

**Governing Board Agenda**  
**WASHINGTON ELEMENTARY SCHOOL DISTRICT**  
**GOVERNING BOARD AGENDA FOR**  
**REGULAR MEETING**

**DATE:** August 23, 2012

**TIME:** Regular Meeting 7:00 p.m.

**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

1-7

It is recommended that the Governing Board approve the Minutes of the July 12, 2012 Regular Meeting (all Governing Board members were in attendance).

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

- F. Approval of the Minutes

8-9

It is recommended that the Governing Board approve the Minutes of the August 2, 2012 Special Meeting (Governing Board members, who participated telephonically, were: Mr. Chris Maza, Mr. Bill Adams, and Mr. Aaron Jahneke. Governing Board members not present were Ms. Clorinda Graziano and Mrs. Tee Lambert).

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

- G. Current Events: Governing Board and Superintendent  
Natalie McWhorter, Director of Curriculum, will share an introduction to the new Arizona English Language Arts and Math Common Core expectations.

## **I. REGULAR MEETING – GENERAL FUNCTION (continued)**

### **H. Public Participation\*\***

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

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

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

## **II. CONSENT AGENDA**

- |  |       |
|--|-------|
| *A. Approval/Ratification of Vouchers<br>The Vice President of the Board reviews all vouchers prior to the meeting of the Board. Vouchers represent orders for payment of materials, equipment, salaries and services.   | 10-11 |
| *B. Personnel Items<br>Personnel items include resignations, terminations, requests for retirement or leave, recommendations for employment and position changes.  | 12-14 |
| *C. Public Gifts and Donations (The Value of Donated Items is Determined by the Donor)<br>1. Orcutt/Winslow Partnership donated movie tickets with an approximate value of \$375.00 for the benefit of Arroyo Elementary School students for their impressive presentation at "Shark Tank".<br><br>2. Safeway, Inc. donated gift cards and assorted school supplies, including Xerox paper, with an approximate value of \$6,909.00 for the benefit of students at Cactus Wren Elementary School.<br><br>3. CCS Presentation Systems – Scottsdale donated a SMART Board and installation services with an approximate value of \$3,300.00 for the kindergarten classroom to utilize technology for students at Sunset Elementary School. | 15    |
| *D. Out-of-County/State Field Trip<br>1. John Vasey, Orangewood School, revised an out-of-county/state field trip that was Governing Board approved on May 10, 2012. The trip is to Hoover Dam, Boulder City, NV and Sky-Y Camp and Goldwater Lake, Prescott, AZ, October 2-5, 2012, for 6 <sup>th</sup> grade students at a revised cost of \$19,571.50. The revision is to add a boat ride through the Black Canyon (Hoover Dam) on the Colorado River.  | 16-23 |
| *E. Out-of-State Travel<br>1. Nancy Zampini, Lydia Garcia and Francine Davids to attend the ASHA - American Speech and Language Hearing Association Conference, November 14-17, 2012, in Atlanta, GA, at a cost of \$4,422.00, for the purpose of recruitment of speech-language therapists. Attendees will host a booth at the conference recruitment fair and will present WESD's innovative management speech therapist model to interested conference attendees.   | 24-25 |
| *F. Acceptance of the City of Phoenix Block Watch Grants in the Amount of \$29,216.00 and the Walmart Grant in the Amount of \$500.00  | 26    |

## **II. CONSENT AGENDA (continued)**

*G. Annual Intergovernmental Cooperative Purchase Agreements with the Mohave Educational Services Cooperative, Inc. (MESCC) and State Procurement Office (SPO)	27-28
*H. 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)	29-33
*I. Extension and Renewal of Annual Contracts for Specified Goods and Services	34-35
*J. Affiliation Agreement to Provide Meals to ACCEL School	36-39
*K. Affiliation Agreement to Provide Meals to Gompers Special Education Day School	40-43
*L. Contract with Maricopa County for Arizona Nutrition Network Services (PH NOI 12-013)	44-61
*M. Federal Work-Study Program Agreement with The Bryman School of Arizona	62-64
*N. Agreement between Washington Elementary School District and Arizona State University - American Dream Academy	65-68
*O. Agreement for Temporary Parking for Mountain View School	69-71
*P. Transfer of Funds from the Sale of School Property into the Debt Service Fund	72
*Q. 2012-2013 Qualified Evaluators	73-74
*R. First Reading of Proposed Amended Board Policy IHBHD – Online/Concurrent/Correspondence Courses	75-78
*S. First Reading of Proposed Amended Policy IJNDB – Use of Technology Resources in Instruction	79-88
*T. First Reading of Proposed Amended Board Policy JFAA – Admission of Resident Students	89-95

## **III. ACTION / DISCUSSION ITEMS**

A. Appointment of Community Member to the Trust Board (D. Rex Shumway)	96-101
Motion _____ Second _____ Vote _____	
B. Washington Elementary School District ALEAT Three-Year Technology Plan (Chris Lieurance and Janet Sullivan)	102-126
Motion _____ Second _____ Vote _____	
C. Changes in Grade Levels for John Jacobs Elementary School (Cathy Thompson)	127
Motion _____ Second _____ Vote _____	
D. To Consider and, if Deemed Advisable, to Adopt a Resolution Authorizing Post-Issuance Compliance Procedures Relating to Tax-Exempt Bonds and Other Tax-Exempt Financings of the District (Cathy Thompson)	128-139
Motion _____ Second _____ Vote _____	

#### **IV. INFORMATION / DISCUSSION ITEMS**

- A. 2013 Arizona School Boards Association (ASBA) Political Agenda: Governing Board 140-151  
Priorities (Chris Maza, Governing Board President)

#### **V. FUTURE AGENDA ITEMS**

#### **VI. GOVERNING BOARD AND SUPERINTENDENT ACKNOWLEDGMENTS**

#### **VII. ADJOURNMENT**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

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

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

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

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

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

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

GOVERNING BOARD MINUTES: REGULAR MEETING

2012-2013

July 12, 2012

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 7:01 p.m. Governing Board members constituting a quorum were present: Mr. Chris Maza, Mr. Bill Adams, Ms. Clorinda Graziano, Mr. Aaron Jahneke, and Mrs. Tee Lambert.

**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**

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

**UNANIMOUS**

**E. Approval of the Minutes**

A motion was made by Mr. Jahneke that the Governing Board approve the Minutes of the June 28, 2012 Executive Session. The motion was seconded by Ms. Graziano. The motion carried. Mr. Adams abstained from the vote.

**UNANIMOUS**

A motion was made by Mr. Jahneke that the Governing Board approve the Minutes of the June 28, 2012 Regular Meeting. The motion was seconded by Ms. Graziano. The motion carried. Mr. Maza and Mr. Adams abstained from the vote.

**UNANIMOUS**

**F. Current Events: Governing Board and Superintendent**

Mr. Adams shared that he enjoyed attending the Arizona School Boards Association (ASBA) Board meeting and was impressed with the direction that ASBA is taking in regard to technology.

Mr. Adams acknowledged and thanked Ms. Graziano and Mrs. Lambert for attending the ASBA Delegate Assembly. Ms. Graziano represented the Governing Board as its delegate and Mrs. Lambert was the alternate delegate, as well as serving on the ASBA Legislative Committee.

Ms. Graziano shared that she had submitted the proposal to present “Energy Savings – It’s Easier Than You Think” at the December 2012 Arizona School Boards Association (ASBA) – Arizona School Administrators (ASA) Conference.

Mr. Jahneke acknowledged that Janet Beale, Student Service Specialist at Orangewood School, and Bob McAllister, retired music teacher from Palo Verde Middle School, had passed away. Mr. Jahneke shared that there were many complimentary comments regarding both of them on the AZ Central website telling how they impacted people’s lives in a positive manner.

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Mr. Maza acknowledged and welcomed several students from Northern Arizona University who were attending the Board meeting.

Mr. Maza shared that he enjoyed attending the National Education Association (NEA) Representative Assembly. He acknowledged the Washington District Education Association (WDEA) for sending Laurie Richards and Sandy Bogard to the event.

Dr. Cook shared that over 1,200 summer school students attended an Arizona Diamondbacks game on June 22, 2012 because the District had received the Extra Innings Diamondbacks Grant. Governing Board members were provided with a handout regarding the grant and advised that the handout was also sent to the Arizona Department of Education.

**G. Public Participation**

There was no public participation.

**H. Approval of the Consent Agenda**

**UNANIMOUS**

A motion was made by Mr. Adams that the Governing Board approve the Consent Agenda items as presented. The motion was seconded by Mr. Jahneke. The motion carried.

**II. CONSENT AGENDA**

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

**UNANIMOUS**

Approved and ratified the vouchers as presented.

**\*B. Personnel Items**

**UNANIMOUS**

Approved the personnel items as presented.

**\*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. Assistance League of Phoenix donated books with an approximate value of \$378.72 for the benefit of summer school students at Cactus Wren Elementary School.

2. Chaparral Elementary School Parent/Teacher Association donated a check in the amount of \$9,500.00 to be used toward the purchase of an electronic marquee.

**\*D. Extension and Renewal of Annual Contracts for Specified Goods and Services**

**UNANIMOUS**

**\*E. Annual Intergovernmental Cooperative Purchase Agreements with the State Procurement Office (SPO)**

**UNANIMOUS**

**III. RECESSING OF REGULAR MEETING FOR PUBLIC HEARING**

**IV. PUBLIC HEARING**

**A. Adopted Expenditure Budget 2012-2013**

Dr. Cook introduced Ms. Cathy Thompson who presented the 2012-2013 expenditure budget to the Board members for adoption. Ms. Thompson reviewed the adopted expenditure budget/proposed tax rates and reminded Board members that the proposed tax rates were estimates and would be set by the third week in August 2012. Ms. Thompson stated that the estimated secondary tax rate was higher due to the addition of the proposed sale of school improvement bonds. However, estimates indicate that the primary tax rate will decrease because equalization has come in higher than last year.

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Mr. Jahneke asked a rhetorical question: Doesn't the 3% for Instructional Staff Support and 9% for Student Support Services (on the M&O/CSF Expense by Function chart) help student instruction, as well as direct classroom instruction. Ms. Thompson agreed with Mr. Jahneke's observation.

Mrs. Lambert noted that the Federal grant for Title I had been reduced by \$1 million. Ms. Janet Sullivan stated that the District received a Federal allocation of \$753,702.00 for Title I which was an 8% decrease from last year. Mrs. Lambert stated that she had heard about sequestration and that there was a possibility that additional Federal dollars could be lost. Ms. Sullivan said she had been advised there was a possibility of an additional 9% decrease for the 2012-2013 school year if Congress did not act on Federal funding for education.

Mr. Maza asked the following questions:

- When will the State budget for education be approved? Ms. Sullivan responded that the State education budget for the 2012-2013 school year was approved in May 2012.
- When will the Federal education budget be approved, e.g., all Title programs (Title I, Title II, etc.) and IDEA? Ms. Sullivan replied that the Federal education budget was expected to be approved in October 2012. However, if it was not approved in October, the District would see a decrease in Federal funding in January 2013. Mr. Maza commented that that possibility could create a delay in hiring personnel for Federally funded programs.
- Have you received information regarding the requirements for the new "Move on When Reading" initiative? Ms. Sullivan advised that she had seen a draft of the K-3 reading support plans that are going to be required of each of the District's 27 schools that provide instruction for K-3 students, as well as the District aggregate plan. She stated that the District's plan requires detailed information, e.g., K-3 literacy teams, what instructional materials will be used for core reading instruction, how many minutes of core reading instruction, what intervention services and materials are provided, what assessments are used for diagnostic progress monitoring/screening, etc. Ms. Sullivan said that the District will be required to submit data three times during the school year regarding benchmark progress of students in grades K-3 in the area of reading. She stated that at this time, no guidance had been provided as to how the money should be spent.
- Mr. Maza asked for clarification that any requirements regarding how the "Move on When Reading" money should be spent would be those requirements by the Arizona Department of Education, which is a State level agency, and not the local Governing Boards. Ms. Sullivan stated that was correct.
- Noticed a small increase in Soft Capital which was a restoration amount. What would the amount have been if the Legislature had restored all of the Soft Capital budget cut in the past few years? Ms. Thompson responded that it would have been approximately \$4.7 million.
- How much Soft Capital restoration money did the District receive this year from the Legislature? Ms. Thompson stated it received approximately \$800,000.00.
- There was a small increase in CORL which was a restoration amount. What would the amount have been if the Legislature had restored all of the CORL budget cut in the past few years? Ms. Thompson stated it would have been approximately \$4.7 million.
- How much CORL restoration money did the District receive this year from the Legislature? Ms. Thompson replied it received partial restoration of approximately \$2.7 million.

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- How much is the budget for the 2012-2013 school year that comes from the one cent sales tax? Ms. Thompson stated she does not receive specific figures for the one cent sales tax because it is in the General Fund which funds the equalization. Mr. Maza asked if Ms. Thompson knew how much it was last year. Ms. Thompson replied that her approach regarding the one cent sales tax was that the District didn't receive more money, it just decreased the amount of budget reductions.
- How many years have we had the one cent sales tax? Ms. Thompson responded that this is the third year. Mr. Maza stated that it "sunsets" after this year.
- Did the public receive notification regarding the Public Hearing for the Expenditure Budget? Ms. Thompson advised that the District had published the Truth in Taxation Notice in the newspaper, as required. Mr. Maza stated it was unfortunate that the public would look at the taxation information and assume it was moving in one direction, but may have made that assumption on inaccurate data. Mr. Maza thanked Ms. Thompson for the accurate data she presented to the Governing Board.

There were no questions from the public.

## **V. RECESSING OF PUBLIC HEARING FOR REGULAR MEETING**

## **VI. ACTION / DISCUSSION ITEMS**

### **A. Adopted Expenditure Budget 2012-2013**

**5-0 AYE**

Dr. Cook advised the Board that they were asked to adopt the Expenditure Budget for 2012-2013 as discussed in the Public Hearing.

Mr. Adams commented that it was unfortunate that the public did not attend the Public Hearing to receive the data and have the opportunity to ask questions.

A motion was made by Mr. Jahneke that the Governing Board adopt the 2012-2013 Proposed Budget and approve and verify the Desegregation Budget Supplement and Verification Report. The motion was seconded by Ms. Graziano. A roll call vote was requested. Motion carried 5-0.

### **B. To Consider and, if Deemed Advisable, to Adopt a Resolution Ordering the Sale of School Improvement Bonds for the District**

**5-0 AYE**

Dr. Cook advised the Board that the District is proposing to sell School Improvement Bonds with the intention of expediting completion of some current projects, including the Lookout Mountain rebuild. Dr. Cook indicated that the District felt this was an appropriate time to sell the School Improvement Bonds in order to get a rate that would be favorable in a competitive environment. Dr. Cook introduced Ms. Cathy Thompson who stated that the District had not only strategically planned the repayment of the bonds in accordance with the bond pamphlet that was provided to the taxpayers when they approved the special bond election on November 2, 2010, but tried to maintain the similar tax levy every year.

Ms. Thompson introduced Mr. Bryan Lundberg of Stone and Youngberg who provided details of the School Improvement Bond sale. Mr. Lundberg advised the Board that the District was proposing the issuance and sale of \$20,000,000.00 in Class B bonds of the \$55,000,000.00 of bonds that remain authorized for sale, but not yet issued, under the 2010 School Improvement Bond Authorization. Mr. Lundberg stated that the bond sale would utilize a competitive sale process for underwriters through a bidding process. Mr. Lundberg stated that the Resolution delegated authority to the Governing

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Board President or another Governing Board member in the absence of the Board President to give written award to the successful underwriter with the lowest interest rate on the date of the sale, eliminating the need to schedule a Governing Board meeting in coordination with a bond sale. Mr. Lundberg advised that the estimated interest rate for the sale of bonds was 4.00%-4.25%.

Mr. Adams asked the following questions:

- Are the bonds paid back through taxation? Mr. Lundberg replied yes and further advised that once the bonds were approved, there was basically a contract that the District had with the County Treasurer to levy a tax rate that was necessary to make all of the payments for the bonds.
- Is there a possibility that the District would collect more taxes than needed to pay the payments and interest. Mr. Lundberg responded that the County Treasurer sets the levy each year based on the historical delinquency amount. He stated that interest earned (which cannot be forecasted) could cause an excess of funds. If the amount collected was more than was needed in one year, the amount could be used to offset the levy in future years.
- Assumed that the delegation of authority to allow the Governing Board President or any Board member to give written award to the successful underwriter is within procurement guidelines. Mr. Lundberg replied that the process follows procurement guidelines.

Mr. Jahneke asked if the reason for more delegation of authority to Administration and the Governing Board President was because of the potential volatility with interest rates and trying to capture the best possible rate. Mr. Lundberg responded that the District was trying to gain more flexibility in not having to schedule the bond sale around a Governing Board meeting, given that there was not a scheduled Board meeting before the third Monday in August when the tax levy is set. Ms. Thompson stated that in order to meet the tax rate setting date, information had to be provided to the County Treasurer by the end of July.

Ms. Graziano asked the following questions:

- In addition to awarding the bond sale to the lowest interest rate bidder, was there any other monetary benefit for selling one large amount; do we save in underwriting fees or bond fees? Mr. Lundberg responded that there was an economy of scale in the issuance costs of larger amounts. He advised that there were fixed costs in the sale of bonds and if broken up into smaller amounts, there would be additional costs, e.g., printing, attorney fees, credit rating fees, etc. Therefore, there was a savings by combining the sale into one large amount.
- We are paying 4.0% interest plus \$350,000.00 (1.7% of bond principal). Is the \$350,000.00 in addition to the 4.0% or is it from the original amount? Ms. Thompson replied that the estimated fees are from the original proceeds at the time of the sale.
- When the \$20,000,000.00 bonds are sold, does the District receive the money in one lump sum? When funds are received, do they go into an interest bearing account or are the funds used before they can earn any interest? Mr. Lundberg stated that at the close of the bond sale, the County Treasurer would receive the funds and deposit it into the District's Bond Building Fund. The Treasurer has the authority to invest the funds, however, there are laws that limit the types of investments that may be used. Ms. Thompson stated that approximately \$12 million will be used for the Lookout Mountain rebuild. She advised that the earned interest does not get posted into the proceeds and cannot be spent. The interest money gets posted into the Debt Service Fund which helps reduce the amount that the taxpayers would pay in future years.

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- Regarding the \$137.42 for School Improvement Bonds which taxpayers will be paying this year, will any of that be retiring next year and will the bond sale of \$20,000,000.00 be added to that? Ms. Thompson replied that a large portion of the bond debt will be retiring in five years. Ms. Thompson stated that the 1.37 tax rate pays for the \$16 million that must be paid every year. The goal is to keep the amount that the taxpayers pay at a similar rate every year. Ms. Thompson explained that although the tax rate may increase slightly, the levy amount will remain close to the same range.
- Asked for clarification regarding the statement on page 72: "Minimum Required Purchase Price: All proposals for the purchase of the bonds must be for at least \$20,300,000.00 (i.e., par plus \$300,000 premium paid to the District)." Mr. Lundberg stated that the intent of the District would be to sell \$20,000,000.00 principal amount for the bond sale. In accordance with the plan, there will be an amount added to the levy that the Treasurer will be setting on the third Monday in August, possibly \$400,000.00-\$500,000.00. Bidders will be asked to pay a minimum of \$20,300,000.00 when they pay for the bonds. The additional \$300,000.00 will be deposited into the District's payment fund to assist when making the first payment and soften the levy for the first year.

A motion was made by Mr. Adams that the Governing Board adopt a Resolution ordering the sale of School Improvement Bonds for the District in the amount of \$20,000,000.00. The motion was seconded by Mrs. Lambert. A roll call vote was requested. The motion carried 5-0.

**C. Governing Board Argument for the Capital Override Election Pamphlet**

**UNANIMOUS**

Mr. Maza presented Governing Board members with a draft of the argument for the Capital Override election pamphlet which he prepared. He stated that the pro statements were due by August 10, 2012. Dr. Cook reported that the pro statement was limited to 200 words and that the draft statement had 196 words.

Mr. Maza suggested the following changes:

- Paragraph 1: Change "2012 world" to "world of 2012".
- Paragraph 1: Add a comma after "or" in second sentence.
- Paragraph 1: Add a comma after "Then" in last sentence.

Mr. Adams commended Mr. Maza for the well written statement.

Mr. Jahneke stated it was difficult to express the need for the Capital Override election in only 200 words. He appreciated Mr. Maza's efforts and the mention of the different communities within the school district. Dr. Cook pointed out that there was also a publicity pamphlet which clearly described the District's need for the Capital Override election. She stated that the purpose of the Board's pro statement was to support the need.

Mr. Maza asked how many pro statements the District was allowed to have. Dr. Cook responded that the District was allowed ten pro and ten con statements and the first ten pro and first ten con statements that were received would be published. Dr. Cook stated that the District's website had a posting advising that the pro and con statements were due by August 10, 2012.

Ms. Graziano thanked Mr. Maza for preparing the statement and suggested a change to the first sentence of the third paragraph. After a discussion and suggestions by Board members, it was agreed that the sentence should read: "The WESD Governing Board requests your support with a "Yes" vote for our Capital Override.

July 12, 2012

Mrs. Lambert praised Mr. Maza's efforts on the statement and suggested changing "values" to "needs" in the second sentence of paragraph 1.

A motion was made by Ms. Graziano that the Governing Board approve an argument in support of the Capital Override to be included in the Publicity Pamphlet for the election to be held on November 6, 2012, as amended. The motion was seconded by Mrs. Lambert. The motion carried.

**VII. FUTURE AGENDA ITEMS**

There were no future agenda items.

**VIII. GOVERNING BOARD AND SUPERINTENDENT ACKNOWLEDGMENTS**

Ms. Graziano acknowledged Bob McAllister, retired music teacher from Palo Verde Middle School, who passed away and will be missed. She stated that he was a very well known middle school band teacher who was liked and respected. Ms. Graziano advised that many of his students were now music teachers and professional musicians and Mr. McAllister's legacy will live on. She stated that Mr. McAllister represented the District well in all of his professional activities.

**IX. ADJOURNMENT**

A motion was made by Mr. Adams to adjourn the Regular Meeting at 8:12 p.m. The motion was seconded by Mr. Jahneke. The motion carried. **UNANIMOUS**

**SIGNING OF DOCUMENTS**

Documents were signed as tendered by the Governing Board Secretary

\_\_\_\_\_  
BOARD SECRETARY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BOARD OFFICIAL

\_\_\_\_\_  
DATE

July 12, 2012

**WASHINGTON ELEMENTARY SCHOOL DISTRICT**  
**GOVERNING BOARD MINUTES: SPECIAL MEETING**

2012-2013

August 2, 2012

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

**I. SPECIAL MEETING – GENERAL FUNCTION**

**A. Call to Order and Roll Call**

Mr. Maza called the meeting to order at 3:00 p.m. telephonically. Governing Board members constituting a quorum were present: Mr. Chris Maza, Mr. Bill Adams, and Mr. Aaron Jahneke. Ms. Clorinda Graziano and Mrs. Tee Lambert were not in attendance.

**B. Adoption of the Special Meeting Agenda**

**UNANIMOUS**

A motion was made by Mr. Adams that the Governing Board adopt the Special Meeting Agenda. The motion was seconded by Mr. Jahneke. The motion carried.

**C. Public Participation**

There was no public participation.

**D. Approval of the Consent Agenda**

**UNANIMOUS**

A motion was made by Mr. Jahneke that the Governing Board approve the Consent Agenda items as presented. The motion was seconded by Mr. Adams. The motion carried.

**II. CONSENT AGENDA**

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

**UNANIMOUS**

Approved and ratified the vouchers as presented.

**\*B. Personnel Items**

**UNANIMOUS**

Approved the personnel items as presented.

**III. FUTURE AGENDA ITEMS**

There were no future agenda items.

**IV. GOVERNING BOARD AND SUPERINTENDENT ACKNOWLEDGMENTS**

There were no Governing Board and Superintendent Acknowledgments.

