

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

DATE: April 26, 2012

TIME: Executive Session 6:30 p.m.
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. SPECIAL MEETING

A. Call to Order and Roll Call

B. Adoption of the Amended Special Meeting Agenda

Motion _____ Second _____ Vote _____

II. CALL FOR EXECUTIVE SESSION

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

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

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

Motion _____ Second _____ Vote _____

III. RECESSING OF SPECIAL MEETING FOR EXECUTIVE SESSION

IV. EXECUTIVE SESSION – GENERAL FUNCTIONS

A. Call to Order and Roll Call

B. Confidentiality Statement

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

IV. EXECUTIVE SESSION – GENERAL FUNCTIONS (continued)

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

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

V. RECESSING OF EXECUTIVE SESSION FOR REGULAR MEETING

VI. REGULAR MEETING

A. Call to Order and Roll Call

B. Moment of Silence and Meditation

C. Pledge of Allegiance

D. Adoption of the Amended Regular Meeting Agenda

Motion _____ Second _____ Vote _____

E. Approval of the Minutes

1-9

It is recommended that the Governing Board approve the Minutes of the April 12, 2012 Executive Session, Regular Meeting and Executive Session (Governing Board members in attendance were: Mr. Chris Maza, Mr. Bill Adams, and Mr. Aaron Jahneke. Governing Board member Ms. Clorinda Graziano participated telephonically for Agenda Item IV. – Executive Session and Agenda Item IX.B. – Discussion and Consideration of 2012-2013 Governing Board Budget. Governing Board member Ms. Tee Lambert was in attendance for Agenda Item XIV. – Executive Session.)

Motion _____ Second _____ Vote _____

F. Current Events: Governing Board and Superintendent

Shelly Alexander's Manzanita Head Start students will sing and perform a story that promotes literacy and language for preschoolers.

G. Special Recognition

- Special recognition of Antonio Mlynek, Transportation Supervisor, received a "Best Practices Award" from the Arizona Association of School Business Officials (AASBO) on April 6, 2012 for safety awareness in student transportation. This award recognized Tony for coordinating a statewide public awareness program to increase the awareness of the need to stop when a school bus displays the stop sign and flashing lights. The program includes posters that can be ordered for display and television commercials that will be aired repeatedly before the start of school in August.

H. Public Participation**

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

VI. REGULAR MEETING (continued)

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

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

Motion _____ Second _____ Vote _____

VII. CONSENT AGENDA

- | | |
|--|-------|
| *A. Approval/Ratification of Vouchers | 10 |
| 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. | |
| *B. Personnel Items | 11-13 |
| Personnel items include resignations, terminations, requests for retirement or leave, recommendations for employment and position changes. | |
| *C. Public Gifts and Donations (The Value of Donated Items is Determined by the Donor) | 14 |
| 1. Lynn Boddy (in memory of her spouse) donated 10 violins with a value of \$1,297.70 for the benefit of violin students at Sunnyslope School. | |
| 2. Valley of the Sun United Way donated Little Tykes Young Explorer Computers with a value of \$5,599.98 for the benefit of the Head Start Program at Richard E. Miller Elementary School. | |
| 3. Valley of the Sun United Way donated Little Tykes Young Explorer Computers with a value of \$6,000.00 for the benefit of the Special Needs Preschool Program at Maryland School. | |
| 4. Scott Turner donated a check in the amount of \$3,000.00 for the benefit of students at Desert View Elementary School, Moon Mountain Elementary School, Mountain Sky Junior High School, Richard E. Miller Elementary School, and Royal Palm Middle School. | |
| *D. Out-of-County/State Field Trips | 15-18 |
| 1. Rebecca Opalka, Cholla Middle School, submitted an out-of-county/state field trip to Camp Pinerock, Prescott, AZ, April 30, 2012, for students in the 21 st Century Program at a cost of \$2,390.00. | |
| 2. Cindy Vermeer, Royal Palm Middle School, submitted an out-of-county/state field trip to Camp Pinerock, Prescott, AZ, April 30, 2012, for students in the 21 st Century Program \$2,308.00. | |
| *E. Award of Contract – RFP No. 11.032, Bond Underwriting Services to Piper Jaffray & Co. | 19-20 |
| *F. Award of Contract – RFP No. 11.033, Financial Consulting Services to Stone & Youngberg, a Division of Stifel Nicolaus | 21-22 |
| *G. Issue RFP for Specified Services – No. 12.002, Drug Testing Services and No. 12.003, Background Check Services | 23-24 |

VII. CONSENT AGENDA (continued)

- *H. Acceptance of the Virginia G. Piper Charitable Trust Grants in the Amount of \$41,000.00, the Grand Canyon Association Grant in the Amount of \$400.00 and the Thunderbird Foundation Grant in the Amount of \$1,500.00 25-27
- *I. Memorandum of Understanding with WestEd, Heller Research Associates and Washington Elementary School District 28-37

VIII. ACTION / DISCUSSION ITEMS

- A. Interest-Based Negotiations (IBN) Team's Recommendations for 2012-2013 (Sue Snyder) 38-96
Motion _____ Second _____ Vote _____
- B. Solar Services Agreement (SSA) With Tioga Solar Phoenix I, LLC (Cathy Thompson) 97
Motion _____ Second _____ Vote _____
- C. Arizona Public Service (APS) Solar Renewable Energy Credit Purchase Agreement (Cathy Thompson) 98-164
Motion _____ Second _____ Vote _____
- D. 2012-2013 School and Employee Calendars and the Calendar Framework for 2013-2015 (Janet Sullivan) 165-181
Motion _____ Second _____ Vote _____
- E. Discussion and Consideration of 2012-2013 Governing Board Budget (Dr. Susan J. Cook) 182-183
Motion _____ Second _____ Vote _____

IX. INFORMATION / DISCUSSION ITEM

- A. Teacher and Principal Evaluation Process Update (Sue Snyder) 184-191

X. FUTURE AGENDA ITEMS

XI. GOVERNING BOARD AND SUPERINTENDENT ACKNOWLEDGMENTS

XII. RECONVENING OF REGULAR MEETING

XIII. 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: EXECUTIVE SESSION, REGULAR MEETING AND
EXECUTIVE SESSION**

2011-2012

April 12, 2012

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

I. SPECIAL MEETING

A. Call to Order and Roll Call

Mr. Maza called the meeting to order at 6:17 p.m. Governing Board members constituting a quorum were present: Mr. Chris Maza, Mr. Bill Adams, and Mr. Aaron Jahneke. Ms. Clorinda Graziano and Mrs. Tee Lambert were not in attendance. (Ms. Graziano participated telephonically for Agenda Item IV. – Executive Session and Agenda Item IX.B. – Discussion and Consideration of 2012-2013 Governing Board Budget.) (Mrs. Lambert joined the meeting at 8:06 p.m. during Agenda Item XIV. - Executive Session.)

B. Adoption of the Special Meeting Agenda

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

UNANIMOUS

II. CALL FOR EXECUTIVE SESSION

UNANIMOUS

Call for Executive Session: Pursuant to A.R.S. §38-431.03 – A.3 and A.4

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

- A.3 and A.4 – Discussion or consultations with the attorneys for the public body for legal advice and in order to consider its position and instruct its attorneys regarding the public body's position regarding pending litigation or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation – specifically regarding RFQ No. 11.030.

A motion was made by Mr. Adams to call for an Executive Session. The motion was seconded by Mr. Jahneke. The motion carried.

III. RECESSING OF SPECIAL MEETING FOR EXECUTIVE SESSION

IV. EXECUTIVE SESSION – GENERAL FUNCTION

A. Call to Order and Roll Call

B. Confidentiality Statement

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

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C. Discussion under A.R.S. §38-431.03 – A.3 and A.4

- A.3 and A.4 – Discussion or consultations with the attorneys for the public body for legal advice and in order to consider its position and instruct its attorneys regarding the public body's position regarding pending litigation or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation – specifically regarding RFQ No. 11.030.

V. **RECESSING OF EXECUTIVE SESSION FOR REGULAR MEETING**

VI. **REGULAR MEETING – GENERAL FUNCTION**

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

Mr. Maza called the meeting to order at 7:02 p.m. Governing Board members constituting a quorum were present: Mr. Chris Maza, Mr. Bill Adams, and Mr. Aaron Jahneke. Ms. Clorinda Graziano and Mrs. Tee Lambert were not in attendance. (Ms. Graziano participated telephonically for Agenda Item IV. – Executive Session and Agenda Item IX.B. – Discussion and Consideration of 2012-2013 Governing Board Budget.) (Mrs. Lambert joined the meeting at 8:06 p.m. during Agenda Item XIV. - Executive Session.)

B. **Moment of Silence and Meditation**

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

C. **Pledge of Allegiance**

Mr. Maza led the Pledge of Allegiance.

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

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

UNANIMOUS

E. **Approval of the Minutes**

A motion was made by Mr. Jahneke that the Governing Board approve the Minutes of the March 8, 2012 Regular Meeting and Executive Session. The motion was seconded by Mr. Adams. The motion carried.

UNANIMOUS

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

Mr. Jahneke shared that he enjoyed attending the District Honor Band Concert at Palo Verde Middle School. Mr. Jahneke advised that Ms. Graziano also attended the event.

Mr. Adams shared that he enjoyed visiting with Principal, Carol Patterson, and Assistant Principal, Jill Sarraino, at Palo Verde Middle School. Mr. Adams stated that the campus looked great and the morale was good.

Mr. Adams acknowledged the Arroyo Inc. Goes to Biztown event. He was sorry he was not able to attend, but saw the posting on Facebook and thanked everyone for their efforts.

Mr. Maza acknowledged the attendance of Glendale Union High School Board Member, Ms. Pam Reicks.

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Mr. Maza also acknowledged the attendance of Mr. Michael Taylor who donated materials to build a brick patio by the library at Abraham Lincoln Traditional School for his Eagle Scout project. Mr. Taylor introduced his mother, Ms. Susan Taylor, who is an after-school program teacher at Tumbleweed Elementary School.

Dr. Cook introduced Cholla Middle School Principal, Phil Garitson who, in turn, introduced music teachers, Elizabeth Knudtson and Darrin Squire (co-directors of the Cholla Jazz Band). Mr. Garitson advised that the Cholla Jazz Band was funded through the 21st Century Grant and introduced the 21st Century Coordinator, Becky Opalka. The Cholla Jazz Band performed several numbers with two Mountain Sky Junior High School students assisting with the drums. Each student was presented with a certificate.

G. Public Participation

There was no public participation.

H. Approval of the Consent Agenda

UNANIMOUS

Mr. Jahneke requested that Item *VII.G. – Submission of the Arizona Department of Education 21st Century Community Learning Center Grants on Behalf of the District in the Amount of \$3,570,000.00 be pulled from the Consent Agenda for separate consideration.

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

VII. 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. Michael Taylor from Boy Scout Troop 124 donated bricks, concrete, and bushes with an approximate value of \$560.00 to be used to build a brick patio by the library for the benefit of students at Abraham Lincoln Traditional School (Eagle Scout project).
2. Kroger (Fry's Food Stores) donated a VIP Shopper's Card commission check in the amount of \$500.00 to be used for the benefit of students at Desert Foothills Junior High School.
3. Feed the Children donated supplies with an approximate value of \$11,231.80 to the Social Services Department for the benefit of students receiving services under the McKinney-Vento Program.
4. Lookout Mountain Parent Teacher Organization donated a Toshiba laptop, HP printer and scanner, toner, and Sibelius 7 music notation software with an approximate value of \$1,130.00 to be used by the music department at Lookout Mountain Elementary School.

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5. Lookout Mountain Parent Teacher Organization donated an Accucut die cut machine, a large alpha die cut set, a small alpha die cut set, and assorted die cuts with an approximate value of \$2,500.00 for the benefit of students and staff at Lookout Mountain Elementary School.
6. Lookout Mountain Parent Teacher Organization donated six Avermedia Avervision F30 Flexarm document cameras, six NEC 2600 Lumen projectors, and six Avermedia Avervision F50 document cameras with an approximate value of \$6,708.00 for the benefit of students at Lookout Mountain Elementary School.
7. SPICE (Mountain Sky Parent Organization) donated a check in the amount of \$9,739.25 to pay for stipends for events such as the Jumpstart Program, a seventh grade transition program, for the benefit of students at Mountain Sky Junior High School.
8. Kroger (Fry's Food Stores) donated a VIP Shopper's Card commission check in the amount of \$500.00 to be used for the benefit of students at Mountain View School.
9. Arizona State University (Ira A. Fulton Schools of Engineering) donated a check in the amount of \$900.00 to be used by teachers to supplement and enhance students' math and science learning at Sahuaro Elementary School.
10. Medical Staff of John C. Lincoln Hospital donated a check in the amount of \$2,500.00 to be used for the benefit of students at Sunnyslope School.

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

UNANIMOUS

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

1. Kathryn Schene, Sahuaro Elementary School, submitted an out-of-county/state field trip request to Kelly Place, Cortez, CO, September 23-27, 2012, for MAP students in grades 4-6, at a cost of \$24,606.00.

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

UNANIMOUS

Approved the Out-of-State Travel as presented.

1. Mark Stephen Kaiser, Teacher/Principal, Emmaus Lutheran School, to attend the National Leadership Conference, June 24-29, 2012, in Waukesha, WI, at a cost of \$824.00.
2. Dawna Underwood, Elementary Principal, and Cheree Burleson, Elementary Lead Teacher, Northwest Christian School, to attend the Love and Logic Skills for Home/School/Life, June 13-17, 2012, in Denver, CO, at a cost of \$3,270.00.

- *F. Acceptance of the Arizona Department of Education 21st Century Community Learning Centers/Arizona Diamondbacks Grants in the Amount of \$80,000.00, the Washington Education Foundation Grants in the Amount of \$9,989.90, the National Park Service Grant in the Amount of \$1,050.00, the Grand Canyon Association Grant in the Amount of \$400.00, the Renewal of the First Things First Grant in the Amount of \$150,000.00 and the School Safety Program Grants in the Amount of \$1,141,024.00**

UNANIMOUS

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- *G. Submission of the Arizona Department of Education 21st Century Community Learning Center Grants on Behalf of the District in the Amount of \$3,570,000.00 **UNANIMOUS**

Mr. Jahneke commended everyone responsible for the submission of the grants which will greatly benefit the students, if awarded.

A motion was made by Mr. Jahneke that the Governing Board approve the submission of the Arizona Department of Education 21st Century Community Learning Center grants on behalf of the District in the amount of \$3,570,000.00 and authorize the Superintendent to sign all necessary documents. The motion was seconded by Mr. Adams. The motion carried.

- *H. Issue RFP No. 11.034 for Specified Services – Educationally Related Mental Health Services **UNANIMOUS**

- *I. Award of Contract – RFP No. 11.020, On-line Resources to Support Social Studies to ProQuest in an Amount Not to Exceed \$9,200.00 **UNANIMOUS**

- *J. Extension and Renewal of Annual Contracts for Specified Goods and Services **UNANIMOUS**

- *K. Annual Intergovernmental Cooperative Purchase Agreements with the Greater Phoenix Purchasing Consortium of Schools (GPPCS) **UNANIMOUS**

- *L. Acceptance of E-rate Funds **UNANIMOUS**

VIII. ACTION / DISCUSSION ITEMS

- A. Intent to Grant a Public Utility Easement to Southwest Gas Company** **UNANIMOUS**

Dr. Cook advised that there was a need to ask the Board to approve the issuance of a letter of intent to allow the District to have an easement for Southwest Gas. Dr. Cook introduced Ms. Cathy Thompson who explained the details to the Board.

Ms. Thompson advised the Board that the 55 foot right of way easement at Lookout Mountain Elementary School that they approved to abandon on January 26, 2012 provided more flexibility on the construction site. During the process to abandon the existing right of way easement, it was found that the existing Southwest Gas line was within the proposed abandoned right of way. It was determined that the best option to resolve the issue was to grant an easement to Southwest Gas.

A motion was made by Mr. Jahneke that the Governing Board approve the issuance of a letter of intent to grant the proposed easement to Southwest Gas and authorize the Superintendent to execute the letter of intent on behalf of the Governing Board. The motion was seconded by Mr. Adams. The motion carried.

- B. Adjacent Ways Budget and Levy of Taxes for Fiscal Year 2012-2013** **3-0 AYE**

Dr. Cook advised that Adjacent Ways is presented to the Board each year separate and apart from the overall budget. Dr. Cook introduced Ms. Cathy Thompson to provide suggestions for the Adjacent Ways funds.

Ms. Thompson stated that the District tries to maximize the utilization of bond monies. Ms. Thompson advised that there were several projects in the District that incorporated allowable expenditures from the Adjacent Ways fund. She stated that the District keeps in mind the Board's interest in regard to debt service and levying taxes and takes a conservative approach to only utilize Adjacent Ways funds when needed for allowable additional costs on projects. Therefore, the District is recommending an additional levy of \$100,000.00 for portions of the Lookout Mountain rebuild.

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Mr. Adams asked if the rate charged to the taxpayers would be more or less than last year. Ms. Thompson replied that last year's tax levy was approximately \$400,000.00 at a cost of approximately \$3.00 per year for a home valued at \$100,000.00. The recommendation for the tax levy of \$100,000.00 this year will be less than last year at a cost of approximately \$1.00 per year for a home valued at \$100,000.00.

A motion was made by Mr. Maza that the Governing Board approve the levy for Adjacent Ways funding for the 2012-2013 fiscal year in the amount of \$100,000.00. The motion was seconded by Mr. Jahneke. A roll call vote was requested. The motion carried 3-0.

C. Work Furlough

UNANIMOUS

Dr. Cook advised the Board that last year IBN recommended two work furlough days for employees, December 23, 2011 and May 28, 2012. The District implemented a work furlough day on December 23, 2011. Dr. Cook stated that it was fiscally responsible to recommend not taking the second work furlough day on May 28, 2012 (Memorial Day) and designate it as a regular, paid holiday for employees.

A motion was made by Mr. Adams that the Governing Board designate May 28, 2012 as a regular, paid holiday. The motion was seconded by Mr. Jahneke. The motion carried.

D. Community Use of School Facilities Fee Structure for Fiscal Year 2012-2013

UNANIMOUS

Dr. Cook advised the Board that each year they are offered the community use of school facilities fee schedule with the understanding that the Superintendent has the authority to waive fees that are deemed appropriate based on former Board action. Dr. Cook stated that there were no changes to the proposed fee structure from last year.

A motion was made by Mr. Adams that the Governing Board approve the 2012-2013 community use of school facilities fee schedule as presented, to take effect on July 1, 2012. The motion was seconded by Mr. Maza. The motion carried.

E. Arizona School Boards Association's Delegate Assembly Appointments and Legislative Agenda Proposals

UNANIMOUS

Dr. Cook advised the Board that each year there is an Arizona School Boards Association (ASBA) Delegate Assembly and the Board appoints a Delegate and Alternate Delegate to attend. In addition, Board members were asked to send the Superintendent suggestions for proposals as soon as possible for forwarding to ASBA.

Dr. Cook stated that subsequent to the preparation of this Agenda item, Mrs. Lambert was asked to serve on the Legislative Proposal Committee and she has accepted the responsibility. Dr. Cook did not believe that precluded her from serving as a Delegate representing the Governing Board at the Delegate Assembly.

Dr. Cook reported that Ms. Graziano advised her that she would be available to attend the Delegate Assembly. Ms. Graziano said she was not volunteering, however, was available.

Mr. Adams acknowledged his appreciation for Ms. Graziano and Mrs. Lambert volunteering to attend the Delegate Assembly.

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A motion was made by Mr. Maza that the Governing Board appoint Clorinda Graziano as the Delegate and Tee Lambert as the Alternate Delegate to the Arizona School Boards Association's Delegate Assembly to be held on June 30, 2012. The motion was seconded by Mr. Jahneke. The motion carried.

IX. INFORMATION / DISCUSSION ITEM

A. Change in Student Lunch Price

Dr. Cook advised the Board that they would be presented with an update regarding student lunch prices and introduced Ms. Connie Parmenter.

Ms. Parmenter stated that this was not an Action item because increasing lunch prices is a Federal requirement. The District is charging less than \$2.51 (amount of reimbursement for a free lunch) for a paid lunch and is required to either gradually increase prices or provide additional non-Federal support for its lunches. Ms. Parmenter advised that the District was currently charging \$1.50 for a student's paid lunch. In order to stay in compliance with the Regulation of section 205 of the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296), the District recommended an increase of \$.10 per meal bringing the paid lunch price for students to \$1.60 for the 2012-2013 school year.

Ms. Parmenter reported that the District never refuses a hot meal to a child, whether they have the money or not. She advised that the District has approximately 73% of its students on the free and reduced rate lunch program.

Mr. Adams asked when was the last time that the District increased its student lunch price. Ms. Parmenter replied the last student lunch price increase was 18 years ago.

Mr. Adams asked if the Board had to approve the recommendation. Dr. Cook responded that Board approval was not necessary as this was a requirement in order to stay in compliance with the law so that the District would not have to provide additional non-Federal support for its lunches.

B. Discussion and Consideration of 2012-2013 Governing Board Budget

Ms. Graziano telephonically joined the meeting for this Agenda item.

Dr. Cook advised the Board that the 2012-2013 Governing Board Budget was presented as an Information/Discussion item and would be presented as an Action item at the next Board meeting based on any input from the Board.

Mr. Adams stated he would like the Board to consider repositioning funds (with no increase to the overall budget) so that the Travel budget could be increased in order to allow Board members to attend functions for professional development.

Mr. Jahneke suggested looking at the Subscriptions budget to see if there were any subscriptions that could be stopped and the budget decreased.

Ms. Graziano asked Dr. Cook if there were still budget restrictions for District employees to travel out-of-state for conferences. Dr. Cook replied that she was correct except for private school out-of-state travel which is required by Federal law to be funded from Title II funds. Ms. Graziano asked if Dr. Cook anticipated any changes for next year to the out-of-state travel budget for employees. Dr. Cook responded that there was no intention to make any changes for next year at this time, pending availability of dollars. Ms. Graziano stated that if no one else was allowed to travel out-of-state, then Board members should also restrict out-of-state travel. Therefore, she was not in favor of increasing the Board's Travel budget.

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Mr. Adams stated that he had seen employee Travel requests on previous Agendas which may have been funded from grants, however, felt that it was money out of the District's budget. Dr. Cook advised that the only employees to travel out-of-state were ones who had a mandatory performance, e.g., asked by a national entity to be a presenter. She further stated that the only other travel requests were from private schools which the District is required by Federal law to provide from Title II funds.

Mr. Adams stated that he strongly believed that the Governing Board needed to get its own professional development and recommended an increase in the Board's Travel budget.

Mr. Maza stated that the current Travel budget was \$2,600.00 and asked how that amount was determined. Dr. Cook responded that the current Travel budget was based on the Board's travel trend for the last 3-5 years.

Mr. Maza asked if funds would be able to be moved if a travel request was made by a Board member and the Travel budget was insufficient to cover the expense. He also asked if prior notice would be required in order to transfer the funds. Dr. Cook replied that funds would be able to be moved upon the Board's request for Travel and no prior notice would be required.

The Board made the following recommendations:

- Reduce the overall budget by 5%-10%;
- No change to contingency funds, e.g., Legal Services, Elections, Printing and Binding;
- Increase Travel budget by approximately 5%;
- Review Dues and Fees budget;
- Review Subscriptions/Books budget.

Ms. Graziano ended the telephonic participation.

X. FUTURE AGENDA ITEMS

Mr. Adams requested consideration of out-of-state travel for employees for professional development.

XI. GOVERNING BOARD AND SUPERINTENDENT ACKNOWLEDGMENTS

Dr. Cook acknowledged and displayed a quilt made by fourth grade students at Lookout Mountain Elementary School with the assistance of their teacher, Ms. Amy Nicoloff, and their parents, to celebrate Arizona's 2012 Centennial. The quilt will be hung in a prominent location in the Administrative Center.

XII. CALL FOR EXECUTIVE SESSION

UNANIMOUS

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

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

- A.5 – Discussions or consultations with the designated representative of the public body in order to consider its position and instruct its representatives regarding negotiations with employee organizations regarding the salaries, salary schedule, or compensation paid in the form of fringe benefits of employees of the public body – specifically regarding the 2011 Interest-based Negotiation (IBN) process.

A motion was made by Mr. Adams to call for an Executive Session. The motion was seconded by Mr. Jahneke. The motion carried.

April 12, 2012

XIII. RECESSING OF REGULAR MEETING FOR EXECUTIVE SESSION

XIV. EXECUTIVE SESSION – GENERAL FUNCTION

A. Call to Order and Roll Call

B. Confidentiality Statement

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

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

- A.5 – Discussions or consultations with the designated representative of the public body in order to consider its position and instruct its representatives regarding negotiations with employee organizations regarding the salaries, salary schedule, or compensation paid in the form of fringe benefits of employees of the public body – specifically regarding the 2011 Interest-based Negotiation (IBN) process.

XV. RECONVENING OF REGULAR MEETING

XVI. ADJOURNMENT

UNANIMOUS

A motion was made by Mr. Jahneke to adjourn the meeting at 9:08 p.m. The motion was seconded by Mr. Adams. The motion carried.

SIGNING OF DOCUMENTS

Documents were signed as tendered by the Governing Board Secretary

BOARD SECRETARY

DATE

BOARD OFFICIAL

DATE

April 12, 2012

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO:	Governing Board	<u> X </u>	Action
		<u> </u>	Discussion
FROM:	Dr. Susan J. Cook, Superintendent	<u> </u>	Information
		<u> </u>	1st Reading
DATE:	April 26, 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 FY11/12 PAYROLL VOUCHERS (warrants for services and materials, payroll expense):

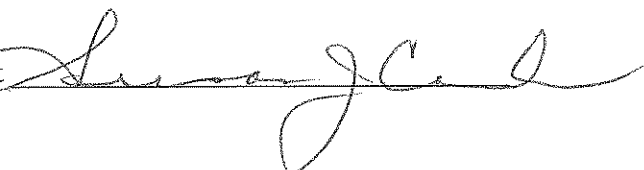
04/06/12	<u>2,646,279.62</u>
Totals:	<u>2,646,279.62</u>

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

03/29/12	20,434.31
04/04/12	110,119.22
04/05/12	771,109.03
04/11/12	<u>5,117,289.17</u>
Totals:	<u>6,018,951.73</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 *VII.A.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO:	Governing Board	<u> X </u>	Action
		<u> </u>	Discussion
FROM:	Dr. Susan J. Cook, Superintendent	<u> </u>	Information
		<u> </u>	1st Reading
DATE:	April 26, 2012		
AGENDA ITEM:	<u>*Personnel Items</u>		
INITIATED BY:	<u>Justin Wing, Director of Human Resources</u>	SUBMITTED BY:	<u>Justin Wing, Director of Human Resources</u>
PRESENTER AT GOVERNING BOARD MEETING:	<u>Justin Wing, Director of Human Resources</u>		
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:	<u>BBA</u>		

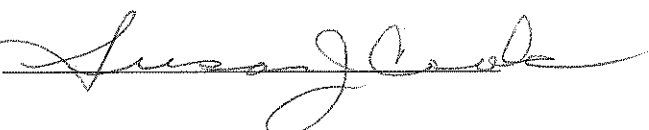
SUPPORTING DATA

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 *VII.B.

PERSONNEL ACTION RECOMMENDED

April 26, 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
-----------	-------	----------	----------	--------	------------------	----------------

Albin	Scott	Teacher-PE	Alta Vista	Resignation	23	5/31/2012
Apodaca	Delta	Teacher-Reading	Desert Foothills	Resignation	4	5/31/2012
Baker	Melanie	Teacher-Music	Tumbleweed	Resignation	7	5/31/2012
Blair	Cynthia	Speech Pathologist	Special Services	Resignation	6	5/31/2012
Calamia	Adrienne	Teacher-2nd Grade	John Jacobs	Resignation	2	4/13/2012
Jones	Julie	Program Coach	Palo Verde	Retirement-Smartschools	5	5/31/2012
Meeks-Schall	Pamela	Teacher-Reading	Desert Foothills	Resignation	1	5/31/2012
Rodriguez	Victor	Teacher-Social Studies	Cholla	Resignation	9 mo.	5/31/2012
Valdes	Luciano	Teacher-Science	Palo Verde	Resignation	3	5/31/2012
Wilson	Kelly	Teacher-Kindergarten	Sahuaro	Resignation	6 mo.	5/31/2012

C. FULL-TIME CLASSIFIED

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

Dahl	Brandon	Budget Coordinator	After School Programs	Resignation	2	4/27/2012
Lucero	Daniel	Custodian	Lookout Mountain	Retirement	14	6/29/2012
Mena	Beatriz	Office Technician	Manzanita	Resignation	6	6/12/2012
Staniscia	Cecilia	Office Technician	Desert View	Resignation	10	5/31/2012

D. PART-TIME CLASSIFIED

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

Avila	Gloria	Paraprofessional	Tumbleweed	Resignation	1	3/28/2012
Comon	Ruth	Food Service Leader	Cholla	Resignation	5	4/13/2012
Connor	Kenna	Food Service Clerk	Food Services	Leave of Absence for remainder of year		4/10/2012
Devenny	Tonya	Paraprofessional	Sunnyslope	Resignation	1	4/12/2012
Dixon	Jackie	Paraprofessional	John Jacobs	Resignation	8 mo.	4/13/2012
Dorhauer	Margaret	LPN	Shaw Butte	Resignation	1	3/15/2012
Falise	Carol	Food Service Helper	Desert Foothills	Resignation	1	5/18/2012
Gilber	Cora	Bus Assistant	Transportation	Resignation	3	4/13/2012
Granado	Paige	KidSpace Site Coordinator	Cactus Wren	Resignation	4	4/2/2012
Guerrero	Ana	Paraprofessional	Mountain View	Resignation	1	5/30/2012
Herrera	Marisela	HeadStart Support Instructor	Sunburst	Leave of Absence for FY 12-13		8/6/2012
Hinton	Annette	Crossing Guard	Alta Vista	Resignation	7 mo.	3/16/2012
Martin	Andrea	Bus Driver	Transportation	Resignation	6	5/30/2012
Newman	Alyssa	Special Ed. Assistant	Manzanita	Resignation	1.5	4/20/2012
Phillips	Veronica	KidSpace Assistant	John Jacobs	Resignation	7 mo.	3/16/2012
Riefkohl	Louis	Alternative Driver	Transportation	Resignation	1	3/30/2012
Sepulveda-Favela	Aaron	Paraprofessional	Cholla	Termination	3	4/12/2012

PERSONNEL ACTION RECOMMENDED

April 26, 2012

II. EMPLOYMENT

A. ADMINISTRATIVE

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
Brown	Susan	Principal	E	Moon Mountain
Davis	Enoch	Assistant Principal	E	Orangewood

B. CERTIFIED

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION	
Bordeau	Kim	Teacher-Special Education	E	To Be Placed	Letter of Intention
Carfagno	Mary	Teacher-Social Studies	E	Mountain View	Letter of Intention
Jackson	Gary	Teacher-Music	E	Ironwood	
Kennedy	Margaret	Teacher-Science	E	To Be Placed	Letter of Intention
Nguyen	Danielle	Teacher-Science	E	To Be Placed	Letter of Intention
Pennock	Amy	Teacher-Music	E	To Be Placed	Letter of Intention
Rachford	Megan	Teacher-Special Education	E	To Be Placed	Letter of Intention

C. FULL-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
Barraza	Robert	Public Safety Officer	E	Safety and Security
Guagliardo	Jennifer	NBA Assistant	E	Cholla
Shopmeyer	Angela	Social Worker	E	Washington

D. PART-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION	
Beltran	Melissa	Monitor	E	Chaparral	
Burnham	Brittney	Crossing Guard	E	Shaw Butte	
Feyma	Lisa	HeadStart Support Instructor	E	Sahuaro	Return from Leave of Absence
Giffin	Daniel	Bus Driver	E	Transportation	
Hernandez	Desiree	Bus Assistant	E	Transportation	
Howard	Athena	Bus Assistant	E	Transportation	
Jafari Dezfully	Maryam	Special Ed. Assistant	E	John Jacobs	Rescinding Leave of Absence Request
Macaluso	Jennifer	ELL Testing Specialist	E	Orangewood	
Marsh	Kelly	Personal Care Provider	E	Washington	
Stopp	William	Bus Driver	E	Transportation	
Wallace	Stefanie	Paraprofessional	E	Chaparral	
Ward	Natalie	KidSpace Assistant	E	John Jacobs	
Wilson	Lori	Monitor	E	Acacia	

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
 FROM: Dr. Susan J. Cook, Superintendent Discussion
 Information
 1st Reading
 DATE: April 26, 2012
 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. Lynn Boddy (in memory of her spouse) donated 10 violins with a value of \$1,297.70 for the benefit of violin students at Sunnyslope School.
2. Valley of the Sun United Way donated Little Tykes Young Explorer Computers with a value of \$5,599.98 for the benefit of the Head Start Program at Richard E. Miller Elementary School.
3. Valley of the Sun United Way donated Little Tykes Young Explorer Computers with a value of \$6,000.00 for the benefit of the Special Needs Preschool Program at Maryland School.
4. Scott Turner donated a check in the amount of \$3,000.00 for the benefit of students at Desert View Elementary School, Moon Mountain Elementary School, Mountain Sky Junior High School, Richard E. Miller Elementary School, and Royal Palm Middle 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 *VII.C.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
 FROM: Dr. Susan J. Cook, Superintendent Discussion
 Information
 1st Reading
 DATE: April 26, 2012
 AGENDA ITEM: *Out-of-County/State Field Trips
 INITIATED BY: Schools and Departments as Presented SUBMITTED BY: Administrative Services,
 Curriculum, Accounting and
 Purchasing Departments
 PRESENTER AT GOVERNING BOARD MEETING: Field Trip Sponsors
 GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA, IJOA and A.R.S. §15-341

SUPPORTING DATA

Funding Source: See Attached
 Budgeted: N/A

1. Rebecca Opalka, Cholla Middle School, submitted an out-of-county/state field trip to Camp Pinerock, Prescott, AZ, April 30, 2012, for students in the 21st Century Program at a cost of \$2,390.00.
2. Cindy Vermeer, Royal Palm Middle School, submitted an out-of-county/state field trip to Camp Pinerock, Prescott, AZ, April 30, 2012, for students in the 21st Century Program \$2,308.00.

