County Treasurer's office "registers warrants", which means the County covers the cash flow shortage and the District pays the interest associated with short-term borrowing. Beginning in 1990-1991, the District began participation in a "Tax Anticipation Note Program" (TANS) in lieu of registering warrants, and did not participate for several years. During the last few years, the ability to manage cash flow for the District has been limited due to the rollover of payments from the State of Arizona. The rollovers have resulted in several months each fiscal year in which state aid payments are not received and postponed until after the fiscal year ends.

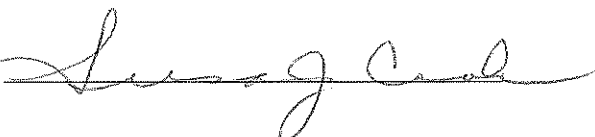
The TANS program allows a district to sell notes early in the year, invest the proceeds and generate interest income on the notes and the note issuance costs. The benefit of the program is that the amount budgeted for interest expense is reduced or eliminated.

Guidelines for the 2013-2014 fiscal year will allow for a direct purchase of district notes by the County Treasurer. The firm of Piper Jaffray worked successfully with the treasurer's office this year to get a statutory amendment approved to permit the Treasurer to purchase district notes.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board authorize the sale of tax anticipation notes by the District and the execution of all documents related to the sale.

Superintendent



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

Agenda Item III.A.

**To Consider And, If Deemed Advisable, Adopt A Resolution To Authorize The Sale Of Tax Anticipation Notes
By The District**

June 27, 2013

Page 2

With the direct purchase, note program costs will be reduced significantly with the elimination of ratings fees and printing costs and a reduction in legal and underwriting expenses. Additionally, the Treasurer will be purchasing the notes on a taxable basis which eliminates most of the federal tax law requirements relating to spend down and arbitrage rebate.

In summary, the direct purchase will permit a much more efficient, cost effective program for participating districts. The interest rate will be well below the line of credit interest cost and should allow for some positive arbitrage earnings while the dollars are held in District accounts.

A resolution is attached that authorizes the sale of tax anticipation notes by the District. The terms of the resolution also approve a form of Intergovernmental Agreement with the Maricopa County Treasurer, a Trust Agreement and two Certificate Purchase Agreements.

RESOLUTION

RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAX ANTICIPATION NOTES; DETERMINING THE FORM OF THE NOTES; PROVIDING FOR THE EXECUTION OF SAID NOTES; PLEDGING TAXES TO THE REPAYMENT OF THE NOTES; MAKING CERTAIN COVENANTS; SETTING FORTH THE PROCEDURE FOR THE ISSUANCE OF THE NOTES AND THE APPLICATION OF THE PROCEEDS THEREOF; AUTHORIZING THE SALE OF THE NOTES TO MARICOPA COUNTY TREASURER; MAKING, IF APPLICABLE, CERTAIN TAX COVENANTS.

WHEREAS, school districts are authorized by Arizona Revised Statutes, Title 35, Chapter 3, Article 3.1, after the school district has adopted a budget for the current fiscal year, to borrow money by the issuance of tax anticipation notes; and

WHEREAS, the governing board of this school district (the "District") hereby ascertains that the Taxes (as defined herein) to be received by the District will not be received in time to pay the District's projected expenses (as will be set forth in the budget and as such expenses will become due); and

WHEREAS, the maximum principal amount of such tax anticipation notes issued by the District for the fiscal year shall not exceed ninety percent of the aggregate of all uncollected Taxes estimated to be received by the District for the fiscal year as shown in the current budget; and

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for the Fiscal Year (as defined herein); and

WHEREAS, the District has determined that it is in the best interests of the District, after the adoption of its budget, to sell its tax anticipation notes in one or more series (the "Notes"); and

WHEREAS, the District has determined that it is in the best interests of the District, after the adoption of its budget, to sell to the Maricopa County Treasurer (the "Treasurer") the Notes, in one or more series, (the "Treasurer Notes"), such Treasurer Notes shall bear taxable interest; and

WHEREAS, the District approves the sale of the District's Notes to the Treasurer; and

WHEREAS, the Governing Board has been presented with a form of a Tax Anticipation Note Purchase Agreement for the Treasurer Notes, (the "Purchase Agreement") pursuant to which the Notes will be sold to the Treasurer.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6 OF MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

Section 1. **Definitions.** As used herein the following terms shall have the meanings indicated unless the context otherwise requires:

“Budget” means the officially adopted budget of the District for the Fiscal Year.

“County” means Maricopa County, Arizona.

“District” means Washington Elementary School District No. 6 of Maricopa County, Arizona.

“District Representative” means the President, any member of this board, the Superintendent or the Business Services Director of the District.

“Fiscal Year” means the fiscal year commencing on July 1, 2013, and ending on June 30, 2014.

“General Funds” means the funds or accounts of the District used for payment of District expenses for maintenance and operation or capital outlay.

“Investments” shall mean any investments which the District may lawfully make with Proceeds or Taxes pursuant to the Arizona Revised Statutes, as amended. Note Proceeds shall be invested pursuant to A.R.S. § 35-465.05. Taxes deposited into the Repayment Fund created pursuant to Section 15 or 16 of this resolution, or any account of such Repayment Fund, shall be invested pursuant to the public investment laws of the State pertaining to school districts.

“Notes” means the tax anticipation notes authorized by this resolution and issued pursuant to Title 35, Chapter 3, Article 3.1.

“Proceeds” means an amount equal to the actual amount of cash received by the District from the issuance of the Notes plus all earnings on such amount.

“Purchase Agreement” means the Tax Anticipation Note Purchase Agreement to be entered into between the District and the Treasurer.

“Repayment Fund” means the fund of that name, and any segregated account thereof, created by the Treasurer pursuant to this resolution to collect and hold Taxes and any investment earnings thereon, for payment of principal and interest on the Notes.

“Series Note Schedule” means, for each series of Notes issued pursuant to this resolution, the schedule or exhibit to the Purchase Agreement or other documents setting forth information with respect to such series as required under Section 6 of this resolution.

“Taxes” means: (1) ad valorem taxes levied or to be levied in the Fiscal Year by the District; (2) if applicable, sales taxes and transaction privilege taxes levied by the District; and (3) all amounts returned to the District by the State; but shall not include taxes levied for debt service on any bond of the District or any sales or transaction privilege taxes which by law or contract must be used by the District for specific purposes.

“Treasurer” means the Maricopa County Treasurer, the ex officio treasurer of the District.

“Treasurer Notes” means Notes, bearing taxable interest, sold to and owned by the Treasurer, or any other entity for which the Treasurer acts as Treasurer.