**V. ADJOURNMENT**

A motion was made by Mr. Adams to adjourn the Regular Meeting at 3:03 p.m. The motion was seconded by Mr. Jahneke. The motion carried. **UNANIMOUS**

August 2, 2012

**SIGNING OF DOCUMENTS**

Documents were signed as tendered by the Governing Board Secretary

\_\_\_\_\_  
BOARD SECRETARY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BOARD OFFICIAL

\_\_\_\_\_  
DATE

August 2, 2012

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: August 23, 2012 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 FY 11/12 EXPENSE VOUCHERS** (warrants for services and materials, payroll expense):

07/26/12	159,451.50
08/02/12	123,217.76
08/09/12	573,655.59
<b>Totals:</b>	<b>856,324.85</b>

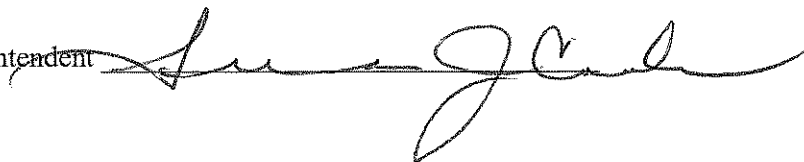
**APPROVE/RATIFY FY12/13 PAYROLL VOUCHERS** (warrants for services and materials, payroll expense):

08/10/12	693,297.45
<b>Totals:</b>	<b>693,297.45</b>

**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.

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

07/25/12	868,336.84
08/01/12	798,149.77
08/08/12	1,070,908.48
08/10/12	1,053,438.83
<b>Totals:</b>	<u><b>3,790,833.92</b></u>

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: August 23, 2012 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**

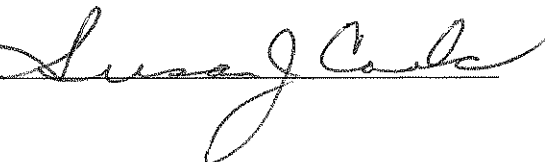
Funding Source: Various  
Budgeted: Yes

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**

August 23, 2012

**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
-----------	-------	----------	----------	--------	------------------	----------------

**C. FULL-TIME CLASSIFIED**

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Browne	Ronald	Bus Driver	Transportation	Resignation	1.5	5/30/2012
Marquez	Evely	ELL Testing Specialist	Desert View	Resignation	7	5/30/2012
McCarty	Kristina	RTC Monitor	Maryland	Resignation	0	8/3/2012
Perham	Holly	Psychologist Intern	Special Services	Not Rehired	1	6/12/2012
Stirek	Valeri	Library Technician	Ocotillo	Resignation	10	5/30/2012

**D. PART-TIME CLASSIFIED**

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Adams	Janice	Paraprofessional	Cactus Wren	Resignation	9	5/30/2012
Barr	Sharon	Paraprofessional	John Jacobs	Resignation	1	5/30/2012
Beverage	Sue	Paraprofessional	Desert View	Resignation	14	5/30/2012
Bills	Lauren	Paraprofessional	Washington	Resignation	3 mo.	5/30/2012
Candia	Frankie	Kidspace Assistant	Abraham Lincoln	Resignation	1	5/30/2012
Davis	Jacqueline	Paraprofessional	Washington	Resignation	2	5/30/2012
Elton	Kenneth	Crossing Guard	Ironwood	Resignation	2	5/30/2012
Federico	Dorothy	Paraprofessional	Mountain View	Resignation	1	5/30/2012
Frommke	Premjit	Food Service Helper	Abraham Lincoln	Resignation	2	5/30/2012
Harvey	Dani	Paraprofessional	Sunnyslope	Resignation	1	5/30/2012
Kobold	Kendra	Paraprofessional	Acacia	Resignation	2	5/30/2012
Meyer	Nathan	Bus Driver	Transportation	Resignation	1	5/30/2012
Sauer	Anna	Kidspace Assistant	Washington	Resignation	1	5/30/2012

**II. EMPLOYMENT****A. ADMINISTRATIVE**

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

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
Akers	Heather	Teacher-HeadStart	N	Desert View
Brown	Amanda	Speech Pathologist	E	Tumbleweed/Lakeview
Carter	Shannon	Teacher-LD	E	Ocotillo
Chapman Gerkin	Aimee	Teacher-Kindergarten	E	Sunnyslope
Geier	Erica	Teacher-3rd Grade	E	Roadrunner
Hutchins	James	Teacher-Band/Strings	E	Sunburst/Roadrunner
Mason	Terry	Teacher-6th Grade	E	Roadrunner
McIntosh	Kent	Teacher-Music	E	Sunnyslope/Abraham Lincoln
Mendoza	Joe	Teacher-Music	E	Manzanita
Ogez	Deanna	Teacher-CCB	E	Lookout Mountain
Perrone	Veronica	Teacher-First Things First	N	Sunburst
Price	Nicole	Student Service Specialist	E	Lookout Mountain
Shamas	Tamara	Teacher-LD	E	Ocotillo
Swaziek	Mary Ann	Teacher-LD	E	Palo Verde

**PERSONNEL ACTION RECOMMENDED**

August 23, 2012

**C. FULL-TIME CLASSIFIED**

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
Bacal	Emily	Psychologist Intern	E	Special Services
Clark	Catherine	Occupational Therapist	E	Special Services
Cloyd	Daren	Maintenance Manager	E	Maintenance
Fabela	Moises	Materials Technician	E	Materials Management
Hintz	Nicole	ELL Testing Specialist	E	Sunset
Lingenfelter	Joshua	Sr. App. System Analyst	E	MIS
Rytter	Todd	Materials Technician	E	Materials Management
Shields	Susan	Health Technician	E	Acacia

**D. PART-TIME CLASSIFIED**

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
Baker	Peggy	Food Service Helper	E	Moon Mountain
Becktold	Andrew	Night Custodian	E	Maintenance
Carrel	Denise	Personal Care Provider	E	Moon Mountain
Craft	Todd	Lead Assistant	E	Lookout Mountain
Dukes	Shannon	Paraprofessional	E	Manzanita
Garcia	Karla	Paraprofessional	E	Sunnyslope
Hester	Carol	ISS Monitor/Crossing Grd	E	Richard Miller
Hoffner	Charlotte	Paraprofessional	E	Alta Vista
Johnson	Christopher	Special Ed. Assistant	E	Sweetwater
Mast	Jennifer	HeadStart Support	E	Manzanita
Narvais	Sandra	Office Technician	E	Manzanita
O'Steen	Mary	Paraprofessional	E	Ocotillo
Parra	Joana	Food Service Helper	E	Ocotillo
Reynolds	Jessica	Crossing Guard	E	Sunnyslope
Romero	Vilma	Special Ed. Assistant	E	Desert View
Shorb	Laura	Paraprofessional	E	Cholla
Van Dyke	Ellen	Crossing Guard	E	Sweetwater

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: August 23, 2012 Information  
AGENDA ITEM: \*Public Gifts and Donations (The Value of Donated Items is Determined by the Donor) 1st Reading  
INITIATED BY: Dr. Susan J. Cook, Superintendent SUBMITTED BY: Dr. Susan J. Cook, Superintendent  
PRESENTER AT GOVERNING BOARD MEETING: Dr. Susan J. Cook, Superintendent  
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA and A.R.S. §15-341

**SUPPORTING DATA**

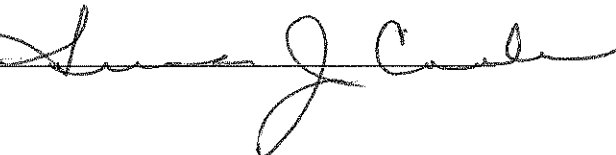
Funding Source: Donations  
Budgeted: N/A

1. Orcutt/Winslow Partnership donated movie tickets with an approximate value of \$375.00 for the benefit of Arroyo Elementary School students for their impressive presentation at "Shark Tank".
2. Safeway, Inc. donated gift cards and assorted school supplies, including Xerox paper, with an approximate value of \$6,909.00 for the benefit of students at Cactus Wren Elementary School.
3. CCS Presentation Systems – Scottsdale donated a SMART Board and installation services with an approximate value of \$3,300.00 for the kindergarten classroom to utilize technology for students at Sunset Elementary School.

**SUMMARY AND RECOMMENDATION**

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

Superintendent



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

Agenda Item \*II.C.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent        Discussion  
DATE: August 23, 2012        Information  
       1st Reading

AGENDA ITEM: \*Out-of-County/State Field Trip

INITIATED BY: Schools and Departments as Presented SUBMITTED BY: Administrative Services, Curriculum, Accounting and Purchasing Departments

PRESENTER AT GOVERNING BOARD MEETING: John Vasey, Orangewood School Teacher

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA, IJOA and A.R.S. §15-341

**SUPPORTING DATA**

Funding Source: See Attached  
Budgeted: N/A

1. John Vasey, Orangewood School, revised an out-of-county/state field trip that was Governing Board approved on May 10, 2012. The trip is to Hoover Dam, Boulder City, NV and Sky-Y Camp and Goldwater Lake, Prescott, AZ, October 2-5, 2012, for 6<sup>th</sup> grade students at a revised cost of \$19,571.50. The revision is to add a boat ride through the Black Canyon (Hoover Dam) on the Colorado River.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the out-of-county/state field trip request as presented.

Superintendent 

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

Agenda Item \*II.D.

## Request for Out-of-County/State Field Trip

Date of Governing Board Agenda Item: 8/23/2012

School: Orangetown	Departure Date: 10/2/2012	Return Date: 10/5/2012
Destination of Field Trip: Hoover Dam, Boulder City, NV; Sky-Y Camp, Prescott, AZ and Goldwater Lake, Prescott, AZ		
# of Student Participants: 80	Grade Level(s): 6	# of Chaperones (1:8): 10
Cell Phone Number of Person Attending Trip: 602-769-6758	# of Additional Chaperones Needed (Over 1:8): 0	
Person Requesting Trip/Contact at Board Meeting: John Vasey	# of Additional Adults - paying their own way: 0	

### Summary of Event/Purpose:

This trip was approved by the Governing Board on May 15, 2012. The trip is being revised to include a boat ride through the Black Canyon(Hoover Dam) on the Colorado River with an additional cost of \$42.95 per student.

The mission of this field study experience is to develop and strengthen our students' academic and real world scientific through direct, hands-on activities that are connected to the state/national core standards taught in the classroom. The day, from 7:30AM to 9:00PM, will consist of activities that will focus on our literature studies, real-world math problem solving, 6-triats writing, scientific inquiries, and team-building/collaborative problem solving skills. Along with instruction, there will be breakfast, lunch, dinner and bathroom breaks.

### Educational Use:

#### Reading Objectives:

- Predicting text using prior knowledge and text features. (R06-S1C6-01)
- Connecting information and events in text to experience to related text and sources. (R06-S1C6-05)
- Interpreting details from functional text for a specific purpose. (R06-S3C2-01)
- Reading is experiencing language, not merely practicing isolated skills. (WESD Reading Belief Statement)

#### Writing Objectives:

- Produce a literary response. (W06-S3C5-01)
- Create a narrative using expressive and 6-trait rubrics. (W06-S3C2-01/02/03)

#### Science Objectives:

- Formulate predictions, questions, or hypotheses based on observations. (SC06-S1C1-01/02/03)
- Design and conduct controlled investigations. (SC06-S1C2-01/02/03/04/05)
- Analyze the relationships among various organisms and their environment. (SX06-S4C3-01/02)
- Compare possible solutions to best address an identified need or problem. (SC06-S3C2-01)
- Design and construct a solution to an identified need or problem using simple classroom materials. (SC06-S3C2-02)
- Identify various ways in which electrical energy is generated using renewable and nonrenewable resources (e.g., wind, dams, fossil fuels, nuclear reactions). (SC06-S5C3-01)
- Identify several ways in which energy may be stored. (SC06-S5C3-02)
- Compare the following ways in which energy may be transformed: mechanical to electrical and electrical to thermal (SC06-S5C3-03)

#### Math Objectives:

- Measure and record the actual measure of objects using proportion and scale drawing or map by converting between actual measurements and scale measurements using proportions. (M06-S4C4-02/03/11)
- Interpret and construct simple displays of data using double bar graphs, tally charts, frequency tables, circle and line graphs (M06-S2C1-03/08)
- Compute the area and perimeter of land (Polygon) by solving problems involving the perimeter/area of polygons/parallelograms. (M06-S4C4-06/07)

**Itinerary:**

Date	Departure Site	Departure Time	Arrival Site	Arrival Time	Mode of Transportation	Phone Number for Hotel / Event Location
10/2/2012	Orangewood Elementary, Phoenix, AZ	7:00 AM	Hoover Dam Visitor Center, Boulder City, NV	12:00 PM	Coach USA	602-769-6758
10/2/2012	Hoover Dam Visitor Center, Boulder City, NV	5:00 PM	Sky-Y Camp, Prescott, AZ	9:00 PM	Coach USA	602-254-1571
10/5/2012	Sky-Y Camp, Prescott, AZ	10:00 AM	Goldwater Lake, Prescott, AZ	10:15 AM	Coach USA	602-769-6758
10/5/2012	Goldwater Lake, Prescott, AZ	1:00 PM	Orangewood Elementary, Phoenix, AZ	3:00 PM	Coach USA	602-347-2900

All overnight trips (only those trips that have sleeping arrangements, not turn-around trips) are required by Governing Board policy to submit an overnight chaperone plan.

Overnight Chaperone Plan Attached: Yes

Principal Signature:

Andree Charlson

8/13/2012

### Additional Information

Please indicate the process your school used to provide this opportunity to students who are unable to provide their own funds, if students are funding the trip:

Fundraisers: Student-run businesses, Cookie Dough sales, Fall Festival

Scholarships: Tax credits, PTA, Site Council, Local Business Community

Acknowledgment that no eligible student will be denied the field trip due to financial hardship: Yes

Accommodations for students with special circumstances are needed: No

If yes, what accommodations are needed:

Acknowledgment that no eligible student will be denied the field trip due to special education/health needs: Yes

Is this the entire grade level: Yes

If no, how many students are in the grade level? 0

Is this a club or after-school class? No

What are the student eligibility requirements to participate in this trip?

To be a student at Orangewood Elementary in the sixth grade.

What are the arrangements for students not participating in this trip?

Assigned into another class with District standard based work.

#### Chaperones:

Will substitutes be used for certified staff chaperoning the trip? No

If no, what are the arrangements for class coverage?

Students will be assigned to other classes with appropriate District standard work so that the learning environment is not impaired for any student.

Name	Certified/Non-Certified/Parent	Class Coverage Needed	Chaperone(Additional adults paying own way are not considered chaperones.)
John Vasey	Certified	No	Yes
Elizabeth Marshall	Certified	No	Yes
Melissa Griffin	Certified	No	Yes
TBA	Certified	No	Yes
TBA	Parent	No	Yes
TBA	Parent	No	Yes
TBA	Parent	No	Yes
TBA	Parent	No	Yes
TBA	Parent	No	Yes
TBA	Parent	No	Yes

Academic Services Signature:

Natalie McWhorter

8/13/2012

Administrative Services Signature:

Lyn Bailey

8/13/2012

## Out-of-County/State Field Trip Cost Sheet

<b>IMPORTANT - MUST CHECK ONE</b>																													
All out-of-state field trips MUST use District approved (contracted) travel agent. Quote should include all lodging, transportation, entry fees, travel agent fee, and food. Exception would be food individually purchased outside of quote or sack meals.	All out-of-county field trips must use District approved (contracted) charter buses if not using District owned buses.																												
This is an out-of-state field trip and travel agent quote is attached: No	This is an out-of-county field trip and charter bus quote is attached: Yes  This is an out-of-county field trip using District buses: No																												
<table style="width: 100%; border: none;"> <tr><td style="width: 5%; text-align: right;">\$</td><td>Travel Agent Quote</td></tr> <tr><td style="text-align: right;">\$</td><td>Travel Insurance (optional)</td></tr> <tr><td style="text-align: right;">\$</td><td>Substitute</td></tr> <tr><td style="text-align: right;">\$</td><td>Food</td></tr> <tr><td style="text-align: right;">\$</td><td>Other</td></tr> <tr><td style="text-align: right;">\$</td><td>Total Cost of Trip</td></tr> </table>	\$	Travel Agent Quote	\$	Travel Insurance (optional)	\$	Substitute	\$	Food	\$	Other	\$	Total Cost of Trip	<table style="width: 100%; border: none;"> <tr><td style="text-align: right;">\$ 0.00</td><td>Lodging</td></tr> <tr><td style="text-align: right;">\$ 1,350.00</td><td>Food:</td></tr> <tr><td style="text-align: right;">\$ 6,016.00</td><td>Transportation</td></tr> <tr><td style="text-align: right;">\$ 8,060.00</td><td>Registration/Entry Fees</td></tr> <tr><td style="text-align: right;">\$ 0.00</td><td>Travel Insurance (optional)</td></tr> <tr><td style="text-align: right;">\$ 4,145.50</td><td>Other: Hoover Dam tour admission</td></tr> <tr><td style="text-align: right;">\$ 0.00</td><td>Substitute Funding Source:</td></tr> <tr><td style="text-align: right;">\$ 19,571.50</td><td>Total Cost of Trip</td></tr> </table>	\$ 0.00	Lodging	\$ 1,350.00	Food:	\$ 6,016.00	Transportation	\$ 8,060.00	Registration/Entry Fees	\$ 0.00	Travel Insurance (optional)	\$ 4,145.50	Other: Hoover Dam tour admission	\$ 0.00	Substitute Funding Source:	\$ 19,571.50	Total Cost of Trip
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\$ 8,060.00	Registration/Entry Fees																												
\$ 0.00	Travel Insurance (optional)																												
\$ 4,145.50	Other: Hoover Dam tour admission																												
\$ 0.00	Substitute Funding Source:																												
\$ 19,571.50	Total Cost of Trip																												
<b>Totals are estimates only, based on number of anticipated students/adults and are subject to change.</b>																													

80 # Students Participating

# of Chaperones: 10

(approved ratio of 1:8 or lower ratio due to special circumstances is included in per student cost)

# Additional Adults (paying own way): 0 Payment should be made and deposited to the school's field trip auxiliary account.

**TOTAL PER STUDENT COST: \$244.64**

**FIELD TRIP POSSIBLE FUNDING SOURCES (check all that apply):**

**X - Auxiliary Operations (Fund 525 - fee based)**

**X - Gifts & Donations (Fund 530 - donation based)**

**X - PTA/PTO**

**X - Student Activities (Fund 850 - fundraising based)**

**X - Tax Credit (Fund 526 - donation based)**

<b>Finance Signature</b>		
This expenditure was reviewed for compliance with designated and/or qualifying funding sources.	Elizabeth Martinez	8/13/2012

<b>Purchasing Signature</b>		
This expenditure was reviewed for compliance with applicable procurement laws and regulations.	Howard Kropp	8/13/2012



## **OVERNIGHT CHAPERONE PLAN**

**School:** Orangewood

**Dates of Trip:** October 2-5, 2012

**Destination:** Hoover Dam, Sky Y Camp, and Goldwater Lake

**The chaperone plan for sleeping arrangements on this trip is:**

Example – The students will be sleeping in separate dormitories where a minimum of two male chaperones stay with male students and a minimum of two female chaperones stay with female students. A chaperone will stay near the exit doors to monitor students at all times.

**PER GOVERNING BOARD DIRECTION - Two adult chaperones (male with males; females with females) must be assigned to each room where students will be sleeping.**

The students will be sleeping in separate cabins where at least 2 male chaperones will stay with male students and at least two female chaperones will stay with female students. The chaperones will sleep near the exit doors to monitor the students access at all times. The certified chaperones will walk around the cabins at night as another monitoring precaution.

# Movement Details

# Coach America Phoenix

Client ID	OREL003	Charter ID	27903
Client		Movement ID	34525
Company	Orangewood Elementary School	Status	Quotation
Client Ref 1		Passengers	
Client Ref 2		Distance	671

First Pick-up	7337 N 19th Ave, Phoenix, AZ	Destination	Hoover Dam, NV
Pick-up Date	Tue 10/2/2012 Time 06:45	Arrival Date	Tue 10/2/2012 Time
Single Journey	Yes	Leave Date	Tue 10/2/2012 Time 20:00
Vehicle To Stay	No	Back Date	N/A Time

First Pick-up Instructions	Destination Instructions
Orangewood Elementary School	Arrive by 12pm at the Hoover Dam for a tour then depart by 14:00 PM for a camp in Payson, arrive by 8pm.
Depart at 7am as directed	
Onsite contact is John	**DRIVER RELIEF will cushion on board in order to comply with DOT regulations.

\*Send DVD coaches\*

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
58	Motorcoach - 58 Passenger	1	\$2,180.00	0	\$0.00	\$2,180.00
58	Motorcoach - 58 Passenger	2	\$2,180.00	0	\$0.00	\$2,180.00
	Fuel Surcharge		\$350.00	0	\$0.00	\$350.00
Movement Totals			\$4,710.00		\$0.00	\$4,710.00

Driver Description	Vehicle No	Driver Description	Vehicle No
Driver	1	Driver	2

References
------------

Sales Contact: April 602 437 3484 X 104,  
 april.saloman@coachamerica.com  
 Payment: Need PO in house by 9/25/12

Customer Contact: John Vasey 602 347 2960,  
 john.vasey@wesdschools.org

# Movement Details

# Coach America Phoenix

Client ID	OREL003	Charter ID	27903
Client		Movement ID	34526
Company	Orangewood Elementary School	Status	Quotation
Client Ref 1		Passengers	
Client Ref 2		Distance	200

First Pick-up	Payson, AZ	Destination	7337 N 19th Ave Phoenix AZ
Pick-up Date	Fri 10/5/2012 Time 09:00	Arrival Date	Fri 10/5/2012 Time
Single Journey	Yes	Leave Date	Fri 10/5/2012 Time 15:00
Vehicle To Stay	No	Back Date	N/A Time

First Pick-up Instructions	Destination Instructions
----------------------------	--------------------------

Pick up clients from Camp.

Orangewood Elementry School

Depart as directed

Onsite contact is John

\*Send DVD coaches\*

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
58	Motorcoach - 58 Passenger	1	\$605.00	0	\$0.00	\$605.00
58	Motorcoach - 58 Passenger	2	\$605.00	0	\$0.00	\$605.00
	Fuel Surcharge		\$96.00	0	\$0.00	\$96.00
Movement Totals			\$1,306.00		\$0.00	\$1,306.00

Driver Description	Vehicle No	Driver Description	Vehicle No
Driver	1	Driver	2

References
------------

Sales Contact: April 602 437 3484 X 104,  
 april.saloman@coachamerica.com  
 Payment: Need PO in house by 9/25/12

Customer Contact: John Vasey 602 347 2960

# WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
 FROM: Dr. Susan J. Cook, Superintendent Discussion  
 DATE: August 23, 2012 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: Justin Wing , Director of Human Resources; Craig Carter, Director of Special Services

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

## SUPPORTING DATA

Funding Source: Title IIA and M&O  
 Budgeted: Yes

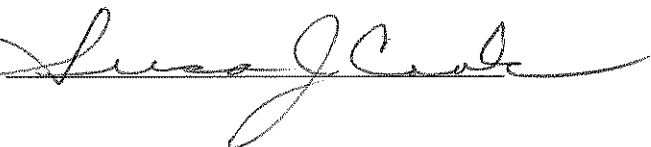
The following out-of-state travel request has been reviewed and is recommended for approval:

1. Nancy Zampini, Lydia Garcia and Francine Davids to attend the ASHA - American Speech and Language Hearing Association Conference, November 14-17, 2012, in Atlanta, GA, at a cost of \$4,422.00, for the purpose of recruitment of speech-language therapists. Attendees will host a booth at the conference recruitment fair and will present WESD's innovative management speech therapist model to interested conference attendees.

## 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 \*IIE.

WASHINGTON ELEMENTARY SCHOOL DISTRICT #6  
DATE OF BOARD AGENDA ITEM - 8/23/12

## OUT-OF-STATE TRAVEL REQUEST FORM

<b>Name of Traveler(s)</b> <i>(as it appears on your driver's license)</i>	<b>Position</b>	<b>School/Department</b>
Nancy Zampini	Speech-Language Pathologist	Special Services
Lydia Garcia	Recruitment Analyst	Human Resources
Francine Davids	Lead Speech-Language Pathologist	Special Services

### CONFERENCE INFORMATION:

CONFERENCE TITLE: ASHA - American Speech and Language Hearing Association Conference

TRAVEL DATES: 11/14/12 - 11/17/12

CONFERENCE LOCATION: Atlanta, GA

SOURCE OF FUNDING: Description: Title IIA Registration Funds (Funding Source)	<b>Total</b>
Registration Account Code: 140 100 2200 6331 522 0000	\$ 1,050.00

SOURCE OF FUNDING: Description: Special Services and Title IIA Travel Funds (Funding Source)	<b>Total</b>
Travel Account Code: 001 213 2200 6580 524 0000	\$ 2,248.00

SOURCE OF FUNDING: Description: Substitute Funds (Funding Source)	<b>Total</b>
Substitute Account Code: 140 100 2200 6580 522 0000	\$ 1,124.00

SOURCE OF FUNDING: Description: Substitute Funds (Funding Source)	<b>Total</b>
Substitute Account Code: 6129	\$

**PURPOSE OF TRAVEL:** In an effort to increase recruitment of speech-language therapists, a team of WESD staff submitted a successful proposal to present at the American Speech Language Hearing Association Conference in Atlanta, Georgia. Lydia Garcia, WESD recruiter, Fran Davids, Lead Speech-Language Pathologist and Nancy Zampini, Speech-Language Pathologist, will host a booth at the conference recruitment fair, and will present WESD's innovative management speech therapist model to interested conference attendees. The goal is to create an interest in WESD through the conference presentation, and thus, increase recruitment opportunities. The team will also bring back information from the conference to share with the speech-language staff during departmental meetings.

### MAXIMUM COSTS:

REGISTRATION FEE:	\$ 1,050.00
MEALS	\$ 672.00
LODGING:	\$ 900.00
SUBSTITUTES	\$ N/A
TRANSPORTATION:	\$
AIR	\$ 1,500.00
CAR RENTAL/PARKING	\$ N/A
BUS/TAXI/SHUTTLE	\$ 300.00
<b>TOTAL COST:</b>	<b>\$ 4,422.00</b>

### SIGNATURES

Dr. Craig Carter-Director of Special Services  
Supervisor

Justin Wing-Director of Human Resources  
Supervisor

Justin Wing and Craig Carter  
Budget Manager

### COMMENTS:

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  
                           Information  
                           1st Reading  
 DATE: August 23, 2012  
 AGENDA ITEM: \*Acceptance of the City of Phoenix Block Watch Grants in the Amount of \$29,216.00 and the Walmart Grant in the Amount of \$500.00  
 INITIATED BY: Dr. Steve Murosky, Director of Academic Support Programs SUBMITTED BY: Dr. Steve Murosky, Director of Academic Support Programs  
 PRESENTER AT GOVERNING BOARD MEETING: Dr. Steve Murosky, Director of Academic Support Programs  
 GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: DDA

**SUPPORTING DATA**

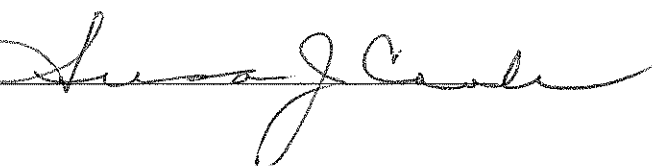
Funding Source: Grants  
 Budgeted: Yes

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
City of Phoenix Block Watch	Maryland School (N)	\$9,898.00	Neighborhood Crime Prevention
City of Phoenix Block Watch	Moon Mountain Elementary (N)	\$9,418.00	Neighborhood Crime Prevention
City of Phoenix Block Watch	Palo Verde Middle (N)	\$9,900.00	Neighborhood Crime Prevention
Walmart	Desert Foothills Junior High (N)	\$500.00	Student Incentives

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the acceptance of the City of Phoenix Block Watch grants in the amount of \$29,216.00 and the Walmart grant in the amount of \$500.00 and authorize the Superintendent to execute all necessary documents.

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: August 23, 2012 Information  
AGENDA ITEM: \*Annual Intergovernmental Cooperative Purchase Agreements with the Mohave Educational Services Cooperative, Inc. (MESC) and State Procurement Office (SPO) 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.

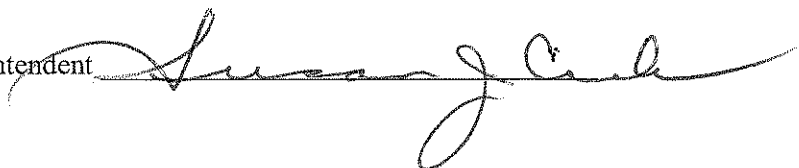
A.R.S. 11-952 and A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements. A school district may either, participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any materials, services, or construction with one or more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

Superintendent



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

Agenda Item \*II.G.