SUMMARY AND RECOMMENDATION

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

Superintendent 

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

Agenda Item *VII.D.

Request for Out-of-County/State Field Trip

Date of Governing Board Agenda Item: 4/26/2012

School:	Cholla	Departure Date:	4/30/2012	Return Date:	4/30/2012
Destination of Field Trip:	Camp Pinerock, 1400 Pine Drive, Prescott, AZ				
# of Student Participants:	30	Grade Level(s):	7/8	# of Chaperones (1:8):	4
Cell Phone Number of Person Attending Trip:	602-885-6173	# of Additional Chaperones Needed (Over 1:8):	0		
Person Requesting Trip/Contact at Board Meeting:	Rebecca Opalka	# of Additional Adults - paying their own way:	0		

Summary of Event/Purpose:

This is a field trip to Camp Pinerock for 30 outstanding students from the 21st Century before and after school program. It will be a day of leadership skills, self-esteem building, and outdoor activities that require skill and movement.

Educational Use:

Physical Education: Strand 1, Concept 1. PO 1. Effectively employ age-appropriate fundamental movement skills in order to successfully participate in a variety of modified physical activities.

Physical Education: Strand 1 Concept 3, PO1, PO 1. Identify the critical elements of a skill.

Itinerary:

Date	Departure Site	Departure Time	Arrival Site	Arrival Time	Mode of Transportation	Phone Number for Hotel / Event Location
4/30/2012	Cholla	7:00 AM	Camp Pinerock 1400 Pine Drive, Prescott AZ 86303	9:00 AM	School Bus	928-445-8357
4/30/2012	Camp Pinerock	4:30 PM	Cholla	6:15 PM	School	928-445-8357

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

Overnight Chaperone Plan Attached: No

Principal Signatures:

Phil Garrison

4/10/2012

Additional Information

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

21st Century After School Academy funds and Washington Education Foundation grant funds were used to fund this trip. Students will not have to pay to participate.

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

Accommodations for students with special circumstances are needed: No

If yes, what accommodations are needed:

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

Is this the entire grade level: No

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

Is this a club or after-school class? Yes

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

Students must have excellent attendance and behavior in the after school program, or recommended by their after school teacher. We students from each of our morning and afternoon classes on our list of attendees.

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

No arrangements need to be made.

Chaperones:

Will substitutes be used for certified staff chaperoning the trip? Yes

If no, what are the arrangements for class coverage?

Name	Certified/Non-Certified/Parent	Class Coverage Needed	Chaperone(Additional adults paying own way are not considered chaperones.)
Rebecca Opalka	Certified	Yes	Yes
Deana Llewellyn	Certified	No	Yes
James Darling	Non-certified	No	Yes
Chelsea Goodwon	Non-certified	No	Yes

Academic Services Signature:

Natalie McWhorter

4/10/2012

Administrative Services Signature:

Lyn Bailey

4/10/2012

Out-of-County/State Field Trip Cost Sheet

IMPORTANT - MUST CHECK ONE																													
All out-of-state field trips MUST use District approved (contracted) travel agent. Quote should include all lodging, transportation, entry fees, travel agent fee, and food. Exception would be food individually purchased outside of quote or sack meals.	All out-of-county field trips must use District approved (contracted) charter buses if not using District owned buses.																												
This is an out-of-state field trip and travel agent quote is attached: No	This is an out-of-county field trip and charter bus quote is attached: No This is an out-of-county field trip using District buses: Yes																												
<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%; text-align: right;">\$</td><td>Travel Agent Quote</td></tr> <tr><td style="text-align: right;">\$</td><td>Travel Insurance (optional)</td></tr> <tr><td style="text-align: right;">\$</td><td>Substitute</td></tr> <tr><td style="text-align: right;">\$</td><td>Food</td></tr> <tr><td style="text-align: right;">\$</td><td>Other</td></tr> <tr><td style="text-align: right;">\$</td><td>Total Cost of Trip</td></tr> </table>	\$	Travel Agent Quote	\$	Travel Insurance (optional)	\$	Substitute	\$	Food	\$	Other	\$	Total Cost of Trip	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%; text-align: right;">\$ 0.00</td><td>Lodging</td></tr> <tr><td style="text-align: right;">\$ 300.00</td><td>Food:</td></tr> <tr><td style="text-align: right;">\$ 500.00</td><td>Transportation: District Buses</td></tr> <tr><td style="text-align: right;">\$ 1,500.00</td><td>Registration/Entry Fees</td></tr> <tr><td style="text-align: right;">\$ 0.00</td><td>Travel Insurance (optional)</td></tr> <tr><td style="text-align: right;">\$ 0.00</td><td>Other:</td></tr> <tr><td style="text-align: right;">\$ 90.00</td><td>Substitute Funding Source: 21st Century</td></tr> <tr><td style="text-align: right;">\$ 2,390.00</td><td>Total Cost of Trip</td></tr> </table>	\$ 0.00	Lodging	\$ 300.00	Food:	\$ 500.00	Transportation: District Buses	\$ 1,500.00	Registration/Entry Fees	\$ 0.00	Travel Insurance (optional)	\$ 0.00	Other:	\$ 90.00	Substitute Funding Source: 21st Century	\$ 2,390.00	Total Cost of Trip
\$	Travel Agent Quote																												
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\$ 0.00	Travel Insurance (optional)																												
\$ 0.00	Other:																												
\$ 90.00	Substitute Funding Source: 21st Century																												
\$ 2,390.00	Total Cost of Trip																												
Totals are estimates only, based on number of anticipated students/adults and are subject to change.																													

30 # Students Participating

of Chaperones: 4

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

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

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

- Auxiliary Operations (Fund 525 – fee based)
- Gifts & Donations (Fund 530 – donation based)
- X - Grant Washington Education Foundation (WEF)
- X - Other 21st Century
- PTA/PTO
- Student Activities (Fund 850 – fundraising based)
- Auxiliary Operations (Fund 525 – fee based)
- Tax Credit (Fund 526 – donation based)

Finance Signature	Elizabeth Martinez	4/10/2012
This expenditure was reviewed for compliance with designated and/or qualifying funding sources.		

Purchasing Signature	Howard Kropp	4/10/2012
This expenditure was reviewed for compliance with applicable procurement laws and regulations.		

Transportation Signature	Pam Randall	4/16/2012
This trip has been reviewed and approved for the use of District transportation.		

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: April 26, 2012 Information
AGENDA ITEM: *Award of Contract – RFP No. 11.032, Bond Underwriting Services to Piper Jaffray & Co. 1st Reading
INITIATED BY: Howard Kropp, Director of Purchasing SUBMITTED BY: Cathy Thompson, Director of Business Services
PRESENTER AT GOVERNING BOARD MEETING: Howard Kropp, Director of Purchasing
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: Bond
Budgeted: Yes

On February 23, 2012, the Governing Board approved the issuance of RFP No. 11.032. On February 28, 2012, the District issued RFP No. 11.032, Bond Underwriting Services. The purpose of this Request for Proposal is to obtain the services of a qualified firm for the purpose of underwriting any Class A, B, Override or Impact Aid Bonds the District elects to offer to the voters. The District feels these services should be provided by a separate vendor than our Financial Consultant to avoid any conflict of interest.

Twenty One (21) vendors were notified of the Proposal. Three (3) responsive, responsible proposals were received and opened on March 15, 2012. Cathy Thompson, Director of Business Services and David Velazquez, Director of Finance, evaluated the proposals and recommend Piper Jaffray & Co. for award. No school or department can spend more than is budgeted without prior approval from the Finance Department.

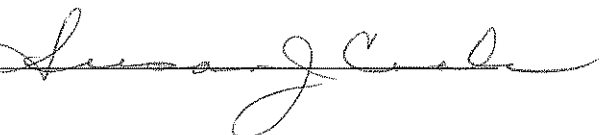
The award of this solicitation will result in a one (1) year contract, with the option to renew for four (4) additional years or portion thereof. Included is a provision for cancellation by the District with thirty (30) days prior written notice. Funding for this expenditure is included in the Bond sale budget and will be purchased on an as-needed basis.

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

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board award a contract regarding RFP No. 11.032, Bond Underwriting Services to Piper Jaffray & Co.

Superintendent



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

Agenda Item *VII.E.

Scoring Matrix: Grand Total Possible Points Available = 2000

Submitting Vendor	Grand Total Points Awarded
Piper Jaffray	1705
RBC Capital	1637
Wedbush Securities	1685

Evaluation

Representatives of the District will evaluate the proposals and score them based on the evaluation criteria listed below. If several proposals are very closely ranked, the District may call for interviews to assist in the decision making. In addition to interviews, the District reserves the option to call for and enter into discussions with the firms considered most likely to meet the requirements for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District.

This Request for Proposal shall be awarded to the most advantageous proposal to the district based upon the following evaluation criteria (listed in their relative order of importance):

1. Services to be Provided: (350 points)
2. Responsiveness of the offer to the RFP: (200)
3. Experience and Expertise of the Firm/Consultant: (150)
4. Value added services available: (150)
5. Cost of Services to be provided: (150)

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: April 26, 2012 Information
AGENDA ITEM: *Award of Contract – RFP No. 11.033, Financial Consulting Services to Stone & Youngberg, a Division of Stifel Nicolaus 1st Reading
INITIATED BY: Howard Kropp, Director of Purchasing SUBMITTED BY: Cathy Thompson, Director of Business Services
PRESENTER AT GOVERNING BOARD MEETING: Howard Kropp, Director of Purchasing
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: M&O
Budgeted: Yes

On February 23, 2012, the Governing Board approved the issuance of RFP No. 11.033. On February 28, 2012, the District issued RFP No. 11.033, Financial Consulting Services. The purpose of this Request for Proposal is to obtain the services of qualified consultants to provide services in the sale of General Obligation Bonds for a possible District bond issue. The financial consultant will also provide assistance to the District in the following: the purchase of bonds, sale of bonds, refinancing bonds, financial and tax advice, assistance in bond and override elections and other services as needed.

Twenty One (21) vendors were notified of the Proposal. Three (3) responsive, responsible proposals were received and opened on March 15, 2012. Cathy Thompson, Director of Business Services and David Velazquez, Director of Finance, evaluated the proposals and recommend Stone & Youngberg, a Division of Stifel Nicolaus for award. No school or department can spend more than is budgeted without prior approval from the Finance Department.

The award of this solicitation will result in a one (1) year contract, with the option to renew for four (4) additional years or portion thereof. Included is a provision for cancellation by the District with thirty (30) days prior written notice. Funding for this expenditure is included in the Bond sale budget and will be purchased on an as-needed basis.

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

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board award a contract regarding RFP No. 11.033, Financial Consulting Services to Stone & Youngberg, a Division of Stifel Nicolaus.

Superintendent



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

Agenda Item *VII.F.

Scoring Matrix: Grand Total Possible Points Available = 2000

Submitting Vendor	Grand Total Points Awarded
Piper Jaffray	1631
Stone & Youngberg	1660
Wedbush Securities	1560

Evaluation

Representatives of the District will evaluate the proposals and score them based on the evaluation criteria listed below. If several proposals are very closely ranked, the District may call for interviews to assist in the decision making. In addition to interviews, the District reserves the option to call for and enter into discussions with the firms considered most likely to meet the requirements for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District.

This Request for Proposal shall be awarded to the most advantageous proposal to the district based upon the following evaluation criteria (listed in their relative order of importance):

1. Services to be Provided: (350 points)
2. Responsiveness of the offer to the RFP: (200)
3. Experience and Expertise of the Firm/Consultant: (150)
4. Value added services available: (150)
5. Cost of Services to be provided: (150)

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: April 26, 2012 Information
AGENDA ITEM: *Issue RFP for Specified Services – No. 12.002, Drug Testing Services and No. 12.003, Background Check Services 1st Reading
INITIATED BY: Howard Kropp, Director of Purchasing SUBMITTED BY: Cathy Thompson, Director of Business Services
PRESENTER AT GOVERNING BOARD MEETING: Howard Kropp, Director of Purchasing
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA, DJE and ARS 15-213

SUPPORTING DATA

Funding Source: Various
Budgeted: Yes

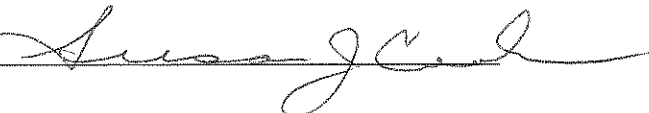
The purpose of requesting authorization to issue request for proposals (RFPs) is to obtain qualified firms to provide specified services required by the District. In this case, it is not practical or advantageous to procure these services by competitive sealed bidding because a bid does not allow the District to use a contract other than a fixed-price type, conduct oral or written discussions with offerors concerning technical and price aspects of their proposals, afford offerors an opportunity to revise their proposals, nor allow the District to compare the different price, quality, and contractual factors of the proposals submitted and award a contract in which price is not the determining factor.

Copies of the requests for proposal specifications associated with each of the services noted on the attached list will be available for review in the Purchasing Department.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board authorize the issuance of RFP – No. 12.002, Drug Testing Services and RFP No. 12.003, Background Check Services.

Superintendent



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

Agenda Item *VII.G.

***Issue RFP for Specified Services – No. 12.002, Drug Testing Services and No. 12.003, Background Check Services**

April 26, 2012

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RFPs to be issued during 2011-2012 with contracts beginning July 1, 2012, but are not limited to the following:

RFP #	Title	Department Budget	Estimated 2012-2013 Budget
12.002	Drug Testing Services	Human Resources	To be used as needed, if needed
12.003	Background Check Services	Human Resources	To be used as needed, if needed

12.002, Drug Testing Services

The purpose of this RFP is to obtain qualified firm(s) to provide substance use drug and/or alcohol testing services to be conducted for proposed new employees. Proposals for drug/alcohol testing should also include random testing for current employees. The current contract for these services expires June 30, 2012. This contract will be awarded to a single vendor.

12.003, Background Checks

The purpose of this Request for Proposal is to obtain a qualified firm to conduct pre-employment state and nationwide background investigations including:

- Misdemeanor and felony criminal charges and disposition
- Sex offender registration verification
- Social Security Verification
- 39-month driving record
- Civil Public Filings search

The current contract for these services expires June 30, 2012. The District intends to make a single award under this solicitation.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
 FROM: Dr. Susan J. Cook, Superintendent Discussion
 Information
 1st Reading
 DATE: April 26, 2012

AGENDA ITEM: *Acceptance of the Virginia G. Piper Charitable Trust Grants in the Amount of \$41,000.00, the Grand Canyon Association Grant in the Amount of \$400.00 and the Thunderbird Foundation Grant in the Amount of \$1,500.00

INITIATED BY: Dr. Steve Murosky, Director of Academic Support Programs SUBMITTED BY: Dr. Steve Murosky, Director of Academic Support Programs

PRESENTER AT GOVERNING BOARD MEETING: Dr. Steve Murosky, Director of Academic Support Programs

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: DDA

SUPPORTING DATA

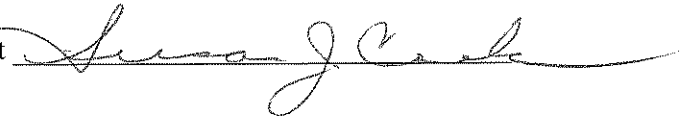
Funding Source: Grants
 Budgeted: Yes

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

Funder	Location	Amount	Purpose
Virginia G. Piper Charitable Trust	Acacia Elementary (N)	\$1,200.00	Clothing
Virginia G. Piper Charitable Trust	Alta Vista Elementary (N)	\$1,200.00	Clothing
Virginia G. Piper Charitable Trust	Arroyo Elementary (N)	\$1,200.00	Clothing
Virginia G. Piper Charitable Trust	Cactus Wren Elementary (N)	\$1,200.00	Clothing
Virginia G. Piper Charitable Trust	Chaparral Elementary (N)	\$1,200.00	Clothing

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the acceptance of the Virginia G. Piper Charitable Trust grants in the amount of \$41,000.00, the Grand Canyon Association grant in the amount of \$400.00 and the Thunderbird Foundation grant in the amount of \$1,500.00 and authorize the Superintendent to execute all necessary documents.

Superintendent 

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

Agenda Item *VII.H.

***Acceptance of the Virginia G. Piper Charitable Trust Grants in the Amount of \$41,000.00, the Grand Canyon Association Grant in the Amount of \$400.00 and the Thunderbird Foundation Grant in the Amount of \$1,500.00**

April 26, 2012

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Virginia G. Piper Charitable Trust	Desert View Elementary (N)	\$1,200.00	Clothing
Virginia G. Piper Charitable Trust	Ironwood Elementary (N)	\$1,200.00	Clothing
Virginia G. Piper Charitable Trust	John Jacobs Elementary (N)	\$1,200.00	Clothing
Virginia G. Piper Charitable Trust	Lakeview Elementary (N)	\$1,200.00	Clothing
Virginia G. Piper Charitable Trust	Manzanita Elementary (N)	\$2,300.00	Clothing
Virginia G. Piper Charitable Trust	Maryland School (N)	\$2,300.00	Clothing
Virginia G. Piper Charitable Trust	Moon Mountain Elementary (N)	\$2,300.00	Clothing
Virginia G. Piper Charitable Trust	Mountain View School (N)	\$2,300.00	Clothing
Virginia G. Piper Charitable Trust	Ocotillo Elementary (N)	\$2,300.00	Clothing
Virginia G. Piper Charitable Trust	Orangewood School (N)	\$2,300.00	Clothing
Virginia G. Piper Charitable Trust	Richard E. Miller Elementary (N)	\$1,200.00	Clothing
Virginia G. Piper Charitable Trust	Roadrunner Elementary (N)	\$2,300.00	Clothing
Virginia G. Piper Charitable Trust	Sahuaro Elementary (N)	\$1,200.00	Clothing
Virginia G. Piper Charitable Trust	Shaw Butte Elementary (N)	\$2,300.00	Clothing
Virginia G. Piper Charitable Trust	Sunburst Elementary (N)	\$1,200.00	Clothing
Virginia G. Piper Charitable Trust	Sunnyslope School (N)	\$2,300.00	Clothing
Virginia G. Piper Charitable Trust	Sunset Elementary (N)	\$1,200.00	Clothing
Virginia G. Piper Charitable Trust	Sweetwater School (N)	\$1,200.00	Clothing

***Acceptance of the Virginia G. Piper Charitable Trust Grants in the Amount of \$41,000.00, the Grand Canyon Association Grant in the Amount of \$400.00 and the Thunderbird Foundation Grant in the Amount of \$1,500.00**

April 26, 2012

Page 3

Virginia G. Piper Charitable Trust	Tumbleweed Elementary (N)	\$1,200.00	Clothing
Virginia G. Piper Charitable Trust	Washington Elementary (N)	\$2,300.00	Clothing
Grand Canyon Association	John Jacobs Elementary (N)	\$400.00	Field Trip
Thunderbird Foundation	Palo Verde Middle School (N)	\$1,500.00	Equipment and sports uniforms

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

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: April 26, 2012 Information
AGENDA ITEM: *Memorandum of Understanding with WestEd, Heller Research Associates and Washington Elementary School District 1st Reading

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

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

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

Washington Elementary School District (WESD) has been invited to participate in a research project of interest and benefit to WestEd, Heller Research Associates and WESD through professional development for 8th grade science teachers. *Making Sense of SCIENCE* is a nationally field-tested professional development program developed by WestEd to support teachers' use of existing standards-based curricula and is intended to help teachers:

- Earn major concepts of K-8 science.
- Examine how children make sense of those concepts.
- Analyze and improve their teaching practice.
- Support student reading, writing, and discussion in science.

This professional development is a natural fit as teachers continue the implementation of the English Language Arts (Common Core) Standards and as we expand the implementation of the standards to include STEM (Science, Technology, Engineering, and Math) integration. Teachers participating in the professional development will engage in hands-on science investigations, examine student work, and critically analyze classic instructional activities and discussions. The ultimate goal is increased student achievement, especially for low achieving students, English learners, and students with poor literacy skills.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Memorandum of Understanding with WestEd, Heller Research Associates and Washington Elementary School District and authorize the Superintendent to execute the memorandum on behalf of the District.

Superintendent 

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

Agenda Item *VIII.I.

There are no costs to the District associated with this program. Benefits to teachers include the opportunity to earn up to \$3450 in stipends for their completion of the three course modules and follow-up with classroom activities, as well as the opportunity to receive college credit for the course work.

The term for the MOU is April 27, 2012 through June 30, 2014.

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



MEMORANDUM OF UNDERSTANDING

By and Between
WestEd, Heller Research Associates,
and
Washington Elementary School District No. 6

This Memorandum of Agreement is entered as of April 27, 2012 by and between the Washington Elementary School District No. 6, located at 4650 West Sweetwater, Glendale, AZ 85304; WestEd, located at 730 Harrison Street, San Francisco, California 94107-1242; and Heller Research Associates (HRA), located at 230 Grand Ave Ste 303, Oakland, CA 94610-4559.

Whereas, the research project contemplated by the Memorandum of Agreement, hereinafter referred to as "MOU", is of mutual interest and benefit to WestEd, HRA, and Washington Elementary School District No. 6.

Whereas, the goal of this project is to evaluate three WestEd professional development courses on force and motion, energy, and matter for 8th grade teachers. The research will compare outcomes of the WestEd courses with those that ordinarily occur for 8th grade teachers. The project will also involve the sharing of information between the parties in a manner consistent with the Family Educational Rights and Privacy Act of 1974 (FERPA).

Now, therefore, the parties agree as follows:

TIME OF PERFORMANCE:

WestEd and HRA shall conduct the activities contemplated under this MOU from April, 2012 through June 2014.

SCOPE OF WORK:

WestEd and HRA will carry out the work described in the attached Exhibit I, Scope of Work.

KEY PERSONNEL:

At all times during the term of this MOU, WestEd's performance shall be under the personal supervision and direction of Kirsten R. Daehler from WestEd. WestEd may also be represented by other persons associated with the Scope of Work that assist in any phase of the research effort. If applicable, these representatives include: Cailean Cooke, Jennifer Folsom, Mikiya Matsuda, and Jennifer Mendenhall. At all times during the term of this MOU, HRA's performance shall be under the personal supervision and direction of Joan I. Heller. HRA may also be represented by other persons associated with the Scope of Work that assist in any phase of the research effort. If applicable, these representatives include: Alyson Spencer-Reed, Cara Price, and Nicole Wong.

COMPLIANCE WITH FERPA:

A. WestEd and HRA will comply with the provisions of FERPA in all respects. For purposes of this MOU, WestEd and HRA will use data collected and shared under this MOU for no purpose other than research authorized under §99.31 (6)(iii) of Title 34, Code of Federal Regulations. Nothing in this MOU may be construed to allow either party to maintain, use, disclose, or share student information in a manner not allowed by federal law or regulation. In particular, WestEd and HRA will not disclose any data contained under this agreement in a manner that could identify any individual student or the student's parent(s)/guardian(s), per 34 CFR §99.31 (6)(ii)(A), except as authorized by FERPA.

- B. WestEd and HRA will abide by information redisclosure limitations per 34 CFR §99.33 (a)(1); §99.33 (a)(2). Data that contain personal information from students' education records are protected by the FERPA (20 U.S.C. §1232g) and may not be re-released without consent of the parents or eligible students.
- C. WestEd and HRA will destroy all data obtained under this agreement when they are no longer needed for the purpose for which they were obtained in compliance with 34 CFR §99.31(6)(ii)(B); §99.35 (b)(2).

DATA REQUEST AND USE:

WestEd and HRA will require all employees, contractors, and agents of any kind to comply with all Applicable provisions of FERPA and other federal laws with respect to the data shared under this agreement. WestEd and Heller Research Associates agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor, or agent with access to data pursuant to this MOU.

NOTICES

The names and address of the direct contact person for each of the parties is as follows:

WESTED

Kirsten R. Daehler, Co-Principal Investigator
400 Seaport Court, Suite 222
Redwood City, CA 94063-2767
Tel: 650-381-6402
Email: kdaehle@WestEd.org

HELLER RESEARCH ASSOCIATES

Joan Heller, Co-Principal Investigator
230 Grand Avenue, Suite 303
Oakland, CA 94610-4559
Tel: 510-873-0800
Email: jheller@edservices.org

WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6

Dr. Susie Cook, Superintendent
4650 West Sweetwater
Glendale, AZ
Tel: 602.347.2602

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement effective the day and year first written above.

WESTED



Kirsten R. Daehler
Principal Investigator

HELLER RESEARCH ASSOCIATES



Joan Heller
Co-Principal Investigator

WASHINGTON ELEMENTARY SCHOOL DISTRICT

Dr. Susie Cook
Superintendent

SCOPE OF WORK

About the Study

The fundamental goal of this four-year research project is to test the efficacy of a series of three courses in WestEd's *Making Sense of SCIENCE*[™] (MSS) professional development program—an approach that has shown promise in strengthening teacher preparation and boosting student achievement in science. To accomplish this, a multi-year experimental trial will be conducted with school-level randomization to parallel intervention and control groups. Study participants will include 8th grade teachers and students in up to seven urban school districts in the greater Phoenix, Arizona area. These regions serve large numbers of high-need students (e.g., economically disadvantaged, historically underrepresented in higher education, English learners). Intervention teachers will receive three 40-hour *Making Sense of SCIENCE* courses over a two-year period, while control teachers and students experience “business as usual.” Efficacy will be determined based upon student and teacher outcomes during both the 2012–13 and 2013–14 school years. Grade 8 student achievement outcomes will be measured using (a) Partnership for the Assessment of Standards-based Science (PASS) science assessments constructed to assess state and national science standards related to the MSS content frameworks for each professional development course, and (b) the grade 8 Arizona Instrument to Measure Standards (AIMS) state standardized test in science. Teacher outcomes will be measured using two project-developed assessments: (a) a teacher assessment of physical science content, and (b) written constructed-response items to measure teacher pedagogical content knowledge. Additionally, an exploratory, descriptive study will be conducted to generate hypotheses as to how teachers’ practices may change as a result of the MSS intervention. The potential benefits include improving students’ science achievement (particularly that of non-native English speakers and low-performing students), developing teachers’ content knowledge, strengthening teachers’ support of literacy, strengthening teachers’ ability to meet the needs of English learners, developing teachers’ pedagogical content knowledge, and contributing to the research base.

The following research questions will be addressed:

Goal 1: Evaluate the efficacy of *Making Sense of SCIENCE* professional development courses for improving student achievement in science.

- 1.1. What is the impact of the *Making Sense of SCIENCE* professional development courses on student achievement (a) in three focal science topics (force and motion, energy, and matter), and (b) in physical science and knowledge of science processes as measured by a state standardized test?
- 1.2. Do the courses show promise for reducing the science achievement gap between students who enter grade 8 at different ability levels?

Goal 2: Evaluate the impact of *Making Sense of SCIENCE* professional development courses on teacher content knowledge and pedagogical content knowledge.

The theory of action that links the *Making Sense of SCIENCE* professional development course to students’ academic skills and knowledge holds that the intervention increases teachers’ knowledge of science content while helping them develop targeted strategies for eliciting student ideas, supporting sense-making interactions, and strengthening student science language abilities. The study posits that these outcomes result in changes in classroom practices that ultimately improve student achievement. To examine part of this logic model, the impact of the professional development course on teacher knowledge will be examined.

- 2.1. What is the impact of the *Making Sense of SCIENCE* professional development on teachers’ content knowledge in physical science?
- 2.2. What is the impact of the *Making Sense of SCIENCE* professional development on teachers’ pedagogical content knowledge in physical science?

Goal 3: Investigate the impact of *Making Sense of SCIENCE* professional development courses on teacher instructional practices.

In order to begin to understand how teachers' practices may change as a result of this intervention, the study will aim to generate hypotheses regarding the following questions:

- 3.1. How, and in what ways, does the *Making Sense of SCIENCE* professional development strengthen the accuracy of the science communicated by teachers in the classroom?
- 3.2. To what extent, if at all, does the *Making Sense of SCIENCE* professional development affect the ways in which teachers elicit students' science ideas during instruction?
- 3.3. To what extent, if at all, does the *Making Sense of SCIENCE* professional development increase the opportunities teachers give students to make sense of science ideas?
- 3.4. To what extent, if at all, does the *Making Sense of SCIENCE* professional development increase the opportunities teachers give students to learn to read, write, and talk in science-specific ways?

About the Professional Development

Developed at WestEd, *Making Sense of SCIENCE* is a nationally field-tested professional development program designed to support teachers' use of existing standards-based curricula and intended to help teachers:

- Learn major concepts of K-8 science.
- Examine how children make sense of those concepts.
- Analyze and improve their teaching practice.
- Support student reading, writing, and discussion in science.