Section 2. Findings and Determinations. The Governing Board of the District finds and determines that it reasonably expects:

(1) That the Budget has been adopted by the District for the Fiscal Year, or will be adopted prior to the issuance of the Notes;

(2) That Taxes to be received by the District will not be received in time to pay the District’s projected expenses for the Fiscal Year as they become due;

(3) If Notes are not issued, the District will be required to register its warrants or, if applicable, access a line of credit to pay its budgeted expenses due to the anticipated timing of receipt of Taxes; and

(4) That through the issuance and sale of the Notes, the District may pay its expenses on a timely basis.

Section 3. Authorization of Notes. Pursuant to Title 35, Chapter 3, Article 3.1, Arizona Revised Statutes, and for the purpose of providing funds to pay the District’s budgeted General Funds expenditures during the Fiscal Year, the Governing Board of the District hereby authorizes that a sum, not to exceed the lesser of: (a) Twelve Million and No/100 Dollars (\$12,000,000.00); or (b) ninety percent (90%) of the aggregate of all uncollected Taxes estimated to be received by the District in the Fiscal Year as shown by the Budget, be borrowed for such purpose during the Fiscal Year, such borrowing to be evidenced by the issuance of Notes, for the Fiscal Year. The Notes shall be sold in one or more series. The Notes shall be designated Washington Elementary School District No. 6 of Maricopa County, Arizona, Tax Anticipation Notes, Series 2013, and shall contain additional identification to distinguish Notes issued at different times. The Notes will: (a) be issued and sold to the Treasurer, (b) be payable on the date set forth in the Series Note Schedule, but in no event later than July 30, 2014, (c) be issued in denominations of not less than \$100,000 or any \$5,000 integral multiple in excess thereof, (d) bear interest from the date of issue to maturity at a rate or rates not to exceed nine percent (9%) per annum computed on the basis of a 360-day year consisting of twelve 30-day months on the unpaid balance, and (e) be dated the date of initial issuance which date shall be on or after July 1, 2013. Payment of the Notes or interest thereon will not be enforceable out of any

funds or from any moneys of the District other than uncollected Taxes to be credited to the District for the Fiscal Year.

Section 4. Sale of the Notes. The Notes shall be sold in one or more series pursuant to a Purchase Agreement. The Purchase Agreement in substantially the form presented to the meeting with such modifications, amendment, additions and deletions as the District Representative executing the document shall approve, is hereby approved. Any District Representative is hereby authorized to approve, execute and deliver the Purchase Agreement. Execution of the Purchase Agreement by such District Representative shall constitute conclusive evidence of such determination and approval of the form and terms thereof.

Section 5. Intergovernmental Agreement. The Intergovernmental Agreement by and between the District and the Treasurer (the "IGA"), in substantially the form presented to the meeting with such modifications, amendments, additions and deletions as the District Representative shall approve, is hereby approved. Any District Representative is hereby authorized and directed to approve, execute and deliver the IGA. Execution of the IGA by the District Representative shall constitute conclusive evidence of approval of such modifications, amendments, additions and deletions.

Section 6. Series Note Schedule. The District Representative is hereby authorized to approve, execute and deliver the Series Note Schedule which sets forth: (i) the principal amount of the Notes of such series; (ii) the interest rate on the Notes of such series; (iii) the dates and the amount of Taxes to be deposited on such dates to the account of the Repayment Fund for such Notes; and (iv) the maturity date of the Notes.

Such Series Note Schedule shall be executed and delivered when a District Representative determines that the sale of the Notes is within the parameters of this resolution and in the best interests of the District. The Purchase Agreement shall not be deemed fully executed and delivered for purposes of binding the District to issue and sell the Notes until the Series Note Schedule has been executed and delivered. Execution of the Series Note Schedule by any District Representative shall constitute conclusive evidence of approval of the terms set forth therein.

Upon full execution and delivery of the Purchase Agreement and execution of the Series Note Schedule, the Treasurer is hereby authorized and directed to cause the Notes of such series to be delivered to the Treasurer upon receipt of payment therefore and satisfaction of the other conditions for delivery thereof in accordance with the terms of the sale.

Section 7. Initial Sale of Notes and Transfer of Treasurer Notes. Initially, there shall be one series of Notes in a principal amount not to exceed Twelve Million and No/100 Dollars (\$12,000,000.00), designated Washington Elementary School District No. 6 of Maricopa County, Arizona, Tax Anticipation Notes, Series 2013, sold to the Treasurer, pursuant to a Purchase Agreement and a Series Note Schedule.

Treasurer Notes shall be nontransferable except to sophisticated, institutional investors described in and permitted by the terms of the IGA.

Section 8. **Subsequent Sales.** After the initial sale of Notes, the District may sell any remaining principal amount of the Notes authorized by this resolution; provided however, if the initial sale of Notes consisted of Treasurer Notes all subsequent sales of Notes pursuant to this resolution shall be Treasurer Notes. The remaining Notes will be sold pursuant to one or more additional Purchase Agreements and Series Note Schedules without further action of this Board. Any later series of Notes shall be designated with a series letter designation to distinguish each series from every other series and may conform to any changes in law in effect at the time of their issuance, including but not limited to such matters as the amount that may be issued, the date of final maturity, and the method of pledging Taxes to the payment of said Notes.

Section 9. **Countersignature of Treasurer.** Each time the District shall issue a series of Notes pursuant to this resolution, the Treasurer will countersign the Notes so issued and insert the amount so borrowed on the face thereof.

Section 10. **Prior Redemption.** The Notes herein authorized shall not be subject to redemption prior to their definite maturity date.

Section 11. **Effect of Issuance.** When issued and sold, the Notes will obligate the District to pay the principal amount outstanding on the Notes plus interest from the date of issue to the maturity date. Repayment of a part of the outstanding Notes will not serve to discharge this resolution. This resolution shall remain in full force and effect until all Notes hereafter issued under authority of this resolution are fully paid. The Treasurer is authorized to receive all Proceeds from the sale of the Notes and to pay principal on the Notes and interest accruing thereon at maturity but only from the sources herein provided. The Treasurer is ordered and directed to cause payment of the principal amount of the Notes and interest thereon by timely depositing the necessary amounts of Taxes to the account of the Repayment Fund for such Notes as required by the applicable Series Note Schedule. No additional amounts may be borrowed for the Fiscal year by issuance of the Notes after June 30, 2014.

Section 12. **Payment; Depository.** The principal and interest on the Notes herein authorized shall be payable by the Treasurer from Taxes and any other amounts in the Repayment Fund. The Treasurer is hereby authorized to pay the principal and interest on the Notes as the same matures. Notwithstanding any other provisions of this resolution, so long as the Treasurer Notes are owned by the Treasurer, or any other entity for which the Treasurer acts as Treasurer, the Treasurer may without notice to the District set off any amount of interest that has come due or principal that has matured, from the Taxes.

