

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

**DATE:** September 13, 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

1-8

It is recommended that the Governing Board approve the Minutes of the August 23, 2012 Regular Meeting (Governing Board member not present was Mrs. Tee Lambert).

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

- F. Current Events: Governing Board and Superintendent  
Monica Womack and Sherry Godfrey from Lookout Mountain Elementary School will share an Integrated Common Core Curriculum Map that was developed by the WESD Common Core Committee.

- G. Public Participation\*\*

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

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

H. 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.   | 9-10  |
| *B. | Personnel Items<br>Personnel items include resignations, terminations, requests for retirement or leave, recommendations for employment and position changes.  | 11-15 |
| *C. | Public Gifts and Donations (The Value of Donated Items is Determined by the Donor)<br><ol style="list-style-type: none"><li>1. Gardner's Book Service donated books and services with an approximate value of \$1,369.68 to the Academic Services Department for Gardner's Story Box.</li><li>2. Alta Vista Parent Teacher Organization donated a check in the amount of \$2,638.68 for the benefit of students at Alta Vista Elementary School.</li><li>3. Lisa Parker, kindergarten teacher at Alta Vista Elementary School, donated a check in the amount of \$500.00 to sponsor a field trip for the benefit of kindergarten students at Alta Vista Elementary School.</li><li>4. Target Corporation donated a check in the amount of \$2,000.00 for the benefit of the summer reading program for students at Moon Mountain Elementary School.</li><li>5. Maricopa County donated a check in the amount of \$350.00 to support the Teen Court Program at Mountain Sky Junior High School.</li><li>6. Orangewood Parent Teacher Association donated a check in the amount of \$600.00 for a field trip for the benefit of students at Orangewood School.</li><li>7. Parents and Teachers for Sahuaro (PATs) donated a check in the amount of \$3,000.00 to purchase books for the benefit of students at Sahuaro Elementary School.</li><li>8. Canyon State Bus Sales donated 1,000 lanyards with an approximate value of \$1,500.00 to the Transportation Department for the benefit of Palo Verde Middle School for student ID lanyards.</li><li>9. Cardinals Charities donated a check in the amount of \$398.74 for the benefit of students at Sunset Elementary School.</li></ol> | 16-17 |
| *D. | Out-of-State Travel<br><ol style="list-style-type: none"><li>1. Dorothy Watkins and Donna Denial to attend the 24<sup>th</sup> Annual National Association for the Education of Homeless Children and Youth Conference, October 27-30, 2012, in Albuquerque, NM, at a cost of \$2,010.00. Participation in this conference is mandated by the McKinney-Vento Sub-Grant.</li></ol>  | 18-19 |
| *E. | Acceptance of the Arizona Department of Education 21 <sup>st</sup> Century Community Learning Center Grants in the Amount of \$884,000.00, the Musical Instrument Museum/Target Field Trip Grant in the Amount of \$6,300.00 and the Target Grants in the Amount of \$4,000.00   | 20    |

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

- |     |   |        |
|-----|---|--------|
| *F. | Annual Intergovernmental Cooperative Purchase Agreements with the Mohave Educational Services Cooperative, Inc. (MESC)  | 21-22  |
| *G. | Annual Intergovernmental Cooperative Purchase Agreements with the Greater Phoenix Purchasing Consortium for Schools (GPPCS) and Strategic Alliance for Volume Expenditures (SAVE)   | 23-24  |
| *H. | Intergovernmental Renewal Agreement with Mesa Unified School District for the Mesa Distance Learning Program  | 25-36  |
| *I. | Intergovernmental Agreement with the Superior Court of Arizona in Maricopa County, Juvenile Probation Department  | 37-46  |
| *J. | Memoranda of Understanding with Communities in Schools Arizona on Behalf of Richard E. Miller Elementary School, Royal Palm Middle School and Arizona Cardinals Preparatory Academy | 47-75  |
| *K. | First Reading of Proposed Amended Board Policy DJG – Vendor/Contractor Relations  | 76-80  |
| *L. | Second Reading and Adoption of Proposed Amended Board Policy IHBHD – Online/ Concurrent/Correspondence Courses  | 81-84  |
| *M. | Second Reading and Adoption of Proposed Amended Policy IJNDB – Use of Technology Resources in Instruction   | 85-94  |
| *N. | Second Reading and Adoption of Proposed Amended Board Policy JFAA – Admission of Resident Students  | 95-101 |

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

- |    |  |         |
|----|--|---------|
| A. | 2013 Arizona School Boards Association (ASBA) Political Agenda: Governing Board Priorities (Chris Maza, Governing Board President) | 102-125 |
|----|--|---------|

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

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

- |    |  |         |
|----|--|---------|
| A. | Truancy Update (John Shikany)  | 126-132 |
| B. | Factual Information Regarding Proposition 204, the Quality Education and Jobs Act (Jill Hicks) | 133-158 |

## **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

August 23, 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 7:04 p.m. Governing Board members constituting a quorum were present: Mr. Chris Maza, Mr. Bill Adams, Ms. Clorinda Graziano, and Mr. Aaron Jahneke. Mrs. Tee Lambert was not in attendance.

**B. Moment of Silence and Meditation**

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

**C. Pledge of Allegiance**

Mr. Maza led the Pledge of Allegiance.

**D. Adoption of the Regular Meeting Agenda**

**UNANIMOUS**

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

**E. Approval of the Minutes**

**UNANIMOUS**

A motion was made by Ms. Graziano that the Governing Board approve the Minutes of the July 12, 2012 Regular Meeting. The motion was seconded by Mr. Jahneke. The motion carried.

**F. Approval of the Minutes**

**UNANIMOUS**

A motion was made by Mr. Jahneke that the Governing Board approve the Minutes of the August 2, 2012 Special Meeting. The motion was seconded by Mr. Adams. The motion carried. Ms. Graziano abstained from the vote.

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

Ms. Graziano shared the following:

- Thanked employees for the successful opening of the 2012-2013 school year.
- Thanked Sue Pierce for her assistance with 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. Ms. Graziano shared that ASBA had approved the District’s proposal and would be enlisting help for the presentation in December.
- Thanked the Glendale Union High School Project S.H.A.R.P. coordinators, teachers, and students for the letters she received.
- Handed out candies from Salzburg, Austria from her recent tour of Eastern/Central Europe. She shared that some of the tour guides claimed that their countries had a 98%-99% literacy rate, but complained about certain groups that did not educate their children.

Mr. Adams welcomed the staff back for the beginning of the school year.

Mr. Adams shared that he had been selected to be an honorary commander at Luke Air Force Base.

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Mr. Jahneke shared that he enjoyed attending the BEGIN I Program kickoff event. He acknowledged that the new teachers are professionals who bring a new perspective to teaching which is also helpful for the veteran teachers.

Mr. Maza welcomed employees back for another school year. Mr. Maza thanked and acknowledged the work of the facilities and HVAC teams for making sure that the air conditioning units were working at all of the schools for the beginning of school.

Mr. Maza shared that he enjoyed attending many of the District's events for the beginning of the school year.

Mr. Maza shared that he enjoyed attending the District's New Hire Day and thanked Joslyn Brown and the Washington District Education Association (WDEA) for sponsoring the lunch for the new hires.

Dr. Cook shared that the District had been working on the Common Core multi-state initiative. She advised the Board that during Current Events on the agenda for the 2012-2013 school year, the Board and audience would be provided information regarding Common Core to better understand the initiative. Dr. Cook introduced Ms. Natalie McWhorter, Director of Curriculum, who presented an introduction to the new Arizona English Language Arts and Math Common Core expectations.

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

There was no public participation.

#### **I. Approval of the Consent Agenda**

**UNANIMOUS**

Ms. Graziano requested that the following items be pulled from the Consent Agenda for separate consideration:

- Item \*II.M. – Federal Work-Study Program Agreement with The Bryman School of Arizona
- Item \*II.N. – Agreement between Washington Elementary School District and Arizona State University – American Dream Academy
- Item \*II.R. – First Reading of Proposed Amended Board Policy IHBHD – Online/Concurrent/Correspondence Courses

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

## **II. CONSENT AGENDA**

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

**UNANIMOUS**

Approved and ratified the vouchers as presented.

#### **\*B. Personnel Items**

**UNANIMOUS**

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. 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".

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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.

**\*D. Out-of-County/State Field Trip**

**UNANIMOUS**

Approved the Out-of-County/State Field Trip as presented.

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.

**\*E. Out-of-State Travel**

**UNANIMOUS**

Approved the Out-of-State Travel as presented.

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.

**\*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**

**UNANIMOUS**

**\*G. Annual Intergovernmental Cooperative Purchase Agreements with the Mohave Educational Services Cooperative, Inc. (MESC) and State Procurement Office (SPO)**

**UNANIMOUS**

**\*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)**

**UNANIMOUS**

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

**UNANIMOUS**

**\*J. Affiliation Agreement to Provide Meals to ACCEL School**

**UNANIMOUS**

**\*K. Affiliation Agreement to Provide Meals to Gompers Special Education Day School**

**UNANIMOUS**

**\*L. Contract with Maricopa County for Arizona Nutrition Network Services (PH NOI 12-013)**

**UNANIMOUS**

**\*M. Federal Work-Study Program Agreement with The Bryman School of Arizona**

**UNANIMOUS**

A motion was made by Ms. Graziano 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. The motion was seconded by Mr. Maza. The motion carried.

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Ms. Graziano requested basic information regarding the program, e.g., how many students participate, what type of work are they assigned to do, what training is provided for the work assignment, and how are they supervised.

Dr. Cook introduced Ms. Sue Brown, principal of Moon Mountain Elementary School, who has utilized the program for several years, and Ms. Tricia Heller-Johnson, principal of Lookout Mountain Elementary School, who is going into the second year utilizing the program.

Ms. Brown advised that she will have 10-12 Bryman students at her school this year. Ms. Brown had interviewed one student who is working on a medical billing degree and had expressed a desire to work in the cafeteria. Ms. Brown stated that the students' skills are matched to positions to make sure that the time at the school is a productive opportunity for both Bryman and Moon Mountain schools.

Ms. Heller-Johnson stated she will have 5-6 Bryman students at her school. She advised that she has the students read the Student Handbook, as well as the Volunteer Handbook. The Bryman students will be assigned to the literacy lab and will receive training from the literacy coaches, reading specialists, and program coach. Ms. Heller-Johnson reported that the students will be with a certified employee at all times.

Ms. Heller-Johnson explained that there are no set parameters for the Bryman students, however, they must work in an educational setting, e.g., assisting students to make healthy food choices using nutritional guidelines, helping students make good choices in regard to behavior, or assisting with reading instruction.

Ms. Heller-Johnson advised that the Bryman School had been generous by providing 30 backpacks to her school and providing a free field trip to their school. She stated that the program had been mutually beneficial for Bryman and Lookout Mountain schools.

Ms. Graziano thanked the people responsible for this program because it is beneficial to the schools and the students.

**\*N. Agreement between Washington Elementary School District and Arizona State University – American Dream Academy UNANIMOUS**

A motion was made Ms. Graziano that the Governing Board approve the Services Agreement with Arizona State University – American Dream Academy and authorize the Superintendent to execute the necessary documents. The motion was seconded by Mr. Maza. The motion carried.

Ms. Graziano asked how many parents had participated in the program and at what level of students. Ms. Janet Sullivan responded that last year Royal Palm had 60 parents focused on middle level students; Mountain View had over 125 parents focused on primary level students; and Roadrunner had approximately 60 parents focused on primary level students. Mr. Mike Christensen, Mountain View principal, stated that there was no specific level and the program was open to all parents. He advised that one objective was to get parents involved with the school. Mr. Christensen stated that the language barrier was a problem and another objective was to teach parents how to work with their children at home with their schoolwork, e.g., making a place for students to do their homework or setting aside 20 minutes each evening for reading.

Ms. Graziano asked if the classes were offered in more than one language. Mr. Christensen stated that they were offered in Spanish only. Ms. Sullivan advised that last year at Royal Palm, the program was offered to all parents, however, only one interested parent was a native English speaker and all other interested parents were Spanish speaking. Therefore, all the classes were held in Spanish.

- \*O. Agreement for Temporary Parking for Mountain View School** **UNANIMOUS**
- \*P. Transfer of Funds from the Sale of School Property into the Debt Service Fund** **UNANIMOUS**
- \*Q. 2012-2013 Qualified Evaluators** **UNANIMOUS**
- \*R. First Reading of Proposed Amended Board Policy IHBHD – Online/Concurrent/ Correspondence Courses** **UNANIMOUS**

A motion was made by Ms. Graziano that the Governing Board approve the First Reading of Proposed Amended Board Policy IHBHD – Online/Concurrent/ Correspondence Courses. The motion was seconded by Mr. Maza. The motion carried.

Ms. Graziano questioned the need for the change to this Policy and realized that it was due to a State mandate. She referred to the change from “or” to “and” of the proposed amended policy which states: “To receive credit towards promotion or graduation, a student participating in Arizona online instruction shall:

- Not be allowed to participate in AOI if the student fails to comply with the testing requirements 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.”

Ms. Graziano asked if a student fails a final exam in a regular classroom, are they allowed to pass and does the 95% refer to AIMS testing or testing for that particular course. Dr. Cook replied that the 95% rule applied to AIMS testing which was a state-wide standard. Mr. Rex Shumway stated that this policy refers to online/concurrent/ correspondence courses that are offered by approved providers through the Arizona Department of Education (ADE). Mr. Shumway said that these are online courses that students may take and may be more applicable to high school students. Mr. Shumway advised that this policy was not an ADE issue, but was a State statute written by the Legislature.

Ms. Graziano asked if the District could get clarification or more information regarding this Policy change. Dr. Cook advised that they would do their best to obtain more information.

- \*S. First Reading of Proposed Amended Policy IJNDB – Use of Technology Resources in Instruction** **UNANIMOUS**
- \*T. First Reading of Proposed Amended Board Policy JFAA – Admission of Resident Students** **UNANIMOUS**

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

- A. Appointment of Community Member to the Trust Board** **UNANIMOUS**

Mr. Rex Shumway advised the Board that the District had a candidate to fill the open position on the Trust Board. Mr. Shumway stated that Judge Robert D. Myers, Retired Presiding Judge, Superior Court, Maricopa County, was a long time resident of the District (over 50 years). Mr. Shumway said the District was fortunate to have someone with his experience and abilities interested in serving on the Trust Board.

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Dr. Cook stated it was her pleasure to recommend that the Governing Board accept Judge Meyers as the new Trust Board member.

Ms. Graziano and Mr. Maza thanked Judge Meyers for volunteering to serve on the Trust Board. Judge Meyers stated it was his privilege to have the opportunity to serve on the Trust Board.

A motion was made by Mr. Adams 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. The motion was seconded by Ms. Graziano. The motion carried.

**B. Washington Elementary School District ALEAT Three-Year Technology Plan** **UNANIMOUS**

Dr. Cook advised the Board that the District must submit a Technology Plan to the Arizona Department of Education (ADE) as part of the District's Continuous Improvement Plan. She stated that this year the Technology Plan was embedded in the District's Continuous Improvement Plan (CIP) housed in the Arizona Local Education Agency Tracker (ALEAT) system. Dr. Cook introduced Mr. Chris Lieurance, Director of MIS, and Ms. Janet Sullivan, Assistant Superintendent for Academic Services, who were available to answer any questions from the Board.

Ms. Graziano asked the following questions:

- Are the proficiency goals set by the government or are they District goals? Ms. Sullivan responded that the goals are set by ADE.
- Page 118, Strategy: HS Graduation Strategy 1, Action Step 2, "GUHSD and WESD coordinate instructional materials and programs, including Algebra, Geometry, Science, Seminar, Distance Learning, and Read 180 course offerings." Is the S.H.A.R.P. program run totally by GUHSD or are there WESD teachers involved? Ms. Sullivan replied that teachers from Glendale High, Glendale Elementary, and WESD schools work collaboratively on the S.H.A.R.P. program.

A motion was made by Ms. Graziano that the Governing Board approve the submission of the Washington Elementary School District Technology Plan in ALEAT. The motion was seconded by Mr. Adams. The motion carried.

**C. Changes in Grade Levels for John Jacobs Elementary School** **UNANIMOUS**

Dr. Cook advised that the District is required to report Board action regarding the grade levels that are served at any given school. Dr. Cook stated that it was necessary to move two special needs preschool classes from John Jacobs Elementary School because of its growth in enrollment and its need for classrooms for grades K-6. Therefore, the Board was asked to change John Jacobs Elementary School's grade configuration from PS-6 to K-6.

A motion was made by Ms. Graziano that the Governing Board approve the change from PS-6 grade configuration for John Jacobs Elementary School to K-6 grade configuration. The motion was seconded by Mr. Jahneke. The motion carried.

**D. To Consider and, if Deemed Advisable, to Adopt a Resolution Authorizing Post-Issuance Compliance Procedures Relating to Tax-Exempt Financings of the District** **UNANIMOUS**

Dr. Cook advised the Board that in order to preempt any issues that could occur with the Internal Revenue Service (IRS), the District is asking the Board to adopt a Resolution to put some procedures in place. Dr. Cook introduced Ms. Cathy Thompson to further explain the procedure.

Ms. Thompson stated that the District's bonds are tax-exempt, therefore IRS monitors all the activity regarding the bonds, e.g., bond sale, interest paid for bonds, and interest earned on the proceeds. Ms. Thompson explained that the purpose of the resolution was for the Board to provide instruction to ensure that all of the post-compliance procedures were carried out regarding the tax-exempt bonds. Ms. Thompson advised that she was currently carrying out all of the procedures that were listed in the resolution.

A motion was made by Mr. Jahneke 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. The motion was seconded by Mr. Adams. The motion carried.

#### **IV. INFORMATION / DISCUSSION ITEM**

##### **A. 2013 Arizona School Boards Association (ASBA) Political Agenda: Governing Board Priorities**

Mr. Maza asked the Board to indicate his/her top ten priorities on the ASBA 2013 Political Agenda in preparation for the 2013 ASBA Legislative Session on December 13, 2012. He asked Board members to submit them to Ms. Joyce Shiota who will compile the information for consideration at the September 13, 2012 Governing Board meeting.

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

There were no future agenda items.

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

Ms. Graziano acknowledged Mr. Rex Shumway for his work regarding Board Policies while keeping in mind the District's best interests.

Ms. Graziano acknowledged her guest at the Board meeting, Ms. Sue Polansky who was visiting from Connecticut and was Ms. Graziano's roommate at the University of Connecticut. Ms. Polansky is a music teacher who teaches music therapy at a special education school.

Mr. Jahneke acknowledged that he is looking forward to working with his colleagues, Ms. Graziano and Mrs. Lambert, for another four years on the Governing Board, as well as Mr. Maza and Mr. Adams. Dr. Cook advised that she anticipates hearing from the Board of Supervisors in September or early October, that Ms. Graziano, Mr. Jahneke, and Mrs. Lambert will be appointed to serve as members of the District's Governing Board, with no need for an election and no cost to the District.

Mr. Adams acknowledged and congratulated Ms. Graziano, Mr. Jahneke, and Mrs. Lambert for the anticipated appointment to serve on the Governing Board.

Mr. Adams congratulated Judge Robert Myers for his appointment to the Trust Board and thanked him for volunteering his services.

Mr. Maza acknowledged the appointment of Judge Robert Myers to the Trust Board and acknowledged the Trust Board members that Judge Myers will be joining: Ms. Sharon Hensley, Mr. David Ludwig, Mr. J.J. Spellman, and Mr. Chris Maza.

Dr. Cook acknowledged a letter she received from Gary and Angela Fischer who thanked Mr. Phil Garitson, principal of Cholla Middle School, and all of the teachers for the work that they did with their child while at Cholla Middle School. Dr. Cook stated she was always thrilled to receive a letter that commends the staff.

Dr. Cook acknowledged a letter received from Johanna Statom, who attended Sunburst Elementary School for five years and is now a senior at Greenway High School. Dr. Cook advised that Ms. Statom had made a donation of school supplies to Sunburst Elementary School in gratitude for the services that she received while attending the school.

Dr. Cook acknowledged Georganne Moline, a former John Jacobs Elementary School and Mountain Sky Junior High School student, who competed in the 400 meter hurdles at the Olympics in London, England this year. Georganne placed 5<sup>th</sup> in the finals of the 400 meter hurdles. Georganne’s mother, Carrie Moline, is a 5<sup>th</sup> grade teacher at Sunset Elementary School who was able to attend the Olympics and appreciated all the support from the District’s employees for her and her daughter. Dr. Cook reported that Georganne planned to compete in the Olympics in Rio de Janeiro in four years. Dr. Cook stated that Georganne planned to attend an event at Sunset Elementary School on September 7, 2012 and hoped to see her at a number of District events this year with a “Going for the Gold” theme.

**VII. ADJOURNMENT**

A motion was made by Mr. Adams to adjourn the Regular Meeting at 7:56 p.m. The motion **UNANIMOUS** was seconded by Ms. Graziano. The motion carried.

**SIGNING OF DOCUMENTS**

Documents were signed as tendered by the Governing Board Secretary

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

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
DATE



**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
		<u>                          </u>	1st Reading
DATE:	September 13, 2012		
AGENDA ITEM:	<u>*Approval/Ratification of Vouchers</u>		
INITIATED BY:	<u>Elizabeth Martinez, Accounting Manager</u>	SUBMITTED BY:	<u>David Velazquez, Director of Finance</u>
PRESENTER AT GOVERNING BOARD MEETING:	<u>Cathy Thompson, Director of Business Services</u>		
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:	<u>BBA, DK and A.R.S. §15-321</u>		

**SUPPORTING DATA**

Funding Source: Various  
Budgeted: Yes

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

**APPROVE/RATIFY FY 11/12 EXPENSE VOUCHERS** (warrants for services and materials, payroll expense):

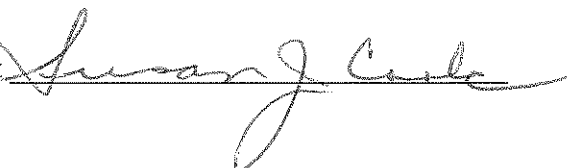
08/16/12	82,394.35
08/23/12	17,222.48
08/27/12	143.64
08/30/12	7,455.53
<b>Totals:</b>	<u><b>107,216.00</b></u>

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

08/24/12	4,470,158.66
<b>Totals:</b>	<u><b>4,470,158.66</b></u>

**SUMMARY AND RECOMMENDATION**

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

Superintendent 

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

Agenda Item \*II.A.

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

08/15/12	4,510,562.86
08/22/12	3,822,401.79
08/29/12	4,242,454.37
<b>Totals:</b>	<u><b>12,575,419.02</b></u>

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent            Discussion  
DATE: September 13, 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**

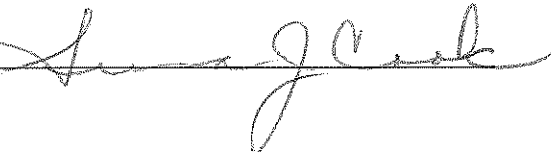
Funding Source: Various  
Budgeted: Yes

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 \*ILB.

**PERSONNEL ACTION RECOMMENDED**

**September 13, 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
-----------	-------	----------	----------	--------	------------------	----------------

Blackburn	Sharon	Teacher-6th Grade	Royal Palm	Resignation	7	9/14/2012
Boop	Jenny	Teacher	Roadrunner	Resignation from Leave of Absence	11	5/31/2012
Bordeau	Kim	Teacher-LD	Choila	Resignation	1 mo.	9/14/2012
Cary	Jennifer	Teacher-Kindergarten	Ocotillo	Resignation	13	9/4/2012
Francis	Kelly	Teacher	Moon Mountain	Resignation from Leave of Absence	7	5/31/2012
Moore	Cathleen	Academic Intervention Specialist	Chaparral	Retirement	25	11/2/2012

**C. FULL-TIME CLASSIFIED**

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

Alfeld	Rebecca	Paraprofessional	John Jacobs	Resignation	8	8/27/2012
Kraus	Deborah	Paraprofessional	John Jacobs	Resignation	4	5/30/2012
Joe	Pamela	Paraprofessional	Cactus Wren	Resignation	1	8/27/2012
Rendon	Esmeralda	Night Custodian	Desert View	Termination	11	7/13/2012

**D. PART-TIME CLASSIFIED**

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

Alvarez	Blanca	Special Ed. Assistant	Lookout Mountain	Resignation	3	8/15/2012
Baker	Peggy	Food Service Helper	Moon Mountain	Resignation	1 wk.	8/14/2012
Bartels	Daniel	Bus Driver	Transportation	Resignation	2 mo.	5/23/2012
Cassidy	Valerie	Office Technician	Manzanita	Resignation	7	6/12/2012
Chavez	Patrick	Paraprofessional	Manzanita	Resignation	4	5/30/2012
Frederick	Suzanne	ELL Testing Specialist	Acacia	Resignation	8	9/7/2012
Gamero Hernandez	Alineth	Special Ed. Assistant	Manzanita	Resignation	2 wks.	5/30/2012
Gheen	Jessica	Paraprofessional	Palo Verde	Resignation	3	5/30/2012
Jafari-Dezfully	Maryam	Special Ed. Assistant	Lookout Mountain	Resignation	8	5/30/2012
Johnson	Octavius	Bus Driver	Transportation	Resignation	2	5/22/2012
Labenske	Yvette	Food Service Manager	Palo Verde	Resignation	4	8/24/2012
Loaisiga	Maria	Headstart Support Instructor	Mountain View	Resignation	4	8/24/2012
Long	Brad	Crossing Guard	Arroyo	Resignation	1	8/15/2012
Methany	Jacque	Paraprofessional	Sunnyslope	Resignation	5	9/7/2012
Morales	Maricruz	Headstart Assistant	Headstart	Resignation	1	8/17/2012
Moses	Eunice	Paraprofessional	Cactus Wren	Position Ended	8	9/7/2012
Peterson	Karen	Paraprofessional	Moon Mountain	Resignation	1	5/30/2012
Poorthunder	Juanita	Crossing Guard	Sunnyslope	Resignation	2	5/30/2012
Ravitz	Gail	Special Ed. Assistant	Lookout Mountain	Resignation	5 mo.	5/30/2012
Rodriguez	Alexis	Instructional Assistant	Sunburst	Resignation	4 mo.	5/30/2012
Spacht	Tanaya	Bus Driver	Transportation	Resignation	1	8/10/2012
Trevillian	Connie	Instructional Assistant	Sweetwater	Resignation	3	9/7/2012
Valentin	Aurora	Special Ed. Assistant	Sweetwater	Resignation	1	5/30/2012
Wyatt	Jacquelin	Special Ed. Assistant	Sweetwater	Resignation	1	8/21/2012

# PERSONNEL ACTION RECOMMENDED

September 13, 2012

## II. EMPLOYMENT

### A. ADMINISTRATIVE

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
-----------	-------	----------	------------------------	----------

### B. CERTIFIED

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
-----------	-------	----------	------------------------	----------

Blau	Lodan	Teacher-Science	E	Cholla	
Crutchfield	Michelle	Teacher-PE	E	Lookout Mountain	Balance of Year
Koll	Cynthia	Teacher-Kindergarten	N	Acacia	Balance of Year
Wilkins	Benjamin	Teacher-6th Grade	E	Alta Vista	

### C. FULL-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
-----------	-------	----------	------------------------	----------

Christensen	Clyde	Detention Monitor	E	Mountain Sky
Cole	Ashley	Custodian - 9 mo.	N	Acacia
Cruz	Karen	Social Worker	E	Mountain View
Edwards	Donald	Psychologist	E	Special Services
Gonzales	Nadine	Custodian - 9 mo.	N	Lookout Mountain
Miller	Jennifer	Social Worker	E	Orangewood
Perez	Edna	Office Technician	E	Shaw Butte
Phelps	Amy	Speech/Lang. Assistant	E	Arroyo/Washington
Salcedo	Veronica	HeadStart Office Technician	E	HeadStart
Shanahan	Calleen	Instructional Assistant	E	Mountain Sky
Shearman	Chelsea	Speech/Lang. Assistant	E	Lookout Mountain/Manzanita
Vargas	Anthony	Custodian - 9 mo.	N	Washington

### D. PART-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
-----------	-------	----------	------------------------	----------

Aguilar	Brandi	Food Service Helper	E	Palo Verde
Alatorre	Cecilia	Bus Assistant	E	Transportation
Augustine	Adam	Materials Technician	N	Food Service
Bailey	Rhonda	HeadStart Assistant	E	HeadStart
Barr	Ashley	Monitor/Crossing Guard	E	Chaparral
Baum	David	Bus Driver	E	Transportation
Bennett	Nicholas	Paraprofessional	E	Palo Verde
Bones	Linda	Special Ed. Assistant	E	Lookout Mountain
Bowland	Jillian	Paraprofessional	E	Cactus Wren
Brown	Janet	Paraprofessional	E	Cactus Wren
Cardona	Christina	Bus Assistant	E	Transportation
Castaneda	Sonia	Office Technician	E	Manzanita
Chaira	Christina	Special Ed. Assistant	E	Manzanita
Clay	Nathana	Paraprofessional	E	Sahuaro
Clayton	Grabowski	Kidspage Assistant	E	Chaparral/Manzanita
Crist	Timothy	Bus Driver	E	Transportation
Damgar	Deborah	Bus Driver	E	Transportation
Danner	Debra	Crossing Guard	E	Sunnyslope
Defoor	Kelly	Bus Assistant	E	Transportation
DeGarcia	Manuela	Crossing Guard	E	Abraham Lincoln
DeTulio	Eileen	Paraprofessional	E	Cactus Wren
Dixon	James	CCB/BIS Assistant	E	Special Services
Eastin	Brittany	Paraprofessional	E	Lakeview
Espinoza	Maria	Crossing Guard	E	Shaw Butte
Floriano Morales	Narda	Paraprofessional	E	Washington
Followwill	Linda	Paraprofessional	E	Desert View
Frank	Dawnie	Bus Assistant	E	Transportation
Frost	Craig	Monitor/Crossing Guard	E	Moon Mountain

**PERSONNEL ACTION RECOMMENDED**

**September 13, 2012**

**D. PART-TIME CLASSIFIED (continued)**

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
Gamboa	Nydia	Special Ed. Assistant	E	Mountain View
Gamez	Joseph	ELL Testing Specialist	E	Desert View
Garcia	Steven	Crossing Guard	E	Lookout Mountain
Garner	Shannon	Food Service Helper	E	Desert Foothills
Gennett	Colin	Paraprofessional	E	Mountain View
Gurrola	Edith	Paraprofessional	E	Arroyo
Guzman	Sonja	Bus Driver	E	Transportation
Hahlen	Shelly	Food Service Helper	E	Abraham Lincoln
Hernandez	Alma Nidia	Special Ed. Assistant	E	Ironwood
Hernandez	Stephanie	Bus Assistant	E	Transportation
Hitchcock	Carol	Paraprofessional	E	Roadrunner
Howard	Darlene	First Things First Support Instructor	N	Sunburst
Howard	Renee	Paraprofessional	E	Mountain View
Hughes	Sandra	Paraprofessional	E	Washington
Huntley	Judy	Special Ed. Assistant	E	Desert View
Jimenez de Moreno	Maria	Monitor/Crossing Guard	E	Alta Vista
Jones	Antonio	Special Ed. Assistant	E	Mountain Sky
Kallas	James	Bus Driver	E	Transportation
Lee	Lorraine	Bus Driver	E	Transportation
Loera	Adriana	Paraprofessional	E	Desert View
Lofton	Kathy	Monitor/Crossing Guard	E	Abraham Lincoln
Lopez	Catherine	Bus Assistant	E	Transportation
Luera	Maria	Paraprofessional	E	Washington
Marinez Flores	Marisela	Paraprofessional	E	Sunnyslope
Mason	Sandra	Kidspac Assistant	E	Lookout Mountain
May	Terri	Instructional Assistant	E	Sunburst
McDermott	Taylor	Personal Care Provider	E	Ironwood
McLain	Erika	Food Service Helper	E	Food Service
Mercado	Frances	Bus Driver	E	Transportation
Meza de Soto	Olga	Bus Driver	E	Transportation
Miles	Belle	Food Service Helper	E	Mountain Sky
Miller	Molly	Monitor	E	Chaparral
Modie	Amanda	Paraprofessional	E	Manzanita
Moore	Teresa	Paraprofessional	E	John Jacobs
Morris	Shawna	Bus Driver	E	Transportation
Munoz	Cindy	Bus Driver	E	Transportation
Netherlin	Nohemi	Bus Assistant	E	Transportation
Nguyen	Mai-Anh	Speech/Lang. Assistant	E	Manzanita/Desert Foothills
Nicks	Michael	Paraprofessional	E	Royal Palm
Odebiyi	Christiana	Paraprofessional	E	Ocotillo
Owens	Deborah	Special Ed. Assistant	E	Sweetwater
Peppel	Kameryn	HeadStart Assistant	E	HeadStart
Perry	Noreen	Food Service Helper	E	Moon Mountain
Potts	Angela	Paraprofessional	E	Desert View
Rivas-Gallegos	Maria	Paraprofessional	E	Sunset
Rodriguez	AnaAlicia	Crossing Guard	E	Washington
Romero	Leticia	Bus Assistant	E	Transportation
Rose	Kristin	Paraprofessional	E	Orangewood
Rose	Miesha	Bus Assistant	E	Transportation
Ruiz	Darlene	Bus Driver	E	Transportation
Rundell	Michelle	Paraprofessional	E	Moon Mountain
Sheets	Sharee	Kidspac Assistant	E	Sunset
Smith	Jacob	Crossing Guard	E	Ironwood
Smith	Valerie	Kidspac Assistant	E	Shaw Butte
Stillwagon	Jennifer	Paraprofessional	E	Palo Verde
Tawfig	Nadia	Kidspac Assistant	E	Lookout Mountain
Taylor	Kenora	Kidspac Assistant	E	Alta Vista
Teng	Johnny	ISS Monitor	E	Washington
Thal	Caleb	Kidspac Assistant	E	Richard Miller

**PERSONNEL ACTION RECOMMENDED**  
**September 13, 2012**

**D. PART-TIME CLASSIFIED (continued)**

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
Tieman	Lindsey	HeadStart Support Instructor	E	Moon Mountain
Trestrail	Tim	Bus Driver	E	Transportation
Triolo	Sheradonn	Food Service Helper	E	Shaw Butte
Watley	Jacquelyn	Kidspace Site Coordinator	E	Arroyo
Vance	Jeanett	Bus Assistant	E	Transportation
Wade	Alyssa	Paraprofessional	E	Lakeview
Woodard	Karen	Crossing Guard	E	Sunnyslope
Yoshii Kelly	Christi	Paraprofessional	E	Roadrunner
Young	Zack	Bus Driver	E	Transportation

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: September 13, 2012 Information  
AGENDA ITEM: \*Public Gifts and Donations (The Value of Donated Items is Determined by the Donor)  
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**

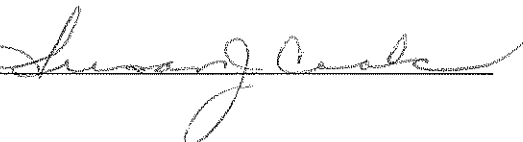
Funding Source: Donations  
Budgeted: N/A

1. Gardner's Book Service donated books and services with an approximate value of \$1,369.68 to the Academic Services Department for Gardner's Story Box.
2. Alta Vista Parent Teacher Organization donated a check in the amount of \$2,638.68 for the benefit of students at Alta Vista Elementary School.
3. Lisa Parker, kindergarten teacher at Alta Vista Elementary School, donated a check in the amount of \$500.00 to sponsor a field trip for the benefit of kindergarten students at Alta Vista Elementary School.
4. Target Corporation donated a check in the amount of \$2,000.00 for the benefit of the summer reading program for students at Moon Mountain Elementary School.
5. Maricopa County donated a check in the amount of \$350.00 to support the Teen Court Program at Mountain Sky Junior High School.
6. Orangewood Parent Teacher Association donated a check in the amount of \$600.00 for a field trip for the benefit of students at Orangewood School.
7. Parents and Teachers for Sahuaro (PATs) donated a check in the amount of \$3,000.00 to purchase books for the benefit of students at Sahuaro 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 \*I.L.C.