The goal of the program is to improve the science achievement of K–8 students, especially English learners and students with poor literacy skills, by building the content knowledge and pedagogical content knowledge of their teachers. *Making Sense of SCIENCE* courses focus on science concepts in the context of teaching cases—teacher-written narratives of actual classroom practice that illustrate students' science ideas and highlight important teaching dilemmas, dilemmas that any teacher might face. Teachers engage in hands-on science investigations that parallel those done by students described in the cases, examine student work, and critically analyze classic instructional activities and decisions.

Making Sense of SCIENCE offers a series of professional development courses for teachers, each on a different topic, grade span, and literacy theme (e.g., force and motion for teachers of grades 6-8 and with a literacy theme of science talk). Each teacher course represents 40 hours of learning, with 30 hours typically delivered in the summer to support standards-based instruction and implementation of science curricula, followed by a 10-hour Looking at Student Work component designed to support teachers at their school sites as they work with peers to analyze artifacts from their own classrooms, evaluate instructional “next steps,” and modify their own lessons based on their students' incorrect or partial understandings of the science, thus reinforcing and building their knowledge of teaching. Courses are carefully designed to move teachers effectively and efficiently through learning about core science concepts, literacy supports, classroom practices, and students' science ideas, drawing from research in the fields of adult learning and cognitive psychology. The main components include, hands-on Science Investigations targeting adult learners as they explore core science concepts and classic misconceptions; Literacy Investigations in which teachers strengthen their own abilities to write, read, and talk in science-specific ways and learn classroom routines to support students' science literacy needs; and Teaching Investigations based on cases of practice drawn from actual classrooms that lead teachers to examine teaching moves and student thinking, as well as explore alternate solutions and rethink their instruction. Ultimately, the full set of *Making Sense of SCIENCE* courses will present a coherent professional development curriculum, including 15 courses on the major ideas of K–8 earth, life, and physical science.

Making Sense of SCIENCE courses have been shown to positively impact both teacher knowledge and student achievement, with English learners and low-performing students making the biggest gains. Since

1998, this WestEd project has worked with more than 1000 teachers and staff developers in 20 states, providing more than 20,000 hours of professional development and impacting an estimated 18,000 students.

What Participating Districts Do

A brief timeline of what participating districts do is provided below, followed by a more detailed description of study activities and dates.

Timeline of what districts do when

When	What
April 2012	Districts review project research applications.
April-May 2012	Coordinators and WestEd recruit schools and 8 th grade teachers.
April-May 2012	All teachers attend data collection and orientation meetings where they take first science assessment and written survey.
April-May 2012	HRA randomly assigns schools (half treatment, half control).
June-July 2012	Treatment teachers attend first two professional development summer institutes (30 hours each) and receive payment of \$600.
August 2012-September 2012	All teachers collect parent consent forms and arrange for proctors to administer student pretests at beginning of school year.
September 2012-March 2013	Treatment teachers attend 10 hours of school-year follow-up sessions for each of two courses.
August 2012-March 2013	All teachers teach concepts related to force and motion, energy, and matter, using whatever science curriculum they normally implement, by the end of the 2012-2013 school year and arrange for proctors to administer student posttests.
March 2013	All teachers attend second data collection meeting where they turn in student tests and take second science assessment and written survey. Treatment teachers collect payment of up to \$1,000 for attending follow-up sessions for two courses. All teachers collect \$500 for data collection activities.
June-July 2013	Treatment teachers attend third professional development summer institute and receive payment of \$300.
August 2013-September 2013	All teachers collect parent consent forms and arrange for proctors to administer student pretests at beginning of school year.
August-October 2013	HRA secures AIMS test scores and demographic information from district records for students in 2012-2013 school year.
September 2013-March 2014	Treatment teachers attend 10 hours of school-year follow-up sessions for third course.
August 2013-March 2014	All teachers teach concepts in force and motion, energy and matter by the end of the 2013-2014 school year and arrange for proctors to administer student posttests. HRA interviews and videotapes one lesson by teachers randomly assigned to classroom sub-study.
March 2014	All teachers attend third data collection meeting where they turn in student tests and take third science assessment and written survey. Treatment teachers collect payment of \$500 for attending follow-up sessions. All teachers collect \$500 for data collection activities.
August-October 2014	HRA secures AIMS test scores and demographic information from district records for students in 2013-2014 school year.
June-July 2014 and 2015	Control teachers attend MSS professional development and receive stipends of \$300 per summer course and \$500 per school-year course follow-up.

Review project research applications.**April 2012**

Heller Research Associates and WestEd are submitting this application to conduct research in your district. Please review the application and return a signed MOU by May, 2012 so that we can inform teachers of their eligibility to participate in the study. Teachers from districts who have not approved the study by that time will not be eligible to participate in project professional development.

Teachers sign up to participate in the study.**April-May 2012**

Primary responsibility for recruiting schools and teachers lies with WestEd and local coordinators for the study. To participate, teachers must have an existing responsibility to teach concepts related to force and motion, energy, and matter in eighth grade and expect to do so in the 2012–2013 and 2013–2014 school years, using whatever science curriculum they normally implement.

Treatment teachers attend professional development.**Summers 2012 and 2013**

In May 2012, schools will be randomly assigned to one of two conditions: treatment or control. Teachers at schools assigned to the treatment condition will attend two MSS professional development institutes in summer 2012 and one in summer 2013, as well as school-year follow-up activities for each course. Teachers in the control group will have the option of attending professional development courses after spring 2014.

Teachers teach force and motion, energy, and matter**2012–2013 and 2013–2014**

Teachers in both the treatment and control groups will be asked to teach concepts related to force and motion, energy and matter by March 15 of each year, using whatever science curriculum they normally implement.

Help collect data**Spring 2012–Spring 2014**

Primary responsibility for collecting data lies with us (Heller Research Associates and WestEd). Listed below are the data we will collect from teachers and students:

- **Most teacher data** will be collected during the annual teacher meetings—one each in early 2012, 2013 and 2014, including a teacher survey (30 minutes), physical science assessment (45 minutes), and pedagogical content knowledge assessment (15 minutes) during each project meeting.
- **Student data** will be collected as part of classroom instruction related to force and motion, energy, and matter. Teachers will be asked to collect parent consent forms and arrange for a proctor to administer student science assessments (45 minutes for each of three tests provided by the project) in one class section at the beginning and end of the school year
- A small number of teachers will be randomly selected to be part of a classroom sub-study and have one class lesson videotaped and be interviewed about the lesson observed.
- Finally, we will obtain from district records:
 - Student standardized test scores in science and math (AIMS).
 - Demographic information of sex, race/ethnicity, grade in school, and English learner status.

Control teachers attend professional development.**Summers 2014 and 2015**

Because the study is a randomized, controlled experiment, teachers do not get to choose what condition they are in. However, all teachers will have the opportunity to participate in MSS professional development at some point in the project. Teachers in the control group will have the option of attending MSS professional development courses in summers 2014 and 2015.

Confidentiality of Data

Heller Research Associates will protect the confidentiality of all information collected for the study and will use it for research purposes only. No information that identifies any study participant will be released. Information from participating institutions and respondents will be presented at aggregate levels in reports. Information on respondents will be linked to their institution but not to any individually identifiable

information. All identifiable information will be kept in secured locations and identifiers will be destroyed as soon as they are no longer required.

Benefits to Participating Teachers

The professional development course in the study is designed to help teachers learn science content and pedagogical content knowledge, which in turn is meant to improve their teaching. To encourage participation, treatment teachers will receive stipends for each course they complete, including \$300 for each summer institute and \$500 for completing the school-year follow-up (\$2,400 total for the three courses). They will also receive \$500 for data collection activities per year for up to two years, for a maximum of \$3,400 upon completion of all data collection requirements and three professional development courses. Control group teachers who attend MSS courses will receive stipends equal to those of treatment teachers. Those who choose only to provide data will receive compensation of \$1,000 upon completion of the data collection requirements. Teachers who are randomly chosen to be observed will receive an additional stipend of \$50.

Treatment teachers will receive their first payment at the beginning of the 2012–13 school year; second payment after submitting 2012–13 teacher and student data in spring 2013; third payment at the beginning of the 2013–14 school year; and fourth payment after submitting 2013–14 teacher and student data in spring 2014. Control teachers will receive their first payment after submitting 2012–13 teacher and student data in spring 2013; second payment after submitting 2013–14 teacher and student data in spring 2014; and additional payments for each MSS course they complete in the 2014–15 and 2015–16 school years.

Benefits to Participating Districts

The primary benefit to participating districts is **leadership development**. Professional developers who facilitate the teacher courses will receive 60 hours of training, ongoing support, and travel worth roughly **\$10,000**. This in turn helps them:

- Deepen their understanding of core science concepts and the ways in which students and teachers commonly misunderstand them
- Strengthen their facilitation of teacher inquiry, discourse, and learning
- Broaden their experience in professional and science learning communities

Districts also receive access to **comprehensive professional development tools** (facilitator guides and teacher books) they can use to improve science professional development.

Risks

There is minimal risk associated with participation in this study. Confidentiality and anonymity of data will be protected, and in the extremely unlikely event that a breach occurred, the risk will be minimized by separate storage of data and identifying information.

Investigators

Co-PI/Project Director — Ms. Kirsten R. Daehler (MA, Secondary Science Education, San Francisco State University) is the Director of the *Understanding Science for Teaching* project at WestEd and co-author of the *Making Sense of SCIENCE* courses. As co-PI/Project Director, she will take a lead role in training facilitators and overseeing all professional development course delivery.

Co-PI/Director of Research — Dr. Joan I. Heller (Ph.D., Educational Psychology, University of Pittsburgh), director of Heller Research Associates, will direct all aspects of the study and provide evidence of impact and accountability information to districts.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
 X Discussion
FROM: Dr. Susan J. Cook, Superintendent Information
 1st Reading
DATE: April 26, 2012
AGENDA ITEM: Interest-Based Negotiations (IBN) Team's Recommendations for 2012-2013
INITIATED BY: Interest-Based Negotiations Team SUBMITTED BY: Dr. Susan J. Cook, Superintendent, and IBN Team Members
PRESENTER AT GOVERNING BOARD MEETING: Sue Snyder, Director of Organizational Development
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: Various
Budgeted: In Process

The mission of the Interest-Based Negotiations (IBN) Team is to provide a collaborative forum for addressing District-wide terms and conditions of employment. The group is comprised of certified, classified and administrator employee representatives; additionally, Superintendent Dr. Susie Cook serves as representative for the Governing Board. IBN members utilize interest-based strategies, including consensus-building and trust-building techniques, to reach agreement regarding compensation and working condition recommendations.

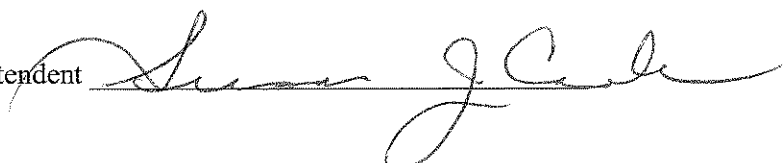
Each of the issues addressed by the 2011-2012 IBN Team was considered in light of the following Governing Board interests:

- Attract and maintain a stable workforce through working conditions.
- Maintain local control in decision making.
- Promote positive community relations through the budget process.
- Enhance the integrity of programming, instructional delivery and parity, focusing on student growth.
- Balance the budget.
- Optimize all funding sources.
- If additional funding is made available from state and/or federal sources, restoration of previous cuts will be considered.
- Maintain or decrease class size
- Provide an increase in salaries, if possible, for all employee groups.

SUMMARY AND RECOMMENDATION

See pages 2-3.

Superintendent



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

Agenda Item VIII.A.

Interest-Based Negotiations (IBN) Team's Recommendations for 2012-2013

April 26, 2012

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The following are among the issues that the IBN Team addressed this year. Some of the issues resulted in Governing Board recommendations; some of the issues were referred to other working committees.

- Employee phased retirement program (*recommendation presented to and approved by the Governing Board on February 9, 2012*)
- Return-to-work employees (*Governing Board recommendation included*)
- Minimum increment required for use of vacation (*no IBN Governing Board recommendation required*)
- Staffing of night custodians (*Governing Board recommendation included*)
- Distribution of \$2.3 million federal funding source to employees as one-time money (*Governing Board recommendation included*)
- Allocation of funds if additional K-12 funding is approved by the legislature (*Governing Board recommendation included*)
- Substitute teacher budget and process at school level (*Governing Board recommendation included*)
- Lunch monitor coverage (*no IBN Governing Board recommendation*)
- Letters of intent for classified staff (*no IBN Governing Board recommendation*)
- Data points for staffing projections (*no IBN Governing Board recommendation*)
- Program coaches – extra pay for extra work (*no IBN Governing Board recommendation*)
- IBN Working Conditions Survey (*no IBN Governing Board recommendation*)
- One-time, per diem stipend/signing bonus to be distributed at end of the 2011-2012 school year (*Governing Board recommendation included*)
- Certified reduction in force review (*no IBN Governing Board recommendation required*)
- Consideration of reconfiguring the instructional day at the middle schools (*no IBN Governing Board recommendation*)
- Revised calendars for bus drivers and nutrition services employees (*no IBN Governing Board recommendation*)
- Grading days for teachers (*no IBN Governing Board recommendation*)

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the following:

1. It is recommended that no changes be made for 2012-2013 with regard to current or new return-to-work employees, including both those who are hired to fill regular positions and those who are hired as substitute teachers, with the District absorbing the associated alternate contribution rate costs.
2. It is recommended that a 1.0 FTE roving custodian position be added for the 2012-2013 school year to provide coverage for absences and vacancies. It is further recommended that 12 night custodian positions be converted to 1.0 FTE for the 2012-2013 school year (these positions were previously .5; two schools were staffed by one person). It is further recommended that 17 night custodian positions be converted from 12-month (260 days) to 9-month (199 days) positions for the 2012-2013 school year. It is further recommended that the additional 0.5 FTE night custodian positions that had been allocated to Sunnyslope and to Lookout Mountain for the 2011-2012 school year be eliminated for the 2012-2013 school year.

Interest-Based Negotiations (IBN) Team's Recommendations for 2012-2013

April 26, 2012

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3. It is recommended that a one-time, lump sum payment of \$400 be distributed to each 1.0 FTE employee (and prorated based on FTE for less than full-time employees) hired between 7/1/2011 and 3/1/2012, and still employed by WESD in a regular position as of the first day of the 2012-2013 school year. It is further recommended that a one-time, lump sum payment of \$608 be distributed to each 1.0 FTE employee (and prorated based on FTE for less than full-time employees) hired during the 2010-2011 school year and still employed by WESD in a regular position as of the first day of the 2012-2013 school year. It is further recommended that a one-time, lump sum payment of \$816 be distributed to each 1.0 FTE employee (and prorated based on FTE for less than full-time employees) hired during the 2009-2010 school year and still employed by WESD in a regular position as of the first day of the 2012-2013 school year. It is further recommended that a one-time, lump sum payment of \$1024 be distributed to each 1.0 FTE employee (and prorated based on FTE for less than full-time employees) hired prior to the 2009-2010 school year and still employed by WESD in a regular position as of the first day of the 2012-2013 school year. It is further recommended that designated funds be paid in full to eligible employees with their August 24, 2012 paycheck and that they be based on the employee's FTE as of March 26, 2012.
4. It is recommended that if additional K-12 funding is approved by the legislature for 2012-2013, and the total additional funding is less than \$1.3 million, then the following actions be taken, in the order listed:
 - Address speech pathologist salary anomaly.
 - Address occupational therapist and physical therapist salary anomalies.
 - Restore stipends up to the amount they have been reduced due to budget reductions during recent years, with the percentage increase of stipends to depend on available funding.It is further recommended that if additional K-12 funding is approved by the legislature for 2012-2013, and the total additional funding is greater than or equal to \$1.3 million, then the following actions be taken, in the order listed:
 - Address speech pathologist salary anomaly.
 - Address occupational therapist and physical therapist salary anomalies.
 - Provide compensation as one-time money in 2012-2013, in addition to and in accordance with the recommendation for distributing funds in Recommendation #3, above, with appropriate "if...then" language included in employee contracts.
5. It is recommended that the substitute teacher budget/process straw design outlined under Issue G be approved for the 2012-2013 school year.
6. It is recommended that a one-time stipend, equal to the employee's daily rate as of March 26, 2012, be paid to each classified employee at the end of his or her 2011-2012 work year. It is further recommended that a one-time signing bonus, equal to the employee's daily rate as of March 26, 2012, be paid to each certified employee and administrator who returns his or her signed 2012-2013 contract within 10 days of issuance.

Interest-Based Negotiations Recommendations for 2012-2013

I. Identify the issue from the perspective of involved stakeholders.

Issue:

Each school year, the Interest-Based Negotiations (IBN) Team analyzes the District's employee compensation programs and makes recommendations to the Governing Board for the subsequent year. The recommendations should meet the best interests of the District, with student growth the ultimate goal.

Involved Stakeholders:

The 2011-2012 IBN Team is comprised of certified, classified and administrator employee representatives; Superintendent Dr. Susie Cook serves as representative for the Governing Board. Of the 24-member team, 17 are voting members, and the remaining 7 are non-voting, resource persons. Please refer to *Attachment A* for a list of 2011-2012 IBN members.

After two days of training during January 2012, IBN Team members participated in four scheduled, full-day meetings between February 2, 2012 and April 9, 2012. IBN also met as a full group for a follow-up meeting after school on April 18, 2012. Members of IBN's subcommittees met on several other occasions during late afternoon/early evening hours.

II. Identify the options or alternatives that address the issue, including an option to maintain the status quo, utilizing the efficient and sufficient use of research and data. For each option, identify advantages and disadvantages.

Research/Data:

Research conducted by the IBN Team included the following:

- Revising, implementing and analyzing results (*Attachment B*) of a District-wide employee working conditions survey
- Tracking legislative activity at the state level
- Receiving frequent WESD financial status updates from Director of Business Services Cathy Thompson
- Reviewing relevant WESD policies/regulations

Options – 2012-2013 SCHOOL YEAR

The *issues* that were addressed by the 2011-2012 IBN Team, as well as the related *options* that team members generated, the *criteria* according to which they considered each option and their ensuing IBN *recommendations* are described below.

ISSUE A: EMPLOYEE PHASED RETIREMENT PROGRAM

- **Description**

On February 10, 2011, the Governing Board authorized WESD to pursue a one-year employee phased retirement program by contracting with *smartschoolsplus, inc.* for the 2011-2012 school year. This year's IBN Team addressed the possibility of recommending that a phased retirement option be offered for the 2012-2013 school year.

- **Options**

IBN members brainstormed the options listed below.

- Option #1: Move forward with a one-year employee phased retirement program through *smartschoolsplus, inc.*, with the same provisions as the current year program.
- Option #2: Move forward with a one-year employee phased retirement program through *smartschoolsplus, inc.*, similar to the current year program but with added conditions, e.g., do not allow classified participants to work overtime; do not allow participants to earn stipends for coaching/teaching/sponsoring extracurricular activities.
- Option #3: Do not offer an employee phased retirement program for the 2012-2013 school year.
- Option #4: Offer a phased retirement program through a third-party group other than *smartschoolsplus, inc.*
- Option #5: Reduce pay to phased retirement participants and/or to *smartschoolsplus, inc.* as a means of absorbing all or part of the alternate contribution rate (ACR) costs.
 - Reduce pay to *smartschoolsplus, inc.* by 9% versus current year program (from 91% of participant's base salary during final year of WESD employment to 82%).
 - Reduce participant's pay to 73% of base salary during final year of WESD employment (from 80% in 2011-2012).
 - Reduce participant's pay to 72.3%, and reduce pay to *smartschoolsplus, inc.* by 1%.
 - Reduce participant's pay to 75%, with WESD absorbing the remainder of the ACR cost.

- **Evaluating Options**

Each of the options was evaluated in light of the following criteria:

- Timelines; process for future years
- Legal/legislative mandates
- Affordability
- Consideration of long-term impact; precedent setting; assumptions being made
- Alignment with District values

- **Recommendation**

On February 9, 2012, the Governing Board approved IBN's phased retirement program recommendation, the parameters of which are indicated below:

- The program will remain in effect for one year only (2012-2013).
- The program is intended for eligible employees who wish to work for WESD for only one more year.
- At the end of 2012-2013, positions held by program participants will be opened as vacancies or considered for possible reductions. Program participants may reapply to WESD to be considered for posted vacancies; external application, selection, salary placement and benefits procedures will apply.

- The program will be open to eligible classified employees, certified employees and administrators; the Superintendent would not be eligible to participate, per District Regulation GCQE-R.
- There would be only one entry date into the program (July 1) for eligible participants.
- To be eligible, an individual must
 - have been employed by WESD for five or more consecutive years;
 - qualify for full retirement benefits through ASRS;
 - complete the WESD application process.
- Selection of program participants from among eligible applicants will be based on the combined results of an individual's Reduction in Force rubric, Productive Culture rubric and performance evaluations.
- A program participant's intended placement will be at the site where he or she was located immediately prior to retirement.
- A program participant will receive 75 percent of the base salary earned during his or her final year of employment with WESD.
- WESD will pay *smartschoolsplus, inc.* 86 percent of the base salary earned by the program participant during his or her final year of District employment.
- WESD will not pay program participants' health insurance.
- Program participants will be granted all general leave time up front.
 - 12-month employees will receive 12 days of general leave.
 - Employees who work fewer than 12 months per year will receive 10 days of general leave.
- Program participants who are 12-month employees will be granted 10 vacation days up front.
- Program participants will not be eligible for professional development days.
- Program participants will not be eligible to receive incentives, unless 2141 (a function of No Child Left Behind [NCLB] that requires the equitable distribution of teachers) is instituted.
- Program participants will be eligible to receive stipends for additional work completed, if applicable; in such circumstances, WESD would pay 100% of the stipend amount to *smartschoolsplus, inc.*
- Program participants will not be eligible to serve on
 - IBN Team
 - Planning and Steering Council
 - Facilities Council
- Program participants will be allowed to serve on
 - a curriculum related committee, if the committee's work impacts the participant's current year students
 - a committee, including Site Council, only if doing so is a requirement of the participant's position; determination of said requirement is to be overseen by the principal or Superintendent or designee.
- Program participants are not to be paid for any days for which regular District employees are not compensated, i.e., furlough days.

ISSUE B: RETURN-TO-WORK EMPLOYEES

• Description

During the current school year, approximately 80 full-time equivalent WESD staff members are return-to-work employees, i.e., they retired and are collecting a pension through the Arizona State

Retirement System (ASRS), and they have been rehired by the District. Many are special education, math, science or music teachers, speech therapists or substitute teachers – positions that are typically difficult to fill. Currently, the return-to-work employee does not contribute to ASRS nor does the District contribute on his or her behalf; however, legislation that was passed by the Arizona Legislature last year requires that, effective July 1, 2012, WESD and other ASRS employers pay an alternate contribution rate (ACR) “on behalf of a retired [ASRS] member who returns to work in any capacity in a position ordinarily filled by an employee of the employer.” The anticipated ACR for 2012-2013 is 8.64%.

To date, the cost of employing a return-to-work employee has often been less than that of a *non*-return-to-work employee. The savings is likely to decrease significantly, however, with implementation of the alternate contribution rate. With that in mind, IBN Team members considered if changes should be recommended regarding the District’s employment of return-to-work employees effective with the 2012-2013 school year.

- **Options**

IBN members brainstormed the options listed below.

- Option #1: Have both current and new return-to-work employees absorb part of the ACR cost by reducing their salaries by 5%; however, maintain the current return-to-work substitute teacher rate of pay.
- Option #2: Have new return-to-work employees absorb part of the ACR cost by reducing their salaries by 5%, but do not reduce the salaries of current return-to-work employees; maintain the current return-to-work substitute teacher rate of pay.
- Option #3: Continue to offer medical insurance benefits to current, eligible return-to-work employees, but do not offer medical insurance benefits to new return-to-work employees.
- Option #4: Offer medical insurance benefits to eligible return-to-work employees, both current and new; however, require that they pay a portion of their insurance premium.
- Option #5: Maintain the current return-to-work substitute teacher rate of pay, but do not allow regular positions to be filled by return-to-work employees.
- Option #6: Maintain the status quo, i.e., make no changes with regard to current or new return-to-work employees, including both those who are hired to fill regular positions and those who are hired as substitute teachers; WESD will absorb the ACR costs.

- **Evaluating Options**

Each of the options was evaluated in light of the following criteria:

- Fiscal responsibility/affordability/sustainability
- Legal mandates
- Filling positions with highly qualified, highly effective personnel
- Ensuring there is no negative impact on students
- Paying employees fair market value regardless of their retirement status
- Employee morale/taking care of all employees

- **Recommendation**

IBN is recommending Option #6, making no changes with regard to current or new return-to-work employees, including both those who are hired to fill regular positions and those who are hired as substitute teachers, with the District absorbing the alternate contribution rate costs.

ISSUE C: MINIMUM INCREMENT REQUIRED FOR USE OF VACATION

- **Description**

Currently, 12-month employees who are eligible to earn vacation must use their vacation in increments of at least 4 consecutive hours. IBN Team members considered the feasibility of reducing the minimum increment required for use of vacation leave.

- **Options**

The following options were considered by IBN members.

- Option #1: Maintain the status quo, i.e., continue requiring vacation eligible employees to use vacation in minimum 4-hour increments.
- Option #2: Set minimum vacation use increment at 2 hours, effective April 27, 2012.
- Option #3: Set minimum vacation use increment at 1 hour, effective April 27, 2012.

- **Evaluating Options**

Each of the options was evaluated in light of the following criteria:

- Fairness
- Flexibility
- Accountability
- Productivity

- **Recommendation**

IBN approved Option #3, i.e., that employees be required to use a minimum of 1 hour when using vacation time, effective April 27, 2012. A draft of District Regulation GCD-R/GDD-R, which has been amended to reflect the change, is included as *Attachment C*. No Governing Board recommendation is required.

ISSUE D: STAFFING OF NIGHT CUSTODIANS

- **Description**

One of the budget reductions that last year's IBN Team recommended involved reorganizing night custodial staff and revising the manner in which custodial substitutes were to be hired and assigned. In addition to accounting for projected M&O savings of \$150,000 for 2011-2012, IBN anticipated that the changes would positively impact campus safety and security, and result in more efficient and effective use of custodial personnel. Upon approval and implementation of the recommendation, however, several concerns became apparent.

In many instances, a night custodian who had previously been assigned to a single school for eight hours per day was now assigned four hours per day at each of two schools. Unrealistically, some facility managers, principals and other staff members have expected the night custodian to perform eight hours worth of work during his or her four-hour shift at the school. A number of sites have reported that cleanliness standards are not being met. Additionally, the logistics of assigning a night custodian to two supervisors at different locations has been far more complicated than anticipated. Only one supervisor is able to access the employee's Kronos (electronic timekeeping system) records. Frequently, an employee notifies just one supervisor, rather than both, when he or she is going to be absent. Even the time required to travel from one school to the other has been greater

than expected. Morale among night custodians has declined, while absences and workers' compensation claims have escalated.

IBN considered possible means of rectifying the problems that have resulted from the night custodial staffing reorganization.

- **Options**

The following options were considered by IBN members.

- Option #1: Maintain the status quo, i.e., the night custodial staffing reorganization that was implemented at the beginning of the current school year.
- Option #2: Reestablish the night custodial staffing plan that was in effect prior to the current school year. The cost of this option would be \$167,000, the actual M&O savings that was realized through the reorganization.
- Option #3: Maintain the current night custodial staffing plan, but adjust day custodians' work hours.
- Option #4: Have other school staff members perform some cleaning tasks, such as placing trash containers in the hallway, picking up chairs, etc.
- Option #5: Have all night custodians work full-time (eight hours per day), but have some work a 10.5-month calendar or a 9-month calendar, rather than a 12-month calendar.
- Option #6: Add a roving night custodial specialist to help cover absences.
- Option #7: For schools that experienced a reduction of night custodial hours as a result of the reorganization, increase the night custodian allocation by two hours per day. The cost of this option would be \$91,000.
- Option #8: Communicate expectations regarding the night custodial staffing reorganization to all staff.

- **Evaluating Options**

Each of the options was evaluated in light of the following criteria:

- Recruitment
- Retention
- Employee accountability
- Fiscal accountability
- Safe schools for students
- Healthy environment for students
- Attractive schools

- **Recommendation**

IBN is recommending a combination of options (straw design) that involves the following components:

- Add 1.0 FTE roving custodian to provide coverage for absences and vacancies.
- Convert 12 night custodian positions to 1.0 FTE (eight hours per day).
- Convert 17 of the night custodian positions from 12-month (260 days) to 9-month (199 days) positions.
 - All other night custodian positions would remain 12-month positions.
 - Every school would have at least one 12-month night custodian assisting the day crew during the summer, with the remaining 12-month night custodians working on the summer cleaning crew.

- In light of reduced summer custodial staff, summer cleaning expectations would be adjusted accordingly.
- Eliminate the additional 0.5 FTE (4 hours per day) night custodian positions that were allocated to Sunnyslope and to Lookout Mountain for the current school year.
- Implement the recommended changes effective July 1, 2012; however, through attrition, begin immediately to hire the 17 night custodians who will fill 9-month positions.
- Communicate expectations regarding the night custodial staffing reorganizational to all staff.

ISSUE E: DISTRIBUTION OF \$2.3 MILLION FEDERAL FUNDING SOURCE TO EMPLOYEES AS ONE-TIME MONEY

- **Description**

For 2012-2013, the District will have \$2.3 million in federal Medicaid funds that can be distributed to employees as one-time money. IBN Team members proposed and discussed a variety of distribution options.

- **Options**

The following options were considered by IBN members.

- Option #1: Distribute a one-time, lump sum payment of \$910 to each 1.0 FTE employee hired before January 1, 2012 and still employed by WESD in a regular position as of the first day of the 2012-2013 school year. For less than full-time employees, prorate the lump sum based on FTE.
- Option #2: Distribute a one-time, lump sum payment equivalent to 2.46% of the employee's salary for employees hired before January 1, 2012 and still employed by WESD in a regular position as of the first day of the 2012-2013 school year.
- Option #3: Distribute a one-time, lump sum payment equivalent to 2.53% of the employee's salary, based on a maximum 1.0 FTE salary of \$60,000, for employees hired before January 1, 2012 and still employed by WESD in a regular position as of the first day of the 2012-2013 school year.
- Option #4: Distribute a one-time, lump sum payment of \$400 to each 1.0 FTE employee hired between July 1, 2011 and March 1, 2012, and still employed by WESD in a regular position as of the first day of the 2012-2013 school year. For less than full-time employees, prorate the lump sum based on FTE. Additionally, distribute a one-time, lump sum payment of \$968 to each 1.0 FTE employee hired before 6/30/2011 and still employed by WESD in a regular position as of the first day of the 2012-2013 school year. For less than full-time employees, prorate the lump sum based on FTE.
- Option #5: Similar to Option #1, but distribute half of the lump sum payment (\$405 per 1.0 FTE employee) in 2012-2013 and the other half of the lump sum payment in 2013-2014.
- Option #6: Save the money for the 2013-2014 school year.
- Option #7(a): Distribute a one-time, lump sum payment to employees according to a tiered payment matrix that is based on length of employment, as it correlates to WESD salary freeze experience.
 - Distribute a one-time, lump sum payment of \$400 to each 1.0 FTE employee hired between 7/1/2011 and 3/1/2012, and still employed by WESD in a regular position as of the first day of the 2012-2013 school year. For less than full-time employees, prorate the lump sum based on FTE.