## SPO CONTRACT

**2012-2013 proposed budget capacity for Construction Services is \$ 212,000.00**

<b>Contract Title</b>	<b>Statewide Mechanical/Electrical JOC</b>
<b>Vendor(s):</b>	Pueblo Mechanical
<b>Estimated 2012-2013 Expenditures:</b>	To be used on an as-needed basis.
<b>Department/School Funding:</b>	Bond/Building. Renewal/Capital
<b>Expended in 2011-2012:</b>	\$0.00

## Arizona Department of Education CONTRACT(Under SPO direction)

**2012-2013 proposed budget capacity for the District is \$ 9,909,037.23**

<b>Contract Title</b>	<b>School Improvement Providers</b>
<b>Vendor(s):</b>	
A2Z Educational Consultants	Leadervation Learning
ACA Solutions	Learning Sciences International
Achieve 3000	Lindamood-Bell Learning Process
ACT, Inc.	McRel
Adaptive Technology	Measurement Inc.
America's Choice	Mosiaca Turnaround Partners
Assessment Technology	National Institute for School Leadership
Cambium Learning Group	NCS Pearson
Collaborative Learning	Reliance Education Group
Compass Learning	Scantron Corp.
Evans Newton Inc.	Scholastic
The Flippen Group	Success for All
Global Partnership Schools	Teachscape
Hope Foundation	WestEd
Houghton Mifflin Harcourt Publishing Co.	Wireless Generation
Institute for Research and Reform in Education	(and any other vendors as awarded contracts by the Department of
International Center for Leadership in Education	Education)
The Leadership and Learning Center	
<b>Estimated 2012-2013 Expenditures:</b>	To be used on an as-needed basis.
<b>Department/School Funding:</b>	Individual Departments and Schools/M&O
<b>Expended in 2011-2012:</b>	\$378,346.24



WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: August 23, 2012 Information  
AGENDA ITEM: \*Annual Intergovernmental Cooperative Purchase Agreements with the Greater Phoenix 1st Reading  
Purchasing Consortium for Schools (GPPCS), Strategic Alliance for Volume Expenditures (SAVE) and The Cooperative Purchasing Network (TCPN)  
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 Greater Phoenix Purchasing Consortium for Schools (GPPCS), Strategic Alliance for Volume Expenditures (SAVE) and The Cooperative Purchasing Network (TCPN).

Superintendent



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

Agenda Item \*II.H.

**GPPCS CONTRACT(S)**

2012– 2013 proposed budget capacity for Special Services is \$ 4,226,113.00

<b>Contract Title:</b>	Special Education Contracted Services
<b>Vendor(s):</b>	
Achievement Therapy Services	MTX Therapy Services
Advanced Therapy Solutions	Nurse Core
Advantage on Call Therapy (PHS Staffing)	Pediatric Therapy Arizona
Ann Goodrich	Portrush, Inc. (Nursing Solutions)
APA - Arizona Psych Assessments	Progressus Therapy
Ador Health	Provida Therapy
Basic in Arizona	Pueblo Rehab Services
Bilingual Therapies	Rachel Passon (Play on Words)
C. Gaston	Ridge Zeller Therapy
Cenpatico (CHSP)	Riza Krafts
Comprehensive Education Solutions	Savvy Speech
Concentric Health Care Staffing	Simply SLPS
Core Medical Group	Soliant Health
Creative Arts Therapy Services	Special Comforts
Delta-T Group	Speech Doc
Dependable Nurses of Phoenix	Speech Pathways (Lisa Monheit)
Dr. Doris Blakes Greenway	Staffing Options & Solutions
Ed. Service for Hearing Impaired	STARS
Elemental Therapy Group	Super Cool Kids Therapy
ETS	Supplemental Health Care
Exceptional Education Service	Talking First
Foundation for the Blind	Team Ed
Gary Stromberg	Therapy Matters
Innovative Home Health Care	Therapy One
Kaleidoscope	Therapy Time
Kelli Dupps	Therapy Rehab
Learn It Therapy Services	W.K. Newman & Associates
MD Home Health	Write Track Hand Writing Comp
Mind-Full Music Therapy Services	
<b>Contract Issuer:</b>	Contract issued through Kyrene #K12-26-17
<b>Estimated 2012-2013 Expenditures:</b>	To be used on an as-needed basis.
<b>Department/School Funding:</b>	Special Services Department / M&O
<b>Expended 2011-2012:</b>	\$715,472.89

2012-2013 proposed budget capacity for Nutrition Services is \$ 9,440,000.00

<b>Contract Title:</b>	Kitchen Equipment Repair Services
<b>Vendor(s):</b>	
Byassee Equipment	CR Cooling & Refrigeration
Arrowhead Commercial Equipment	Reliable Refrigeration Service

Service Solutions Group Andrews Refrigeration	General Parts
<b>Contract Issuer:</b>	Contract issued through Osborn #2012-02A
<b>Estimated 2012-2013 Expenditures:</b>	To be used on an as-needed basis.
<b>Department/School Funding:</b>	Nutritional Service Department / M&O
<b>Expended 2011-2012:</b>	\$12,393.63

#### SAVE CONTRACT(S)

2012-2013 proposed budget capacity for the District is \$ 9,909,037.23

<b>Contract Title:</b>	Medical Supplies
<b>Vendor(s):</b>	
Buddy's All Stars CPR Savers Henry Schein, Inc. Interboro Packaging Corp. Medco Supply	MMS - A Medical Supply Co. Plak Smacker United Health Supplies William V. MacGill
<b>Contract Issuer:</b>	Contract issued through Tolleson Elementary #13-02-17
<b>Estimated 2012-2013 Expenditures:</b>	To be used on an as-needed basis.
<b>Department/School Funding:</b>	Materials Management Center / Individual schools / M&O
<b>Expended 2011-2012:</b>	\$30,681.35
<b>Contract Title:</b>	Photographic Equipment and Supplies
<b>Vendor(s):</b>	
Aves Audio Visual Systems Great Events Tempe Camera	Troxell Communications WB Hunt Company
<b>Contract Issuer:</b>	Contract issued through Phoenix Union #1-811 & #1-811R
<b>Estimated 2012-2013 Expenditures:</b>	To be used on an as-needed basis.
<b>Department/School Funding:</b>	Individual Schools and Departments / M&O
<b>Expended 2011-2012:</b>	\$105,628.61

2012– 2013 proposed budget capacity for Special Services is \$ 4,226,113.00

<b>Contract Title:</b>	Nursing Services
<b>Vendor(s):</b>	
@ Work Medical Services Around the Clock Healthcare Services Axis Medical Staffing Career Staff Unlimited Delta-T Group Dependable Nurses	Maxim Healthcare Services NSI Nursing Services Nurse-Core Nurse Finders Soliant Health
<b>Contract Issuer:</b>	Contract issued through Marana #13-04-17
<b>Estimated 2012-2013 Expenditures:</b>	To be used on an as-needed basis.

<b>Department/School Funding:</b>	Special Services Department / M&O
<b>Expended 2011-2012:</b>	\$173,513.69

2012-2013 proposed budget capacity for Maintenance Services is \$651,797.83

<b>Contract Title:</b>	Ground Parts, Supplies and Equipment Service
<b>Vendor(s):</b>	
A & G Turf Equipment	Horizon
Aero Equipment Supply	Quality Equipment & Spray
Borders Turf & Tractor	Simpson Norton
Ewing Irrigation	
<b>Contract Issuer:</b>	Contract issued through Glendale #12.13.008
<b>Estimated 2012-2013 Expenditures:</b>	To be used on an as-needed basis.
<b>Department/School Funding:</b>	Maintenance Department / M&O
<b>Expended 2011-2012:</b>	\$41,726.53

2012-2013 proposed budget for Printing Services is \$ 157,749.10

<b>Contract Title:</b>	Printing, Binding, and Design Services
<b>Vendor(s):</b>	
Arizona Library Binding	Office Depot
Bluemedia	Rhonda Rae Reprographics
Century Graphic	Roswell Bookbinding
Complete Print Shop	Schuster Print Marketing Services
International Minute Press of Gilbert	Techniprint Company
<b>Contract Issuer:</b>	Contract issued through Higley #012-202
<b>Estimated 2012-2013 Expenditures:</b>	To be used on an as-needed basis.
<b>Department/School Funding:</b>	Printing Department / M&O
<b>Expended 2011-2012:</b>	\$76,734.16

2012-2013 budgets for Title I and Grants are determined as students register

<b>Contract Title:</b>	Consultant Services, Education and Prevention Programs (Supplemental#2)
<b>Vendor(s):</b>	
Appelbaum Training Institute	JVA Consulting
AZ Foundation for Resource Education	Kidz for Life
AZ School Transformation Group	Mason Educational Consulting Associates
Catapult Learning	Pearson Clinical Assessment
Cawthorne Consultation Svcs. & Interventions	Sheri J. Smith Consulting
Chalex Literacy Consulting	Southwest Educational Consulting Associates
Community Bridges	Solution Tree
Houghton Mifflin Harcourt	Staff Development Resources
Independence Behavioral Coaching	Teacher Created Materials
<b>Contract Issuer:</b>	Contract issued through Mesa #10-52MP
<b>Estimated 2012-2013 Expenditures:</b>	To be used on an as-needed basis.

<b>Department/School Funding:</b>	Printing Department / M&O
<b>Expended 2011-2012:</b>	\$266,370.18

#### **TCPN CONTRACTS**

**2012-2013 proposed budget capacity for the District is \$ 9,909,037.23**

<b>Contract Title:</b>	MRO Supplies
<b>Vendor(s):</b>	Grainger
<b>Contract Issuer:</b>	Contract issued through TCPN #R4953
<b>Estimated 2012-2013 Expenditures:</b>	To be used on an as-needed basis.
<b>Department/School Funding:</b>	Materials Management Center/Individual Departments, M&O
<b>Expended 2011-2012:</b>	\$128,074.80

**2012-2013 proposed budget capacity for Construction Services is \$ 212,000.00**

<b>Contract Title:</b>	Job Order Contracting
<b>Vendor(s):</b>	Centennial Contractors
<b>Contract Issuer:</b>	Contract issued through TCPN #R5080
<b>Estimated 2012-2013 Expenditures:</b>	To be used on an as-needed basis.
<b>Department/School Funding:</b>	Capital Projects
<b>Expended 2011-2012:</b>	\$0.00

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: August 23, 2012 Information  
AGENDA ITEM: \*Extension and Renewal of Annual Contracts for Specified Goods and Services 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: BBA, DJE and ARS 15-213

**SUPPORTING DATA**

Funding Source: Various  
Budgeted: Yes

Attached is information for the contracts that have been previously awarded by the Governing Board. These contracts will soon be expiring. Because performance under these contracts has been satisfactory, extension of these contracts is recommended. No school or department can spend more than is budgeted without prior approval from the Finance Department.

The estimated requirements cover the period of the contract and are reasonable and continuing. A multi-term contract encourages effective competition and promotes economies in school district procurement.

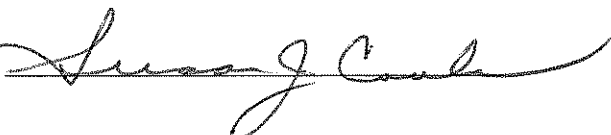
The 2012-2013 proposed budget capacity is provided on the attached list.

Copies of the individual contracts are available for review in the Purchasing Department.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the extension and renewal of annual contracts for specified goods and services as presented.

Superintendent



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

Agenda Item \*II.I.

**2012-2013 proposed budget capacity for Maintenance Services is \$651,797.83**

Contract Title:	10.019, Paint and Related Products/Services
Vendor(s):	Dunn Edwards Paints
Board Approval	August 26, 2010
Proposed Extension	Second
Renewal Options Remaining:	Two
Proposed 2012-2013 Expenditures:	To be used on an as-needed basis.
Expended 2011-2012:	\$69,145.23

**2012-2013 proposed budget capacity for Transportation Services is \$ 1,971,900.00**

Contract Title:	08.005, Bus Parts and Repair Services
Vendor(s):	Cummins Rocky Mountain
Board Approval	July 10, 2008
Proposed Extension	Fourth and Final
Renewal Options Remaining:	None
Proposed 2012-2013 Expenditures:	To be used on an as-needed basis.
Expended 2011-2012:	\$16,135.28
Contract Title:	10.021, Vehicle Glass Replacement
Vendor(s):	Bunker's Glass
Board Approval	August 26, 2010
Proposed Extension	Second
Renewal Options Remaining:	Two
Proposed 2012-2013 Expenditures:	To be used on an as-needed basis.
Expended 2011-2012:	\$3,122.26

**2012-2013 proposed M&O budget capacity for the District - \$ 9,909,037.23**

Contract Title:	11.006, Art Supplies
Vendor(s):	
Blick Art Materials	Office Depot
Business Stationers	Pyramid School Products
Commercial Art Supply	S&S Worldwide
Elgin School Supplies	School Specialty
National Art & School Supplies	Standard Stationery Supply
Marjon Ceramics	Triarco Arts & Crafts
Board Approval	September 22, 2011
Proposed Extension	Second and Final
Renewal Options Remaining:	None
Proposed 2012-2013 Expenditures:	To be used on an as-needed basis.
Expended 2011-2012:	\$494,382.54

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: August 23, 2012 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/ACCEL  
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. 35<sup>th</sup> 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 School kitchen.

The Washington School 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.

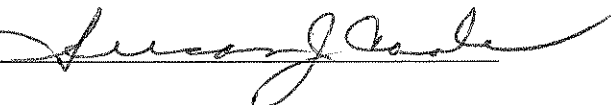
All costs associated with the service will be supported by Federal Reimbursement and fees paid by ACCEL to the Washington Elementary School District.

The Agreement has been reviewed by District Legal Counsel.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the 2012-2013 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.J.



**AGREEMENT TO PROVIDE SCHOOL MEALS  
2012/2013 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 13, 2012 through June 30, 2013, 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 \$1.00, and reduced breakfast is \$0.40. The cost of a paid lunch for an elementary student is \$2.00, 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 28<sup>th</sup> 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. 35<sup>th</sup> 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: \_\_\_\_\_

Nancy Molder  
Principal

Connie Parmenter  
Director of Nutrition Services

Date: 7/27/2012

Date: 7-24-2012

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: August 23, 2012 Information  
AGENDA ITEM: \*Affiliation Agreement to Provide Meals to Gompers Special Education Day 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/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. 27<sup>th</sup> Avenue. If approved, meals will be prepared at Abraham Lincoln Traditional School and be picked up by the staff from Gompers.

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

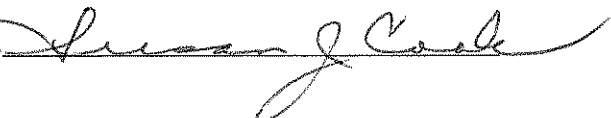
All costs associated with the service will be supported by Federal Reimbursement and fees paid by Gompers to the Washington Elementary School District.

The Agreement has been reviewed by District Legal Counsel.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the 2012-2013 Affiliation Agreement with Gompers Habilitation Center and Washington Elementary School District No. 6 Nutrition Services Department to provide meals to Gompers Special Education Day 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.K.

**AGREEMENT TO PROVIDE SCHOOL MEALS  
2012/2013 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 13, 2012 through June 30, 2013, 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 \$2.00, 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 28<sup>th</sup> 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. 27<sup>th</sup> Ave.  
Phoenix, Arizona 85007

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

Gomper's

Jay B. Twitchell  
Principal

Jay B. Twitchell  
Print Name

July 27, 2012  
Date

Washington Elementary School District

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Print Name

Connie Parmenter  
Child Nutrition Director

Connie Parmenter  
Print Name

7-24-2012  
Date

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: August 23, 2012 Information  
AGENDA ITEM: \*Contract with Maricopa County for Arizona Nutrition Network Services (PH NOI 12-013) 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: Maricopa County Department of Public Health  
Budgeted: Yes

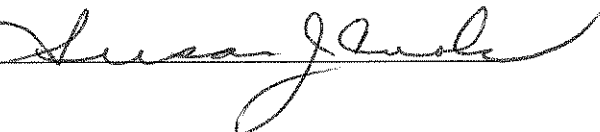
Since 2005, the Washington Elementary School District (WESD) has received funding to provide nutrition education to students. In the past, the funding has come through a Local Incentive Award through the Arizona Department of Health Services. The funding for the 2012-2013 school year (\$125,952.00) will be coming through a partnership with the Maricopa County Department of Public Health. The funding will be used to expand and improve nutrition education at schools in the district with more than 50% of their students qualifying for free or reduced meal benefits. The program provides for the WESD Nutrition Services Dietitians to provide classroom education that is age appropriate and aligned to help students achieve Arizona comprehensive health standards for nutrition education.

This contract has been reviewed by District Legal Counsel.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the 2012-2013 Contract with Maricopa County for Arizona Nutrition Network Services and Washington Elementary School District No. 6 and authorize the Superintendent to execute the Contract on behalf of the District.

Superintendent



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

Agenda Item \*II.L.





## CONTRACT PURSUANT TO PH NOI 12-013

CONTRACT #: 860-12-13B

This Contract is entered into this 1<sup>st</sup> day of October, 2012 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and The Washington Elementary School District (Contractor), for Arizona Nutrition Network services.

### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of (1) year, beginning on the 1<sup>st</sup> day of October, 2012 and ending the 30<sup>th</sup> day of September, 2013.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of (4) years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

### 3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."

- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

#### 3.3 INVOICES:

- 3.3.1 The Contractor shall submit two (2) legible copies of their detailed Contractor Expenditure Report (CER) before payment(s) can be made. At a minimum, the CER must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date

- Payment terms
- Date of service or delivery
- Description of service provided
- Total expenses
- Total Amount Due

- 3.3.2 CERs are to be submitted no later than the 10<sup>th</sup> of the month following the month of service. CERs shall be submitted electronically via email and followed up with a hard copy.
- 3.3.3 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.
- 3.3.4 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site ([www.maricopa.gov/finance/vendors](http://www.maricopa.gov/finance/vendors)).
- 3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

#### 4.0 AVAILABILITY OF FUNDS:

- 4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

#### 5.0 DUTIES:

- 5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.
- 5.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

#### 6.0 TERMS and CONDITIONS:

##### 6.1 INDEMNIFICATION:

- 6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors,

omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

## 6.2 INSURANCE REQUIREMENTS:

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 Workers' Compensation.

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Errors and Omissions Insurance.

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

6.2.13 Certificates of Insurance.

6.2.11.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

6.2.11.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.11.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

- 6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Public Health  
Attn: Cheryl Rentscheler, Procurement Officer  
4041 N. Central Avenue, #1400  
Phoenix, AZ 85012  
(602) 506-6886  
[cherylrentscheler@mail.maricopa.gov](mailto:cherylrentscheler@mail.maricopa.gov)

For Contractor:

Washington Elementary School District  
Melissa Paulsen  
4650 West Sweetwater Ave  
Glendale, AZ 85304  
602-896-5237  
[melissa.paulsen@wesdschools.org](mailto:melissa.paulsen@wesdschools.org)

6.5 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.6 TERMINATION FOR DEFAULT:

- 6.6.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

- 6.6.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.
- 6.6.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.
- 6.6.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.8 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.9 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.10 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.11 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.12 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. The Public Health Procurement Officer shall be responsible for approving all amendments for Maricopa County.

6.13 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

- 6.13.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.
- 6.13.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.14 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.15 ALTERNATIVE DISPUTE RESOLUTION:

- 6.15.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

- 6.15.1 Render a decision;
- 6.15.2 Notify the parties that the exhibits are available for retrieval; and
- 6.15.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
- 6.15.4 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.
- 6.15.5 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.16 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.17 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.18 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.19.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.19.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.19.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

6.20.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

6.20.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and



suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.21 CONTRACTOR LICENSE REQUIREMENT:

- 6.21.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.
- 6.21.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 6.22.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
  - 6.27.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
  - 6.27.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 6.27.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
  - 6.27.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 6.22.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.
- 6.22.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.23 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.24 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.25 AUDIT REQUIREMENTS

- 6.25.1 If the Contractor expends \$500,000 or more from all contracts administered and/or funded via County, and/or receives \$500,000 or more per year from any federal funding sources, the Contractor may be subject to Federal audit requirements per P.L. 98-502 "The Single Audit Act". The Contractor shall comply with OMB Circulars A-128, A-110, and A-133 as applicable. The audit report shall be submitted to the Maricopa County Department of Public Health for review within the twelve months following the close of the fiscal year. The Contractor shall take any necessary corrective action to remedy any material weaknesses identified in the audit report within six months after the release date of the report. Maricopa County may consider sanctions as described in OMB Circular A-128 for contractors not in compliance with the audit requirements. All books and records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).
- 6.25.2 The Contractor shall schedule an annual financial audit to be submitted to County for review within twelve months following the close of the program's fiscal year. Contractor understands that failure to meet this requirement may result in loss of current funding and disqualification from consideration for future County-administered funding.
- 6.25.3 The Contractor shall comply with the requirement of the Federal Office of Management and Budget (OMB) Circular A-133. The Contractor is responsible for having an audit performed in accordance with, and when required, by OMB Circular A-133, and for sending a copy of the report issued as a results of the audit to the COUNTY within 30 days of issuance. The County reserves the right to engage an auditor, at the Contractor's expense, to perform an OMB Circular A-133 audit of the Contractor in the event that the Contractor shall fail to engage an auditor or the County shall reject or disapprove of the auditor engaged by the Contractor.
- 6.25.4 The Contractor must also comply with the following OMB Circulars:
  - 6.25.4.1 A-102 Uniform Administrative Requirements for Grants to State and Local Government.
  - 6.25.4.2 A-110 Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals and other non-profit organizations.
  - 6.25.4.3 A-122 Cost Principles for Non-Profit Organizations.
  - 6.25.4.4 A-87 Cost Principles for State and Local Governments.
  - 6.25.4.5 A-21 Cost principles for Education Institutions.

6.26 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 6.26.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

- 6.26.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.27 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

- 6.27.1 Exhibit A, Budget;
- 6.27.2 Exhibit B, Scope of Work

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

**MARICOPA COUNTY**

\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

**ATTESTED:**

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM:**

\_\_\_\_\_  
LEGAL COUNSEL

\_\_\_\_\_  
DATE

**Exhibit A – Budget  
Arizona Nutrition Network  
Budget Justification**

Organization Name: Washington Elementary School District

Budget Category	Adults	K-8	CACFP	Gardens	Annual Expenses	Budget Description	Budget Calculation Details	Annual Expenses
A. Personnel Costs/Salary		\$56,343			\$56,343			\$56,343
B. Fringe Benefits		\$16,559			\$16,559			\$16,559
C. Contracts, Grants, & Agreements		\$6,870			\$6,870	Contract with a live theater group to provide a healthy eating message production at 6 participating schools.	Live production @ \$1145 x 6 = \$6870	\$6,870
D. Non-capital Equipment/Supplies		\$7,001			\$7,036	Food and supplies for food demonstrations, office supplies, expenses for printing and photocopying, and classroom materials. Two laptop computers and NEC projectors to provide classroom education in classrooms without SmartBoard technology. Technology utilized for 100% SNAP-Ed activities.	Food for Food Demonstration = 10 months x 30 demos/month x \$10/each = \$3000; Food Demonstration Equipment = \$1000; Costs for printing & photocopying classroom materials = \$750; NEC XGA LCD 2600 Lumen Projector = \$653; HP Compaq 6550b = \$900; wireless presentation remote = \$35.00; SmartBoard wireless slate = \$349 x 2 = \$698	\$7,036
E. Materials		\$37,644			\$37,644	Incentives to reinforce nutrition education concepts, bulletin board materials, nutrition books and materials from approved materials list, and teaching supplies for classroom education.	Nutrition Incentives for reinforcement of classes (preK - 8th grade) and community events = 30,899 x average \$0.95 = \$29,354; 80 bulletin board displays at \$18 each = \$1440; classroom teaching supplies including curriculum, white board markers, poster board, construction paper, and posters for 300 teachers at eligible schools at \$12/teacher = \$3600; nutrition book bags and nutrition books at \$65/classroom x 50 classrooms	\$37,644

[illegible]

### Exhibit B – Scope of Work

<p><b>Behavior Outcome 1:</b> Half your plate is fruits and veggies, make half your grains whole grains, switch to fat free or low fat dairy.</p> <p><b>State Goal 1:</b> By September 30, 2013, increase the proportion of SNAP recipients and eligibles aged two years and older who meet dietary recommendations for fruit and vegetable consumption.</p>		
Objectives	Action Steps	Evaluation Measures
<p><b>1.1</b> By September 30, 2013, teach the importance of eating fruits and vegetables through the Fruits and Veggies More Matters classes to at least 1200 SNAP eligible 3rd grade students.</p>	1. Coordinate with 12 schools to conduct Fruits and Veggies More Matters classes.	Track the number of students using attendance records.
	2. Execute Fruits and Veggies More Matters classes to 3rd grade students at twelve qualified sites.	
	3.	
	4.	
	5.	
	6.	
	7.	
<p><b>1.2</b> By the end of the class series, 50% of low-income 3rd grade students participating in the Fruits and Veggies More Matters classes will report an increase in knowledge of the benefits of fruits and vegetables.</p>	1. Execute Fruits and Veggies More Matters classes to 3rd grade students at twelve qualified sites.	Conduct pre- and post- surveys using Fruits and Veggies More Matters knowledge survey.
	2. Conduct pre/post-test evaluations	
	3.	
	4.	
	5.	
	6.	
	7.	
<p><b>1.3</b> By September 30, 2013, teach the importance of eating fruits and vegetables to 4000 SNAP eligible Kindergarten and 1st grade students.</p>	1. Coordinate with 26 schools to conduct increasing fruit and vegetable consumption classes.	Track the number of students using attendance records.
	2. Execute fruit and vegetable consumption classes to SNAP eligibles in Kindergarten and 1st grade levels at 26 school sites.	
	3.	
	4.	