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

**September 13, 2012**

**Page 2**

8. Canyon State Bus Sales donated 1,000 lanyards with an approximate value of \$1,500.00 to the Transportation Department for the benefit of Palo Verde Middle School for student ID lanyards.
9. Cardinals Charities donated a check in the amount of \$398.74 for the benefit of students at Sunset Elementary School.

# WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
 FROM: Dr. Susan J. Cook, Superintendent Discussion  
 DATE: September 13, 2012 Information  
1st Reading

AGENDA ITEM: \*Out-of-State Travel

INITIATED BY: Maggie Westhoff, Director of Professional Development

SUBMITTED BY: Maggie Westhoff, Director of Professional Development

PRESENTER AT GOVERNING BOARD MEETING: Dr. Lyn Bailey, Assistant Superintendent of Administrative Services

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

## SUPPORTING DATA

Funding Source: McKinney-Vento Sub-Grant and Title I Set-Aside  
 Budgeted: Yes

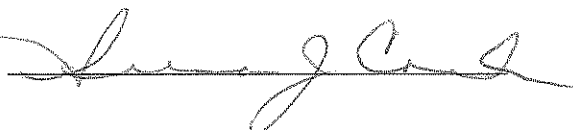
The following out-of-state travel request has been reviewed and is recommended for approval:

1. Dorothy Watkins and Donna Denial to attend the 24<sup>th</sup> Annual National Association for the Education of Homeless Children and Youth Conference, October 27-30, 2012, in Albuquerque, NM, at a cost of \$2,010.00. Participation in this conference is mandated by the McKinney-Vento Sub-Grant.

## SUMMARY AND RECOMMENDATION

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

Superintendent



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

Agenda Item \*II.D.

WASHINGTON ELEMENTARY SCHOOL DISTRICT #6  
DATE OF BOARD AGENDA ITEM – September 13, 2012

**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>
Dorothy Watkins	Administrator of Social Services	District Office
Donna Denial	District Social Worker	District Office/Sunset

**CONFERENCE INFORMATION:**

CONFERENCE TITLE:	24 <sup>rd</sup> Annual National Association for the Education of Homeless Children and Youth Conference						
TRAVEL DATES:	October 27-30, 2012						
CONFERENCE LOCATION:	Albuquerque, New Mexico						
SOURCE OF FUNDING: Description:	McKinney-Vento Sub-Grant and Title I Set-Aside Registration Funds (Funding Source)						<b>Total</b>
<b>Registration Account Code:</b>	<b>280</b>	<b>100</b>	<b>2300</b>	<b>6331</b>	<b>502</b>	<b>0000</b>	<b>\$ 475.00</b>
	<b>100</b>	<b>118</b>	<b>2200</b>	<b>6331</b>	<b>520</b>	<b>0007</b>	<b>\$ 475.00</b>
SOURCE OF FUNDING: Description:	McKinney-Vento Sub-Grant & Title I Set-Aside Travel Funds (Funding Source)						<b>Total</b>
<b>Travel Account Code:</b>	<b>280</b>	<b>100</b>	<b>2300</b>	<b>6580</b>	<b>502</b>	<b>0000</b>	<b>\$ 530.00</b>
	<b>100</b>	<b>118</b>	<b>2200</b>	<b>6580</b>	<b>520</b>	<b>0007</b>	<b>\$ 530.00</b>

**PURPOSE OF TRAVEL:** Dorothy Watkins, Administrator of Social Services/District Homeless Liaison and Donna Denial, Title I District Social Worker, will attend the 24th Annual National Association for the Education of Homeless Children and Youth Conference. The conference will offer sessions on effective school and community responses to homelessness, including practice-based strategies for implementing the McKinney-Vento Homeless Assistance Act and related legislation. This information will be shared with social workers and other social service and enrollment staff who work daily with homeless students and families. Ms. Watkins will be also be participating in a regional panel highlighting the District's McKinney-Vento Program.

**MAXIMUM COSTS:**

REGISTRATION FEE:	\$ 950.00
MEALS	\$ 270.00
LODGING:	\$ 300.00
SUBSTITUTES	\$
TRANSPORTATION:	\$
AIR	\$ 400.00
CAR RENTAL/PARKING	\$
BUS/TAXI/SHUTTLE	\$ 90.00
<b>TOTAL COST:</b>	<b>\$ 2,010.00</b>

**SIGNATURES**

Dr. Lyn Bailey  
Supervisor

Maggie Westhoff  
Supervisor

Dorothy Watkins  
Budget Manager

**COMMENTS:** Participation in this conference is mandated by the McKinney-Vento Sub-Grant.

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: September 13, 2012  
 AGENDA ITEM: \*Acceptance of the Arizona Department of Education 21<sup>st</sup> Century Community Learning Center Grants in the Amount of \$884,000.00, the Musical Instrument Museum/Target Field Trip Grant in the Amount of \$6,300.00 and the Target Grants in the Amount of \$4,000.00  
 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**

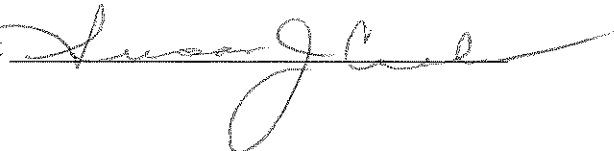
Funding Source: Grants  
 Budgeted: Yes

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
Arizona Department of Education 21 <sup>st</sup> Century Community Learning Center	Desert View Elementary School (N)	\$510,000.00	After-school Programs
Arizona Department of Education 21 <sup>st</sup> Century Community Learning Center	Sweetwater School (N)	\$374,000.00	After-school Programs
Musical Instrument Museum/Target Field Trip	Academic Services (N)	\$6,300.00	MIM Field Trips
Target	Moon Mountain Elementary (N)	\$2,000.00	Summer Reading Program
Target	Sunset Elementary (N)	\$2,000.00	The Reading Garden

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the acceptance of the Arizona Department of Education 21<sup>st</sup> Century Community Learning Center grants in the amount of \$884,000, the Musical Instrument Museum/Target Field Trip grant in the amount of \$6,300.00 and the Target grants in the amount of \$4,000.00 and authorize the Superintendent to execute all necessary documents.

Superintendent 

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

Agenda Item \*I.E.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: September 13, 2012 Information  
AGENDA ITEM: \*Annual Intergovernmental Cooperative Purchase Agreements with the Mohave Educational Services Cooperative, Inc. (MESC) 1st Reading

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

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

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

**SUPPORTING DATA**

Funding Source: Various  
Budgeted: Yes

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

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

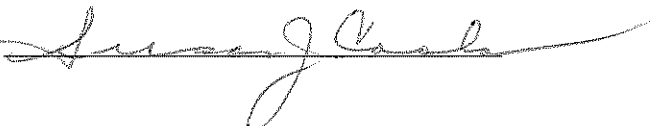
A.R.S. 11-952 and A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements. A school district may either, participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any materials, services, or construction with one or more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

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

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the Intergovernmental Cooperative Purchase Agreements and contract purchases with the Mohave Educational Services Cooperative, Inc. (MESC).

Superintendent



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

Agenda Item \*II.F.

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

<b>Vendor(s):</b>	Pueblo Mechanical & Controls
<b>Description of Purchase:</b>	Job Order Contracting for various construction trades.
<b>Estimated 2012-2013 Expenditures:</b>	To be used on an as-needed basis.
<b>Department/School Funding:</b>	Construction Services
<b>Expended in 2011-2012:</b>	\$0.00

# WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board       X       Action  
 FROM: Dr. Susan J. Cook, Superintendent                      Discussion  
                     Information  
                     1st Reading  
 DATE: September 13, 2012  
 AGENDA ITEM: \*Annual Intergovernmental Cooperative Purchase Agreements with the Greater Phoenix Purchasing Consortium for Schools (GPPCS) and Strategic Alliance for Volume Expenditures (SAVE)  
 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) and Strategic Alliance for Volume Expenditures (SAVE).

Superintendent 

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

Agenda Item \*II.G.

**GPPCS CONTRACT(S)**

Budget for these funding sources is determined as monies are deposited

<b>Contract Title:</b>	Educational Field Trips - Supplemental
<b>Vendor(s):</b>	
Airworx Trampoline Center Arizona Museum of Natural History Arizona-Sonora Desert Museum City of Goodyear Ballparks Dance Sequins Studio Ecology Project International Family Finance Educators Forum Music Festivals	Frank Lloyd Wright Foundation Harkins Administration Jobing.com Arena Junior Tours Pioneer Arizona Foundation Prescott Pines Camp Southwest Shakespeare Company
<b>Contract Issuer:</b>	Contract issued through Peoria #23-5552-67-13.
<b>Estimated 2012-2013 Expenditures:</b>	To be used on an as-needed basis.
<b>Department/School Funding:</b>	Funding sources may include Tax Credit, Auxiliary, and Student Activity funds.
<b>Expended in 2011-2012:</b>	\$17,090.00

**SAVE CONTRACT(S)**

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

<b>Contract Title:</b>	Athletic Equipment and Supplies
<b>Vendor(s):</b>	
1st American Sports Aluminum Athletic Equipment Baden Sports BSN Sports Buddy's All Stars Centennial Sale East Valley Sports Flaghouse K & S Sports Promotions	MF Athletic Pro Star Sports S & S Worldwide Seating Constructors USA Sporttime (School Specialty) Sunvalco Athletic Supply Tomek Sports Universal Athletic
<b>Contract Issuer:</b>	Contract issued through Queen Creek #11-03-18
<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 in 2011-2012:</b>	\$64,782.10

<b>Contract Title:</b>	Web-based Evaluation Application
<b>Vendor(s):</b>	
Netchemia LLC	
<b>Contract Issuer:</b>	Contract issued through Paradise Valley #12-019
<b>Estimated 2012-2013 Expenditures:</b>	To be used on an as-needed basis.
<b>Department/School Funding:</b>	Human Resources
<b>Expended in 2011-2012:</b>	This is a new contract.



# WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board       X       Action  
 FROM: Dr. Susan J. Cook, Superintendent                      Discussion  
                     Information  
                     1st Reading  
 DATE: September 13, 2012  
 AGENDA ITEM: \*Intergovernmental Renewal Agreement with Mesa Unified School District for the Mesa Distance Learning Program  
 INITIATED BY: Natalie McWhorter, Director of Curriculum SUBMITTED BY: Natalie McWhorter, Director of Curriculum  
 PRESENTER AT GOVERNING BOARD MEETING: Natalie McWhorter, Director of Curriculum  
 GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA and A.R.S. § 15-808

## SUPPORTING DATA

Funding Source: M&O  
 Budgeted: Yes

On June 25, 2009 the Governing Board approved an extension of the original 2005 Intergovernmental (IGA) Agreement between Washington Elementary School District (WESD) and Mesa Unified School District for the Mesa Distance Learning Program for the July 1, 2009 through June 30, 2012 school years. This agreement has enabled WESD to offer rigorous, interactive, standards-based, online instructional programs to current District students in alternative education placements, as well as to home-schooled students who reside within District boundaries. For special education, gifted, and homebound students, distance learning may provide an effective instructional delivery option in lieu of more traditional services. Furthermore, distance learning may enhance the at-home educational experience for home-schooled students, while contributing to the District's Average Daily Membership (ADM).

This is a renewal of the IGA for the period of July 1, 2012 through June 30, 2015.

The renewal has been reviewed by District Legal Counsel.

## SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the renewal of the Intergovernmental Agreement between Washington Elementary School District and Mesa Unified School District for the Mesa Distance Learning Program for July 1, 2012 through June 30, 2015 and authorize the Superintendent to execute the necessary documents on behalf of the District.

Superintendent



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

Agenda Item \*II.H.

# MESA

## PUBLIC SCHOOLS

July 18, 2012

Natalie McWhorter  
Director of Curriculum  
Washington Elementary District  
4750 West Sweetwater  
Glendale, AZ 85304

*Helen Riddle  
Director*

*Mesa Distance Learning Program*

Re: Mesa Unified School District and Washington Elementary  
District IGA for Distance Learning and Related Services

*1025 N. Country Club Drive  
Mesa, Arizona  
85201-3307  
www.mdlp.org*

*(480) 472-0885  
Fax (480) 472-0887*

Dear Ms. McWhorter:

This letter will confirm that we are extending the term of this agreement which ends June 30, 2012, through June 30, 2015.

Please confirm that you agree to this extension by signing this letter in the space provided below and returning it to me.

Sincerely,

*Helen Riddle*

Helen Riddle  
Director, Mesa Distance Learning Program

Copy: Tom Pickrell, General Counsel

The foregoing is accepted and agreed to:

\_\_\_\_\_  
Natalie McWhorter, Director of Curriculum  
Washington Elementary District

Date \_\_\_\_\_

\_\_\_\_\_  
Dr. Susan J. Cook, Superintendent  
Washington Elementary District

Date \_\_\_\_\_

# MESA

## PUBLIC SCHOOLS

May 27, 2009

Natalie McWhorter  
Director of Curriculum  
Washington Elementary District  
4650 West Sweetwater  
Glendale, AZ 85304

Douglas P. Barnard, E.d.D.  
Executive Director

Mesa Distance Learning Program

Re: Mesa Unified School District and Washington Elementary School  
District IGA for Distance Learning and Related Services

549 North Stapley Drive

Building 4

Mesa, Arizona

85203-7297

[www.mdlp.org](http://www.mdlp.org)

(480) 472-7285

fax (480) 472-7287

Dear Ms. McWhorter:

This letter will confirm that we are extending the term of this agreement which ends June 30, 2009, through June 30, 2012.

Please confirm that you agree to this extension by signing this letter in the space provided below and returning it to me.


Sincerely,



Doug Barnard  
Director, Mesa Distance Learning Program

Copy: Tom Pickrell, General Counsel

The foregoing is accepted and agreed to:



Dr. Susan J. Cook, Superintendent  
Washington Elementary District

Date 6/29/09

## **Mesa Distance Learning Program Services Agreement**

This Services Agreement is entered into as of August 24, 2005, (hereinafter the "Effective Date") by and between Mesa Unified School District No. 4 (hereinafter "Mesa"), and Washington Elementary District ("Washington").

### **RECITALS**

Mesa has developed a certain proprietary distance learning program, including proprietary computer software, for students to receive comprehensive K-12 academic instruction via the Internet (MDLP). MDLP consists of the items described in Schedule A.

Mesa desires to obtain from Washington, and Washington desires to provide to Mesa for a fee, certain support services for students who reside in Washington's territory and are enrolled by Mesa in its distance learning program, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and of the mutual covenants contained herein, Washington and Mesa agree as follows:

### **1. MDLP LICENSE**

Mesa grants Washington a nonexclusive, nontransferable license for Washington to use MDLP solely for the purpose of supporting Mesa's efforts to provide distance learning services to students who reside in Washington's territory and who are enrolled in the Mesa Distance Learning Program. The license and use of MDLP is limited to the term of this Agreement and is at all times subject to the terms and conditions set forth in this Agreement, including without limitation, the License Terms and Conditions set forth in Schedule B.

### **2. WASHINGTON SERVICES**

Washington agrees to perform the support services for Mesa as described in Schedule C ("Services"). Washington's obligation to provide the Services is limited to the term of this Agreement and is subject to the terms and conditions set forth in this Agreement.

### **3. PAYMENT**

For the Services provided under this Agreement, Mesa shall pay to Washington, or Washington will pay to Mesa, a fee calculated according to Schedule D. Payments shall be made annually or semiannually upon presentation of a written invoice. An interest penalty equal to one percent per month (or portion thereof) on any delinquent amount owed under this Agreement may be charged.

### **4. TERM**

This Agreement shall commence on the Effective Date and end June 30, 2008.

### **5. TERMINATION**

Default. In the event that either party materially fails to perform or comply with any provision of this Agreement, and fails to remedy the default within 30 days after receipt of written notice to that effect, then the non-defaulting party shall have the right, at its sole option and upon written notice to the other, to terminate this Agreement.

System incompatibility. In the event Mesa cannot successfully install MDLP on Washington's computer system, Washington or Mesa, at any time prior to final acceptance of installation by Washington, may terminate this Agreement, and all fees paid to Mesa under this Agreement shall be refunded.

A.R.S. §38-511. This agreement may be terminated by either party for conflict of interest pursuant to A.R.S. §38-511.

## 6. NOTICES

A notice required by this Agreement shall be sent by U.S. certified mail, return receipt requested, or delivered by hand to the party at the address indicated in Schedule E or such other address requested by notice to the other party. A notice shall be considered given when received.

## 7. INDEMNITY

Each party will indemnify, hold harmless and, with counsel reasonably acceptable to the other, defend the other party and its officers, employees and agents from and against all losses arising out of or in connection with any negligent or willful act or omission of the party and its agents, including without limitation to the extent such act or omission causes or contributes to (i) any bodily injury, sickness, disease or death; (ii) any injury to or destruction of tangible or intangible property (including computer programs and data or any loss of use resulting therefrom); or (iii) any violation of any statute, ordinance or regulation.

## 8. LIMITATION OF LIABILITY

Damages Limitation. Each party disclaims any and all liability for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement, even if that party has been advised of the possibility thereof, or knew or should have known thereof, including without limitation, any claims for loss of data or software, negligence or delay of a party in providing any goods or performing any Services hereunder.

Limitation On Any Recovery. Each party specifically agrees that the other party's liability for damages for any cause whatsoever, regardless of the form of action, whether in contract or in tort, shall be limited to the total fees paid by the other party under this Agreement.

One-Year Limitation Period. No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than one year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

Uncontrollable Events. Neither party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control; provided, however, that this provision shall not operate to excuse Washington from prompt payment of any amounts required to be paid under this Agreement.

## 9. REMEDIES; ATTORNEYS' FEES

A breach by either party of any of the provisions of this Agreement shall entitle the other to all rights and remedies provided by the Agreement or pursuant to applicable law. The prevailing party in any action to enforce or interpret any provision of this Agreement shall be entitled to reasonable attorneys' fees and disbursements, including but not limited to court costs and fees, fees and costs of expert witnesses, fees of court reporters and transcripts.

## 10. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Arizona and by applicable federal law. Any action or proceeding brought by a party with respect to the breach or enforcement of the terms of this Agreement shall be brought in the courts of the State of Arizona situated in Maricopa County.

## 11. SEVERABILITY

If any one or more provisions of this Agreement are, for any reason, held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision contained in this Agreement.

## 12. WAIVER

A waiver by either party of any of the terms, conditions and covenants to be performed by the other shall not be construed to be a waiver of any succeeding breach, nor of any other term, condition or covenant contained in this Agreement.

## 13. ENTIRE AGREEMENT

This Agreement states the entire agreement between the parties concerning its subject matter and supersedes all related prior oral and written negotiations and understandings. This Agreement may not be amended except by a mutual written agreement of the parties.

IN WITNESS WHEREOF, Washington and Mesa caused this Agreement to be executed by their respective duly authorized representatives as of the dates indicated by their representatives' signatures.

Mesa Unified School District No. 4



Signature

Name: Debra Duvall

Title: Superintendent

Date: 9/28/05

Washington Elementary District



Signature

Name: Susan J. Cook

Title: Superintendent

Date: 08/24/05

## SCHEDULE A

### MDLP DESCRIPTION

The Mesa Distance Learning Program offers students nationwide, electronic instruction in grades 1-12 leading to a high school diploma upon successful completion of the program. The basic core program currently has over 57 high-quality, interactive online courses taught by certified teachers. The Mesa Distance Learning Program provides multimedia-rich curriculum aligning to state and national standards as well as numerous online tools for both parents and students. The Program is more fully described on its website: [www.mdip.org](http://www.mdip.org)

## SCHEDULE B

### TERMS AND CONDITIONS OF MDLP LICENSE

Mesa's grant of a license to use MDLP is at all times subject to the following terms and conditions:

1. Washington shall use MDLP solely for the purpose of providing support services to students who are enrolled in the MDLP program and who live in the Washington territory, and only as expressly authorized in the MDLP Subscription Agreement.
2. The license shall terminate upon the termination of the MDLP Services Agreement. Upon termination, Washington shall permanently remove MDLP from all computers under Washington's control and return to Mesa all documentation received from Mesa in connection with the MDLP Services Agreement.
3. The license is nonexclusive and nontransferable.
4. Washington shall (i) hold MDLP, including without limitation, its source code, in confidence and not disclose it to anyone other than Washington's employees and consultants who require disclosure in connection with Washington's use of MDLP and who agree to fully adhere to the same confidentiality obligation; (ii) not remove any Mesa copyright, trademark or other proprietary notice from MDLP; and (iii) not transfer MDLP or assign this Agreement or any rights regarding MDLP. Any attempted transfer or assignment shall be void and of no force or effect. These obligations shall survive notwithstanding any termination or expiration of this Agreement, and if any breach of these obligations is not remedied within ten days of written notice thereof from Mesa. Mesa may, in addition to any other legal or equitable remedies available to it, immediately terminate this Agreement.
5. Rights in, title to and ownership of MDLP as delivered, including patents and copyrights, shall at all times remain with Mesa.
6. Mesa's exclusive warranty for MDLP is that, for a period of one year from completion of installation of MDLP, MDLP shall operate free of defects in media and material. If MDLP is not in conformance with this warranty, Mesa shall, at its expense, repair or modify MDLP or, at its option, replace MDLP. The foregoing exclusive warranty is contingent upon Washington procuring computer hardware and software licenses that are adequate for the installation and operation of MDLP. Further, the foregoing exclusive warranty is contingent upon the proper use of MDLP in accordance with the specifications and instructions and do not apply to software on which the original identification marks have been removed or altered or to defects or failures due to (i) disaster, accident, neglect or misuse by Washington; (ii) failures or defects of electrical power, external electrical circuitry, air conditioning or humidity control; (iii) the use therewith of software not provided by Mesa; or (iv) any person other than Mesa or its authorized representative modifying, repairing or altering MDLP. Notwithstanding the foregoing, Washington shall have the right to modify MDLP with the understanding that Mesa disclaims all warranties with respect to performance and defects, and infringement of any third party intellectual property rights, with respect to the modified software. EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO WARRANTIES EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, OF SERVICES OR SOFTWARE FURNISHED HEREUNDER OR IN CONNECTION THEREWITH. MESA DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATIONS OR OTHER AFFIRMATIONS OF FACT, INCLUDING WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF MDLP, WHETHER MADE BY MESA EMPLOYEES OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS AGREEMENT, SHALL BE DEEMED TO BE A WARRANTY BY MESA FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF MESA WHATSOEVER.



7. If a claim is made or an action brought that MDLP, as delivered, infringes a U. S. patent, or any copyright, trademark or trade secret, Mesa will defend Washington against such claim and will pay resulting costs, damages and attorneys' fees finally awarded provided that (i) Washington promptly notifies Mesa in writing of the claim, and (ii) Mesa has sole control of the defense and all related settlement negotiations. Mesa's obligation under this Section is conditional upon Washington's agreement that if MDLP, or the use or operation thereof, becomes, or in Mesa's opinion is likely to become, the subject of such a claim, Mesa may, at its expense, either procure the right for Washington to continue using MDLP or, at its option, replace or modify MDLP so that it becomes non-infringing (provided such replacement or modification does not materially adversely affect Washington's intended use of MDLP as contemplated hereunder). Mesa shall have no liability for any claim based on the combination, operation or use of any MDLP with MDLP not supplied by Mesa if such a claim would have been avoided by use of other MDLP, whether or not capable of achieving the same results, or based upon alteration or modification of MDLP furnished by Mesa. THE FOREGOING STATES THE ENTIRE OBLIGATION OF MESA WITH RESPECT TO INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS AND TRADE SECRETS.
8. The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of the Agreement, including without limitation any covenants of confidentiality and any express limitations of or releases from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

## Schedule C

### Statement of Services

During the term of the MDLP Services Agreement, Washington shall generally advise students of the opportunity to participate in MDLP, when deemed appropriate by Washington, and perform the following support services for students who reside in Washington's territory and enroll in MDLP:

- Proctoring the final examination for a course at a Washington facility.
- Providing any face-to-face instruction or counseling that Washington, in its discretion, desires to provide an enrolled student.
- Providing any special education services to students with disabilities who participate in MDLP.
- Providing coordination of the program at Washington.
- Providing registration services to students and families of Washington.
- Assisting in the design/revision of MDLP courses when desired.
- Assisting students and families as needed.

All Services performed by Washington pursuant to this Agreement will be rendered in a professional manner in accordance with generally accepted professional standards prevailing at the time. Washington shall be solely responsible for assigning its employees and agents to perform the Services.

The relationship created by this Agreement is that of Washington as an independent contractor providing services to Mesa. This Agreement does not create the relationship of principal-agent, employee-employer, partnership or joint venture.

## Schedule D

### Service Fee Formula

<p>1. Student who is <u>not</u> enrolled in a Washington school immediately prior or after entering the Mesa Distance Learning Program</p>	<p>Mesa will pay to Washington 50% of the adjusted ADM for each student as listed on the report from the State Department of Education (ADM).</p>
<p>2. Student who is enrolled in a Washington school immediately prior and after entering the Mesa Distance Learning Program</p>	<p>A. If a student is enrolled as a full-time student at Washington, Washington will claim the ADM for the student and pay to Mesa \$150 per semester course.</p> <p>B. If a student is enrolled as a fractional student at Washington, Washington and Mesa will each claim their respective portions of ADM for the student. Mesa will receive \$150 per semester course or 50% of adjusted ADM, as mutually agreed upon by Washington and Mesa.</p>

## Schedule E

### Notice and Contact Information

#### Notice:

Mesa Public Schools  
63 E. Main Street #101  
Mesa, Arizona 85201-7422  
Attn: Superintendent

#### Notice:

Washington Elementary District  
8610 N. 19<sup>th</sup> Avenue  
Phoenix, Arizona 85021  
Attn: Superintendent

#### Primary Contact Person for Implementation of MDLP Services Agreement:

Director of Distance Learning  
Mesa Public Schools  
546 N. Stapley Drive, Building 4  
Mesa, Arizona 85203  
480-472-7253  
480-472-7251 (fax)

#### Primary Contact Person for Implementation of MDLP Services Agreement:

Director of Curriculum  
Washington Elementary District  
8610 N. 19<sup>th</sup> Avenue  
Phoenix, Arizona 85021  
Phone 602-347-2663  
Fax 602-347-2708

#### Primary Contact for Billing Information:

Accounts Payable Department  
Mesa Public Schools  
63 E. Main Street #101  
Mesa, Arizona 85201-7244  
480-472-0106

#### Party Responsible for Payment :

Accounts Receivable Department  
Washington Elementary District  
8610 N. 19<sup>th</sup> Avenue  
Phoenix, Arizona 85021  
Phone 602-347-2612

**WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6**

TO: Governing Board           X           Action  
 FROM: Dr. Susan J. Cook, Superintendent                            Discussion  
                           Information  
                           1st Reading  
 DATE: September 13, 2012  
 AGENDA ITEM: \*Intergovernmental Agreement with the Superior Court of Arizona in Maricopa County, Juvenile Probation Department  
 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

The Arizona Legislature approved funding for the 2012-2013 school year to the Arizona Department of Education for the purpose of placing Juvenile Probation Officers in Arizona schools in accordance with the School Safety Program.

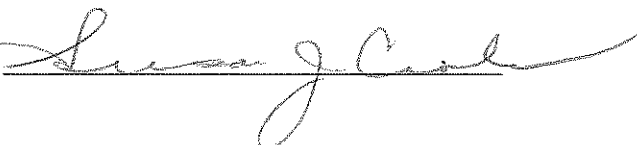
Included is an Intergovernmental Agreement (IGA) between Washington Elementary School District and the Superior Court of Arizona in Maricopa County, Juvenile Probation Department. This IGA is for the purpose of continuing services of one Juvenile Probation Officer assigned to the campus of Desert Foothills Junior High. The Juvenile Probation Officer is responsible for implementing Law-Related Education in the classroom, as well as providing other student services according to the School Safety Program Guidance Manual.

The Intergovernmental Agreement has been reviewed by District Legal Counsel.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the Authorization of the Intergovernmental Agreement with the Superior Court of Arizona in Maricopa County, Juvenile Probation Department and authorize the Superintendent to execute all necessary documents.