- Distribute a one-time, lump sum payment of \$608 to each 1.0 FTE employee hired during the 2010-2011 school year and still employed by WESD in a regular position as of the first day of the 2012-2013 school year. For less than full-time employees, prorate the lump sum based on FTE.
- Distribute a one-time, lump sum payment of \$816 to each 1.0 FTE employee hired during the 2009-2010 school year and still employed by WESD in a regular position as of the first day of the 2012-2013 school year. For less than full-time employees, prorate the lump sum based on FTE.
- Distribute a one-time, lump sum payment of \$1024 to each 1.0 FTE employee hired prior to the 2009-2010 school year and still employed by WESD in a regular position as of the first day of the 2012-2013 school year. For less than full-time employees, prorate the lump sum based on FTE.
- Option #7(b): Distribute a one-time, lump sum payment, based on a percentage of salary, to employees according to a tiered payment matrix that is based on length of employment, as it correlates to WESD salary freeze experience.
 - Distribute a one-time, lump sum payment equivalent to 1.5% of the employee's salary for employees hired between July 1, 2011 and 3/1/2012, and still employed by WESD in a regular position as of the first day of the 2012-2013 school year.
 - Distribute a one-time, lump sum payment equivalent to 1.9% of the employee's salary for employees hired during the 2010-2011 school year and still employed by WESD in a regular position as of the first day of the 2012-2013 school year.
 - Distribute a one-time, lump sum payment equivalent to 2.3% of the employee's salary for employees hired during the 2009-2010 school year and still employed by WESD in a regular position as of the first day of the 2012-2013 school year.
 - Distribute a one-time, lump sum payment equivalent to 2.7% of the employee's salary for employees hired prior to the 2009-2010 school year and still employed by WESD in a regular position as of the first day of the 2012-2013 school year.
- Option #8(a): To each 1.0 FTE employee hired before January 1, 2012 and still employed by WESD in a regular position as of the first day of the 2012-2013 school year, distribute a one-time, lump sum payment of \$550, to be prorated based on FTE, plus a one-time, lump sum payment equivalent to 1% of the employee's salary.
- Option #8(b): Distribute a designated one-time, lump sum payment, plus a one-time, lump sum payment based on a percentage of salary, to employees according to a tiered payment matrix that is based on length of employment, as it correlates to WESD salary freeze experience.
 - To each 1.0 FTE employee hired between July 1, 2011 and 3/1/2012, and still employed by WESD in a regular position as of the first day of the 2012-2013 school year, distribute a one-time, lump sum payment of \$300, to be prorated based on FTE, plus a one-time, lump sum payment equivalent to 0.5% of the employee's salary.
 - To each 1.0 FTE employee hired during the 2010-2011 school year and still employed by WESD in a regular position as of the first day of the 2012-2013 school year, distribute a one-time, lump sum payment of \$382, to be prorated based on FTE, plus a one-time, lump sum payment equivalent to 0.75% of the employee's salary.
 - To each 1.0 FTE employee hired during the 2009-2010 school year and still employed by WESD in a regular position as of the first day of the 2012-2013 school year, distribute a one-time, lump sum payment of \$464, to be prorated based on FTE, plus a one-time, lump sum payment equivalent to 1% of the employee's salary.
 - To each 1.0 FTE employee hired prior to the 2009-2010 school year and still employed by WESD in a regular position as of the first day of the 2012-2013 school

year, distribute a one-time, lump sum payment of \$546, to be prorated based on FTE, plus a one-time, lump sum payment equivalent to 1.25% of the employee's salary.

- **Evaluating Options**

Each of the options was evaluated in light of the following criteria:

- Retain new employees
- Retain longer-term employees
- Equity and fairness
- Improved morale
- In alignment with one of the Governing Board's interests, provide an increase to all employee groups
- Fiscal responsibility
- Autonomy

- **Recommendation**

IBN is recommending that funds be distributed according to the parameters outlined in Option #7(a), to be paid in full to eligible employees with their August 24, 2012 paycheck and based on the employee's FTE as of March 26, 2012.

ISSUE F: ALLOCATION OF FUNDS IF ADDITIONAL K-12 FUNDING IS APPROVED BY THE LEGISLATURE

- **Description**

IBN is charged with developing prioritized recommendations for the allocation of additional funds, in the event that the Arizona Legislature approves increased budget capacity for K-12 public education for 2012-2013.

- **Options**

IBN members brainstormed the following options, which are *not* listed in priority order:

- Option #1: Salary/compensation increase for all employees
 - Option #1(a): Provide compensation as one-time money in 2012-2013, in addition to and in accordance with the recommendation for distributing funds in *ISSUE E*, above.
 - Option #1(b): Carry over available funds, and provide compensation as one-time money in 2013-2014, based on the recommended distribution parameters outlined in *ISSUE E*, above.
 - Option #1(c): Provide compensation as an ongoing salary increase.
- Option #2: Increase substitute teacher budget
- Option #3: Restore stipends
- Option #4: Decrease class size
- Option #5: Address speech pathologist salary anomaly (*Attachment D*)
- Option #6: Address occupational therapist and physical therapist salary anomalies (*Attachment E*)
- Option #7: Add a paid day during Winter Break for less than 12-month classified employees
- Option #8: Provide more teacher planning time

- **Evaluating Options**

The brainstormed options were evaluated in light of Governing Board interests, plus the following additional interests that IBN identified:

- Clear communication
- Need to honor priorities
- IBN as effective planners

- **Recommendation**

- *If total additional funding is less than \$1.3 million*, IBN recommends the following actions, listed in priority order:
 - Option #5: Address speech pathologist salary anomaly
 - Option #6: Address occupational therapist and physical therapist salary anomalies
 - Option #3: Restore stipends up to the amount they have been reduced (25%) due to budget reductions during recent years; percentage increase of stipends to depend on available funding
- *If total additional funding is greater than or equal to \$1.3 million*, IBN recommends the following actions, listed in priority order:
 - Option #5: Address speech pathologist salary anomaly
 - Option #6: Address occupational therapist and physical therapist salary anomalies
 - Option #1(a): Provide compensation as one-time money in 2012-2013, in addition to and in accordance with the recommendation for distributing funds in *ISSUE E*, above. Include appropriate “if...then” language in employee contracts.

ISSUE G: SUBSTITUTE TEACHER BUDGET AND PROCESS AT SCHOOL LEVEL

- **Description**

Every year, beginning in 2009-2010, each school has been allocated a substitute teacher budget. Additionally, each school has developed a substitute plan that outlines actions that school personnel will take if substitute teachers are unavailable or if the school’s substitute budget allocation has been exhausted. Concerns regarding the diverse manner in which schools administer their substitute teacher budget and plan had been brought to the attention of IBN representatives. An informal survey of principals confirmed the variety of site-based plans that exist.

Subsequently, District principals met with their Washington Principals’ Association (WPA) regional representatives to discuss options for a class coverage plan to be implemented when a teacher is absent for a full day but no substitute teacher is available. WPA representatives then developed a proposal that was presented to IBN Team members, all of whom supported the recommendation.

- **Options/Evaluating Options**

Based on the criteria listed below, a straw design (combination of options) was developed.

- Morale
- Equity between sites

- School autonomy
- Budget compliance
- What is best for students

The straw design includes the following components:

- Annually, each school will develop a comprehensive site substitute teacher plan that addresses class coverage procedure options, substitute budget options and class coverage reimbursement options.
 - Each site must include one or more of the following class coverage procedure options in its substitute teacher plan:
 - Coverage by non-classroom teachers
 - Coverage based on a rotation of classroom teachers
 - Coverage by splitting classes
 - Other coverage plan option defined by the site
 - Each site must include one of the following budget plan options in its substitute teacher plan:
 - Utilization of the substitute budget until it is depleted (no conditions)
 - Allocation of a predetermined number of substitute days per teacher
 - Allocation of a predetermined number of substitute days per month for the site
 - Other budget plan option defined by the site
 - The class coverage reimbursement portion of each site's plan must include the caveat that when the school's substitute budget has been exhausted, teachers will not be reimbursed for covering classes. Additionally, each site must include one of the following class coverage reimbursement options in its substitute teacher plan:
 - If the school has substitute budget capacity, reimburse teachers for providing class coverage.
 - Even if the school has substitute budget capacity, do not reimburse teachers for providing class coverage.
 - Other reimbursement plan option defined by the site
- In order for a school's plan to be enacted, it must be approved by at least 75% of staff members.
- A copy of each school's approved plan, including evidence of staff approval, must be submitted to Assistant Superintendent for Administrative Services Dr. Lyn Bailey.

- **Recommendation**

IBN is recommending the substitute teacher budget/process straw design outlined above.

ISSUE H: LUNCH MONITOR COVERAGE

- **Description**

A concern was brought to the attention of IBN representatives regarding inadequate lunch monitor coverage at some schools. Coverage needs seem to vary depending on a school's size, the configuration of its playgrounds and the location of its playgrounds relative to the cafeteria. To allay concerns about student safety, a number of principals reported using other positions to provide monitor coverage in the cafeteria.

In response to the lunch monitor concern, Director of Human Resources Justin Wing shared related staffing history with IBN members. Several years ago, when the District transitioned to a parity

staffing model, schools were granted an allocation that they could choose to use as they wished for instructional assistants, cafeteria monitors and/or playground monitors. The allocation for elementary schools was 12 hours per day; for middle schools, it was 8 hours per day and for K-8 schools, it was 16 hours per day. Evidently, many schools opted to use the allocated hours to hire instructional assistants since the rate of pay is higher for that position than for monitors.

- **Options**

The following options were considered by IBN members.

- Option #1: Allocate an equal amount of additional cafeteria monitor time to each school. (If each school received an additional hour per day, the total cost would be approximately \$4,200.)
- Option #2: Allocate additional cafeteria monitor time to each school, with the amount based on the school's need.
- Option #3: Based on need, reallocate some of a school's instructional assistant hours to cafeteria monitor time.
- Option #4: Have the Human Resources Department address cafeteria monitor concerns by
 - ensuring that each school received the correct combined instructional assistant/cafeteria monitor/playground monitor allocation at the time it was initially granted;
 - determining how each school is currently using their combined allocation;
 - reviewing concerns during the staffing process and responding to anomalies at that time.

- **Evaluating Options**

Each of the options was evaluated in light of the following criteria:

- Safety
- Logistics
- Ensuring that teachers receive a 30-minute, duty-free lunch
- Fiscal management and budget considerations
- Supporting an academic focus by avoiding inappropriate use of instructional assistants for cafeteria monitoring
- Liability issues

- **Recommendation**

IBN approved Option #4. No Governing Board recommendation is required. However, through the school staffing process, it was determined that one school (FTE) needed additional lunch monitor time to ensure the safe supervision of students.

ISSUE I: LETTERS OF INTENT FOR CLASSIFIED STAFF

- **Description**

IBN members considered a request that classified employees be issued written notification at the end of the school year regarding their employment status for the upcoming school year.

- **Options**

IBN members brainstormed the following options:

- Option #1: Maintain the status quo, i.e., on a District-wide basis, do not issue written notification to classified employees at the end of the school year regarding their employment status for the upcoming school year.
 - Option #2: Offer contracts to classified employees.
 - Option #3: Issue an “official” letter of intent to each continuing classified employee, to be signed and returned to the Human Resources Department.
 - Option #4: Issue an informational letter of intent to each continuing classified employee that includes the employee’s position(s), rate(s) of pay and calendar information.
- **Evaluating Options**
Each of the options was evaluated in light of the following criteria:
 - Flexibility for classified employees
 - Feeling valued/improved morale
 - Workability
 - Being competitive with regard to attracting and retaining quality employees
 - Cost
 - **Recommendation**
IBN approved Option #4 and developed a template, designated as *Attachment F*. IBN members agreed that upon completion of the District’s 2012-2013 budgeting/staffing process, the Human Resources Department will generate letters for continuing classified staff members at each school/location; letters will be forwarded to principals/supervisors, who will distribute them individually to employees. No Governing Board recommendation is required.

ISSUE J: DATA POINTS FOR STAFFING PROJECTIONS

- **Description**
The District uses current-year, 100th-day enrollment numbers to project certified staffing needs for the upcoming school year. Student cohort movement presumes that students will move from one grade level to the next each school year. The projected number of teachers required per grade level at each school is calculated by applying Governing Board-approved pupil teacher ratios to projected enrollment levels. Unfortunately, this system is not foolproof since unanticipated enrollment fluctuations do occur. Those instances are addressed through the leveling process each fall, whereupon additional teachers are allocated to reduce excessively high class sizes at grade levels throughout the District. At times, a teacher might be reassigned from a grade level/site that has significantly lower than projected enrollment to one that has significantly higher than projected enrollment. Should this occur, every effort is made to ease the transition and minimize disruption to students and staff; nevertheless, the situation is not ideal. IBN considered options that could be implemented to reduce discrepancies between projected and actual enrollment numbers. In the process, two related issues became apparent, i.e., kindergarten class sizes and class sizes that increase as a result of inclusion programs.
- **Options**
IBN members brainstormed the following options:
 - Option #1: To the extent possible, test kindergarten and ELL students prior to the beginning of the school year.

- Option #2: As a leveling option, hire an instructional assistant when the maximum class size is reached.
 - Option #3: Change the count day.
 - Option #4: Use two count days and average the results.
 - Option #5: Offer kindergarten registration at an earlier date.
 - Option #6: Maintain the status quo with regard to staffing projections and consideration of leveling requests.
 - Option #7: Use 100th day enrollment, in conjunction with trend analysis, as the basis for developing staffing projections.
 - Option #8: Base staffing projections on 100th day enrollment; then review enrollment following Spring Break, and make adjustments, as appropriate, prior to issuing teacher contracts.
 - Option #9: Reduce class size by 0.5 at all grade levels.
 - Option #10: Reduce class size by 0.5 for grades 4-6.
 - Option #11: Consider adjusting class size based on square footage of classrooms.
 - Option #12: Consider multi-age classrooms.
 - Option #13: Develop staffing projections by considering enrollment at multiple points during the school year, i.e., highest point, mean, median.
 - Option #14: For center-based, self-contained special education programs (CCB and CCK), count each student as an additional 0.2 student in the appropriate regular education grade level; District-wide the cost of this option would be \$220,000.
- **Evaluating Options**
Each of the options was evaluated in light of the following criteria:
 - Balancing the budget/fiscal responsibility
 - Improved student growth
 - Continuity for students
 - Continuity for staffing and teachers
 - Timeliness and efficiency of the staffing process
 - Timeliness and fairness for teachers
 - Creating capacity at schools that have center-based programs in which inclusion and mainstreaming are likely
 - **Recommendation**
IBN approved Option #6, with the understanding that District administration will evaluate leveling needs related to inclusion programs. No Governing Board recommendation is required.

ISSUE K: PROGRAM COACHES – EXTRA PAY FOR EXTRA WORK

- **Description**
Program coaches play an integral and continually evolving role in WESD schools. They provide staff development, as well as instructional support and coaching at the school level; help to organize and facilitate PLC Wednesdays; support site-level implementation of District initiatives; analyze student achievement data; oversee ELL testing, AIMS testing and test security at the site. Program coaches afford support to and work closely with their school principal, not only during the school year, but during the summer as well. They participate in mandatory professional development

training and planning in June, and they return to school up to two weeks before teachers return in August.

Although becoming a program coach is often perceived as a promotion for teachers, there is no corresponding salary increase; program coaches remain on the teacher salary schedule. (Funding for program coaches is derived mostly through federal funding, i.e., Title I, Title II and Title III; only a small percentage of the total cost is funded through M&O.) Many program coaches have an administrative degree; however, that is not a requirement for the position. Some regard the position as a stepping stone to an assistant principal or principal position. We are not currently paying extra pay for extra work.

- **Options**

IBN members brainstormed the following options:

- Option #1: Maintain the status quo.
- Option #2: Increase the program coach stipend.
- Option #3: Develop a program coach salary schedule.
- Option #4: Have program coaches work a 227-day calendar rather than a 209-day calendar, and adjust their compensation accordingly.
- Option #5: Review the program coach job description and position requirements.

- **Evaluating Options**

Each of the options was evaluated in light of the following criteria:

- Fiscal responsibility
- Attracting and retaining well qualified people
- Compensating people for the responsibilities they hold
- Recognition that the program coach must be strong and have expertise in all areas
- Providing ongoing professional development
- Structuring program coaches' time within a set schedule and calendar
- Providing promotional opportunities
- Compliance with federal and state expectations and demands
- Caring for the mental and physical health of the principal
- Providing instructional consistency to promote student growth
- Supporting a "grow your own" principal development process in the District

- **Recommendation**

IBN reached consensus on Option #4, having program coaches work a 227-day calendar and adjusting their compensation accordingly. Team members also agreed that the issue of granting program coaches extra pay for extra work performed falls within the purview of the Human Resources Department. No Governing Board recommendation is required.

ISSUE L: IBN WORKING CONDITIONS SURVEY

- **Description**

Annually, beginning with the 2009-2010 school year, IBN has conducted a District-wide survey to solicit feedback regarding employee working conditions, e.g., workload, expectations, resources, opportunities for growth. Every regular employee is encouraged to take this anonymous, online survey, the results of which provide guidance to IBN.

- **Options/Evaluating Options**

IBN members discussed and agreed that some minor revisions be made to last year's survey before making it available for employees to complete. Their interests with regard to the survey include the following:

- Collaborative improvement; working together to be better
- Communicating with employees
- Validity of questions
- Creating a workplace environment where employees feel valued
- Increasing conversations between employees and their supervisors
- Providing a measurable picture of working conditions in the District
- Identifying changes in working conditions over time
- Giving accurate feedback

- **Recommendation**

Detailed results of the 2011-2012 IBN Working Conditions Survey are presented in *Attachment B*. Each school and department has been provided site-specific survey results that supervisors have been asked to share with staff following AIMS week. Based on the results, employees at each site will work together to identify the specific issues/themes they will address in order to improve their working conditions. Each site will develop a brief action plan in which they will outline their intended follow up. No Governing Board recommendation is required.

ISSUE M: ONE-TIME, PER DIEM STIPEND/SIGNING BONUS TO BE DISTRIBUTED AT END OF THE 2011-2012 SCHOOL YEAR

- **Description**

Pursuant to Arizona Laws 2011, Ch. 26, §4, beginning July 1, 2011, the Arizona State Retirement System (ASRS) contribution rate changed from its previous 50/50 split between the employee and the employer to a 53% employee share and a 47% employer share. The reduction from the employer contribution rate was to be transferred to the state general fund, and school district budgets were to be reduced by that amount. However, based on recent judicial and legislative outcomes related to ASRS, the District will no longer be faced with the previously mandated reduction of budget capacity, thereby freeing up funding to grant a one-time, per diem payment to employees at the end of the current school year.

There are no legal issues regarding the payment of a stipend to classified employees; however, this does not hold true for employees who are currently under contract, i.e., all certified employees and administrators. Nevertheless, it is legal to offer those employees a one-time, per diem payment as a signing bonus for having signed and returned their 2012-2013 contract within a designated period of time, which must be less than 15 working days from the date of issuance. IBN considered options regarding parameters for a signing bonus.

Options

IBN members considered the following options:

- Option #1: Require that the certified employee or administrator return his or her signed 2012-2013 contract within 10 working days of issuance in order to qualify for the one-time, per diem signing bonus; this offer would apply only to returning employees.
- Option #2: Require that the certified employee or administrator return his or her signed 2012-2013 contract within 5 working days of issuance in order to qualify for the one-time, per diem signing bonus; this offer would apply only to returning employees.
- **Evaluating Options**
Each of the options was evaluated in light of the following criteria:
 - Giving employees enough time, but not too much time
 - Employee retention
 - Boosting employee morale
 - For staffing purposes, the importance of determining which employees are returning
 - Legal considerations
 - “Use it or lose it”
 - Facilitating District accounting
- **Recommendation**
IBN is recommending that a one-time stipend, equal to the employee’s daily rate as of March 26, 2012, be paid to each classified employee at the end of his or her 2011-2012 work year.

Additionally, IBN is recommending that a one-time signing bonus, equal to the employee’s daily rate as of March 26, 2012, be paid to each certified employee/administrator who returns his or her signed 2012-2013 contract within 10 days of issuance.

OTHER ISSUES

The following is a brief recap of other issues that were addressed by the 2011-2012 IBN Team, none of which generated a Governing Board recommendation.

- **Certified Reduction in Force (RIF) Review**
WESD Regulation GCQA-R, Professional Staff Reduction in Force, states that the reduction in force (RIF) “process shall be reviewed annually.” In accordance with GCQA-R, IBN members approved minor revisions to the RIF rubric, effective July 1, 2012, that align the rubric with proposed teacher evaluation process changes.
- **Consideration of Reconfiguring the Instructional Day at Middle Schools**
Some of the middle schools have developed innovative approaches to fulfill specific needs at their site. Implementation of these plans typically requires that adjustments be made to the school’s daily schedule; most frequently, a small amount of time is reduced from each period during the day in order to create a shortened, quasi seventh period at the end of the school day. This minor restructuring of time within the day does not involve additional staffing.
- **Revised Calendars for Bus Drivers and Nutrition Services Employees**
For years, bus drivers and nutrition services employees have been asked to work on unscheduled days in preparation for the new school year, and they have been paid stipends for doing so. Because the days were not part of their official work calendar, however, they could not be *required* to participate. IBN members approved expanding the bus drivers’ calendar by five days and the

nutrition services employees' calendar by four days in lieu of paying stipends for unscheduled work days.

- **Grading Days for Teachers**

It was suggested to IBN that an additional day on the teachers' calendar be designated a grading day. This matter was referred to the WESD Calendar Committee, which is facilitated by Dr. Maggie Westhoff. Dr. Westhoff reported back to IBN the committee's concern that increasing the number of teacher grading days from three to four could arouse negative public sentiment. Instead, their members suggested that schools could opt to use one of the site-based professional development days as a grading day.

III. Prepare a cost-benefit analysis/cost assessment of each option.

The following are estimated costs for the recommendations listed under Section V, below:

- Recommendation #1:
 - Estimated cost of \$329,000, based on 2011-2012 return-to-work employees
- Recommendation #2:
 - Estimated savings of \$2,353
- Recommendation #3:
 - Estimated expenditure of \$2.3 million from federal Medicaid funds
- Recommendation #4:
 - Estimated cost of \$121,000 - \$165,000 to address speech pathologist salary anomaly
 - Estimated cost of \$0 - \$23,000 to address occupational therapist and physical therapist salary anomalies
 - Estimated cost of \$201,436 to restore all stipends to pre-budget reduction levels
 - Estimated cost of providing additional one-time, lump sum payment to employees will vary depending on available funding
- Recommendation #5:
 - Neither a cost nor a savings
- Recommendation #6:
 - Estimated cost of \$400,000

IV. Seeking stakeholder feedback when relevant and/or necessary.

Employees received periodic communiqués (*Attachment G*) via e-mail during the IBN process. In addition to providing updated information, each communiqué sought to dispel rumors and to encourage employees to share their questions, comments and suggestions with their respective IBN representative. Each communiqué listed the names and e-mail addresses of all IBN Team members.

V. Use conclusion(s) to develop a rationale and prepare recommendation(s) to present to the Governing Board for action.

Recommendations:

1. It is recommended that no changes be made for 2012-2013 with regard to current or new return-to-work employees, including both those who are hired to fill regular positions and those who are hired as substitute teachers, with the District absorbing the associated alternate contribution rate costs.
2. It is recommended that a 1.0 FTE roving custodian position be added for the 2012-2013 school year to provide coverage for absences and vacancies. It is further recommended that 12 night custodian positions be converted to 1.0 FTE for the 2012-2013 school year (these positions were previously .5; two schools were staffed by one person). It is further recommended that 17 night custodian positions be converted from 12-month (260 days) to 9-month (199 days) positions for the 2012-2013 school year. It is further recommended that the additional 0.5 FTE night custodian positions that had been allocated to Sunnyslope and to Lookout Mountain for the 2011-2012 school year be eliminated for the 2012-2013 school year.
3. It is recommended that a one-time, lump sum payment of \$400 be distributed to each 1.0 FTE employee (and prorated based on FTE for less than full-time employees) hired between 7/1/2011 and 3/1/2012, and still employed by WESD in a regular position as of the first day of the 2012-2013 school year. It is further recommended that a one-time, lump sum payment of \$608 be distributed to each 1.0 FTE employee (and prorated based on FTE for less than full-time employees) hired during the 2010-2011 school year and still employed by WESD in a regular position as of the first day of the 2012-2013 school year. It is further recommended that a one-time, lump sum payment of \$816 be distributed to each 1.0 FTE employee (and prorated based on FTE for less than full-time employees) hired during the 2009-2010 school year and still employed by WESD in a regular position as of the first day of the 2012-2013 school year. It is further recommended that a one-time, lump sum payment of \$1024 be distributed to each 1.0 FTE employee (and prorated based on FTE for less than full-time employees) hired prior to the 2009-2010 school year and still employed by WESD in a regular position as of the first day of the 2012-2013 school year. It is further recommended that designated funds be paid in full to eligible employees with their August 24, 2012 paycheck and that they be based on the employee's FTE as of March 26, 2012.
4. It is recommended that if additional K-12 funding is approved by the legislature for 2012-2013, and the total additional funding is less than \$1.3 million, then the following actions be taken, in the order listed:
 - Address speech pathologist salary anomaly.
 - Address occupational therapist and physical therapist salary anomalies.
 - Restore stipends up to the amount they have been reduced due to budget reductions during recent years, with the percentage increase of stipends to depend on available funding.It is further recommended that if additional K-12 funding is approved by the legislature for 2012-2013, and the total additional funding is greater than or equal to \$1.3 million, then the following actions be taken, in the order listed:
 - Address speech pathologist salary anomaly.
 - Address occupational therapist and physical therapist salary anomalies.
 - Provide compensation as one-time money in 2012-2013, in addition to and in accordance with the recommendation for distributing funds in Recommendation #3, above, with appropriate "if...then" language included in employee contracts.
5. It is recommended that the substitute teacher budget/process straw design outlined under Issue G be approved for the 2012-2013 school year.

6. It is recommended that a one-time stipend, equal to the employee's daily rate as of March 26, 2012, be paid to each classified employee at the end of his or her 2011-2012 work year. It is further recommended that a one-time signing bonus, equal to the employee's daily rate as of March 26, 2012, be paid to each certified employee and administrator who returns his or her signed 2012-2013 contract within 10 days of issuance.

2011-2012
Interest-based Negotiations
Member List

<u>NAME</u>	<u>CATEGORY</u>	<u>CONSTITUENTS/POSITION</u>
Bailey, Dr. Lyn	District Resource (Nonvoting)	<i>Assistant Superintendent for Administrative Services</i>
Brown, Joslyn	Certified - WDEA	Kindergarten/1st Grade/2nd Grade
Carpenter, Eric	Classified	Trades/Maintenance/Warehouse/At-Large - Nonstudent-Based
Cook, Dr. Susie	Superintendent (Nonvoting)	Governing Board
Flores, Patricia	Classified	Classified - Administrative Center
Gray, Paula	Certified - Non-Affiliated	3rd/4th Grades
Hale, Carrie	Certified - WPE	7th/8th Grades
Hertzog, Bruce	Classified	Transportation
Heydorn, Nancy	Classified	Classified - At-Large
Hollingsworth, Christine	Administration	Administrators - School-Based (Principals/Assistant Principals)
LaPine, Nina	Certified - WDEA	Special Education
Martinez, Jessica	Classified	Instructional Assistants/At-Large - Student-Based
Murosky, Dr. Steve	Administration	Administrators - Administrative Center
Perry, Talia	Certified - Non-Affiliated	Other Professionals (Program Coaches, Psychologists, Social Workers, Nurses, OTs, PTs, Student Service Specialists)
Phillips, Stephanie	Classified	Nutrition Services
Segui, Janette	Classified	School-Based Office Staff
Simmons, Ken	WPE Resource (Nonvoting)	<i>President, Washington Professional Educators</i>
Squire, Darrin	Certified - WDEA	Special Subject Areas (Art, Music, PE, Library)
Sullivan, Janet	District Resource (Nonvoting)	<i>Assistant Superintendent for Academic Services</i>
Thompson, Cathy	District Resource (Nonvoting)	<i>Director of Business Services</i>
Trevillion, Dr. Mike	Administration	Administrators - School-Based (Principals/Assistant Principals)
Whalen, Mindy	WDEA Resource (Nonvoting)	<i>President, Washington District Education Association</i>

Wing, Justin	District Resource (Nonvoting)	<i>Director of Human Resources</i>
Wood, Grace	Certified - Non-Affiliated	5th/6th Grades

Attachment B

IBN Working Conditions Survey Results

IBN Working Conditions Survey Results



| Purpose |



Survey Purpose

The purpose of the District-wide working conditions survey is to evaluate and improve the quality of the workplace. By doing so, the IBN Team is focusing on the following interests:

- Collaborating for continuous improvement and growth
- Working together to be better
- Communicating with people at the school (colleagues and all)
- Having valid questions that measure what we seek
- Creating a workplace environment where I, the employee, feel valued
- Increasing conversation between employees and supervisors
- Having a measurable picture of working conditions
- Identifying working condition trends over time
- Giving accurate feedback



| Background |



Survey Objective

- Collect feedback from all employees District-wide regarding the working conditions of WESD
 - Analyze results District-wide for an overall perspective
 - Analyze results by site/department
 - Determine areas of concern as well as areas for improvement
 - Develop plan/next steps



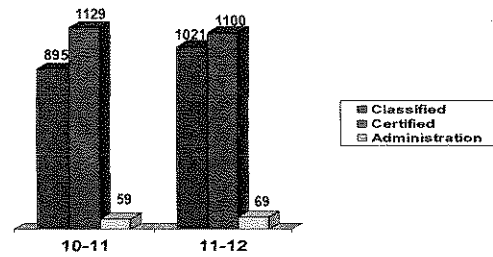
Survey Respondents

- 2,136 completed survey responses; 55 partial responses (3,077 invitations sent).
- 69% response rate (based on completed responses only) 71% if counting partial
- Response rate up from 2010-2011, which had 63%
- Survey took place between January 30 and February 8, 2012
- Survey responses are anonymous