5.			
6.			
7.			
1.4	By September 30, 2013, distribute 43500 fruits and vegetable consumption materials through USDA's Fresh Fruit and Vegetable program school sites and community events.	1. Participate in 3 community events. 2. Distribute materials at 11 Fresh Fruit and Vegetable sites. 3. 4. 5. 6. 7.	Track the number of materials distributed.
<b>Behavior Outcome 1:</b> Half your plate is fruits and veggies, make half your grains whole grains, switch to fat free or low fat dairy.			
<b>State Goal 2:</b> By September 30, 2013, increase the proportion of SNAP recipients and eligibles aged two years and older who meet dietary recommendations for calcium by consuming low fat and fat free dairy.			
<b>Objectives</b>		<b>Action Steps</b>	<b>Evaluation Measures</b>
2.1	By September 30, 2013, teach the importance of consuming low fat and fat free dairy products to at least 800 SNAP eligible 5th grade students.	1. Coordinate with 8 schools to conduct low fat dairy consumption classes. 2. Execute low fat dairy consumption classes to SNAP eligible 5th grade students at 8 school sites. 3. 4. 5. 6. 7.	Track the number of students using attendance records.
<b>Behavior Outcome 3:</b> Maintain appropriate calorie balance during each stage of life-childhood, adolescence, adulthood, pregnancy and breastfeeding and older age.			
<b>State Goal 6:</b> By September 30, 2013, increase the number of learning opportunities following the MyPlate guidelines for SNAP recipients and eligibles that would promote a healthy lifestyle.			
<b>Objectives</b>		<b>Action Steps</b>	<b>Evaluation Measures</b>



<p>6.1 By September 30, 2013, teach the importance of following the MyPlate guidelines to at least 5000 SNAP eligibles through classroom education.</p>	<p>1. Coordinate with 30 school sites to conduct MyPlate classes.</p> <p>2. Execute the MyPlate classes to SNAP eligibles in 2nd, 4th, and middle school grade levels at 30 school sites.</p> <p>3.</p> <p>4.</p> <p>5.</p> <p>6.</p> <p>7.</p>	<p>Track the number of students using attendance records.</p>
<p>6.2 By September 30, 2013, distribute 30,000 healthy eating materials at health fairs, community events, and qualified school sites.</p>	<p>1. Participate in 10 health fairs or community events at school sites.</p> <p>2. Distribute materials at 30 school sites.</p> <p>3.</p> <p>4.</p> <p>5.</p> <p>6.</p> <p>7.</p>	<p>Track the number of materials distributed.</p>
<p>6.3 By September 30, 2013, make 37540 indirect contacts through nutrition book bags, murals, and bulletin boards.</p>	<p>1. Purchase materials.</p> <p>2. Develop newsletters and bulletin boards.</p> <p>3. Coordinate with 11 school sites to conduct nutrition book bag activities.</p> <p>4.</p> <p>5.</p> <p>6.</p> <p>7.</p>	<p>Track the number of materials distributed.</p>

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board                     X                     Action  
FROM: Dr. Susan J. Cook, Superintendent                      Discussion  
DATE: August 23, 2012                      Information  
AGENDA ITEM: \*Federal Work-Study Program Agreement with The Bryman School of Arizona                      1st Reading

INITIATED BY: Tricia Heller-Johnson, Principal, Lookout Mountain Elementary School; Sue Brown, Principal, Moon Mountain Elementary School; and Perry Mason, Principal, Mountain Sky Junior High School

SUBMITTED BY: Tricia Heller-Johnson, Principal, Lookout Mountain Elementary School; Sue Brown, Principal, Moon Mountain Elementary School; and Perry Mason, Principal, Mountain Sky Junior High School

PRESENTER AT GOVERNING BOARD MEETING: Tricia Heller-Johnson, Principal, Lookout Mountain Elementary School; Sue Brown, Principal, Moon Mountain Elementary School; and Perry Mason, Principal, Mountain Sky Junior High School

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:                     BBA                    

**SUPPORTING DATA**

Funding Source: No Cost to District  
Budgeted: N/A

The attached Federal Work-Study Program Agreement describes a partnership between Lookout Mountain Elementary School, Moon Mountain Elementary School, Mountain Sky Junior High School, and The Bryman School of Arizona, for the purpose of providing work to The Bryman School of Arizona students who are eligible for the Federal Work-Study Program. The Agreement expires on June 30, 2013. Under this Agreement, eligible students from The Bryman School of Arizona will be made available to perform tutoring for students in both reading and math.

Staff will train and supervise the students to ensure that the students are provided with quality assistance. All Bryman students are required to comply with District Policies and Regulations, including fingerprint clearance/background checks. The schools may initiate reassignment or removal of an assigned Bryman student and will not be responsible for either transportation or compensation for assigned Bryman Students. There is no cost to the District.

The Agreement has been reviewed by District Legal Counsel.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the Federal Work-Study Program Agreement with The Bryman School of Arizona and authorize the Superintendent to execute the necessary documents.

Superintendent 

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

Agenda Item \*II.M.

**The Bryman School of Arizona  
2250 West Peoria Avenue Suite A100  
Phoenix, AZ 85029**

**FEDERAL WORK-STUDY PROGRAM AGREEMENT**

This agreement is entered into between The Bryman School of Arizona, hereinafter know as the "Institution," and Washington Elementary School District #6, hereinafter know as the "Organization," for the purpose of providing work to students eligible for the Federal Work-Study Program (FWS) at Lookout Mountain Elementary School, Moon Mountain Elementary School, and Mountain Sky Jr. High School.

Schedules to be attached to this agreement from time to time must be signed by an authorized official of the Institution and Organization. These attachments will set forth: (1) brief descriptions of the work to be performed by the students under this agreement; (2) total number of students to be employed; (3) the hourly rates of pay; and (4) the average number of hours per week each student will be used.

The Institution will inform the Organization of the maximum number of hours per week a student may work and the length of time the project is expected to run.

Students will be made available to the Organization by the Institution to perform specific work assignments. Students may be removed from work on a particular assignment or from the organization by the Institution, either on its own initiative or at the request of the Organization. The Organizations agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, national origin, or sex. The Organization further agrees that it will comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 86-352; 78 Stat 252), Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implements those Acts.

Transportation for students to and from their work assignments will not be provided by either the Institution or the Organization.

The Institution is considered the employer. The Organization is considered the supervisor for purposes of this agreement. The Institution has the right to control and direct the services of the students, not only as to the result to be accomplished, but also as to the means by which the result is to be accomplished. The Institution determines whether the students meet the eligibility requirements for employment under the Federal Work-Study Program and assigns students to work for the Organization. The Organization determines that the students do, in fact, perform their work.

Compensation of students for work performed on a project under this agreement will be disbursed and all payments due as an employer's contribution under the State or local workers' compensation laws, under the Federal or State social security laws, or under the other applicable laws, will be made by the Institution.

All students assigned by the Institution are required to have fingerprint clear cards consistent with the policies and regulations of the Organization. The Institution shall require all students to comply with all policies, regulations, and procedures of the Organization.

The Institution shall provide and maintain proof of comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage and naming the Organization as an additional insured party.

The Institution to indemnify and hold the Organization harmless against all claims, demands, suits, awards and judgments made or recovered by any persons or agencies due to the actions of the Institution or its employees, agents and/or assigned students during the performance of services under this Agreement.

Either party may terminate this Agreement without cause or penalty by giving the other party 30 days written notice of the intent to terminate this Agreement.

This Agreement shall be effective from the date both parties sign this Agreement until June 30, 2013, unless terminated earlier as outlined in this Agreement.

**The Bryman School of Arizona**

By \_\_\_\_\_  
Its \_\_\_\_\_

Date \_\_\_\_\_

**Washington Elementary School District**

By \_\_\_\_\_  
Its \_\_\_\_\_

Date \_\_\_\_\_

6/2/09 Final

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: August 23, 2012 Information  
AGENDA ITEM: \*Agreement between Washington Elementary School District and Arizona State University – American Dream Academy 1st Reading

INITIATED BY: Linda McKeever, Administrator SUBMITTED BY: Janet Sullivan, Assistant Superintendent for Academic Services

PRESENTER AT GOVERNING BOARD MEETING: Janet Sullivan, Assistant Superintendent for Academic Services

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

**SUPPORTING DATA**

Funding Source: Title I  
Budgeted: Yes

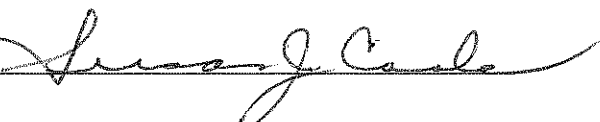
The attached Services Agreement presents an agreement to create a collaborative partnership between Washington Elementary School District (WESD) and Arizona State University (ASU), Center for Community Development and Civil Rights, American Dream Academy. The intention of this agreement is to provide a parent training course for the parents of children enrolled in WESD schools, more specifically at Mountain View School. The ASU American Dream Academy is designed to develop skills and techniques that will enable parents to address the educational needs of their school-aged children. Guidelines for on-campus parent activities will be consistent with WESD policies and regulations for adult visitors. Mountain View will be responsible for providing and preparing locations where training sessions will be conducted. The American Dream Academy staff will host a graduation ceremony with certificates and refreshments for parents in attendance for four or more sessions. The cost of the program is \$4,500.00 regardless of the number of parents participating. Title I will cover the implementation costs of this program at Mountain View.

This program has been met with great success where implemented, including previously at Mountain View, Royal Palm, and Roadrunner Schools. If approved, this Services Agreement will exist for the 2012-2013 school year. Mountain View will work with the ASU American Dream Academy staff to determine the site implementation schedule.

The Services Agreement has been reviewed by District Legal Counsel.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the Services Agreement with Arizona State University – American Dream Academy and authorize the Superintendent to execute the necessary documents.

Superintendent 

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

Agenda Item \*II.N.

**SERVICES AGREEMENT  
ARIZONA STATE UNIVERSITY  
and  
Washington Elementary School District**

This Agreement is entered into as of July 24, 2012, between the ARIZONA BOARD OF REGENTS, a body corporate, for and on behalf of ARIZONA STATE UNIVERSITY, CENTER FOR COMMUNITY DEVELOPMENT AND CIVIL RIGHTS ("Center") and Washington Elementary School District.

- A. Scope of Services: The Center will provide a parent training course ("The American Dream Academy") for the parents of the children enrolled in the School identified in Section B. The Center will recruit parents by phone, provide an Introductory and Recruitment Session, a series of weekly training sessions for parents culminating in a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.
- B. Location(s):
- Mountain View Elementary School  
801 W. Peoria  
Phoenix, AZ 85029**
- C. School Procedures: The ASU American Dream Academy adheres to all School/District procedures such as lockdowns, fire drills, evacuations, etc. We ask that the School provide advance notice, when possible, of any such event prior to program implementation so that the program team can be properly notified and informed.
- D. Fees: The cost of the parent training course is \$4,500.00, regardless of the number of parents graduating.
- E. Security: Security and the enforcement of any and all other security related requirements on School property are the responsibility of the School. The Center will adhere to any and all building regulations and expects all Center staff and parent attendees to do so as well.
- F. Termination: This agreement may be terminated by either party with 30 days notice in writing. The parties acknowledge that this agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. §38-511. See also Section I.
- G. Recruitment: The success of the program depends largely on a large-scale telephone recruitment campaign. The campaign is carried out by the American Dream Academy Call Center. Thus, it is imperative that schools make available the school telephone list, at least two weeks prior to the start date of the program. If the list is not provided, this will be interpreted as a decision by the school to cancel the program with less than 30 days notice, and a termination fee of \$3,500 will be assessed.
- H. Additional School Requirements: The Center shall comply with the applicable requirements as set forth under A.R.S. §15-512. Each School shall advise the Center in advance as to the expected requirement and the Center shall determine whether or not it is able to proceed with the course offering.
- I. Insurance: The Center represents and warrants that it is insured through the State of Arizona, Department of Administration, pursuant to A.R.S. §41-621.
- J. Child Watch Services: The Schools are strongly encouraged to provide child care for all parents participating in the program. In case the School decides to provide child care, the cost and administration of the child care is the sole responsibility of the School and/or the District.

K. Default and Remedies: Any one of the following events shall be deemed to be an “Event of Default” hereunder.

- i. Failure by either party to perform as specifically described herein.
- ii. A court having jurisdiction over any of the parties shall enter an order for relief in any involuntary case commenced against the applicable party as debtor under the Federal Bankruptcy Code or the entry of a court decree or order appointing a custodian, receiver, liquidator, assignee, trustee, or other similar official.

Upon the occurrence of an “Event of Default,” the non-defaulting party (1) shall have all the remedies afforded by law and in equity; and (2) shall have the right to terminate this Agreement.

L. Miscellaneous:

- i. Each party shall be responsible for its and its agents’ negligence, actions and omissions.
- ii. Neither party shall have the right to assign this Agreement without the prior written consent of the other party.
- iii. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective.
- iv. The laws of Arizona shall govern this Agreement, and the Arizona state courts shall have jurisdiction over its subject matter.
- v. Any notice required under this agreement shall be in writing and may either be given by personal delivery or sent by regular mail addressed to the following:

As to American Dream Academy:

Alejandro Perilla, Director  
Center for Community Development and Civil Rights  
Arizona State University  
542 E Monroe, Suite D-100  
Phoenix, AZ 85004  
Office: 602- 496-1020

As to School:

Dr. Susan J. Cook  
Washington Elementary School District  
4650 W. Sweetwater Ave.  
Glendale, AZ 85304

Notice shall be deemed to be received upon presentment to the other party or upon three (3) days after mailing, if mailed postage prepaid by regular mail at the address set forth above for the respective party or at such changed address as may be subsequently submitted by written notice of either party.

- vi. The Center is an independent contractor and is not an employee of the School or School District. Neither the Center nor any personnel of the Center will for any purpose be considered employees

or agents of the School. The Center assumes full responsibility for the actions of the Center's personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits. Neither the School nor any personnel of the School will for any purpose be considered employees or agents of the Center. The School assumes full responsibility for the actions of the School's personnel and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits

vii. State of Arizona Provisions

- a. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
- b. This Agreement is subject to Section 38-511 of the Arizona Revised Statutes. This Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of University is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of the other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.
- c. Notice is provided of Sections 12-133 and 12-1518 of the Arizona Revised Statutes.
- d. If Center's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then Center may provide written notice of this to Contractor and cancel this Agreement without further obligation of the Center. Appropriation is a legislative act and is beyond the control of Center.

M. Authority: The individuals signing below on behalf of the Parties hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of each respective Party and that this Agreement is binding upon the Parties in accordance with its terms.

THE ARIZONA BOARD OF REGENTS  
acting for and on behalf of  
ARIZONA STATE UNIVERSITY  
CENTER FOR COMMUNITY  
DEVELOPMENT AND CIVIL RIGHTS

Washington Elementary School District  
4650 W. Sweetwater Ave.  
Glendale, AZ 85304

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

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

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6**

TO: Governing Board           X           Action  
 FROM: Dr. Susan J. Cook, Superintendent                            Discussion  
 DATE: August 23, 1012                            Information  
 AGENDA ITEM: \*Agreement for Temporary Parking for Mountain View School                            1st Reading

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

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

**SUPPORTING DATA**

Funding Source: Indirect Cost  
 Budgeted: Yes

On March 8, 2012 the Governing Board approved contracts for solar installations at Mountain View and Sunnyslope Schools.

A portion of the installations will be done on parking structures and will limit the availability of parking for staff at various times throughout construction. At Mountain View, parking is limited already and there was a need to procure supplemental parking during this construction phase. The District has been able to work with the Covenant of Grace Fellowship Church to procure the use of their parking lot as needed from August 16, 2012 through November 2, 2012.

The Covenant of Grace Fellowship has requested a fee of \$800.00 and to receive certification of liability insurance from the District.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the agreement with Covenant of Grace Fellowship for temporary parking at total cost of \$800.00.

Superintendent



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

Agenda Item \*II.O.

# Facilities Use Agreement

This agreement by and between **Covenant of Grace Fellowship 906 W. Peoria Ave, Phoenix AZ 85029** ("Owner"),

and \_\_\_\_\_ Washington Elementary School District \_\_\_\_\_ ("User"),

will take effect on the \_\_\_\_ 16th \_\_\_\_ day of \_\_\_\_ August, 2012 and will continue for a period of 10 weeks.

WHEREAS, Owner owns premises located at **906 W. Peoria Ave, Phoenix AZ 85029**

which is normally used for, Church services, meetings and other activities related to our stated beliefs,

and WHEREAS, User desires to use up to 9 parking spaces 8/16 – 9/12; up to 32 spaces 9/13 – 10/10 and up to 4 spaces 10/11 – 11/2 in the parking area of the facilities for the purpose of parking for teachers doing construction at Mountain View School, 801 W. Peoria Avenue, Phoenix, AZ 85029,

and WHEREAS, Owner has agreed to allow User to use the facilities provided that the following terms and conditions are met.

## It is Therefore Agreed By and Between the Parties:

1. Owner agrees to let User use the above described premises for the above described purpose from 8/16/2012 – 11/2/2012.

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is the contact person for Owner and Sue Pierce, Director of Facility Planning and Energy, WESD, is the contact person for User to coordinate the details of usage.

2. ☒ **Fee Agreement.** User agrees to pay Owner \$112.50/week from 9/13 – 10/10 and a prorated amount for the low use weeks (8/16 – 9/12 and 10/11 – 11/2) or a total cost of \$800 for the use of the premises.  
☐ **Non-Fee Agreement.** In consideration for the benefit of using Owner's facilities, User agrees to abide by all the terms and conditions of use described in this agreement.
3. User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities.
4. User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose or belief of the Owner, which is a biblically-based religious institution.
5. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.
6. ☒ **Organizational Users.** User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to the Owner at least seven days prior to the date upon which the User begins to use the above described premises. The certificate of insurance will indicate that User has made Owner an "additional insured" on User's policy with respect to the use by User of the above described premises.  
☐ **Individual Users.** User promises and warrants that User will obtain signed Activity Participation Agreements (either provided by or acceptable to Owner) from each participant in the activity. If the participants are minors, User will obtain the signature of at least one parent or legal guardian on each Activity Participation Agreement.
7. User agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above

described premises, its entrances and exits, and surrounding areas, for User's purposes, regardless of whether such injury or damage results from the negligence of the Owner (including Owner's agents, employees and representatives) or otherwise.

8. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits.
9. User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in a safe condition.
10. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.
- 10.5. In the event that Owner must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will Owner be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User's inability to use the above described premises, even if Owner has been advised of the possibility of such damages.
11. User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the Owner.
12. 12. Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Owner and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.
13. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Owner

\_\_\_\_\_  
Leonard Griffin

\_\_\_\_\_  
Pastor

User

\_\_\_\_\_  
Signer's Name

\_\_\_\_\_  
Position with User (title)

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: August 23, 2012 Information  
AGENDA ITEM: \*Transfer of Funds from the Sale of School Property into the Debt Service Fund 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: ARS 15-1102.A

**SUPPORTING DATA**

Funding Source: Fund 506  
(Proceeds from Sale of Property)  
Budgeted: Yes

Each year Washington Elementary School District (WESD) will earn some money from the sale of obsolete or broken furniture and equipment which is deposited into a fund specifically for the sale or lease of school property. These have traditionally been minimal amounts each year, but the District has realized more benefit from recent sales via an online process.


Arizona Revised Statutes provides for districts to "expend the proceeds from the sale or lease of school property for the payment of any outstanding bonded indebtedness of the school district or for the reduction of school district taxes."

At this time, it is recommended that WESD transfer \$143,658.31 into the Debt Service Fund in order to utilize these funds in the payment of bond debt and reduce the total levy.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the transfer of funds from the Proceeds from Sale of Property Fund into the Debt Service Fund.

Superintendent



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

Agenda Item \*II.P.

**WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6**

TO:	Governing Board	<u>          X          </u>	Action
		<u>                    </u>	Discussion
FROM:	Dr. Susan J. Cook, Superintendent	<u>                    </u>	Information
		<u>                    </u>	1st Reading
DATE:	August 23, 2012		
AGENDA ITEM:	<u>*2012-2013 Qualified Evaluators</u>		
INITIATED BY:	<u>Justin Wing, Director of Human Resources</u>	SUBMITTED BY:	<u>Justin Wing, Director of Human Resources</u>
PRESENTER AT GOVERNING BOARD MEETING:	<u>Justin Wing, Director of Human Resources</u>		
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:	<u>BBA and A.R.S. §15-537</u>		

**SUPPORTING DATA**

Funding Source: N/A  
Budgeted: N/A

Arizona Revised Statute Section 15-537, Section D, requires the Governing Board to “designate persons who are qualified to evaluate teachers to serve as evaluators for the District’s teacher performance evaluation system”. The District personnel listed on the attachment have received training on the District’s evaluation procedures and requirements of Arizona State Law. Training occurred for the new and continuing qualified evaluators on July 25, 2012, August 3, 2012, and August 9, 2012. Additional training is scheduled for all qualified evaluators on August 28, 2012, September 18, 2012, October 23, 2012, and November 27, 2012.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the designation of the 2012-2013 qualified evaluators for the teacher performance evaluation system as presented.

Superintendent



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

Agenda Item \*II.Q.

**\*2012-2013 Qualified Evaluators**

**August 23, 2012**

**Page 2**

PRINCIPALS	ASSISTANT PRINCIPALS	STAFF
ANDERSON, DAVID	BARRETT, AUDREY	ALTERSITZ, JANET
ARONOWITZ, CARLA	DAVIS, ENOCH*	BAILEY, LINDA
ASHBRIDGE, KAYLENE	GIBSON, AUDRA	BRANDT, MARY*
BONNETTE, SHANNON	HOOD, CHRISTINE	CANNON, MICHAEL
BROWN, SUSAN	MCCORMICK, CATHIE	CARTER, CRAIG
CARNEY, SEAN	MORRIS, RICHARD*	COOK, SUSAN
CASE, BRENDA	MURPHY, ANTHONY*	DAVIDS, FRANCINE
CHARLSON, ANDREE	TEJADA, JAIME	DIMICELI, MARGUERITE*
CHRISTENSEN, MICHAEL		DYKE, SANDRA
FARMER, MARIA		HENDERSON-BLACK, KEISHA
FOUNTAIN, TIMOTHY		HERBST-TRESTRAIL, KARLA
GARITSON, PHILLIP		HOWSDEN, DIANA*
GUPTON, NICHOLAS		MCKEEVER, LINDA
HALEY-MAYOLE, TARA		MCWHORTER, NATALIE
HALL, JAMES		MUROSKEY, STEVE*
HELLER-JOHNSON, TRICIA		NEGRON, JOE*
HERMAN, LUANNE		PILSBURY, MICHAEL*
HOLLINGSWORTH, CHRISTINE		POST, BARBARA
HOOVER, LEONARD		SCHAUER, SHERYL
LILES, PHILIP		SHUMWAY, D. REX
MASON, PERRY		STERLING, ANN*
MAYNARD, TRACY		SULLIVAN, JANET
MCWHIRTER, PAULA*		SWARTZBAUGH, PHILIP
NEWMAN, BARBARA		WESTHOFF, MAGGIE
PATERSON, BETTY		WING, JUSTIN
PATTERSON, CAROL		
RITZ, LORI		
RUSSELL, ADELE		
SCHOFIELD, KEN		
TREVILLION, MICHAEL		
WARREN, RHONDA		
WOODWARD, TIMOTHY		
*Denotes new qualified evaluators		

**WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6**

TO:	Governing Board	<u>      X      </u>	Action
FROM:	Dr. Susan J. Cook, Superintendent	<u>                    </u>	Discussion
		<u>                    </u>	Information
DATE:	August 23, 2012	<u>      X      </u>	1st Reading
AGENDA ITEM:	<u>*First Reading of Proposed Amended Board Policy IHBHD – Online/Concurrent/ Correspondence Courses</u>		
INITIATED BY:	<u>D. Rex Shumway, Legal Counsel</u>	SUBMITTED BY:	<u>D. Rex Shumway, Legal Counsel</u>
PRESENTER AT GOVERNING BOARD MEETING:	<u>D. Rex Shumway, Legal Counsel</u>		
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:	<u>BGF; A.R.S. 15-808</u>		

**SUPPORTING DATA**

Funding Source: N/A  
Budgeted: N/A

ASBA Policy Service is recommending a revision to Policy IHBHD – Online/Concurrent/Correspondence Courses in order to conform with A.R.S. 15-808, the statutory basis for the Policy. The revision consists of substituting “and” for “or” in the section describing the requirements for promotion or graduation. The State law provides, “If a pupil fails to comply with the testing requirements and the school administers the tests pursuant to this subsection to less than ninety-five percent of the pupils in Arizona online instruction, the pupil shall not be allowed to participate in Arizona online instruction.”

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 IHBHD – Online/Concurrent/ Correspondence Courses.

Superintendent 

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

Agenda Item \*II.R.

## ONLINE / CONCURRENT / CORRESPONDENCE COURSES

### Arizona Online Instruction

Arizona online instruction (AOI) is a learning option for meeting the needs of students in the information age. The District Governing Board may authorize student enrollment in AOI course for credit to fulfill the academic requirements of the Governing Board and the State Board of Education (SBE). The course(s) must be provided by an online course provider or an online school selected and approved by the SBE as defined by and in accordance with the criteria established in A.R.S. 15-808.

To satisfy District class and course standards, the course offerings and content must:

- meet District and SBE academic standards for the identified student population,
- provide at least the minimum course of study and competency requirements for graduation from high school, based on the current cohort year requirements, and
- prepare students for post-secondary success in the world of work, technical school, or college.

To receive credit towards promotion or graduation, a student participating in Arizona online instruction shall:

- satisfactorily complete the course requirements,
- participate in the testing requirements prescribed by A.R.S. 15-741 *et seq.*, *and*
- not be allowed to participate in AOI if the student fails to comply with the testing requirements; ~~or~~ **and** the online instruction provider fails to administer the tests to at least ninety-five percent (95%) of the students participating in the provider schools' AOI.



Upon the student's enrollment in AOI, the student's parents or guardians shall be notified of the state testing requirements.

The District shall coordinate with the AOI provider the gathering, recording, maintenance and reporting of applicable information to the student's parents or guardians, District officials, and the appropriate agencies.

If a student's academic achievement declines while the student is participating in AOI, the student's parents or guardians, teachers and instructors, and the school's administrator shall confer to evaluate whether the student's continued participation in AOI should be allowed.

A student may participate in AOI as either a part-time or full-time student for membership and attendance purposes as prescribed by A.R.S. 15-808. When the student is concurrently enrolled part-time in the District and participating part-time in AOI, daily attendance and membership of the student shall be recorded and reported for funding apportionment purposes as specified by A.R.S. 15-808 and the Uniform System of Financial Records (USFR).

Whenever a student becomes ineligible for continuation in an AOI course or program, for whatever reason, the student shall be enrolled in a District course or courses appropriate to the student's academic qualifications.

The District may make application to the Arizona State Board of Education to become a provider of Arizona Online Instruction.

*Adopted:*                      date of manual adoption

LEGAL REF.:	A.R.S.	15-203
		15-341
		15-701
		15-701.01
		15-741
		15-802
		15-808
		15-901
	A.A.C.	R7-2-301
		R7-2-302

R7-2-302.01

R7-2-302.02

R7-2-302.03

R7-2-302.04

USFR Memorandum No. 244

CROSS REF.:     DI – Fiscal Accounting and Reporting  
                      IHA – Basic Instructional Program  
                      IHB – Special Instructional Programs  
                      IJNDB – Use of Technology Resources in Instruction  
                      IKE – Promotion, Retention, and Acceleration of Students  
                      IKF – Graduation Requirements  
                      JE – Student Attendance  
                      JR – Student Records

# WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board           X           Action  
 FROM: Dr. Susan J. Cook, Superintendent                            Discussion  
                           Information  
 DATE: August 23, 2012           X           1st Reading

AGENDA ITEM: \*First Reading of Proposed Amended Policy IJNDB – Use of Technology Resources in Instruction

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

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BGF

## SUPPORTING DATA

Funding Source: N/A  
 Budgeted: N/A

In response to a recent Federal Communications Commission (FCC) Report and Order regarding the implementation of the Children's Internet Protection Act (CIPA), ASBA Policy Services has recommended revisions to Policy IJNDB and Regulation IJNDB to comply therewith. The FCC Report and Order adds statutory language from the Protecting Children in the 21<sup>st</sup> Century Act, regarding the education of students related to appropriate online behavior, to the current FCC rules implementing the Children's Internet Protection Act (CIPA).

The Protecting Children in the 21st Century Act establishes that E-rate applicants must certify that their CIPA required Internet safety policy provides for the education of students regarding appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and regarding cyberbullying awareness and response. Further, school policies must contain provisions related to monitoring the online activities of minors.

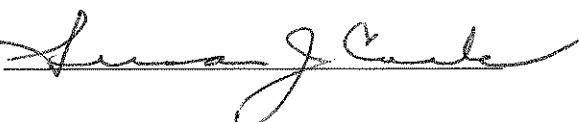
Specific procedures or curriculum for schools to use in the education of this matter is left to the discretion of each individual district to determine. The Policy must include a technology protection measure that protects against Internet access by both adults and minors to visual depictions that are obscene, child pornography or, with respect to use of the computers by minors, harmful to minors.