Superintendent



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

Agenda Item \*III.

# **INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**Washington Elementary School District  
4650 W. Sweetwater  
Glendale, Arizona 85304**

**AND**

**Superior Court of Arizona in Maricopa County  
Juvenile Probation Department  
3125 W. Durango  
Phoenix, Arizona 85009**

This intergovernmental agreement ("Agreement") is entered into this first day of July 2012, by and between the Washington Elementary School District ("District") and the Superior Court of Arizona, Maricopa County, Juvenile Court/Probation ("Court"). Each party to this Agreement is a public agency of the state of Arizona as defined in A.R.S. section 11-951.

Pursuant to Laws 1997, Ch. 220, Sec. 78, the Arizona Legislature amended Title 15, Chapter 1, article 5, Arizona Revised Statutes, by adding sections 15-153, 15-154, 15-155, governing the School Safety program. The District and the Court are authorized by A.R.S. §§11-952 (L) and 15-153, 15-154 and 15-155 (B) to enter into this Agreement.

Funds have been appropriated from tax revenues in fiscal year 2013 to the Arizona Department of Education to place Juvenile Probation Officers and School Resource Officers in Arizona schools in accordance with approved School Safety Programs.

The District and the Court desire to work in cooperation with one another to further the goals of the approved School Safety Program. The Court through this Agreement will assign one Juvenile Probation Officer to the District to perform Law-Related Education Services as required in paragraph "2" herein. Therefore, in consideration of the mutual promises and undertaking contained herein, the parties hereby agree as follows:

## **1. DURATION OF AGREEMENT**

This Agreement shall begin on the 1<sup>st</sup> day of July 2012 and shall terminate on the 30<sup>th</sup> day of June 2013.

## **2. SERVICES TO BE PERFORMED**

The Court will assign one probation officer, for a period of 12 months, to the campus of Desert Foothills Jr. High to provide a number of services. The services include, but are not limited to, the following: dispensing information to the students about the laws; providing a minimum of ninety (90) hours of Law Related Education to students per semester as a preventative education approach; and assisting in developing programs and providing consultation regarding safety factors. The probation officer is also available to provide training to staff regarding ways to give support to the Law Related Education Programs.

In accordance with the policies and directives set forth by the Court, the probation officer will convey to the District information relevant to the well being of the children/adolescents involved in the District. In turn, the District will convey relevant information to the probation officers to the extent that revealing such information is consistent with the District's obligations under federal and state law.

The probation officer is not solely responsible for curriculum development or the teaching of the Law Related Education Programs. Any of these activities will be done in conjunction with District personnel.

## **3. SCHOOL INTERSESSION**

During the summer intersession the probation officer will be engaged in some or all of the following:

- Take regularly scheduled vacation.
- Plan school security improvements.
- Prepare law related education lessons/presentations.
- Develop collaborations with community resources, identifying services offered that could benefit students.
- Conduct school safety assessments.
- Work with the school safety team to review and update the school crisis plan, and conduct school wide exercises to test the plan.
- Plan in-service training.
- Collaborate with school administration to analyze criminal incident reports and disciplinary records to identify patterns and develop strategies to address problems.
- Work with community-based and youth recreational and leadership development activities that complement and reinforce the school safety program.
- Attend training opportunities.

No later than one week prior to the end of the school year, the probation officer will provide their supervisor a final copy of their summer schedule. Approval of the officer's schedule lies solely with the Court, however, the Court will work collaboratively with the District regarding schedules.

#### 4. FINANCE AND BUDGET

The School Safety Program Oversight Committee ("SSPOC") has approved funding for the School Safety Program of Washington Elementary School District. Upon the receipt of the funds from the Arizona Department of Education, the District will transfer the funds to the Court to be budgeted and allocated as follows:

- a. The District shall retain all supplies and capital outlay funds allocated as follows:

For Desert Foothills Jr. High:	
Supplies	\$100.00
Capital Outlay (computers/printers)	\$000.00
Total	\$100.00

**Grand Total \$100.00**

Any equipment purchased for the probation officer by the school using grant funds will remain the property of the District.

- b. Complete breakdown of funds and schools is as follows:

For Desert Foothills Jr. High:	
Salary/ Benefits	\$77,734.00
Supplies	\$100.00
Travel/ Training	\$00.00
Capital Outlay (computers/ printers)	\$000.00
Total	\$77,834.00

**Grand Total \$77,834.00**

Total personnel salary and benefits shall not exceed \$77,734.00.

Any unexpended funds allocated for the School Safety Plan during the fiscal year shall be remitted to the Arizona Department of Education as required by A.R.S. §15-154 (D).

- c. Payment Terms

The District will remit a total of \$77,734.00 in two equal payments to the Court, each due within thirty days of receipt of School Safety Grant Funds from the Arizona Department of Education.

#### 5. INAPPROPRIATE EXPENDITURES

The Court and the District shall expend funds only for the purposes and uses specified in the approved plan and budget. Any party that expends funds for purposes or uses other than those specified in the plan and budget approved by SSPOC shall reimburse the Arizona Department of Education for such unauthorized or inappropriate expenditures. Funds shall not be used to pay the Court's or District's administrative costs for services



associated with the receipt of those funds including, but not limited to, the costs of: accounting, payroll, data processing, purchasing, personnel, and building use.

## **6. FUND ACCOUNTING**

Funds distributed to the Court shall be handled and accounted for in accordance with the regular operating procedures established by the Court. Any interest earned on these funds while in the possession of the Court shall accrue to the Court and may be used by the Court for the School Safety Program.

Funds unencumbered as of June 30, 2013, and unexpended as of July 1, 2013, shall be transmitted to the District for reversion no later than August 31, 2013.

In the event that this Agreement is terminated prior to June 30, 2013, all unexpended funds in the possession of the Court will be returned to the District within 30 days of such termination.

## **7. REPORTING AND RECORDS**

All books, accounts, reports, files and other records relating to this Agreement shall be kept for five years after termination of this Agreement. The assigned probation officers shall establish and maintain procedures and controls that are acceptable to the Court for the purpose of assuring that no information contained in the probation officers' records or obtained from the Court shall be disclosed by the probation officers or anyone under their supervision, except as is necessary in the performance of the officers' duties as described herein. No information pertaining to probationers or juveniles shall be divulged, other than as required in the performance of the officer's duties as described herein. Any information concerning students or District employees relating to this Agreement may be disclosed only as permitted by federal and state law.

## **8. MODIFICATION AND TERMINATION**

### **a. Termination**

Either party may terminate this Agreement if in its judgment such action is necessary due to:

- (1) Non-Availability of funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph;
- (2) Statutory changes in the program;

- (3) Either party's failure to implement or operate the approved School Safety Program; or
- (4) Either party's non-compliance with this Agreement

Any termination of this contract, exclusive of section 8 (a) (1), must be in writing, stating the reason therefore, and be sent certified mail to the other party giving 30 days notice prior to termination.

**b. Modification**

Any modification to this Agreement must be by mutual written consent of the parties.

**9. EMPLOYMENT STATUS OF PROBATION OFFICER**

Except as otherwise provided in law, in the performance of this Agreement and the School Safety Program, both parties hereto will be acting in their individual governmental capacities and not as agents, employees, or partners of the other party. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees, agents, or subcontractors of the other party.

The Court will have the sole authority over:

- (1) the assignment of probation officers;
- (2) the determination of the probation officers' hours;
- (3) discipline of the probation officers; and
- (4) the implementation of policies and procedures in the handling of probation matters

The Court recognizes the necessity of interfacing with the District in relation to hours, assignments, and discipline issues of the probation officers and will consult with the relevant parties if/ when problems arise.

**10. ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.

**11. INVALIDITY OF PART OF THE AGREEMENT**

The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

**12. GOVERNING LAW**

This Agreement shall be constructed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agreements and mandatory contract provisions of the state agencies required by statute or executive order.

### **13. COMPLIANCE WITH NON-DISCRIMINATION LAWS**

The Court and the District shall comply with Title VII of Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. The Court and the District shall comply with the Rehabilitation Act of 1973, as amended which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans With Disabilities Act.

### **14. COMPLIANCE WITH IMMIGRATION LAWS**

The Parties shall comply with A.R.S. § 41-4401 to the extent applicable:

1. Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.
  - a. The Parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrant its compliance with Section A.R.S. § 23-214, Subsection A.
  - b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and that Party may be subject to penalties up to and including termination of the Agreement.
  - c. The Parties retain the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with the warranty.

### **15. INSURANCE INDEMNIFICATION**

Each party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as “Indemnatee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “Claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

### **16. DISPUTE RESOLUTION**

If there is a dispute that is subject to the mandatory arbitration provisions of A.R.S. section 12-133, the parties shall submit the matter to binding arbitration in compliance with A.R.S. section 12-1518.

## **17. CONFLICT OF INTEREST**

The parties acknowledge that this Agreement is subject to cancellation provisions pursuant to A.R.S. §38-511, the provisions of which are incorporated herein by reference and made a part of hereof.

## **18. COMPLIANCE WITH SCHOOL SAFETY PROGRAM GUIDELINES**

The Court and the District agree to implement this Agreement in accordance with the School Safety Program guidelines established by the School Safety Program Oversight Committee, including without limitation the following guidelines:

- a. The school probation officer ("PO") shall fulfill their duties as a sworn officer for the Court for the State of Arizona.
- b. No District or school administrator shall interfere with the duties of the PO as a sworn officer of the Court.
- c. The roles and responsibilities of the District and the Court will comply with the Guidance Manual for School Safety Program as approved by the School Safety Program Oversight Committee.
- d. The school shall provide office space that provides privacy for the PO to conduct confidential business. The office shall include the necessary equipment for an officer to effectively perform duties, i.e., telephone, desk, chair, filing cabinet, up-to-date computer with Internet access, and a printer as provided by the grant.
- e. The District or school shall send officers annually to law-related education training and provide all related travel expenses as provided in the grant.

This Agreement is subject to approval by the Governing Board of the Washington Elementary School District.

## 19. NOTICES

All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered to the respective parties at the following addresses:

### School Contact Persons:

Steve Murosky, Academic Support Program Director  
Washington Elementary School District  
4650 W. Sweetwater  
Glendale, Arizona 85304  
Phone: 602-347-3504  
Fax: 602-347-2708  
Email: [steve.murosky@wesdschools.org](mailto:steve.murosky@wesdschools.org)

### Court Contact Person:

Michael Bane, Probation Supervisor  
Maricopa County Juvenile Probation Department  
1810 S. Lewis  
Mesa, Arizona 85210  
Phone: 602-506-6586  
Fax: 602-506-2162  
Email: [micban@juvenile.maricopa.gov](mailto:micban@juvenile.maricopa.gov)

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT  
on the date written below.

District: Washington Elementary School District

Court: Superior Court of Arizona in  
Maricopa County

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

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

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

Dr. Susan J. Cook

Title: Superintendent

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

Norman Davis

Title: Presiding Judge

In accordance with A.R.S. §11-952, this contract has been reviewed by the undersigned that  
have determined that this contract is in appropriate form and within the powers and authority  
granted to each respective public body.

This \_\_\_\_ day of \_\_\_\_\_, 2012

This \_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Attorney for District

\_\_\_\_\_  
Attorney for Court

# WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board       X       Action  
 FROM: Dr. Susan J. Cook, Superintendent                      Discussion  
 DATE: September 13, 2012                      Information  
 AGENDA ITEM: \*Memoranda of Understanding with Communities in Schools Arizona on Behalf of Richard E. Miller Elementary School, Royal Palm Middle School and Arizona Cardinals Preparatory Academy                      1st Reading  
 INITIATED BY: Janet Sullivan, Assistant Superintendent of Academic Services  
 SUBMITTED BY: Janet Sullivan, Assistant Superintendent of Academic Services  
 PRESENTER AT GOVERNING BOARD MEETING: Janet Sullivan, Assistant Superintendent of Academic Services and D. Rex Shumway, District Legal Counsel  
 GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: DDA

## SUPPORTING DATA

Funding Source: Title I  
 Budgeted: Yes

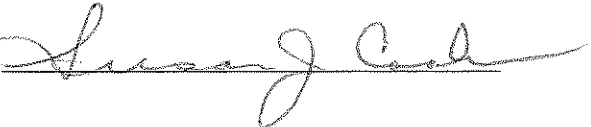
Over the years, Communities in Schools Arizona (CISA) has partnered with the Washington Elementary School District (WESD) to bring community resources to meet the academic and non-academic needs of students in several WESD schools, with specific emphasis on vital resources and services to address the needs of low-income and disadvantaged youth. CISA provides resources and services such as after-school programs, food assistance, clothing, school supplies, parent education and involvement activities, and health and dental care across the school campuses. CISA uses existing resources efficiently and leverages funding to effectively provide students with the National Communities in Schools five basic principles:

- A one-on-one relationship with a caring adult.
- A safe place to learn and grow.
- A healthy start and a healthy future.
- A marketable skill to use upon graduation.
- A chance to give back to peers and community.

Prior to the 2011-2012 school year, the memoranda reflected funding solely by Communities in Schools Arizona.

## SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Memoranda of Understanding with Communities in Schools Arizona on behalf of Richard E. Miller Elementary School, Royal Palm Middle School, and Arizona Cardinals Preparatory Academy and authorize the WESD officials named in the respective MOUs to execute the memoranda on behalf of the District.

Superintendent 

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

Agenda Item \*II.J.

**\*Memoranda of Understanding with Communities in Schools Arizona on Behalf of Richard E. Miller  
Elementary School, Royal Palm Middle School and Arizona Cardinals Preparatory Academy  
September 13, 2012  
Page 2**

Due to CISA's funding constraints, beginning last school year and continuing this year, the agreements include financial contributions to help support the program. The funding of \$15,000.00 for each site is utilized to pay for the salaries of the three individuals, with the remainder paid by CISA. Each school was consulted regarding the interest in and effectiveness of the services provided by the CISA personnel. These three schools (principals and staff) agreed that the services were well worth continuing. The funding is budgeted in Title I in alignment with the Teaching for Learning Environment and Parent Involvement goals within the District's Comprehensive Continuous Improvement Plan, as well as with the Continuous Improvement Plans of the individual schools.

The term for each Memorandum of Understanding (MOU) is September 1, 2012 through May 31, 2013.

Each Memorandum of Understanding has been reviewed by District Legal Counsel.





## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is being entered into by and between Communities In Schools Arizona with its principal place of business at 333 East Virginia Avenue, Suite 208, Phoenix, Arizona 85004 (hereinafter referred to as "CIS Arizona") and Washington Elementary School District (hereinafter referred to as "District") located at 4650 West Sweetwater Glendale, AZ 85304 and is effective September 1<sup>st</sup>, 2012, upon execution by both parties. This Memorandum of Understanding shall hereinafter be referred to as "memorandum" or "memorandum of understanding".

In consideration of the mutual promises stated herein and other good and valuable consideration as may be involved, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to work together in support of the students and their families in the Washington ESD and, more specifically, to carry out the commitments stated below for each of the Parties. Communities In Schools believes that every child needs and deserves these "Five Basics":

1. A one-on-one relationship with a caring adult
2. A safe place to learn and grow
3. A healthy start and a healthy future
4. A marketable skill to use upon graduation
5. A chance to give back to peers and community

CIS Arizona programs are designed to provide students with at least one of these real basics through supportive guidance, academic intervention, educational enrichment, health/human services, and college/career readiness.

### **Purpose**

The purpose of this memorandum of understanding is to outline the scope of services that CIS Arizona will provide for Washington ESD and the responsibilities of the District. CIS Arizona coordinators shall maintain a presence and work cooperatively with the District to promote communication and shared leadership responsibility to assist students and families who participate in this program. Principal objectives for the relationship shall be to:

1. Promote and increase parent, family and community involvement and collaborations, thereby strengthening support for the schools and ultimately contributing to increased success for all students.
2. Coordinate the provision of holistic services in a school district setting to students and their families who are facing obstacles to academic and personal success through the utilization of the CIS Arizona "Community School" service model.
3. Services are planned and conducted to develop the capacity of schools to establish and maintain effective partnerships and effectively reduce barriers to student learning.

It is the intent of CIS Arizona to complement the District's commitment to school-based service provisions for students in need of services and their families, not to supplant existing school personnel who provide similar social services.

### **Term**

It is mutually agreed that CIS Arizona and Washington ESD will collaborate in the provision of services as described below during a period beginning September 1<sup>st</sup>, 2012 through May 31, 2013 under the following terms and conditions.

### **Fee**

Communities in Schools Arizona operates as a nonprofit under IRS Section 501(c)(3) Tax ID# 86-0776545. However, CISA and District enter into this agreement with the understanding that a coordinator shall be placed in the Richard E. Miller Elementary School to coordinate site wide services for a base fee of \$15,000 to be paid upon submission of invoice to District from CISA. A breakdown of allocated funds may be requested from CISA at any time by District and submitted no later than 30 days after requested.



## MEMORANDUM OF UNDERSTANDING

### **Modifications**

This memorandum may be amended at any time by an agreement in writing executed by authorized representatives of Communities In Schools Arizona and the Washington ESD.

### **Services to Be Rendered**

#### ***Communities In Schools Arizona Responsibilities and Action Items:***

In order to provide the foundation for sustainable community-based partnerships with Washington ESD, CIS Arizona will:

1. Provide a site-based Community Resource Coordinator to serve as a point of contact for Richard E. Miller Elementary School.
2. Collaborate with district parent liaison and district social worker to administer resources to families within the Washington ESD community.
3. In collaboration with the District leadership, and based on identified needs and available resources, develop and implement a family, parent, and volunteer program.
4. Work with district homeless staff to offer engaging programs with the goal of breaking down barriers and creating paths to success.
5. Develop and implement strategies for creating partnerships between schools, neighborhood organizations, social service agencies and community institutions in order to address district needs.
6. Strategize and explore potential large-scale and replicable opportunities to meet core needs of students and their families, with an emphasis on academic and arts enrichment and prevention education.
7. Research and identify potential service providers to meet identified needs within the district and guide the initial stages of those partnerships.
8. Strategize and explore potential large-scale and replicable opportunities to meet core needs of families, with an emphasis on academic and arts enrichment and prevention education.
9. Implement monthly parent meetings and "coffee talks" with the goal of engaging parents to become more active throughout the district.
10. Prepare and disseminate materials for students and families as needed throughout the District.
11. Act as a point of contact for CIS Arizona's Supplies 4 Students campaign.
12. Coordinate one of the national days of service in collaboration with the CIS state office and Washington ESD.
13. Complete any other assigned duties aligned with family and student engagement.
14. Maintains confidentiality of student and family information in accordance with FERPA guidelines.

#### ***Washington ESD Responsibilities and Action Items:***

In order to assist CIS Arizona in creating sustainable partnerships and programs to support the needs of students and eliminate the barriers to their success, Washington ESD will:

1. Participate in at least two site visits per year by CIS Arizona management.
2. Provide access to a workspace location – including a computer with internet access, dedicated email address, individual phone and copier access – on the campus for the appropriate delivery of programs and services. Access to the District's electronic information services (EIS) shall be subject to Policy IJNBD- Use of Technology Resources in Instruction and the EIS User Agreement found in Exhibit IJNDB-EB.
3. Agree to focus programming efforts within the CIS "Five Basics" (referenced in the overview).
4. Ensure that processes are in place to strategize and explore potential large-scale and replicable opportunities to meet core needs of students and their families, with an emphasis on academic and arts enrichment and prevention education.
5. Provide a point of contact at the District to serve as a liaison to CIS Arizona staff.
6. Ensure that the CIS Arizona staff coordinator responsibilities will not result in the displacement of employed workers or impair existing contracts for services.



## MEMORANDUM OF UNDERSTANDING

7. Provide timely and consistent communication regarding problems or issues in the effective delivery of the program or service.
8. Develop or utilize a district team to meet as needed with CIS Arizona staff for the purpose of planning and developing appropriate strategies for school programming, including needs assessment and annual objectives.
9. Include Community Resource Coordinator in district/school staff meetings/trainings, treating the assigned staff as a member of the district.
10. Provide CIS Arizona and/or CIS Arizona staff access to the principal, teachers and students in order to feature stories about the challenges facing our schools and highlight the ways the community can support improvement efforts. Student participation shall be subject to parent/guardian approval.
11. Administer volunteer requirements and guidelines in accordance with District Operational Procedures.
12. Provide access and assistance to appropriate data and information for program evaluation, including (but not limited to): distribution of approved surveys, as needed; student demographic information; information regarding district variances and mobility; Individual student data for participating students before, during, and after the provision or support services; aggregate student scores on national and state standardized tests; relevant access to district and site based data collection systems; access to any developed, purchased or utilized early warning system technology; access to all student baseline and program data outcome data, including attendance, grades, promotion and graduation; student and teacher access to technology and academic materials.
13. Assign an onsite supervisor for CIS Arizona staff coordinator to assist in evaluating performance and tracking progress of outlined goals.

## II. TERMS AND CONDITIONS

### 1. AMENDMENTS:

Any amendment to this Agreement shall be in writing, agreed to, and signed by both parties. District shall be required to give written notice to the designated CIS Arizona representative for non-material changes such as address changes, personnel changes, etc. but a formal amendment shall not be necessary.

### 2. NON-APPROPRIATIONS:

Each party recognizes that the performance by either party hereunder may be dependent upon the appropriation of funds to or by that party. Should either party fail to be appropriated or to appropriate the necessary funds that party may terminate as stated herein without further duty of obligation. Each party agrees to give notice to the other as soon as reasonably possible after the unavailability of said funds comes to the party's attention.

### 3. COMPLIANCE WITH APPLICABLE LAWS:

Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local governments whether or not specifically referenced herein. Specifically, the following apply:

**3.1 NON-DISCRIMINATION:** Unless exempt under Federal law, CIS Arizona and District shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. CIS Arizona and District shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment of qualified persons because of physical or mental disability. CIS Arizona and District shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

CIS Arizona and District shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, contract services on the basis of race, color, or national origin. CIS Arizona



## MEMORANDUM OF UNDERSTANDING

and District shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibits discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.

**3.2 DRUG-FREE WORKPLACE:** CIS ARIZONA and District agree to comply with the Drug-Free Workplace Act of 1988 (P.L. 100-690). This law requires contractors and subcontractors of federal funds to certify they will provide drug-free workplaces. This certification is a precondition to receiving a contract or grant.

**3.3 IMMIGRATION AND EMPLOYMENT LAWS:** CIS Arizona and District acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with IRCA and permit District inspection of personnel records to verify such compliance. CIS Arizona and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. §41-4401, compliance with all federal immigration laws and regulations that relate to their employees, as well as compliance with A.R.S. §23-214(A) which requires registration and participation with the E-Verify Program. CIS ARIZONA shall ensure that all school-based CIS Arizona Staff meet all state and federal requirements for working with students.

**3.4 SCRUTINIZED BUSINESS OPERATIONS:** CIS Arizona and District, and on behalf of any subcontracting party, certify, to the extent applicable under A.R.S. §§35-391 *et seq* and 35-393 *et seq*, that neither has "scrutinized" business operations in Sudan or Iran. CIS Arizona and District certify compliance with USA Patriot Act and other counterterrorism laws.

#### 4. LIMITATION OF LIABILITY:

Except for the indemnity obligations set forth below, neither party nor its principals, coordinators and employees shall be liable to the other party for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the Program hereunder for an amount in excess of the total amount of service payments made, or required to be made, by CIS Arizona under this Agreement. In no event shall either party, its principals, coordinators or employees be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

#### 5. LICENSES AND PERMITS:

District shall be responsible for obtaining any and all licenses and permits from the State of Arizona, any county or city therein, or any other government agency necessary for the Program.

#### 6. INDEMNIFICATION:

To the extent allowed by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party, its principals, coordinators and employees (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") brought against, incurred by or paid by such other party at any time, in any way arising out of or relating to this Agreement, except to the extent finally judicially determined to have resulted from the fault of the indemnified party. This indemnification provision shall apply regardless of the form or action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

The indemnifying party shall have the right to take over, settle, or defend all claims through counsel of the indemnifying party's choice and under its sole direction, except that the indemnifying party shall not take any action or agree to any settlement that would adversely affect the indemnified party without the indemnified party's written approval. The indemnified party must provide to the indemnifying party reasonable written notice of a



## MEMORANDUM OF UNDERSTANDING

claim or potential claim, shall make all defenses available to the indemnifying party and shall give the indemnifying party all assistance and authority, at the indemnifying party's reasonable request.

Each party shall provide evidence of liability insurance to the other party upon request. In addition, evidence of District's automobile insurance policy shall be provided for the operation of any District owned vehicles that may be used in connection with the Program. District shall provide evidence that Workers' Compensation Insurance is provided to District employees. Each party shall ensure that each of its subcontractor contracts that are specifically related to the Program includes coverage for the other party in the contract indemnification and insurance provisions.

### **7. RELATIONSHIP OF PARTIES/EMPLOYMENT DISCLAIMER:**

Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. In addition, the Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind.

### **8. OWNERSHIP:**

District recognizes that CIS Arizona is the owner of all right, title, and interest in and to all CIS Arizona trademarks, logos, and names ("CIS Arizona Property"). Any use of the CIS Arizona / CIS Arizona Property by District requires the written approval of CIS Arizona. CIS Arizona recognizes that District is the owner of all right, title, and interest in and to all District trademarks, logos, and names ("District Property"). Any use of the District Property by CIS Arizona requires the written approval of District.

District will be the owner of all right, title, and interest in and to all documents, concepts, ideas, methods, methodologies, procedures, software, processes, know-how, techniques, manuals, forms, and training materials created for or by District in connection with the operation of the Program (the "Deliverables"), including without limitation, all intellectual property rights therein. District hereby grants to CIS Arizona a royalty-free worldwide right and license to continue to use, copy, and sublicense, publish, display, and modify the Deliverables. In the event District ceases operations in the normal course of business or chooses not to renew this Agreement for the Program under the provisions of this Agreement, or in the event CIS Arizona terminates this Agreement due to a breach by District, District shall deliver to CIS Arizona a complete copy of all Deliverables and related materials for use solely in relation to the Program.

### **9. CONFIDENTIALITY:**

Each party is the owner of certain information that it deems to be confidential and proprietary in nature ("Confidential Information"). For purposes of this Paragraph 5, "Disclosing Party" shall refer to the party that discloses Confidential Information, and "Receiving Party" shall refer to the party that receives Confidential Information. Neither party will, during or subsequent to the term of this Agreement, directly or indirectly (a) use any of the Disclosing Party's Confidential Information for the benefit of anyone other than Disclosing Party, or (b) disclose any of the Disclosing Party's Confidential Information to anyone other than an employee, representative or agent of the Receiving Party, to whom disclosure of such Confidential Information is necessary for the purposes permitted under this Agreement and who is obligated by written contract to protect the confidentiality thereof in a manner no less stringent than provided herein. Confidential Information does not include information (a) known to Receiving Party at the time of disclosure to Receiving Party by Disclosing Party, (b) publicly known through no wrongful act of Receiving Party, (c) rightfully received by Receiving Party from a third party who is authorized to make such disclosure, or (d) independently developed by Receiving Party other than pursuant to this Agreement.



## MEMORANDUM OF UNDERSTANDING

The Receiving Party may disclose Confidential Information if required pursuant to applicable law, or under a government or court order; provided that (a) the obligations of confidentiality and non-use shall continue to the fullest extent not in conflict with such law or order, and (b) if and when Receiving Party is required to disclose Confidential Information pursuant to any law or order. Receiving Party shall promptly notify Disclosing Party and use reasonable best efforts to obtain a protective order or take other actions as shall prevent or limit, to the fullest extent possible, public access to, or disclosure of, such Confidential Information.

In the event this Agreement is terminated, Receiving Party shall cease use of the Confidential Information received from Disclosing Party and, upon Disclosing Party's written request, shall promptly destroy or return Confidential Information. In the event Disclosing Party requests destruction, Receiving Party shall provide written certification of the destruction within thirty (30) days of such request.

Because each party's obligations are personal and unique, and because the parties will have access to and become acquainted with each other's Confidential Information, each party agrees that its breach of this Agreement will result in irreparable harm to the other party. An injured party may enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that the injured party may have.

### **10. RECORDS:**

The District shall retain all data and other records relating to the acquisition and performance of this Agreement for a period of five years after the completion of the contract. All books and records shall be subject to inspection and audit by CIS Arizona at reasonable times, and where applicable, the State or Federal government, to the extent that the books and records relate to the performance of the contract. Upon request, the District shall produce a legible copy of any or all such records. CIS Arizona will maintain all data and records relating to the performance of this Agreement for a minimum period of two years after the completion of the contract.

### **11. CONFLICT OF INTEREST:**

District agrees that no coordinator, official, or employee of the District shall have any direct or indirect interest in the Agreement, nor shall participate in any decision relating to this Agreement which is prohibited by A.R.S. §38-501, et seq.

### **12. TERMINATION OF AGREEMENT:**

Should circumstances arise which necessitate termination of this Agreement, either party may terminate this Agreement at any time, with or without cause, by giving thirty (30) days' prior written notice indicating what date agreement is being terminated. All outstanding debts by either party must be paid in full by the termination date.

### **13. CONTINUATION DURING DISPUTES:**

District shall agree as a condition of any agreement, that notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of the agreement entered into, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

### **14. NOTICES:**

District shall address all notices relative to this Agreement to:

Wanda McKay  
Sr. Director of Regional Programs  
Communities In Schools Arizona  
333 East Virginia Avenue, Suite 208  
Phoenix, Arizona 85004



Communities  
In Schools

Arizona

## MEMORANDUM OF UNDERSTANDING

Phone: 602-252-5312

Email: wanda.mckay@cisarizona.org

CIS Arizona shall address all notices relative to this Agreement to:

Dr. Susie Cook

4650 West Sweetwater

Glendale, AZ 85304

Phone: 602-347-2602

Email: susie.cook@wesdschools.org

### 15. TERM OF AGREEMENT:

The term of this Agreement shall commence on September 1, 2012 or the date of full execution whichever date is later, and shall terminate on May 31, 2013. This Agreement is renewable at the end of initial term.

### 16. DISPUTE RESOLUTION:

Any controversy or dispute arising out of or relating to this Agreement shall be resolved by non-binding arbitration in Arizona, before a sole arbitrator. Notwithstanding the foregoing, in the event that a dispute arises, the parties will each provide an individual from senior management familiar with the Program to attempt resolution of the dispute before filing any Demand for Arbitration. Any arbitration proceeding will be governed by the rules and procedures of the American Arbitration Association ("AAA"). The arbitrator shall not be an officer, employee, director, or affiliate of either party or of its affiliates. If the parties are unable to agree on an arbitrator within thirty (30) calendar days of the filing of the Demand for Arbitration, an arbitrator shall be selected pursuant to the rules and procedures of the AAA. Either party may seek from any court interim or provisional relief that is necessary to protect the rights or property of that party, pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the controversy. Upon the request of either party, mediation shall be conducted prior to the arbitration pursuant to the Mediation Rules of the AAA. The prevailing party in any dispute resolution proceeding arising out of this Agreement shall be entitled to a recovery of all attorneys' fees and costs incurred in such proceeding if so ordered by a court of competent jurisdiction.

### 17. MISCELLANEOUS:

**17.1 ASSIGNMENT:** Neither party can assign its rights or obligations under this Agreement absent written consent from the other party.

**17.2 ENTIRE AGREEMENT:** This Agreement together with all Exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous representations understandings or agreements, whether written or oral, relating to the subject matter of this Agreement.

**17.3 SEVERABILITY:** Should an arbitrator or court of competent jurisdiction find any provision of this Agreement to be invalid or otherwise unenforceable, that provision shall be severed from the Agreement, with the remaining provisions to be enforced to the maximum extent allowed by law.

**17.4 WAIVER:** A waiver by either party of any right contained herein shall not constitute a future or continuing waiver of that right, or any other right.

**17.5 MODIFICATION:** The provisions of this Agreement may not be waived, amended or modified unless agreed to in writing by both parties.