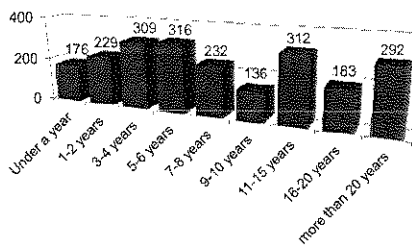
| Employee Profile |

Employee Responses by Type



Q. Please choose your employee type. Select from drop-down.
2160 total respondents answered this question.

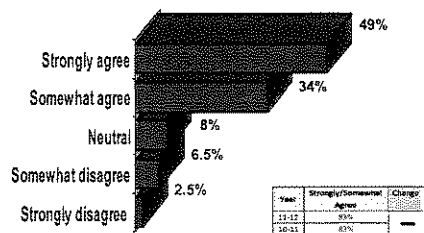
Employee Responses by Years of Service



Q. Years of service. Select from drop-down.
2185 total respondents answered this question.

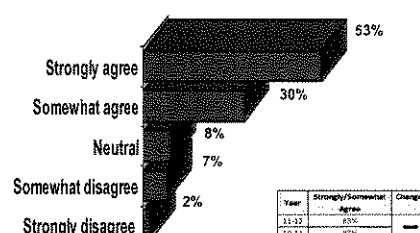
| Key Findings |

I feel as though I am treated as a professional

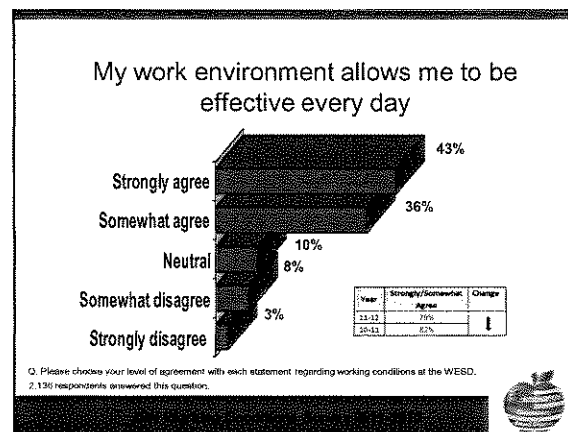
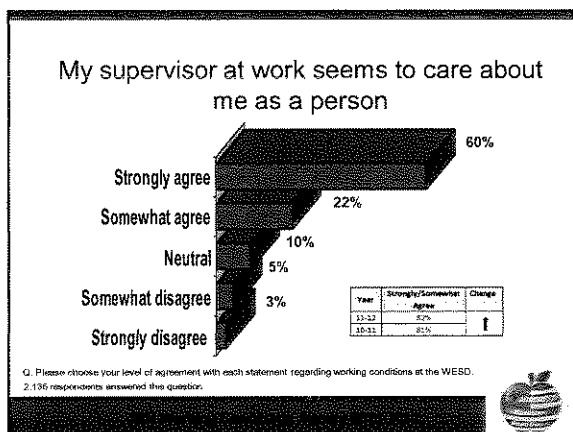
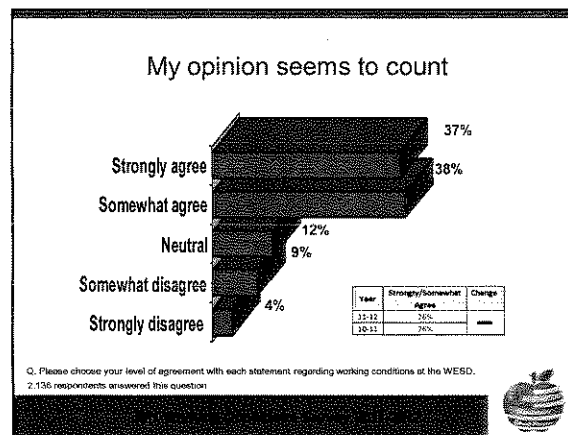
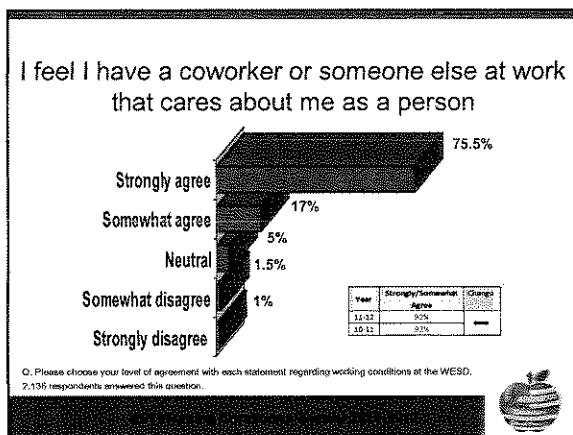
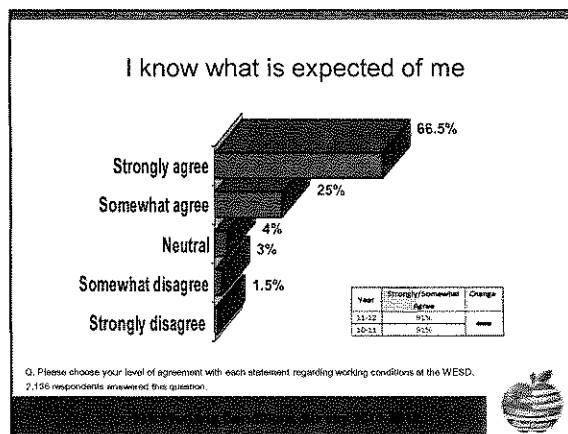
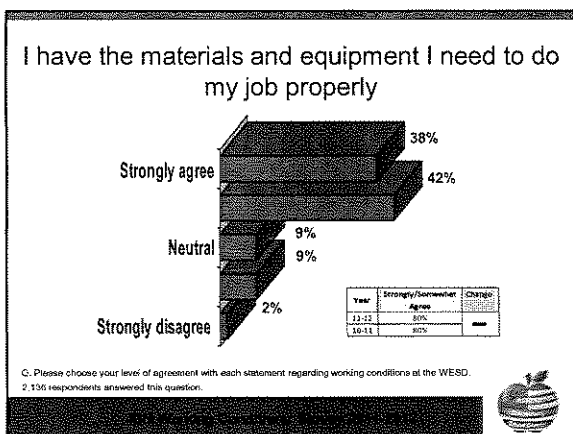


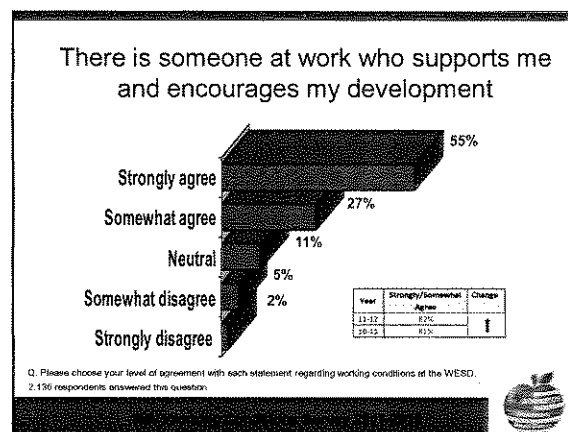
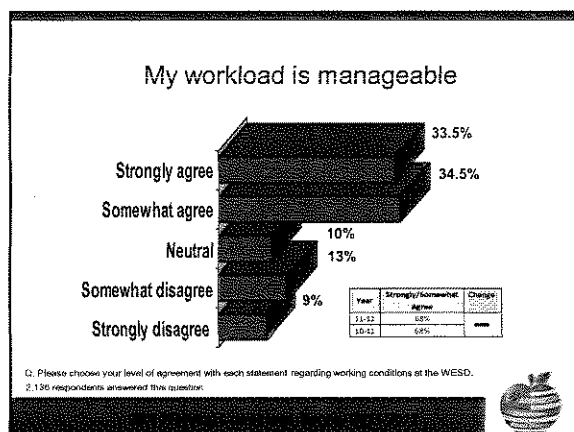
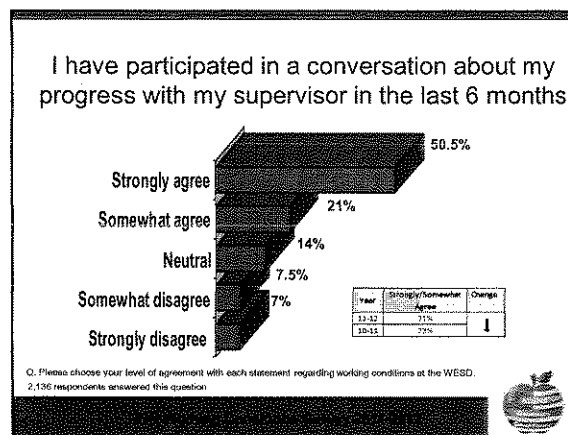
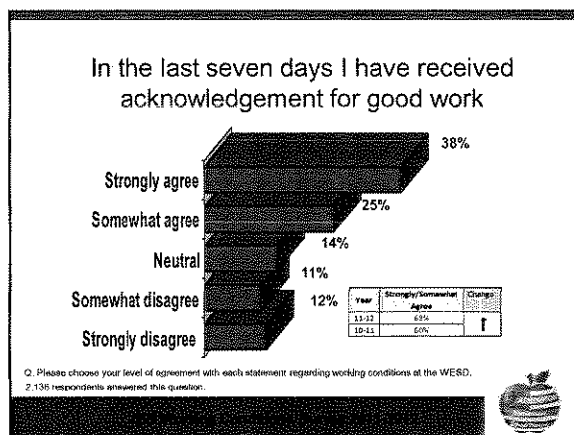
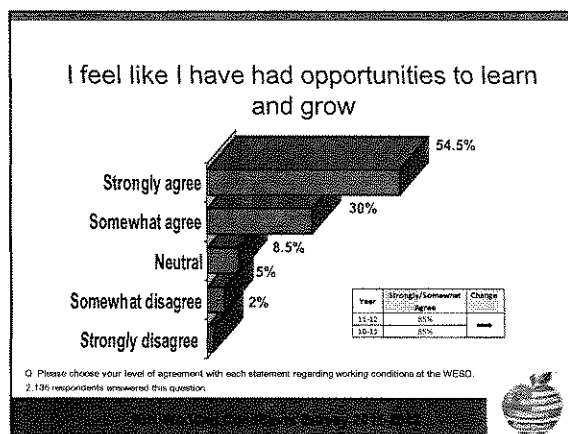
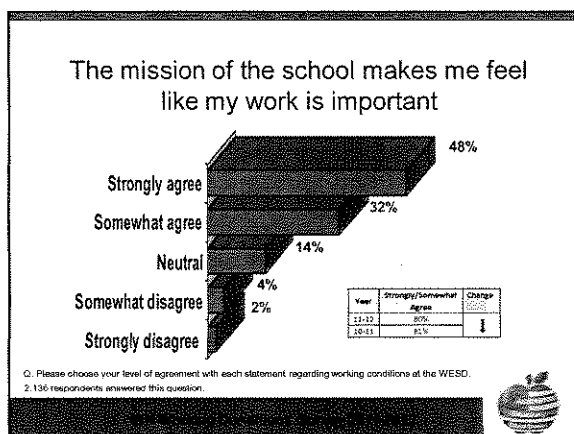
Q. Please choose your level of agreement with each statement regarding working conditions at the WESD.
2,136 respondents answered this question.

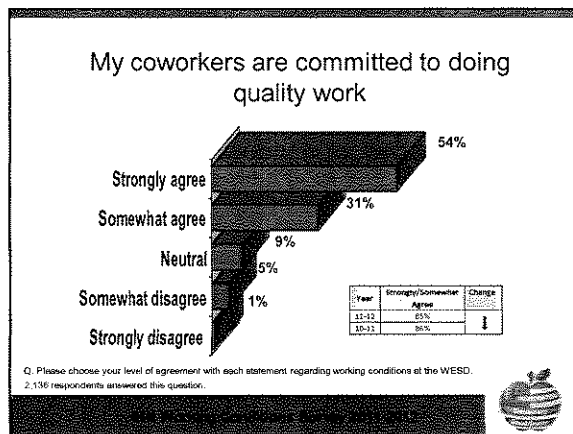
I feel I am a valued part of a team



Q. Please choose your level of agreement with each statement regarding working conditions at the WESD.
2,136 respondents answered this question.







Comparison to Previous Years

Question	Year	Strongly agree	Somewhat agree	Neutral	Somewhat disagree	Strongly disagree
I feel as though I am treated as a professional	11-12	49%	34%	8%	6.5%	2.5%
	10-11	49%	34%	7%	8%	3%
	09-10	46%	36%	7%	7%	4%
I feel I am a valued part of a team	11-12	53%	30%	8%	7%	2%
	10-11	52%	31%	7%	7%	3%
	09-10	46%	36%	7%	7%	4%
I have the materials and equipment I need to do my job properly	11-12	38%	42%	9%	9%	2%
	10-11	40%	40%	8%	9%	2%
	09-10	35%	39%	10%	11%	4%
I know what is expected of me	11-12	66.5%	25%	3%	3%	1.5%
	10-11	65%	26%	6%	3%	1%
	09-10	60%	28%	4%	4%	1%

Comparison to Previous Years

Question	Year	Strongly agree	Somewhat agree	Neutral	Somewhat disagree	Strongly disagree
I feel I have a co-worker or someone else at work who cares about me as a person	11-12	75.5%	17%	5%	1.5%	1%
	10-11	77%	15%	5%	1%	1%
	09-10	70%	16%	5%	2%	1%
My opinion seems to count	11-12	37%	38%	12%	9%	4%
	10-11	36%	37%	11%	9%	4%
	09-10	35%	36%	11%	10%	5%
My supervisor at work seems to care about me as a person	11-12	60%	22%	10%	3%	3%
	10-11	57%	24%	10%	5%	4%
	09-10	57%	24%	10%	5%	4%
My work environment allows me to be effective every day	11-12	43%	36%	10%	8%	3%
	10-11	45%	37%	8%	8%	3%
	09-10	40%	39%	8%	9%	4%

Comparison to Previous Years

Question	Year	Strongly agree	Somewhat agree	Neutral	Somewhat disagree	Strongly disagree
The mission of the school makes me feel like my work is important	11-12	48%	33%	14%	4%	2%
	10-11	56%	31%	13%	4%	2%
	09-10	45%	34%	13%	5%	3%
I feel I have had opportunities to learn and grow	11-12	54.5%	30%	8.5%	5%	2%
	10-11	54%	31%	9%	4%	2%
	09-10	51%	32%	9%	5%	3%
In the last seven days I have received acknowledgement for good work	11-12	38%	25%	14%	11%	12%
	10-11	35%	24%	16%	12%	14%
	09-10	35%	25%	16%	12%	14%
I have participated in a conversation about my progress with my supervisor in the last 6 months	11-12	60.5%	21%	14%	7.5%	7%
	10-11	51%	22%	19%	7%	6%
	09-10	50%	22%	12%	8%	6%

Comparison to Previous Years

Question	Year	Strongly agree	Somewhat agree	Neutral	Somewhat disagree	Strongly disagree
My workload is manageable	11-12	33.5%	34.5%	10%	13%	9%
	10-11	32%	36%	11%	14%	7%
	09-10	39%	36%	9%	15%	6%
There is someone at work who supports me and encourages me	11-12	50%	27%	11%	5%	2%
	10-11	55%	28%	11%	3%	3%
	09-10	50%	30%	11%	8%	3%
My co-workers are committed to doing quality work	11-12	54%	31%	9%	5%	1%
	10-11	56%	30%	9%	4%	1%
	09-10	52%	32%	9%	5%	2%

Comparison by Job Type

Question	Job Type	Strongly/Somewhat agree	Strongly/Somewhat agree
I feel as though I am treated as a professional	Classified	80%	80%
	Certified	85%	83%
	Administrative	96%	90%
I feel I am a valued part of a team	Classified	82%	81%
	Certified	84%	85%
	Administrative	97%	95%
I have the materials and equipment I need to do my job properly	Classified	63%	66%
	Certified	75%	76%
	Administrative	94%	91%
I know what is expected of me	Classified	93%	91%
	Certified	80%	80%
	Administrative	97%	95%
I feel I have a co-worker or someone else at work who cares about me as a person	Classified	81%	85%
	Certified	90%	90%
	Administrative	98%	98%
My opinion seems to count	Classified	76%	75%
	Certified	74%	76%
	Administrative	93%	93%

Comparison by Job Type

Question	Job Type	Strongly/ Somewhat agree	
		11-12	10-11
My supervisor at work seems to care about me as a person	Classified	92%	81%
	Certified	81%	80%
	Administrative	93%	83%
My work environment allows me to be effective every day	Classified	83%	83%
	Certified	74%	79%
	Administrative	90%	85%
The mission of the school makes me feel like my work is important	Classified	80%	80%
	Certified	79%	81%
	Administrative	94%	82%

Comparison by Job Type

Question	Job Type	Strongly/ Somewhat agree	
		11-12	10-11
My workload is manageable	Classified	81%	80%
	Certified	55%	56%
	Administrative	77%	86%
There is someone at work who supports me and encourages me	Classified	80%	79%
	Certified	84%	84%
	Administrative	87%	91%
My co-workers are committed to doing quality work	Classified	81%	82%
	Certified	88%	80%
	Administrative	94%	83%

| What factors are important to you in the current economic environment? |

Main Focal Points

- **Benefits/Health Insurance**
Rising costs and reductions in coverage mean overall take home pay is decreasing
- **Appreciation/Recognition**
Acknowledgement for willingness to take on increased workload despite lack of salary increase
- **Job Security/Stability**
As well as security that hours will not be cut back
- **Opportunities for Advancement/Professional Growth**
- **Compensation**
Happy to have job but feel it been long enough without a cost of living pay increase
- **Support / Collaboration**
Includes support from District, administrators, co-workers and parents
- **Positive environment/Teamwork**
Related factors include job satisfaction and commitment to serving students

Q. What factors are important to you during this economic environment?
1,856 respondents answered this question

Sample Comments

"A sense of pride in what I do and accomplish, a sense of belonging and appreciation."

"Having the necessary supplies for student instruction so don't have to use my own money."

"Knowing that I'm doing something important, reliability of continued employment and compensation for the amount of work I actually do."

"Continued opportunities for growth and advancement."

"Getting raises to compensate for the increases in health insurance and retirement so we are not making less every year."

"The morale of the staff is important because when teachers are unhappy it reflects on the students."

"Some recognition of the fact that we are required to do more but have not had any salary increase."

"It makes it hard to concentrate on work when I don't know how the bills are going to get paid."

Q. What factors are important to you during this economic environment?
1,856 respondents answered this question

| Identify the factors that impact your effectiveness in your current position |

Main Focal Points

Student Discipline/Parent Support

Support from All Levels

Class Size

Training/Professional development

Time/Workload

Lack of Resources/Supplies/Materials

Communication

Positive Work Environment

Stress of demands/expectations

Collaboration/Teamwork

Technology

Q. Identify the factors that impact your effectiveness in your current position?

1,542 respondents answered this question.



Sample Comments

"My school is very supportive and has a strong culture of cooperative learning that I love. I just wish I had more resources and materials for my classroom."

"Without all of us working together, the job can become very stressful and our efficiency limited."

As the families we serve have greater and more complex needs, it becomes more difficult to meet these needs. The stress level has increased but resources have not."

"Time to work as a team, paperwork demands, time to collaborate with other staff members."

"The large number of students in my class makes my job difficult and, I believe, compromises my effectiveness."

"The technology at the school is not adequate to meet the needs of students and teachers."

"Flexibility in implementing my own knowledge and skills to do my job more effectively."

Q. Identify the factors that impact your effectiveness in your current position?

1,542 respondents answered this question.



| Realistically, if you could improve your working environment, what changes would you make? |



Main Focal Points

Facilities upgrades (more storage space, better cleaning, etc.)

Reduce Class Size/Caseload

Resources/Materials/Equipment

More Classroom Time

More staff/reduced workload

Compensation

Praise/respect/recognition

Technology upgrades (Smartboards, printers, Internet access, etc.)

Q. Realistically, if you could improve your working environment, what change(s) would you make?

1,515 respondents answered this question.



Sample Comments

"If the District insists on keeping the non-negotiables, we need to be given more job-embedded time to plan."

"Improved collaboration, culture of success/optimism in workplace."

"Being paid more would make me feel like I was more important."

"Lower class sizes and enough money for subs so classes are not split."

"Support dealing with assessment workload, consistency in communication of expectations and program/curriculum models."

"Having enhanced technology would make a difference in bring the 'world' to students."

"I love my job and want to be the best teacher I can possibly be, but I need time to accomplish this properly."



| Please rate the overall working conditions of the WESD |



Grading the WESD

Overall the WESD was generally thought of as a good or excellent place to work.

- 81% rated as Excellent or Good ↑
- 13% rated as Neutral ↑
- 6% rated as Poor or Very Poor ↓

Rating	Excellent	Good	Neutral	Poor	Very Poor
11-12	28%	53%	13%	5%	1%
10-11	28%	55%	12%	4%	1%

Q. Please rate the overall working conditions of the WESD.
2,052 respondents answered this question.



Overall Grade by Employee Type

- 82% of Classified rated as Excellent or Good
- 80% of Certified rated as Excellent or Good
- 96% of Administrative rated as Excellent or Good

Rating	Excellent	Good	Neutral	Poor	Very Poor
Classified	29	53	14	3	1
Certified	25	55	12	7	1
Administrative	68	28	4	0	0

Q. Please rate the overall working conditions of the WESD.
2,052 respondents answered this question.



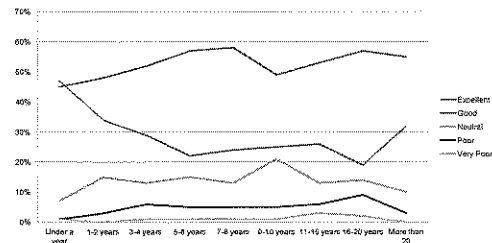
Overall Grade by Years of Service

Rating	Excellent	Good	Neutral	Poor	Very Poor
Under a year	47%	45%	7%	1%	1%
1-2 years	34%	48%	15%	3%	0
3-4 years	29%	52%	13%	6%	1%
5-6 years	22%	57%	15%	5%	1%
7-8 years	24%	58%	13%	5%	1%
9-10 years	25%	49%	21%	5%	1%
11-15 years	26%	53%	13%	6%	3%
16-20 years	19%	57%	14%	9%	2%
More than 20	32%	55%	10%	3%	0

Q. Please rate the overall working conditions of the WESD.
2,052 respondents answered this question.



Overall Grade by Years of Service



Q. Please rate the overall working conditions of the WESD.
2,052 respondents answered this question.



Additional Feedback

Many comments reinforced the previous themes, however employees also used this section as an opportunity to offer unsolicited words of encouragement

I appreciate that the WESD administration is making an effort to listen to employees and provide the best possible environment for students and employees.

I enjoy the people I work with and feel that administration makes every attempt to support us.

I feel my work is really important and feel appreciated by both employees and students. I think this is the best job I've had.

I love where I work and the people I work with. We all want great student achievement and to mold our students into productive and positive adults.

I feel truly honored to work in a District that cares so much about making sure children receive a good education.

My coworkers are absolutely the best to work with.

I am thankful to work for WESD. I believe our District strives for success not only with students but with employees.

I enjoy my job, my supervisor is always willing to listen and help me when needed, administration is forward thinking and I always feel that the best interest of all stakeholders is considered before decisions are made.

Q. Please share any additional feedback about the working conditions of the WESD.
641 respondents answered this question.



G-3211 GCD-R/GDD-R

**PROFESSIONAL/SUPPORT STAFF
VACATIONS AND HOLIDAYS****Introduction**

For purposes of vacation/holiday eligibility, regular full-time employees are employees that are regularly scheduled to work at least forty (40) hours per week in one (1) or more assignments or 1.0 F.T.E. certificated teachers. Regular part-time employees are employees that are regularly scheduled to work in one (1) or more assignments less than forty (40) hours per week or less than 1.0 certificated teachers. The definition of a regular employee does not include, but is not limited to, the following: temporary employees, substitute teachers, independent contractors, and interns. Temporary employees are typically hired to work for the duration of a project or to fill a role for a limited period of time. Independent contractors are employees of firms/companies or individuals with whom the District contracts directly.

Employees are required to either be at work or on an approved leave, which consists of the District's leaves of absence, vacation, or a holiday. If an employee has used more vacation/holiday days than have been earned, the District will deduct the excess used days from the employee's paycheck in accordance with applicable law. The employee may also be subject to discipline when warranted.

Employees that are off payroll (short-term disability, leave of absence without pay, workers' compensation, etc.); or on sabbatical leave do not accrue vacation and are not paid holidays, unless allowed by District policy, regulation, or applicable law.

An employee's regular assignment does not include temporary positions. Regular employees working in temporary positions do not accrue and may not use vacation or holidays, except for employees functioning in a workers' compensation light duty assignment or employees assigned to work in a temporary assignment in place of their regular assignment.

Employees eligible for workers' compensation benefits may use unused accrued vacation days in an amount necessary to offset the difference between their regular gross pay and their workers' compensation benefits.

Vacations

Twelve (12) month certificated administrators shall take their vacation when school is not in session. If workloads disallow vacations as established, the Superintendent may approve vacation days during the school year.

Vacation Amount

All regular, twelve (12) month employees who are regularly assigned to work twenty (20) or more hours per week, earn the following vacation amounts per fiscal year based on years of service, calculated from the anniversary date of regular employment:

If hired on or before September 30, 2008:

Start date through the end of the fifth (5 th) year	fifteen (15) days
Beginning of sixth (6 th) year and above	twenty (20) days

If hired or rehired on or after October 1, 2008:

Start date through the end of the fifth (5 th) year	ten (10) days
Beginning of sixth (6 th) year through the end of the tenth (10 th) year	fifteen (15) days
Beginning the eleventh (11 th) year and above	twenty (20) days

All regular, twelve (12) month administrators who are regularly assigned to work twenty (20) or more hours per week, earn twenty (20) vacation days per fiscal year.

Upon completion of the applicable years of service, employees move to the next level of the vacation schedule at the first pay period after the anniversary date in which they were hired into a position eligible for vacation.

Current employees who become eligible for vacation because of a change of position or hours earn vacation at the beginning number of days.

Vacation is earned in equal pro-rated amounts on a monthly basis from July 1 to June 30. One (1) day of vacation is equivalent to an employee's regularly scheduled hours for the eligible position(s). Employees who begin employment after the start of the fiscal year receive a proportional amount of vacation based on their anniversary date.

Vacation Requests

All vacation requests must be approved by the appropriate supervisor at least one (1) week prior to the scheduled vacation.

Vacation Accruals

Vacation days may be taken as earned during the current fiscal year and may be carried over for six (6) months into the new fiscal year (July 1 – December 31). Any vacation days from the previous fiscal year that are not used by December 31 of the new fiscal year are forfeited and deleted from the employee's vacation accrual. These days cannot be used, carried over, or paid out to the employee.

Employees must use a minimum of ~~four (4) consecutive hours~~ **one (1) hour** when using vacation leave. Employees must use leave in fifteen (15) minute increments after the minimum of ~~four (4) consecutive hours~~ are **one (1) hour is** met.

Vacation Reimbursement

When employees voluntarily or involuntarily terminate employment they are paid their unused vacation days at their regular rate of pay.

When a vacation eligible employee accepts a position in the District that is not vacation eligible, the employee will be paid out for their unused accrued vacation days at their regular rate of pay.

Holidays

Regular non-exempt employees who are regularly assigned twenty (20) hours per week or more shall receive Governing Board-approved holidays based on the length of the employee's work year in their regular assignment. Exempt employees receive holidays in accordance with Governing Board-approved calendars.

One (1) day of holiday pay is equivalent to an employee's regularly scheduled hours for the position(s).

ANOMALY - Speech Therapist**Story**

Speech Therapist	Salary Range	Level 1	43,106	59,750
		Level 2	45,106	62,550
		Level 3	47,106	65,350

SLPA Salary Range

On 209 day calendar

Certificate incentive of 1875 for CCCs

Considered a hard to fill position (and has been for years)

Reduced FTE over the past few years, still have to use contracted services

At this time, 5.75 FTE is filled by contracted agency (cost of approx \$525K)

During recruiting fairs, most pass the WESD booth due to money

Comparable, neighboring districts pay considerably more in total salary

Many applicants have turned down job offers because of salary placement

History shows that WESD is unable to compete and hire for those with less than 10 years of experience

Must compete with school districts and contract agencies

Shortage in the labor market

Interests

Fairness

Equity

Retention

Recruitment

Fiscal responsibility

Options

Do nothing

Address compression

Make the starting salary competitive with neighboring districts (top quartile)

Revisit next year...errrr...when there is money

Address SLPA salary schedule

Address SLP salary schedule

Maintain SLT salary schedule

Straw Design

1. Bring 2 options to IBN to consider

Option 1

SLPA Starting pay at \$34,000 to \$42,000
 Place current SLPAs onto new salary range by giving \$200 for each year of total SLPA experience
 Do not place current employees beyond ending salary
 Move to 209 day teacher calendar

SLT

Give \$800 - prorate based on FTE
 Do not pay Prop 301 in the future
 Keep 2 levels Level 1 43,106 59,750
 Level 2 45,106 62,550

SLP

Starting pay at \$55,000 to \$69,500
 Place current SLPs onto new salary range by giving \$400 for each year of total SLP experience
 Ensure all SLP receive a minimum of \$800
 Do not place current employees beyond ending salary

ANOMALY - Speech Therapist

Do not pay Prop 301 in the future

Total Cost	Sub Total	\$225,000	
	Prop 301		Already budgeted, but would be transferred into this

Cost	\$224,829.00
Perf Pay	\$60,000.00
Total Cost	\$164,829.00 * Assumes filling all FTE with WESD employees

Option 2

SLPA Starting pay at \$34,000 to \$42,000
 Place current SLPAs onto new salary range by giving \$200 for each year of total SLPA experience
 Do not place current employees beyond ending salary
 Move to 209 day teacher calendar

SLT Give \$800 - prorate based on FTE
 Do not pay Prop 301 in the future

Keep 2 levels	Level 1	43,106	59,750
	Level 2	45,106	62,550

SLP Starting pay at \$54,000 to \$69,500
 Place current SLPs onto new salary range by giving \$400 for each year of total SLP experience
 Ensure all SLP receive a minimum of \$800
 Do not place current employees beyond ending salary
 Do not pay Prop 301 in the future

Total Cost	Sub Total	\$225,000	
	Prop 301		Already budgeted, but would be transferred into this

Cost	\$181,100.00
Perf Pay	\$60,000.00
Total Cost	\$121,100.00 * Assumes filling all FTE with WESD employees

ANOMALY - OTPT

Story

Current Salary Range 44,156 64,000
On 209 day calendar
No certificate incentive
Considered a hard to fill position
This school year - 6 applications
Only 2 of the 6 qualified for the position
The 2 qualified candidates turned down job offer due to salary placement
Comparable, neighboring districts pay considerably more in total salary
Currently 1.75 FTE is contracted at a cost of \$175,000
About 4 FTE expected to retire within next 14 months
Must compete with school districts, contract agencies, and other organizations for this position

Interests

Fairness
Equity
Retention
Recruitment
Fiscal responsibility

Options

Do nothing
Address compression
Make the starting salary competitive with neighboring districts (top quartile)
Revisit next year...errrr...when there is money

Straw Design

1. Bring 2 options to IBN to consider

Option 1

Starting pay at \$52,000
Place current OTPTs onto new salary range by giving \$500 for each year of total OTPT experience
Ensure all OTPTs receive a minimum of \$1875
Total Cost: \$23,400 (\$104,000 if unable to hire for current 1.75 FTE)

Option 2

Starting pay at \$50,000
Place current OTPTs onto new salary range by giving \$525 for each year of total OTPT experience
Ensure all OTPTs receive a minimum of \$1875
Total Cost: -\$3,700 (\$80,100 if unable to hire for current 1.75 FTE)

ATTACHMENT F

Date:

To: Name of Classified Employee/Location

From: Name of Principal or Department Supervisor

Subject: Classified Letter of Intent for the 2012-2013 School Year

This letter is to notify you that Washington Elementary School District's Governing Board intends to continue your employment with the District for the 2012-2013 school year, subject to WESD's receipt of allocated funding from state, federal and other funding entities.

As of (date) , your position(s) and rate(s) of pay for the 2012-2013 school year are indicated below. *Please note that this Letter of Intent will be the only one you receive for 2012-2013; if any changes to the information below occur, you will be informed by your supervisor.*

(1) Job Title: _____

Rate of Pay: \$ _____ / _____

(2) Job Title: _____

Rate of Pay: \$ _____ / _____

(3) Job Title: _____

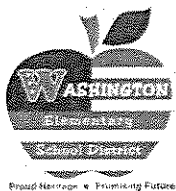
Rate of Pay: \$ _____ / _____

Your work calendar and payroll dates calendar are enclosed for your reference.

I wish you a safe and enjoyable summer, and I look forward to a successful 2012-2013 school year.

Attachment G

The pages that follow provide a copy of each IBN communiqué that was e-mailed to employees.