Principal and interest on the Notes shall be payable when due to the person in whose name such Note is registered ten (10) days preceding the maturity date ("Record Date"). Payment of principal and interest on the Notes will be made by wire transfer on the maturity date to the registered owners as shown on the Record Date to a wire transfer address in the United States specified by the owner. No document of any nature whatsoever need be surrendered as a condition to payment of the principal and interest on the Notes.

Section 13. Execution of Notes; Registration. The Notes shall be in registered form and the Treasurer shall act as the registrar. The fully registered Notes will be executed for and on behalf of the District by the President of the Governing Board and countersigned by the Treasurer. The signature of the President may be by facsimile. Any District Representative is authorized and directed to sign such certificates and give such assurances on behalf of the District as may be necessary to effectively market the Notes. The Treasurer Notes will be registered in the name of the Treasurer.

Execution of a Note in connection with the initial offer and sale of such Note will constitute a certification and representation on the part of the District to the effect that (a) no litigation is pending which contests the issuance of the Notes or borrowing of moneys evidenced by said Note as authorized by this resolution, (b) the District has complied with all covenants and conditions set forth in this resolution which are required to be complied with prior to the initial issuance, and (c) the principal amount and other terms of such Note are in compliance with the applicable provisions set forth in this resolution.

Section 14. Form of Notes. The fully registered Notes will be in substantially the form set forth in Exhibit A attached hereto and incorporated by reference herein, allowing those executing the Notes to make the insertions and deletions necessary to conform the Notes to this resolution and the terms of the Purchase Agreement.

Section 15. Creation of a Repayment Fund; Payment of Notes. Upon the issuance of any series of Notes pursuant to this resolution, the Treasurer shall create a special fund to be known as the Washington Elementary School District No. 6 Tax Anticipation Notes, Series 2013 Principal and Interest Repayment Fund, together with accounts thereof identified as necessary to distinguish Notes issued at different times (the "Repayment Fund"). Such Repayment Fund, and the separate accounts therein, if any, established pursuant to Section 16 for subsequent series of Notes issued pursuant to this resolution, shall be maintained until such time as moneys in the Repayment Fund are sufficient to pay when due all principal and interest on the applicable series of Notes and until the Notes have been paid. All moneys in the Repayment Fund shall be used to pay principal and interest on the Notes and for no other purpose so long as any principal or interest remains outstanding. All moneys deposited to the Repayment Fund may be invested in Investments. All such Investments shall be deemed to be a part of the Repayment Fund. All investment income thereon shall be retained in the Repayment Fund until all principal and interest is paid on the Notes.

Section 16. Pledge of Taxes. All Taxes deposited to and other moneys in the Repayment Fund are hereby irrevocably pledged to the payment of principal of and interest on the applicable series of Notes. The Notes are hereby secured by a prior and paramount lien on, and pledge of, all moneys in the Repayment Fund.

Taxes shall be collected and deposited by the Treasurer to the Repayment Fund in the amounts and on the dates set forth on the Series Note Schedule. In the event additional series of Notes are sold pursuant to this resolution, Taxes for each series of Notes may be segregated and deposited to the Repayment Fund in the amount and on the dates set forth in the Series Note Schedule for such series of Notes and Taxes collected and deposited in the Repayment Fund

shall be held in segregated accounts within the Repayment Fund and pledged to the payment of the respective series of Notes in accordance with A.R.S. § 35-465.04. Any Notes issued pursuant to this resolution shall establish deposit dates for Taxes to the Repayment Fund on the same dates as the corresponding deposit dates set forth on any Series Note Schedule for any other series of previously issued Notes. Any tax anticipation notes ("Subsequent Notes") issued pursuant to a subsequent resolution may establish deposit dates for Taxes to a segregated account of the Repayment Fund or other similar fund for the benefit of the Subsequent Notes (a "Subsequent Note Repayment Fund"); provided that such dates shall be on the corresponding deposit dates set forth on any Series Note Schedule for any other series of Notes previously issued pursuant to this resolution. All moneys held in any segregated account of the Repayment Fund are pledged to the payment of the respective series of Notes in accordance with A.R.S. § 35-465.04 and shall be used solely for the payment of principal and interest on the respective series of Notes and shall not be available to pay any Note which is not a Note of the respective series.

If Taxes are insufficient to meet the amount to be deposited on any deposit date, as required by any Series Note Schedule, the Treasurer shall continue to deposit all Taxes as received to the Repayment Fund until the insufficiency is cured. In addition, whenever such an insufficiency occurs, the Treasurer immediately shall transfer any Taxes then in any General Funds to the Repayment Fund to the extent needed to cure the insufficiency. If an insufficiency in the Repayment Fund exists, no deposits of Taxes shall be made to any General Funds until the full amount to be deposited to the Repayment Fund for such period has been so deposited.

From and after any deposit date, no registered warrants of the District shall be redeemed and no deposits to a Subsequent Note Repayment Fund shall be made until the full amount required to be deposited to the Repayment Fund on such future deposit dates for all series of Notes issued pursuant to this resolution has been so deposited. Deposits of Taxes to the Repayment Fund pledged to the payment of the Notes shall have priority over payment of any registered warrants payable from any General Funds and scheduled deposits to a Subsequent Note Repayment Fund until the amount on deposit in the Repayment Fund equals the amount required to be deposited therein.

When no principal or interest is outstanding on the Notes, all moneys in the Repayment Fund not needed to pay any outstanding and unpaid Notes will be transferred without further action or direction by the District to any General Funds.

Section 17. **Proceeds.** Proceeds shall be paid into the County Treasury and deposited to the credit of the District into a special fund to be known as the Washington Elementary School District No. 6 Note Proceeds Fund (the "Proceeds Fund"). The Proceeds and investment income thereon shall be used to defray the expenses of the District payable from General Funds as set forth in the Budget. The Treasurer is authorized to transfer or expend any moneys in the Proceeds Fund for any General Fund purpose set forth in the Budget. No further authorization need be given for expenditure of Proceeds other than would normally be given for expenditures from the respective General Fund from which payment is to be made. All moneys in the Proceeds Fund shall be invested in Investments and all such Investments and the income thereon shall be deemed to be a part of the Proceeds Fund.

Section 18. **Ratification of Actions.** All actions of the officers and agents of the District which conform to the purposes and intent of this resolution and which further the issuance and sale of the Notes as contemplated by this resolution whether heretofore or hereafter taken are hereby ratified, confirmed and approved. The proper officers and agents of the District are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the District as may be necessary to carry out the terms and intent of this resolution.

Section 19. **Severability Provision.** It is the intention hereof to confer upon the District, any District Representative and the Treasurer the whole of the powers provided for in the statutes authorizing the issuance of the Notes and if any one or more sections, clauses, sentences and parts hereof shall for any reason be questioned in any court of competent jurisdiction and shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions hereof, or any Note issued pursuant hereto but shall be confined to the specific sections, clauses, sentences and parts so determined. All prior resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

Section 20. **Effective Date.** The provisions of this resolution shall be effective as of the date of adoption.