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**17.6 FORCE MAJEURE:** Neither party shall be liable for any delays in performance resulting from circumstances or causes beyond its reasonable control, including without limitation, fire or other casualty, act of God, terrorism, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.

**17.7 GOVERNING LAW:** This Agreement shall be governed by, and performed in accordance with, the laws of the State of Arizona, without regard to its conflicts of law's provisions.

**17.8 SURVIVAL:** The following provisions shall, by their nature, survive any termination or expiration of this Agreement: 4, 6, 7, 8, 9, 16, 17, and 18.





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## MEMORANDUM OF AGREEMENT

### Entire Understanding

This Memorandum of Agreement sets forth the entire arrangement between the parties and supersedes all prior oral and written understandings, representations, and discussions between the parties respecting the subject matter of this agreement.

*All parties shall not discriminate against any applicant for service because of race, color, religion, sex, national origin, age, familial status, or physical/mental handicap.*

*All parties agree to comply with all state and federal laws, rules, regulations and executive orders, including, but not limited to, the confidentiality limitation imposed regarding student education records under the Family Educational Rights and Privacy.*

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Signature  
Dr. Susie Cook  
Superintendent

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Date

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Signature  
Laura Magruder, M.Ed.  
State Director/CEO, CIS Arizona

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Date

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Signature  
Wanda McKay  
Sr. Director of Regional Programs and Operations

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Date



## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is being entered into by and between Communities In Schools Arizona with its principal place of business at 333 East Virginia Avenue, Suite 208, Phoenix, Arizona 85004 (hereinafter referred to as "CIS Arizona") and Washington Elementary School District (hereinafter referred to as "District") located at 4650 West Sweetwater Glendale, AZ 85304 and is effective September 1<sup>st</sup>, 2012, upon execution by both parties. This Memorandum of Understanding shall hereinafter be referred to as "memorandum" or "memorandum of understanding".

In consideration of the mutual promises stated herein and other good and valuable consideration as may be involved, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to work together in support of the students and their families in the Washington ESD and, more specifically, to carry out the commitments stated below for each of the Parties. Communities In Schools believes that every child needs and deserves these "Five Basics":

1. A one-on-one relationship with a caring adult
2. A safe place to learn and grow
3. A healthy start and a healthy future
4. A marketable skill to use upon graduation
5. A chance to give back to peers and community

CIS Arizona programs are designed to provide students with at least one of these real basics through supportive guidance, academic intervention, educational enrichment, health/human services, and college/career readiness.

### **Purpose**

The purpose of this memorandum of understanding is to outline the scope of services that CIS Arizona will provide for Washington ESD and the responsibilities of the District. CIS Arizona coordinators shall maintain a presence and work cooperatively with the District to promote communication and shared leadership responsibility to assist students and families who participate in this program. Principal objectives for the relationship shall be to:

1. Promote and increase parent, family and community involvement and collaborations, thereby strengthening support for the schools and ultimately contributing to increased success for all students.
2. Coordinate the provision of holistic services in a school district setting to students and their families who are facing obstacles to academic and personal success through the utilization of the CIS Arizona "Community School" service model.
3. Services are planned and conducted to develop the capacity of schools to establish and maintain effective partnerships and effectively reduce barriers to student learning.

It is the intent of CIS Arizona to complement the District's commitment to school-based service provisions for students in need of services and their families, not to supplant existing school personnel who provide similar social services.

### **Term**

It is mutually agreed that CIS Arizona and Washington ESD will collaborate in the provision of services as described below during a period beginning September 1<sup>st</sup>, 2012 through May 31, 2013 under the following terms and conditions.

### **Fee**

Communities in Schools Arizona operates as a nonprofit under IRS Section 501(c)(3) Tax ID# 86-0776545. However, CISA and District enter into this agreement with the understanding that a coordinator shall be placed in the Royal Palm Middle School to coordinate site wide services for a base fee of \$15,000 to be paid upon submission of invoice to District from CISA. A breakdown of allocated funds may be requested from CISA at any time by District and submitted no later than 30 days after requested.

## MEMORANDUM OF UNDERSTANDING

### **Modifications**

This memorandum may be amended at any time by an agreement in writing executed by authorized representatives of Communities In Schools Arizona and the Washington ESD.

### **Services to Be Rendered**

#### ***Communities In Schools Arizona Responsibilities and Action Items:***

In order to provide the foundation for sustainable community-based partnerships with Washington ESD, CIS Arizona will:

1. Provide a site-based Community Resource Coordinator to serve as a point of contact for Royal Palm Middle School.
2. Collaborate with district parent liaison and district social worker to administer resources to families within the Washington ESD community.
3. In collaboration with the District leadership, and based on identified needs and available resources, develop and implement a family, parent, and volunteer program.
4. Work with district homeless staff to offer engaging programs with the goal of breaking down barriers and creating paths to success.
5. Develop and implement strategies for creating partnerships between schools, neighborhood organizations, social service agencies and community institutions in order to address district needs.
6. Strategize and explore potential large-scale and replicable opportunities to meet core needs of students and their families, with an emphasis on academic and arts enrichment and prevention education.
7. Research and identify potential service providers to meet identified needs within the district and guide the initial stages of those partnerships.
8. Strategize and explore potential large-scale and replicable opportunities to meet core needs of families, with an emphasis on academic and arts enrichment and prevention education.
9. Implement monthly parent meetings and "coffee talks" with the goal of engaging parents to become more active throughout the district.
10. Prepare and disseminate materials for students and families as needed throughout the District.
11. Act as a point of contact for CIS Arizona's Supplies 4 Students campaign.
12. Coordinate one of the national days of service in collaboration with the CIS state office and Washington ESD.
13. Complete any other assigned duties aligned with family and student engagement.
14. Maintains confidentiality of student and family information in accordance with FERPA guidelines.

#### ***Washington ESD Responsibilities and Action Items:***

In order to assist CIS Arizona in creating sustainable partnerships and programs to support the needs of students and eliminate the barriers to their success, Washington ESD will:

1. Participate in at least two site visits per year by CIS Arizona management.
2. Provide access to a workspace location – including a computer with internet access, dedicated email address, individual phone and copier access – on the campus for the appropriate delivery of programs and services. Access to the District's electronic information services (EIS) shall be subject to Policy IJNBD- Use of Technology Resources in Instruction and the EIS User Agreement found in Exhibit IJNDB-EB.
3. Agree to focus programming efforts within the CIS "Five Basics" (referenced in the overview).
4. Ensure that processes are in place to strategize and explore potential large-scale and replicable opportunities to meet core needs of students and their families, with an emphasis on academic and arts enrichment and prevention education.
5. Provide a point of contact at the District to serve as a liaison to CIS Arizona staff.
6. Ensure that the CIS Arizona staff coordinator responsibilities will not result in the displacement of employed workers or impair existing contracts for services.



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7. Provide timely and consistent communication regarding problems or issues in the effective delivery of the program or service.
8. Develop or utilize a district team to meet as needed with CIS Arizona staff for the purpose of planning and developing appropriate strategies for school programming, including needs assessment and annual objectives.
9. Include Community Resource Coordinator in district/school staff meetings/trainings, treating the assigned staff as a member of the district.
10. Provide CIS Arizona and/or CIS Arizona staff access to the principal, teachers and students in order to feature stories about the challenges facing our schools and highlight the ways the community can support improvement efforts. Student participation shall be subject to parent/guardian approval.
11. Administer volunteer requirements and guidelines in accordance with District Operational Procedures.
12. Provide access and assistance to appropriate data and information for program evaluation, including (but not limited to): distribution of approved surveys, as needed; student demographic information; information regarding district variances and mobility; Individual student data for participating students before, during, and after the provision or support services; aggregate student scores on national and state standardized tests; relevant access to district and site based data collection systems; access to any developed, purchased or utilized early warning system technology; access to all student baseline and program data outcome data, including attendance, grades, promotion and graduation; student and teacher access to technology and academic materials.
13. Assign an onsite supervisor for CIS Arizona staff coordinator to assist in evaluating performance and tracking progress of outlined goals.

## II. TERMS AND CONDITIONS

### 1. AMENDMENTS:

Any amendment to this Agreement shall be in writing, agreed to, and signed by both parties. District shall be required to give written notice to the designated CIS Arizona representative for non-material changes such as address changes, personnel changes, etc. but a formal amendment shall not be necessary.

### 2. NON-APPROPRIATIONS:

Each party recognizes that the performance by either party hereunder may be dependent upon the appropriation of funds to or by that party. Should either party fail to be appropriated or to appropriate the necessary funds that party may terminate as stated herein without further duty of obligation. Each party agrees to give notice to the other as soon as reasonably possible after the unavailability of said funds comes to the party's attention.

### 3. COMPLIANCE WITH APPLICABLE LAWS:

Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local governments whether or not specifically referenced herein. Specifically, the following apply:

**3.1 NON-DISCRIMINATION:** Unless exempt under Federal law, CIS Arizona and District shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. CIS Arizona and District shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment of qualified persons because of physical or mental disability. CIS Arizona and District shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

CIS Arizona and District shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, contract services on the basis of race, color, or national origin. CIS Arizona



## MEMORANDUM OF UNDERSTANDING

and District shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibits discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.

**3.2 DRUG-FREE WORKPLACE:** CIS ARIZONA and District agree to comply with the Drug-Free Workplace Act of 1988 (P.L. 100-690). This law requires contractors and subcontractors of federal funds to certify they will provide drug-free workplaces. This certification is a precondition to receiving a contract or grant.

**3.3 IMMIGRATION AND EMPLOYMENT LAWS:** CIS Arizona and District acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with IRCA and permit District inspection of personnel records to verify such compliance. CIS Arizona and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. §41-4401, compliance with all federal immigration laws and regulations that relate to their employees, as well as compliance with A.R.S. §23-214(A) which requires registration and participation with the E-Verify Program. CIS ARIZONA shall ensure that all school-based CIS Arizona Staff meet all state and federal requirements for working with students.

**3.4 SCRUTINIZED BUSINESS OPERATIONS:** CIS Arizona and District, and on behalf of any subcontracting party, certify, to the extent applicable under A.R.S. §§35-391 *et seq* and 35-393 *et seq*, that neither has "scrutinized" business operations in Sudan or Iran. CIS Arizona and District certify compliance with USA Patriot Act and other counterterrorism laws.

#### 4. LIMITATION OF LIABILITY:

Except for the indemnity obligations set forth below, neither party nor its principals, coordinators and employees shall be liable to the other party for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the Program hereunder for an amount in excess of the total amount of service payments made, or required to be made, by CIS Arizona under this Agreement. In no event shall either party, its principals, coordinators or employees be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

#### 5. LICENSES AND PERMITS:

District shall be responsible for obtaining any and all licenses and permits from the State of Arizona, any county or city therein, or any other government agency necessary for the Program.

#### 6. INDEMNIFICATION:

To the extent allowed by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party, its principals, coordinators and employees (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") brought against, incurred by or paid by such other party at any time, in any way arising out of or relating to this Agreement, except to the extent finally judicially determined to have resulted from the fault of the indemnified party. This indemnification provision shall apply regardless of the form or action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

The indemnifying party shall have the right to take over, settle, or defend all claims through counsel of the indemnifying party's choice and under its sole direction, except that the indemnifying party shall not take any action or agree to any settlement that would adversely affect the indemnified party without the indemnified party's written approval. The indemnified party must provide to the indemnifying party reasonable written notice of a



## MEMORANDUM OF UNDERSTANDING

claim or potential claim, shall make all defenses available to the indemnifying party and shall give the indemnifying party all assistance and authority, at the indemnifying party's reasonable request.

Each party shall provide evidence of liability insurance to the other party upon request. In addition, evidence of District's automobile insurance policy shall be provided for the operation of any District owned vehicles that may be used in connection with the Program. District shall provide evidence that Workers' Compensation Insurance is provided to District employees. Each party shall ensure that each of its subcontractor contracts that are specifically related to the Program includes coverage for the other party in the contract indemnification and insurance provisions.

### **7. RELATIONSHIP OF PARTIES/EMPLOYMENT DISCLAIMER:**

Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. In addition, the Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind.

### **8. OWNERSHIP:**

District recognizes that CIS Arizona is the owner of all right, title, and interest in and to all CIS Arizona trademarks, logos, and names ("CIS Arizona Property"). Any use of the CIS Arizona / CIS Arizona Property by District requires the written approval of CIS Arizona. CIS Arizona recognizes that District is the owner of all right, title, and interest in and to all District trademarks, logos, and names ("District Property"). Any use of the District Property by CIS Arizona requires the written approval of District.

District will be the owner of all right, title, and interest in and to all documents, concepts, ideas, methods, methodologies, procedures, software, processes, know-how, techniques, manuals, forms, and training materials created for or by District in connection with the operation of the Program (the "Deliverables"), including without limitation, all intellectual property rights therein. District hereby grants to CIS Arizona a royalty-free worldwide right and license to continue to use, copy, and sublicense, publish, display, and modify the Deliverables. In the event District ceases operations in the normal course of business or chooses not to renew this Agreement for the Program under the provisions of this Agreement, or in the event CIS Arizona terminates this Agreement due to a breach by District, District shall deliver to CIS Arizona a complete copy of all Deliverables and related materials for use solely in relation to the Program.

### **9. CONFIDENTIALITY:**

Each party is the owner of certain information that it deems to be confidential and proprietary in nature ("Confidential Information"). For purposes of this Paragraph 5, "Disclosing Party" shall refer to the party that discloses Confidential Information, and "Receiving Party" shall refer to the party that receives Confidential Information. Neither party will, during or subsequent to the term of this Agreement, directly or indirectly (a) use any of the Disclosing Party's Confidential Information for the benefit of anyone other than Disclosing Party, or (b) disclose any of the Disclosing Party's Confidential Information to anyone other than an employee, representative or agent of the Receiving Party, to whom disclosure of such Confidential Information is necessary for the purposes permitted under this Agreement and who is obligated by written contract to protect the confidentiality thereof in a manner no less stringent than provided herein. Confidential Information does not include information (a) known to Receiving Party at the time of disclosure to Receiving Party by Disclosing Party, (b) publicly known through no wrongful act of Receiving Party, (c) rightfully received by Receiving Party from a third party who is authorized to make such disclosure, or (d) independently developed by Receiving Party other than pursuant to this Agreement.



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The Receiving Party may disclose Confidential Information if required pursuant to applicable law, or under a government or court order; provided that (a) the obligations of confidentiality and non-use shall continue to the fullest extent not in conflict with such law or order, and (b) if and when Receiving Party is required to disclose Confidential Information pursuant to any law or order. Receiving Party shall promptly notify Disclosing Party and use reasonable best efforts to obtain a protective order or take other actions as shall prevent or limit, to the fullest extent possible, public access to, or disclosure of, such Confidential Information.

In the event this Agreement is terminated, Receiving Party shall cease use of the Confidential Information received from Disclosing Party and, upon Disclosing Party's written request, shall promptly destroy or return Confidential Information. In the event Disclosing Party requests destruction, Receiving Party shall provide written certification of the destruction within thirty (30) days of such request.

Because each party's obligations are personal and unique, and because the parties will have access to and become acquainted with each other's Confidential Information, each party agrees that its breach of this Agreement will result in irreparable harm to the other party. An injured party may enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that the injured party may have.

### **10. RECORDS:**

The District shall retain all data and other records relating to the acquisition and performance of this Agreement for a period of five years after the completion of the contract. All books and records shall be subject to inspection and audit by CIS Arizona at reasonable times, and where applicable, the State or Federal government, to the extent that the books and records relate to the performance of the contract. Upon request, the District shall produce a legible copy of any or all such records. CIS Arizona will maintain all data and records relating to the performance of this Agreement for a minimum period of two years after the completion of the contract.

### **11. CONFLICT OF INTEREST:**

District agrees that no coordinator, official, or employee of the District shall have any direct or indirect interest in the Agreement, nor shall participate in any decision relating to this Agreement which is prohibited by A.R.S. §38-501, et seq.

### **12. TERMINATION OF AGREEMENT:**

Should circumstances arise which necessitate termination of this Agreement, either party may terminate this Agreement at any time, with or without cause, by giving thirty (30) days' prior written notice indicating what date agreement is being terminated. All outstanding debts by either party must be paid in full by the termination date.

### **13. CONTINUATION DURING DISPUTES:**

District shall agree as a condition of any agreement, that notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of the agreement entered into, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

### **14. NOTICES:**

District shall address all notices relative to this Agreement to:

Wanda McKay  
Sr. Director of Regional Programs  
Communities In Schools Arizona  
333 East Virginia Avenue, Suite 208  
Phoenix, Arizona 85004



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Signature  
Dr. Susie Cook  
Superintendent

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Date

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Signature  
Laura Magruder, M.Ed.  
State Director/CEO, CIS Arizona

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Signature  
Wanda McKay  
Sr. Director of Regional Programs and Operations

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Date



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CIS Arizona programs are designed to provide students with at least one of these real basics through supportive guidance, academic intervention, educational enrichment, health/human services, and college/career readiness.

### **Purpose**

The purpose of this memorandum of understanding is to outline the scope of services that CIS Arizona will provide for Washington ESD and the responsibilities of the District. CIS Arizona coordinators shall maintain a presence and work cooperatively with the District to promote communication and shared leadership responsibility to assist students and families who participate in this program. Principal objectives for the relationship shall be to:

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### **Fee**

Communities in Schools Arizona operates as a nonprofit under IRS Section 501(c)(3) Tax ID# 86-0776545. However, CISA and District enter into this agreement with the understanding that a coordinator shall be placed in the Arizona Cardinals Preparatory Academy to coordinate site wide services for a base fee of \$15,000 to be paid upon submission of invoice to District from CISA. A breakdown of allocated funds may be requested from CISA at any time by District and submitted no later than 30 days after requested.



## MEMORANDUM OF UNDERSTANDING

### **Modifications**

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### **Services to Be Rendered**

#### ***Communities In Schools Arizona Responsibilities and Action Items:***

In order to provide the foundation for sustainable community-based partnerships with Washington ESD, CIS Arizona will:

1. Provide a site-based Community Resource Coordinator to serve as a point of contact for Arizona Cardinals Preparatory Academy.
2. Collaborate with district parent liaison and district social worker to administer resources to families within the Washington ESD community.
3. In collaboration with the District leadership, and based on identified needs and available resources, develop and implement a family, parent, and volunteer program.
4. Work with district homeless staff to offer engaging programs with the goal of breaking down barriers and creating paths to success.
5. Develop and implement strategies for creating partnerships between schools, neighborhood organizations, social service agencies and community institutions in order to address district needs.
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11. Act as a point of contact for CIS Arizona's Supplies 4 Students campaign.
12. Coordinate one of the national days of service in collaboration with the CIS state office and Washington ESD.
13. Complete any other assigned duties aligned with family and student engagement.
14. Maintains confidentiality of student and family information in accordance with FERPA guidelines.

#### ***Washington ESD Responsibilities and Action Items:***

In order to assist CIS Arizona in creating sustainable partnerships and programs to support the needs of students and eliminate the barriers to their success, Washington ESD will:

1. Participate in at least two site visits per year by CIS Arizona management.
2. Provide access to a workspace location – including a computer with internet access, dedicated email address, individual phone and copier access – on the campus for the appropriate delivery of programs and services. Access to the District's electronic information services (EIS) shall be subject to Policy IJNBD- Use of Technology Resources in Instruction and the EIS User Agreement found in Exhibit IJNDB-EB.
3. Agree to focus programming efforts within the CIS "Five Basics" (referenced in the overview).
4. Ensure that processes are in place to strategize and explore potential large-scale and replicable opportunities to meet core needs of students and their families, with an emphasis on academic and arts enrichment and prevention education.
5. Provide a point of contact at the District to serve as a liaison to CIS Arizona staff.
6. Ensure that the CIS Arizona staff coordinator responsibilities will not result in the displacement of employed workers or impair existing contracts for services.



## MEMORANDUM OF UNDERSTANDING

7. Provide timely and consistent communication regarding problems or issues in the effective delivery of the program or service.
8. Develop or utilize a district team to meet as needed with CIS Arizona staff for the purpose of planning and developing appropriate strategies for school programming, including needs assessment and annual objectives.
9. Include Community Resource Coordinator in district/school staff meetings/trainings, treating the assigned staff as a member of the district.
10. Provide CIS Arizona and/or CIS Arizona staff access to the principal, teachers and students in order to feature stories about the challenges facing our schools and highlight the ways the community can support improvement efforts. Student participation shall be subject to parent/guardian approval.
11. Administer volunteer requirements and guidelines in accordance with District Operational Procedures.
12. Provide access and assistance to appropriate data and information for program evaluation, including (but not limited to): distribution of approved surveys, as needed; student demographic information; information regarding district variances and mobility; Individual student data for participating students before, during, and after the provision or support services; aggregate student scores on national and state standardized tests; relevant access to district and site based data collection systems; access to any developed, purchased or utilized early warning system technology; access to all student baseline and program data outcome data, including attendance, grades, promotion and graduation; student and teacher access to technology and academic materials.
13. Assign an onsite supervisor for CIS Arizona staff coordinator to assist in evaluating performance and tracking progress of outlined goals.

## II. TERMS AND CONDITIONS

### 1. AMENDMENTS:

Any amendment to this Agreement shall be in writing, agreed to, and signed by both parties. District shall be required to give written notice to the designated CIS Arizona representative for non-material changes such as address changes, personnel changes, etc. but a formal amendment shall not be necessary.

### 2. NON-APPROPRIATIONS:

Each party recognizes that the performance by either party hereunder may be dependent upon the appropriation of funds to or by that party. Should either party fail to be appropriated or to appropriate the necessary funds that party may terminate as stated herein without further duty of obligation. Each party agrees to give notice to the other as soon as reasonably possible after the unavailability of said funds comes to the party's attention.

### 3. COMPLIANCE WITH APPLICABLE LAWS:

Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local governments whether or not specifically referenced herein. Specifically, the following apply:

**3.1 NON-DISCRIMINATION:** Unless exempt under Federal law, CIS Arizona and District shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. CIS Arizona and District shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment of qualified persons because of physical or mental disability. CIS Arizona and District shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

CIS Arizona and District shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, contract services on the basis of race, color, or national origin. CIS Arizona



## MEMORANDUM OF UNDERSTANDING

and District shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibits discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.

**3.2 DRUG-FREE WORKPLACE:** CIS ARIZONA and District agree to comply with the Drug-Free Workplace Act of 1988 (P.L. 100-690). This law requires contractors and subcontractors of federal funds to certify they will provide drug-free workplaces. This certification is a precondition to receiving a contract or grant.

**3.3 IMMIGRATION AND EMPLOYMENT LAWS:** CIS Arizona and District acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with IRCA and permit District inspection of personnel records to verify such compliance. CIS Arizona and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. §41-4401, compliance with all federal immigration laws and regulations that relate to their employees, as well as compliance with A.R.S. §23-214(A) which requires registration and participation with the E-Verify Program. CIS ARIZONA shall ensure that all school-based CIS Arizona Staff meet all state and federal requirements for working with students.

**3.4 SCRUTINIZED BUSINESS OPERATIONS:** CIS Arizona and District, and on behalf of any subcontracting party, certify, to the extent applicable under A.R.S. §§35-391 *et seq* and 35-393 *et seq*, that neither has "scrutinized" business operations in Sudan or Iran. CIS Arizona and District certify compliance with USA Patriot Act and other counterterrorism laws.

#### 4. LIMITATION OF LIABILITY:

Except for the indemnity obligations set forth below, neither party nor its principals, coordinators and employees shall be liable to the other party for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the Program hereunder for an amount in excess of the total amount of service payments made, or required to be made, by CIS Arizona under this Agreement. In no event shall either party, its principals, coordinators or employees be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

#### 5. LICENSES AND PERMITS:

District shall be responsible for obtaining any and all licenses and permits from the State of Arizona, any county or city therein, or any other government agency necessary for the Program.

#### 6. INDEMNIFICATION:

To the extent allowed by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party, its principals, coordinators and employees (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") brought against, incurred by or paid by such other party at any time, in any way arising out of or relating to this Agreement, except to the extent finally judicially determined to have resulted from the fault of the indemnified party. This indemnification provision shall apply regardless of the form or action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

The indemnifying party shall have the right to take over, settle, or defend all claims through counsel of the indemnifying party's choice and under its sole direction, except that the indemnifying party shall not take any action or agree to any settlement that would adversely affect the indemnified party without the indemnified party's written approval. The indemnified party must provide to the indemnifying party reasonable written notice of a



## MEMORANDUM OF UNDERSTANDING

claim or potential claim, shall make all defenses available to the indemnifying party and shall give the indemnifying party all assistance and authority, at the indemnifying party's reasonable request.

Each party shall provide evidence of liability insurance to the other party upon request. In addition, evidence of District's automobile insurance policy shall be provided for the operation of any District owned vehicles that may be used in connection with the Program. District shall provide evidence that Workers' Compensation Insurance is provided to District employees. Each party shall ensure that each of its subcontractor contracts that are specifically related to the Program includes coverage for the other party in the contract indemnification and insurance provisions.

### **7. RELATIONSHIP OF PARTIES/EMPLOYMENT DISCLAIMER:**

Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. In addition, the Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind.

### **8. OWNERSHIP:**

District recognizes that CIS Arizona is the owner of all right, title, and interest in and to all CIS Arizona trademarks, logos, and names ("CIS Arizona Property"). Any use of the CIS Arizona / CIS Arizona Property by District requires the written approval of CIS Arizona. CIS Arizona recognizes that District is the owner of all right, title, and interest in and to all District trademarks, logos, and names ("District Property"). Any use of the District Property by CIS Arizona requires the written approval of District.

District will be the owner of all right, title, and interest in and to all documents, concepts, ideas, methods, methodologies, procedures, software, processes, know-how, techniques, manuals, forms, and training materials created for or by District in connection with the operation of the Program (the "Deliverables"), including without limitation, all intellectual property rights therein. District hereby grants to CIS Arizona a royalty-free worldwide right and license to continue to use, copy, and sublicense, publish, display, and modify the Deliverables. In the event District ceases operations in the normal course of business or chooses not to renew this Agreement for the Program under the provisions of this Agreement, or in the event CIS Arizona terminates this Agreement due to a breach by District, District shall deliver to CIS Arizona a complete copy of all Deliverables and related materials for use solely in relation to the Program.

### **9. CONFIDENTIALITY:**

Each party is the owner of certain information that it deems to be confidential and proprietary in nature ("Confidential Information"). For purposes of this Paragraph 5, "Disclosing Party" shall refer to the party that discloses Confidential Information, and "Receiving Party" shall refer to the party that receives Confidential Information. Neither party will, during or subsequent to the term of this Agreement, directly or indirectly (a) use any of the Disclosing Party's Confidential Information for the benefit of anyone other than Disclosing Party, or (b) disclose any of the Disclosing Party's Confidential Information to anyone other than an employee, representative or agent of the Receiving Party, to whom disclosure of such Confidential Information is necessary for the purposes permitted under this Agreement and who is obligated by written contract to protect the confidentiality thereof in a manner no less stringent than provided herein. Confidential Information does not include information (a) known to Receiving Party at the time of disclosure to Receiving Party by Disclosing Party, (b) publicly known through no wrongful act of Receiving Party, (c) rightfully received by Receiving Party from a third party who is authorized to make such disclosure, or (d) independently developed by Receiving Party other than pursuant to this Agreement.



## MEMORANDUM OF UNDERSTANDING

The Receiving Party may disclose Confidential Information if required pursuant to applicable law, or under a government or court order; provided that (a) the obligations of confidentiality and non-use shall continue to the fullest extent not in conflict with such law or order, and (b) if and when Receiving Party is required to disclose Confidential Information pursuant to any law or order. Receiving Party shall promptly notify Disclosing Party and use reasonable best efforts to obtain a protective order or take other actions as shall prevent or limit, to the fullest extent possible, public access to, or disclosure of, such Confidential Information.

In the event this Agreement is terminated, Receiving Party shall cease use of the Confidential Information received from Disclosing Party and, upon Disclosing Party's written request, shall promptly destroy or return Confidential Information. In the event Disclosing Party requests destruction, Receiving Party shall provide written certification of the destruction within thirty (30) days of such request.

Because each party's obligations are personal and unique, and because the parties will have access to and become acquainted with each other's Confidential Information, each party agrees that its breach of this Agreement will result in irreparable harm to the other party. An injured party may enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that the injured party may have.

### **10. RECORDS:**

The District shall retain all data and other records relating to the acquisition and performance of this Agreement for a period of five years after the completion of the contract. All books and records shall be subject to inspection and audit by CIS Arizona at reasonable times, and where applicable, the State or Federal government, to the extent that the books and records relate to the performance of the contract. Upon request, the District shall produce a legible copy of any or all such records. CIS Arizona will maintain all data and records relating to the performance of this Agreement for a minimum period of two years after the completion of the contract.

### **11. CONFLICT OF INTEREST:**

District agrees that no coordinator, official, or employee of the District shall have any direct or indirect interest in the Agreement, nor shall participate in any decision relating to this Agreement which is prohibited by A.R.S. §38-501, et seq.

### **12. TERMINATION OF AGREEMENT:**

Should circumstances arise which necessitate termination of this Agreement, either party may terminate this Agreement at any time, with or without cause, by giving thirty (30) days' prior written notice indicating what date agreement is being terminated. All outstanding debts by either party must be paid in full by the termination date.

### **13. CONTINUATION DURING DISPUTES:**

District shall agree as a condition of any agreement, that notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of the agreement entered into, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

### **14. NOTICES:**

District shall address all notices relative to this Agreement to:

Wanda McKay  
Sr. Director of Regional Programs  
Communities In Schools Arizona  
333 East Virginia Avenue, Suite 208  
Phoenix, Arizona 85004





Communities  
In Schools

Arizona

## MEMORANDUM OF UNDERSTANDING

Phone: 602-252-5312

Email: wanda.mckay@cisarizona.org

CIS Arizona shall address all notices relative to this Agreement to:

Dr. Susie Cook

4650 West Sweetwater

Glendale, AZ 85304

Phone: 602-347-2602

Email: susie.cook@wesdschools.org

### 15. TERM OF AGREEMENT:

The term of this Agreement shall commence on September 1, 2012 or the date of full execution whichever date is later, and shall terminate on May 31, 2013. This Agreement is renewable at the end of initial term.

### 16. DISPUTE RESOLUTION:

Any controversy or dispute arising out of or relating to this Agreement shall be resolved by non-binding arbitration in Arizona, before a sole arbitrator. Notwithstanding the foregoing, in the event that a dispute arises, the parties will each provide an individual from senior management familiar with the Program to attempt resolution of the dispute before filing any Demand for Arbitration. Any arbitration proceeding will be governed by the rules and procedures of the American Arbitration Association ("AAA"). The arbitrator shall not be an officer, employee, director, or affiliate of either party or of its affiliates. If the parties are unable to agree on an arbitrator within thirty (30) calendar days of the filing of the Demand for Arbitration, an arbitrator shall be selected pursuant to the rules and procedures of the AAA. Either party may seek from any court interim or provisional relief that is necessary to protect the rights or property of that party, pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the controversy. Upon the request of either party, mediation shall be conducted prior to the arbitration pursuant to the Mediation Rules of the AAA. The prevailing party in any dispute resolution proceeding arising out of this Agreement shall be entitled to a recovery of all attorneys' fees and costs incurred in such proceeding if so ordered by a court of competent jurisdiction.

### 17. MISCELLANEOUS:

**17.1 ASSIGNMENT:** Neither party can assign its rights or obligations under this Agreement absent written consent from the other party.

**17.2 ENTIRE AGREEMENT:** This Agreement together with all Exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous representations understandings or agreements, whether written or oral, relating to the subject matter of this Agreement.

**17.3 SEVERABILITY:** Should an arbitrator or court of competent jurisdiction find any provision of this Agreement to be invalid or otherwise unenforceable, that provision shall be severed from the Agreement, with the remaining provisions to be enforced to the maximum extent allowed by law.

**17.4 WAIVER:** A waiver by either party of any right contained herein shall not constitute a future or continuing waiver of that right, or any other right.

**17.5 MODIFICATION:** The provisions of this Agreement may not be waived, amended or modified unless agreed to in writing by both parties.