Interest-Based Negotiations Team

Communiqué

January 2012

MISSION STATEMENT: The mission of the Washington Elementary School District is student achievement, preparing all students to become responsible, successful contributors to our diverse society.

Joslyn Brown
Certified: Grades K-2
joslyn.brown@wesdschools.org

Eric Carpenter
Classified: Trades/Maintenance/Warehouse/
At-Large – Nonstudent-based
eric.carpenter@wesdschools.org

Patricia Flores
Classified: Administrative Center
patricia.flores@wesdschools.org

Paula Gray
Certified: Grades 3-4
paula.gray@wesdschools.org

Carrie Hale
Certified: Grades 7-8
carrie.hale@wesdschools.org

Bruce Hertzog
Classified: Transportation
bruce.hertzog@wesdschools.org

Nancy Heydorn
Classified: At-Large
nancy.heydorn@wesdschools.org

Christine Hollingsworth
Administrators: Principals/Asst Principals
christine.hollingsworth@wesdschools.org

Nina LaPine
Certified: Special Education
nina.lapine@wesdschools.org

Jessica Martinez
Classified: Instructional Assistants
jessica.martinez@wesdschools.org

Steve Murosky
Administrators: Administrative Center
steve.murosky@wesdschools.org

Talia Perry
Other Professional Certified
talia.perry@wesdschools.org

Stephanie Phillips
Classified: Nutrition Services
sheafel@wesdschools.org

Janette Segui
Classified – School-based Office Staff
janette.segui@wesdschools.org

Darrin Squire
Certified: Special Subject Areas
darrin.squire@wesdschools.org

Mike Trevillion
Administrators: Principals/Asst Principals
michael.trevillion@wesdschools.org

Grace Wood
Certified: Grades 5-6
grace.wood@wesdschools.org

Lyn Bailey (Resource)
Asst Superintendent-Administrative Services
lyn.bailey@wesdschools.org

Susie Cook (Resource)
Superintendent, Representing Governing
Board
susie.cook@wesdschools.org

Ken Simmons (Resource)
Certified: Middle/Junior High Schools
ken.simmons@wesdschools.org

Janet Sullivan (Resource)
Asst Superintendent-Academic Services
janet.sullivan@wesdschools.org

Cathy Thompson (Resource)
Director of Business Services
cathy.thompson@wesdschools.org

Mindy Whalen (Resource)
Certified: Middle/Junior High Schools
mindy.whelen@wesdschools.org

Justin Wing (Resource)
Human Resources
justin.wing@wesdschools.org

What is meant by interest-based negotiations (IBN)?

The IBN process is a method of reaching group decisions by using non-adversarial techniques. These techniques are familiar to most people and include trust, relationship building, consensus and conflict resolution strategies.

What is WESD's Interest-Based Negotiations Team?

The District's IBN Team includes seven certified employees, seven classified employees and three administrators who use an interest-based process to address communications, problem-solving and negotiations for the employee groups of WESD. Additionally, seven nonvoting members serve in a resource capacity. From the work of this team, recommendations are made to the Superintendent and Governing Board on a variety of topics.

The IBN Team is led by a highly skilled facilitator who remains neutral throughout the process while providing direction, organization and support; the facilitator encourages team members' participation and ensures that an atmosphere of respect is maintained.

What is the purpose of the IBN Communiqué?

Communiqués will be e-mailed periodically to all employees as a means of sharing information about the IBN Team's current areas of focus. **Each communiqué includes the list of 2011-2012 IBN Team members and their e-mail addresses; employees are encouraged to contact their representatives with questions, concerns and suggestions.**

Introductory Meetings/New Members

The 2011-2012 Interest-Based Negotiations Team met on Tuesday, January 24, 2012, and Wednesday, January 25, 2012, and welcomed the following new members:

- *Patricia Flores*, representing classified employees at the Administrative Center
- *Carrie Hale*, representing certified employees, grades 7-8
- *Christine Hollingsworth*, representing principals and assistant principals
- *Steve Murosky*, representing administrators at the Administrative Center
- *Janette Segui*, representing classified, school-based office staff

During these introductory meetings, team members learned about the interest-based model and its application. They explored WESD's implementation of the IBN model from a historical perspective and identified lessons that have been learned. They discussed roles and responsibilities of IBN members, stages of team development and characteristics of effective teams.

IBN members conducted an environmental scan during which they reviewed current events at the local, state and federal levels that could impact the Team's work. Additionally, they identified issues that IBN will address during upcoming meetings.

Working Conditions Survey

IBN is currently conducting its third annual working conditions survey. The purpose of the survey is to collect feedback from all employees regarding their working conditions in the District, e.g., workload, expectations, resources, opportunities for growth, etc. Every WESD employee is encouraged to complete this anonymous, online survey, the results of which will guide some of IBN's work this year.



Interest-Based Negotiations Team

Communiqué

January 2012

MISSION STATEMENT: The mission of the Washington Elementary School District is student achievement, preparing all students to become responsible, successful contributors to our diverse society.

Consideration of Employee Phased Retirement Program for 2012-2013

During six of the past eight years, WESD has offered eligible employees the option of participating in a phased retirement/employee leaseback program through smartschoolsplus, inc. IBN members discussed the feasibility of offering this option to eligible employees in 2012-2013. They developed a consensus recommendation that will be presented to the Governing Board on February 9, 2012.

Substitute Teacher Budget and Process

Every year, beginning in 2009-2010, each school has been allocated a substitute teacher budget. Additionally, each school has developed a substitute plan that outlines actions that school personnel will take if substitute teachers are unavailable or if the school's substitute budget allocation has been exhausted. Concerns about the substitute teacher budget and process had been brought to the attention of IBN representatives, and Team members discussed the issue at length. IBN principal representatives, as well as Human Resources and Finance Department resource personnel, will work with the principals' group to seek options for resolution. Options will be shared with the full IBN Team during a future meeting.

Next IBN Meeting

The next IBN meeting will be held on Thursday, February 2, 2012.



Interest-Based Negotiations Team

Communiqué

Early February 2012

MISSION STATEMENT: The mission of the Washington Elementary School District is student achievement, preparing all students to become responsible, successful contributors to our diverse society.

Joslyn Brown
Certified: Grades K-2
joslyn.brown@wedschools.org

Eric Carpenter
Classified: Trades/Maintenance/Warehouse/
At-Large – Nonstudent-based
eric.carpenter@wedschools.org

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patricia.flores@wedschools.org

Paula Gray
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The 2011-2012 IBN Team met on Thursday, February 2, 2012.

Return-to-Work Employees

This year, approximately 80 FTE (full-time equivalent) WESD employees are ones who retired, are collecting a pension through the Arizona State Retirement System (ASRS) and have been rehired by the District. Referred to as *return-to-work* employees, many are special education, math, science or music teachers, speech therapists or substitute teachers – positions that are typically difficult to fill. Currently, the return-to-work employee does not contribute to ASRS nor does the District contribute on his or her behalf; however, legislation that was passed by the Arizona Legislature last year requires that, effective July 1, 2012, WESD and other ASRS employers pay an alternate contribution rate (ACR) “on behalf of a retired [ASRS] member who returns to work in any capacity in a position ordinarily filled by an employee of the employer.” The anticipated ACR for 2012-2013 is 8.64%.

To date, the cost of employing a return-to-work employee has often been less than that of a *non-return-to-work* employee. The savings is likely to decrease significantly, however, with implementation of the alternate contribution rate. With that in mind, IBN Team members considered if changes should be recommended regarding the District’s employment of return-to-work employees. The discussion focused on interests including fiscal responsibility, employee morale and hiring highly qualified, effective personnel.

Substitute Teacher Budget and Process

Following the January IBN meeting, the Team’s principal representatives surveyed their site administrator colleagues to determine how each school provides class coverage when a teacher is absent for a full day, and no substitute teacher is available. Having discovered considerable variation among schools’ class coverage plans, they will now ask principals to address this issue by developing options to be considered by IBN members during their next meeting on February 16.

“Letters of Intent” for Classified Employees

IBN members considered a request that WESD classified employees be issued written notification at the end of the school year regarding their employment status for the upcoming school year. A consensus decision was reached that the communications subcommittee will draft a “letter of intent” template to be reviewed by the full IBN Team. Upon completion of the District’s 2012-2013 budgeting/staffing process and final approval of the template, the Human Resources Department will generate letters for classified staff members at each school/ location; letters will be forwarded to principals/supervisors, who will distribute them individually to employees.

Staffing Projections

WESD uses current-year, 100th-day enrollment numbers to project certified staffing needs for the upcoming school year. Student cohort movement presumes that students will move from one grade level to the next each school year. The projected number of teachers required per grade level at each school is calculated by applying Governing Board-approved pupil teacher ratios to projected enrollment levels. Unfortunately, this system is not foolproof since unanticipated enrollment fluctuations do occur. Those instances are addressed through the leveling process each fall, whereupon additional teachers are allocated to reduce excessively high class sizes at grade levels throughout the District. At times, a teacher might be



Interest-Based Negotiations Team

Communiqué

Early February 2012

MISSION STATEMENT: The mission of the Washington Elementary School District is student achievement, preparing all students to become responsible, successful contributors to our diverse society.

reassigned from a grade level/site that has significantly lower-than projected enrollment to one that has significantly higher-than-projected enrollment. Should that occur, every effort is made to ease the transition and minimize disruption to students and staff; nevertheless, the situation is not ideal. IBN considered options that could be implemented to reduce discrepancies between projected and actual enrollment numbers. The group made a consensus decision to continue to calculate the subsequent year's enrollment and staffing projections based on current-year 100th-day enrollment; however, updated enrollment numbers will be reviewed and analyzed following Spring Break. If warranted, staffing projections will be revised prior to the issuance of teacher contracts.

Program Coach Salary Structure/Stipends and Other Stipends

One of the budget reduction recommendations that IBN proposed and the Governing Board approved for 2009-2010 was a 25 percent reduction in stipends for program coaches, Nationally Board Certified teachers, BEGIN participants, other professionals (psychologists, social worker, speech therapists and counselors) and after-school coaches. The reductions have remained in effect for both the 2010-2011 and the current school years, as well. IBN Team members addressed the issue of stipends for 2012-2013. In light of program coaches' unique job description, Team members identified options that pertain specifically to that position, including a possible salary restructuring. IBN members also brainstormed options targeting other stipends. It was decided that both matters will be referred to IBN's stipend subcommittee for further analysis and consideration. Subcommittee members will report their findings during the full Team meeting on February 16.

Night Custodians

Last year, the Governing Board approved IBN's recommendation to reorganize night custodial staff and the manner in which custodial substitutes are hired and assigned, based on site needs and safety/security considerations. While this measure was well intended, several concerns arose when it was implemented this year. Prior to IBN's February 2 meeting, the Team's staffing/anomalies subcommittee met to address this issue. Subcommittee members shared their outcomes and recommendation during the full Team meeting, at which time full consensus was reached to forward the proposal to the Governing Board in April as part of the IBN Team's recommendations for the 2012-2013 school year.

Next Meeting

The next IBN meeting will be held on Thursday, February 16, 2012.



Interest-Based Negotiations Team

Communiqué

Late February 2012

MISSION STATEMENT: The mission of the Washington Elementary School District is student achievement, preparing all students to become responsible, successful contributors to our diverse society.

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The 2011-2012 IBN Team met on Thursday, February 16, 2012.

Working Conditions Survey Results

On behalf of IBN's working conditions subcommittee, Justin Wing presented a summary of the group's recent employee survey results. The summary is in PowerPoint format, and it will be posted on the District Web site. The following is a brief overview of the survey outcomes:

- The working conditions survey is a research-based instrument, thereby lending validity to its results.
- Compared to the 2010-2011 working conditions survey, a greater percentage of WESD employees completed the 2011-2012 working conditions survey.
- The increased response rate is likely due, at least in part, to the extended deadline of 6:00 p.m. on the final day that the survey was accessible for completion. Subcommittee members believe that the time extension communicated to employees that their input is genuinely valued.
- Subcommittee members will review responses to the survey's open-ended questions, and they will consider options to address any broad areas of concern that become evident.
- More detailed survey results will be shared with employees, both certified and classified, via their principal or department supervisor.

Working conditions subcommittee members would like to express their appreciation to employees who participated in the survey.

Substitute Teacher Budget and Process

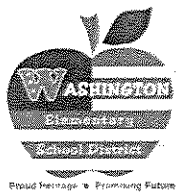
Prior to the current IBN meeting, District principals met with their Washington Principals' Association (WPA) regional representatives to discuss options for a class coverage plan to be implemented when a teacher is absent for a full day, and no substitute teacher is available. WPA representatives then developed a proposal that IBN's principal representatives presented to the IBN Team. IBN made a consensus decision to forward the recommendation to the Governing Board in April. If approved, each school will develop a comprehensive annual plan that addresses class coverage procedures, substitute budget options and class coverage reimbursement options. A site's plan will be enacted only upon its approval by 75 percent of staff, whereupon it will be submitted to the assistant superintendent for administrative services.

"Letters of Intent" for Classified Employees

IBN's communication subcommittee finalized a "letter of intent" template for classified employees. "Letters of intent" will be distributed to classified employees in May, prior to the end of the current school year, as a means of notifying them of their employment status for the upcoming school year.

Lunch Monitors

IBN members addressed principals' concerns regarding inadequate lunch monitor coverage at some locations. Director of Human Resources Justin Wing informed the group that when WESD transitioned to a parity staffing model several years ago, each site was allocated a standard total number of hours per day to be used at the site's discretion for instructional assistants (not including special education assistants), cafeteria monitors and playground monitors.



Interest-Based Negotiations Team

Communiqué

Late February 2012

MISSION STATEMENT: The mission of the Washington Elementary School District is student achievement, preparing all students to become responsible, successful contributors to our diverse society.

Team members reached consensus that they will not recommend any wholesale increase in lunch monitor hours. Instead, the Human Resources Department will ensure that each site received the correct instructional assistant/cafeteria monitor/playground monitor allocation initially, determine how each school is using its allocated hours and address any anomalies through the staffing process.

Staffing Projections

The Early February 2012 IBN Communiqué inadvertently reported that IBN had reached a consensus decision regarding staffing projection concerns. Still unresolved, IBN members continued to generate options that could be implemented to reduce discrepancies between projected and actual enrollment numbers. In the process, two related issues became apparent, i.e., kindergarten class sizes and class sizes that increase as a result of inclusion programs. The staffing/ anomalies subcommittee will provide data to address those issues at the next IBN meeting.

Next Meeting

The next IBN meeting will be held on Thursday, March 15, 2012.



Interest-Based Negotiations

**Recommendations for
2012-2013**

INTRODUCTION



IBN Members

Teachers/Representative Employee Group

Joslyn Brown, *Grades K-2*

Paula Gray, *Grades 3-4*

Carrie Hale, *Grades 7-8*

Nina LaPine, *Special Education*

Talia Perry, *Other Professional Certified*

Darrin Squire, *Special Areas*

Grace Wood, *Grades 5-6*

Classified/Representative Employee Group

Eric Carpenter, *Trades/Maintenance/Warehouse*

Patricia Flores, *Administrative Center Classified*

Bruce Hertzog, *Transportation*

Nancy Heydorn, *Classified At-Large*

Jessica Martinez, *Instructional Assistants*

Stephanie Phillips, *Nutrition Services*

Janette Segui, *School-Based Office Staff*

Administration/Representative Employee Group

Christine Hollingsworth, *Principals/Assistant Principals*

Dr. Steve Murosky, *Administrative Center Administrators*

Dr. Mike Trevillion, *Principals/Assistant Principals*

Resource Staff

Dr. Lyn Bailey, *Assistant Superintendent*

Dr. Susie Cook, *Superintendent*

Ken Simmons, *Certified, WPE*

Janet Sullivan, *Assistant Superintendent*

Cathy Thompson, *Finance*

Mindy Whalen, *Certified, WDEA*

Justin Wing, *Human Resources*



2011-2012 IBN Meeting Dates

• Full-Day Meetings

- January 24, 2012 (*Training*)
- January 25, 2012 (*Training*)
- February 2, 2012
- February 16, 2012
- March 15, 2012
- April 9, 2012

• After-School Meetings

- April 18, 2012



IBN AND THE DECISION-MAKING PROCESS



BACKGROUND

- Annually, IBN is responsible for analyzing WESD's compensation programs and making recommendations to the Governing Board for implementation during the subsequent fiscal year.
- The recommendations should meet the best interest of the District, with student growth the ultimate goal.



RESEARCH/DATA

- District-wide Working Conditions Survey
- State legislative updates
- WESD financial status updates
- Relevant WESD policies/regulations



2012-2013 OPTIONS, ANALYSIS AND RECOMMENDATIONS



Issue #1

Return-to-Work Employees



Recommendation #1:

- **Make no changes for 2012-2013 with regard to WESD return-to-work employees**
- **WESD to absorb associated alternate contribution rate costs**



Issue #2:

Staffing of Night Custodians



Recommendation #2:

- Add 1.0 FTE roving custodian position
- Increase night custodial allocation by 0.5 FTE at each of 12 sites
- Convert 17 night custodian positions from 12-month to 9-month calendar
- Eliminate 0.5 FTE night custodian positions at each of two schools



Issue #3:

Distribution of \$2.3 Million Federal Medicaid Funding to Employees as One-Time Money



Recommendation #3:

- Grant a one-time, lump sum payment of \$400 to each 1.0 FTE* employee hired between 7/1/2011 and 3/1/2012**.
- Grant a one-time, lump sum payment of \$608 to each 1.0 FTE* employee hired during the 2010-2011 school year**.
- Grant a one-time, lump sum payment of \$816 to each 1.0 FTE* employee hired during the 2009-2010 school year**.
- Grant a one-time, lump sum payment of \$1024 to each 1.0 FTE* employee hired prior to the 2009-2010 school year**.

*to be prorated based on FTE for less than full-time employees; FTE is as of 3/26/2012

**and still employed by WESD in a regular position as of the first day of the 2012-2013 school year



Issue #4:

Allocation of Funds if Additional K-12 Funding is Approved by the Legislature



Recommendation #4:

- **Priority actions if additional funding is less than \$1.3 million**
 - Address speech pathologist salary anomaly
 - Address occupational therapist/physical therapist salary anomaly
 - Restore stipends up to the amount reduced due to budget reductions during recent years; percentage increase of stipends to depend on available funding
- **Priority actions if additional funding is greater than or equal to \$1.3 million**
 - Address speech pathologist salary anomaly
 - Address occupational therapist/physical therapist salary anomaly
 - Provide compensation as one-time money in 2012-2013, in addition to and in accordance with the recommendation for distributing funds in Recommendation #3



Issue #5:

Substitute Teacher Budget and Process at School Level



Recommendation #5:

- Development of annual site substitute teacher plan
 - Class coverage procedure options
 - Budget plan options
 - Class coverage reimbursement options
- Approval by 75% of staff
- Submission of plan to Assistant Superintendent for Administrative Services



Issue #6:

**One-Time, Per Diem
Stipend/Signing
Bonus for Distribution
at End of 2011-2012
School Year**



Recommendation #6:

- Payment of one-time stipend, equal to employee's daily rate as of March 26, 2012, to each classified employee at end of 2011-2012 work year
- Payment of one-time signing bonus, equal to employee's daily rate as of March 26, 2012, to each certified employee and administrator who returns signed 2012-2013 contract within 10 days of issuance



Other Issues Addressed by IBN

- Minimum increment required for use of vacation time
- Lunch monitor coverage
- Letters of intent for classified staff
- Data points for staffing projections
- Program coaches: extra pay for extra work
- IBN Working Conditions Survey
- Certified reduction in force review
- Consideration of a seven-period day at middle schools
- Revised calendars for bus drivers and nutrition services employees
- Grading days for teachers



Questions?



WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO:	Governing Board	<u> X </u>	Action
		<u> X </u>	Discussion
FROM:	Dr. Susan J. Cook, Superintendent	<u> </u>	Information
		<u> </u>	1st Reading
DATE:	April 26, 2012		
AGENDA ITEM:	<u>Solar Services Agreements (SSA) With Tioga Solar Phoenix I, LLC</u>		
INITIATED BY:	<u>Cathy Thompson, Director of Business Services</u>	SUBMITTED BY:	<u>Cathy Thompson, Director of Business Services</u>
PRESENTER AT GOVERNING BOARD MEETING:	<u>Cathy Thompson, Director of Business Services</u>		
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:	<u>BBA</u>		

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

On January 30, 2012, the Washington Elementary School District was notified by Arizona Public Service (APS) that it had reserved solar incentive funding for solar projects at Mountain View Elementary School and Sunnyslope School. The incentives are provided from the APS Solar for Schools and Government program. The APS Solar for Schools and Government program is an innovative cooperative effort to enable publicly funded K-12 school districts, publicly funded charter schools and government entities to enjoy energy savings and receive the financial and tax benefits of going solar with little or no up-front capital investment. Solar can be secured by the school district or government entity at no up-front cost by working with solar installers and third party financiers or local financing institutions. The program is designed to offset 62,000 megawatt hours of energy consumption or generation over its first three years. This is equivalent to removing 5,400 cars from the road.

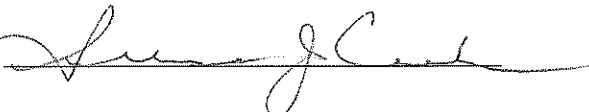
As a result of this award, the District issued a Request for Qualifications (RFQ) allowing all solar providers to participate and chose Wilson Electric as the installer with Tioga Solar Phoenix I, LLC as the third party financiers.

Tioga Solar Phoenix I, LLC presented the District with a Solar Services Agreement (SSA) in which they will agree to finance the installation of solar equipment at Mountain View and Sunnyslope schools and sell the solar power generated by this equipment back to the district at a cost of \$0.069/kWh. The agreement includes a 0.00% annual escalator so this proposed price will remain firm for the 20-year term of the contract. The estimated savings for electricity over the term of the contract is approximately \$1.1 million at Mountain View and approximately \$1.0 million at Sunnyslope.

The Agreements have been reviewed by Legal Counsel.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Solar Services Agreements (SSA) with Tioga Solar Phoenix I, LLC. to provide solar energy at Mountain View Elementary School and Sunnyslope Elementary School. It is further recommended that the Governing Board authorize the Superintendent to execute all agreement documents.

Superintendent 

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

Agenda Item VIII.B.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
X Discussion
FROM: Dr. Susan J. Cook, Superintendent Information
 1st Reading
DATE: April 26, 2012
AGENDA ITEM: Arizona Public Service (APS) Solar Renewable Energy Credit Purchase Agreements
INITIATED BY: Cathy Thompson, Director of Business Services SUBMITTED BY: Cathy Thompson, Director of Business Services
PRESENTER AT GOVERNING BOARD MEETING: Cathy Thompson, Director of Business Services
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

On January 30, 2012, the Washington Elementary School District was notified by Arizona Public Service (APS) that it had reserved solar incentive funding for solar projects at Mountain View Elementary School and Sunnyslope School. The incentives are provided from the APS Solar for Schools and Government program.

There are several important milestone steps and dates that APS requires be accomplished in order for the District to receive these incentives and be able to move its solar projects forward.

APS requires a Solar Renewable Energy Credit Purchase Agreement (APS Contract No. 19352) be signed. The deadline for submittal is April 29, 2012. This contract sets forth the terms and conditions for the sale and purchase of environmental attributes called Renewable Energy Credits (REC's) from the District to APS. APS is paying the District \$0.171 for each REC (kWh) of renewable energy actually produced by the solar system up to the maximum contract quantity.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the APS Solar Renewable Energy Credit Purchase Agreements (APS Contract No. 19352 for Mountain View Elementary School and APS Contract No. 19353 for Sunnyslope Elementary School). It is further recommended that the Governing Board authorize the Superintendent to execute the contract documents.

Superintendent 

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

Agenda Item VIII.C.



**SOLAR RENEWABLE ENERGY CREDIT PURCHASE AGREEMENT
GRID-TIED PHOTOVOLTAIC SYSTEM
REVISED**

THIS SOLAR RENEWABLE ENERGY CREDIT PURCHASE AGREEMENT ("Contract") between **Arizona Public Service Company ("APS")**, and **Washington Elementary School District No. 6 ("WESD"** or "Participant"), (collectively referred to herein as the "**Parties**," and each individually referred to herein as a "**Party**") shall be effective as of _____, 201__ (the "Effective Date").

RECITALS

WHEREAS, APS is a public utility that provides energy to its retail customers in the State of Arizona;

WHEREAS, **WESD** desires to replace some of the energy that it would otherwise purchase from APS with energy generated from a photovoltaic system installed on property owned by **WESD** or to which **WESD** has the right to install such a system (the "System");

WHEREAS, **WESD**, or its designee, intends to install, maintain and own the System, or otherwise have title to and ownership of the Renewable Energy Credits (as defined herein) associated with the output of the System;

WHEREAS, APS is subject to certain state regulatory requirements governing its use of renewable resources to supply energy to its customers, including a Renewable Energy Standard and Tariff. "Renewable Energy Standard and Tariff or RES" means the Arizona Renewable Energy Standard Rules, A.A.C. R14-2-1801 *et seq.*, as the same may be amended from time to time.

WHEREAS, **WESD** desires to sell and APS desires to purchase certificates representing the Environmental Attributes (as defined herein) associated with the energy produced by the System in order to comply with its obligations under the RES;

WHEREAS, this Contract sets forth the terms and conditions for the sale and purchase of such certificates; and

NOW, THEREFORE, in consideration of the above recitals and the mutual agreement of the Parties set forth below, the following terms and conditions shall apply to this Contract:

TERMS AND CONDITIONS

1. Definitions. The following definitions apply to terms used in this Contract and in the reservation request.

"Aggregate Contract Price" means the lesser of either fifty percent (50%) of the Total Project Cost as provided in the approved reservation application in Exhibit D, or fifty percent (50%) of the Total Project Cost as of the Commissioning of the System.

"Arizona Registrar of Contractors" or "ROC" means the Arizona regulatory agency for the licensing and oversight of contractors.

"Authority Having Jurisdiction ("AHJ") means the governmental agency or sub agency which regulates the construction process applicable to the System.

"Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party from whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

"Commissioning Deadline" means the date that is 365 days following the Reservation Date. The Commissioning Deadline shall be extended on a day-for-day basis as a result of any Force Majeure event, as defined herein, or in accordance with Section 3.

"Commissioning of the System" shall occur only after all conditions precedent to commercial operation of the System have been satisfied, as documented by the certificate attached hereto as Exhibit B.

- (a) **WESD**, or its designee, shall have obtained and be in compliance with all governmental and regulatory authorizations required for the construction, and operation of the Project, including, but not limited to, any and all permits and/or approvals as required by an AHJ, or if the site is not governed by an AHJ, **WESD**, or its designee, must provide certification in lieu of AHJ clearance, acceptable to APS in its reasonable discretion;
- (b) The System shall have been installed by a contractor holding an active license appropriate for installation of the System with the Arizona Registrar of Contractors;
- (c) **WESD** shall have executed an Interconnection Agreement and the System shall meet all applicable interconnection requirements, specifically including, but without limitation, the requirement that the System not be activated or paralleled with the APS distribution system without the express permission from an authorized representative of APS following inspection by APS;
- (d) The System shall meet the Equipment Qualifications identified in Exhibit E attached hereto;
- (e) **WESD**, or its designee, shall have installed a meter socket(s), pursuant to Section 10 herein;
- (f) **WESD**, or its designee, shall have installed, at **WESD's**, or its designee's, expense, the necessary dedicated phone lines in accordance with Section 10 herein; and
- (g) **WESD** shall be subject to an established rate schedule, either pursuant to an executed Special Contract-Solar or by application of one of APS' pre-established rates.

"Contract Quantity" means the RECs associated with the annual production of the System as specified in Section 6.

"Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party in connection with any new arrangements which replace this Contract; and all reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with the termination of this Contract.

"Defaulting Party" has the meaning set forth in Section 25.

"Environmental Attributes" means environmental characteristics that are attributable to Renewable Energy, including credits; credits towards achieving local, national or international renewable portfolio standards; green tags; Renewable Energy Certificates; greenhouse gas or emissions reductions,

credits, offset, allowances or benefits; actual SO₂, NO_x, CO₂, CO, Carbon, VOC, mercury, and other emissions avoided; and any and all other green energy or other environmental benefits associated with the generation of Renewable Energy (regardless of how any present or future law or regulation attributes or allocates such characteristics). Such Environmental Attributes shall be expressed in kWh. Environmental Attributes does not include Tax Benefits, or any energy, capacity, reliability, or other power attributes associated with the provision of electricity services.

"Financing Rate" means the interest rate charged to **WESD**, or its designee, by its lender in connection with the financing of the Project and disclosed to APS pursuant to Section 12 herein. In the event that the **WESD**, or its designee, does not use third party financing in connection with the Project, the Financing Rate shall mean the internal cost of capital calculated by **WESD**, or its designee, subject to review and approval by APS in its sole discretion. In no event shall such Financing Rate exceed the Prime Rate as of the Reservation Date plus five percent (5%), regardless of the actual interest rate that may be charged to **WESD**, or its designee.

"Forecasted Quantity" means an amount of the RECs associated with the production of energy from the Project, measured on the basis of a calendar quarter, that is at least seventy-five percent (75%) of the amount of such RECs represented on **WESD's** Initial Production Profile or Annual Production Profile (as set forth in Section 4 and 9), as applicable, for the same quarterly period.

"Force Majeure" means an event or circumstance which prevents one Party from performing its obligations, which event or circumstance was not anticipated as of the date the transaction was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. So long as the requirements of the preceding sentence are met, a "Force Majeure" event may include, but shall not be limited to, flood, drought, earthquake, storm, fire, lightning, epidemic, war, terrorism or riot; provided, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of a Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that a Force Majeure as defined in the first sentence hereof has occurred. Notwithstanding the foregoing, Force Majeure shall not be based on (a) **WESD's**, or its designee's, delay or inability to obtain financing, or other economic hardship of any kind; (b) **WESD's**, or its designee's, inability to economically use the System; or (c) loss or failure of materials or equipment for the System.

"Gains" means, with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Contract, determined in a commercially reasonable manner.

"Generating Facility" means all or part of the Participant's, or its designee's, electrical generator(s) or inverter(s) together with all protective, safety, and associated equipment necessary to produce electric power at the Participant's, or its designee's, facility.

"Interconnection Agreement" means the agreement, together with appendices, signed between APS and the Participant, covering the terms and conditions governing the interconnection and parallel operation of the Generating Facility with APS.

"Interest Rate" means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published), plus two percent (2%) and (b) the maximum rate permitted by applicable law.

"kWh" means kilowatt hour.

"Losses" means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Contract, determined in a commercially reasonable manner.

"Major System Components" means PV Panels and Inverter.

"Minimum Contract Quantity" means RECs associated with a minimum production from the System which shall mean, for purposes of this Contract, the production of at least fifty percent (50%) of the Quarterly Contract Quantity in every calendar quarter hereunder, together with the production of at least the Forecasted Quantity in one out of every two consecutive calendar quarters hereunder, subject to adjustment of the Contract Quantity pursuant to Section 6.

"Month" means a calendar Month.

"Non-Defaulting Party" has the meaning set forth in Section 25.

"OEM" means Original Equipment Manufacturer.

"Prime Rate" means the lowest rate of interest on bank loans at a given time and place, offered to preferred borrowers as published in the Wall Street Journal on the Reservation Date.

"Project" means the System owned by **WESD**, or its designee, which is a photovoltaic system utilizing solar energy as the energy source for the solar system.

"Project Site" means **WESD** property located in Phoenix, Arizona, which is either owned by **WESD** or to which **WESD** has rights necessary for the installation of the System as contemplated herein.