PASSED, ADOPTED AND APPROVED by the Governing Board of Washington Elementary School District No. 6 of Maricopa County, Arizona, on June 27, 2013.

President, Governing Board

EXHIBIT A

**UNITED STATES OF AMERICA
STATE OF ARIZONA**

**WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6
OF MARICOPA COUNTY, ARIZONA
TAX ANTICIPATION NOTE
SERIES 2013**

<u>Interest Rate</u>	<u>Date</u>	<u>Denomination</u>
%	_____, 2013	\$12,000,000

REGISTERED OWNER: MARICOPA COUNTY TREASURER

WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6 of Maricopa County, Arizona (the "District") promises to pay to the registered owner hereof, or registered assigns, on the ____ day of _____, 2014, the sum of TWELVE MILLION AND 00/100 DOLLARS (\$12,000,000.00) plus interest thereon at the rate per annum shown above from the date shown above computed on the basis of a 360-year consisting of twelve 30-day months. Principal and interest on this note shall be payable by wire transfer on the date due to the person in whose name this note is registered at the close of business ten days preceding the maturity date (the "Record Date"). The District shall pay no money hereon except moneys received from or derived from Taxes as described in the resolution of the Governing Board of the District authorizing issuance hereof which otherwise would be paid into the appropriate General Funds of the District, all as is more fully set forth in the resolution adopted by the Governing Board of the District authorizing the issuance of this note. Both principal of and interest on this note shall be payable in any coin or currency of the United States of America which on the maturity date is legal tender for the payment of public and private debts. This note need not be surrendered as a condition to payment of the principal and interest thereon.

Payment of this note or interest thereon will not be enforceable out of any funds other than uncollected Taxes (as defined in the resolution authorizing the issuance of this note) which are hereafter received by the District and deposited to the segregated account of the Repayment Fund created in such resolution for repayment of this note and all other notes of this series.

This note is not payable or subject to redemption prior to maturity.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Arizona to happen, exist and be performed precedent to and

in the issuance of this note have happened, exist and have been performed as so required and that the aggregate principal amount of notes issued in the Fiscal Year does not exceed ninety percent (90%) of uncollected Taxes of the District as shown in its current Budget.

IN WITNESS WHEREOF, the District has caused this note to be signed by the President of its Governing Board and countersigned by the Treasurer of Maricopa County, Arizona, the signature of said President may be a facsimile signature.

This note is not valid or binding upon the District without the manually affixed countersignature of the Treasurer of Maricopa County, Arizona.

**WASHINGTON ELEMENTARY SCHOOL
DISTRICT NO. 6 OF MARICOPA
COUNTY, ARIZONA**

President, Governing Board

COUNTERSIGNED:

Treasurer, Maricopa County, Arizona

CERTIFICATE OF REGISTRATION

This note is registered in the name of the above-named registered owner as to principal and interest in the office of the Treasurer of Maricopa County, Arizona.

Treasurer, Maricopa County, Arizona

\$12,000,000
WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6
OF MARICOPA COUNTY, ARIZONA
TAX ANTICIPATION NOTES
SERIES 2013

TAX ANTICIPATION NOTE PURCHASE AGREEMENT

_____, 2013

Governing Board of Washington Elementary School
District No. 6 of Maricopa County, Arizona
4650 West Sweetwater
Glendale, Arizona 85304

Ladies and Gentlemen:

The undersigned, on behalf of the Maricopa County Treasurer, Maricopa County, Arizona (the "Purchaser"), acting on its own behalf and not acting as fiduciary or agent for you, offers to enter into this Tax Anticipation Note Purchase Agreement (the "Agreement") with Washington Elementary School District No. 6 of Maricopa County, Arizona (the "Issuer") which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Purchaser. This offer is made subject to the Issuer's written acceptance hereof on or before 11:59 p.m. on _____, 2013, and, if not so accepted, will be subject to withdrawal by the Purchaser upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Resolution (as defined herein).

1. **Purchase and Sale of the Notes.** Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein and any certificates or other documents to be delivered to the Purchaser pursuant to this Agreement, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Purchaser, all, but not less than all, of the Issuer's \$12,000,000 aggregate principal amount of Tax Anticipation Notes, Series 2013, (the "Notes"). Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer understands, and hereby confirms, that the Purchaser is not acting as a fiduciary of the Issuer, but rather is acting solely in its capacity as Purchaser for its own account. The Purchaser has been duly authorized to execute this Agreement and to act hereunder.

The principal amount of the Notes to be issued, the dated date therefor, dates for Taxes (as defined in the Resolution) into the Repayment Fund, the interest rate per annum and the price or yield are set forth in the Series Note Schedule hereto. The Notes shall be as described in, and shall be issued pursuant to the provisions of, the resolution adopted by the Issuer on June 27, 2013 (the "Resolution").

The purchase price for the Notes shall be \$ _____ (the "Purchase Price"). The Purchaser shall also be reimbursed for its expenses, if any as set forth in paragraph 7 hereof.

2. **IGA; Filing with Department of Revenue.**

At the time of acceptance hereof by the Issuer, the Issuer agrees it shall enter into a written agreement with the Purchaser in substantially the form attached hereto and marked *Exhibit A* (the "IGA").

The Issuer shall file the information required to be submitted to the Arizona Department of Revenue pursuant to A.R.S. Section 35-501(B) within sixty (60) days of the date of the Closing.

3. **Representations, Warranties, and Covenants of the Issuer.** The Undersigned, on behalf of the Issuer, but not individually, represents and warrants to and covenants with the Purchaser that:

(a) The Issuer is a school district of the State of Arizona (the "State") created, organized and existing under the Constitution of the State and the laws of the State, and has full legal right, power and authority, and at the date of the Closing will have full legal right, power and authority (i) to enter into, execute and deliver, as applicable, this Agreement, the Resolution and the IGA concerning the Notes (collectively hereinafter referred to as the "Issuer Documents"), and all documents required hereunder and thereunder to be executed and delivered by the Issuer, (ii) to sell, issue and deliver the Notes to the Purchaser as provided herein, and (iii) to carry out and consummate the transactions contemplated by the Issuer Documents and the Issuer has complied, and will at the Closing be in compliance in all material respects, with the terms of the Issuer Documents as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Resolution and the issuance and sale of the Notes, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, as applicable, contained in the Notes and the Issuer Documents, and (iii) the President of the Governing Board to approve the consummation by it of all other transactions contemplated by the Issuer Documents;

(c) The Issuer Documents constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Notes, when issued, executed, authenticated, delivered and paid for, in accordance with the Resolution and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Constitution and laws of the State and the Resolution and are secured and payable by Taxes, as such term is defined in the Resolution;