Attached are the proposed amended Policy IJNDB and Regulation IJNDB.

## SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the First Reading of Policy IJNDB – Use of Technology Resources in Instruction.

Superintendent



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

Agenda Item \*I.I.S.

## USE OF TECHNOLOGY RESOURCES IN INSTRUCTION

### Appropriate use of Electronic Information Services

The District may provide electronic information services (EIS) to qualified students, teachers, and other personnel who attend or who are employed by the District. Electronic information services include networks (e.g., LAN, WAN, Internet), telephones, databases, and any computer-accessible source of information, whether from hard drives, tapes, compact disks (CDs), floppy disks, removable USB storage, or other electronic sources. The use of the services shall be in support of education, research, and the educational goals of the District. To assure that the EIS is used in an appropriate manner and for the educational purposes intended, the District will require anyone who uses the EIS to follow its guidelines and procedures for acceptable use. Anyone who misuses, abuses, or chooses not to follow the EIS guidelines and procedures will be denied access to the District's EIS and may be subject to disciplinary and/or legal action.

The Superintendent shall determine steps, including the use of an Internet filtering mechanism, that must be taken to promote the safety and security of the use of the District's online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Technology protection measures shall protect against Internet access by both adults and minors to visual depictions that are obscene, child pornography or, with respect to use of computers by minors, harmful to minors. Safety and security mechanisms shall include online monitoring activities.

As required by the Children's Internet Protection Act, the prevention of inappropriate network usage includes unauthorized access, including "hacking" and other unlawful activities; unauthorized disclosure, use and dissemination of personal identification information regarding minors.

It is the policy of the Board to:

- prevent user access over the District's computer network, or transmissions of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications;

- prevent unauthorized access and other unlawful online activity;
- prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and
- comply with the children's Internet Protection Act [P.L. No. 106-554 and 47 USC 254(h)].

Each user will be required to sign an EIS user's agreement. The District may log the use of all systems and monitor all system utilization. Accounts may be closed and files may be deleted at any time. The District is not responsible for any service interruptions, changes, or consequences. The District reserves the right to establish rules and regulations as necessary for the efficient operation of the electronic information services.

The District does not assume liability for information submitted and/or retrieved via EIS, including the accuracy of such information, nor does it assume any liability for any information lost, damaged, or unavailable due to technical or other difficulties. While the District will make every effort to ensure accurate information, the user has the ultimate responsibility for how computers and network resources are used and bears the risk of reliance on the information obtained.

### **Filtering and Internet Safety**

As required by the Children's Internet Protection Act, ~~the~~ District shall provide for technology protection measures that protect against Internet access by both adults and minors to visual depictions that are obscene, child pornography, or, with respect to use of the computers by students, harmful to students. The protective measures shall also include monitoring the online activities of EIS users.

Limits, controls and prohibitions shall be placed on EIS users:

- Access to inappropriate matter.
- Safety and security in direct electronic communications.
- Unauthorized online access or activities.

- Unauthorized disclosure, use and dissemination of personal information.
- Any limits, controls, or protections required under the Children's Internet Protection Act (CIPA).

~~The Superintendent is responsible for establishing and enforcing the District's electronic information services guidelines and procedures for appropriate technology protection measures (filters), monitoring, and use.~~

### **Education, Supervision and Monitoring**

**It shall be the responsibility of all District employees to be knowledgeable of the Board's policies and administrative guidelines and procedures related to the use of technology resources. Further, it shall be the responsibility of all employees, to the extent prudent to an individual's assignment, to educate, supervise, and monitor appropriate usage of the online computer network and access to the Internet in accordance with this policy, the Children's Internet Protection Act, and the Protecting Children in the 21<sup>st</sup> Century Act.**

**The Superintendent shall provide for appropriate training for District employees and for students who use the District's computer network and have access to the Internet. Training provided shall be designed to promote the District's commitment to:**

- **the standards and acceptable use of the District's network and Internet services as set forth in District policy;**
- **student safety in regards to use of the Internet, appropriate behavior while using, but not limited to, such things as social networking Web sites, online opportunities and chat rooms; and cyberbullying awareness and response; and compliance with E-rate requirements of the Children's Internet Protection Act.**

**The requirements of this policy are effective immediately. Employees will be held to strict compliance with the requirements of the policy and the accompanying regulation, regardless of whether training has been given.**

**Limits of Privacy**

The District respects the personal privacy of its employees and students. However, because the District's technology resources are provided for the educational purposes of the District, employee and student rights of privacy in this context are limited and information and communications carried on it are subject to public access pursuant to A.R.S. 39-121. The District may review files and communications and monitor system utilization at any time, without notice or permission. Users should not expect that communications, or information sent, retrieved or stored via EIS will be private. The District may, in its sole discretion, close accounts and review or delete files at any time.

**Prohibited Activities**

Material that is fraudulent, harassing, sexually explicit, racially offensive, profane, obscene, intimidating, defamatory, or otherwise unlawful or inappropriate may not be sent by e-mail or other form of electronic communication (such as bulletin board systems, newsgroups, chat groups, blogs, or instant messaging) or display on or stored in District computers.

The District's EIS may not be used for dissemination or storage for commercial purposes of advertisements, solicitations, promotions, political material or any other unauthorized material.

**Compliance with Applicable Laws and Licenses**

Users may not illegally copy material protected under copyright law or make that material available to others for copying. In their use of the EIS, users must comply with all software licenses, copyrights and all other state, federal and international laws governing intellectual property and online activities.

**Accessing other Computers and Networks**

A user's ability to connect to other computer systems through the network or by a modem does not imply a right to connect to those systems or to make use of those systems unless specifically authorized by the operators of those systems.

## **Installation of Software**

Users may not install personal software onto District computers. Files obtained from sources outside the District, including disks brought from home and files downloaded from online resources, may contain dangerous computer viruses and should never be downloaded onto District computers without prior approval by MIS. This is not intended to restrict the downloading of files from Internet sources or online services for use as curriculum supplements by teachers.

## **Duty Not to Waste District Resources**

Users must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to sending mass mailings, printing multiple copies of documents, or otherwise creating unnecessary network traffic.

## **Personally Identifiable Information**

School websites may be used to provide a format for students to publish their work and to communicate their ideas. At no time should a website contain images of a student with his or her name, parent's name, address, phone number, e-mail address or other identifying personal information. Staff working with students shall edit all publications to ensure that student privacy is protected.

**The Superintendent is responsible for the implementation of this policy and for establishing and enforcing the District's electronic information services guidelines and procedures for appropriate technology protection measures (filters), monitoring, and use.**

*Adopted:* June 12, 2008

LEGAL REF.: A.R.S. 13-2316  
13-3506.01  
13-3509  
15-341  
34-501  
34-502

20 U.S.C. 9134, The Children's Internet Protection Act  
47 U.S.C. 254, Communications Act of 1934 (The children's  
Internet Protection Act)



**REGULATION****REGULATION**

## **USE OF TECHNOLOGY RESOURCES IN INSTRUCTION**

### **(Safety and Use of Electronic Information Services)**

Use of the electronic information services (EIS) requires that the use of the resources be in accordance with the following guidelines and support the education, research, and educational goals of the District. Filtering, monitoring and access controls shall be established to:

- Limit access by minors to inappropriate matter on the Internet.
- Monitor the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications.
- Monitor for unauthorized access, including so-called “hacking,” and other unlawful activities by minors online.
- Restrict access by minors to materials harmful to minors.

### **Content filtering**

A content filtering program or similar technology shall be used on the networked electronic information system (EIS) as well as on stand-alone computers capable of District authorized access to the Internet. The technology shall at a minimum limit access to obscene, profane, sexually oriented, harmful, or illegal materials. Should a District adult employee have a legitimate need to obtain information from an access-limited site, the Superintendent may authorize, on a limited basis, access for the necessary purpose specified by the employee's request to be granted access.

### **Education, Supervision, and Monitoring**

**It is the responsibility of all District employees to be knowledgeable of the Board's policies and administrative guidelines and procedures related to the use of technology resources. Employees are further responsible, to the extent prudent to an individual's assignment, to educate, supervise, and monitor student use of the online computer network. District, department, and school**

**REGULATION****REGULATION**

**administrators shall provide employees with appropriate in-servicing and assist employees with the implementation of Policy IJNDB.**

As a means of providing safety and security in direct electronic communications and to prevent abuses to the appropriate use of electronic equipment, all computer access to the Internet through the District electronic information systems (EIS) or stand-alone connection shall be monitored periodically or randomly through in-use monitoring or review of usage logs.

**Access control**

Individual access to the EIS shall be by authorization only. Designated personnel may provide authorization to students and staff who have completed and returned an electronic information services user agreement. The Superintendent may give authorization to other persons to use the EIS.

**Acceptable use**

Each user of the EIS shall:

- Use computers and network resources to support personal education objectives consistent with the educational goals and objectives of the School District.
- Agree not to submit, publish, display, or retrieve any defamatory, inaccurate, abusive, obscene, profane, sexually orientated, threatening, racially offensive, or illegal material.
- Abide by all copyright and trademark laws and regulations.
- Not reveal home addresses, personal phone numbers or personally identifiable data unless authorized to do so by designated school authorities.
- Understand that electronic mail or direct electronic communication is not private and may be read and monitored by school-employed persons.

**REGULATION****REGULATION**

- Not intentionally use EIS in a way that would disrupt the use of EIS by others.
- Not use computers or network resources, including telephones, for commercial, political, or non-district related purposes unless permission is given to do so.
- Follow the District's code of conduct and abide by policies and procedures.
- Not attempt to harm, modify, add or destroy software or hardware nor interfere with system security.
- Understand that inappropriate use may result in cancellation of permission to use EIS and/or other appropriate disciplinary action, and for students, up to and including an expulsion.

In addition, acceptable use for District employees is extended to include requirements to:

- Maintain supervision of students using the EIS.
- Agree to log on and supervise the account activity when allowing others to use District accounts.
- Take responsibility for assigned personal and District accounts, including password and data protection.
- Take all responsible precautions, including password maintenance and file and directory protection measures, to prevent the use of personal, District accounts, and files by unauthorized persons.
- Agree that any software or hardware not purchased by the District must be properly donated and approved by the MIS Department. Donated materials become property of the Washington Elementary School District.
- Understand that all software will be installed by the MIS Department.

**REGULATION****REGULATION**

- Understand that employees will not move any District-owned computer or network resource from its present location including telephones (laptops excluded).

Each user will be required to sign an EIS user's agreement. A user who violates the provisions of the agreement will be denied access to the information services and may be subject to disciplinary action. Accounts may be closed and files may be deleted at any time. The District is not responsible for any service interruptions, changes, or consequences.

Details of the user agreement shall have been discussed with each potential user of the electronic information services. When the signed agreement is returned to the District, the user may be permitted use of EIS resources through the District equipment.

**WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6**

TO:	Governing Board	<u>          X          </u>	Action
		<u>                          </u>	Discussion
FROM:	Dr. Susan J. Cook, Superintendent	<u>                          </u>	Information
		<u>          X          </u>	1st Reading
DATE:	August 23, 2012		
AGENDA ITEM:	<u>*First Reading of Proposed Amended Board Policy JFAA – Admission of Resident Students</u>		
INITIATED BY:	<u>D. Rex Shumway, Legal Counsel</u>	SUBMITTED BY:	<u>D. Rex Shumway, Legal Counsel</u>
PRESENTER AT GOVERNING BOARD MEETING:	<u>D. Rex Shumway, Legal Counsel</u>		
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:	<u>BGF</u>		

**SUPPORTING DATA**

Funding Source: N/A  
Budgeted: N/A

As a result of statutory changes enacted by the Legislature in 2011, limited changes to Policy JFAA – Admission of Resident Students were made by the Board in October, 2011. The recommended changes conformed to new statutory provisions that required school districts to require and maintain verifiable documentation of Arizona residency for students who enroll in the school district. Specifically, the new provisions required the District to comply with forms and guidelines developed by the Arizona Department of Education (ADE) regarding the documentation that is acceptable for verification of residency. Because ADE had not formally published the specific forms, the District developed forms consistent with ADE informal guidance and the schools used those forms for the 2011-2012 school year.

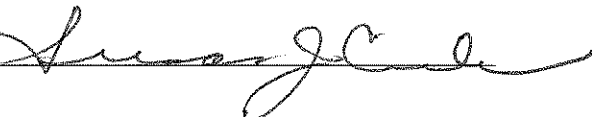
Based on the subsequent formal guidance from ADE, ASBA Policy Services has recommended amendment of Policy JFAA as noted in the attached Policy. Also attached are new Exhibits JFAA-EA – Arizona Residency Documentation Form and JFAA-EB – Affidavit of Shared Residence. These Exhibits constitute the forms that are currently in use in the schools to document residency.

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 JFAA – Admission of Resident Students.

Superintendent



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

Agenda Item \*II.T.

## ADMISSION OF RESIDENT STUDENTS

A student who is a resident of the District and who meets the applicable age requirements established by state law shall be admitted without payment of tuition to the school in the attendance area in which the student resides and may be admitted as a resident transfer student to another school in the District in accordance with the District's open enrollment policy.

The following students are residents of the District:

- A student who is in the legal custody of a natural or adoptive parent or other person to whom custody has been granted by a court order and who resides with the parent or other person in the District.
- A student who is an emancipated minor and whose place of residence is in the District. When determining whether a minor is emancipated, the Superintendent will consider such factors as whether the student is married, financially independent, and residing away from the family domicile with parental consent.
- A student who is 18 years of age or older and whose place of residence is in the District.
- A student who is homeless, and who attended a school in the District at the time of becoming homeless.

### **Residency Verification**

The residency of a student, natural or adoptive parent, or other person to whom custody of the student has been granted by court order shall be based upon evidence of the individual's physical presence and intent to remain in the District. ~~In accordance with guidelines and forms adopted by the Arizona Department of Education, the District shall require and maintain verifiable documentation of residency in the State of Arizona for pupils who enroll in the District.~~ **Such evidence of residency may be determined by using the following verifiable documentation.**

### **Verifiable Documentation**

A.R.S. 15-802(B) requires school districts and charter schools to obtain and maintain verifiable documentation of Arizona residency upon enrollment in an Arizona public school.

The documentation required by A.R.S. 15-802 must be provided each time a student enrolls in a school district or charter school in this state, and reaffirmed during the district or charter's annual registration process via the district or charter's annual registration form. The documentation supporting Arizona residency should be maintained according to the school's records retention schedule.

In general, students will fall into one (1) of two (2) groups: 1) those whose parent or legal guardian is able to provide documentation bearing his or her name and address; and 2) those whose parent/legal guardian is unable to document his or her own residence because of extenuating circumstances including, but not limited to, that the family's household is multi-generational. Different documentation is required for each circumstance.

Parent(s) or legal guardian(s) that maintains his or her own residence: The parent or legal guardian must complete and sign a form indicating his or her name, the name of the school district, school site in which the student is being enrolled, and provide one (1) of the following documents, which bear the parent or legal guardian's full name and residential address or physical description of the property where the student resides (no P.O. Boxes):

- Valid Arizona driver's license, Arizona identification card or motor vehicle registration
- Valid United States passport
- Real estate deed or mortgage documents
- Property tax bill
- Residential lease or rental agreement
- Water, electric, gas, cable, or phone bill
- Bank or credit card statement
- W-2 form
- Void paycheck or payroll stub
- Certificate of tribal enrollment or other identification issued by a recognized Indian tribe that contains an Arizona address

- Documentation from state, tribal or federal government agency (Social Security Administration, Veteran's Administration, Arizona Department of Economic Security)

Parent(s) or legal guardian(s) that does not maintain his or her own residence: The parent or legal guardian must complete and sign a form indicating his or her name, the name of the school district and school site in which the student is being enrolled, and submit a signed, notarized affidavit bearing the name and address of the person who maintains the residence where the student lives attesting to the fact that the student resides at that address, along with a document from the bulleted list above bearing the name and address of the person who maintains the residence.

### Use of and Retention of Documents by Schools

School officials must retain a copy of the attestations or affidavits and copies of any supporting documentation presented for each student (photocopies acceptable) that school officials believe establish validity. Documents presented may be different in each circumstance, and unique to the living situation of the student. Documents retained by the school district may be used as an indicia of residency; however, documentation is subject to audit by the Arizona Department of Education. Personally identifiable information other than name and address (SSN, account numbers, etc.) should be redacted from the documentation either by the parent/guardian or the school official prior to filing.

*Adopted:* October 13, 2011

LEGAL REF.: A.R.S. 15-802  
15-816  
15-821  
15-823  
15-824

42 U.S.C.11301, McKinny-Vento Homeless Assistance Act  
of 2001

CROSS REF.: IKEB – Acceleration  
JFAB – Admission of Nonresident Students  
JFABD – Admission of Homeless Students



JFB – Open Enrollment  
JG – Assignment of Students to Classes and Grade Levels  
JLCB – Immunizations of Students  
JLH – Missing Students  
JR – Student Records  
JRCA – Request for Transfer of Records

**EXHIBIT****EXHIBIT**

## ADMISSION OF RESIDENT STUDENTS

Washington Elementary School District

### ARIZONA RESIDENCY DOCUMENTATION FORM

Student(s) \_\_\_\_\_ School \_\_\_\_\_

Parent/Legal Guardian \_\_\_\_\_

Address \_\_\_\_\_

As the Parent/Legal Guardian of the Student(s), I attest that I am a resident of the State of Arizona and submit in support of this attestation a copy of the following document that displays my name and residential address or physical description of the property where the student resides:

- \_\_\_\_\_ Valid Arizona driver's license, Arizona identification card or motor vehicle registration
- \_\_\_\_\_ Valid U.S. passport
- \_\_\_\_\_ Real estate deed or mortgage documents
- \_\_\_\_\_ Property tax bill
- \_\_\_\_\_ Residential lease or rental agreement
- \_\_\_\_\_ Water, electric, gas, cable, or phone bill
- \_\_\_\_\_ Bank or credit card statement
- \_\_\_\_\_ W-2 wage form
- \_\_\_\_\_ Void paycheck or payroll stub
- \_\_\_\_\_ Certificate of tribal enrollment or other identification issued by a recognized Indian tribe that contains an Arizona address.
- \_\_\_\_\_ Documentation from state, tribal or federal government agency (Social Security Administration, Veteran's Administration, Arizona Department of Economic Security)
- \_\_\_\_\_ I am currently unable to provide any of the foregoing documents. Therefore, I have provided an original affidavit signed and notarized by an Arizona resident who attests that I have established residence in Arizona with the person signing the affidavit.

\_\_\_\_\_  
Signature of Parent/Legal Guardian

Date: \_\_\_\_\_

\_\_\_\_\_  
*For office use only*

Employee signature: \_\_\_\_\_

**EXHIBIT****EXHIBIT**

## ADMISSION OF RESIDENT STUDENTS

### Washington Elementary School District AFFIDAVIT OF SHARED RESIDENCE

I swear or affirm that I am a resident of the State of Arizona and that the person(s) listed below reside with me at my residence, described as follows:

Person(s) who reside with me:

\_\_\_\_\_

Location of my residence:

\_\_\_\_\_

I submit in support of this attestation a copy of the following document that displays my name and current residence address or physical description of my property:

- \_\_\_\_\_ Valid Arizona driver's license, Arizona identification card or motor vehicle registration
- \_\_\_\_\_ Valid U.S. passport
- \_\_\_\_\_ Real estate deed or mortgage documents
- \_\_\_\_\_ Property tax bill
- \_\_\_\_\_ Residential lease or rental agreement
- \_\_\_\_\_ Water, electric, gas, cable, or phone bill
- \_\_\_\_\_ Bank or credit card statement
- \_\_\_\_\_ W-2 form
- \_\_\_\_\_ Void paycheck or payroll stub
- \_\_\_\_\_ Certificate of tribal enrollment or other identification issued by a recognized Indian tribe that contains an Arizona address.
- \_\_\_\_\_ Documentation from state, tribal or federal government agency (Social Security Administration, Veteran's Administration, Arizona Department of Economic Security)

Printed Name of Affiant: \_\_\_\_\_

Signature of Affiant: \_\_\_\_\_

### Acknowledgement

State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

*For office use only*

Employee signature: \_\_\_\_\_

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board   X   Action  
  X   Discussion  
FROM: Dr. Susan J. Cook, Superintendent            Information  
           1st Reading  
DATE: August 23, 2012  
AGENDA ITEM: Appointment of Community Member to the Trust Board  
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: EIC

**SUPPORTING DATA**

Funding Source: N/A  
Budgeted: N/A

The Declarations of Trust for the three self-insurance Trusts (Casualty, Workers' Compensation, Employee Benefit) provide that five individuals shall be appointed by the Governing Board to serve as members of the Trust Boards. Three Trust Board members must be residents of the District, but not employed thereby. Trust Board members are appointed for three year staggered terms as the Governing Board determines and serve at the pleasure of the Governing Board.

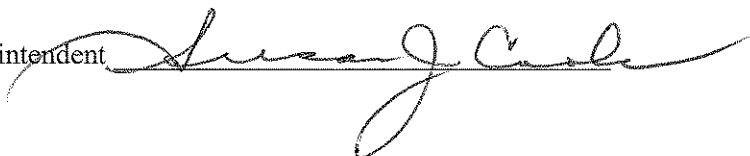
The term of Trust Board member Mark Speicher has expired. Dr. Cook has received the attached letter of interest to serve on the Trust Boards from Judge Robert D. Myers, Retired Presiding Judge, Superior Court, Maricopa County. Judge Myers is a long time resident of the District.

The term of service shall be effective from the date of appointment through December 31, 2014. A copy of Policy EIC is attached.

**SUMMARY AND RECOMMENDATION**

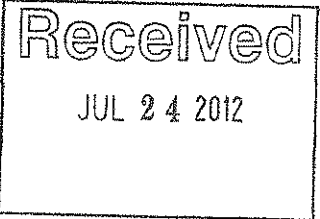
It is recommended that the Governing Board appoint Judge Robert D. Myers to serve as a Member of the Washington Elementary School District Trust Boards for the term expiring on December 31, 2014.

Superintendent



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

Agenda Item III.A.



**JUDGE ROBERT D. MYERS, Retired**  
Presiding Judge, Superior Court of Arizona, Maricopa County

1516 West Winter Drive  
Phoenix, Arizona 85021

Telephone: (602) 980-0848  
Email: [bobjudy62@cox.net](mailto:bobjudy62@cox.net)

July 22, 2012

Dr. Susie Cook, Superintendent  
Washington Elementary School District No. 6  
4650 W. Sweetwater  
Glendale, AZ 85304-1505

Re: Vacant Trust Board Position

Dear Dr. Cook:

My thanks to you and Mr. Shumway for all the time you spent with me last week discussing all of the issues, qualifications and obligations relating to the vacant Trust Board membership position.

After discussing the position with my wife, I have decided to advise you that I **am** interested in membership on the Board. I believe I have sufficient background, education and knowledge of the issues that the Trust Board deals with and about which it makes recommendations to the School Board to be able to make a contribution to the Board's business. I believe that I will be able to devote the time necessary to prepare for and attend the Board meetings.

I also advised you that I have lived in the District for all of my adult life and my three children attended District elementary schools.

At your request I have attached a list of my professional qualifications for you and the School Board to consider when discussing this appointment.

Thanks again for your time and consideration.

Sincerely,

Robert D. Myers

Cc: D. Rex Shumway, Esq.

- Maricopa County Bar Association
  - \* Board member; President; numerous committees such as Young Lawyers Section (Chair); Juvenile Court Procedures (Chair); Medical Malpractice Screening Panel; Medical-Legal Liaison (Chair); Judicial Salaries.
- Maricopa County Legal Aid Society, Board of Directors.
- Western Trial Lawyers Association, President.
- Arizona Trial Lawyers Association, President.
- Phoenix Trial Lawyers Association, President.
- American Trial Lawyers Association, Board of Governors and various committees
- American Bar Association, Litigation Section's Professional Liability Litigation Committee, Chair.
- Arizona Bar Foundation and Roscoe Pound Foundation, Founding Fellow.
- Judicial Selection Boards for the Cities of Phoenix, Mesa and Scottsdale.
- Sandra Day O'Connor Inn of Court, President and Master of the Bench; Thurgood Marshall Inn of Court, 2008 -.
- American Board of Trial Advocates, Advocate.
- National Arbitration Forum, Panel of Arbitrators and Mediators

## Significant Committees

- Arizona Supreme Court's Judicial Council
- Arizona Supreme Court's Committee on Public Access to Court Records, Chair
- Arizona Supreme Court's Committee on Civil Litigation Abuse, Cost and Delay
- Arizona Supreme Court's Committee on Jury Reform
- Arizona Supreme Court's Commission on Minorities
- Superior Court Committee of the Supreme Court
- Arizona Supreme Court's Committee on Examinations, Chair
- Arizona Supreme Court's Committee on Character and Fitness, Chair
- National Conference of Bar Examiners, Multi-State Bar Examination Drafting Committee
- Arizona Supreme Court's Committee On Improving Judicial Oversight and Processing Of Probate Court Matters, 2010-

## Teaching Activities

- Faculty Member, Arizona College of Trial Advocacy
- Faculty Member, Arizona Judicial College
- Arizona State University, College of Law, Adjunct Professor
- Phoenix International School of Law, Adjunct Professor

## Recent Publications

- Myers, Robert D., "Reviewing Civil Discovery and Pretrial Procedures: The Need for Active Judicial Management", Chapter 22, pp 263-273. The Improvement of the Administration of Justice, Seventh Edition, American Bar

- Association, Chicago, Ill., 2002.
- Complex Scientific Evidence and the Jury, *Judicature*, Vol. 83, No. 3, Nov.-Dec. 1999, written with Judge R. Reinstein and Court Admr., Gordon M. Griller.
- Educating Jurors Means Better Trials: Jury Reform in Arizona, *The Judges' Journal*, Vol. 36, No. 4, Fall 1997, written with Gordon M. Griller.
- MAD Track: An Experiment in Terror, *Arizona State Law Journal*, Vol. 25, No. 1, Spring 1993.
- "Fast Track": Its Evolution and Future, *Arizona State Law Journal*, Vol. 21, No. 1, Spring 1989.