Communities  
In Schools

Arizona

## MEMORANDUM OF UNDERSTANDING

**17.6 FORCE MAJEURE:** Neither party shall be liable for any delays in performance resulting from circumstances or causes beyond its reasonable control, including without limitation, fire or other casualty, act of God, terrorism, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.

**17.7 GOVERNING LAW:** This Agreement shall be governed by, and performed in accordance with, the laws of the State of Arizona, without regard to its conflicts of law's provisions.

**17.8 SURVIVAL:** The following provisions shall, by their nature, survive any termination or expiration of this Agreement: 4, 6, 7, 8, 9, 16, 17, and 18.



## MEMORANDUM OF AGREEMENT

### Entire Understanding

This Memorandum of Agreement sets forth the entire arrangement between the parties and supersedes all prior oral and written understandings, representations, and discussions between the parties respecting the subject matter of this agreement.

*All parties shall not discriminate against any applicant for service because of race, color, religion, sex, national origin, age, familial status, or physical/mental handicap.*

*All parties agree to comply with all state and federal laws, rules, regulations and executive orders, including, but not limited to, the confidentiality limitation imposed regarding student education records under the Family Educational Rights and Privacy.*

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Signature  
Dr. Susie Cook  
Superintendent

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Date

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Signature  
Laura Magruder, M.Ed.  
State Director/CEO, CIS Arizona

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Date

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Signature  
Wanda McKay  
Sr. Director of Regional Programs and Operations

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Date

# WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board           X           Action  
 FROM: Dr. Susan J. Cook, Superintendent                            Discussion  
                           Information  
 DATE: September 13, 2012           X           1st Reading

AGENDA ITEM: \*First Reading of Proposed Amended Board Policy DJG – Vendor/Contractor Relations

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; A.R.S. 15-808

## SUPPORTING DATA

Funding Source: N/A  
 Budgeted: N/A

In 2008, the Legislature enacted fingerprint clearance requirements for contractors, subcontractors or vendors that provide services on school property. At that time, revisions to Policy DJG – Vendor/Contractor Relations and Regulation DJG-R were adopted by the Governing Board to reflect the statutory obligations.

The Legislature has enacted further statutory revisions that define when a contractor, subcontractor or vendor, or any employee of a contractor, subcontractor or vendor, who is contracted to provide services on a regular basis is required to obtain a valid fingerprint clearance. The statutory changes also authorize governing boards to implement policies that exempt from the requirement to obtain a fingerprint clearance card a contractor, subcontractor, or vendor who has been determined is not likely to have independent access or unsupervised contact with students as part of their normal job duties while performing services to the school or to the School District.

Although the current Policy authorizes the Superintendent to establish regulations to implement the statute and policy, the proposed revisions more clearly delegate the authority to the Superintendent to develop uniform District criteria for making a determination of whether or not an exemption will be granted.

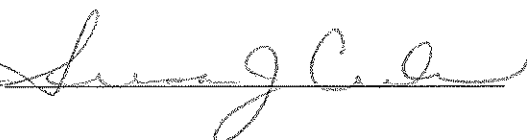
Also attached is Regulation DJG-R – Vendor/Contractor Relations that establishes the conditions under which the Superintendent may exempt a contractor, subcontractor or vendor, or any employee of a contractor, subcontractor or vendor from the fingerprint clearance requirements.

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 DJG – Vendor/Contractor Relations.

Superintendent



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

Agenda Item \*II.K.

## VENDOR / CONTRACTOR RELATIONS

### Fingerprinting Requirements

A contractor, subcontractor or vendor, or any employee of a contractor, subcontractor or vendor, who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to A.R.S. 41-1758 et seq. The Superintendent may exempt from the requirement to obtain a fingerprint clearance card a contractor, subcontractor, or vendor whom the Superintendent or principal has determined is not likely to have independent access or unsupervised contact with students as part of their normal job duties while performing services to the school or to the School District. The exemption shall be given in writing and a copy filed in the District office.

Charges for such fingerprint checks may be made as part of the contractual arrangement or to the contractor, subcontractor, vendor or individual employee as determined by the District.

The Superintendent shall develop uniform District criterion for making a determination of whether or not an exemption will be granted.

~~Each contractor, subcontractor or vendor, if required to provide services at least five (5) times during a month on school property, shall submit a full set of fingerprints to the school district of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. A fingerprint check shall be made in accord with A.R.S. 41-1750 and Public Law 92-544 of all contractors, subcontractors or vendors and their employees except those who are not likely to have direct unsupervised contact with students, as determined by the School District. Charges for such fingerprint checks may be made as a part of the contractual arrangement or to the contractor, subcontractor, vendor or individual employee as determined by the School District.~~

### Required Contract Provisions

Each District contract shall contain the provisions of statute paraphrased below and the Superintendent shall implement procedures to randomly verify the records of contractor and subcontractor employees to ensure compliance with these warranties.

The contract or agreement with each contractor shall contain the warranties indicated below:

- Each contractor shall warrant compliance with all federal immigration laws and regulations that relate to their employees and that they have verified employment eligibility of each employee through the E-Verify program. The contractor shall acknowledge that a breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of the contract.
- The contractor further acknowledges that the School District retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure compliance by the contractor or subcontractor.

The contractor shall facilitate this right by notice to his employees and supervisors. The Superintendent is authorized to establish regulations for the implementation of this policy.

*Adopted:* ~~October 9, 2008~~

LEGAL REF.:       A.R.S. 15-512  
                      A.R.S. 23-214  
                      ~~A.R.S. 38-511~~  
                      A.R.S. 41-1750 58 et seq.  
                      A.R.S. 41-4401  
                      Public Law 92-544

CROSS REF.: DBF – Budget Hearings and Reviews/Adoption Process  
                  DJE – Bidding/Purchasing Procedures  
                  DIC – Financial Reports and Statements

## REGULATION

## REGULATION

## VENDOR / CONTRACTOR RELATIONS

**Random Requests for I-9 Information  
To Verify Right to Work Status**

A District appointed contract liaison shall at random times request contractor and subcontractor employment records. Intermittently and without prior notice, the District appointed liaison to each contractor shall request from the individual contractor and subcontractor employees the information required on the I-9 form. Such information shall be used to verify the employee's right to work status and the contractor and subcontractor compliance with contract warranties. A report of the result of this inquiry shall be made to the Superintendent.

**Fingerprint Clearance Card Requirements  
and Exemptions**

**Each contractor, subcontractor or vendor or their employee(s), who is contracted to provide services on a regular basis and is likely to have independent access or unsupervised contact with pupils at an individual school is required to have a fingerprint clearance card pursuant to A.R.S. 41-1758 et seq.; an exemption may be made for a person who as part of his/her normal job duties is not likely to have independent access to or unsupervised contact with pupils. A roster of persons who will provide services that require a fingerprint clearance card under this policy will be provided to Purchasing/Business Services and to the contract administrator or designee prior to the commencement of work in the District. Provision of services on a regular basis includes, but is not limited to:**

- **Custodial services.**
- **Construction services.**
- **Installation of equipment.**
- **Services provided to students for District programs (e.g., enrichment programs, children with disabilities).**
- **Food service.**

**REGULATION****REGULATION****Criteria for Exemptions**

It will be assumed that a person will not be likely to have independent access to or unsupervised contact with pupils when:

- The person provides services on campus when all students have been dismissed from school and from after school programs, or on weekends and holidays when students are not present;
- The person provides services behind a construction fence during normal school hours and the person is being directly supervised by the contractor/vendor or his/her designee who has a valid fingerprint clearance card and has received security clearance from the District; or
- The person provides emergency services or inspections required of District facilities during normal school hours, is personally escorted or directly supervised by a District employee, and wears a vendor-issued id badge and/or uniform.

The Superintendent shall determine when an exemption should be provided, and shall make such determination in writing.

**Audits**

Administrators, or designees, who are responsible for supervising and/or coordinating contracting and vendor services will periodically conduct audits to ensure contractors, subcontractors or vendors, are in compliance with Policy DJG and Regulation DJG-R.



# WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board           X           Action  
 FROM: Dr. Susan J. Cook, Superintendent                            Discussion  
 DATE: September 13, 2012                            Information  
          X           1st Reading  
                           2<sup>nd</sup> Reading

AGENDA ITEM: \*Second Reading and Adoption of Proposed Amended Board Policy IHBHD – Online/Concurrent/Correspondence Courses

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; A.R.S. 15-808

## SUPPORTING DATA

Funding Source: N/A  
 Budgeted: N/A

On August 23, 2012, the Governing Board voted to approve the First Reading of proposed amended Policy IHBHD – Online/Concurrent/Correspondence Courses. The revisions are noted in the attached proposed amended Policy IHBHD – Online/Concurrent/Correspondence Courses.

During the First Reading, the Governing Board requested additional information about the provision of A.R.S. §15-808 that 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.” This provision was added to A.R.S. §15-808(B) by the Legislature in 2003, following a 2002 study by the State Board of Education and the Joint Legislative Budget Committee that found Technology Assisted Project Based Instruction Program (TAPBI) programs were not reporting standardized test data as stipulated in A.R.S. §15-741. Thus, annual academic progress could not be determined. The intent of the statute is to place responsibility on the online provider. As part of the Adequate Yearly Progress measure of the *No Child Left Behind Act of 2001*, ninety-five percent of all students were required to be tested on AIMS. This requirement is now included in Arizona’s A-F Grade calculations.

The statute includes the word “and”, which was questioned by the Governing Board. Subsequently, ASBA had substituted the word “or”. The revised policy now accurately reflects the statute.

The policy is now ready for final adoption.

## SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Second Reading and Adoption 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.L.

## 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  
 DATE: September 13, 2012                            Information  
 AGENDA ITEM: \*Second Reading and Adoption of Proposed Amended Policy IJNDB – Use of Technology                            1st Reading  
 Resources in Instruction           X           2<sup>nd</sup> Reading

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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

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## SUPPORTING DATA

Funding Source: N/A  
 Budgeted: N/A

On August 23, 2012, the Governing Board voted to approve the First Reading of proposed amended Policy IJNDB – Use of Technology Resources in Instruction. No additional revisions were requested. The Policy is now ready for final adoption. The revisions are noted in the attached proposed amended Policy IJNDB – Use of Technology Resources in Instruction.


Also attached is Regulation IJNDB-R.

These recommended changes have been reviewed by District Legal Counsel.

## SUMMARY AND RECOMMENDATION

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

Superintendent



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

Agenda Item \*I.L.M.

## 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 date 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           X           Action  
 FROM: Dr. Susan J. Cook, Superintendent                            Discussion  
 DATE: September 13, 2012                            Information  
 AGENDA ITEM: \*Second Reading and Adoption of Proposed Amended Board Policy JFAA – Admission of Resident Students                            1st Reading  
 INITIATED BY: D. Rex Shumway, Legal Counsel SUBMITTED BY: D. Rex Shumway, Legal Counsel                            2<sup>nd</sup> Reading  
 PRESENTER AT GOVERNING BOARD MEETING: D. Rex Shumway, Legal Counsel  
 GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BGF

## SUPPORTING DATA

Funding Source: N/A  
 Budgeted: N/A

On August 23, 2012, the Governing Board voted to approve the First Reading of proposed amended Policy JFAA – Admission of Resident Students. No additional revisions were requested. The Policy is now ready for final adoption. The revisions are noted in the attached proposed amended Policy JFAA – Admission of Resident Students.

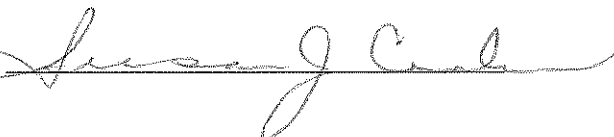
Also attached are new Exhibits JFAA-EA – Arizona Residency Documentation Form and JFAA-EB – Affidavit of Shared Residence. These Exhibits constitute the forms that are currently in use in the schools to document residency.

These recommended changes have been reviewed by District Legal Counsel.

## SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Second Reading and Adoption 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 \*I.L.N.

## 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: September 13, 2012  
AGENDA ITEM: 2013 Arizona School Boards Association (ASBA) Political Agenda: Governing Board  
Priorities  


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INITIATED BY: Governing Board SUBMITTED BY: Chris Maza, Governing Board  
President  


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PRESENTER AT GOVERNING BOARD MEETING: Chris Maza, Governing Board President  


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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

Governing Board members have been asked to select the ten legislative action proposals that are the most important for Arizona School Boards Association (ASBA) to pursue in any Legislative Session on Education. Washington Elementary School District Governing Board members have provided individual responses to the ASBA Legislative priorities. The complete list of ASBA's priorities are attached (**Attachment A**).

The following priority was marked by **four** Governing Board members as evidenced by **Attachment B**:

1. 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.

The following priorities were marked by **two** Governing Board members as evidenced by **Attachment B**:

2. Oppose legislation to require school districts to report or determine the immigration status of students.
3. Oppose any effort not initiated by local school districts, through their governing boards or voters, to consolidate or unify school districts.
4. Provide Governing Boards with flexibility in committing and prioritizing the use of education funds.
5. Oppose the various Taxpayer Bill of Rights (TABOR) legislation.

## SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board determine the legislative action priorities that will be submitted to ASBA on or before September 30, 2012.

Superintendent



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

Agenda Item III.A.

6. 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
7. Adequately fund English Language Learners.
8. Oppose any effort to divert Medicaid in Public Schools (MIPS) reimbursement dollars from school districts to the state general fund.
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. Reenact and fund voluntary, full-day kindergarten.

ASBA is asking the Governing Board to come to consensus as to the priorities so that they may be submitted by September 30, 2012.



## 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.
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- ☐ 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.

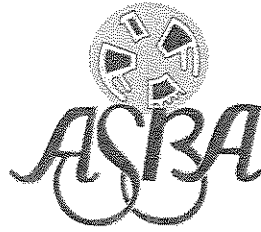
## **VII. FEDERAL CONCERNS**

- ☐ 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



## 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. **TL**
- ☒ 2. Increase mandatory school attendance requirements until graduation level competency has been reached or until 18 years of age. **AJ**
- ☐ 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. **BA**
- ☐ 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. **CG, CM**

## 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. **CM**
- ☒ 2. Oppose unfunded and burdensome legislative mandates. **CG**
- ☒ 3. Oppose any effort not initiated by local school districts, through their governing boards or voters, to consolidate or unify school districts. **CG, CM**
- ☒ 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. **TL**
- ☒ 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. **CG**
- ☐ 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. **AJ**
- ☐ 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. **BA, AJ**
- ☐ 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. **CG, AJ, TL, CM**
- ☐ 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. **CG**
- ☐ 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. **BA**
- ☐ 8. Accurately, consistently and fairly measures the academic performance of individual schools and the district as a whole.
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with the cost of implementation to be funded and provided to each district by the state.

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- ☒ 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. **AJ**
- ☒ 2. Oppose any measure that uses state monies to fund private schools including vouchers and empowerment accounts. **TL**
- ☐ 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. **AJ**
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- ☐ 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. **AJ**
- ☐ 9. Oppose efforts to permanently repeal the state equalization assistance rate.
- ☒ 10. Oppose the various Taxpayer Bill of Rights (TABOR) legislation. **CG, CM**

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- ☐ 12. Exempt public schools from municipal impact fees.
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- ☒ 25. Advocate for a freeze on STO private school tax credits, both individual and corporate, until school district payments are current. **CM**

## **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
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  - h. Equalization of performance incentive funding for districts across the state

### **BA, TL**

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  - 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.
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**BA**

- ☒ 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. **TL**
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- ☐ 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. **TL**

# WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board

FROM: Dr. Susan J. Cook, Superintendent

DATE: September 13, 2012

AGENDA ITEM: Truancy Update

INITIATED BY: John Shikany, Emergency Response Coordinator

SUBMITTED BY: Lyn Bailey, Assistant Superintendent of Administrative Services

PRESENTER AT GOVERNING BOARD MEETING: John Shikany, Emergency Response Coordinator

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA,JHB; ARS 15-802, 15-803

## SUPPORTING DATA

Funding Source: N/A  
Budgeted: N/A

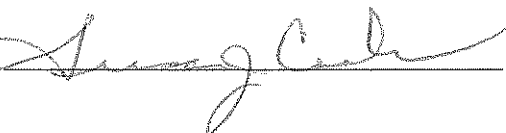
For the 2011-2012 school year, the third full year for the WESD Truancy Prevention Unit (TPU), the TPU targeted populations and areas of the District that have proven to have higher truancy rates. The number of truant students in these areas has shown an overall decrease of 25%. The TPU received 868 referrals and conducted over 1,013 home visits and/or school visits, talking with students and parents. The TPU issued 69 citations to 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> grade students who, by Arizona Revised Statute standards, were deemed habitually truant and failed to respond to intervention steps offered by the schools and the TPU. In addition, 77 parents were cited into City of Phoenix Municipal Court for failing to ensure their child between the age of 6 and 16 is in school, a class 3 misdemeanor under Arizona Revised Statute 15-802. Following the issuance of a truancy citation to a student or parent, 91% of students had fewer absences after their court appearances, and 7% of those students had perfect attendance following court appearances.

The Director of the Charging Bureau for the Prosecutors Office requested that we coordinate with a Prosecutor from their Community Bureau to coordinate a step that will take place between identification of a prosecutable case and arrest. In a joint effort among TPU, the Phoenix Police Department and the City of Phoenix Prosecutors Office, the Truancy Intervention Prevention Solutions (TIPS) program was implemented. TIPS is a pre-arrest meeting that is held with the TPU, police officer, prosecutor, WESD social services representative, school representative, parent and student. During this meeting the parent and student have the opportunity to identify the reasons for the truancy

## SUMMARY AND RECOMMENDATION

No action required.

Superintendent



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

Agenda Item IV.A.

problem. The parents and student are informed of State laws regarding truancy and are informed of the steps that will be followed once the decision has been made to prosecute. At this meeting, the TPU and WESD Social Service Department, as well as Phoenix Police and City of Phoenix Prosecutors Office representatives, offer resources within their areas of expertise to assist the family with any barriers that are preventing good school attendance.

During the 2011-2012 school year, eight TIPS meetings were held for parents and students at three different schools. Two of the parents were no-shows and were eventually cited into Phoenix City court where they were found guilty of a class 3 misdemeanor. In all other TIPS meetings, the parents were cooperative and attendance improved for the students.

In April 2012 the TPU was contacted by a Community Prosecutor in the Roosevelt School District area and requested a meeting to explain the truancy process to administrators for Roosevelt. In early May, the TPU met with the Roosevelt School District Superintendent and Administrator and explained the TPU unit and the process for working with the Phoenix Police and City of Phoenix Prosecutors Office to reduce the habitually truant population.

Washington Elementary School District  
2011/2012 School Truancy Report




Prepared by J. Shikany

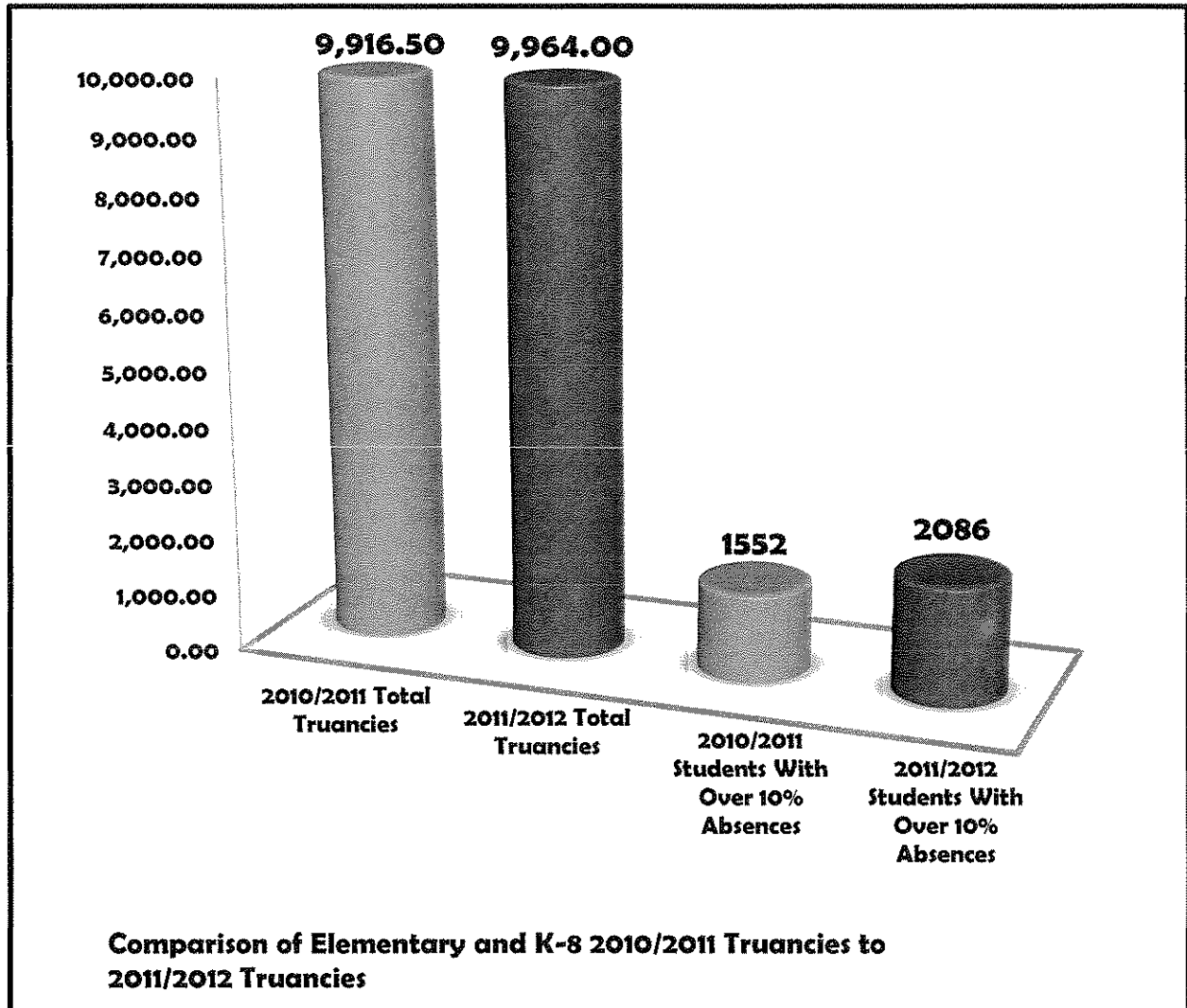


# Washington Elementary School District

## 2011/2012 School Truancy Report

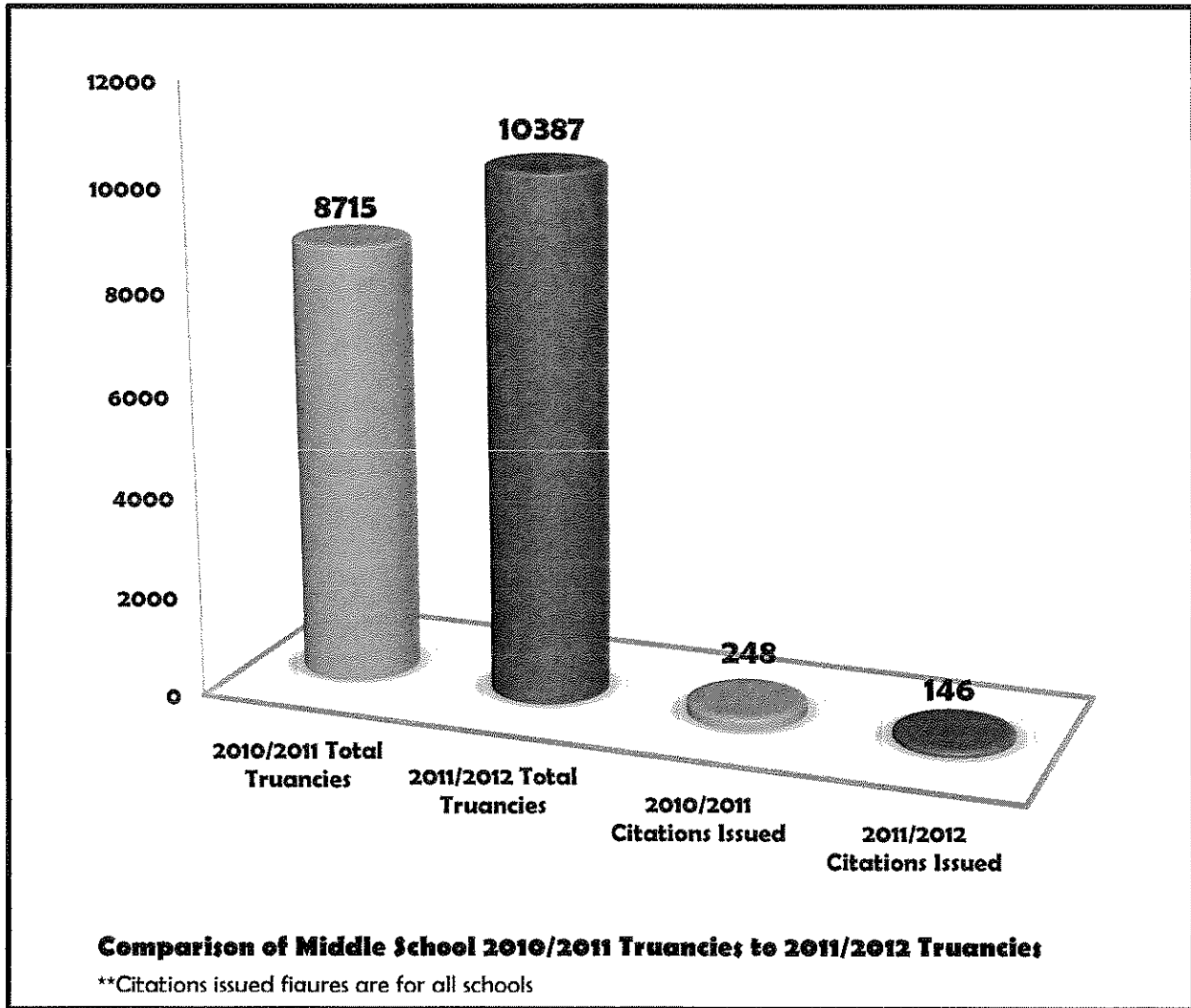
Students		Citations Issued
754		146
Referrals		Student
868		69
Home Visits		Parent
1013		77
Schools		Arrests
32		63

Washington Elementary School District  
2011/2012 School Truancy Report



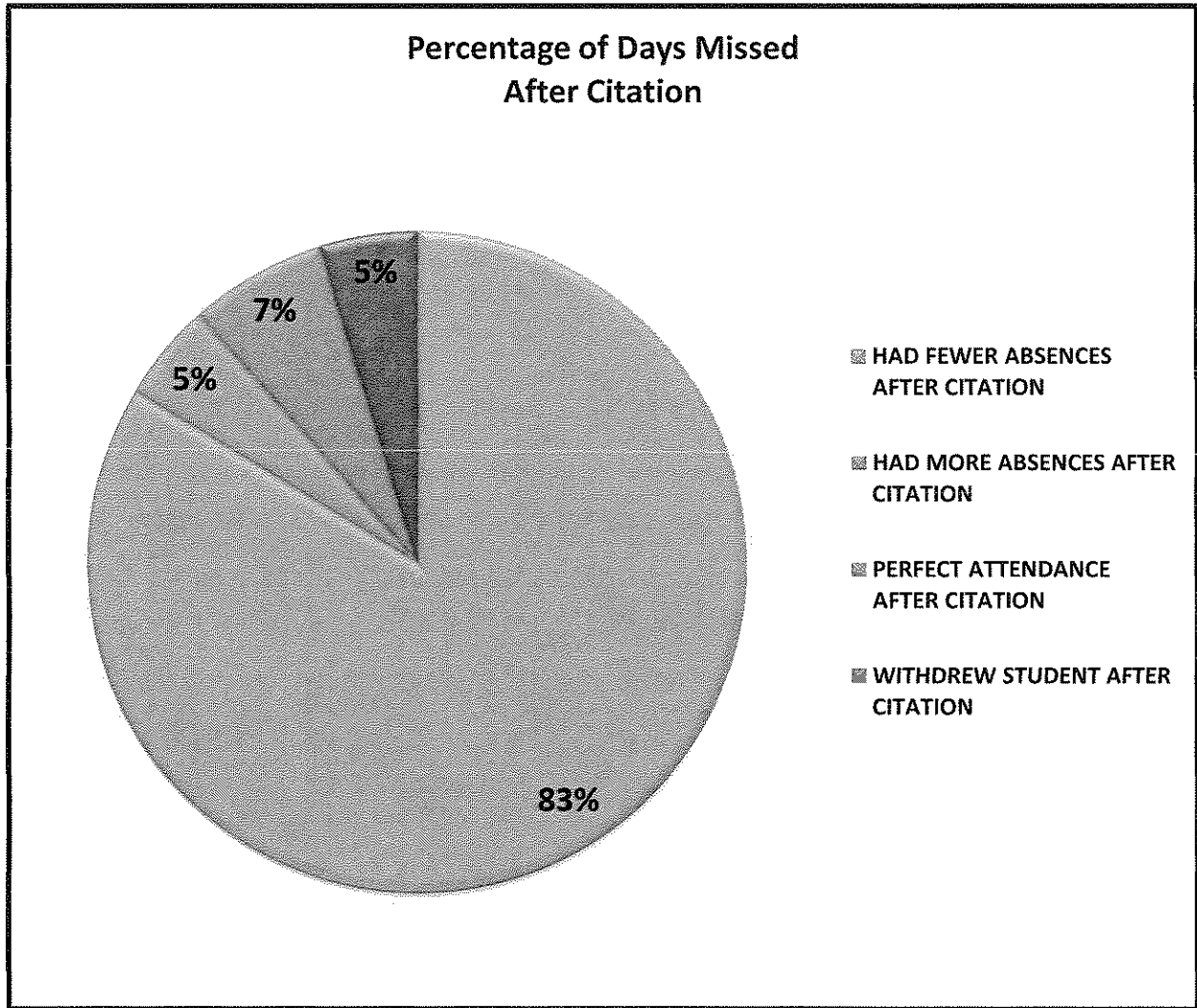
\* These figures indicate a 0.48% increase in total truancies in the 2010/2011 school year and a 25.6 % increase in the number of students with more than 18 absences.

Washington Elementary School District  
2011/2012 School Truancy Report



\* These figures indicate a 16.1% increase in total truancies during the 2011/2012 school year, and a 41.1% decrease in the number of citations issued during the 2010/2011 school year.

Washington Elementary School District  
2011/2012 School Truancy Report



**Note:** After parent citation 91% of students had fewer absences and 11 students had perfect attendance.

After student citation 80% of students had fewer absences but most continued to miss at almost the same rate as prior to citation, no students had perfect attendance.

**WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6**

TO:	Governing Board	<u>          </u>	Action
		<u>          X          </u>	Discussion
FROM:	Dr. Susan J. Cook, Superintendent	<u>          X          </u>	Information
		<u>                          </u>	1st Reading
DATE:	September 13, 2012		
AGENDA ITEM:	<u>Factual Information Regarding Proposition 204, the Quality Education and Jobs Act</u>		
INITIATED BY:	<u>Dr. Susan J. Cook, Superintendent</u>	SUBMITTED BY:	<u>Sue Snyder, Director of Organizational Development</u>
PRESENTER AT GOVERNING BOARD MEETING:	<u>Jill Hicks, Community Outreach Specialist</u>		
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:	<u>BBA</u>		

**SUPPORTING DATA**

Funding Source: N/A  
Budgeted: N/A

On November 6, 2012, Arizona voters will determine the outcome of Proposition 204, the Quality Education and Jobs Act. If approved, this citizens' ballot initiative will authorize permanent extension of the temporary one-cent state sales tax increase that voters endorsed through the passage of Proposition 100 in May 2010. Proceeds from Proposition 204 would fund education, infrastructure, and children's health and human services in Arizona.