(d) The Issuer is not in material breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Notes, the Issuer Documents and the adoption of the Resolution and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a material breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or to which any of its property or assets are otherwise subject nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature

whatsoever upon any of the property or assets of the Issuer from which the Notes are payable or under the terms of any such law, regulation or instrument, except as provided by the Notes and the Resolution;

(e) The Issuer has made all required filings with, and has obtained all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents, and the Notes, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Notes;

(f) There is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer after due inquiry, threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Notes or the collection of taxes for the payment of principal of and interest on the Notes, or in any way contesting or affecting the validity or enforceability of the Notes or the Issuer Documents;

(g) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Notes as provided in and subject to all of the terms and provisions of the Resolution;

(j) The Issuer will furnish such information about the District and execute such instruments and take such action in cooperation with the Purchaser as the Purchaser may reasonably request to consummate the purchase of the Notes; and

(k) The financial statements of, and other financial information regarding the Issuer fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth; prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer, and the Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer.

4. **Closing.**

(a) At 8:00 a.m. on _____, 2013, or at such other time and date as shall have been mutually agreed upon by the Issuer and the Purchaser (the "Closing"), the Issuer will, subject to the terms and conditions hereof, deliver the Notes to the Purchaser duly executed and authenticated, together with the other documents hereinafter mentioned, and the Purchaser will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Notes as set forth in Section 1 of this Agreement by wire transfer or other funds which are immediately available funds to the order of the Issuer.

(b) The Notes shall be delivered as provided in the Resolution. Delivery of the Notes will be made with the Registrar.

5. **Closing Conditions.** The Purchaser has entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Purchaser's obligations under this Agreement to purchase, to accept delivery of and to pay for the Notes shall be conditioned upon the

performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Purchaser:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Issuer Documents and the Notes shall be in full force and effect in the form heretofore approved by the Purchaser and shall not have been amended, modified or supplemented; and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Special Counsel to deliver its opinion referred to hereafter;

(d) At the time of the Closing, all official action of the Issuer relating to the Notes and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented;

(e) At or prior to the Closing, the Resolution shall have been duly executed and delivered by the Issuer and the Issuer shall have duly executed and delivered and the Registrar shall have duly authenticated the Notes;

(f) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, that in the judgment of the Purchaser, is material and adverse;

(g) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(h) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in legal form and effect to the Purchaser;

(i) At or prior to the Closing, the Purchaser shall have received copies of each of the following documents:

(1) The Resolution with such supplements or amendments as may have been agreed to by the Purchaser;

(2) The IGA executed on behalf of the Issuer by the President of the Governing Board or such other official as may have been agreed to by the Purchaser;

(3) The approving opinion of Special Counsel with respect to the Notes;

(4) The opinion of Special Counsel shall also state, substantially to the effect that:

(i) the Notes and Issuer Documents have been duly authorized, executed and delivered by the Issuer and (assuming due authorization and execution by

the other parties thereto) are legal, valid and binding obligations of the respective parties, enforceable in accordance with their terms, subject to customary exceptions for bankruptcy and judicial discretion; and

- (ii) the IGA has been duly authorized, executed and delivered by the Issuer and, subject to appropriation to provide for the costs of compliance therewith, is a legal, valid and binding obligation of the Issuer, enforceable in accordance with its terms; subject to customary exceptions;
- (6) A certificate, dated the date of Closing, of an appropriate representative of the Issuer to the effect that to the best of their knowledge (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) no litigation or proceeding or tax challenge against it is pending or, to its knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Notes or the Issuer Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting revenues, including payments on the Notes, pursuant to the Resolution, and other income or the levy or collection of the taxes pledged or to be pledged to pay the principal of and interest on the Notes, or the pledge thereof; (iii) the Resolution has been duly adopted by the Issuer, is in full force and effect and has not been modified, amended or repealed,
- (7) Any other certificates and opinions required by the Resolution for the issuance thereunder of the Notes;
- (8) Such additional legal opinions, certificates, instruments and other documents as the Purchaser or counsel to the Purchaser may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's representations and warranties contained herein and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere herein shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Purchaser.

6. **Termination.** The Purchaser shall have the right to cancel its obligation to purchase the Notes if, between the date of this Agreement and the Closing, in the sole judgment of the Purchaser, by the occurrence of any of the following:

(a) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the validity or enforceability of the assessments or the levy of taxes to pay principal of and interest on the Notes;

(b) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Issuer;

(c) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise;

(d) the purchase of and payment for the Notes by the Purchaser, or the resale of the Notes by the Purchaser, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

7. **Expenses.**

(a) The Purchaser shall be under no obligation to pay, and the Issuer shall pay, but only from the proceeds of the sale of the Notes, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the fees and disbursements of Special Counsel; (ii) the initial fees and disbursements of the Registrar for the Notes, provided, however, that the Issuer shall be responsible for all other fees and disbursements of the Registrar for the Notes; (iii) fees and expenses incurred by the Issuer or the Purchaser for any rating on the Notes; (iv) the fees and disbursements of Piper Jaffray & Co., as financial consultant; and (v) reasonable miscellaneous, normally occurring, "out-of-pocket" expenses incurred by the Purchaser in connection with the issuance of the Notes. The Issuer authorizes the Treasurer to create a separate account for payment of such expenses to be funded with \$_____, representing premium with respect to the Notes.

(b) If this Agreement shall be terminated by the Purchaser because of any failure or refusal on the part of the Issuer to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Issuer shall be unable to perform its obligations under this Agreement, the Issuer will reimburse the Purchaser for all out-of-pocket expenses (including the fees and disbursements of counsel to the Purchaser) reasonably incurred by the Purchaser in connection with this Agreement or the offering contemplated hereunder.

8. **Cancellation.** To the extent applicable by provision of law, all parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511, as amended, the provisions of which are incorporated herein.

9. **Notices.** Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing at Washington Elementary School District No. 6, Attention: Cathy Thompson, Business Services Director, at 4650 West Sweetwater, Glendale, Arizona 85304, and any notice or other communication to be given to the Purchaser under this Agreement may be given by delivering the same in writing to the Maricopa County Treasurer, at 301 W. Jefferson, Room 100, Phoenix, Arizona 85003, Attention: Charles "Hos" Hoskins.

10. **Parties in Interest.** This Agreement shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Purchaser (including successors or assigns of the Purchaser) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Issuer. All of the Issuer's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of any of the Purchaser; (ii) delivery of and payment for the Notes pursuant to this Agreement; and (iii) any termination of this Agreement.

11. **Effectiveness.** This Agreement shall become effective upon the acceptance hereof by the President of the Governing Board on behalf of the Issuer and shall be valid and enforceable at the time of such acceptance.

12. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the law of the State.

13. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

14. **Business Day.** For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

15. **Section Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

16. **Counterparts.** This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Purchaser. This Agreement shall become a binding agreement between you and the Purchaser when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

**CHARLES "HOS" HOSKINS, MARICOPA
COUNTY TREASURER**

By: _____
Name: _____
Title: _____
Date: _____

ACCEPTANCE:

ACCEPTED this ____ day of ____, 2013.

**WASHINGTON ELEMENTARY SCHOOL DISTRICT
NO. 6 OF MARICOPA COUNTY, ARIZONA**

By: _____

Name: _____

Title: _____

Schedule
\$12,000,000
WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6
OF MARICOPA COUNTY, ARIZONA
TAX ANTICIPATION NOTES
SERIES 2013

Dated Date: _____, 2013

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price or Yield</u>
June 30, 2014	\$12,000,000	%	

Deposit Date

Deposit to Repayment Fund

The parties agree that the terms, representations, covenants and conditions contained in that certain Tax Anticipation Note Purchase Agreement to which this Schedule is attached shall apply in their entirety to the Notes identified above, provided, however, that the Notes will not be supported by credit enhancement. The Purchase Price of the Notes shall be \$_____ and payment shall be made on _____, 2013 or such later date as may be agreed upon by the parties hereto. The County Treasurer is authorized, on behalf of the District, to pay from the proceeds of the Notes the costs of issuance incurred by the District in connection with the issuance and delivery of the Notes as described in Section 7 of this Agreement.

This Schedule is hereby approved this _____ day of _____, 2013.

WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6
OF MARICOPA COUNTY, ARIZONA

By _____
Title: _____

CHARLES "HOS" HOSKINS, MARICOPA COUNTY
TREASURER

By _____
Treasurer

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CHARLES “HOS” HOSKINS, MARICOPA COUNTY TREASURER
(THE “TREASURER”)

AND

WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6 OF
MARICOPA COUNTY, ARIZONA (THE “DISTRICT”)

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") made and entered into this ____ day of ____, 2013.

WITNESSETH

WHEREAS, tax anticipation notes, the interest on which is includable in the gross income of the owner of the notes (the "Taxable Notes") have been, or will be issued by Washington Elementary School District No. 6 of Maricopa County, Arizona (the "District"); and

WHEREAS, The Treasurer of Maricopa County has, or will purchase the Taxable Notes through a sale negotiated between the Treasurer and the District; and

WHEREAS, the District has authorized the issuance and sale of the Taxable Notes; and

WHEREAS, in the resolution authorizing the issuance of the Taxable Notes the District authorized execution and delivery of this agreement; and

WHEREAS, in consideration of the purchase of the Taxable Notes by the Treasurer for and on behalf of the County and other political subdivisions for whom the Treasurer invests money, the District consents and agrees to this agreement.

NOW, THEREFORE, BE IT AGREED BY THE PARTIES HERETO as follows:

Section 1. Authorizations. This Agreement is entered into pursuant to A.R.S. §§ 951 and 11-952. The District's authority to pledge taxes for the payment of Taxable Notes is contained in A.R.S. Title 35, Chapter 3, Article 3.1. The authority of the Board of Supervisors of Maricopa County to levy taxes for and on behalf of the District the amount of such taxes is contained in A.R.S. § 15-992.

Section 2. Jurisdictional Matters. This Agreement shall commence on ____, 2013 and terminate on June 30, 2014, if the Taxable Notes are then fully paid. If all of the Taxable Notes are not fully paid on or prior to June 30, 2014, this Agreement shall remain in full force and effect until all of the Taxable Notes and interest thereon are fully paid.

The purpose of this Agreement is to provide for a levy and collection of taxes to pay the Taxable Notes, and all other Taxable Notes of the District, as authorized by the Resolution of the Governing Board of the District on June 27, 2013 (the "Resolution").

The manner of paying the District's obligation under the Taxable Notes is through the annual levy of ad valorem property taxes, other than ad valorem taxes levied to pay principal of or interest or redemption charges on any bonded indebtedness, and all amounts returned to the District by the State and any taxes which by law or contract must be used by the District for specified purposes.

Except as provided in Section 3, hereof, there is no method incorporated into this Agreement for its termination. Nothing in this Agreement shall relieve any public agency of any obligation or responsibility imposed upon it by law.

Section 3. Registrar and Paying Agent. To simplify the collection and payment of the Notes, the Treasurer shall act as the registrar and paying agent for the Notes. The Treasurer shall keep a registration list showing the owner of the Notes. The Treasurer may pay the principal and interest on the Notes by directly debiting the District's general fund; provided, however, that the Treasurer shall not invade moneys in the debt service fund that are to be used to pay District bonds. Either the District or the Treasurer may terminate the Treasurer's registrar and paying agent status upon thirty (30) days notice to the other party.

Section 4. Transfer Restrictions. Notwithstanding any other provision of this Agreement, the Taxable Notes or the Resolution, the Taxable Notes initially sold and owned by the Treasurer (the "Treasurer Notes") are nontransferable unless the transferee or transferees are "Qualified Institutional Buyer" as such term is defined in Rule 144A of the Securities Act of 1933, as amended with total assets of at least one hundred million dollars (\$100,000,000.00) invested in municipal securities in the aggregate of its portfolio and/or under management and such Qualified Institutional Buyer provides the District with an executed certificate verifying such status.

Section 5. Conflict of Interest. Notice is hereby given that pursuant to A.R.S. § 38-511 the State, its political subdivisions, or any department or agency of either, may within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating a contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agency of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

[Remainder of Page Intentionally Left Blank]

DATED this ____ day of ____, 2013.

MARICOPA COUNTY TREASURER

By _____

AFFIX COUNTY SEAL HERE

**WASHINGTON ELEMENTARY SCHOOL DISTRICT
NO. 6 OF MARICOPA COUNTY, ARIZONA**

By: _____
Title: _____

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board

X
X

 Action
Discussion
Information
1st Reading

FROM: Dr. Susan J. Cook, Superintendent

DATE: June 27, 2013

AGENDA ITEM: Proposed Expenditure Budget for Fiscal Year 2013-2014

INITIATED BY: David Velazquez, Director of Finance 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: ARS 15-905

SUPPORTING DATA

Funding Source: Various
Budgeted: Yes

Pursuant to A.R.S. 15-905, the statutory deadline for the public hearing and adoption of the 2013-2014 budget is July 15, 2013. Publication of a summary of the Proposed Budget and Notice of Public Hearing are required ten (10) days prior to the meeting.