## Community and Charitable Activities (non-law related)

- Valley Big Brothers, Board Member and President
- Phoenix Community Alliance, Board Member
- Violence Prevention Initiative, member of the 22 person Steering Committee
- City of Hope Hospital, Duarte, CA -- Phoenix Chapter, President
- Community Organization for Drug Abuse Control [CODAC] -- subsequently changed to CODAMA - Community Organization for Drug and Mental Health Abuse, Founding Board Member and third President
- City of Phoenix Committee on Drug Abuse, first Chairman, appointed by Mayor John Driggs
- Arizona Foundation for the Handicapped, 2010-
- Jewish Genetic Diseases Center of Greater Phoenix, 2008-

## Individual Honors and Awards

- William T. Birmingham Clinic Services Award presented by Volunteer Lawyers Program of the Maricopa County Bar Association for services to the Program by representing indigent clients and service to the community, April, 2008
- State Bar of Arizona's Award as one of the top fifty Arizona Lawyers for Pro Bono Activities, 2008
- Maricopa County Bar Association Presidential Award, May, 2000 -- for "preserving the honor and dignity of the profession and commitment to promoting education and respect for lawyers"
- The American Society for Public Administration, Arizona Chapter, Superior Service Award in Management, 2000
- Maricopa County Bar Association's Henry S. Stevens Judge of the Year Award, 1999 -- for "outstanding service and dedication to improving the legal profession and professionalism of the bench and bar."
- American Judicature Society's Special Merit Citation -- for work on the Delay Reduction Project of the Arizona Court of Appeals
- Tilton School, Tilton, N.H. -- George L. Plimpton Alumni Award, presented to an alumnus in recognition of service to the community
- Maricopa County Medical Society's Medal for Distinguished Public Service
- American Board of Trial Advocates, Judicial Officer of the Year, Phoenix Chapter, 2001
- Justice Tom C. Clark Award from the National Conference of Metropolitan Courts, 2000
- Who's Who in America, Who's Who in the West, Who's Who in American Law

**E-4700      EIC**  
**SELF - INSURANCE PROGRAMS**

**(Trust Board)**

The Governing **Board** shall establish **trust** funds to provide a mechanism for implementation of self-insurance retention programs in accordance with A.R.S. 15-382 and any other applicable laws. The funds appropriated shall be designated to cover:

- Employee health plan benefits allowed under section 501(C)(9) of the Internal Revenue Code of 1954.
- Workers' compensation benefits pursuant to Title 23 of the Arizona Revised Statutes.
- Specified property and liability losses, and any other losses the District may elect to self-insure.
- Management and administration of the self-retention programs, including defense costs, insurance premiums, and other related expenses.

Funds budgeted for the self-insurance programs shall be subject to District budgetary requirements. Additionally, an audit of **trust** funds shall be performed annually by a certified public accountant.

The **trust** funds shall be administered by a **Trust Board** consisting of at least five (5) joint trustees, of whom no more than one (1) may be a member of the Governing **Board** and no more than one (1) may be an employee of the District. Trustees shall be appointed by the Governing **Board** and shall serve at the discretion of the Governing **Board** for three-year staggered terms, except that in no event shall the employee or Governing **Board** representatives serve beyond their employment or membership on the Governing **Board**, respectively. Trustees shall be provided with errors and omissions insurance during their tenure.

The **Trust Board** shall be responsible for the management of the **trust** funds including:

- Interpreting and applying all provisions of the insurance plans approved by the Governing **Board**;
- Formulating, issuing, and applying rules and regulations which are consistent with applicable law and the terms and provisions of the insurance plans approved by the **Board**;
- Making appropriate claim determinations and calculations, and directing the payment of benefits accordingly;
- Arranging for all fund-related reports which may be required either by law or



for fund management and administration;

- Contracting for and paying premiums for any insurance which is purchased in furtherance of the insurance plans;
- Recommending plans, plan design changes and funding levels to the Governing **Board** that are designed to insure the cost-effectiveness and financial solvency of the District's self-insurance programs;
- Developing and implementing preventative programs pertaining to the safety and health of students and employees, and administering said programs in conformity with approved plans and all applicable laws; and
- Insuring compliance with approved plans and all applicable laws pertaining to the safety and health of students and employees, and managing all litigation arising from claims brought against the District.

The **Trust Board** shall develop and codify procedures to address each responsibility.

*Adopted:*     date of manual adoption

LEGAL REF.:    A.R.S.    15-341

15-381

15-382

15-383

15-384

15-386

15-387

15-388

15-502

A.G.O.    I80-216

**WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6**

TO:	Governing Board	<u>          X          </u>	Action
		<u>          X          </u>	Discussion
FROM:	Dr. Susan J. Cook, Superintendent	<u>                          </u>	Information
		<u>                          </u>	1st Reading

DATE: August 23, 2012

AGENDA ITEM: Washington Elementary School District ALEAT Three-Year Technology Plan

INITIATED BY:	Technology Committee	SUBMITTED BY:	Chris Lieurance, Director of MIS/Janet Sullivan, Assistant Superintendent for Academic Services
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PRESENTER AT GOVERNING BOARD MEETING: Chris Lieurance, Director of MIS/ Janet Sullivan,  
Assistant Superintendent for Academic Services

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

**SUPPORTING DATA**

Funding Source: N/A  
Budgeted: N/A

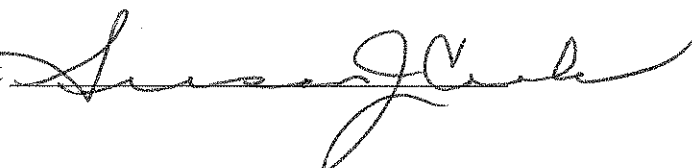
The purpose of this agenda item is to seek the Governing Board's approval for the submission of the Washington Elementary School District (WESD) Technology Plan to the Arizona Department of Education (ADE) as part of the District's Continuous Improvement Plan. The U.S. Department of Education requires school districts to have a state-approved plan for technology in order to be eligible for E-rate and other funding.

This year's Technology Plan differs from those of prior years, as the Technology Plan is now embedded in the District's Continuous Improvement Plan (CIP) housed in the Arizona Local Education Agency Tracker (ALEAT) system. In past years, a separate Technology Plan document was brought to the Governing Board for approval. This stand-alone document had the sole purpose of identifying the technology status and needs of Arizona school districts. This year districts are required to integrate technology-related plans into the Elementary and Secondary Education Act (ESEA) Continuous Improvement Plan.

The CIP consists of eight goals with strategies and action steps identified to address how the goals will be met. For each action step, tags are added to indicate the program(s) impacted by or related to the implementation of the action step. These tags include professional development, Special Education, English language learners and technology. The District's Technology Plan is now comprised of the action steps identified as involving technology ("TECH").

**SUMMARY AND RECOMMENDATION**

It is recommended the Governing Board approve the submission of the Washington Elementary School District Technology Plan in ALEAT.

Superintendent 

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

Agenda Item III.B.

## **Washington Elementary School District ALEAT Three-Year Technology Plan**

**August 23, 2012**

**Page 2**

The attached document is an excerpt from the District's CIP and reflects the goals, strategies and specific action steps which have been identified as technology related with "TECH" tags. Action steps address areas such as curriculum, instruction, assessment, data driven decision making, and the setup of the classroom environment. Other action steps include Internet bandwidth, technology staffing, and professional development. Additionally, any and all action steps which contain technology hardware, software, or reference technology to collect information are "TECH" tagged.

The Continuous Improvement Plan Goals are:

- 1 - Teaching for the Learning Environment
- 1A - Reading/Language Arts Proficiency
- 1B - Mathematics Proficiency
- 2 - Equitable Distribution of Effective Teachers
- 3 - Proficiency in English for ELL
- 4 - High School Graduation
- 5 - Parent Involvement
- 6 - Technology Literacy

The strategies and action steps involving technology were generated by the WESD Technology Committee in conjunction with Academic Services personnel throughout the development of the CIP. These will be updated as the CIP is revised for the 2012-2013 school year.

## **WESD ALEAT Technology Plan:**

### **ALEAT Consolidated Plan ESEA Goals:**

- 1 - Teaching for the Learning Environment
- 1A - Reading/Language Arts Proficiency
- 1B - Mathematics Proficiency
- 2 - Equitable Distribution of Effective Teachers
- 3 - Proficiency in English for ELL
- 4 - High School Graduation
- 5 - Parent Involvement
- 6 - Technology Literacy

### **Goal 1 – Teaching for the Learning Environment**

The Washington Elementary School District vision is commitment to achieving excellence for every child, every day, every opportunity. The mission of the Washington Elementary School District is student achievement, preparing all students to become responsible, successful contributors to our diverse society. Our vision and mission marry well with the foundation for the Continuous Improvement Plan for our LEA which is based upon research that indicates that 80-90% of a school's population will meet the instructional goals when highly effective instruction is implemented in classrooms with Best First Instruction as an essential component of RtI. Three areas of focus are Lesson Planning, Qualities of Effective Instructional Delivery, and a Purposeful Learning Environment. For students needing more individualized support, Tier I and Tier II interventions are provided to concentrate instruction using varied assessment data. Our philosophy, vision, and mission are coherently aligned with the goals and strategies of the CIP for our LEA and increase student achievement District, site, and community members will support oversight and evaluation of the plan. In addition, we have maintained technology networking/filtering/use agreements as well as an Internet Safety Curriculum as part of our commitment to safe and drug free schools.

### **Strategy: Safe and Drug Free Schools Strategy 3**

Continue to maintain Network/Internet filtering and require acceptable use agreements for all staff, students and parents.

#### **Action Step 1:**

Tags: Tech

Maintain and monitor firewalls and Internet security systems that are CIPA compliant.

#### **Action Step 2:**

Tags: Tech

Require staff, students, and parents to agree to an Internet Users Agreement (also known as an Internet Safety Policy or Acceptable Use Policy).

**Strategy: Safe and Drug Free Schools Strategy 4**

Implement an Internet safety curriculum for all students.

**Action Step 1:**

Tags: Tech

Research, plan, and develop an Internet Safety and Cyberbullying curriculum for all students.

**Action Step 2:**

Tags: Tech

Design and implement a professional development plan for staff that relates to Internet safety and Cyberbullying curriculum.

**Strategy: Best First Instruction as a component of RTI**

The district has begun the implementation of Response to Intervention focusing first on an effective Tier I learning environment in all classrooms for all students which requires explicit lesson planning: this is called Best First Instruction.

**Action Step 2:**

Tags: Tech

An effective Tier 1 RTI learning environment will also include differentiated small group instruction as determined by benchmark and progress monitoring data, planned based on learning goals requiring additional instruction and practice.

**Strategy: Effective instruction and learning activities**

Identify effective instructional strategies and learning activities then implement.

**Action Step 5:**

Tags: Tech

Measure student progress frequently and provide on-going feedback to students throughout the lesson: checking for understanding, formative assessment, questioning strategies, periodic practice (systematic review, bell work, spiraling).

**Strategy: Assess learning**

Identify outcomes/assessments.

**Action Step 1:**

Tags: Tech

Determine if students have achieved/mastered the content and language objectives using the following approaches: write a rubric for each learning objective, assess student using formative approach, utilize common assessments to monitor and measure progress, have students chart their progress on each learning objective, and recognize and celebrate growth.

**Strategy: Lesson objectives**

Start the lesson with learning objectives, include appropriate instructional delivery practices.

**Action Step 1:**

Tags: Tech

Include lesson components: anticipatory set/introduction, beginning - setting the stage/learning focus (activating prior knowledge), content and language objectives (presenting objectives visually and verbally throughout the learning segments a minimum of 3 times), input/modeling, middle - problem - solving, investigation, processing, guided practice with feedback (must use formative assessment to guide re-teaching and practice), end - independent practice with monitoring, assessment, closure – student summarization of the learning.

**Strategy: Use effective strategies through the lesson**

Maintain effective strategies and learning activities using multiple approaches.

**Action Step 3:**

Tags: Tech

Multiple modalities are included and are varied, e.g., multiple intelligences, technology, learning styles.

**Action Step 14:**

Tags: Tech

Formative assessments must be included to guide the lesson.

**Action Step 16:**

Tags: Tech

Student learning results are assessed and needs are used for future planning, e.g., data-driven instruction, team dialogue.

**Strategy: Implementation Team tasks**

Members of a cross section of the LEA will oversee and review implementation and identify refinements.

**Action Step 1:**

Tags: Tech

Superintendent, Professional development team, Assistant Superintendent, Assistant Superintendent for Academic Services, Assessment Director, Curriculum Director, Technology Coordinator, MIS Coordinator have developed learning environment plans, will oversee and will evaluate with their input combined with input from teachers and administrators.

**Strategy: Data and PD**

Provide job embedded time for data analysis and instructional planning and other trainings for teachers and Principals.

**Action Step 1:**

Tags: Tech

Provide PLC time for vertical and horizontal data analysis and instructional planning to identify small groups for differentiated instruction and plan lessons aligned with the Arizona State Standards.

**Action Step 2:**

Tags: Tech

Provide professional development for teachers and principals on data collection, analysis and use.

**Action Step 3:**

Tags: Tech

Plan multiple professional development trainings for teachers on site in the practice of data collection, analysis and use within the classroom to increase student achievement.

**Action Step 4:**

Tags: Tech

Provide professional development training opportunities off site that deepens comprehension and practices in using data, analyzing data and applying outcomes to planning instruction.

**Action Step 5:**

Tags: Tech

LEA provides job embedded time for data analysis and planning at Principal Academy, PLA, and Principal meetings.

**Action Step 6:**

Tags: Tech

Principals and staff may attend professional development/leadership trainings to focus their skills in collecting data, analyzing and using data.

**Strategy: Describe LEA data/assessment systems**

Identify LEA data systems for grades K-8.

**Action Step 1:**

Tags: Tech

Administer assessments using the LEA data system: DIBELS Next (K-6) District developed K-1 math observables Developmental writing assessment (K) Phonics screener (K-2) IRI (K-1) District developed multiple choice for math (benchmark)

(3-8) District developed multiple choice for reading (benchmark) (3-6) WRAP Reading (7-8) Six Traits Writing (3-8) Technology (7-8) Art (2-4, 7-8).

**Strategy: LEA level leadership teams**

Multiple teams meet across the LEA for consistency

**Action Step 2:**

Tags: Tech

Cross grade instructional teams meet to collaborate on curriculum, instruction, and assessment tasks and outcomes to provide cohesion and consistency throughout the LEA.

**Action Step 3:**

Tags: Tech

Cross grade level program coaches and administrators collaborate on curriculum, instruction and assessment throughout the LEA.

**Strategy: Connect with local community**

Establish community connections that support student achievement.

**Action Step 1:**

Tags: Tech

Teachers and staff will cultivate open and frequent communication with families.

**Strategy: Environment organized to engage students**

Classroom are designed to engage students in learning: they are well-organized, include walls that teach and celebrate, and are physically ordered to optimize learning.

**Action Step 1:**

Tags: Tech

Resources, materials, supplies are organized for easy teacher and student access.

**Strategy: RTI for Tier II and Tier III Students**

For students needing more individualized support than Tier I Best First Universal Instruction, Tier II and Tier III interventions are provided to concentrate instruction to meet learning gaps with constant progress monitoring to measure improvement or regression.

**Action Step 1:**

Tags: Tech

In order to determine if students have achieved/mastered of the learning objectives, teachers administer assessments using a variety of components that make up the LEA data system to include: DIBELS Next (K-6), the district developed K-1 math observables, the developmental writing assessment (K),



Phonics screener (K-2), IRI (K-6), the district developed multiple choice test for math (benchmark) (3-8), district developed multiple choice test for reading (benchmark) (3-6), WRAP for Reading (7-8) Six Traits Writing (3-8). Other literacy assessments may measure fluency, comprehension, vocabulary, and other components of reading. Other math assessments may focus on numeracy, discrete math, foundational skills, basic math facts, algebra and geometry.

**Action Step 2:**

Tags: Tech

Analyze individual assessment data to determine levels of comprehension (performance levels).

**Action Step 3:**

Tags: Tech

Analyze individual assessment data to determine performance ability (gaps in learning).

**Action Step 4:**

Tags: Tech

Analyze data to identify gaps in learning (patterns in error analysis) by using item analysis, patterns in miscues, consistent errors, and other methods to determine student learning needs.

**Action Step 5:**

Tags: Tech

Analyze data to identify gaps in learning (patterns in error analysis) by using item analysis, patterns in miscues, consistent errors, and other methods to determine student learning needs.

**Action Step 6:**

Tags: Tech

Continue to develop and implement specific practices to identify and support students in need of Tier II interventions whose data reflect consistent gaps in academic achievement and who are in need of specific, explicit instruction and ongoing assessment that strengthens skills and conceptual comprehension in Reading and Math. Small group instruction is provided by a teacher who is highly qualified in the content area (for Strategic students) with maximized learning time, multiple opportunities to practice skills before moving to the next learning objective, and frequent assessment that is systematic and monitors progress for a prolonged period of time in a content area.

**Action Step 8:**

Tags: Tech

Continue to develop and implement specific practices to identify and provide focused support for students at Tier III, whose data reflect significant gaps in academic achievement and who are in need of concentrated, highly specific

instruction provided by a reading specialist on a 1:1 level on a daily basis (for Intensive students) in addition to Tier I and Tier II interventions in order to meet targeted goals for student growth and achievement. Frequent progress monitoring is in place to identify growth or regression data is used frequently to plan for the Intensive student who needs multiple opportunities throughout the regular day/after school to meet learning goals. Consider students who have retention and regression issues in their learning development for consultation with highly qualified special education staff.

### **Goal 1A – Reading/Language Arts Proficiency**

For all students in grades 3-8 meeting or exceeding the standard in reading/language will increase by an average of 5.2% from 73.3% as measured by the 2011 AIMS reading/language test to 78.5% in 2012, and will attain proficiency or better in reading/language arts by 2013-14. For ELL students in grades 3-8 meeting or exceeding the standard in reading/language will increase by an average of 26% from 52.5 % as measured by the 2011 AIMS reading/language test to 78.5 % in 2012, and will attain proficiency or better in reading/language arts by 2013-14. For Special Education students in grades 3-8 meeting or exceeding the standard in reading/language will increase by an average of 52.5% from 26% as measured by the 2011 AIMS reading/language test to 78.5% in 2012, and will attain proficiency or better in reading/language arts by 2013-14. For all students in grades 3-8 at falls far below in reading/language will decrease by an average of 5 % from 6.3% as measured by the 2011 AIMS reading/language test to 1.3% in 2011, and will attain proficiency or better in reading/language arts by 2013-14. For ELL students in grades 3-8 at falls far below in reading/language will decrease by an average of 5 % from 11.8 % as measured by the 2011 AIMS reading/language test to 6.8 % in 2012, and will attain proficiency or better in reading/language arts by 2013-14. For Special Education students in grades 3-8 at falls far below in reading/language will decrease by an average of 10% from 31% as measured by the 2011 AIMS reading/language test to 21% in 2012, and will attain proficiency or better in reading/language arts by 2013-14.

### **Strategy: Reading - Strategy 1**

WESD will continue the focus on the fidelity of implementation of the District-wide adopted scientifically based core reading program in all grades for all students: K-6 Harcourt Storytown; 7-8 McDougal-Littell Literature.

#### **Action Step 1:**

Tags: Tech

Literacy Coach consultants provide job embedded professional development including explicit modeling, co-teaching, co-planning, whole class instruction, data analysis, small group instruction, and using purposeful literacy centers.

**Strategy: Implement RTI Model - Reading Strategy 4**

Implement WESD Roadmap for Response to Intervention addressing the components of Learning Environment (Physical and Emotional), Lesson Planning, Qualities of Effective Instructional Delivery, and Purposeful Learning Environment.

**Action Step Three-Tier RTI Model:**

Tags: Tech

Assist schools with evaluation of current Tier 1, 2 and 3 intervention program models, processes, student identification, progress monitoring and materials.

**Action Step Professional Development for Roadmap:**

Tags: Tech

Design and implement professional development modules addressing each component of the Roadmap, beginning with "Best First Instruction."

**Action Step Provide interventions at District/school levels:**

Tags: Tech

Purchase and train staff on the use of supplemental materials for use in Tier 1-3 intervention, including Reading A-Z, SuccessMaker, and Empower Literacy Centers.

**Action Step Integrate Technology to enhance instruction:**

Tags: Tech

Purchase and provide professional development for teachers to enhance instruction including the use of SmartBoards, responders, document cameras and videos of "Best First Instruction" by WESD master teachers.

**Action Step 7: Web-Based Assessment**

Tags: Tech

WESD will ensure that the infrastructure for broadband connectivity delivered to district classrooms enables reliable access to web-based assessment tools.

Network monitoring (utilizing monitoring software) is conducted on a regular basis by the WESD network administrator.

**Strategy: Reading - Strategy 5**

WESD will monitor data from grade 3-8 District-created reading benchmarks, Read 180, fluency measures, phonics screener, individual reading inventory, 6-trait writing assessments, and K-3 DIBELS at the District and school levels.

**Action Step 1:**

Tags: Tech

Monitor district and school level data for trends showing strengths and weaknesses in student's proficiency in attaining mastery of standards.

**Action Step 2:**

Tags: Tech

Provide school, grade, class and individual student level data to assist schools with data analysis for purposes including modification of instruction within the RTI framework.

**Action Step 3:**

Tags: Tech

Assist schools by providing data for use in data walls, data folders, and individual student data profiles to guide implementation of RTI.

**Strategy 9: Curriculum Mapping**

WESD supports a procedure for consistent, district wide implementation of curriculum (i.e., curriculum mapping, ongoing professional development, etc.) to facilitate curriculum collaboration between grade levels and at transition grades to ensure continuous progress toward meeting the standards.

**Action Step 1:**

Tags: Tech

WESD will ensure that the infrastructure for broadband connectivity delivered to district classrooms enables reliable access to curriculum mapping tools. Network monitoring (utilizing monitoring software) is conducted on a regular basis by the WESD network administrator.

**Strategy 10: Technology Support**

WESD will continue the focus on the fidelity and rigor of the implementation of Mathematics instruction using the District-wide Mathematics Curriculum Guide.

**Action Step 1:**

Tags: Tech

WESD will provide adequate technology resources to support administrative data gathering and reporting, technology tools for student instruction and assessment data gathering, community and staff communication, and technology integration professional development activities. The Director of MIS will work with the Academic Services and/or District Technology Committee to coordinate, monitor, and support technology resources district wide.

**Action Step 2:**

Tags: Tech

WESD will employ staff for the following activities: technology planning and project management, network management, website design, technology integration professional development and technical support to all staff. The Director of MIS will work with district administration to monitor the effectiveness

of existing positions, explore additional staff positions if needed and compare district staffing to state and national staffing data.

### **Goal 1B – Mathematics Proficiency**

For all students in grades 3-8 meeting or exceeding the standard in mathematics will increase by an average of 21.63% from 54.6% as measured by the 2011 AIMS math test to 76.23% in 2012, and will attain proficiency or better in mathematics by 2013-14. For ELL students in grades 3-8 meeting or exceeding the standard in mathematics will increase by an average of 38.73% from 37.5% as measured by the 2011 AIMS math test to 76.23 % in 2012, and will attain proficiency or better in mathematics by 2013-14. For Special Education students in grades 3-8 meeting or exceeding the standard in mathematics will increase by an average of 61.03% from 15.2% as measured by the 2011 AIMS math test to 76.23 % in 2012, and will attain proficiency or better in mathematics by 2013-14. For all students in grades 3-8 falls far below in mathematics will decrease by an average of 10% from 22.3% as measured by the 2011 AIMS math test to 12.3% in 2012, and will attain proficiency or better in mathematics by 2013-14. For ELL students in grades 3-8 falls far below in mathematics will decrease by an average of 10 % from 33% as measured by the 2011 AIMS math test to 22% in 2012, and will attain proficiency or better in mathematics by 2013-14. For Special Education students in grades 3-8 falls far below in mathematics will decrease by 10% from 64% as measured by the 2011 AIMS math test to 54% in 2012, and will attain proficiency or better in mathematics by 2013-14.

### **Strategy: Math - Strategy 1**

WESD will continue the implementation of the new curriculum aligned with the 2008 Mathematics Standard, including the revised pacing guide which provides additional instructional guidance.

#### **Action Step 3:**

Tags: Tech

Mathematics Coaches and consultants provide job embedded professional development including explicit modeling, co-teaching, co-planning, whole class instruction, data analysis, small group instruction, and using purposeful centers.

### **Strategy: Math - Strategy 2**

WESD will continue the focus on the fidelity and rigor of the implementation of Mathematics instruction using the District-wide Mathematics Curriculum Guide.

#### **Action Step 2:**

Tags: Tech

Utilize walkthrough data to identify areas of need for professional development.

**Action Step 3:**

Tags: Tech

Provide training on the use of data and small flexible grouping strategies to assist teachers in meeting the individual needs of all learners to increase student engagement.

**Strategy: Math - Strategy 3**

WESD will research, acquire, train, implement and support math fluency and content Tier II and III supplemental intervention programs for all students, including those specifically for English language learners and special education students.

**Action Step 1:**

Tags: Tech

Evaluate existing math intervention programs to include Destination Math, Rocket Math, Fast Math, and SuccessMaker and determine effectiveness and potential expanded use of any of these programs.

**Strategy: Math - Strategy 7**

Implement WESD Roadmap for Response to Intervention addressing the components of Learning Environment (Physical and Emotional), Lesson Planning, Qualities of Effective Instructional Delivery, and the three tier model.

**Action Step 1:**

Tags: Tech

Purchase technology equipment and provide professional development for teachers to enhance instruction including the use of SmartBoards, responders, document cameras , video cameras and videos of "Best First Instruction" by WESD master teachers.

**Action Step 3:**

Tags: Tech

Purchase and train staff on the use of supplemental materials for use in Tier 1-3 intervention, including SuccessMaker, and development of formative assessments to drive instruction using Exam View Pro. Also, include replacement units to fill gaps/training for teachers K-8. Provide training with the use of manipulative such as algebra tiles, Singapore math strategies, graphing calculators, place value manipulative and number lines.

**Action Step 4:**

Tags: Tech

Assist schools with evaluation of current Tier 1, 2 and 3 intervention program models, processes, student identification, progress monitoring and materials.

**Action Step 6:**

Tags: Tech

WESD will ensure that the infrastructure for broadband connectivity delivered to district classrooms enables reliable access to curriculum mapping tools. Network monitoring (utilizing monitoring software) is conducted on a regular basis by the WESD network administrator.

**Strategy 9: Curriculum Mapping**

WESD supports a procedure for consistent, district wide implementation of curriculum (i.e., curriculum mapping, ongoing professional development, etc.) to facilitate curriculum collaboration between grade levels and at transition grades to ensure continuous progress toward meeting the standards.

**Action Step 1:**

Tags: Tech

WESD will ensure that the infrastructure for broadband connectivity delivered to district classrooms enables reliable access to curriculum mapping tools. Network monitoring (utilizing monitoring software) is conducted on a regular basis by the WESD network administrator. (Due on 10/30/2013).

**Goal: 2 Equitable Distribution of Effective Teachers**

By 2013, provide all students with access to effective teachers and principals through equitable distribution and high quality professional learning opportunities in order to close achievement gaps.

**Strategy: Strategy Two**

Recruitment and Placement of Highly Qualified, Effective Teachers and Principals

**Action Step 2:**

Tags: Tech

Partner with Arizona State University for the iTeach model of student teaching by sponsoring a cohort of early childhood certified student teachers.

**Strategy: Strategy Three**

Retention of Highly Qualified, Effective Teachers and Principals.