Paperwork filed with the Arizona Secretary of State's office on March 18, 2010 included the following summary of the Quality Education and Jobs Act:

**The Quality Education and Jobs Act will strengthen Arizona's economy by equipping children to succeed in the classroom, ensuring an educated workforce and creating jobs. This act, which renews the one-cent sales tax, will provide dedicated funding linked to performance and accountability for students of all ages and prevent legislators from cutting K-12 funding. Scholarships will ensure that universities and community colleges remain affordable. Investment in vocational education will allow students to graduate ready to work. This act protects public safety by ensuring continued funding for DPS officers and creates jobs by funding road, rail, transit and other transportation projects.**

Considerable controversy has surrounded the Quality Education and Jobs Act since it was filed last March. *Attachment A* provides a brief historical overview of the related actions that ensued.

**SUMMARY AND RECOMMENDATION**

No action required.

Superintendent 

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

Agenda Item IV.B.

## Factual Information Regarding Proposition 204, the Quality Education and Jobs Act

September 13, 2012

Page 2

The following are some key points regarding Proposition 204:

- If approved, Proposition 204 will become effective on 6/1/2013. If the initiative is not successful, Arizona's state sales tax rate will revert from 6.6% back to 5.6% on that date.
- If Proposition 204 is approved, the funding that is generated must be spent in the manner designated by voters. Monies will not be deposited into the Legislature's general fund, as was the case with Proposition 100, nor will the Legislature have authority to redirect funds. Proposition 204 funding will be allocated as follows:
  - Eighty percent will be dedicated to education, including
    - K-12 school operations, which will help support requirements such as the Common Core State Standards Initiative, teacher and principal evaluation system reforms, school accountability and improvement, and student reading proficiency by the end of third grade;
    - scholarships for Arizona community college and university students;
    - GED programs;
    - career and technical education programs at both high school and community college levels;
    - Department of Education statewide accountability database system.
  - Twenty percent of revenues are earmarked for other statewide needs, including
    - KidsCare healthcare program for children of low-income families;
    - Family Stability grants for non-profit and state agencies to address child care needs, homelessness, family violence and hunger;
    - state infrastructure funds for road, transit and rail projects.
- If approved, Proposition 204 is expected to increase K-12 funding for Arizona's district and charter schools by a minimum of \$625 per student in the first year. For Washington Elementary School District, this increase would equate to over \$13 million in the first year.
- Proposition 204 prohibits the Arizona Legislature from making additional cuts to K-12 education funds or to other funding that benefits education. Additionally, it prevents the Legislature from reducing the amounts that districts can generate locally through override and bond initiatives.
- Additionally, Proposition 204 prohibits the Legislature from diverting funds from the Highway User Revenue Fund and the Vehicle License Tax, thereby enabling those monies to fund Department of Public Safety officers and transportation projects.

The complete text of the Quality Education and Jobs ballot measure is presented as **Attachment B**, and a more detailed, nonpartisan overview and analysis, prepared by ASU Morrison Institute for Public Policy, is included as **Attachment C**. Additionally, Community Outreach Specialist Jill Hicks will be present during the Governing Board meeting to respond to questions.

### Timeline of Events Relevant to Proposition 204

Date	Action
5/18/2010	Proposition 100, Arizona Sales Tax Increase, was passed by voters during a special election.
6/1/2010	Proposition 100 became effective, thereby increasing Arizona's state sales tax from 5.6 cents to 6.6 cents per dollar of taxable items purchased through 5/31/2013.
3/9/2012	The Quality Education and Jobs Initiative was filed with the Arizona Secretary of State's office.
6/25/2012	Members of the Quality Education and Jobs Initiative committee filed 19,071 petitions, along with a computer disc that contained a copy of the initiative, with the Arizona Secretary of State's office. The petitions included signatures of 290,849 registered voters.
6/26/2012	Arizona Secretary of State Ken Bennett disqualified the Quality Education and Jobs Initiative from inclusion on the November 6, 2012 ballot, stating that the "initiative lacks sufficient valid signature sheets to qualify for the ballot." His rejection was based on a discrepancy between the text of a paper version of the initiative and the text of the initiative that was attached to each petition. The electronic version of the text was identical to the petition's text; however, Secretary of State Bennett referred to the paper version as the "full and correct" version and he indicated that the discrepancy invalidated the signatures.
6/27/2012	Attorneys for the Quality and Education Jobs initiative filed a lawsuit in Maricopa County Superior Court that challenged Secretary of State Bennett's rejection of the signatures that would qualify the initiative for the November ballot.
7/18/2012	Maricopa County Superior Court Judge Robert Oberbillig overturned Secretary of State Bennett's rejection of the Quality Education and Jobs Initiative petitions, stating that the Secretary of State's action was unconstitutional and ruling that the measure be placed on the ballot in November.
7/23/2012	Secretary of State Bennett filed an appeal of the Superior Court's ruling with the Arizona Supreme Court.
8/14/2012	The Arizona Supreme Court upheld the Superior Court's ruling, stating that "Plaintiffs substantially complied with the statutory requirement that an application for an initiative serial number 'set [] forth...the text of the proposed law,' A.R.S. 19-111(A)"

# ***Attachment B***



1 OFFICIAL TITLE  
2 AN INITIATIVE MEASURE  
3

4 AMENDING SECTION 15-901.01, ARIZONA REVISED STATUTES; AMENDING TITLE 15,  
5 CHAPTER 9, ARTICLE 5, ARIZONA REVISED STATUTES, BY ADDING SECTIONS 15-981 AND 15-  
6 982; AMENDING SECTION 15-1472, ARIZONA REVISED STATUTES; AMENDING TITLE 15,  
7 CHAPTER 13, ARTICLE 2, ARIZONA REVISED STATUTES, BY ADDING SECTION 15-1642.01;  
8 AMENDING SECTIONS 28-5808 AND 28-6533, ARIZONA REVISED STATUTES; AMENDING TITLE  
9 28, ARIZONA REVISED STATUTES, BY ADDING CHAPTER 28; AMENDING SECTION 36-2995,  
10 ARIZONA REVISED STATUTES; AMENDING TITLE 41, CHAPTER 1, ARTICLE 1, ARIZONA  
11 REVISED STATUTES, BY ADDING SECTION 41-113; AMENDING SECTION 42-5010, ARIZONA  
12 REVISED STATUTES; AMENDING TITLE 42, CHAPTER 5, ARTICLE 1, ARIZONA REVISED  
13 STATUTES, BY ADDING SECTION 42-5029.02; AMENDING SECTION 42-5155, ARIZONA REVISED  
14 STATUTES; RELATING TO TAXATION.  
15

16 Be it enacted by the People of the State of Arizona:

17 Section 1. Section 15-901.01, Arizona Revised Statutes, is amended to read:

18 15-901.01. Inflation adjustments; prohibited funding reductions

19 A. If approved by the qualified electors voting at a statewide general election, for fiscal years  
20 2001-2002 through 2005-2006, the legislature shall increase the base level or other components of the  
21 revenue control limit by two per cent. For fiscal year 2006-2007 2013-2014 and each fiscal year thereafter,  
22 the legislature shall increase the base level ~~or~~ AND other components of the revenue control limit by a  
23 minimum growth rate of either two per cent or the change in the GDP price deflator, as defined in section  
24 41-563, from the second preceding calendar year to the calendar year immediately preceding the budget  
25 year, whichever is less, except that NEITHER the base level NOR THE AMOUNT APPROPRIATED FOR  
26 EQUALIZATION ASSISTANCE PURSUANT TO SECTION 15-971 shall ~~never~~ EVER be reduced below  
27 the base level established OR THE AMOUNT APPROPRIATED FOR EQUALIZATION ASSISTANCE for  
28 fiscal year 2001-2002 2011-2012 OR FISCAL YEAR 2012-2013, WHICHEVER IS GREATER.

29 B. IF APPROVED BY THE QUALIFIED ELECTORS VOTING AT A STATEWIDE GENERAL  
30 ELECTION, FOR FISCAL YEAR 2012-2013 AND EACH FISCAL YEAR THEREAFTER, THE BASE  
31 SUPPORT LEVEL PRESCRIBED IN SECTION 15-943, THE MAXIMUM INDEBTEDNESS ALLOWED  
32 FOR SCHOOL DISTRICT BONDS AND THE MAXIMUM ALLOWED FOR SCHOOL DISTRICT  
33 BUDGET OVERRIDES SHALL NOT BE REDUCED BELOW THAT AMOUNT ALLOWED BY LAW  
34 ON JANUARY 1, 2012.

35 Sec. 2. Title 15, chapter 9, article 5, Arizona Revised Statutes, is amended by adding sections 15-981  
36 and 15-982, to read:

37 15-981. Quality education and performance fund

38 A. THE QUALITY EDUCATION AND PERFORMANCE FUND IS ESTABLISHED  
39 CONSISTING OF MONIES DISTRIBUTED PURSUANT TO SECTION 42-5029.02. THE DEPARTMENT  
40 SHALL ADMINISTER THE FUND.

41 B. MONIES IN THE FUND SHALL BE DISTRIBUTED TO SCHOOL DISTRICTS AND  
42 CHARTER SCHOOLS BASED ON THE PERCENTAGE OF STATEWIDE UNWEIGHTED STUDENT  
43 COUNT SERVED BY EACH SCHOOL. FOR THE PURPOSES OF THIS SECTION, STUDENT COUNT  
44 SHALL HAVE THE MEANING PRESCRIBED IN SECTION 15-901, SUBSECTION A, PARAGRAPH 13,  
45 AND SHALL INCLUDE ANY NONRESIDENT PUPILS WHO ATTEND SCHOOL IN THE SCHOOL  
46 DISTRICT.

47 C. SCHOOL DISTRICTS AND CHARTER SCHOOLS RECEIVING MONIES PURSUANT TO  
48 THIS SECTION MAY USE THE MONIES FOR SCHOOL OPERATIONS, INCLUDING THE  
49 FOLLOWING:

50 1. TO ASSIST SCHOOL DISTRICTS AND CHARTER SCHOOLS TO COMPLY WITH  
51 INCREASED ASSESSMENT AND ACCOUNTABILITY REQUIREMENTS, INCLUDING STATE  
52 ACADEMIC STANDARDS SUCH AS THE COMMON CORE STATE STANDARDS INITIATIVE.

53 2. TO PROVIDE NEW TEACHER AND PRINCIPAL EVALUATION SYSTEMS THAT  
54 REQUIRE THIRTY-THREE TO FIFTY PER CENT OF A TEACHER'S OR PRINCIPAL'S  
55 EVALUATION TO BE BASED ON STUDENT ACADEMIC ACHIEVEMENT PURSUANT TO SECTION  
56 15-203, SUBSECTION A, PARAGRAPH 38.

1 3. TO PROVIDE FOR SCHOOL ACCOUNTABILITY AND FOR IMPROVEMENT PLANS FOR  
2 FAILING SCHOOLS PURSUANT TO SECTION 15-241.

3 4. TO IMPROVE READING PROFICIENCY OF PUPILS WITH READING DEFICIENCIES  
4 BEFORE THE END OF GRADE THREE UNDER SECTION 15-701.

5 5. TO IMPLEMENT THE BOARD EXAMINATION SYSTEM AND THE AWARD OF GRAND  
6 CANYON DIPLOMAS PURSUANT TO SECTIONS 15-792, 15-792.01, 15-792.02 AND 15-792.03.

7 15-982. Education accountability and improvement fund; statewide performance  
8 measurements

9 A. THE EDUCATION ACCOUNTABILITY AND IMPROVEMENT FUND IS ESTABLISHED  
10 CONSISTING OF MONIES DISTRIBUTED PURSUANT TO SECTION 42-5029.02. THE  
11 DEPARTMENT SHALL ADMINISTER THE FUND. BEGINNING IN FISCAL YEAR 2015-2016,  
12 MONIES IN THE FUND SHALL BE USED TO PROVIDE PERFORMANCE FUNDING TO SCHOOL  
13 DISTRICTS AND CHARTER SCHOOLS BASED ON THE ACTUAL PERFORMANCE OF SCHOOLS  
14 IN THIS STATE AND SHALL BE DISTRIBUTED ON A PER PUPIL BASIS. THE STATE BOARD OF  
15 EDUCATION SHALL ADOPT STATEWIDE PERFORMANCE MEASUREMENTS AND ANNUALLY  
16 ALLOCATE DISTRIBUTIONS BASED ON THE STATEWIDE OVERALL IMPROVEMENT IN THE  
17 PERFORMANCE MEASUREMENTS UNDER SUBSECTION B OF THIS SECTION. THE  
18 DEPARTMENT MAY RETAIN UP TO ONE MILLION DOLLARS, ADJUSTED ANNUALLY FOR  
19 INFLATION, OF THE MONIES IN THE FUND TO DEVELOP THE MEASURES AND ADMINISTER  
20 THE FUND. BEGINNING IN FISCAL YEAR 2017-2018, UNENCUMBERED MONIES THAT REMAIN  
21 IN THE FUND AT THE END OF THREE CONSECUTIVE FISCAL YEARS SHALL BE TRANSFERRED  
22 TO THE SCHOOL FACILITIES BOARD AND SHALL BE USED TO REDUCE PRINCIPAL ON  
23 OUTSTANDING DEBT UNLESS THE REDUCTION OF PRINCIPAL WOULD RESULT IN A  
24 PREPAYMENT PENALTY. IF NO OUTSTANDING DEBT EXISTS OR A PREPAYMENT PENALTY  
25 WOULD BE INCURRED, MONIES TRANSFERRED TO THE SCHOOL FACILITIES BOARD  
26 PURSUANT TO THIS SUBSECTION SHALL BE USED FOR THE CONSTRUCTION OR REPAIR OF  
27 SCHOOL BUILDINGS.

28 B. THE STATEWIDE PERFORMANCE MEASUREMENTS ADOPTED PURSUANT TO THIS  
29 SECTION SHALL CONSIST OF THE FOLLOWING MEASURES:

30 1. FIFTY PER CENT OF THE PERFORMANCE MEASUREMENTS SHALL CONSIST OF  
31 MEASURES OF ACADEMIC PROGRESS, INCLUDING THE STATEWIDE PERCENTAGE OF THIRD-  
32 GRADE STUDENTS MEETING STATE READING STANDARDS PRESCRIBED PURSUANT TO  
33 SECTION 15-701, STATEWIDE GRADUATION AND DROPOUT RATES AND STATEWIDE  
34 PERFORMANCE ON NATIONALLY ADMINISTERED NORM-REFERENCED ASSESSMENTS SUCH  
35 AS THE NATIONAL ASSESSMENT OF EDUCATIONAL PROGRESS AND NATIONALLY  
36 ADMINISTERED COLLEGE PLACEMENT AND ADMISSION EXAMINATIONS.

37 2. TWENTY-FIVE PER CENT OF THE PERFORMANCE MEASUREMENTS SHALL BE  
38 BASED ON MEASURES OF PARENTAL SATISFACTION.

39 3. TWENTY-FIVE PER CENT OF THE PERFORMANCE MEASUREMENTS SHALL BE  
40 BASED ON STUDENT ENGAGEMENT.

41 C. BEGINNING IN FISCAL YEAR 2013-2014, MONIES DISTRIBUTED PURSUANT TO THIS  
42 SECTION MAY BE USED, IN THE DEPARTMENT'S DISCRETION, TO TRAIN TEACHERS AND FOR  
43 TECHNOLOGY NECESSARY TO IMPLEMENT THE 2010 ACADEMIC STANDARDS AND THE  
44 NEWLY ALIGNED STATEWIDE ASSESSMENTS.

45 Sec. 3. Section 15-1472, Arizona Revised Statutes, is amended to read:

46 15-1472. Community college district workforce development accounts; reports

47 A. Each community college district, PROVISIONAL COMMUNITY COLLEGE DISTRICT AND  
48 INDIAN TRIBAL POSTSECONDARY EDUCATIONAL INSTITUTION shall establish a separate  
49 workforce development account to receive only tax revenues authorized pursuant to section 42-5029,  
50 subsection E, paragraph 3 AND SECTION 42-5029.02. Each community college AND PROVISIONAL  
51 COMMUNITY COLLEGE district board AND INDIAN TRIBAL POSTSECONDARY EDUCATIONAL  
52 INSTITUTION shall approve the expenditure of these monies in accordance with section 15-1461 and  
53 consistent with subsection B of this section.

54 B. Monies received pursuant to subsection A of this section shall be expended for workforce  
55 development and job training purposes. These expenditures may include:

56 1. Partnerships with businesses and educational institutions.

1           2. Additional faculty for improved and expanded classroom instruction and course offerings.  
2           3. Technology, equipment and technology infrastructure for advanced teaching and learning in  
3 classrooms or laboratories.  
4           4. Student services such as assessment, advisement and counseling for new and expanded job  
5 opportunities.  
6           5. The purchase, lease or lease-purchase of real property, for new construction, remodeling or  
7 repair of buildings or facilities on real property AND ACQUIRING, REMODELING OR REPAIRING  
8 MOBILE TEACHING FACILITIES.

9           C. The state treasurer shall transfer monies under this section into each district's OR  
10 INSTITUTION'S workforce development account by the fifteenth day of each month. The state treasurer  
11 shall also allocate and distribute any pooled interest earnings earned from revenues authorized in section  
12 42-5029, subsection E, paragraph 3 to each district in accordance with the method prescribed in subsection  
13 D, paragraph 2 of this section.

14           D. Revenues authorized for community college districts in section 42-5029, subsection E, paragraph  
15 3 shall be distributed by the state in the following manner:

16           1. For thirteen fiscal years beginning in fiscal year 2001-2002 the state treasurer shall allocate one  
17 million dollars per fiscal year for the purpose of bringing this state into compliance with the matching  
18 capital requirements prescribed in section 15-1463. The state treasurer shall distribute the monies  
19 authorized in this subsection to each district in the order in which each campus qualified for funding  
20 pursuant to section 15-1463.

21           2. After the monies have been paid each year to the eligible districts pursuant to paragraph 1 of this  
22 subsection, the state treasurer shall distribute monies from the workforce development fund to each  
23 community college district in the following manner:

24           (a) Each district shall receive the sum of two hundred thousand dollars.

25           (b) After each district has received the payments prescribed in subdivision (a), the remainder of  
26 monies in the fund shall be distributed to each district according to each district's full-time equivalent  
27 student enrollment percentage of the total statewide audited full-time equivalent student enrollment in the  
28 preceding fiscal year prescribed in section 15-1466.01. For the purposes of this subdivision, the full-time  
29 equivalent student enrollment of a provisional community college district shall be added to the full-time  
30 equivalent student enrollment of the community college district that contracts with the provisional  
31 community college district pursuant to section 15-1409, subsection A, and that portion of the monies  
32 distributed under this subdivision to that community college district shall be used to provide services to  
33 students enrolled in that provisional community college district as approved by the provisional community  
34 college district's governing board as part of the annual budget process pursuant to section 15-1461. The  
35 percentage distribution under this subdivision shall be adjusted annually on October 1 of each year. For the  
36 purposes of this subdivision, the following distribution procedures apply:

37           (i) If a community college district established pursuant to section 15-1402.01 contracts with another  
38 community college district pursuant to section 15-1402.01, subsection B, the full-time equivalent student  
39 enrollment of that district shall be added to the full-time equivalent student enrollment of the other  
40 community college district that contracts with that district pursuant to section 15-1402.01, subsection B, and  
41 that portion of the monies distributed under this subdivision to the other community college district shall be  
42 used to provide services to students enrolled in the community college district established pursuant to section  
43 15-1402.01 as approved by that district's governing board as part of the annual budget process pursuant to  
44 section 15-1461.

45           (ii) If a community college district established pursuant to section 15-1402.01 is no longer required  
46 to contract with another community college district pursuant to section 15-1402.01, subsection B, that  
47 community college district shall receive monies as provided in this subdivision according to its full-time  
48 equivalent student enrollment.

49           E. Revenues received by community college districts AND INDIAN TRIBAL POSTSECONDARY  
50 EDUCATIONAL INSTITUTIONS shall not be used by the legislature to supplant or reduce any state aid  
51 authorized in this chapter or supplant any proceeds from the sale of bonds authorized in this article and  
52 article 5 of this chapter.

53           F. Monies received under this section shall not be considered to be local revenues for purposes of  
54 article IX, section 21, Constitution of Arizona.

55           G. Each community college district or community college that is owned, operated or chartered by a  
56 qualifying Indian tribe on its own Indian reservation shall submit a report once every two years of its

workforce development plan activities and the expenditures authorized in this section to the governor, president of the senate, speaker of the house of representatives, joint legislative budget committee and department of commerce by December 1 of every even-numbered year. The report shall include the purpose and goals for which the workforce development monies were expended by each district or community college together with a general accounting of the expenditures authorized in subsection B of this section. A copy of the final report shall also be provided to the secretary of state. For the purposes of this subsection, "qualifying Indian tribe" has the same meaning prescribed in section 42-5031.01.

Sec. 4. Title 15, chapter 13, article 2, Arizona Revised Statutes, is amended by adding section 15-1642.01, to read:

15-1642.01. University scholarship, operations and infrastructure fund; student scholarships; university operating and infrastructure expenses

A. THE ARIZONA BOARD OF REGENTS SHALL ESTABLISH THE UNIVERSITY SCHOLARSHIP, OPERATIONS AND INFRASTRUCTURE FUND FOR THE PURPOSES OF PROVIDING SCHOLARSHIPS TO STUDENTS AND MONIES TO THE THREE STATE UNIVERSITIES FOR OPERATING AND INFRASTRUCTURE EXPENSES. THE FUND CONSISTS OF MONIES TRANSFERRED TO THE FUND PURSUANT TO SECTION 42-5029.02.

B. THE BOARD SHALL ADOPT RULES TO GOVERN THE ADMINISTRATION OF THE UNIVERSITY SCHOLARSHIP, OPERATIONS AND INFRASTRUCTURE FUND. THE BOARD SHALL ALLOCATE AN AMOUNT NOT LESS THAN FIFTY PER CENT NOR MORE THAN SIXTY PER CENT OF THE MONIES RECEIVED BY THE FUND EACH YEAR TO PROVIDE SCHOLARSHIPS TO RESIDENT STUDENTS BASED ON FINANCIAL NEED OR ACADEMIC ACHIEVEMENT. THIS AMOUNT SHALL BE IN ADDITION TO ANY AMOUNT OF FINANCIAL AID THAT IS AWARDED BY THE UNIVERSITIES PURSUANT TO ANY BOARD-ESTABLISHED TUITION SET-ASIDE PROGRAM. THE REMAINING MONIES SHALL BE ALLOCATED BASED ON PERFORMANCE IN MEETING GOALS SET BY THE BOARD.

C. THE LEGISLATURE SHALL NOT REDUCE FUTURE STATE GENERAL FUND APPROPRIATIONS FOR EACH OF THE THREE UNIVERSITIES BELOW THE GREATER OF THE AMOUNT APPROPRIATED IN FISCAL YEARS 2011-2012 OR 2012-2013.

Sec. 5. Section 28-5808, Arizona Revised Statutes, is amended to read:

28-5808. Vehicle license tax distribution

A. ~~Except as provided in subsection D of this section,~~ The director shall distribute monies collected by the director pursuant to section 28-5801, except monies deposited in the state general fund, on the first and fifteenth calendar day of each month as follows:

1. On the first calendar day, the director shall deposit, pursuant to sections 35-146 and 35-147, all of the Arizona highway user revenue fund monies received from the first through the fifteenth calendar day of the preceding month in the Arizona highway user revenue fund, except that on the first calendar day the director shall deposit, pursuant to sections 35-146 and 35-147, in the parity compensation fund established by section 41-1720, 1.51 per cent of the portion of vehicle license tax revenues that otherwise would be deposited in the state highway fund from the first through the fifteenth calendar day of the preceding month.

2. On the fifteenth calendar day, the director shall deposit, pursuant to sections 35-146 and 35-147, all of the Arizona highway user revenue fund monies received from the sixteenth through the last day of the preceding month in the Arizona highway user revenue fund, except that on the fifteenth calendar day, the director shall deposit, pursuant to sections 35-146 and 35-147, in the parity compensation fund established by section 41-1720, 1.51 per cent of the portion of vehicle license tax revenues that otherwise would be deposited in the state highway fund from the sixteenth through the last day of the preceding month. On the fifteenth calendar day, the director shall distribute or deposit all other monies received during the entire preceding month as follows:

(a) The county general fund monies to the county general fund.

(b) The county transportation monies to the state treasurer to be apportioned among the counties for any purposes related to transportation, as determined by the board of supervisors, on the basis that the population of the unincorporated area of each county bears to the population of the unincorporated areas of all counties in this state.

(c) The incorporated cities and towns monies to the incorporated cities and towns of the county in proportion to the population of each.

1           3. The deposit of the monies in the parity compensation fund pursuant to paragraphs 1 and 2 of this  
2 subsection shall not impact the distribution of vehicle license tax revenues to the state general fund and to  
3 cities, towns and counties pursuant to this section.

4           B. The director shall distribute monies collected by the director pursuant to sections 28-5804,  
5 28-5805, 28-5806 and 28-5810, except monies deposited in the state general fund, on the first and fifteenth  
6 calendar day of each month as follows:

7           1. On the first calendar day, the director shall deposit, pursuant to sections 35-146 and 35-147,  
8 37.61 per cent of all monies received from the first through the fifteenth calendar day of the preceding  
9 month in the highway user revenue fund.

10          2. On the fifteenth calendar day, the director shall deposit, pursuant to sections 35-146 and 35-147,  
11 37.61 per cent of all monies received from the sixteenth through the last day of the preceding month in the  
12 highway user revenue fund and distribute or deposit the following amounts as a percentage of all monies  
13 received pursuant to sections 28-5804, 28-5805, 28-5806 and 28-5810 during the entire preceding month as  
14 follows:

15           (a) 20.45 per cent to the county general fund.

16           (b) 4.91 per cent to the state treasurer to be apportioned among the counties for any purposes  
17 related to transportation, as determined by the board of supervisors, on the basis that the population of the  
18 unincorporated area of each county bears to the population of the unincorporated areas of all counties in  
19 this state.

20           (c) 20.45 per cent to the incorporated cities and towns of the county in proportion to the population  
21 of each.

22           (d) 1.64 per cent, pursuant to sections 35-146 and 35-147, in the state highway fund established by  
23 section 28-6991.

24           (e) 4.09 per cent in the state highway fund established by section 28-6991.

25           (f) 10.85 per cent, pursuant to sections 35-146 and 35-147, in the state general fund to aid school  
26 financial assistance.

27          C. For purposes of this section the population of a county, city or town shall be determined as  
28 provided by section 28-6532 or 42-5033.01. If an incorporated city or town has had no federal enumeration  
29 of population, the supervisors shall both:

30           1. Appoint a qualified person to take an accurate census of the incorporated city or town.

31           2. Certify the results to the county treasurer, and the incorporated city or town shall share in the  
32 distribution as provided by this section.

33          ~~D. On the fifteenth calendar day of each month, the director shall transfer to the state general fund~~  
34 ~~from the portion of vehicle license tax revenues that otherwise would be deposited in the state highway fund~~  
35 ~~pursuant to section 28-6538, subsection A, paragraph 1 the following amounts:~~

36           ~~1. An amount equal to ninety per cent of the fees collected pursuant to section 28-4802, subsection A~~  
37 ~~in the preceding month.~~

38           ~~2. An amount equal to sixty per cent of the fees collected pursuant to section 28-4802, subsection B~~  
39 ~~in the preceding month.~~

40          ~~E. On the fifteenth calendar day of each month, the director shall transfer to the state general fund~~  
41 ~~from the portion of vehicle license tax revenues that otherwise would be deposited in the state highway fund~~  
42 ~~pursuant to section 28-6538, subsection A, paragraph 1 the difference between the actual amount of the~~  
43 ~~vehicle license tax revenue collected as a result of registration of vehicles pursuant to section 28-2159 in the~~  
44 ~~preceding month for a five-year registration period and the amount that would have been collected if those~~  
45 ~~same vehicles had been registered for a two-year vehicle registration period.~~

46          D. NOTWITHSTANDING ANY OTHER LAW, VEHICLE LICENSE TAX MONIES SHALL BE  
47 DEPOSITED AND DISTRIBUTED PURSUANT TO THIS SECTION. VEHICLE LICENSE TAX  
48 MONIES SHALL NOT BE SUBJECT TO REVERSION, FUND SWEEP OR TRANSFER TO ANY  
49 OTHER FUND BY THE LEGISLATURE.

**Sec. 6. Section 28-6533, Arizona Revised Statutes, is amended to read:**

**28-6533. Arizona highway user revenue fund**

A. The officer collecting all highway user revenues, as defined in section 28-6501 and in article IX, section 14, Constitution of Arizona, and all fees, penalties and fines collected under sections 28-1101, 28-1103, 28-1105 and 28-1521 shall transfer the revenues to the department. After the deduction of all exemptions and refunds and after taking actions required under subsection C of this section, the department shall immediately deposit, pursuant to sections 35-146 and 35-147, the revenues in a fund designated as the Arizona highway user revenue fund.

B. The revenues in the Arizona highway user revenue fund shall only be spent for the purposes prescribed in article IX, section 14, Constitution of Arizona. Counties and incorporated cities and towns shall not spend highway user revenue fund monies distributed to them pursuant to this article for enforcement of traffic laws or administration of traffic safety programs. If the auditor general reports to the state treasurer after conducting a performance audit pursuant to section 41-1279.03, subsection A, paragraph 7 that a jurisdiction has not used revenues as required by this subsection, the state treasurer shall withhold the noncomplying jurisdiction's revenues until the noncomplying jurisdiction presents evidence that is satisfactory to the auditor general and that shows that the jurisdiction has spent monies for purposes prescribed in this subsection from another general revenue source equal to the amount of the revenues diverted from the uses prescribed in this subsection.

C. If there is any default, the department shall deduct all amounts required by law or any resolution authorizing the issuance of bonds of the board to be placed in the principal funds, interest funds, reserve funds or sinking funds or any other funds established to service bonds issued or to be issued by the board before the revenues are deposited in the Arizona highway user revenue fund.

**D. NOTWITHSTANDING ANY OTHER LAW, MONIES IN THE ARIZONA HIGHWAY USER REVENUE FUND ARE NOT SUBJECT TO REVERSION, FUND SWEEP OR TRANSFER TO ANY OTHER FUND BY THE LEGISLATURE, BUT THE MONIES MAY BE USED TO FUND THE HIGHWAY PATROL DIVISION.**

**Sec. 7. Title 28, Arizona Revised Statutes, is amended by adding chapter 28, to read:**

## CHAPTER 28

## STATE INFRASTRUCTURE FUNDING

## ARTICLE 1. ADDITIONAL FUNDING FOR STATE INFRASTRUCTURE

**28-9301. State infrastructure fund**

**A. THE STATE INFRASTRUCTURE FUND IS ESTABLISHED CONSISTING OF LEGISLATIVE APPROPRIATIONS, FEDERAL MONIES, PRIVATE GRANTS, GIFTS, CONTRIBUTIONS, DEVISES AND MONIES DEPOSITED IN THE FUND PURSUANT TO SECTION 42-5029.02. MONIES IN THE FUND ARE CONTINUOUSLY APPROPRIATED TO THE DEPARTMENT FOR THE PURPOSES PRESCRIBED IN THIS SECTION AND ARE EXEMPT FROM THE PROVISIONS OF SECTION 35-190 RELATING TO LAPSING OF APPROPRIATIONS.**

**B. THE DIRECTOR SHALL ADMINISTER THE FUND AND, WITH THE APPROVAL OF THE TRANSPORTATION BOARD, SHALL USE AND DISTRIBUTE THE MONIES IN THE FUND SOLELY FOR THE PURPOSES SET FORTH IN THIS SECTION. NOTWITHSTANDING ANY OTHER LAW, MONIES HELD IN THE FUND AND ANY INTEREST THAT IS CREDITED TO THE FUND SHALL NOT BE SUBJECT TO REVERSION, FUND SWEEP OR TRANSFER BY THE LEGISLATURE. ON NOTICE FROM THE DIRECTOR, THE STATE TREASURER SHALL INVEST AND DIVEST MONIES IN THE FUND AS PROVIDED IN SECTION 35-313, AND MONIES EARNED FROM INVESTMENT SHALL BE CREDITED TO THE FUND.**

**C. FUND MONIES MAY BE USED FOR ANY OF THE FOLLOWING:**

**1. THE COSTS ASSOCIATED WITH THE PLANNING, DESIGNING, ENGINEERING, CONSTRUCTING, IMPROVING, FINANCING OR MAINTAINING OF THE FOLLOWING:**

**(a) STATE HIGHWAYS, REST STOPS, STATE ROUTES AND INTERSTATE HIGHWAYS.**

(b) STREETS, BRIDGES, ROADWAYS AND PARKING FACILITIES, INCLUDING ALL AREAS FOR VEHICULAR USE FOR TRAVEL, INGRESS, EGRESS AND PARKING.