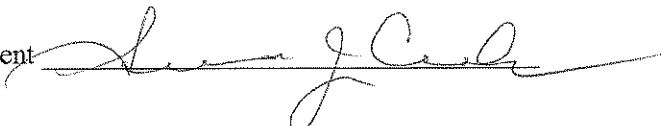
The Washington Elementary School District (WESD) Proposed Expenditure budget has been prepared utilizing school district budget forms provided by the Arizona Auditor General. The State Legislature has concluded its session and the State budget has been signed by the Governor. Consequently, a proposed budget that does not exceed statutory limits is being presented for approval in order to meet the statutory deadlines for advertisement and submittal under A.R.S. 15-905.

The budget will be posted on the Arizona Department of Education website with a link posted on the WESD website. The District is not required to publish a Truth in Taxation Notice in a local newspaper because there is no levy for adjacent ways for the 2013-2014 fiscal year. Also included in the proposed budget is an estimate of anticipated primary and secondary tax rates for the 2013-2014 fiscal year. Final tax rates will be set in August 2013.

SUMMARY AND RECOMMENDATION

It is recommended the Governing Board approve the Proposed Expenditure Budget for 2013-2014 and authorize publication of the summary and the notice of public hearing.

Superintendent



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

Agenda Item III.B.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board

X
X

 Action
Discussion
Information
1st Reading

FROM: Dr. Susan J. Cook, Superintendent

DATE: June 27, 2013

AGENDA ITEM: Authorization to Charter Five Charter Schools within WESD Boundaries

INITIATED BY: Tee Lambert, Governing Board Member SUBMITTED BY: Dr. Susan J. Cook, Superintendent

PRESENTER AT GOVERNING BOARD MEETING: Dr. Susan J. Cook, Superintendent

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: ARS 15-181

SUPPORTING DATA

Funding Source: M&O; Additional Assistance
Budgeted: Yes

Charter schools were established to provide a learning environment that will improve pupil achievement and provide additional academic choices for parents and pupils (ARS 15-181). The State Board of Education (SBE) and the Arizona Department of Education recently issued guidance in response to the growing interest of school districts in sponsoring charter schools that are within the district's boundaries.

School district governing boards have been statutorily empowered to authorize (sponsor) charter schools since the inception of the charter school movement in Arizona. Charter schools must comply with all of the statutory requirements contained within Arizona Revised Statutes, Title 15 Chapter 1, Article 8 in order to receive state funding (ARS 15-181). The recent passage of S.B. 1204 provides specific requirements and criteria for the application process.

The following requirements relate to the application and authorizing process, oversight, administration, and provisions relating to reporting and financing of school district sponsored charter schools, including:

- Education plan;
- Business plan;
- Operational plan; and
- Information about the applicant fingerprint clearance cards and criminal background checks.

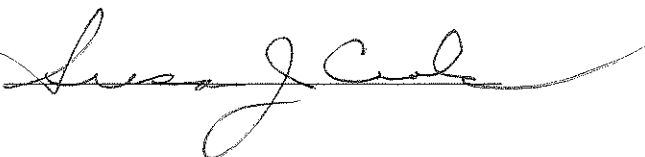
The attached guidance document provides further requirements. In addition, the attached Q&A assists with questions that are frequently asked. The application package is due June 28, 2013.

Sponsoring five charter schools within WESD could provide for over \$4 million in additional assistance in 2014-2015.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Resolution to sponsor five charter schools within the WESD.

Superintendent



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

Agenda Item III.C.

RESOLUTION

Governing Board of Washington Elementary School District No. 6

Upon motion of _____, seconded by _____, and approved by a majority of the members of the Washington Elementary School District No. 6 Governing Board, the Board hereby accepts the charter school applications of Abraham Lincoln Traditional School, Arroyo Elementary School, Orangewood School, Royal Palm Middle School and Sweetwater School for District sponsorship commencing with the 2013-2014 school year and agrees to serve as the charter sponsor for said schools, subject to the Board's approval of a charter to be submitted for each school that conforms to the legal requirements for such charters and the submission of all other supporting documentation required by A.R.S. §§ 15-181 - 185.

Chris Maza, President

Aaron Jahneke, Vice President

Bill Adams, Member

Clorinda Graziano, Member

Tee Lambert, Member

Dated: _____



Guidance to Districts on Requirements for Sponsoring Charter Schools

The State Board of Education (SBE) and the Department issue the following guidance in response to the growing interest of school district governing boards in authorizing charter schools and to notify school district governing boards of recent changes to the statutory requirements for charter school authorizers.

Threshold Legal Issues

The SBE, the Department, and its counsel have identified several threshold legal issues that may affect the ability for school districts to sponsor and operate charter schools. While **state law empowers school district governing boards to authorize (sponsor) charter schools, there is not a clearly equivalent authorization allowing school district governing boards to operate the charter school itself.** Although a school district governing board is arguably a "public body" that may contract to establish a charter school (A.R.S. § 15-183(B)), the school district governing board has limited powers (A.R.S. §§ 15-341 -342). Furthermore, there is a question as to whether it is appropriate for the school district governing board to contract with itself to establish the charter school by acting as both sponsor and charter holder. **The SBE, the Department, and its counsel would welcome input from school districts, district sponsored charter schools, and their counsel on these issues.**

Statutory Requirements for Charter School Authorization

School district governing boards have been statutorily empowered to authorize (sponsor) charter schools since the inception of the charter school movement in Arizona. Additionally, the SBE, the State Board for Charter Schools (SBCS), and Arizona community college districts and public universities are able to authorize charter schools. The SBCS is the primary authorizer, sponsoring 409 charters.

Charter schools – including those authorized by school district governing boards - **must comply with all the statutory requirements contained within Arizona Revised Statutes (A.R.S.), Title 15, Chapter 1, Article 8, in order to receive state funding (A.R.S. §15-181).** Significant changes were made to the charter school statutes (specifically, A.R.S. §15-183) over the past two years to ensure the alignment of requirements for authorizer processes and oversight of their sponsored schools. Laws 2012, Ch. 155, and this year's S.B. 1204 passed with an emergency clause (Laws 2013, Ch. 68, effective April 5, 2013), are examples of **recently passed legislation that established criteria for all charter authorizers.**

The following is a summary of the requirements relating to the application and authorizing process, oversight and administration, and provisions relating to reporting and financing of school district sponsored charter schools. This summary is not all inclusive, but contains only the most relevant provisions.

Applicants and Application Process

- The application used by the authorizer must ask the applicant to include (and the applicant must submit) detailed:
 - Education plan;
 - Business plan;
 - Operational plan; and
 - Information about the applicant including fingerprint clearance cards and criminal background checks.

SBCS provides examples at http://www.asbcs.az.gov/applicant_resources/new_charter_application.asp.

- Requires the application, application process and timelines be posted on the authorizer's website.