**Action Step 3:**

Tags: Tech

Collect data from current staff members as to their needs and what they value to continue employment with WESD.

**Strategy: Strategy Four**

Aligned, Coherent Professional Development for Teachers and Principals.

**Action Step 10:**

Tags: Tech

Conduct training sessions with site evaluators on the application of the acquired instructional knowledge in the evaluation process, focusing on the collection of data pertaining to the teachers' application of effective instructional practices and the effectiveness of the use of these practices in increasing student engagement and achievement.

**Action Step 11:**

Tags: Tech

Conduct training sessions for program coaches on effective coaching strategies focusing on the collection of data pertaining to the teachers' application of effective instructional practices and the coaching dialogue related to the effectiveness of the use of these practices in increasing student engagement and achievement.

**Action Step 15:**

Tags: Tech

Conduct knowledge building sessions focusing on the qualities of effective instructional planning and delivery including content and language objectives, learning segments, effective student engagement strategies, and process for monitoring student growth.

**Action Step 16:**

Tags: Tech

Provide training for individuals and teams focusing on analyzing student work and monitoring student progress through data walls, data dialogues, vertical team data analysis, and making instructional decisions based on student data.

**Action Step 18:**

Tags: Tech

Implement a coaching model that includes classroom walk-throughs, observations in demonstration classrooms, lesson planning, videotaping classroom practices for analysis of effective instruction content and delivery strategies acquired in training, and reflective dialogue pertaining to instructional decision making and the monitoring of student progress.

**Action Step 19:**

Tags: Tech

Develop quality demonstration classrooms in various settings, grade levels, and content areas that model effective teaching strategies utilizing highly effective teachers as models.



**Action Step 20:**

Tags: Tech

Evaluate the various trainings and their impact on staff and students through reflections, observations, walk-throughs, video tapes, session evaluations, student testing data, interviews, PLC planning documents, and taking the NSDC Standards Assessment Inventory.

**Strategy 6:**

Recruit, Retain, and Improve New Teacher Effectiveness.

**Action Step 5:**

Tags: Tech

Provide ongoing collaborative training sessions for the BEGIN teachers focused on effective classroom management, instruction, assessment, productive classroom climate, and teacher leadership.

**Goal: 3 Proficiency in English for ELL**

For School Year 2011-2012, all English Language Learners will become proficient in English by meeting the Annual Measureable Achievement Objectives (AMAOs):

“Making Progress” on AZELLA by meeting or exceeding the rate of 21%; by meeting or exceeding the annually measured English proficiency Reclassification rate of 21%; and by making Adequate Yearly Progress on AIMS Reading and Math (AYP). For SY 2011, as in prior years, the making progress and reclassification targets have been met. The ELL subgroups across grade levels for reading and math have not consistently met the AMO targets for AYP.

**Strategy: ELL Strategy 1**

The LEA will continue to improve the program design and delivery of the four-hour Structured English Immersion (SEI) models outlined by the English Language Learner Task Force for all students not yet proficient in English.

**Action Step 2:**

Tags: Tech

Utilize AZELLA data to group students by language proficiency levels to deliver targeted instruction during the regular school day, extended day, Saturday and summer programs.

**Action Step 7:**

Tags: Tech

Monitor the use of appropriate instructional materials, including technology software (Rosetta Stone, Read 180 and SuccessMaker), in alignment with curriculum and pacing guides aligned with the ELP standards.

#### **Goal 4: High School Graduation**

WESD staff will promote college and career planning to include effective transition of 100% of District students from 8th grade to high school for the 2011-2012 school year through articulation with Glendale Union High School District as measured by completed enrollment documentation (to include registration information, class placement, scheduling, achievement data and programmatic needs).

#### **Strategy: HS Graduation Strategy 1**

WESD has placed a major emphasis on providing 21st century learning for all students. This involves substantial output in technology and in ongoing staff development to support integration of technology across all content areas and in all classrooms.

##### **Action Step 2:**

Tags: Tech

GUHSD and WESD coordinate instructional materials and programs, including Algebra, Geometry, Science, Seminar, Distance Learning, and Read 180 course offerings.

##### **Action Step 7:**

Tags: Tech

Academic Services staff will explore ways to expand joint use of data, including the ability for WESD to track the progress of students in GUHSD.

#### **Strategy: College and Career Readiness Planning Strategy 2**

WESD will research, develop, and implement college and career planning activities that help prepare students for transition to high school and the ECAP process.

##### **Action Step 1: Workplace Skills**

Tags: Tech

Implement WESD Workplace Skills program guide aligned with Arizona Content Standards.

##### **Action Step 2: Workplace Skills**

Tags: Tech

Staff will research programs such as GEAR UP, ACT EXPLORE, and other college/career inventories and assessments.

##### **Action Step 4: Research the ECAP Guidance**

Tags: Tech

Staff will research the Guidance Lessons at the ECAP site and design activities for implementation.

### **Goal 5: Parent Involvement**

During the 2011-12 school year, the Washington Elementary School District will continue its focus on establishing partnerships that increase parental and family involvement and the social, emotional, and academic growth of children, as evidenced by a 5% increase in parent participation on District councils, enhanced coordination of parent activities, and expanded training opportunities to support parent education at the school and District levels. Through the efforts of staff at the LEA with our annual Parent University which provides training and classes in supporting literacy and mathematics at home, nutrition, Internet safety, and a number of informational tables with representatives from our local high schools, community colleges, vocational schools, military, and other resource organizations, our parent community will enjoy increased outreach from our District and our schools to support parent involvement in the education of their students.

#### **Strategy 5:**

Involve parents in the development of the LEA Continuous Improvement Plan, school plans and all parent involvement decisions.

##### **Action Step 3:**

Tags: Tech

Using results of yearly WESD Parent Survey, modify LEA and site level Continuous Improvement Plans to support needs as expressed by parent feedback.

#### **Strategy 6:**

Support community outreach at LEA and schools in our district.

##### **Action Step 1:**

Tags: Tech

WESD provides for each school the technology to post notices and calendars on their individual webpages to update parents on announcements and events.

##### **Action Step 7: Communication Tools**

Tags: Tech

The district will retain an infrastructure that enables email, phone system communication and notifications through technology in order to communicate with parents and families. The Director of MIS, and MIS Staff will monitor availability and effectiveness of communication systems on a daily basis.

##### **Action Step 9: District Website**

Tags: Tech

WESD will maintain an up-to-date internet web page communicating information about the district and school to families, the community, and the world. Effective, ongoing monitoring and support will result from a collaboration of district department and site administrators as well as district and school webmasters.

**Action Step 10: Parent Access**

Tags: Tech

The district will maintain an online student management system that allows parents access to their grades and attendance. Student Information System personnel will maintain and support the SIS. School based personnel will assist with communication and support of parents utilizing the system. Parent and family feedback will be used in determining the effectiveness of the system.

**Strategy 7:**

Include parents in decision making at the LEA and site levels.

**Action Step 2:**

Tags: Tech

Using the results of yearly WESD Parent Satisfaction Survey, modifications to the LEA and site level Continuous Improvement Plans are developed and implemented to support needs as expressed by parent feedback.

**Action Step 3:**

Tags: Tech

Community recruitment for Planning and Steering Committee is offered through district mailings, site and district newsletters, the WESD webpage, Facebook postings, and face-to-face interactions. Members of this committee participate in the School Improvement Review Team monitoring of site level Continuous Improvement Plans and provide input for administrators and staff on the Plans.

**Strategy 8:**

Provide support for schools regarding PI planning and implementation by ensuring communications are in understandable language(s).

**Action Step 1:**

Tags: Tech

Ensuring communications are in understandable language(s): District generated forms and communications for parent use are printed in Spanish and English. The district has the capability to provide services and information in other less common languages through the Language Line Culturegrams through our Translations Services Department.

**Action Step 4:**

Tags: Tech

The Translation Services Department loans out sets of headphone for parents needing discreet translation in the midst of meetings conducted in English, with the translator using a microphone to transmit the translation.

**Strategy 9:**

Provide PD for LEA and school staff on effective PI to increase engagement.

**Action Step 1:**

Tags: Tech

The district's teacher mentoring program, BEGIN, schedules specific PD activities for first, second, and third year teachers to promote parent engagement, communication, and forming school-community partnerships.

**Action Step 3:**

Tags: Tech

The Title I Administrator collaborates with Principals on allocation of funds to support effective parent engagement activities that can be supported at home with modeling, practice, and feedback.

**Action Step 4:**

Tags: Tech

The WESD conducts a yearly "Parent University" as a model for Principals and teachers to use when planning their site level activities for parents. Classes on literacy, numeracy/mathematics, Internet safety, nutrition and development, and tables for varied agencies (to include representatives from community agencies, financial institutions, Glendale Union High School District, community colleges, vocational colleges, branches of the military, and four year colleges) are on hand to offer information and practice to support increasing student achievement with the foundation of parent involvement.

**Strategy 10:**

Build capacity for strong, effective PI by educating parents on standards, state and local assessments results for the school and individual students.

**Action Step 1:**

Tags: Tech

Principals, teachers and Program Coaches provide information regarding student progress on state and local assessment results for the school and individual students, and provide updates on state standards as applicable.

**Action Step 4:**

Tags: Tech

The district has established a variety of communication methods to educate parents and community on curriculum and assessment: the district website, Facebook page, Twitter feeds, "Did You Know" informational FAQs, Parent Connections Newsletters, School and District newsletters, Parent-Teacher Conferences, and SIRT Review.

**Strategy 13:**

Evaluate PI annually for refinement and revision.

**Action Step 1:**

Tags: Tech

Distribute, collect, and analyze Parent Satisfaction Surveys annually (school and LEA).

**Action Step 2:**

Tags: Tech

Using survey analysis, identify areas of strength for refinement of PI and areas of weakness or absence needing additional supports for PI.

**Action Step 3:**

Tags: Tech

Distribute, collect, and analyze site level literacy/math night surveys.

**Action Step 5:**

Tags: Tech

Distribute, collect, and analyze Parent University survey results.

**Strategy 14:**

Other parent education options will be offered.

**Action Step 1:**

Tags: Tech

Comprehensive family literacy assistance is offered through site level literacy nights as well as at Parent University (math, literacy, Internet safety, nutrition, parenting, financial planning) with additional events in the planning stages to meet the needs of students K-8.

**Action Step 2:**

Tags: Tech

Adult education opportunities are offered at 21st Century Academy sites in parenting, ELL and technology.

**Goal 6: Technology Literacy**

By May 2013, there will be a 25% increase of 8th grade students, compared from 2012, who will be technology literate as measured by the WESD Student Technology Literacy Assessment.

**Strategy 1:**

Increase student engagement with 21<sup>st</sup> century technology skills.

**Action Step 1:**

Tags: Tech

Students collaborate to research and create multi-media presentations for presentation and sharing of information.

**Action Step 2:**

Tags: Tech

Students use word processing to express thoughts and organize research and using spreadsheets to collate and analyze data to serve as a foundation for problem solving and decision making.

**Action Step 3:**

Tags: Tech

Use of 21st Century tools such as Google Apps for Education. This will be evaluated by use of student account statistics.

**Strategy 2:**

Assess student technology literacy skills.

**Action Step 1:**

Tags: Tech

Students will be assessed through direct observation as well as completion of the WESD Project-based Technology Assessment.

**Action Step 2:**

Tags: Tech

Assessments will be scored through the use of District-developed rubrics to ensure consistency and rater reliability.

**Action Step 3:**

Tags: Tech

Analyze results to inform instructional decision-making.

**Action Step 4:**

Tags: Tech

Using word processing to express thoughts and organize research. This will be evaluated by use of WESD Student Technology Assessment.

**Action Step 5:**

Tags: Tech

Using spreadsheets to collate and analyze data to serve as a foundation for problem solving and decision making. This will be evaluated by use of WESD Student Technology Assessment.

**Action Step 6:**

Tags: Tech

Collaborating to research and create multimedia presentations for sharing of information. This will be evaluated by use of WESD Student Technology Assessment.

**Action Step 7:**

Tags: Tech

Use of digital drop boxes and digital lockers. This will be evaluated by use of student account statistics

**Strategy 3:**

Provide 21st Century technology professional development for teachers

**Action Step 1:**

Tags: Tech

WESD will continue to offer a variety of learning opportunities to teachers including, but not limited to, district level and site-based technology training courses directly related to student standards and objectives, support and training for use of the IDEAL Teacher Portal resources (such as Discovery Education Streaming, Thinkfinity, Recipes for Success, and Learning Resource Manager), support and training in Web 2.0 tools (available through providers such as Google and Edmodo).

**Action Step 2:**

Tags: Tech

Analyze data from the teacher/administrator technology survey to determine ongoing professional development needs.

**Action Step 3:**

Tags: Tech

PD provided by WESD on 21st Century tools provided by Google Apps for Education. This will be evaluated by use of class rosters and annual technology survey.

**Action Step 4:**

Tags: Tech

PD provided by WESD on Thinkfinity and other resources provide by the IDEAL Teacher Portal. This will be evaluated by use of class rosters and annual technology survey.



**Action Step 5:**

Tags: Tech

PD provided by WESD on application and integration of interactive whiteboard technology and student response systems. This will be evaluated by use of class rosters and annual technology survey.

**Strategy 4:**

Infuse Ed Tech Standard into core content.

**Action Step 1:**

Tags: Tech

WESD will continue to offer technology integration courses such as our SMART Notebook Learning Series that guides teachers through developing technology infused lessons in the core content areas.

**Action Step 2:**

Tags: Tech

Encourage teachers to continue to participate in IDEAL learning opportunities such as the AZ Teach 21 course.

**Action Step 3:**

Tags: Tech

Use of district created rubric scored authentic project based assessments implemented in grades three through eight (WESD Student Technology Literacy Assessment). The effectiveness of assessment will be evaluated by study of the data collected over time.

**Action Step 4:**

Tags: Tech

Offering technology integration courses such as our SMART Notebook Learning Series that guide teachers through developing technology infused lessons in the core content areas. This will be evaluated by use of class rosters and annual technology survey.

**Action Step 5:**

Tags: Tech

Encouraging teachers to participate in IDEAL learning opportunities such as the AZ Teach 21 course. This will be evaluated by use the WESD professional development database and annual technology survey.

**Action Step 6:**

Tags: Tech

Offering credits for district salary movement for teachers who participate in approved online learning opportunities such as PBS Teacherline technology

integration courses. This will be evaluated by use the WESD professional development database and annual technology survey.

### **Strategy 5: Technology Integration**

WESD has placed a major emphasis on providing 21st century learning for all students. This involves substantial output in technology and in ongoing staff development to support integration of technology across all content areas and in all classrooms.

#### **Action Step: Student engagement**

Tags: Tech

Students will be provided with an engaging 21st century learning environment that will include multi-media equipped classrooms (wireless computing devices, projectors, document cameras, interactive whiteboards, voice amplification systems), Web 2.0 applications (Google docs, Edmodo, wikis, etc.) and adequate bandwidth to use these effectively.

### **Strategy 6: Technology Support**

Expand the use of technology for instruction, professional development, data collection, and parent/community/school communication.

#### **Action Step 1: Technology Resources**

Tags: Tech

WESD will provide adequate technology resources to support administrative data gathering and reporting, technology tools for student instruction and assessment data gathering, community and staff communication, and technology integration professional development activities. The Director of MIS will work with the Academic Services and/or District Technology Committee to coordinate, monitor and support technology resources district wide.

#### **Action Step 2: Technology Resources**

Tags: Tech

The District will provide adequate technology resources to support administrative data gathering and reporting, technology tools for student instruction and assessment data gathering, community and staff communication, and technology integration professional development activities.

#### **Action Step 3: Technology Staffing**

Tags: Tech

WESD will employ staff for the following activities: technology planning and project management, network management, website design, technology integration professional development and technical support to all staff. The Director of MIS will work with district administration to monitor the effectiveness of existing positions, explore additional staff positions if needed and compare district staffing to state and national staffing data.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
X Discussion  
FROM: Dr. Susan J. Cook, Superintendent Information  
1st Reading  
DATE: August 23, 2012  
AGENDA ITEM: Changes in Grade Levels for John Jacobs Elementary School  
INITIATED BY: Miriam Mahoney, SUBMITTED BY: Cathy Thompson, Director of  
Data/Compliance Manager Business Services  
PRESENTER AT GOVERNING BOARD MEETING: Cathy Thompson, Director or Business Services  
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

**SUPPORTING DATA**

Funding Source: N/A  
Budgeted: N/A

New guidelines at the Arizona Department of Education (ADE) now require minutes be provided that indicate Governing Board approval for any grade level changes being made for individual schools.

Due to general education capacity issues at John Jacobs Elementary School, it is necessary to relocate two special needs preschool classes to Desert View Elementary School.

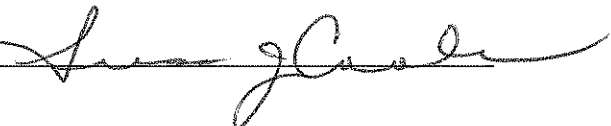
Desert View has the capacity to include these additional classes, and there are existing preschool classrooms on that campus. Therefore, there is no need to make changes to the grade levels being served at that school.

With the preschool classes being moved from John Jacobs, the school will now only serve Kindergarten through Sixth grade. This requires a change to the grade level information recorded at ADE.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the change from PS-6 grade configuration for John Jacobs Elementary School to K-6 grade configuration.

Superintendent



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

Agenda Item III.C.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board   X   Action  
  X   Discussion  
FROM: Dr. Susan J. Cook, Superintendent            Information  
           1st Reading  
DATE: August 23, 2012  
  
AGENDA ITEM: To Consider and, if Deemed Advisable, to Adopt a Resolution Authorizing Post-Issuance Compliance Procedures Relating to Tax-Exempt Bonds and Other Tax-Exempt Financings of the District  

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

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

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GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

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**SUPPORTING DATA**

Funding Source: N/A  
Budgeted: N/A

The IRS has recently been focusing on Post-Issuance Compliance relating to the District's Tax-Exempt Bond issues. In fact, the IRS Form 8038-G that will be filed on behalf of the District for its upcoming school improvement bond issue has two boxes that may be checked if the District has Post-Issuance Compliance Procedures in place. While the IRS is not yet requiring such procedures, they have asked various bond issuers to respond to a questionnaire indicating whether such procedures are in place.

Since the failure to check the two boxes on Form 8038-G relating to the Post-Issuance Compliance may result in questions from the IRS, it makes sense for the District adopt such procedures. Attached is a Resolution (with Agenda language), along with Post-Issuance Compliance Procedures for your review. The requirements are basically the same as set forth in the Tax Compliance Certificate that is included in required documents for each bond issue.

The attached procedures are an attempt to make the compliance guidelines easier to follow.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the resolution that authorizes the post-compliance procedures related to tax-exempt bonds and other tax-exempt financings for the District.

Superintendent



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

Agenda Item III.D.

**RESOLUTION**

**A RESOLUTION OF THE GOVERNING BOARD OF THE WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6 OF MARICOPA COUNTY, ARIZONA, ADOPTING ISSUANCE AND POST-ISSUANCE COMPLIANCE PROCEDURES RELATING TO TAX-EXEMPT BONDS, TAX CREDIT BONDS AND OTHER TAX-EXEMPT FINANCINGS FOR THE WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6 OF MARICOPA COUNTY, ARIZONA; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Washington Elementary School District No. 6 of Maricopa County, Arizona (the "District") has issued tax-exempt bonds and other tax-exempt financings (collectively the "Bonds"); and

**WHEREAS**, federal tax law encourages the District to develop issuance and post-issuance compliance procedures related to the Bonds; and

**WHEREAS**, the District desires to adopt written issuance and post-issuance compliance procedures related to the Bonds;

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

**Section 1.** That the Governing Board of the Washington Elementary School District No. 6 of Maricopa County, Arizona, adopt the Issuance and Post-Issuance Compliance Procedures Relating to Tax-Exempt Bonds, Tax Credit Bonds and Other Tax-Exempt Financings for the Washington Elementary School District No. 6 of Maricopa County, Arizona, attached hereto as Exhibit A.

PASSED AND ADOPTED by the Governing Board of the Washington Elementary School District No. 6 of Maricopa County, Arizona, on \_\_\_\_\_.

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

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

**ATTEST:**

\_\_\_\_\_  
Secretary

**EXHIBIT A**

**ISSUANCE AND POST-ISSUANCE COMPLIANCE PROCEDURES**

**[See attached]**

**ISSUANCE AND POST-ISSUANCE COMPLIANCE PROCEDURES  
RELATING TO TAX-EXEMPT BONDS, TAX CREDIT BONDS,  
AND OTHER TAX-EXEMPT FINANCINGS FOR THE  
WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6  
OF MARICOPA COUNTY, ARIZONA**

**Date of Implementation:** \_\_\_\_\_

**INTRODUCTION**

Many conditions, restrictions and requirements must be complied with to permit and preserve the tax-exempt, tax credit or direct federal subsidy treatment of general obligation bonds, revenue bonds, lease-purchase agreements, and other tax-exempt financings by the Washington Elementary School District No. 6 of Maricopa County, Arizona (the "District"). Prior to issuance, the District and its bond counsel will review the facts and the reasonable expectations to determine if the issue will comply with these conditions, restrictions and requirements at the time of issuance. There are certain actions the District must perform after issuance to preserve the favorable tax treatment and certain actions of the District after issuance can adversely affect the tax treatment. In addition, the District must maintain proper records to demonstrate compliance. Because tax benefits may be critical to the investors' decision to purchase the bonds or other obligations, the District covenants to the bond purchasers to comply with all of the conditions, restrictions and requirements throughout the life of the bonds.

Failure to comply may cause the District to be (a) liable to the bondholders, (b) subject to enforcement action by the Internal Revenue Service (the "IRS"), (c) subject to a loss of all or part of any applicable direct federal subsidy, and (d) subject to enforcement action by the U.S. Securities and Exchange Commission. Therefore, it is important that the District take the necessary action to ensure compliance with the conditions, restrictions and requirements applicable to each bond or other financing.

To ensure compliance, the District must identify a single person with overall compliance responsibility. The Superintendent and/or Business Manager, or his or her designee, will be the responsible person and is referred to in these procedures as the "Bond Compliance Official." Anyone with any questions about the bonds, the proceeds of the bonds, the facilities financed

with the bonds or compliance with the conditions, restrictions and requirements should discuss them with the Bond Compliance Official who shall, as necessary, discuss them with bond counsel. The Bond Compliance Official shall meet with bond counsel to discuss these requirements and from time to time any changes in these requirements. In the event the District fails to comply with these procedures, the Bond Compliance Official shall meet with bond counsel as soon as practicable after the discovery of the failure to comply in order to discuss the steps required to correct the noncompliance.

**1. INVESTMENT OF PROCEEDS UNTIL EXPENDED.**

Detailed records of investments and earnings will be made and kept by the District with respect to all bond proceeds.

Generally, proceeds of bonds cannot be invested at a yield higher than the bond yield unless during certain specific temporary periods. Therefore, prior to closing, the Bond Compliance Official will determine with bond counsel which funds do or do not qualify for a temporary period. Qualifying information will be set out in a tax certificate. No proceeds will be invested at a yield higher than the bond yield unless they qualify. If the actual facts regarding the use of proceeds changes from what was reasonably expected at closing, the Bond Compliance Official will discuss those changes with bond counsel to see if the temporary periods are changed.

Bond proceeds include the amount received from the sale of the bonds, amounts held in a payment or reserve fund for the bonds *and investment earnings on those amounts*.

The proceeds will not be invested in any investment where a yield cannot be determined.

Any investment in a guaranteed investment contract or similar investment agreement will only be made in compliance with the bidding requirements as reviewed by bond counsel.

Bond proceeds from each issue will be invested so that they can be tracked separately from any other funds of the District. The District will work with the County Treasurer to be sure that invested earnings are properly allocated between bond proceeds and other funds, and that interest earnings on tax-exempt bonds are tracked separately from interest earnings on tax credit and direct pay bonds.



## **2. USE OF PROCEEDS.**

Detailed records will be made and kept by the District with regard to the use of bond proceeds and shall be kept on a series by series basis. For each expenditure the amount, date of and purpose will be recorded. If the project is also funded with non-bond proceeds, the records will reflect an allocation of expenditures between bond proceeds and other funds. No proceeds will be used to reimburse an expenditure made prior to the issue date of the bonds unless the reimbursement requirement, including the prior declaration of intent to reimburse, has been fully complied with and evidence of such compliance is maintained. The District's Governing Board by taking action, or the Superintendent or Business Manager is authorized to complete the declaration of intent to reimburse.

The District is expected to exercise diligence to expend the proceeds, to enter into within six months of the issue date a binding contract to expend at least 10% of the proceeds and to have expended most of the proceeds within three years. After the third anniversary of the issue, any remaining proceeds in the construction account must be yield restricted. Any remaining Qualified School Construction Bond proceeds must be used to redeem bonds after three years.

The Bond Compliance Official shall periodically review the progress of the projects and the expenditure of proceeds to ensure timely expenditure of proceeds.

## **3. USE OF BOND FINANCED FACILITIES.**

Detailed records of the use of proceeds will identify those facilities that are financed in whole or in part with bond proceeds and must reflect the allocation of bond proceeds and other funds used. Any sale or lease to, or other agreement for use by, a private party in a trade or business can adversely affect the tax status of the bonds. The District will not sell or lease any bond financed property or enter into any agreement with non-governmental entities for use or management of any bond financed property without a thorough review by the Bond Compliance Official and bond counsel. While not a comprehensive list, the Bond Compliance Official will review the following types of transactions with bond counsel prior to entering into any agreement with non-governmental entities or persons: (a) the sale or lease of any bond financed property, (b) any management contracts with a food service provider or book store, (c)

any research agreement and (d) public-private partnerships. The Bond Compliance Official shall periodically review the use of all bond financed facilities to ensure compliance with the private use restrictions. In the event the District takes action that causes the bonds to meet the private business tests or private loan financing test, the Bond Compliance Official shall meet with bond counsel as soon practicable after the issue is discovered to discuss the steps required to correct the noncompliance, including, if necessary, redeeming or defeasing all of the bonds that meet the private business tests or private loan financing test.

#### **4. ARBITRAGE REBATE.**

Any time that bond proceeds are permitted to be invested at a yield higher than the bond yield, the amount earned over the bond yield is arbitrage. With certain exceptions, the District is obligated to pay over (rebate) to the United States any arbitrage earned. The District will keep complete and accurate records of all investments of bond proceeds and all information supporting any applicable exceptions to the rebate requirement and will retain or ensure that the County Treasurer has retained a professional rebate consultant to review the records and prepare a report so that the District or the County Treasurer can make any necessary rebate payments. Unless exempt, the District must, at a minimum, make payments at every fifth anniversary of the issue and upon final payment. The Bond Compliance Official will review any exemption prior to each fifth anniversary and upon final payment to determine if any facts have changed which might eliminate the exemption.