"Quarterly Contract Quantity" means the Contract Quantity divided equally into four calendar quarters or such other quarterly schedule provided by **WESD**.

"Renewable Energy" means energy derived from resources that are regenerative or for all practical purposes cannot be depleted. Resources that qualify as Renewable Energy, provided that they meet any and all requirements set forth in the RES, include moving water (hydro, tidal and wave power) thermal gradients in ocean water, wind, solar power, geothermal, hydropower, landfill gas, various other forms of biomass, and municipal solid waste.

"Renewable Energy Credit" ("REC") means: (i) the Environmental Attributes associated with the generation of power from a Renewable Energy resource and (ii) the REC reporting rights arising therefrom or connected therewith. One (1) REC represents the Environmental Attributes and REC reporting rights associated with one (1) kWh generated from one (1) or more Renewable Energy sources, as defined by the RES.

"Replacement Price" means the price (including its transaction costs), determined by APS in a commercially reasonable manner, at which APS purchases (if at all) or installs capacity to generate its own substitute RECs for the deficiency or, absent such a purchase, the market price indexed at the closest geographic location to the System's installation, if any, and if none is established or available, then at a market price determined solely by APS in a commercially reasonable manner.

"Reservation Date" means the date on which **WESD** has been notified that its reservation has been accepted, which shall trigger the start of the 365-day time period for the Commissioning of the System as evidenced by **WESD's** executed Reservation application attached hereto as Exhibit D.

"Special Contract – Solar" or "SCS" means the agreement between APS and Participant for electric power supply and consumption, a copy of which is attached as Exhibit F hereto.

"Settlement Amount" means, with respect to a transaction and the Non-Defaulting Party, the Losses or Gains, and Costs, expressed in U.S. Dollars, which such party incurs as a result of the liquidation of a terminated transaction pursuant to Section 25.

"Tax Benefits" means, Renewable Energy related tax credits established under Section 45 of the Internal Revenue Code, as amended, or any similar or successor provision of the Internal Revenue Code, except for any credits or other tax benefits that are associated with any carbon tax or other assessment (regardless of how any present or future law or regulation attributes or allocates such characteristics).

"Total Project Cost" means the total costs directly associated with the installation of the equipment necessary to produce solar energy to generate electricity to heat and/or cool building interiors, provide hot water and/or provide for other energy needs at Participant's facility. The Total Project Cost may also include costs associated with financing the installation of the System, provided that such costs are disclosed by the Participant, or its designee, and provided further that such costs will be included at a rate not to exceed the Financing Rate. The Total Project Cost shall not include any non-financing expenses incurred after the Commissioning of the System, which shall be defined in this Contract.

"Transmission Owner" means APS, and its successors and assigns, in its capacity as provider of interconnection services under the Interconnection Agreement.

2. **Term of the Contract.** Fifteen (15) years beginning with the Commissioning of the System ("Term").

3. **Commissioning of the System.** If Commissioning of the System (including all conditions precedent as set forth in Section 1 of this Contract) is not completed by the Commissioning Deadline, APS may, in its sole discretion, terminate this Contract, in which event neither Party shall be liable to the other Party for any claimed costs, expenses or damages arising directly or indirectly out of this Contract, the System or any energy or associated RECs produced by the System; provided, however, that the Commissioning Deadline may be extended on a day-for-day basis for up to ninety (90) days if the System is substantially completed and APS approves, in its sole discretion the extension, such approval not to be unreasonably withheld.

As soon as reasonably practicable following the completion of the conditions precedent for Commissioning of the System, **WESD**, or its designee, must present to APS a certificate in the form attached hereto as Exhibit B (the "Commissioning Certificate"), evidencing that such conditions precedent have been satisfied. Following the receipt of such Commissioning Certificate, APS will conduct an inspection of the System and countersign the Commissioning Certificate confirming that such conditions precedents have been satisfied.

4. **Development Milestones.** Within thirty (30) days following the Reservation Date, you are required to submit a copy of a Qualified Provider document to signify that a developer has been selected. Within sixty (60) days of submission of the Qualified Provider document, this Credit Purchase Agreement must be executed and returned to APS. Not more than sixty (60) days following the execution of this Contract or one hundred fifty (150) days following the Reservation Date, **WESD**, or its designee, shall provide to APS proof of project development, a production profile for the System for each calendar quarter for the Term of the Contract (the "Initial Production Profile"), proof of submission of building and/or construction permits, and must have submitted an application for an Interconnection Agreement. If **WESD**, or its designee, fails to provide such documentation by the stated deadline, APS may, in its sole discretion, terminate this Contract, in which event neither Party shall be liable to the other Party for any claimed costs, expenses or damages arising directly or indirectly out of this Contract, the System or any energy or associated RECs produced by the System. **WESD** may also terminate this Contract in writing at any time prior to Commissioning of the System; provided, however, that **WESD** may not

submit a new reservation for one hundred eighty (180) days after the Contract has been terminated by **WESD**.

5. **Product.** Renewable Energy Certificates or RECs as defined herein. **WESD** agrees to transfer to APS any and all RECs purchased by APS pursuant to this Contract for the Term of this Contract. **WESD** shall complete and deliver to APS a REC Certificate and Bill of Sale/Invoice as described in Section 17 herein.

6. **Contract Quantity.** The Contract Quantity is RECs associated with up to **918,500** kWhs per calendar year for the Term of this Contract. The Parties acknowledge that following the submittal of the proof of project development described in Section 4 above, **WESD** shall have ten (10) days to amend, in writing, the Contract Quantity herein; provided, however, that such amendment shall not increase the Contract Quantity by more than ten percent (10%), subject to available program funding as determined by APS at its sole discretion, or, in the alternative, the amendment shall not decrease the Contract Quantity by more than twenty percent (20%) (the "Amendment Deadband"). In the event the amendment submitted is outside the Amendment Deadband, the reservation shall be considered rejected as amended and this Contract shall be automatically terminated. **WESD** may not submit a new reservation for one hundred eighty (180) days after the Contract has been terminated in accordance with this provision.

APS shall receive and pay for any and all RECs delivered up to the Contract Quantity. If **WESD** fails to deliver any RECs associated with energy produced by the System, APS shall be entitled to damages for such RECs not delivered, in accordance with Section 26 herein. In addition, if the System fails to produce the Minimum Contract Quantity, APS shall be entitled, in its sole discretion, to either terminate this Contract or modify the Contract Quantity in accordance with Section 27 herein.

7. **Contract Price.** APS shall pay **WESD** **\$0.171** for each REC associated with a kWh of Renewable Energy actually produced by the System up to the maximum Contract Quantity (the "Contract Price").

APS shall be obligated to pay **WESD**, or its payment designee if such designation has been made, the Contract Price until the earlier of: (i) the date that is **Fifteen (15)** years after the Commissioning of the System; or (ii) the date on which the aggregate payment by APS to **WESD**, or such payment designee, under this Contract equals the Aggregate Contract Price.

The Parties expressly acknowledge and agree that the Aggregate Contract Price, which shall be paid by APS over the time period described herein, represents full and total payment for the RECs associated with all energy produced by the System, up to the maximum Contract Quantity, for the Term of this Contract. Accordingly, APS shall retain the sole and exclusive rights to the RECs associated with the Renewable Energy produced by the System, up to the maximum annual Contract Quantity, for the full Term of this Contract and **WESD** shall provide REC Certificates to APS as described in Section 17, even after full payment has been made by APS in accordance with the preceding paragraph. The purchase of any RECs in excess of the maximum annual Contract Quantity shall be subject to the mutual agreement of the Parties.

8. **WESD's Obligation to Operate.** **WESD**, or its designee, shall operate and maintain the System in accordance with applicable law, equipment manufacturers' recommendation and widely accepted industry practice, and, without relieving itself of any liability thereunder, maintain such documents and records necessary to confirm **WESD**'s, or its designee's, operation and maintenance of the Project in accordance with such standards. **WESD** may, in its sole discretion, use third parties, to perform duties associated with this operation and maintenance obligation; provided, however, that **WESD** shall remain fully and solely liable for the satisfaction of its obligations under this agreement notwithstanding its use of third parties to perform associated duties.

9. **WESD's Obligation to Provide Annual Production Profile.** Within ten (10) Business Days following the first anniversary of the Commissioning of the System, and during the same period each year thereafter, **WESD**, or its designee, shall provide to APS a production profile for the System that shows expected production for the current calendar quarter as well as the next three (3) calendar quarters ("Annual Production Profile"). In the event APS does not receive a revised production profile each year thereafter, the most recent production profile received shall be used as the basis for establishing the production profile portion of the Minimum Contract Quantity from that point forward unless or until a new production profile is submitted. In the absence of any production profile, the defined term of the Contract Quantity as shown in Section 6 shall be used.

10. **Metering.** APS shall provide and set at its sole cost and expense an electronic, utility-grade electrical meter ("Inverter-Output Meter") on the System that is compatible with the APS meter reading and billing systems.

WESD shall provide, at **WESD's** expense, a dedicated phone line to each generator meter and also to the facility service entrance section main billing meter and/or sub meters if necessary as determined by APS. Each dedicated phone line is to be landed on the APS-provided telephone interface module which is typically located within two (2) feet of the meter.

At **WESD's** expense, **WESD** shall be responsible for installing the meter socket and all associated equipment, the cost of which shall be borne solely by **WESD**. The location of the Inverter-Output meter shall be approved by APS and shall be located so that APS has unassisted access to the meter in accordance with APS requirements, including but not limited to Section 300 of the APS ESRM ("Electric Service Requirements Manual") and Service Schedule 1 ("Terms and Conditions for Standard Offer and Direct Access Services").

APS will read the meter remotely for the purpose of providing metered data to **WESD**, and its designee, in order that **WESD**, or its designee, may prepare and send an invoice to APS pursuant to Section 11 below. In the alternative, or additionally, APS may read the meter at the Project Site.

11. **REC Certificate Delivery, Billing and Payment.** The calendar quarter shall be the standard period for all payments under this Contract. Within fourteen (14) days after the end of each calendar quarter, or as soon thereafter as reasonably practicable under the circumstances, APS shall provide the metered data to **WESD** for the preceding calendar quarter, based on its Monthly read of **WESD's** meter, which shall be done at the same time **WESD's** standard electricity meter is read. **WESD**, or its designee, shall use such metered data to complete its invoice (using the form referenced in Section 17 and attached as Exhibit A) for the payment obligations, if any, incurred hereunder during the preceding quarter based on the Monthly meter readings provided by APS. Within five (5) Business Days after its receipt of such information from APS, **WESD**, or its designee, shall issue the invoice to APS. APS shall begin making payments based on such invoices after it has approved the Total Project Costs submitted by **WESD**, or its designee, subject to the limitations set forth in Section 12 herein. APS shall make any required payment no later than thirty (30) days following its receipt of a quarterly invoice from **WESD**, or its designee. APS shall make all payments under this Contract to an Automatic Clearinghouse Credit (ACH) account designated by **WESD**. If **WESD's**, or its designee's, invoice is received more than twenty (20) days after the end of the calendar quarter, payment may be delayed an additional thirty (30) days. If an invoice is not received by APS within six (6) Months after the close of the calendar quarter, the right to receive payment for such quarter is waived.

12. **Documentation of Total Project Cost.** Within ninety (90) days after Commissioning of the System, **WESD**, or its designee, shall provide APS with the Total Project Cost, together with any and all

supporting documentation. APS shall have the right to request any additional financial documents that it deems necessary for the purpose of auditing and determining the validity of the Total Project Cost including, but not limited to, original invoices of each item included in the Total Project Costs. The invoice must show proof of payment and provide sufficient detail to identify the material or installation cost. **WESD**, or its designee, shall provide any and all documentation requested by APS in connection with such audit. Costs that may be included by **WESD**, or its designee, in the Total Project Costs are set forth in Exhibit C hereto. All costs listed in Exhibit C are subject to all limitations set forth in this Contract. APS shall have the right to dispute the Total Project Cost, and shall not be required to pay any portion of the Contract Price in excess of fifty percent (50%) of the undisputed Total Project Cost until it approves a Total Project Cost, which approval shall not be unreasonably withheld, or until a Total Project Cost is determined by arbitration as set forth herein. In such cases, once a Total Project Cost is determined and approved by APS, APS shall pay any additional portion of the Contract Price not already paid with the total payment by APS not to exceed fifty percent (50%) of the Total Project Cost.

13. Disputes and Adjustments of Invoices. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Contract, or adjust any invoice for any arithmetic or computational error, within twelve (12) Months of the date of the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within ten (10) Business Days of such resolution along with interest accrued at the Interest Rate from and including the due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments upon request, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 13 within twelve (12) Months after the invoice is rendered or any specific adjustment to the invoice is made. If an invoice is not rendered within twelve (12) Months after the close of the Month during which performance of a transaction occurred, the right to payment for such performance is waived.

14. WESD's Representations and Warranties. **WESD** represents that each REC: (i) represents all of the Environmental Attributes associated with one (1) kWh of energy from the System; (ii) is associated with the generation of Renewable Energy and represents title to and claim over all Environmental Attributes associated with the specified kWh; and (iii) meets all requirements of the Arizona RES, as of the Effective Date of this Contract.

WESD warrants that the RECs have not otherwise been, nor will they be sold, retired, claimed or represented as part of Renewable Energy output or sales, or used to satisfy obligations, in any other jurisdiction or for any other emissions compliance program requiring solar generation, including those established or regulated by the U.S. Attorney General, Federal Trade Commission or other entities providing guidelines on the advertisement of REC ownership claims.

WESD represents and warrants that it has and will have at the time of sale, title and ownership to the RECs sold hereunder as evidenced by documentation of the same that is acceptable to APS in its sole discretion.

WESD represents and warrants that the RECs sold hereunder are delivered free and clear of all liens, encumbrances, and claims or any interest therein or thereto by any person arising prior to delivery to APS.

15. Mutual Representations and Warranties. Throughout the Term of this Contract, each Party represents and warrants to the other Party that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it has all regulatory authorizations necessary for it to legally perform its obligations under this Contract; (iii) the execution, delivery and performance of this Contract is within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it; (iv) this Contract and each other document executed and delivered in accordance with this Contract constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any equitable defenses, bankruptcy principles, or the like; (v) it is acting for its own account, has made its own independent decision to enter into this Contract and as to whether this Contract is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Contract; (vi) it has entered into this Contract in connection with the conduct of its business and it has the capacity or ability to make or take delivery of all REC's referred to in the Contract to which it is a party; and (vii) there are no bankruptcy proceedings pending or being contemplated by it or, to its knowledge, threatened against it.

16. Confidentiality. Subject to applicable Arizona public records laws, no receiving Party shall itself, nor shall it permit its employees, consultants and/or agents to, disclose to any person, corporation or other entity any non-public, confidential or proprietary information which the Parties require be kept confidential ("Confidential Information") without the prior written consent of the Party providing the Confidential Information, except a receiving Party may distribute the Confidential Information to its board members, officers, employees, agents and consultants and others who have a need for such Confidential Information and have agreed to keep such information confidential. In the event that any Party becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the legally compelled Party shall give the other Party providing such Confidential Information prompt prior written notice of such requirement so that the providing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Contract. In the event that such protective order or other remedy is not obtained, the providing Party waives compliance with the terms hereof with respect to such Confidential Information.

As used herein, Confidential Information shall not include any information which: (i) at the time of disclosure or thereafter is generally available to the public (other than as a result of a disclosure by any Party in violation of this Contract); (ii) was available to any Party on a non-confidential basis from a source other than the Party hereto providing the Confidential Information, provided such source is not and was not known by the receiving Party to be bound by a confidentiality agreement that protects the Confidential Information; or (iii) has been independently acquired or developed by any Party without violating any of its obligations under this Contract.

The Parties acknowledge, however, that APS may need to disclose the Confidential Information in connection with its regulatory filings or to otherwise satisfy its regulatory requirements. In the event that APS intends to disclose any of the Confidential Information to its regulatory authorities including, but not limited to, the Arizona Corporation Commission ("ACC"), the Residential Utility Consumer Office ("RUCO"), the Federal Energy Regulatory Commission ("FERC") or any employee, staff member, consultant, and/or agent of the foregoing, it shall give a minimum of ten (10) Business Days prior written notice of its intention so that **WESD** may seek a protective order or other appropriate remedy. In the event that a protective order or other remedy is not obtained, **WESD** waives compliance with the terms hereof with respect to such Confidential Information to the minimum extent necessary to comply with and solely for the purpose of such regulatory disclosure. Any information so submitted shall be identified as Confidential. Nothing herein shall be deemed to permit **WESD** to disclose Confidential Information to the foregoing

regulatory agencies, or any other party, unless such disclosure is otherwise permitted under this Confidentiality provision.

In addition, **WESD** specifically agrees to use the following APS approved language in connection with this transaction in any press releases, public meetings or hearings, or other public communications, including any release to any newswire service.

“The installation was facilitated, in part, by the APS Renewable Energy Incentive Program. This Program offers financial incentives to customers who add Renewable Energy systems to their homes or business. The Program is funded by APS customers and approved by the Arizona Corporation Commission.”

Any other language used in connection with such public communications that specifically relates to the APS Renewable Energy Incentive Program or this Contract must be approved in advance by APS. The Parties anticipate that at some future time it may be in the best interests of one or both of them to disclose Confidential Information to the media and the Parties anticipate that, in such event, they will enter into a subsequent agreement that will govern the terms of such disclosure. The Parties expressly agree, however, that unless and until such subsequent agreement is executed between the Parties, the terms of this Confidentiality provision shall be binding with respect to such disclosure. Each Party acknowledges that the unauthorized disclosure of any Confidential Information may cause irreparable harm and significant injury that may be difficult to ascertain. Each Party therefore agrees that specific performance or injunctive relief, in addition to other legal and equitable relief, are appropriate remedies for any actual or threatened violation or breach of the provisions of this Section, **although neither Party shall be entitled to any special, consequential, indirect or punitive damages as a result of a breach of the provisions of this Section, whether a claim is based in contract, tort, or otherwise.** The Parties agree that the respondent in any action for an injunction, specific performance decree, or similar relief shall not allege or assert that the initiating Party has an adequate remedy at law in respect to the relief sought in the proceeding, nor shall the respondent seek the posting of a bond by the Party initiating the action. In no event shall a Party's directors, management, employees, agents, or consultants be individually liable for any damages resulting from the disclosure of any Confidential Information in violation of the provisions of this Section.

The Parties expressly acknowledge and agree that no third party, including any developer or installer of the System is expressly bound by the provisions of this Section 16, and **WESD** understands that in order to maintain the confidential nature of any of its Confidential Information with respect to such third party, it should enter into a separate confidentiality agreement with any such third party.

17. Administration of Contract. Each Party hereby designates the employee identified below as its administrator for purposes of this Contract. Each Party may change its designated administrator(s) by giving not less than two (2) days prior written notice of its new administrator to the other Party.

WESD Administrator:

Contact Name:

Telephone No.:

Fax No:

APS Reservation Coordinator

Contact Name: Reservation Coordinator

Telephone No.: (602) 328-1924

Fax No.: (602) 328-1991

Invoices:

Attention: APS Energy Settlements

Telephone No.: (602) 250-3150

Fax No.: (602) 250-2325

In consideration of APS' purchase of the Product herein, **WESD** Administrator shall provide the APS Energy Settlements with a REC Certificate and Bill of Sale/Invoice, in the form attached hereto as Exhibit A ("REC Certificate"), which shall serve as a quarterly invoice referenced in Section 11 herein. **WESD** shall provide the REC Certificate on a quarterly basis, in accordance with Sections 7 and 11 herein, for the full Term of this Contract.

18. Notices. All notices or other communications given, delivered or made under this Contract by either Party to the other Party will be in writing and may be delivered personally, by first class mail, overnight delivery service or by facsimile. All notices shall be delivered or sent to the other Party at the address shown below or to any other address as the Party may designate by two (2) days prior written notice given in accordance with this paragraph.

If to WESD:

Company:

Address:

Contact

Telephone No.:

Fax No:

With a copy to:

Telephone No.:

Fax No:

If to APS:

Company: Arizona Public Service Company
Address: P.O. Box 53933
Phoenix, AZ 85072-3933

Contact: APS Renewable Energy
Mail Station 9649

Telephone No.: (602) 250-2547
Fax No. (602) 250-3546

With a copy to:

Attention: Renewable Program Manager
Mail Station 9649

19. Independent Contractor. The Parties agree that they are independent contractors for the purpose and activities undertaken in accordance with or as contemplated in this Contract, and that no Party will be considered or permitted to be an agent, servant, or partner of, nor in joint venture with, any other Party. It is expressly understood and agreed that neither Party has any right or authority to directly or indirectly incur any obligation or responsibilities on behalf of the other Party or commit the other Party to any matter or understanding or make any warranties or representations with respect to the Project, without the other Party's prior written consent. Each Party waives any and all rights that it may otherwise have under applicable laws or legal precedents to make any claims or take any action against the other Party or any of its related parties in respect of this Contract based on any theory of agency or fiduciary duty. The Parties agree that this Contract is intended solely for the benefit of the Parties hereto, and that nothing in this Contract shall be construed to create any duty, or standard of care with reference to, or any liability to, any person not a Party to this Contract.

20. Limitation of Remedies, Liability and Damages. EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS CONTRACT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES

ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

21. Alternative Dispute Resolution. All disputes arising under this Contract are subject to the provisions of this Section 21.

- (a) Mediation. Any disputes between the Parties shall first be submitted to a non-binding mediation. The mediation shall be commenced by written request of either Party and shall begin within thirty (30) calendar days of such written notice. The mediator shall be chosen by mutual agreement of the Parties within fifteen (15) calendar days of submission of the above written notice. Any discussions or materials presented during or for purposes of the mediation shall be confidential and governed by the limitations and restrictions of Rule 408 of the Federal and Arizona Rules of Evidence and/or any like regulatory rules. The compensation and any costs and expenses of the mediation shall be borne equally by the Parties. Any arbitration commenced under this Section shall not be initiated until following the completion of the mediation detailed herein; provided, however, that if a Party refuses to participate in the mediation process as provided herein, the other Party may immediately initiate arbitration as set forth in this Section 21. Any dispute that remains unresolved thirty (30) days after the appointment of a mediator shall be settled by binding arbitration in accordance with the procedures set forth in this Section 21.
- (b) Arbitration. Any disputes between the Parties and/or their respective representatives involving or arising under claim, counterclaim, demand, cause of action, dispute, and/or controversy relating to the terms of this Contract, or the breach thereof (collectively "Claims"), shall be submitted to binding arbitration, whether such Claims sound in contract, tort or otherwise. The arbitration shall be conducted in accordance with the Federal Arbitration Act and the then prevailing Commercial Arbitration Rules of the American Arbitration Association. The validity, construction, and interpretation of this agreement to arbitrate and all procedural aspects of the arbitration conducted pursuant hereto shall be decided by the arbitrator(s). Submission shall be made upon the request of either Party. Within twenty (20) calendar days of the receipt by the respondent of service of the notice of arbitration, the Parties shall select one (1) arbitrator by mutual consent. If the Parties are unable to agree upon a single arbitrator, there shall be three (3) arbitrators. Specifically, in the event the Parties cannot agree upon a single arbitrator, both the claimant and the respondent shall appoint one (1) arbitrator within ten (10) calendar days after written notice by either Party that three (3) arbitrators shall be necessary. The two (2) arbitrators so appointed shall then select the third arbitrator within twenty (20) calendar days, who shall be the chairperson, of the tribunal. The chairperson shall be a person who has over eight (8) years of experience in energy-related transactions, and none of the arbitrators shall have been previously employed by either Party or have any direct interest in either Party or the subject matter of the arbitration, unless such conflict is expressly acknowledged and waived in writing by both Parties. The chairperson shall be bound to schedule and hear the dispute within six (6) Months after his/her appointment and shall render the panel's decision within thirty (30) calendar days after the hearing concludes. It is agreed that the arbitration proceeding shall be conducted in a neutral location mutually agreed to by the Parties. It is further agreed that the arbitrator(s) shall have no authority to award consequential, treble, exemplary, or punitive damages of any type or kind regardless of whether such damages may be available under any law or right, with the Parties hereby affirmatively waiving their

rights, if any, to recover or claim such damages. The compensation and any costs and expenses of the arbitrators shall be borne equally by the Parties. Any arbitration proceedings, decision or award rendered hereunder and the validity, effect and interpretation of this arbitration provision shall be governed by the Federal Arbitration Act. The award shall be final and binding on the Parties and judgment upon any award may be entered in any court of competent jurisdiction. The Parties agree that all information exchanged as a result of any proceeding as described herein shall be deemed confidential.

- (c) Judicial Relief. Either Party may petition a court of appropriate jurisdiction, as described in Section 23, for non-monetary relief relating to any claim of breach of this Contract in order to prevent undue hardship relating to any such claimed breach pending the appointment of an arbitration panel as described in this Section 21.

22. Governing Law. This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Arizona without regard to principles of conflict of laws.

23. Venue. Subject to the mandatory arbitration provisions herein, with respect to any proceeding in connection with any claim, counterclaim, demand, cause of action, dispute and controversy arising out of or relating to this Contract, each Party hereto irrevocably: (i) consents to the exclusive jurisdiction of the federal courts sitting in Phoenix, Arizona; provided, however, that if the federal courts sitting in Phoenix, Arizona refuse jurisdiction, the Parties agree to the exclusive jurisdiction of the state courts sitting in the County of Maricopa, State of Arizona; (ii) waives any objection which it may have to the laying of venue of any proceedings brought in any such court; and (iii) waives any claim that such proceedings have been brought in an inconvenient forum. Each Party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Contract.”

24. Assignment. Neither Party shall assign or otherwise transfer any of its rights or obligations under this Contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may, without the consent of the other Party: (i) without relieving itself from liability hereunder, transfer, sell, pledge, encumber or assign this Contract or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements; (ii) transfer or assign this Contract to an affiliate of such Party which affiliate’s creditworthiness is equal to or higher than that of such Party; or (iii) transfer or assign this Contract to any person or entity succeeding to all or substantially all of the assets whose creditworthiness is equal to or higher than that of such Party; provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurance as the non-transferring Party may reasonably request. Any assignment in violation of this provision shall be deemed to be null and void.

25. Events of Default/Remedies. An "Event of Default" shall mean, with respect to a Party (a "Defaulting Party"), the occurrence of any of the following:

- (a) the failure to make, when due, any payment required pursuant to this Contract if such failure is not remedied within ten (10) Business Days after written notice;
- (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated if such failure is not remedied within ten (10) days after written notice;
- (c) the failure to perform any material covenant or obligation set forth in this Contract (except to the extent constituting a separate Event of Default, and except for WESD's, or

its designee's, obligations to deliver the Product or produce the Minimum Contract Quantity, the remedies for which are set forth herein and in Sections 26 and 27) if such failure is not remedied within thirty (30) days after written notice; provided such thirty (30) day period shall be extended for an additional period not to exceed fifteen (15) days so long as the Defaulting Party is diligently attempting to remedy such failure;

- (d) any failure to comply with applicable interconnection requirements including, but not limited to, operating the System in parallel with the APS distribution system without having received explicit permission from APS to do so;
- (e) such Party becomes bankrupt;
- (f) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Contract to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party;
- (g) if, during any consecutive ninety (90) day period under this transaction, there have occurred three (3) or more **WESD** failures as that term is used in Section 26, regarding which **WESD** shall be deemed to be the Defaulting Party and regarding which APS shall also be entitled to its remedies under Section 26.

If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (the "Non-Defaulting Party") shall have the right but not the obligation to: (i) designate a day, no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective, as an early termination date ("Early Termination Date") to accelerate all amounts owing between the Parties and to liquidate and terminate the transaction under this Contract consistent with the provisions of the succeeding paragraph; (ii) withhold any payments due to the Defaulting Party under this Contract; and (iii) suspend performance.

The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount as of the Early Termination Date. The Non-Defaulting Party shall also calculate any amounts that it owes or owed to the Defaulting Party on or before the Early Termination Date (including any payments due to the Defaulting Party and withheld in the preceding paragraph). The Non-Defaulting Party shall take this total amount owed to the Defaulting Party and net it against the Settlement Amount (which shall also include any accrued but unpaid amounts due to the Non-Defaulting Party on or before the Early Termination Date) to arrive at a single payment amount (the "Termination Payment"). The Termination Payment shall be due to or due from the Non-Defaulting Party as appropriate. Notwithstanding the foregoing, in no event shall any Termination Payment made by APS to **WESD**, together with any amounts otherwise paid by APS to **WESD** under this Contract, exceed the Aggregate Contract Price.

As soon as practicable after a liquidation, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to or due from the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the Party that owes it within two (2) Business Days after such notice is effective.

26. Failure to Deliver Product. If WESD fails to deliver any portion of the Contract Quantity actually produced and required to be delivered under the terms of this Contract, WESD shall pay APS for any such deficiency in an amount equal to the positive difference, if any, obtained by subtracting the Contract Price from the Replacement Price plus reasonable legal costs incurred by APS in enforcement and protection of its rights under this Contract. Each Party hereby stipulates that the payment obligations set forth above are reasonable in light of the anticipated harm and each Party hereby waives the right to contest such payments as an unreasonable penalty or otherwise.

27. Failure to Produce the Minimum Contract Quantity. If the System fails to produce the Minimum Contract Quantity as described in Section 6, APS shall be entitled, in its sole discretion, to either terminate this Contract or, upon written notice to WESD, modify the Contract Quantity accordingly. In the event that APS exercises such right to terminate, neither APS nor WESD shall have any further obligation to one another under this Contract except that the provisions contained in Sections 16 and 29 shall survive any such termination, together with any other provisions that survive termination by operation of law. In addition, APS shall be entitled to recover damages associated with such termination, in accordance with the procedures set forth in Section 25. Specifically, since pursuant to Section 7 APS may pay WESD in advance for RECs that it is entitled to receive beyond the term of payment under this Agreement, an early termination pursuant to this Section 27 will result in APS having paid for RECs that it did not yet receive. Accordingly, APS shall be entitled to recover damages associated with a termination under this Section 27 by declaring an Early Termination Date and calculating a Settlement Amount in accordance with the procedures set forth in Section 25.

28. Taxes. WESD shall pay or cause to be paid, all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Product prior to its delivery to APS. APS shall pay or cause to be paid, all Taxes on or with respect to the Product after delivery from WESD (other than ad valorem, franchise, or income taxes which are related to the sale of the Product and therefore the responsibility of WESD). Nothing herein shall obligate or cause a Party to pay or be liable to pay any taxes for which it is exempt under the law. Each Party shall indemnify, defend and hold the other Party harmless from any liability against all of any Taxes for which the indemnifying Party is liable.

29. Indemnity. Each Party shall indemnify, defend and hold harmless the other Party from and against any claims arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to Product is vested in such Party, unless a claim is due to the other Party's willful misconduct. Each Party shall indemnify, defend and hold harmless the other Party against any Taxes for which such Party is responsible under Section 28.

30. Forward Contract. The Parties acknowledge and agree that this transaction is a forward contract and that the Parties are forward contract merchants, as those terms are used in the United States Bankruptcy Code. The Parties acknowledge and agree that the transaction, together with this Contract, form a single, integrated agreement, and agreements and transactions are entered into in reliance on the fact that the agreements and each transaction form a single agreement between the Parties.

31. Force Majeure. To the extent either Party, or WESD's designee, is prevented by Force Majeure from carrying out, in whole or part, its obligations under the transaction and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable, then, unless the terms of the Product specify otherwise, the Claiming Party shall be excused from the performance of its obligations with respect to such transaction (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

32. **Non-FERC Jurisdictional.** The Product will be RECs, as defined herein, and shall not be subject to the jurisdiction of the Federal Energy Regulatory Commission or successor agency or commission under the Federal Power Act.