(c) PUBLIC TRANSPORTATION AND PASSENGER RAIL SYSTEMS.

(d) AREAS FOR PEDESTRIAN, BICYCLE OR OTHER NONMOTOR VEHICLE USE FOR TRAVEL, INGRESS, EGRESS AND PARKING.

1 (e) LANDSCAPING FOR STREETS OR HIGHWAYS, INCLUDING EARTHWORKS,  
2 STRUCTURES, LAKES AND OTHER WATER FEATURES, PLANTS, TREES AND RELATED WATER  
3 DELIVERY SYSTEMS.

4 (f) BUILDINGS AND FACILITIES.

5 (g) LIGHTING SYSTEMS, COMMUNICATIONS FACILITIES, ENERGY CONSERVATION  
6 SYSTEMS AND OTHER SYSTEMS THAT ENHANCE PUBLIC SAFETY.

7 (h) TRAFFIC CONTROL SYSTEMS AND DEVICES, INCLUDING SIGNALS, CONTROLS,  
8 MARKINGS AND SIGNAGE.

9 (i) LAND CLEARANCE ACTIVITIES, DEMOLITION OF PUBLIC AND PRIVATE BUILDINGS  
10 AND FACILITIES AND ENVIRONMENTAL REMEDIATION.

11 (j) EQUIPMENT, VEHICLES, FURNISHINGS AND OTHER PERSONNEL RELATED TO THE  
12 ITEMS LISTED IN THIS PARAGRAPH.

13 2. TO ACCELERATE STATE HIGHWAYS, STATE ROUTES AND INTERSTATE  
14 IMPROVEMENT PROJECTS.

15 3. TO MAKE PAYMENTS IN CONNECTION WITH PUBLIC-PRIVATE PARTNERSHIPS  
16 RELATING TO TRANSPORTATION PROJECTS.

17 4. TO PAY FOR OTHER INCIDENTAL COSTS ASSOCIATED WITH HIGHWAY PROJECTS.

18 5. TO FUND ENVIRONMENTALLY SENSITIVE DESIGNS.

19 6. TO FUND WILDLIFE IMPROVEMENT PROJECTS THAT ARE DISRUPTED BY  
20 TRANSPORTATION PROJECTS.

21 7. TO PAY THE PRINCIPAL, INTEREST AND PREMIUM ON BONDS AND OTHER  
22 FINANCIAL OBLIGATIONS FOR TRANSPORTATION PROJECTS, INCLUDING COSTS OF  
23 ISSUANCE. 28-9302. Additional bonding authority

24 IN ADDITION TO ANY OTHER AUTHORITY FOR THE ISSUANCE OF BONDS UNDER THIS  
25 TITLE, THE DIRECTOR, WITH THE APPROVAL OF THE BOARD, IS AUTHORIZED TO ISSUE  
26 BONDS NECESSARY TO PAY FOR ANY OF THE TRANSPORTATION-RELATED PROJECTS  
27 AUTHORIZED IN SECTION 28-9301, SUBSECTION C. MONIES IN THE STATE INFRASTRUCTURE  
28 FUND ESTABLISHED BY SECTION 28-9301 OR MONIES TO BE DEPOSITED INTO THAT FUND  
29 MAY BE USED TO SECURE THE BONDS AND TO PROVIDE FOR ANY PAYMENT NECESSARY TO  
30 CARRY OUT THE PURPOSES OF THIS SECTION.

31 Sec. 8. Section 36-2995, Arizona Revised Statutes, is amended to read:

32 36-2995. Children's health insurance program fund; sources of monies; use; reversion;  
33 claims

34 A. The children's health insurance program fund is established. The administration shall  
35 administer the fund and shall use fund monies to pay administrative and program costs associated with the  
36 operation of the program established by this article.

37 B. Separate accounting shall be made for each source of monies received pursuant to subsection C  
38 of this section for expenses and income activity associated with the program established pursuant to this  
39 article.

40 C. Monies in the fund ~~are comprised~~ CONSIST of:

41 1. Federal monies available to this state for the operation of the program.

42 2. Tobacco tax and state general fund monies appropriated as state matching monies.

43 3. Gifts, donations and grants from any source.

44 4. Interest paid on monies deposited in the fund.

45 5. ~~Third-party~~ THIRD-PARTY liability recoveries.

46 6. MONIES DISTRIBUTED PURSUANT TO SECTION 42-5029.02.

47 D. If a gift, a donation or a grant of over ten thousand dollars received from any private source  
48 contains a condition, the administration shall first meet with the joint legislative study committee on the  
49 integration of health care services to review the condition before it spends that gift, donation or grant.

50 E. All monies in the fund other than monies appropriated by this state do not lapse.

51 F. Monies appropriated from the medically needy account of the tobacco tax and health care fund  
52 are exempt from section 35-190 relating to lapsing of appropriations. Notwithstanding section 35-191,  
53 subsection B, the period for administrative adjustments extends for only six months for appropriations made  
54 for administration covered services.



1 G. Notwithstanding sections 35-190 and 35-191, all approved claims for system covered services  
2 presented after the end of the fiscal year in which they were incurred shall be paid either in accordance with  
3 this section or in the current fiscal year with the monies available in the funds established by this section.

4 H. Claims for covered services that are determined to be valid by the director and the grievance  
5 and appeal procedure shall be paid from the children's health insurance program fund.

6 I. All payments for claims from the children's health insurance program fund shall be accounted for  
7 by the administration by the fiscal year in which the claims were incurred, regardless of the fiscal year in  
8 which the payments were made.

9 J. Notwithstanding any other law, county owned or contracted providers and special health care  
10 district owned or contracted providers are subject to all claims processing and payment requirements or  
11 limitations of this chapter that are applicable to noncounty providers.

12 Sec. 9. Title 41, chapter 1, article 1, Arizona Revised Statutes, is amended by adding section 41-113,  
13 to read:

14 41-113. Family stability and self-sufficiency fund; report; nonlapsing; definition

15 A. THE HUMAN SERVICES SELF-SUFFICIENCY FUND IS ESTABLISHED CONSISTING OF  
16 DONATIONS FROM ANY PUBLIC OR PRIVATE SOURCE AND MONIES DISTRIBUTED PURSUANT  
17 TO SECTION 42-5029.02. THE GOVERNOR'S OFFICE SHALL ADMINISTER THE FUND AND EACH  
18 YEAR MAY USE UP TO ONE PER CENT OF THE MONIES IN THE FUND FOR ADMINISTRATIVE  
19 COSTS. THE GOVERNOR'S OFFICE SHALL ANNUALLY ALLOCATE THE MONIES IN THE FUND  
20 TO STATE AGENCIES OR AWARD MONIES IN THE FUND TO PRIVATE NONPROFIT ENTITIES  
21 TO PROVIDE SERVICES FOR THE BASIC NEEDS OF CHILDREN, FAMILIES AND VULNERABLE  
22 ADULTS WHOSE HOUSEHOLD INCOME IS LESS THAN TWO HUNDRED PER CENT OF THE  
23 FEDERAL POVERTY LEVEL. MONIES IN THE FUND SHALL BE USED TO THE EXTENT  
24 PRACTICABLE TO MATCH FEDERAL FUNDS.

25 B. ALL MONIES RECEIVED UNDER THIS SECTION SHALL BE USED TO SUPPLEMENT  
26 AND NOT SUPPLANT EXISTING AND FUTURE APPROPRIATIONS FOR THE PURPOSES  
27 DESCRIBED IN THIS SECTION. MONIES IN THE FUND ARE CONTINUOUSLY APPROPRIATED  
28 AND ARE EXEMPT FROM THE PROVISIONS OF SECTION 35-190 RELATING TO THE LAPSING  
29 OF APPROPRIATIONS.

30 C. THE GOVERNOR'S OFFICE SHALL PROVIDE AN ANNUAL REPORT ON THE  
31 GOVERNOR'S WEBSITE THAT DELINEATES THE AMOUNT OF ALLOCATIONS AND CONTRACT  
32 AWARDS UNDER THIS SECTION, THE PURPOSES, THE AMOUNT OF MONEY NOT ALLOCATED  
33 IN THE PRIOR FISCAL YEAR AND THE OUTCOMES OF ALLOCATIONS AND AWARDS,  
34 INCLUDING THE NUMBER OF INDIVIDUALS AND FAMILIES WHO MADE PROGRESS TOWARD  
35 FAMILY STABILITY AND SELF-SUFFICIENCY.

36 D. FOR THE PURPOSES OF THIS SECTION, "BASIC NEEDS" INCLUDES PREVENTING  
37 HUNGER, HOMELESSNESS AND FAMILY AND DOMESTIC VIOLENCE AND PROVIDING CHILD  
38 CARE AND OTHER COMMUNITY AND SOCIAL SERVICES THAT LEAD TO FAMILY STABILITY  
39 AND SELF-SUFFICIENCY.

40 Sec. 10. Section 42-5010, Arizona Revised Statutes, is amended to read:

41 42-5010. Rates; distribution base

42 A. The tax imposed by this article is levied and shall be collected at the following rates:

43 1. Five per cent of the tax base as computed for the business of every person engaging or continuing  
44 in this state in the following business classifications described in article 2 of this chapter:

45 (a) Transporting classification.

46 (b) Utilities classification.

47 (c) Telecommunications classification.

48 (d) Pipeline classification.

49 (e) Private car line classification.

50 (f) Publication classification.

51 (g) Job printing classification.

52 (h) Prime contracting classification.

53 (i) Owner builder sales classification.

54 (j) Amusement classification.

55 (k) Restaurant classification.

56 (l) Personal property rental classification.



1 (m) Retail classification.

2 2. Five and one-half per cent of the tax base as computed for the business of every person engaging

3 or continuing in this state in the transient lodging classification described in section 42-5070.

4 3. Three and one-eighth per cent of the tax base as computed for the business of every person

5 engaging or continuing in this state in the mining classification described in section 42-5072.

6 4. Zero per cent of the tax base as computed for the business of every person engaging or

7 continuing in this state in the commercial lease classification described in section 42-5069.

8 B. Twenty per cent of the tax revenues collected at the rate prescribed by subsection A, paragraph

9 1 of this section from persons on account of engaging in business under the business classifications listed in

10 subsection A, paragraph 1, subdivisions (a) through (i) of this section is designated as distribution base for

11 purposes of section 42-5029.

12 C. Forty per cent of the tax revenues collected at the rate prescribed by subsection A, paragraph 1

13 of this section from persons on account of engaging in business under the business classifications listed in

14 subsection A, paragraph 1, subdivisions (j) through (m) of this section is designated as distribution base for

15 purposes of section 42-5029.

16 D. Thirty-two per cent of the tax revenues collected from persons on account of engaging in

17 business under the business classification listed in subsection A, paragraph 3 of this section is designated as

18 distribution base for purposes of section 42-5029.

19 E. Fifty-three and one-third per cent of the tax revenues collected from persons on account of

20 engaging in business under the business classification listed in subsection A, paragraph 4 of this section is

21 designated as distribution base for purposes of section 42-5029.

22 F. Fifty per cent of the tax revenues collected from persons on account of engaging in business

23 under the business classification listed in subsection A, paragraph 2 of this section is designated as

24 distribution base for purposes of section 42-5029.

25 G. In addition to the rates prescribed by subsection A of this section, if approved by the qualified

26 electors voting at a statewide general election, an additional rate increment is imposed and shall be collected

27 through June 30, 2021. The taxpayer shall pay taxes pursuant to this subsection at the same time and in the

28 same manner as under subsection A of this section. The department shall separately account for the

29 revenues collected with respect to the rates imposed pursuant to this subsection and the state treasurer shall

30 distribute all of those revenues in the manner prescribed by section 42-5029, subsection E. The rates

31 imposed pursuant to this subsection shall not be considered local revenues for purposes of article IX, section

32 21, Constitution of Arizona. The additional tax rate increment is levied at the rate of six-tenths of one per

33 cent of the tax base of every person engaging or continuing in this state in a business classification listed in

34 subsection A, paragraph 1 of this section.

35 H. IN ADDITION TO THE RATES PRESCRIBED BY SUBSECTION A OF THIS SECTION, IF

36 APPROVED BY THE QUALIFIED ELECTORS VOTING AT A STATEWIDE GENERAL ELECTION,

37 AN ADDITIONAL RATE INCREMENT IS IMPOSED AND SHALL BE COLLECTED BEGINNING

38 FROM AND AFTER MAY 31, 2013. THE TAXPAYER SHALL PAY TAXES PURSUANT TO THIS

39 SUBSECTION AT THE SAME TIME AND IN THE SAME MANNER AS UNDER SUBSECTION A OF

40 THIS SECTION. THE DEPARTMENT SHALL SEPARATELY ACCOUNT FOR THE REVENUES

41 COLLECTED WITH RESPECT TO THE RATES IMPOSED PURSUANT TO THIS SUBSECTION, AND

42 THE STATE TREASURER SHALL DISTRIBUTE ALL OF THOSE REVENUES IN THE MANNER

43 PRESCRIBED BY SECTION 42-5029.02. THE RATES IMPOSED PURSUANT TO THIS SUBSECTION

44 SHALL NOT BE CONSIDERED LOCAL REVENUES FOR THE PURPOSES OF ARTICLE IX,

45 SECTION 21, CONSTITUTION OF ARIZONA. THE ADDITIONAL TAX RATE INCREMENT IS

46 LEVIED AT THE RATE OF ONE PER CENT OF THE TAX BASE OF EVERY PERSON ENGAGING

47 OR CONTINUING IN THIS STATE IN A BUSINESS CLASSIFICATION LISTED IN SUBSECTION A,

48 PARAGRAPH 1 OF THIS SECTION.

49 ~~H.~~ I. Any increase in the rate of tax that is imposed by this chapter and that is enacted by the

50 legislature or by a vote of the people does not apply with respect to contracts entered into by prime

51 contractors or pursuant to written bids made by prime contractors on or before the effective date of the

52 legislation or the date of the election enacting the increase. To qualify for the exemption under this

53 subsection, the prime contractor must maintain sufficient documentation, in a manner and form prescribed

54 by the department, to verify the date of the contract or written bid.

55 ~~I.~~ J. For taxpayers taxable under this chapter other than prime contractors taxable pursuant to

56 section 42-5075:

1           1. Any increase in the rate of tax that is levied by this article or article 2 of this chapter enacted by  
2 the legislature or by a vote of the people does not apply for a period of one hundred twenty days from the  
3 date of the tax rate increase to the gross proceeds of sales or gross income from the business of the taxpayer  
4 with respect to written contracts entered into before the effective date of the tax rate increase unless the  
5 taxpayer has entered into a contract that contains a provision that entitles the taxpayer to recover from the  
6 purchaser the amount of the additional tax levied.

7           2. The provisions of this subsection apply without regard to the accounting method used by the  
8 taxpayer to report the taxes imposed under article 2 of this chapter.

9           3. The provisions of this subsection shall not be considered in determining the rate of tax imposed  
10 under chapter 6, article 3 of this title.

11          Sec. 11. Title 42, chapter 5, article 1, Arizona Revised Statutes, is amended by adding section 42-  
12 5029.02, to read:

13           42-5029.02. Remission and distribution of monies; nonlapsing; audit requirement

14           A. IF APPROVED BY THE QUALIFIED ELECTORS VOTING AT A STATEWIDE GENERAL  
15 ELECTION, ALL MONIES COLLECTED PURSUANT TO SECTION 42-5010, SUBSECTION H AND  
16 SECTION 42-5155, SUBSECTION E SHALL BE DISTRIBUTED PURSUANT TO THIS SECTION.

17           B. OF THE FIRST ONE BILLION DOLLARS COLLECTED PURSUANT TO SECTION  
18 42-5010, SUBSECTION H AND SECTION 42-5155, SUBSECTION E, THE MONIES SHALL BE  
19 DISTRIBUTED BEGINNING IN FISCAL YEAR 2013-2014 AS FOLLOWS:

20           1. FIVE HUNDRED MILLION DOLLARS PLUS ANY REMAINDER AMOUNT UNDER  
21 PARAGRAPH 9 OF THIS SUBSECTION IS APPROPRIATED EACH FISCAL YEAR, TO BE IN  
22 MONTHLY INSTALLMENTS, TO THE QUALITY EDUCATION AND PERFORMANCE FUND  
23 ESTABLISHED BY SECTION 15-981.

24           2. AFTER TRANSFERRING MONIES PURSUANT TO PARAGRAPH 1 OF THIS  
25 SUBSECTION, TEN MILLION DOLLARS IS APPROPRIATED EACH FISCAL YEAR, TO BE PAID IN  
26 MONTHLY INSTALLMENTS, TO THE EDUCATION LEARNING AND ACCOUNTABILITY FUND  
27 ESTABLISHED BY SECTION 15-249.02. NOTWITHSTANDING SUBSECTION D OF THIS SECTION,  
28 IF THE MONIES IN THE EDUCATION LEARNING AND ACCOUNTABILITY FUND ESTABLISHED  
29 BY SECTION 15-249.02 ARE NO LONGER NECESSARY FOR THE PURPOSES OF SECTION 15-249,  
30 ANY OR ALL OF THE MONIES APPROPRIATED UNDER THIS PARAGRAPH SHALL BE  
31 APPROPRIATED TO THE EDUCATION ACCOUNTABILITY AND IMPROVEMENT FUND  
32 ESTABLISHED BY SECTION 15-982.

33           3. AFTER TRANSFERRING MONIES PURSUANT TO PARAGRAPHS 1 AND 2 OF THIS  
34 SUBSECTION, NINETY MILLION DOLLARS IS APPROPRIATED EACH FISCAL YEAR, TO BE PAID  
35 IN MONTHLY INSTALLMENTS, TO THE EDUCATION ACCOUNTABILITY AND IMPROVEMENT  
36 FUND ESTABLISHED BY SECTION 15-982.

37           4. AFTER TRANSFERRING MONIES PURSUANT TO PARAGRAPHS 1, 2 AND 3 OF THIS  
38 SUBSECTION, ONE HUNDRED MILLION DOLLARS IS APPROPRIATED EACH FISCAL YEAR, TO  
39 BE PAID IN MONTHLY INSTALLMENTS, TO THE STATE INFRASTRUCTURE FUND  
40 ESTABLISHED BY SECTION 28-9301.

41           5. AFTER TRANSFERRING MONIES PURSUANT TO PARAGRAPHS 1 THROUGH 4 OF  
42 THIS SUBSECTION, TWENTY-FIVE MILLION DOLLARS IS APPROPRIATED EACH FISCAL YEAR,  
43 TO BE PAID IN MONTHLY INSTALLMENTS, TO THE CHILDREN'S HEALTH INSURANCE  
44 PROGRAM FUND ESTABLISHED BY SECTION 36-2995. NOTWITHSTANDING SUBSECTION D OF  
45 THIS SECTION, THE MONIES APPROPRIATED UNDER THIS PARAGRAPH MAY BE REDUCED  
46 OR ELIMINATED IF EITHER OF THE FOLLOWING APPLIES AND THE AMOUNT  
47 APPROPRIATED UNDER THIS PARAGRAPH SHALL BE APPROPRIATED TO THE FAMILY  
48 STABILITY AND SELF-SUFFICIENCY FUND ESTABLISHED BY SECTION 41-113:

49           (a) THE FEDERAL GOVERNMENT PROVIDES FUNDING FOR THE CHILDREN'S HEALTH  
50 INSURANCE PROGRAM AND THAT FUNDING SUPERSEDES STATE FUNDING FOR THE  
51 PROGRAM.

52           (b) THE DIRECTOR OF THE ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM  
53 ADMINISTRATION DETERMINES THAT A PRIVATE OR NONPROFIT ENTITY HAS PROVIDED  
54 FUNDING FOR THE CHILDREN'S HEALTH INSURANCE PROGRAM.

55           6. AFTER TRANSFERRING MONIES PURSUANT TO PARAGRAPHS 1 THROUGH 5 OF  
56 THIS SUBSECTION, ONE HUNDRED MILLION DOLLARS IS APPROPRIATED EACH FISCAL

1 YEAR, TO BE PAID IN MONTHLY INSTALLMENTS, TO THE FAMILY STABILITY AND  
2 SELF-SUFFICIENCY FUND ESTABLISHED BY SECTION 41-113.

3 7. AFTER TRANSFERRING MONIES PURSUANT TO PARAGRAPHS 1 THROUGH 6 OF  
4 THIS SUBSECTION, FIFTY MILLION DOLLARS IS APPROPRIATED EACH FISCAL YEAR, TO BE  
5 PAID IN MONTHLY INSTALLMENTS, TO THE UNIVERSITY SCHOLARSHIP, OPERATIONS AND  
6 INFRASTRUCTURE FUND ESTABLISHED PURSUANT TO SECTION 15-1642.01.

7 8. AFTER TRANSFERRING MONIES PURSUANT TO PARAGRAPHS 1 THROUGH 7 OF  
8 THIS SUBSECTION, FOR FISCAL YEARS 2013-2014 AND BEYOND, AN AMOUNT SUFFICIENT TO  
9 FUND THE INFLATIONARY ADJUSTMENT REQUIRED BY SECTION 15-901.01, SUBSECTION A  
10 SHALL BE TRANSFERRED TO THE STATE GENERAL FUND. NO MORE THAN ONE HUNDRED  
11 TWENTY-FIVE MILLION DOLLARS SHALL BE TRANSFERRED PURSUANT TO THIS SECTION. IF  
12 THE AMOUNT TRANSFERRED PURSUANT TO THIS PARAGRAPH DOES NOT FULLY FUND THE  
13 INFLATIONARY ADJUSTMENT REQUIRED BY SECTION 15-901.01, AN ADDITIONAL AMOUNT  
14 SUFFICIENT TO FULLY FUND THE INFLATIONARY ADJUSTMENT SHALL BE TRANSFERRED  
15 TO THE STATE GENERAL FUND DIRECTLY FROM THE QUALITY EDUCATION AND  
16 PERFORMANCE FUND ESTABLISHED BY SECTION 15-981.

17 9. AFTER TRANSFERRING MONIES PURSUANT TO PARAGRAPH 8 OF THIS  
18 SUBSECTION, ANY REMAINDER AMOUNT NOT NECESSARY TO FULLY FUND THE  
19 INFLATIONARY ADJUSTMENT REQUIRED BY SECTION 15-901.01 SHALL BE TRANSFERRED  
20 PURSUANT TO PARAGRAPH 1 OF THIS SUBSECTION.

21 C. AFTER TRANSFERRING THE MONIES PURSUANT TO SUBSECTION B OF THIS  
22 SECTION, ANY AMOUNT COLLECTED IN ANY FISCAL YEAR PURSUANT TO SECTION 42-5010,  
23 SUBSECTION H AND SECTION 42-5155, SUBSECTION E THAT EXCEEDS ONE BILLION DOLLARS  
24 SHALL BE TRANSFERRED IN MONTHLY INSTALLMENTS FOR THE REMAINING MONTHS OF  
25 THE FISCAL YEAR AS FOLLOWS:

26 1. THIRTY-THREE PER CENT SHALL BE TRANSFERRED TO SCHOOL DISTRICTS AND  
27 CHARTER SCHOOLS IN PROPORTIONATE AMOUNTS BASED ON THE PROPORTION OF  
28 STUDENTS IN THE SCHOOL DISTRICT OR CHARTER SCHOOL WHO QUALIFY FOR FREE OR  
29 REDUCED PRICE LUNCHES UNDER THE NATIONAL SCHOOL LUNCH AND CHILD NUTRITION  
30 ACTS (42 UNITED STATES CODE SECTIONS 1751 THROUGH 1785) AS A PERCENTAGE OF THE  
31 TOTAL NUMBER OF STUDENTS WHO QUALIFY FOR FREE OR REDUCED PRICE LUNCHES IN  
32 THIS STATE, EXCEPT THAT THE AMOUNT UNDER THIS PARAGRAPH SHALL NOT EXCEED  
33 ONE HUNDRED MILLION DOLLARS IN ANY FISCAL YEAR UNLESS AN ADDITIONAL AMOUNT  
34 IS AVAILABLE AND TRANSFERRED PURSUANT TO PARAGRAPH 8, SUBDIVISION (b) OF THIS  
35 SUBSECTION. SCHOOL DISTRICTS AND CHARTER SCHOOLS MAY USE THE MONIES  
36 TRANSFERRED UNDER THIS PARAGRAPH TO IMPROVE STUDENT ACHIEVEMENT FOR  
37 STUDENTS WHO QUALIFY FOR FREE OR REDUCED PRICE LUNCHES AND TO PROVIDE  
38 INSTRUCTION IN VOLUNTARY PRESCHOOL PROGRAMS.

39 2. TWENTY-TWO AND ONE-HALF PER CENT SHALL BE TRANSFERRED TO  
40 COMMUNITY COLLEGE AND PROVISIONAL COMMUNITY COLLEGE DISTRICTS AND INDIAN  
41 TRIBAL POSTSECONDARY EDUCATIONAL INSTITUTIONS FOR DEPOSIT INTO THEIR  
42 WORKFORCE DEVELOPMENT ACCOUNTS ESTABLISHED PURSUANT TO SECTION 15-1472 TO  
43 SUPPORT COMMUNITY COLLEGE SCHOLARSHIPS AND CAREER AND TECHNICAL TRAINING  
44 PROGRAMS, EXCEPT THAT THE AMOUNT UNDER THIS PARAGRAPH SHALL NOT EXCEED  
45 SIXTY-SIX MILLION DOLLARS IN ANY FISCAL YEAR UNLESS AN ADDITIONAL AMOUNT IS  
46 AVAILABLE AND TRANSFERRED PURSUANT TO PARAGRAPH 8, SUBDIVISION (c) OF THIS  
47 SUBSECTION. EIGHTY-FIVE PER CENT OF THE MONIES TRANSFERRED PURSUANT TO THIS  
48 PARAGRAPH SHALL BE ALLOCATED AMONG COMMUNITY COLLEGE AND PROVISIONAL  
49 COMMUNITY COLLEGE DISTRICTS AND INDIAN TRIBAL POSTSECONDARY EDUCATIONAL  
50 INSTITUTIONS BASED ON THE FULL-TIME STUDENT EQUIVALENT COUNT SERVED BY EACH  
51 DISTRICT OR INSTITUTION. FIFTEEN PER CENT OF THE MONIES DISTRIBUTED PURSUANT  
52 TO THIS PARAGRAPH SHALL BE ALLOCATED BASED ON PERFORMANCE STANDARDS TO BE  
53 DEVELOPED BY AGREEMENT AMONG THE COMMUNITY COLLEGE AND PROVISIONAL  
54 COMMUNITY COLLEGE DISTRICTS AND INDIAN TRIBAL POSTSECONDARY EDUCATIONAL  
55 INSTITUTIONS ELIGIBLE TO RECEIVE MONIES PURSUANT TO THIS PARAGRAPH.

1           3. NINE PER CENT SHALL BE TRANSFERRED TO JOINT TECHNICAL EDUCATION  
2 DISTRICTS TO SUPPORT CAREER AND VOCATIONAL TRAINING, INCLUDING TO INCREASE  
3 STUDENT ENROLLMENT AND TO PROVIDE STATE-OF-THE-ART TECHNICAL EQUIPMENT,  
4 EXCEPT THAT THE AMOUNT UNDER THIS PARAGRAPH SHALL NOT EXCEED TWENTY-NINE  
5 MILLION DOLLARS IN ANY FISCAL YEAR UNLESS AN ADDITIONAL AMOUNT IS AVAILABLE  
6 AND TRANSFERRED PURSUANT TO PARAGRAPH 8, SUBDIVISION (f) OF THIS SUBSECTION.  
7 EIGHTY-FIVE PER CENT OF THE MONIES DISTRIBUTED PURSUANT TO THIS PARAGRAPH  
8 SHALL BE DISTRIBUTED BASED ON THE FULL-TIME STUDENT EQUIVALENT COUNT SERVED  
9 BY EACH DISTRICT. FIFTEEN PERCENT OF THE MONIES DISTRIBUTED PURSUANT TO THIS  
10 PARAGRAPH SHALL BE DISTRIBUTED BASED ON PERFORMANCE METRICS DETERMINED BY  
11 THE DEPARTMENT OF EDUCATION.

12           4. TWO PER CENT SHALL BE TRANSFERRED TO THE DEPARTMENT OF EDUCATION  
13 TO FUND ADULT EDUCATION PROGRAMS, EXCEPT THAT THE AMOUNT UNDER THIS  
14 PARAGRAPH SHALL NOT EXCEED FIVE MILLION DOLLARS IN ANY FISCAL YEAR.

15           5. TWENTY-TWO AND ONE-HALF PER CENT SHALL BE TRANSFERRED TO THE  
16 UNIVERSITY SCHOLARSHIP, OPERATIONS AND INFRASTRUCTURE FUND ESTABLISHED  
17 PURSUANT TO SECTION 15-1642.01, EXCEPT THAT THE AMOUNT UNDER THIS PARAGRAPH  
18 SHALL NOT EXCEED TWO HUNDRED FIFTY MILLION DOLLARS IN ANY FISCAL YEAR UNLESS  
19 AN ADDITIONAL AMOUNT IS AVAILABLE AND TRANSFERRED PURSUANT TO PARAGRAPH 8,  
20 SUBDIVISION (d) OF THIS SUBSECTION.

21           6. ELEVEN PER CENT OF THE REMAINING MONIES COLLECTED SHALL BE  
22 TRANSFERRED TO THE STATE INFRASTRUCTURE FUND ESTABLISHED BY SECTION 28-9301,  
23 EXCEPT THAT THE AMOUNT UNDER THIS PARAGRAPH SHALL NOT EXCEED ONE HUNDRED  
24 MILLION DOLLARS IN ANY FISCAL YEAR UNLESS AN ADDITIONAL AMOUNT IS AVAILABLE  
25 AND TRANSFERRED PURSUANT TO PARAGRAPH 8, SUBDIVISION (c) OF THIS SUBSECTION.

26           7. AFTER TRANSFERRING MONIES PURSUANT TO PARAGRAPHS 1 THROUGH 6 OF  
27 THIS SUBSECTION, ANY REMAINING MONIES SHALL BE TRANSFERRED AS FOLLOWS:

28           (a) TWO THIRDS OF ANY REMAINING MONIES SHALL BE TRANSFERRED TO THE  
29 UNIVERSITY SCHOLARSHIP, OPERATIONS AND INFRASTRUCTURE FUND ESTABLISHED  
30 PURSUANT TO SECTION 15-1642.01, EXCEPT THAT THE TOTAL TRANSFERS MADE PURSUANT  
31 TO THIS PARAGRAPH AND PARAGRAPH 5 OF THIS SUBSECTION SHALL NOT EXCEED TWO  
32 HUNDRED FIFTY MILLION DOLLARS IN ANY FISCAL YEAR, UNLESS AN ADDITIONAL  
33 AMOUNT IS AVAILABLE AND TRANSFERRED PURSUANT TO PARAGRAPH 8, SUBDIVISION (d)  
34 OF THIS SUBSECTION.

35           (b) ONE THIRD OF ANY REMAINING MONIES SHALL BE TRANSFERRED TO THE STATE  
36 INFRASTRUCTURE FUND ESTABLISHED BY SECTION 28-9301, EXCEPT THAT THE TOTAL  
37 TRANSFERS MADE PURSUANT TO THIS PARAGRAPH AND PARAGRAPH 6 OF THIS  
38 SUBSECTION SHALL NOT EXCEED ONE HUNDRED MILLION DOLLARS IN ANY FISCAL YEAR,  
39 UNLESS AN ADDITIONAL AMOUNT IS AVAILABLE AND TRANSFERRED PURSUANT TO  
40 PARAGRAPH 8, SUBDIVISION (c) OF THIS SUBSECTION.