#### **5. RECORD RETENTION.**

All records concerning the bond issue, including

- a) the transcript of the original proceedings,
- b) investment of proceeds,
- c) use and allocation of proceeds, including the declaration of intent to reimburse,
- d) non-governmental use of bond financed property,
- e) payment of principal and interest on the bonds,
- f) the interest rate or rates on the bonds from time to time, if variable,
- g) compliance with reimbursement requirements,

- h) refunding of all or part of the bonds,
- i) payment of arbitrage rebate or information supporting any exemption to rebate, and
- j) evidence of compliance with special requirements for Tax Credit Bonds, Build America Bonds (Direct Pay), or Tax Credit Bonds (Direct Pay) including Qualified School Construction Bonds (Direct Pay)

shall be kept for the life of the bonds plus three years and, if the bonds are refunded, for the life of all of the refunding bonds plus three years (and in compliance with any State of Arizona records retention policies).

#### **6. SPECIAL REQUIREMENTS FOR TAX CREDIT AND CERTAIN TAX CREDIT (DIRECT PAY) BONDS.**

If the District issues any Qualified School Construction Bonds, Qualified Zone Academy Bonds, Qualified Forestry Conservation Bonds, New Clean Renewable Energy Bonds, or Qualified Energy Conservation Bonds (the "Tax Credit Bonds"), the following additional requirements will be met:

a) Capital Expenditure Requirement. All of the proceeds, including investment earnings, must be spent on capital expenditures (and not working capital) except that up to 2% of the proceeds can be spent on costs of issuance and proceeds can fund a reasonably required reserve fund. The Bond Compliance Official shall consult with bond counsel prior to issuance to determine that the 2% costs of issuance limit will not be exceeded, that any reserve fund complies with requirements, and that the balance of the proceeds will be spent on capital expenditures. The Bond Compliance Official will review all expenditures to ensure compliance.

b) Use of Proceeds for Tax Credit Bonds. At the date of issuance, the District must reasonably expect to

(i) spend 100% or more of the proceeds for one or more qualified purposes within the 3-year period beginning on the date of issuance, and

(ii) have a binding commitment with a third party to spend at least 10% of such proceeds within the 6-month period beginning on the date of issuance.

If the District does not spend 100% of the proceeds within the 3-year period from the date of issuance, the District shall redeem all of the nonqualified bonds within 90 days after the end of the 3-year period. The District may be able to receive an extension prior to the

expiration of the 3-year period if the District establishes that failure to spend the proceeds is due to a reasonable cause and the District will continue to proceed to spend the proceeds with due diligence.

The Bond Compliance Official shall periodically review the progress of the projects and the expenditure of proceeds to ensure timely expenditure of proceeds. If the Bond Compliance Official believes that the District will not spend 100% of the proceeds within the 3-year period beginning the date of issuance, the Bond Compliance Official will contact bond counsel as soon as possible.

A qualified purpose for a:

(i) Qualified School Construction Bonds is the construction, rehabilitation or repair of a public school facility or for the acquisition of land on which such a facility is to be constructed with part of the proceeds;

(ii) Qualified Zone Academy Bonds is a qualified purpose with respect to a qualified zone academy established by an eligible local education agency;

(iii) Qualified Forestry Conservation Bond is one or more qualified forestry conservation purposes;

(iv) New Clean Renewable Energy Bond is one or more qualified renewable energy facilities; and

(v) Qualified Energy Conservation Bonds is one or more qualified conservation purposes.

The Bond Compliance Official shall review the qualified purpose of the applicable Tax Credit Bonds to ensure compliance. Additionally, the Bond Compliance Official shall review the use of proceeds periodically to ensure continued compliance to spend 100% of the proceeds for the applicable qualified purpose.

c) Reserve Fund. The requirements of a reserve fund must be met, including the requirement that the yield on the reserve cannot exceed the discount rate determined on the date the Bond Purchase Agreement is signed and pursuant to the Treasury Rules set forth daily on [www.treasurydirect.gov](http://www.treasurydirect.gov). The Bond Compliance Official shall review these requirements with bond counsel to ensure compliance and review this periodically to ensure continued compliance.

d) Maximum Term. The bonds cannot exceed the maximum term permitted for Tax Credit Bonds. The maximum term will be determined on the date the bonds are sold or

on the date the Bond Purchase Agreement is signed and pursuant to the Treasury Rules set forth daily on [www.treasurydirect.gov](http://www.treasurydirect.gov). The Bond Compliance Official shall review this requirement with bond counsel to ensure compliance.

e) Financial conflicts of Interest. The District must certify that all applicable conflicts of interest are satisfied. The Bond Compliance Official shall review this requirement with bond counsel to ensure compliance.

f) Irrevocable Election. To qualify the Tax Credit Bond as one of the applicable Tax Credit Bonds (Direct Pay), the District must make an irrevocable election to have the applicable Tax Credit Bond (Direct Pay) section apply and to have Section 6431(f)(3)(B) apply to the bonds. The Bond Compliance Official shall ensure that the elections have been made and are evidenced in the transcript at the time of closing.

g) Authorize District Board and Superintendent and/or Business Manager to Act. The District Board and Superintendent and/or Business Manager or other authorized person to do all things necessary to take any action within its power and authority which would, other than as a result of the application of Section 6431(f) of the Code, prevent the interest income on the bonds from becoming includable in gross income for federal income tax purposes and to do all things necessary to continue to qualify as the applicable Tax Credit Bonds (Direct Pay) under the applicable Tax Credit Bond (Direct Pay) section and 6431(f) to receive the direct subsidy payment. The Bond Compliance Official shall ensure that such authorization has been granted and is evidenced in the transcript at the time of closing.

h) Filing for Subsidy. An 8038-TC will be prepared by bond counsel, executed by the Bond Compliance Official or other authorized signer, filed promptly after closing and included in the transcript. For each interest payment, the Bond Compliance Official will prepare, sign and file an 8038-CP to request the payment of the direct pay credit from the United States. With respect to fixed rate bonds, the form must be filed no more than 90 days and not less than 45 days prior to the interest payment date. With respect to variable interest rate bonds, the credit payment will be aggregated on a quarterly basis and the 8038-CP must be filed for reimbursement in arrears not more than 45 days after the last interest payment date within that quarter.

Additionally, the Bond Compliance Official will discuss the requirements to appropriately reduce the amount of the subsidy and shall ensure that the amount of the subsidy

requested is appropriately reduced for New Clean Renewable Energy Bonds and Qualified Energy Conservation Bonds (Direct Pay) on the 8038-TC and subsequent 8038-CPs.

i) De Minimis Premium. No Tax Credit Bond (Direct Pay) can be reoffered at an issue price which includes a premium which exceeds .25% of the stated redemption price at maturity, multiplied by the number of complete years to the earlier of maturity, mandatory redemption or first optional redemption date, if applicable. Prior to closing, the Bond Compliance Official shall review the pricing information with its bond underwriter to determine that this requirement has been complied with. The bond purchaser or underwriter will certify at the closing what the reoffering prices were reasonably expected to be to establish the amount of premium for each maturity.

j) Davis Bacon. If the District issues any New Clean Renewable Energy Bonds, Qualified Energy Conservation Bonds, Qualified Zone Academy Bonds or Qualified School Construction Bonds, the District must comply with the Davis Bacon requirements. The Bond Compliance Official shall ensure that the District complies with this requirement and files required quarterly filings.

## **7. SPECIAL REQUIREMENTS FOR BUILD AMERICA BONDS (DIRECT PAY).**

If the District issues any Build America Bonds (Direct Pay), the following additional requirements will be met:

a) Capital Expenditure Requirement. All of the sales proceeds, including investment earnings, must be spent on capital expenditures (and not working capital) except that up to 2% of the proceeds can be spent on costs of issuance and proceeds can fund a reasonably required reserve fund. The Bond Compliance Official shall consult with bond counsel prior to issuance to determine that the 2% costs of issuance limit will not be exceeded, that any reserve fund complies with requirements, and that the balance of the sales proceeds will be spent on capital expenditures. The Bond Compliance Official will review all expenditures to ensure compliance.

b) De Minimis Premium. No Build America Bonds can be reoffered at an issue price which includes a premium which exceeds .25% of the stated redemption price at maturity, multiplied by the number of complete years to the earlier of maturity, mandatory

redemption or first optional redemption date, if applicable. Prior to closing, the Bond Compliance Official shall review the pricing information with its bond underwriter to determine that this requirement has been complied with. In addition, the District shall review trading information available at <http://www.emma.msrb.org> to monitor all trading activity up to the closing date of the bonds. The bond purchaser or underwriter will certify at the closing what the reoffering prices were reasonably expected to be to establish the amount of premium for each maturity.

c) Irrevocable Election. To qualify an issue as Build America Bonds, the District must make an irrevocable election to have Section 54AA (BABs) and Section 54AA(g) (BABs Direct Pay) of the Code apply to the bonds. The Bond Compliance Official shall ensure that the elections have been made and are evidenced in the transcript at the time of closing.

d) Authorize District Board and Superintendent and/or Business Manager to Act. The Authorizing Resolution must authorize the District Board and Superintendent and/or Business Manager or other authorized person to do all things necessary to take any action within its power and authority which would, other than as a result of the application of Section 54AA(g) of the Code, prevent the interest income on the bonds from becoming includable in gross income for federal income tax purposes and to do all things necessary to continue to qualify as BABs – Direct Pay under Sections 54AA and 54AA(g) to receive the direct subsidy payment. The Bond Compliance Official shall ensure that such authorization has been granted and is evidenced in the transcript at the time of closing.

e) Filing for Subsidy. An 8038-B will be prepared by bond counsel, executed by the Bond Compliance Official or other authorized signer, filed promptly after the closing and included in the transcript. For each interest payment, the Bond Compliance Official will prepare, sign and file an 8038-CP to request the payment of the direct pay credit from the United States. With respect to fixed rate bonds, the form must be filed not more than 90 days and not less than 45 days prior to the interest payment date. With respect to variable interest rate bonds, the credit payment will be aggregated on a quarterly basis and the 8038-CP must be filed for reimbursement in arrears not more than 45 days after the last interest payment date within that quarter.

Prior to closing, the District will determine to whom the credit payment will be sent and will obtain the necessary information to properly direct the payment.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board  
FROM: Dr. Susan J. Cook, Superintendent  
DATE: August 23, 2012  
AGENDA ITEM: 2013 Arizona School Boards Association (ASBA) Political Agenda: Governing Board Priorities  
INITIATED BY: Dr. Susan J. Cook, Superintendent SUBMITTED BY: Dr. Susan J. Cook, Superintendent  
PRESENTER AT GOVERNING BOARD MEETING: Chris Maza, Governing Board President  
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

**SUPPORTING DATA**

Funding Source: N/A  
Budgeted: N/A

The 2013 Arizona School Boards Association (ASBA) Legislative Session is scheduled for December 13, 2012.

Attached is the 2013 Political Agenda that reflects ASBA membership's action from the June 30, 2012 Delegate Assembly. In preparation for the Legislative Session, ASBA requests that the Governing Board select its top ten priorities for ASBA to pursue for the 2013 Legislative Session.

The 2013 Political Agenda has been duplicated in blue (provided for the Governing Board only). If each Board member will indicate his/her top ten priorities to the Superintendent by Monday, August 27, 2012, the information will be compiled and provided for consideration by the Governing Board at the September 13, 2012 Governing Board meeting.

**SUMMARY AND RECOMMENDATION**

No action required.

Superintendent



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

Agenda Item IV.A.





## Arizona School Boards Association

### 2013 POLITICAL AGENDA PRIORITIES

As a governing board, please select the ten (10) legislative action proposals your school district believes are the most important ones for ASBA to pursue in any Special Session on Education and/or in the Fifty-First Legislature, First Regular Session. PLEASE RETURN TO ASBA BY THE CLOSE OF BUSINESS SEPTEMBER 30, 2012. They will be compiled to determine ASBA's Top Ten Priorities. Thank you much.

#### I. **ADVOCACY FOR CHILDREN AND STUDENT NEEDS**

- ☐ 1. Encourage, assists and provides adequate financial support of the curriculum and instructional needs of Arizona's public schools to ensure college and career readiness of all students.
- ☐ 2. Increase mandatory school attendance requirements until graduation level competency has been reached or until 18 years of age.
- ☐ 3. Oppose efforts to undermine the authority of Arizona Interscholastic Association and its members to determine eligibility for student participation in interscholastic activities.
- ☐ 4. Fund programs to prepare and support children and families for success in public schools.
- ☐ 5. Oppose efforts to curtail communications in a language other than English for students, parents and other constituents and advocate for ADE to publish critical items intended for parent distribution in Spanish as well as English.
- ☐ 6. Oppose legislation to require school districts to report or determine the immigration status of students.

## II. LOCAL CONTROL/GOVERNANCE

- ☐ 1. Advocate for preservation of community governance of school districts through elected representation and oppose federal, tribal, state, county, city or administrative efforts to erode the authority of governing boards.
- ☐ 2. Oppose unfunded and burdensome legislative mandates.
- ☐ 3. Oppose any effort not initiated by local school districts, through their governing boards or voters, to consolidate or unify school districts.
- ☐ 4. Ensure all public schools are funded and governed in a manner consistent with the Arizona Constitution's requirement of a general and uniform public school system, so that substantial disparities in the treatment of schools are not created by the law.
- ☐ 5. Oppose legislation that would limit district control of performance pay for teachers under the Classroom Site Fund, while acknowledging statewide best practices as demonstrated by the Performance Pay Task Force.
- ☐ 6. Oppose unreasonable differential treatment of school districts with other political subdivisions and governing board members with other elected public officials in matters of general governance, including the open meeting law and public records law.
- ☐ 7. Clearly articulate the free speech rights of ASBA, school employees, and school board members regarding elections and school district resources.
- ☐ 8. Revise A.R.S. 15-424(D) to allow candidates in an uncontested election, which has been cancelled, to be declared duly elected by the supervisors of that county rather than appointed.
- ☐ 9. Change student enrollment laws to allow a school district to honor a disciplinary action of a student from another district when enrolling that student.
- ☐ 10. Provide Governing Boards with flexibility in committing and prioritizing the use of education funds.
- ☐ 11. Allow the removal of a governing board member for excessive absences at meetings.

- ☐ 12. Retain the county school superintendent's statutory authority and the school district governing board's role in appointing governing board members when vacancies occur.
- ☐ 13. Provide a school district governing board with the authority to create a process to censure a board member.
- ☐ 14. Provide school districts with discretion and flexibility in divestiture of real property

### **III. ACCOUNTABILITY**

- ☐ 1. Foster continuous improvement of standards and assessments adopted by the State Board of Education, including the common core.
- ☐ 2. Ensure that all schools receiving public funds are equally accountable financially to the public by complying with conflict of interest laws. Further, seek to ensure that charter funding systems are transparent, do not allow comingling of funds, and reverts all public funds and property to the state, if a charter school ceases to operate or loses its charter.
- ☐ 3. Advocate for continued local control of school improvement plans created and implemented for underperforming and persistently low performing schools and support other interventions as a last resort.
- ☐ 4. Oppose efforts to require verification of free and reduced lunch applications beyond federal guidelines.
- ☐ 5. Allow school districts and property owners to reach a solution to the Pesticide Covenant as it relates to new school sites.
- ☐ 6. Encourage the Arizona Department of Education to conduct research to determine the N number that is statistically valid.
- ☐ 7. Create greater flexibility in procurement policies and procedures.
- ☐ 8. Accurately, consistently and fairly measures the academic performance of individual schools and the district as a whole.
- ☐ 9. Implement an accurate, statewide data system that enables local districts to use data to inform financial, student, and personnel decision making,

with the cost of implementation to be funded and provided to each district by the state.

- ☐ 10. Require that county school superintendents have a teaching, administrative, or superintendent certificate.

#### **IV. TAXATION/REVENUES**

- ☐ 1. Advocate structural change to Arizona's tax system to ensure adequate funding for public education while opposing any change to the existing property tax structure unless a comprehensive tax reform proposal is implemented to adequately address the needs of public education.
- ☐ 2. Oppose any measure that uses state monies to fund private schools including vouchers and empowerment accounts.
- ☐ 3. Oppose any action that prohibits local school district governing boards from supplementing state funding and budget provisions through M&O and flexible capital overrides as well as bond authorizations.
- ☐ 4. Repeal of private school tax credits while demanding greater financial restrictions and public accountability until such time as repeal is accomplished.
- ☐ 5. Clarify A.R.S. 15-915 and require ADE to provide the commensurate state aid revenue to districts that lose assessed value regardless of the cause of the reduction so that there is no loss of revenue to the district.
- ☐ 6. Serve to maintain and increase the earnings of the school trust lands for the benefit of K-12 public education.
- ☐ 7. Ensure all property owners in the state of Arizona are paying the full qualifying tax rate to support education.
- ☐ 8. Oppose, or advocate the repeal of, any measure that requires a supermajority vote to increase state or local revenues.
- ☐ 9. Oppose efforts to permanently repeal the state equalization assistance rate.
- ☐ 10. Oppose the various Taxpayer Bill of Rights (TABOR) legislation.

- ☐ 11. Oppose efforts to undercut voter-approved measures.
- ☐ 12. Exempt public schools from municipal impact fees.
- ☐ 13. Allow school districts an appeals process to seek correction of census estimates.
- ☐ 14. Permanently address the Constitutional Aggregate Expenditure Limit formula.
- ☐ 15. Advocate for a review of all proposed legislative mandates to ensure any new requirements will have an identified funding stream.
- ☐ 16. Provide for direct reimbursement, grants, and/or other incentives to schools for energy efficiencies.
- ☐ 17. Modify the current freeze on the acquisition of school sites to allow acquisition of sites from the School Facilities Board or school district on State Trust Land according to the Arizona Constitution highest and best use provision.
- ☐ 18. Allow the purchase of equipment with bond money.
- ☐ 19. Support state funding for any tax judgments that are due to inaccurate rate settings by a county or state.
- ☐ 20. Strike the bond indebtedness limits found in Arizona statutes so that districts may utilize the limits found in Arizona's Constitution.
- ☐ 21. Change the designation of "override" elections to "local effort" elections and adjust other language in the law suggesting that these elections provide "extra" funding.
- ☐ 22. Advocate for legislation that requires an annual review/revision of travel mileage reimbursement rates.
- ☐ 23. Permanently count a kindergarten student as a full student for district override purposes

- ☐ 24. Advocate for tax credit opportunities for public schools/districts equal to the eligible amounts for private school tax credits, and advocate for full autonomy to public schools/districts to determine how the funds are used
- ☐ 25. Advocate for a freeze on STO private school tax credits, both individual and corporate, until school district payments are current

## V. FUNDING

- ☐ 1. Advocate for a complete revision of the school finance formula to:
  - a. Reflect the actual costs of the individual educational needs of all students
  - b. Provide for re-evaluation of the school finance formula on a regular basis to adjust the weighting factors as necessary and to compensate for other costs that escalate faster than the GDP-IPD such as: health insurance, property/casualty insurance and utilities
  - c. Provide funding to improve instruction through the use of technology
  - d. Provide for a transportation support level that reflects actual students transported and actual costs
  - e. Provide funding for an extended school year as a local option
  - f. Provide for a funding formula that allows small and/or rural school districts the ability to fund basic school functions and programs such as maintenance, utilities, health music, arts and be competitive with the urban schools for teacher services
  - g. Ensure schools are held harmless for increases in state retirement contribution rates
  - h. Equalization of performance incentive funding for districts across the state
- ☐ 2. Address issues related to school capital issues, including minimum building standards, new school construction, building renewal, and soft capital.
- ☐ 3. Fund voluntary educational preschool programs and oppose any effort from federal or state bodies or agencies to require preschool in the state of Arizona on a mandatory basis.
- ☐ 4. Adequately fund English Language Learners.

- ☐ 5. Ensure full funding for inflation, especially in years in which the rate of inflation is greater than 2 percent and vigorously oppose at the legislature and in the courts any attempts to not fully fund at least the 2 percent inflation factor as approved by the voters in Proposition 301 (2000).
- ☐ 6. Oppose legislation that takes away district authority to comply with federal desegregation court orders and Office of Civil Rights agreements.
- ☐ 7. Oppose any effort to divert Medicaid in Public Schools (MIPS) reimbursement dollars from school districts to the state general fund.
- ☐ 8. Oppose any action to discontinue or reduce state and federal funding of career and technical education and Joint Technical Education Districts.
- ☐ 9. Oppose any measure that would require a certain percentage of district budgets be allocated to classroom expenditures, as defined by the State Auditor General, with the recognition that some "outside the classroom" expenditures directly benefit classroom learning of students.
- ☐ 10. Enable Joint Technological Education Districts (JTEDs) to:
  - a. Promote and expand Career and Technical Education programs, including summer programs for high school students through JTED central campus programs and allow communities wishing to form a JTED to do so following all regulations as required by law and to receive similar funding as existing JTEDs.
  - b. Receive equal recognition and funding benefits under state statutes of K-12 public school districts and Joint Technical Education Districts.
  - c. Revise the definition of a JTED Centralized Campus Model to include virtual campuses.
  - d. Continue to work with the legislature to ensure 100% funding for JTED and full funding for inflation, especially in years in which the rate of inflation is greater than two percent.
  - e. Reinstate 9<sup>th</sup> grade funding for JTED career and technical education.
  - f. Restore funding from 91.8% to the full 100% formulaic allocation.
- ☐ 11. Eliminate the Budget Balance Carry Forward limit in the M&O funding calculation.
- ☐ 12. Fund programs that are proven to enhance school safety including, but not limited to, gang and drug prevention programs.

- ☐ 13. Move the determination of the construction inflation costs from the Joint Legislative Budget Committee to the School Facilities Board.
- ☐ 14. Encourage legislation to provide funding for school districts to cover the cost of elections that are state mandated.
- ☐ 15. Seek and support efforts to create a statewide database of digital content to be used in the classroom to enhance student achievement while lowering costs.
- ☐ 16. Hold districts harmless for any loss of revenue and to cover transitional costs associated with district approved unification efforts.
- ☐ 17. Require the state to pay 100% of the cost of the Structured English Immersion model to districts to implement the program.
- ☐ 18. Reenact and fund voluntary, full-day kindergarten.
- ☐ 19. Distribute Prop. 301 funds on an unweighted student count versus a weighted student count.
- ☐ 20. Remove requirements for public schools to use public school resources to evaluate, test and otherwise serve special education students who are enrolled in private school.
- ☐ 21. Fairly allocate ADM with respect to students enrolling in on-line summer school outside their home district

## **VI. PERSONNEL**

- ☐ 1. Provide increased funding for school personnel salaries.
- ☐ 2. Provide all school districts with 5.5% in revenue to fund a system that promotes or rewards teacher individual performance, including merit pay.
- ☐ 3. Oppose any legislation that would further restrict the local board's ability to terminate non-certificated personnel.
- ☐ 4. Oppose any legislation to impose mandatory collective bargaining as a method of determining salaries and working conditions for employees.



- ☐ 5. Oppose any legislative attempts to reduce the governing board's authority to use lawful forms of affirmative action.
- ☐ 6. Prevent the award of unemployment compensation to substitute teachers and other substitute employees.
- ☐ 7. Provide that the school district may require medical or psychological examination of an employee by a physician of the board's choosing and at the district's expense.
- ☐ 8. Expand existing programs for the provision of instruction from proficient teachers through technological means.
- ☐ 9. Provide additional funding to help low income and small rural/isolated schools, as well as for high-need subject areas, to attract and retain highly qualified teachers.
- ☐ 10. Allow public colleges and universities to offer a tuition discount to teachers who need to meet the ESEA criteria for becoming "highly qualified" and continue to teach in schools that have a high concentration of economically disadvantaged students.
- ☐ 11. Set a mandatory minimum contribution rate for the Arizona State Retirement System that would be based on historical averages and prevent large variant increases or decreases from year to year.
- ☐ 12. Encourage the development of a comprehensive professional education certification system to establish an independent Professional Licensing Board.
- ☐ 13. Allow for the evaluation of superintendents to be confidential and not public record similar to the A.R.S. 15-537 regarding teacher evaluations.

## **VII. FEDERAL CONCERNS**

- ☐ 1. Increase the federal investment in public education to meet the federally-imposed mandates and subsequent cost increases for special education (IDEA) and implementation of the Elementary and Secondary Education Act (ESEA).

- ☐ 2. Amend the federal Elementary and Secondary Education Act (ESEA):
  - a. Increase the flexibility for states to use additional types of assessments for measuring AYP — including growth models
  - b. Grant states and districts more flexibility in assessing students with disabilities and students not proficient in English for AYP purposes
  - c. Create a student testing participation range, providing flexibility for uncontrollable variations in student attendance
  - d. Allow schools to target resources to those student populations who need the most attention by applying sanctions only when the same student group fails to make adequate yearly progress (AYP) in the same subject for two consecutive years
  - e. Ensure that students are counted properly in assessment and reporting systems
  - f. Allow supplemental services to be offered in the first year of "improvement," seek a greater role for Local Education Agencies (LEAs) in approving supplemental education service providers, and for LEAs to be able to provide such services even if identified as in need of improvements.
  - g. Strengthen the federal responsibility for funding
  - h. Require ESEA testing and reporting for non-public schools for students receiving Title I services
  - i. Flexibility and expanded authority for states and LEAs
  - j. Seek changes this year, or temporary relief to LEAs from the restructuring sanctions until such time as it is reauthorized
- ☐ 3. Urge the Arizona congressional delegation to ensure that adequate federal funds are available to support and sustain federally initiated supplemental programs such as Title 1, Title 2 and gifted programs as well as federally mandated programs and oppose efforts to make these programs into competitive grants.
- ☐ 4. Advocate for the full funding for federal impact aid
- ☐ 5. Advocate for legislation that funds Secure Rural Schools Act forest fees and payment in lieu of taxes on all federal land on a formula basis whereby a minimum of 50% would be distributed to the public schools in the county.
- ☐ 6. Make student/parent collegiate grant and loan programs more accessible and affordable.

- ☐ 7. Firmly establish Medicaid responsibility for IDEA activities and direct medical services while recognizing that school-based Medicaid programs are good fiscal policy.
- ☐ 8. Ensure that the E-Rate is continued, making advanced telecommunications services affordable for the nation's schools and libraries.
- ☐ 9. Defeat all federal voucher and tuition tax subsidy proposals that result in public funds supporting private K-12 institutions.
- ☐ 10. Align the Higher Education Act with ESEA to ensure a pool of highly qualified teachers.
- ☐ 11. Support developmentally appropriate early education standards for Head Start that are aligned with state academic content standards and reflective of the expectations of local schools.
- ☐ 12. Support supplemental federal grants to enhance school district innovation and further student success.
- ☐ 13. Advocate Arizona maximize opportunities to receive federal matching monies for all education-related issues.
- ☐ 14. Allow classified employees to be hired to fill sports and academic coaching positions and be paid the same stipend as other coaches rather than having to track their hours and be paid hourly.
- ☐ 15. Seek federal support and services for high school students at Bureau of Indian Education funded schools for JTED programs equivalent to those provided by the state of Arizona