Authorizer Oversight and Administration

- Requires sponsors to base decisions relating to the charter school on its adopted performance framework which must include the:
 - Academic performance expectations and how sufficient progress toward those expectations will be measured;
 - Operational expectations including adherence to all applicable laws and obligations contained within the charter; and
 - Intervention and improvement policies.
- Designates the sponsoring entity as having oversight and administrative responsibility for the charter schools it authorizes.
- Directs the authorizer to make the performance framework publicly available and posted on their website.
- Requires the sponsor to conduct reviews of the charter at 5 year intervals and to use the adopted performance framework for the reviews and renewal decisions.

Notification & Financial Provisions

- Charter school financing option - **FIRST FISCAL YEAR OF OPERATION:**
 - The school district increases its student count by the number of students attending the charter school new to the school district, based on the actual registration of pupils for the upcoming school year;
 - Only those charter school pupils new to district are eligible for Charter School Additional Assistance funding; and
 - Continuing district students attending the charter school receive funding through the prior year count for the soft capital allocation (SCA) and capital outlay revenue limit (CORL) (referred to as District Additional Assistance beginning in FY2014).
- Charter school financing option – **AFTER FIRST FISCAL YEAR OF OPERATION:**
 - Charter school moves to current year funding model using estimated counts, based on actual registrations and adjusted during fiscal year for actual counts; and
 - All charter school students receive Charter School Additional Assistance funding.
- Other finance provisions:
 - School district may not include charter school students in count for Sudden Growth adjustments, eligibility for funding from the School Facilities Board;
 - School district may include charter school students in counts for calculating overrides; and
 - The school district must provide the charter school with the amount of Additional Assistance received for the student count generating the funds.
- Directs a school district governing board who authorizes a charter school(s) to **notify the SBE the authorization before the first fiscal year in which the charter school will operate**, the notification must include:
 - Copies of the executed charter and application;
 - Estimated student for the first fiscal year of the charter school's operation; and
 - School district's plan to fund the school (from the available statutory options):
 - School districts may either treat the charter school and its student count as they would any other district school, OR
 - Use the charter school financing statutes, as they apply to district sponsored charter schools, for funding purposes.
- If a school district chooses to convert a charter school back to a district public school, the school district is required to repay the state the total Charter School Additional Assistance received for the charter school for all years that the charter school was in operation in one lump sum, which will be reduced from the school district's current year equalization assistance and the district's general budget limit in the year of the conversion.

Charter

- All charters must ensure:
 - Compliance with federal, state, and local laws, rules, and regulations relating to health, safety, civil rights, special education and insurance as well as financial and electronic data submission requirements;
 - Programs, admission policies, employment practices and other operations are nonsectarian;
 - A comprehensive program of instruction is offered in grade levels served (K-12 - no preschool) which may emphasize specific learning philosophy, style or subject areas;
 - There is a method to measure pupil progress toward outcomes adopted by SBE, statewide assessments and the completion and distribution of the annual school report cards;
 - Exemption from statutes and rules applying to school district governing boards, school districts and schools unless otherwise provided in law;
 - A governing body responsible for the policy decisions of the charter school; and
 - Provide statutory compliant number of instructional days.
- Establishes length of initial charters as 15 years which may be renewed for 20 year periods and specifies process for renewals.
- Prohibits school district governing boards from sponsoring charter schools outside district's boundaries.

Washington Elementary School District No. 6
District-Sponsored Charter Schools
Questions and Answers

Q. What is a District Sponsored Charter School (DSCS)?

A. A District-Sponsored Charter School is an opportunity to give parents options, an alternate way to fund schools, and continue the excellent education offered by Washington Elementary School District (WESD). District Sponsored Charter Schools are sanctioned by the Arizona State Legislature through Arizona Revised Statutes 15-183 and 15-184.

Q. Why is WESD chartering schools?

A. The chartering of District schools will enable WESD to offer market-driven schools while garnering more money for schools and students.

Q. How many of the WESD schools would be charters?

A. The WESD Governing Board will consider on June 27, 2013 to charter five out of 32 of its elementary schools. They are: Abraham Lincoln Traditional School, Arroyo Elementary School, Orangewood School, Royal Palm Middle School and Sweetwater School.

Q. Can a District Sponsored Charter School participate or benefit in override elections and bonds?

A. Yes. All WESD schools benefit from the K-3 and M&O overrides and bonds.

Q. Do other public school systems have District Sponsored Charter Schools?

A. Yes. Vail Unified and Cottonwood-Oak Creek School Districts each have four schools and Payson, Fort Thomas, Casa Grande Unified and Benson each have one school. Other districts, including Paradise Valley and Scottsdale, are proposing to charter schools.

Q. If charter schools generate more money, why wouldn't a district charter all of its schools?

A. The law states that a district chartering its schools must have at least one school (elementary, middle or high school) that is a non-charter school.

Q. Do District Sponsored Charter Schools have the same Governing Board and are subject to the same policies?

A. Yes

Q. Will transportation still be provided for students in all schools in WESD?

A. Transportation of students will continue as in the past.

Q. Will the teachers, programs and options remain the same?

A. Essentially, everything will remain the same except for the funding source and the additional dollars for which the district will use to enhance specialty programs, classrooms and services to students.

Q. How much more money will the District receive for chartering the schools?

A. The District could receive, according to the state funding formula, just over \$4 million additional dollars if the enrollment remains stable in 2014-2015.

Q. Would staff members still be eligible for the same benefits and retirement from the state system?

A. Yes. Benefits would remain the same as well as the employee participation in the Arizona State Retirement System.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board
FROM: Dr. Susan J. Cook, Superintendent
DATE: June 27, 2013
AGENDA ITEM: Governing Board Arguments for the Capital Override and M&O Override Election Pamphlets
INITIATED BY: Governing Board SUBMITTED BY: Chris Maza, Governing Board President
PRESENTER AT GOVERNING BOARD MEETING: Chris Maza, Governing Board President
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: A.R.S. 15-481.9

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

A.R.S. 15-481.9 authorizes that an argument may be submitted by the Governing Board of a school district proposing an override. "Arguments for the proposed increase in the budget shall be provided in writing and signed by the governing board." The statements shall be in a form prescribed by the County School Superintendent and shall not exceed 200 words. The statements are due in the County Superintendent's Office no later than 5:00 p.m. on August 9, 2013. The statements will be included in the publicity pamphlets for the election.

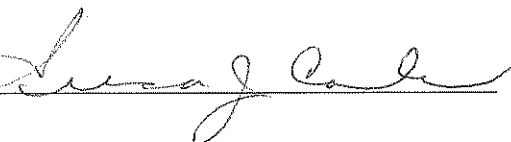
The Governing Board will review past pro arguments and provide input into the development of the statements for the designated Board member(s).

The arguments will be presented to the Governing Board on July 11, 2013 for action.

SUMMARY AND RECOMMENDATION

No action required.

Superintendent



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

Agenda Item IV.A.