41           8. AFTER TRANSFERRING MONIES PURSUANT TO PARAGRAPHS 1 THROUGH 7 OF  
42 THIS SUBSECTION, ANY REMAINING MONIES SHALL BE TRANSFERRED AS FOLLOWS:

43           (a) FORTY PER CENT OF THESE REMAINING MONIES SHALL BE TRANSFERRED TO  
44 THE QUALITY EDUCATION AND PERFORMANCE FUND ESTABLISHED BY SECTION 15-981.

45           (b) THIRTY PER CENT OF THESE REMAINING MONIES SHALL BE TRANSFERRED AND  
46 DISTRIBUTED TO SCHOOL DISTRICTS AND CHARTER SCHOOLS PURSUANT TO THE  
47 FORMULA SET FORTH IN PARAGRAPH 1 OF THIS SUBSECTION.

48           (c) TEN PER CENT OF THESE REMAINING MONIES SHALL BE TRANSFERRED TO THE  
49 STATE INFRASTRUCTURE FUND ESTABLISHED BY SECTION 28-9301.

50           (d) SEVEN AND ONE-HALF PER CENT OF THESE REMAINING MONIES SHALL BE  
51 TRANSFERRED TO THE UNIVERSITY SCHOLARSHIP, OPERATIONS AND INFRASTRUCTURE  
52 FUND ESTABLISHED PURSUANT TO SECTION 14-1642.01.

53           (e) TWO AND ONE-HALF PER CENT OF THESE REMAINING MONIES SHALL BE  
54 TRANSFERRED TO COMMUNITY COLLEGE AND PROVISIONAL COMMUNITY COLLEGE  
55 DISTRICTS AND INDIAN TRIBAL POSTSECONDARY EDUCATIONAL INSTITUTIONS PURSUANT  
56 TO THE FORMULA ESTABLISHED BY PARAGRAPH 2 OF THIS SUBSECTION.

1 (f) TWO AND ONE-HALF PER CENT OF THESE REMAINING MONIES SHALL BE  
2 TRANSFERRED TO JOINT TECHNICAL EDUCATION DISTRICTS PURSUANT TO THE FORMULA  
3 ESTABLISHED BY PARAGRAPH 3 OF THIS SUBSECTION.

4 (g) SEVEN AND ONE-HALF PER CENT OF THESE REMAINING MONIES SHALL BE  
5 TRANSFERRED TO THE EDUCATION ACCOUNTABILITY AND IMPROVEMENT FUND  
6 ESTABLISHED BY SECTION 15-982.

7 D. ALL MONIES TRANSFERRED PURSUANT TO THIS SECTION SHALL BE USED TO  
8 SUPPLEMENT AND NOT SUPPLANT EXISTING AND FUTURE APPROPRIATIONS FOR THE  
9 PURPOSES DESCRIBED IN THIS SECTION. MONIES TRANSFERRED PURSUANT TO THIS  
10 SECTION ARE CONTINUOUSLY APPROPRIATED AND ARE EXEMPT FROM THE PROVISIONS  
11 OF SECTION 35-190 RELATING TO THE LAPSING OF APPROPRIATIONS.

12 E. IF, IN ANY FISCAL YEAR, LESS THAN ONE BILLION DOLLARS IS COLLECTED  
13 PURSUANT TO SECTION 42-5010, SUBSECTION H AND SECTION 42-5155, SUBSECTION E, THE  
14 AMOUNTS DISTRIBUTED UNDER SUBSECTION B OF THIS SECTION SHALL BE  
15 PROPORTIONATELY REDUCED.

16 F. NOTWITHSTANDING ANY OTHER LAW, MONIES COLLECTED PURSUANT TO  
17 SECTION 42-5010, SUBSECTION H AND SECTION 42-5155, SUBSECTION E AND DISTRIBUTED  
18 UNDER THIS SECTION ARE NOT SUBJECT TO ANY APPROPRIATION OR EXPENDITURE  
19 LIMITATION UNLESS THE LIMITATION WAS ENACTED BEFORE JANUARY 1, 2012.

20 G. THE TAX BASE UNDER THIS TITLE SHALL NOT BE ADJUSTED IN ANY MANNER  
21 THAT CAUSES A REDUCTION TO THE ANNUAL AMOUNT COLLECTED AND DISTRIBUTED  
22 UNDER THIS SECTION TO BE LESS THAN THE AMOUNT THAT WAS COLLECTED AND  
23 DISTRIBUTED IN THE PRIOR FISCAL YEAR INCREASED BY SIX PER CENT UNLESS THE  
24 REDUCTION IN THE TAX BASE IS OFFSET BY A CORRESPONDING CHANGE IN THE TAX BASE  
25 THAT EFFECTIVELY RESULTS EITHER IN NO CHANGE IN THE ANNUAL AMOUNT  
26 COLLECTED OR AN INCREASE IN THE AMOUNT COLLECTED. ON WRITTEN REQUEST BY A  
27 LEGISLATOR, THE DEPARTMENT SHALL PROVIDE AN ESTIMATE OF THE CHANGES OR  
28 ADJUSTMENTS TO THE TAX BASE THAT IS CONTAINED IN PROPOSED LEGISLATION THAT IS  
29 SCHEDULED FOR A COMMITTEE HEARING. THE DEPARTMENT SHALL ELECTRONICALLY  
30 PROVIDE THE ESTIMATE TO ALL LEGISLATORS.

31 H. IF A COURT OF COMPETENT JURISDICTION FINALLY DETERMINES THAT TAX  
32 MONIES DISTRIBUTED PURSUANT TO THIS SECTION WERE ILLEGALLY COLLECTED UNDER  
33 THIS ARTICLE OR ARTICLES 5 AND 8 OF THIS CHAPTER AND ORDERS THE MONIES TO BE  
34 REFUNDED TO THE TAXPAYER, THE DEPARTMENT SHALL COMPUTE THE AMOUNT OF SUCH  
35 MONIES THAT WAS DISTRIBUTED TO EACH ENTITY OR FUND PURSUANT TO THIS SECTION.  
36 THE DEPARTMENT SHALL NOTIFY THE STATE TREASURER OF THAT AMOUNT PLUS THE  
37 PROPORTIONATE SHARE OF ADDITIONAL ALLOCATED COSTS REQUIRED TO BE PAID TO  
38 THE TAXPAYER. EACH ENTITY'S OR FUND'S PROPORTIONATE SHARE OF THE COSTS SHALL  
39 BE BASED ON THE AMOUNT OF THE ORIGINAL DISTRIBUTION THAT ENTITY OR FUND  
40 RECEIVED PURSUANT TO THIS SECTION. EACH MONTH THE STATE TREASURER SHALL  
41 REDUCE THE AMOUNT OTHERWISE DISTRIBUTABLE TO EACH ENTITY OR FUND BY ONE  
42 THIRTY-SIXTH OF THE TOTAL AMOUNT TO BE RECOVERED FROM THAT ENTITY OR FUND  
43 UNTIL THE TOTAL AMOUNT HAS BEEN RECOVERED, BUT THE MONTHLY REDUCTION FOR  
44 ANY ENTITY OR FUND SHALL NOT EXCEED TEN PER CENT OF THE FULL MONTHLY  
45 DISTRIBUTION TO THAT ENTITY OR FUND. THE REDUCTION SHALL BEGIN FOR THE FIRST  
46 CALENDAR MONTH AFTER THE FINAL DISPOSITION OF THE CASE AND SHALL CONTINUE  
47 UNTIL THE TOTAL AMOUNT, INCLUDING INTEREST AND COSTS, HAS BEEN RECOVERED.

48 I. A PERFORMANCE AUDIT OF THE MONIES DISTRIBUTED PURSUANT TO THIS  
49 SECTION SHALL BE CONDUCTED EVERY FIVE YEARS. THE PERFORMANCE AUDIT SHALL BE  
50 CONDUCTED BY AN INDEPENDENT, THIRD-PARTY AUDITOR AND NOT BY ANY STATE  
51 AGENCY. THE PERFORMANCE AUDIT REQUIRED BY THIS SUBSECTION SHALL DETERMINE  
52 THE AMOUNT OF MONIES DISTRIBUTED, THE PURPOSES FOR WHICH THOSE FUNDS WERE  
53 USED, AND THE EFFECTS OR OUTCOMES OF THE EXPENDITURES MADE WITH THOSE  
54 MONIES, INCLUDING ANY EFFECTS OR OUTCOMES ON THE PERFORMANCE MEASURES  
55 REFERENCED IN THIS SECTION AND IN SECTION 15-982.

1 J. THE AUDIT REQUIRED BY PARAGRAPH I OF THIS SECTION SHALL BE PROCURED  
2 AND FUNDED AS FOLLOWS:

3 (a) FOR ALL MONIES DISTRIBUTED TO SCHOOL DISTRICTS, CHARTER SCHOOLS, AND  
4 JOINT TECHNICAL EDUCATION DISTRICTS, THE SUPERINTENDENT OF PUBLIC INSTRUCTION  
5 SHALL PROCURE THE AUDIT REQUIRED BY SUBSECTION I AND MAY USE THE MONIES  
6 APPROPRIATED BY SUBSECTION B, PARAGRAPH 2 OF THIS SECTION TO PAY ANY COSTS OF  
7 THE AUDIT.

8 (b) FOR ALL MONIES DISTRIBUTED TO THE STATE INFRASTRUCTURE FUND, THE  
9 ARIZONA DEPARTMENT OF TRANSPORTATION SHALL PROCURE THE AUDIT REQUIRED BY  
10 SUBSECTION I AND MAY USE THE MONIES APPROPRIATED BY THIS SECTION TO THE STATE  
11 INFRASTRUCTURE FUND TO PAY ANY COSTS OF THE AUDIT.

12 (c) FOR ALL MONIES DISTRIBUTED TO THE UNIVERSITY SCHOLARSHIP, OPERATIONS  
13 AND INFRASTRUCTURE FUND, THE ARIZONA BOARD OF REGENTS SHALL PROCURE THE  
14 AUDIT REQUIRED BY SUBSECTION I AND MAY USE THE MONIES APPROPRIATED BY THIS  
15 SECTION TO THE UNIVERSITY SCHOLARSHIP, OPERATIONS AND INFRASTRUCTURE FUND TO  
16 PAY ANY COSTS OF THE AUDIT.

17 (d) FOR ALL MONIES DISTRIBUTED TO COMMUNITY COLLEGE AND PROVISIONAL  
18 COMMUNITY COLLEGE DISTRICTS, THE DISTRICT RECEIVING THE FUNDS SHALL PROCURE  
19 THE AUDIT REQUIRED BY SUBSECTION I AND MAY USE THE MONIES APPROPRIATED BY  
20 THIS SECTION TO THE DISTRICT'S OR INSTITUTION'S WORKFORCE DEVELOPMENT  
21 ACCOUNT TO PAY ANY COSTS OF THE AUDIT.

22 K. THE REQUIREMENTS OF SUBSECTION I DO NOT APPLY TO MONIES TRANSFERRED  
23 PURSUANT TO THIS STATUTE TO THE CHILDREN'S HEALTH INSURANCE PROGRAM FUND, TO  
24 THE FAMILY STABILITY AND SELF-SUFFICIENCY FUND, TO THE STATE GENERAL FUND, OR  
25 TO INDIAN TRIBAL POSTSECONDARY EDUCATIONAL INSTITUTIONS.

26 Sec. 12. Section 42-5155, Arizona Revised Statutes, is amended to read:

27 42-5155. Levy of tax; tax rate; purchaser's liability

28 A. There is levied and imposed an excise tax on the storage, use or consumption in this state of  
29 tangible personal property purchased from a retailer or utility business, as a percentage of the sales  
30 price. A manufactured building purchased outside this state and set up in this state is subject to tax under  
31 this section and in this case the RATE IS A percentage ~~is~~ OF sixty-five per cent of the sales price.

32 B. The tax imposed by this section applies to any purchaser which purchased tangible personal  
33 property for resale but subsequently uses or consumes the property.

34 C. The tax rate shall equal the rate of tax prescribed by section 42-5010, subsection A as applied to  
35 retailers and utility businesses according to the respective classification under articles 1 and 2 of this chapter  
36 for the same type of transaction or business activity.

37 D. In addition to the rate prescribed by subsection C of this section, if approved by the qualified  
38 electors voting at a statewide general election, an additional rate increment of six-tenths of one per cent is  
39 imposed and shall be collected through June 30, 2021. The taxpayer shall pay taxes pursuant to this  
40 subsection at the same time and in the same manner as under subsection C of this section. The department  
41 shall separately account for the revenues collected with respect to the rate imposed pursuant to this  
42 subsection, and the state treasurer shall pay all of those revenues in the manner prescribed by section  
43 42-5029, subsection E.

44 E. IN ADDITION TO THE RATE PRESCRIBED BY SUBSECTION C OF THIS SECTION, IF  
45 APPROVED BY THE QUALIFIED ELECTORS VOTING AT A STATEWIDE GENERAL ELECTION,  
46 AN ADDITIONAL RATE INCREMENT OF ONE PER CENT IS IMPOSED AND SHALL BE  
47 COLLECTED BEGINNING FROM AND AFTER MAY 31, 2013. THE TAXPAYER SHALL PAY TAXES  
48 PURSUANT TO THIS SUBSECTION AT THE SAME TIME AND IN THE SAME MANNER AS UNDER  
49 SUBSECTION C OF THIS SECTION. THE DEPARTMENT SHALL SEPARATELY ACCOUNT FOR  
50 THE REVENUES COLLECTED WITH RESPECT TO THE RATE IMPOSED PURSUANT TO THIS  
51 SUBSECTION, AND THE STATE TREASURER SHALL PAY ALL OF THOSE REVENUES IN THE  
52 MANNER PRESCRIBED BY SECTION 42-5029.02.

53 ~~E.~~ F. Every person storing, using or consuming in this state tangible personal property purchased  
54 from a retailer or utility business is liable for the tax. The person's liability is not extinguished until the tax  
55 has been paid to this state.

1        ~~F.~~ G. A receipt from a retailer or utility business that maintains a place of business in this state or  
2 from a retailer or utility business that is authorized by the department to collect the tax, under such rules as  
3 it may prescribe, and that is for the purposes of this article regarded as a retailer or utility business  
4 maintaining a place of business in this state, given to the purchaser as provided in section 42-5161 is  
5 sufficient to relieve the purchaser from further liability for the tax to which the receipt refers.

6        Sec. 13. Conforming legislation

7        A. The legislative council staff shall prepare proposed legislation conforming the Arizona Revised  
8 Statutes to the provisions of this measure for consideration in the fifty-first legislature, second regular  
9 session.

10       B. Notwithstanding subsection A of this section, the executive director of legislative council may  
11 blend nonconflicting changes made by the legislature with the changes in the measure.

12       C. The legislature may make technical and conforming changes to any section of this measure,  
13 subject to article IV, part 1, section 1, Constitution of Arizona.

14       Sec. 14. Initial performance audit

15       Notwithstanding section 42-5029.02, subsection I, as added by this initiative measure, the first  
16 performance audit required by section 42-5029.02, subsection I shall be prepared by December 31, 2016 and  
17 shall cover the period from the effective date of this initiative measure through the end of fiscal year 2015-  
18 2016. Further audits shall be conducted every five subsequent years pursuant to section 42-5029.02,  
19 subsection I, as added by this initiative measure.

20       Sec. 15. Severability

21       If a provision of this act or its application to any person or circumstance is held invalid, the  
22 invalidity does not affect other provisions or applications of the act that can be given effect without the  
23 invalid provision or application, and to this end the provisions of this act are severable.

24       Sec. 16. Short title

25       This measure shall be cited as the "Quality Education and Jobs Act".

# ***Attachment C***



## UNDERSTANDING ARIZONA'S PROPOSITIONS: 2012 SERIES

### Prop 204 – Quality Education and Jobs Act

By E.J. Perkins

Policy Analyst

Morrison Institute for Public Policy

Proposition 204, also known as the Quality Education and Jobs Act, is a citizen initiative that would make permanent a 1-cent sales tax increase Arizona voters approved in 2010 as a temporary measure. The 2010 referendum raised the state sales tax rate to 6.6 percent, from 5.6 percent. The higher levy, which would remain the same under Prop 204, is set to expire in 2013.<sup>1</sup>

Beginning in fiscal year 2014, the permanent sales tax – projected to raise at least \$1 billion annually – would earmark funds for education programs, human services and infrastructure projects related to public transportation.<sup>2</sup> However, about 80 percent of the sales tax would go to education.<sup>3</sup>

Specifically, Prop 204 would require the Legislature to increase certain components of the school finance formula each year<sup>4</sup> and mandate the following:

#### Arizona sales tax rates

The Arizona sales tax rate for retail purchases is 6.6 percent (effective June 1, 2010). However, the average combined sales tax in Arizona at the start of 2012 – adding up state, county, city and tribal taxes – was 9.12 percent, second only to Tennessee's average rate of 9.45 percent.

Source: Arizona Department of Revenue

- Funding levels for K-12 schools and state universities cannot be reduced below the levels for fiscal year 2011-12 or 2012-13, whichever is greater.
- Limits on school district bonds and overrides cannot be below those in effect for 2012.
- Vehicle license tax and related highway user revenues cannot be diverted for any other purpose.
- Sales tax base cannot be adjusted in a way that causes the amount of sales tax collected to be less than the amount collected in the prior year, plus 6 percent, unless there is a corresponding change in the tax base that results in no reduction in the amount of sales tax collected.

- The Legislature cannot adjust the new tax increase disbursements under any circumstances.
- An independent third-party audit of fund distributions must be conducted every five years for all distributions.<sup>5</sup>

Prop 204 would proportionally distribute the first \$1 billion of the sales tax revenue to seven designated “funds” annually, plus up to \$125 million to the state general fund for inflation adjustments needed by the K-12 school system.

Projected fund allocations are:

- \$500 million for the “quality education and performance fund” to assist K-12 schools comply with assessment and accountability rules
- \$100 million for the “state infrastructure fund” to boost public transportation and road-building projects
- \$100 million in federal matching funds for the “family stability and self-sufficiency fund” to support families living below the federal poverty level
- \$90 million for the “education accountability and improvement fund” (an existing program) to help K-12 schools meet academic performance and teacher training requirements
- \$50 million to the “university scholarship, operations and infrastructure fund” to assist resident students with tuition costs and state universities with infrastructure expenses.<sup>6</sup>
- \$10 million to the “education learning and accountability fund” to modernize a statewide database system to track student and teacher performance
- \$25 million to the “children's health insurance program fund” (an existing program) to defray costs for publicly funded health care programs aiding poor children under age 19

After allocating the first \$1 billion, surplus monies would be distributed as follows:

- 33 percent to K-12 schools based on the of children in reduced price lunch programs
- 23 percent to community colleges and Indian tribal postsecondary institutions to support scholarship and technical training programs
- 9 percent to joint technical education districts to support career and vocational training
- 2 percent to fund adult education programs
- 22.5 percent to the “university scholarship, operations and infrastructure fund,” and 11 percent to the “state infrastructure fund.”<sup>7</sup>

Proponents of Prop 204 include Democratic legislators, public school groups, and a coalition of business contractors. Opponents to the initiative include Republican legislative leaders, tax reform advocates, and conservative pro-growth advocacy groups.<sup>8</sup>

Supporters argue that the measure would provide dedicated revenues for educational institutions,

prevent the Legislature from cutting K-12 funding, ensure continued support for public safety personnel and projects, and create jobs by subsidizing public transportation infrastructure projects. Supporters also say Prop 204 will encourage governmental transparency and performance-linked accountability through its mandated five-year audit cycle.

Opponents call Prop 204 “ballot-box budgeting” and regard the permanent levy as both unwieldy and unwise since it can only be altered by referendum.

Critics, including Governor Jan Brewer, also say the measure handcuffs the Legislature in deciding how to budget and set spending priorities under constantly evolving economic conditions. Moreover, some opponents question the constitutionality of Prop 204 because it potentially interferes with the state’s budget-making process.

## Yes on Proposition 204

Proponents of Prop 204 include most Democratic legislators, Democratic candidates for state office, public school advocacy groups, business alliances (primarily contractor and builder groups), and university student associations. Agitation for the initiative stemmed in large part from the perceived inability of lawmakers to adequately fund K-12 education due to shortsightedness and misguided priorities.

Backers note that Arizona has led the nation in cuts to K-12 schools in every year since 2008, eliminating some \$1 billion in funding.<sup>9</sup> In their view, Arizona lacks a long-term, dedicated, stable revenue source for education. Moreover, proponents believe Arizona's economy hinges on a competitive workforce that only a well-financed, accountable education system can produce. To this end, supporters say Prop 204 would prevent cuts to education by creating a funding floor that the Legislature cannot reduce.<sup>10</sup>

“This initiative will provide something we haven’t had in this state, which is a dedicated source of revenue for education,” said Quality Education and Jobs Act chairwoman Ann-Eve Pedersen. “I think this is a once-in-a-generation opportunity to provide for our students and our families in Arizona.”

Pedersen added that unlike Prop 100, which did not designate funds specifically for education, Prop 204 would ensure “funding will go exactly where voters say it’s going to go.”<sup>11</sup>

### Arizona per pupil spending

	Arizona / National Average)
Total:	\$7,848 / \$10,615
Instruction:	\$4,381 / \$6,478
Support services:	\$3,060 / \$3,711
State aid per \$1,000 of state personal income: \$15 / \$22	
Local aid per \$1,000 of state personal income: \$19 / \$22	

Source: 2010 figures from U.S. Census Bureau

Supporters say the measure also tackles other critical issues in the educational realm they believe legislators have neglected or mishandled. This includes heavy investment in K-12 reading proficiency programs, teacher training and instructional reforms, improvement plans for failing schools, vocational programs, college scholarships, university infrastructure, and new technology tools that enhance classroom environments and track performance.

Prop 204 supporters also argue that the initiative would help fund many reforms pushed by Governor Brewer, including the statewide performance database that the governor desires. Pedersen noted \$10 million would be earmarked for that project under Prop 204. “We want to make sure there are resources to support some of the rigorous reforms that have already come online or are coming online,” Pedersen said.<sup>12</sup>

Although about 80 percent of sales tax proceeds would go to education, Prop 204 supporters say the rest will be allocated to help fund the state’s social safety net and shore up critical infrastructure projects. Proponents argue that this two-pronged approach, linked to education, is key to job creation and Arizona’s economic growth.

Specifically, Prop 204 would restore funding to KidsCare (a health insurance program aimed at children living in poverty) and create a “Family Stability Fund” to help children who are hungry, homeless or not safe at home. Backers say these programs will help kids of the working poor come to school healthy and ready to learn.

Additionally, proponents argue that the permanent penny tax would generate needed revenues for transportation infrastructure – road, rail, and public transit – thereby making Arizona “more competitive in attracting companies and jobs that require a high-quality work force.”<sup>13</sup> Specifics include funding for highway improvement as well as transportation-related bonding, public-private partnerships, wildlife improvement projects and environmentally sensitive designs.

## **No on Proposition 204**

Opponents to Prop 204 include Republican legislative leaders, Republican candidates for state office, a business-backed taxpayers group and conservative pro-growth advocacy groups. Although opponents object to the initiative on multiple fronts, their principal worry concerns earmarking tax revenues outside of the normal legislative appropriations process. Opponents argue that governance by plebiscite handcuffs lawmakers’ ability to respond to the state’s changing demands.

Critics such as the Arizona Tax Research Association (ATRA) charge that “ballot box budgeting” puts the state on a slippery slope since the tactic overrides the main function of both the Legislature and Governor – establishing “budget priorities within available revenues and economic conditions.”

Further, ATRA Chairwoman Lyn White noted that “removing policymakers’ authority to make changes to the various statutes governing K-12 school finance presumes there will never be a legitimate policy reason to change those laws. That is both shortsighted and irresponsible.”<sup>14</sup>

Prop 204 would in fact remove legislative discretion over vehicle license tax and related highway user revenues, and checks the Legislature’s authority to make changes in K-12 funding levels, school overrides and bonds in perpetuity.<sup>15</sup>

One liberal-leaning observer noted: “I broadly support the goals of this initiative, but deplore the method. ... How were (Prop 204 disbursement) amounts decided? Did the stakeholders have any input? I sincerely doubt it. And that’s the problem with budgeting by initiative: lack of

transparency and responsiveness to changing conditions and (constituent or state) needs. ... Every time a change is made (decision makers will) end up in court or asking the voters for more input.”<sup>16</sup>

Indeed, most opponents applaud the goal of reforming education and find it worrisome that Arizona ranks near the bottom of all states in spending per pupil – \$7,848 versus \$10,615 nationwide, according to the U.S. Census Bureau. However, critics doubt Prop 204 will be a “game changer” and argue that it simply throws money at the problem without providing accountability for results.

“To permanently cut a check of about a billion dollars a year without meaningful accountability safeguards is not the best way to proceed,” argued Glenn Hamer, Arizona Chamber President and CEO. “I think reform works best when dollars are tied to (student or teacher) performance. There is no real distinction between high and low-performing schools in this proposal.”

Pedersen, who chairs the initiative effort, conceded that Prop 204 would distribute most funds regardless of performance.<sup>17</sup>

Many opponents also question the wisdom of essentially freezing the sales tax base in a state already burdened with a high average combined sales tax rate (currently at 9.12 percent). On top of the permanent tax hike, critics fear the loss of fiscal flexibility since the Voter Protection Act of 1998 is viewed by some as giving Prop 204 the practical effect of a constitutional amendment.<sup>18</sup> Moreover, tax reform advocates say the measure could create a barrier to efforts to fix what they regard as an antiquated sales tax code.

Lastly, some observers are skeptical about the constitutionality of Prop 204. They note that the Arizona Constitution (Article IV, Part 1, Section 1) does not allow a law to be referred to the voters if it is “immediately necessary ... for the support and maintenance of the departments of the state government and state institutions.”<sup>19</sup> In *Wade v. Greenlee County* (1993), the Arizona Court of Appeals interpreted this provision as prohibiting citizens from referring a tax increase that was necessary to the functioning of state government, according to the *Verde Independent*.<sup>20</sup>

## Impact

A “yes” vote would make permanent a 1-cent state sales tax increase that Arizona voters approved in 2010 as a temporary measure. The current rate of 6.6 cents on the dollar would remain the same.

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<sup>1</sup> Proposition 100, approved by special referendum in May 2010, temporarily raised the Arizona state sales tax by 1 cent per dollar to resolve a budgetary crisis. Proceeds went to education, social services, and public safety via the state general fund. The state sales tax was raised to 6.6 percent, up from 5.6 percent, until 2013, at which point it would be automatically repealed per Article IX of the Arizona Constitution. See Pitzl, Mary Jo (5/19/10), “Early election results point to passage of Prop 100”. See also Garrett, Linda (4/12/10), “Big crowd shows up to debate prop 100,” KGUN 9.

<sup>2</sup> Initiative Measure I-16-2012, filed to Arizona Secretary of State, 3/9/12. Also see Legislative Council Analysis I-16-2012. An initiated state statute is a proposed law by citizens that a state can adopt via the ballot initiative process. In Arizona, groups collect the required number of signatures and submit the measure to the Secretary of State for vetting. Once certified, it is placed on the ballot for a general vote. Arizona is one of 22 states that allow citizens to proposed new state statutes via initiative.

- <sup>3</sup> Quality Education and Jobs Supporting I-16-2012. [www.qualityeducationandjobs.com/the-facts/](http://www.qualityeducationandjobs.com/the-facts/)
- <sup>4</sup> The State Equalization Formula is used to determine state funding to school districts and Charters. The formula serves two purposes: the state aid payment calculation and the budget expenditure limit for districts. See "The Equalization Formula for Funding School Districts and Charters in the State of Arizona," Department of Education, 12/20/2010. [www.ade.az.gov/schoolfinance/FAQs/Funding/Equalization%20Formula%20Funding.pdf](http://www.ade.az.gov/schoolfinance/FAQs/Funding/Equalization%20Formula%20Funding.pdf)
- <sup>5</sup> According to the Legislative Council analysis there is no state audit required for the children's health insurance program fund, the family stability and self-sufficiency fund, the state general fund and to Indian tribal postsecondary educational institutions.
- <sup>6</sup> The proposition fails to define who qualifies as a "resident" for purposes of the scholarships, according to the Legislative Council. See JBLC analysis, *supra*, note 1.
- <sup>7</sup> Legislative Council Analysis, *supra*, note 2.
- <sup>8</sup> "Arizona ballot measure for 1-cent sales tax headed to court," Associated Press, 8/13/12.
- <sup>9</sup> Howard Fischer, "Report: Arizona 48th in education spending," *East Valley Tribune/Capitol Media Services*, June 22, 2012. Also see "Public Education Finances: 2010," G10-ASPEF, Governments Division Reports (Mark Dixon), issued June 2012. <http://www2.census.gov/govs/school/10f33pub.pdf>. The census data show that Arizona spent \$420 per pupil on administrative expenses, compared to the national average of \$774 in 2010.
- <sup>10</sup> Fact Sheet, Quality Education and Jobs in Support of Prop 204: [www.qualityeducationandjobs.com/the-facts/](http://www.qualityeducationandjobs.com/the-facts/)
- <sup>11</sup> Editorial, "Initiative seeks to extend tax increase," *Daily Wildcat*, University of Arizona, 3/21/12.
- <sup>12</sup> QEJA fact sheet, *supra* at note 10.
- <sup>13</sup> Jeremy Duda, "Group files ballot measure for 1-cent sales tax hike," *Arizona Capitol Times*, 3/9/12.
- <sup>14</sup> "ATRA Opposes Sales Tax Initiative," press release, Arizona Tax Research Association, 6/18/12.
- <sup>15</sup> Legislative Council Analysis, *supra*, note 2.
- <sup>16</sup> Michael Bryan, "Ballot Propositions and Referenda for 2012 Voter Guide," Blog for Arizona, 7/28/12.
- <sup>17</sup> Howard Fischer, "State chamber voices opposition of 1-cent sales tax ballot," Capitol Media Services, 7/14/12.
- <sup>18</sup> The Voter Protection Act, also known as Proposition 105, appeared as a ballot measure to "Amend the Constitution Relating to Initiative and Referendum" (Article IV, Part 1, Section 1) for the 1998 election, where it was approved. The measure was intended to prevent the legislature or governor from tampering with laws created by the voters through the citizen initiative. See Arizona Voter Protection - Proposition 105 (1998), Lucy Burns Institute (Ballotpedia), 20 April 2012. See also 1998 Ballot Propositions, Arizona Secretary of State: [www.azsos.gov/election/1998/General/ballotmeasures.htm](http://www.azsos.gov/election/1998/General/ballotmeasures.htm). See also Briefing Paper: Majority Rule (Prop 105), Arizona Tax Research Association, Retrieved 8/12/12. [http://www.arizonatax.org/sites/default/files/publications/ballot\\_measures/2008prop105.pdf](http://www.arizonatax.org/sites/default/files/publications/ballot_measures/2008prop105.pdf)
- <sup>19</sup> Arizona Constitution, Article IV, Part 1, Section 1, ¶ 2-3. To wit: Referendums may not repeal laws "immediately necessary for the preservation of the public peace, health, or safety, or for the support and maintenance of the departments of the state government and state institutions."
- <sup>20</sup> Steve Ayers, "Camp Verde tax referendum not referable, says town," *Verde Independent*, 6/4/12: *Wade v. Greenlee County*, involved a sales tax enacted by Greenlee County Board of Supervisors to cover existing government programs. In 1993, the appeals court (upholding a lower court) held that the state constitution does not allow a law to be referred to the voters if it is "immediately necessary" for the "support" of state government. The court reasoned that if referendums were permitted for laws meant to "support" state government, and that once the referendum was filed the law could be put on hold for over a year, then the 5 percent of the voters who signed petitions could effectively bring government to a halt until the next election. "That risk of abuse has led our courts to construe strictly the requirement necessary to require referral," wrote Chief Judge C. J. Livermore. See also *Wade v. Greenlee County* (1993), 844 P. 2d 629, 173 Ariz. 462 - Arizona Court of Appeals, 2nd Div.

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