33. **Entire Agreement; Amendments.** This Contract contains the entire agreement of the Parties and there are no oral or written representations or understandings or agreements between the Parties respecting the subject matter of this Contract, which are not expressed herein. No amendment or modifications to this Contract shall be enforceable unless reduced to writing and executed by both Parties.

By its signature below, Participant acknowledges that it has read and understands this Contract and agrees to be bound by all of the terms and conditions set forth herein.

**Washington Elementary School District No. 6
("WESD")**

Signed: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A – Sample ONLY
Production Based Incentive - PV
REC Certificate and Bill of Sale / Invoice

PARTICIPANT ("Seller") hereby transfers and delivers to Arizona Public Service Company ("APS") the Environmental Attributes associated with the energy produced by the solar system (the "System") as described in the CREDIT PURCHASE AGREEMENT between the Parties dated _____ (the "Contract"). Terms used but not defined herein shall have the meaning set forth in the Contract.

The Photovoltaic System is located at _____.

<u>Monthly Meter Read Date</u>	<u>KWh generated</u>
_____, 20__	_____
_____, 20__	_____
_____, 20__	_____

Total PV Quarterly Production: _____ kWh x \$ _____ per kWh = \$ _____
Total Amount Due: \$ _____

One (1) REC represents the Environmental Attributes and REC reporting rights associated with one (1) kWh generated from the Renewable Energy resource, as defined in the Contract.

Seller further attests, warrants and represents as follows:

- i) to the best of its knowledge, the information provided herein is true and correct;
- ii) its sale to APS is its one and only sale of the Environmental Attributes with respect to the energy referenced herein and no third party has claimed nor can claim any interest in such Environmental Attributes;
- iii) the System identified above produced the number of kWh above during the period indicated above; and
- iv) Seller covenants that all RECs required to be delivered hereunder satisfy all Arizona Renewable Energy regulatory requirements set forth in the Contract;

This serves as a bill of sale, transferring from Seller to APS all of Seller's right, title and interest in and to the Environmental Attributes associated with the generation of the above referenced energy.

Contact Person: _____ phone: _____; fax: _____

ACH Account Information/Instructions: _____.

PARTICIPANT

Signed: _____
Name: _____
Title: _____
Date: _____

Bank Name _____
ABA# _____
Acct.# _____
Ref: _____

EXHIBIT B -- Sample ONLY

**PRODUCTION BASED INCENTIVE PHOTOVOLTAIC SYSTEM
INSTALLATION & COMMISSIONING CERTIFICATE**

_____ (“Dealer”) has sold to _____ (“Customer”), a certain Solar Photovoltaic System (the “System”). _____ (“Installer”) has installed, on behalf of _____ (“Customer”), the System on Customer’s property located at _____

Dealer, Installer and Customer, by their signatures below, certify that the following information relating to the System is true and accurate to the best of their knowledge following a reasonable opportunity to inspect the System:

1. The legal name and business address of the Installer is: _____

Arizona Registrar of Contractors License # is: _____

2. The Commissioning of the System occurred on: _____

3. The legal name and business address of the Dealer is: _____

4. **Installer Initials** _____ All equipment installed and/or used in connection with the PV System has been approved by the manufacturer of the PV System for installation or use with the PV System. Installation of the PV System was completed in accordance with all applicable manufacturers’ specifications and APS Interconnection Requirements, and APS Renewable Energy Incentive Program requirements.

5. The inverter and PV modules for the PV System are new and have not been previously placed in service in any other location or for any other application. ☐es ☐No

6. **Payment to Third Party (if applicable)**

I authorize APS to issue Credit Purchase funds to the following installer, dealer, manufacturer, or owner on my behalf, as payment toward the cost and/or installation of my System. I acknowledge and agree that payment made by APS to the payee specified below shall satisfy APS’ payment obligation to me in connection with Reservation # _____ and that, once made, APS shall have no further obligation whatsoever to me.

I authorize all incentive payments to be issued to the party specified below unless and until I authorize in writing incentive payment to be issued to any other third party entity. Furthermore, I make the following representations regarding the payment to the third party specified below:

- (a) The third party payee is [describe relationship between Customer and payee, e.g., lender, lessor or installer] _____; and
- (b) All prior payees, if any, have released any and all claims that they may have to the Credit Purchase funds described herein and therefore no other valid claims for such funds may be asserted.

Payee, by its signature below, acknowledges that customer may, at any time, instruct APS in writing to issue payment to another third party entity and agrees that APS may make incentive payment in accordance with any such subsequent instructions.

Payee Name _____

Address _____

Third Party/Payee Signature _____ Date _____

Customer Signature _____ Date _____

7. Total Project Cost

Total APS lifetime incentive payments will be paid based on production in accordance with the CPA terms, but are limited to 40 percent of your Total Project Cost.

Est. system and installation cost _____ + Est. financing cost* _____ = Est. Total Project Cost** _____

*Financing cost is limited to actual financing cost up to Prime + 5 % and will be validated upon System installation.

**Total Project Cost is defined in the Credit Purchase Agreement ("CPA") and may include eligible financing, if applicable.

Above Total Project Cost x 40% = _____ lifetime incentive payment cap.

8. Installer and dealer confirm that there is no balance by the customer.
9. Dealer and Installer agrees that no material differences exist between the PV System as described in the Reservation Application, Terms and Conditions for the Interconnection of Commercial PV System to the APS Distribution System and Receipt of Credit Purchase Payment, the Equipment Information Form and the PV System as actually installed.
10. The initial meter read(s) for the PV System is _____.
11. Customer has been issues a manufactures warranty of at least twenty year warranty for the PV modules.
12. Customer has been provided with a manufactures warranty of at least five years for the inverter. The remaining operational life has been supported by a planned maintenance or equipment replacement schedule.
13. The system was installed in accordance with the horizontal tilt angle, azimuth angle and shading factor as was specified in the Non-Residential Grid Tied PV Application.

COMMISSIONING CERTIFICATE

Customer Details:

Name:

Correspondence Address:

Installation Address: (if different)

Installer Details:

Installer Company Name:

Accreditation No.

Address:

Telephone:

Email Address:

Website:

Installation carried out by:
(if different from above)

System Details:

Panel Manufacturer:

System Size (kWac):

Model#:

Inverter Manufacturer:

Model #:

_____ (**Participant Acronym used in CPA "Participant"**) (Seller) hereby certifies that the photovoltaic system installed on its property (the "System") has been installed and commissioned at the above-referenced address. **Participant** certifies that the following conditions precedents to commercial operation of the System have been satisfied:

1. **Participant** has obtained and is in compliance with all governmental and regulatory authorizations required for the construction, and operation of the Project, including, but not limited to, any and all permits and/or approvals as required by an AHJ, or if the site is not governed by an AHJ, the Participant has provided certification in lieu of AHJ clearance, acceptable to APS in its reasonable discretion;
2. **Participant** has an established rate schedule either pursuant to a fully executed SCS or by application of a pre-approved APS rate schedule, which **Participant** shall specifically delineate;
3. The System was installed by a contractor holding an active license appropriate for installation of the System with the Arizona Registrar of Contractors;
4. **Participant** has executed an Interconnection Agreement and the System meets all applicable interconnection requirements;
5. **Participant** has installed meter sockets acceptable to APS;
6. **Participant** has installed the necessary dedicated phone lines;
7. The System meets the Equipment Qualifications identified in Exhibit E attached to the Contract;
8. The System is operating correctly; and

9. **Participant** further certifies that it has title to and ownership of all RECs associated with the energy produced by the System and is legally able to transfer ownership of such RECs to APS in connection with the Contract and has provided documentation of such title and ownership to APS as requested by APS in its sole discretion.

I certify that all statements made in this Certificate are correct to the best of my knowledge and that I have the authority to bind **Participant** to the statements made herein.

Dealer Signature

Date

Installer Signature

Date

Customer Signature

Date

***Please submit a Final PAID invoice confirming final panel count, PV System purchase price, payment (Paid in full, less any assigned APS incentive payment), and installation by an Arizona licensed contractor along with Installation & Commissioning Certificate form to:**

Commercial-Incentives@aps.com

**ACKNOWLEDGMENT OF RECEIPT:
ARIZONA PUBLIC SERVICE COMPANY
("APS")**

Signed: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C
PHOTOVOLTAIC SYSTEMS
ELIGIBLE PROJECT COSTS

The following costs, subject to review and approval by APS in its sole discretion, may be included in total eligible project cost:

- Photovoltaic equipment capital cost for Major System Components and all parts and materials as necessary for proper functioning of the system
- Engineering and design cost
- Construction and installation costs. For projects in which the generation equipment is part of a larger project, only the construction and installation costs directly associated with the installation of the energy generating equipment are eligible
- Engineering feasibility study costs
- Building permit costs
- Sales tax and use tax
- On-site System measurement, monitoring and data acquisition equipment
- Necessary mounting hardware and installation costs excluding any costs that might have been incurred had a photovoltaic system not been installed, such as roof resurfacing, roof replacement or replacement of roof structural elements due to failure or need to upgrade for purposes other than solar array mounting.
- Cost of capital included in the System price by the vendor, contractor or subcontractor (the entity that sells the System) is eligible if paid by the owner of the System
- Interconnection costs, including:
 - Electric grid interconnection application fees
 - Metering costs associated with interconnection

EXHIBIT D
RESERVATION APPLICATION
[ATTACHED]



**2011 SCHOOLS AND GOVERNMENT PROGRAM
PHOTOVOLTAIC SYSTEM (GRID-TIED)
PRODUCTION BASED INCENTIVE RESERVATION
APPLICATION**

This Incentive Program is funded by APS customers and approved by the Arizona Corporation Commission

Is this a revision of a previously submitted reservation application? ☐ Yes ☒ XXXX No

In order to qualify for a production based incentive under the Schools and Government Program, the total incentive over the lifetime of the project must be over \$75,000. Projects not meeting this requirement may apply for funding using our Non-Residential Up-Front Incentive program application.

RESERVATION APPLICATION

APS Customer Name (Mountain View Elementary School) Washington Elementary School Dist. No. 6
(This should be the customer name as shown on APS bill for this location. If the name you want is different than what APS has in our system, please contact the APS customer care center at 602-371-7171 and make the account name change PRIOR to submitting the reservation application).

Division of Government name or School District Name: WASHINGTON ELEM SCH DIST #6

Installation Address 801 W. Peoria Avenue Phoenix 85029

County: Maricopa

Is the property: ☒ XXX Owned ☐ Leased

If leased, a Landlord-Tenant rider will also be required and must be submitted with the application (located at www.aps.com/gosolar).

APS Account Number * 411381282

Meter Number * (6 digits) 020605

(Meter Number associated with installation address)

Are you a: ☒ XXX School or ☐ Government Entity

Is this system applying for the 2011 Solar Daylighting Deployment Drive reimbursement**? Yes ☒ No

* If there is currently no electrical service at the installation site, please leave account and meter number blank and check here. ☐

**For details on the Solar Daylighting Deployment Drive, please email SolarSchoolGovt@aps.com

APS CUSTOMER CONTACT INFORMATION (Please Note: installer/dealer contact information requested on next page)

APS Customer Contact Name Sue Pierce Email: Sue.Pierce@wesdschools.org

Business Phone 602-347-2847 Alternate Phone 480-773-0035

Fax Number 602-347-2738

Mailing Address 4650 West Sweetwater Avenue, Glendale, AZ 85304-1505

Is the Customer a dealer or manufacturer of any of the components proposed in the qualifying system, or an employee of a dealer or manufacturer? ☐ Yes ☒ XXX No

If customer is a dealer, employee of, or a manufacturer of the system components, system costs are limited to actual costs rather than retail.

Is the Customer the primary occupant at the site location? XXX Yes ☐ No

If not, are you the landlord or owner? ☐ Yes ☐ No

***NOTE:** All school PV systems participating in the 2011 APS Schools and Government Solar program will be required to install an APS "Mission: Sustainability" School Kiosk prior to incentive payment being requested. For a list of supplied materials and a marketing guide for the APS "Mission: Sustainability" School Kiosk, please contact Jon Higuchi at Jon.Higuchi@aps.com.

INSTALLER INFORMATION

Installer Name (please supply full legal name) Wilson Electric Services Corp.

Contact Name Mark Holohan Email mark.holohan@wilsonelectric.net

Telephone 480-505-6559 Fax 480-505-6759

Mailing Address 600 E. Gilbert Drive, Tempe, AZ 85281

Installer's Arizona Registrar of Contractors (AZROC) License Information

Number ROC181769 Class K-11 Expiration 1/13/2013

EQUIPMENT DEALER INFORMATION (If same as installer, check here XXX)

Dealer Name (please supply full legal name) _____

Contact Name _____ Email _____

Telephone _____ Fax _____

Mailing Address _____

Dealer's Arizona Registrar of Contractors (AZROC) License Information

Number _____ Class _____ Expiration _____

SYSTEM OWNER INFORMATION (if different than customer)

Company Name (please supply full legal name) A special purpose LLC owned by Tioga Energy, Inc

Contact Name Marc Roper, VP of Sales & Marketing Email mroper@tiogaenergy.com

Telephone (415) 625-0700 Fax (415) 513-1645

Mailing Address 123 Mission Street, 9th Floor, San Francisco, CA 94105

SYSTEM INFORMATION (Please contact your dealer/installer if unsure of the information to provide in this section)

Estimated Installation Date 10/31/2012 Is this a system expansion? ☐ Yes ☒ XXX No

(For Production Based Incentives, the system must be installed within 365 days from date of reservation. Allowing for engineering, permitting and interconnection approvals, what is the realistic estimated date of installation?)

If you plan for the system to be installed in 2011, the following year-end interconnect deadlines apply:

1. October 7, 2011: interconnection application with full set of diagrams must be submitted
2. November 4, 2011: diagrams must be approved
3. November 18, 2011: scheduling of inspection must be confirmed

Estimated number of PV Panels 2184 PV Module Manufacturer Canadian Solar

Model # C6SP-250P UL Listing UL 1763

What is the DC watt rating per panel? 250

Estimated number of Inverters 1 Inverter Manufacturer Advanced Energy Solaron
Model #(s) AES-500 UL Listing UL 1741

What is the AC watt rating of each inverter? 500kW-AC

Estimated Total Project Costs* and system installation \$5,021,712

* Total Project Costs is defined in the Credit Purchase Agreement and may include eligible financing, if applicable.

APS Compensation for Excess Production from PV System:

Please indicate your rate plan choice for any excess kWh production that will be delivered to the APS distribution system by your PV system. Please note that the rate chosen below is not a guarantee, but will be confirmed during the review process.

XXX EPR-6 (Energy sent back to the APS grid will appear as a kWh credit on your bill, often called "net metering". Any unused kWh credits that appear in the last billing cycle of the year will be paid out at a wholesale price) **NOTE: In order to qualify for this rate, the total AC inverter rating(s) CANNOT exceed 125% of the customer's metered peak demand during the last twelve months. Note, this Net-Metering rider is not available to Schools on the GS-SCHOOLS M or GS-SCHOOLS L rate schedule.**

☐ EPR-2 (Energy sent back to the APS grid will be purchased by APS at a wholesale price, often called "net billing")

☐ SC-S (If your inverter size is 100 kWac or larger and you are not using EPR-6, you must select the Standard Contract-Solar, or SC-S, rate. Energy sent back to the APS grid will be purchased by APS at the EPR-2 price, but additional standby charges may also apply based on customer demand.)

Rate schedules are posted at www.aus.com or call 602-328-1924.

POTENTIAL ADDITIONAL CHARGES:

Additional charges could include, but are not limited to:

- Upgrades to APS existing infrastructure required to support customer project
- Additional equipment required based on size or design of system
- RTUs as required by the interconnection study group

A copy of APS's Interconnection Requirements can be found at http://www.aps.com/main/green/choice/choice_79.html

INCENTIVE REQUEST

Please review the following information prior to completing the Incentive Request below. Payment of the requested incentive is subject to the following Incentive Program guidelines:

Funding reservations for production-based incentives are awarded on a competitive basis. For more detailed information, please see the decision process on the APS website at www.aps.com/gosolar under the appropriate program and technology. The per kWh incentive levels listed below are **maximum** amounts available. Because this is a competitive process, requesting less than the maximum amount will typically provide a more competitive ranking score.

Requested Renewable Energy Credit (REC) Agreement Term Incentive:

XXX 15-Year-\$0.171/kWh

☐ 20-Year-\$0.155/kWh

The following information is **REQUIRED** to process your application:

1. Most recent 12 month usage history (kWh) for the meter the system is interconnecting to at the installation site:

- 950400 kWh (If this is new construction, please provide an annual use estimate along with supporting documentation such as E-sheets from your electrical engineer).
2. Highest Peak demand (kW) during the most recent 12 month usage history: 693 kW
 3. Proposed kWdc System Size: 550 kWdc
 4. Proposed System Inverter Size: 500 kWac (Maximum 2MWac)
 5. System Size: 550 kWdc x Estimated Annual kWh per kWdc*: 1670 = Anticipated Annual kWh Production** 918500 kWh per year

*** Please include PV Watts calculation Sheet (<http://trredc.nrel.gov/solar/calculators/PVWATTS/version2/>)**

7. Estimated kWh per kW according to PVWatts2 (please attach) 1670 kWh per kW
8. Anticipated Annual kWh Production 918500 x \$.171 per kWh (REC Term Incentive)
= Estimated Annual Incentive Payment \$ 157063.5
9. For School Districts, what is your Project Ranking Matrix total?: 100

****NOTE: Annual system production CANNOT exceed annual metered consumption**

ASSIGNMENT OF PAYMENT

Will payment be assigned to an installer, dealer or manufacturer of the qualifying system? ☒ XXX Yes ☐ No If yes, please provide the following information:

Name of Assignee: A special purpose LLC owned by Tioga Energy, Inc

Mailing Address: 123 Mission Street, 9th Floor, San Francisco, CA 94105

CONFIDENTIALITY

Neither Party shall disclose any non-public, confidential or proprietary information relating to the Reservation (the "Confidential Information") to any third party (other than the Party's employees, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) without the other Party's prior written consent. In the event that any Party becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the legally compelled Party shall give the other Party providing such Confidential Information prompt prior written notice of such requirement so that the providing Party may seek a protective order or other appropriate remedy and/or waive compliance with this Confidentiality provision. In the event that such protective order or other remedy is not obtained, the providing Party waives compliance with the terms hereof with respect to such Confidential Information.

Each Party acknowledges that the unauthorized disclosure of any Confidential Information may cause irreparable harm and significant injury that may be difficult to ascertain. Each Party therefore agrees that specific performance or injunctive relief, in addition to other legal and equitable relief, are appropriate remedies for any actual or threatened violation or breach of the provisions of this Paragraph, although neither Party shall be entitled to any special, consequential, indirect or punitive damages as a result of a breach of the provisions of this Paragraph, whether a claim is based in contract, tort, or otherwise.

Have you provided the required attachments?

XX PV Watts calculation sheet (<http://trredc.mel.gov/solar/calculators/PVWATTS/version2/>)

XX Project Ranking Matrix Sheet (only necessary for School Districts)

XXA written system description

NA A Landlord-Tenant Rider, if applicable

NA If this is new construction, supporting documentation for estimated annual usage

If your reservation is approved, please note the following timelines:

1. You are required to submit a copy of a Qualified Provider document within 30 days of reservation approval to signify that a developer has been selected.
2. Your signed Credit Purchase Agreement must be returned to APS within 60 days of submission of the Qualified Provider document.
3. Submittal of an Interconnection Application within 90 days of reservation date
4. A progress update is required at 150 days from reservation date, including status of the following:
 - a. Interconnection Application
 - b. Local permitting applications
 - c. Equipment orders
5. System must be installed within 365 days from reservation date.

Projects not meeting timelines may be cancelled. If extenuating circumstances exist, you may request consideration for an extension by contacting APS at SolarSchoolGovt@aps.com. If your project requires outside financing, it should be secured at the beginning of the application process. Please note that extensions will not be granted for lack of secured financing.

This Reservation Request and any attachments provided supersede all prior Reservation Requests submitted for the installation address listed on the first page of this document and for this particular technology.

Please note that this is a CUSTOMER program, and the signature required is that of the of APS customer of record. By signing below, customer acknowledges that all application information and all required documents provided have been submitted in good faith.

CUSTOMER:

Susan J Cook
Name (Please Print)

Superintendent / WESD
Title/Business Name

[Signature]
Signature

Dec. 8 2011
Date

In order for an application to be submitted, please submit this request electronically to SolarSchoolGovt@aps.com. Once the application is received, a confirmation email will be sent to the e-mail address from which the application was sent. If a confirmation response is not received within five days, you should contact APS by sending a follow-up email to SolarSchoolGovt@aps.com.

APS will not accept incomplete applications. Please note:

- APS is not responsible for applications not received due to an undeliverable email address
- A reservation application will not be accepted unless it is signed by the APS customer of record
- A reservation application must be received by the nomination period deadline (which ends the last BUSINESS day of the month - weekends are not included in the deadline period)

Project Ranking Matrix

Category	Total Available Points	Criteria Select the one that applies to your district	Points	YOUR POINTS
Resource Index: <i>District-wide available bonding capacity per student?</i> <i>*Not applicable to eligible charter schools</i>	30	Less than \$4,000 per student	30	30
		\$4,001 to \$8,000 per student	25	
		\$8,001 to \$10,000 per student	20	
		\$10,001 to \$12,000 per student	15	
		\$12,001 to \$14,000 per student	10	
		\$14,001 to \$16,000 per student	5	
Free and reduced Lunch Program Participation per District: <i>Percent of students participating in the Free and Reduced Lunch Program</i>	30	80% to 100%	30	30
		60% to 79%	25	
		40% to 59%	20	
		20% to 39%	15	
		10% to 19%	10	
		1% to 9%	5	
Blended Solar Technologies at Installation Location	10	PV, SDL, ST located on site	10	10
		PV and SDL or ST	8	
		PV or SDL or ST	5	
<i>Below: Select all that apply</i>				
Demand Side Management Measures: <i>Level of existing implementation of energy savings measures at the qualifying facility</i>	30	Benchmarked facility or have an Energy Star Portfolio Manager	5	5
		Energy Assessment (Energy Audit) has been performed	10	10
		Implementation of energy conservation measures as measured by APS Solutions for Business	15	15



AC Energy
&
Cost Savings



(Type comments here to appear on printout; maximum 1 row of 80 characters.)

Station Identification	
City:	Phoenix
State:	Arizona
Latitude:	33.43° N
Longitude:	112.02° W
Elevation:	339 m
PV System Specifications	
DC Rating:	1.0 kW
DC to AC Derate Factor:	0.845
AC Rating:	0.8 kW
Array Type:	Fixed Tilt
Array Tilt:	10.0°
Array Azimuth:	180.0°
Energy Specifications	
Cost of Electricity:	8.5 ¢/kWh

Results			
Month	Solar Radiation (kWh/m ² /day)	AC Energy (kWh)	Energy Value (\$)
1	3.93	96	8.16
2	4.99	110	9.35
3	6.03	142	12.07
4	7.54	168	14.28
5	8.19	184	15.64
6	8.21	173	14.71
7	7.82	171	14.54
8	7.39	163	13.86
9	6.70	144	12.24
10	5.68	131	11.13
11	4.37	100	8.50
12	3.62	89	7.57
Year	6.21	1670	141.95

System Description – Mt. View

Attachment 3: Written project description

Solar System Description – Mountain View Elementary School

Location: 801 W PEORIA AVE BDGCSWD1
Account: 411381282
Meter: Q20605
System Size: 550 kW
Modules: Canadian Solar C6SP-250P 250w
Inverter(s): Advanced Energy Solaron 500 E; 500kW-AC
Type of Solar: 30% Covered Parking 70% roof mount
Structure Use: Elementary School

Description

This system will support the electrical use of the Mountain View Elementary school. As stated in the accompanying 'System Sizing' section below, this system is compliant with the APS School and Government Incentive Program's usage and demand restrictions.

This system consists of both solar covered parking and roof mount structures facing approximately due south to slightly off due south (150deg-210deg). All modules will be tilted at approximately 10 degrees. The modules will be standard polycrystalline-silicon Canadian Solar C6SP-250P 250w and the inverters will be one (1) Advanced Energy Solaron 500 kW. The system layout will have the following parameters:

- Grouped into several sections to accommodate the existing parking lot and roof dimensions
- Set in close proximity to the building and Service Entrance Section

System Sizing (Compliance with Program School Size, Demand/Usage Restrictions)

This system is not expected to approach either the annual usage (approx. 1,519,200 kWh) or demand limits (approx. $1.25 \times 693 \text{ kW} = 866 \text{ kW}$) mandated in the APS School and Government Incentive Program.

Usage: Using PV-Watts production modeling calculated this 550 kW system to yield a 1670 kWh/kWp production factor (NOTE: this production factor is a composite of 70% roof and 30% covered parking structures. With an expected 1st year system output of 918,500 kWh, the system is expected to support approximately 60% of total usage (1,519,200.4 kWh), providing a comfortable margin below the Program ceiling of 100% of usage.

Demand: With a 693 kW peak demand in the last 12 months, the maximum allowed inverter size is 866 kW ($1.25 \times 693 \text{ kW}$). However, since the inverters selected for this system will only use 500 kW of capacity, they have been sized below the Program demand sizing constraint exists as well.

EXHIBIT E
EQUIPMENT QUALIFICATIONS

- All components of the PV System must be new and must not have been previously placed in service in any other location or for any other application
- All photovoltaic modules must be certified by a nationally recognized testing laboratory as meeting the requirements of UL 1703.
- The inverter must be listed to UL 1741.
- All other electrical components must be UL listed.
- All systems shall be installed with an array angle above horizontal (horizontal tilt angle) between 0 degrees and 60 degrees, and an array azimuth angle from due south of plus or minus 110 degrees of due south. The shade factor shall not exceed 59%.
- PV modules must be covered by a manufacturer's warranty of at least twenty (20) years.
- Inverters must be covered by a manufacturer's warranty of at least five (5) years. The remaining operational life must be supported by a planned maintenance or equipment replacement schedule.
- Participant must be the original purchaser of the System.
- It must be a complete solar system, which includes solar panels, inverter, and all other related equipment required to provide AC electricity to Participant's premises.
- It must satisfy all APS Interconnection Requirements. A copy of the APS Interconnection Requirements is available on aps.com or can be obtained by calling 602-328-1924. It is important to note that only an authorized APS representative can provide permission for your PV system to operate in parallel to the APS distribution system.
- The PV System must be installed consistent with the manufacturer's recommendations and comply with all applicable governmental statutes, codes, ordinances, rules and regulations, as well as generally accepted engineering, safety and installation practices.
- The Project must comply with all applicable local, state, and federal regulations
- Installations must meet applicable governmental statutes, codes, ordinances, and accepted engineering and installation practices
- APS may request copies of any documents to assure compliance with government, institutional, or program requirements that are either explicitly or implicitly described in this Credit Purchase Agreement.



**SOLAR RENEWABLE ENERGY CREDIT PURCHASE AGREEMENT
GRID-TIED PHOTOVOLTAIC SYSTEM
REVISED**

THIS SOLAR RENEWABLE ENERGY CREDIT PURCHASE AGREEMENT ("Contract") between **Arizona Public Service Company ("APS")**, and **Washington Elementary School District No. 6 ("WESD" or "Participant")**, (collectively referred to herein as the "**Parties**," and each individually referred to herein as a "**Party**") shall be effective as of _____, 201__ (the "Effective Date").

RECITALS

WHEREAS, APS is a public utility that provides energy to its retail customers in the State of Arizona;

WHEREAS, WESD desires to replace some of the energy that it would otherwise purchase from APS with energy generated from a photovoltaic system installed on property owned by WESD or to which WESD has the right to install such a system (the "System");

WHEREAS, WESD, or its designee, intends to install, maintain and own the System, or otherwise have title to and ownership of the Renewable Energy Credits (as defined herein) associated with the output of the System;

WHEREAS, APS is subject to certain state regulatory requirements governing its use of renewable resources to supply energy to its customers, including a Renewable Energy Standard and Tariff. "Renewable Energy Standard and Tariff or RES" means the Arizona Renewable Energy Standard Rules, A.A.C. R14-2-1801 *et seq.*, as the same may be amended from time to time.

WHEREAS, WESD desires to sell and APS desires to purchase certificates representing the Environmental Attributes (as defined herein) associated with the energy produced by the System in order to comply with its obligations under the RES;

WHEREAS, this Contract sets forth the terms and conditions for the sale and purchase of such certificates; and

NOW, THEREFORE, in consideration of the above recitals and the mutual agreement of the Parties set forth below, the following terms and conditions shall apply to this Contract:

TERMS AND CONDITIONS

1. Definitions. The following definitions apply to terms used in this Contract and in the reservation request.

"Aggregate Contract Price" means the lesser of either fifty percent (50%) of the Total Project Cost as provided in the approved reservation application in Exhibit D, or fifty percent (50%) of the Total Project Cost as of the Commissioning of the System.

"Arizona Registrar of Contractors" or "ROC" means the Arizona regulatory agency for the licensing and oversight of contractors.

"Authority Having Jurisdiction ("AHJ") means the governmental agency or sub agency which regulates the construction process applicable to the System.

"Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party from whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

"Commissioning Deadline" means the date that is 365 days following the Reservation Date. The Commissioning Deadline shall be extended on a day-for-day basis as a result of any Force Majeure event, as defined herein, or in accordance with Section 3.

"Commissioning of the System" shall occur only after all conditions precedent to commercial operation of the System have been satisfied, as documented by the certificate attached hereto as Exhibit B.

- (a) **WESD**, or its designee, shall have obtained and be in compliance with all governmental and regulatory authorizations required for the construction, and operation of the Project, including, but not limited to, any and all permits and/or approvals as required by an AHJ, or if the site is not governed by an AHJ, **WESD**, or its designee, must provide certification in lieu of AHJ clearance, acceptable to APS in its reasonable discretion;
- (b) The System shall have been installed by a contractor holding an active license appropriate for installation of the System with the Arizona Registrar of Contractors;
- (c) **WESD** shall have executed an Interconnection Agreement and the System shall meet all applicable interconnection requirements, specifically including, but without limitation, the requirement that the System not be activated or paralleled with the APS distribution system without the express permission from an authorized representative of APS following inspection by APS;
- (d) The System shall meet the Equipment Qualifications identified in Exhibit E attached hereto;
- (e) **WESD**, or its designee, shall have installed a meter socket(s), pursuant to Section 10 herein;
- (f) **WESD**, or its designee, shall have installed, at **WESD's**, or its designee's, expense, the necessary dedicated phone lines in accordance with Section 10 herein; and
- (g) **WESD** shall be subject to an established rate schedule, either pursuant to an executed Special Contract-Solar or by application of one of APS' pre-established rates.

"Contract Quantity" means the RECs associated with the annual production of the System as specified in Section 6.

"Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party in connection with any new arrangements which replace this Contract; and all reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with the termination of this Contract.

"Defaulting Party" has the meaning set forth in Section 25.

"Environmental Attributes" means environmental characteristics that are attributable to Renewable Energy, including credits; credits towards achieving local, national or international renewable portfolio standards; green tags; Renewable Energy Certificates; greenhouse gas or emissions reductions,

credits, offset, allowances or benefits; actual SO₂, NO_x, CO₂, CO, Carbon, VOC, mercury, and other emissions avoided; and any and all other green energy or other environmental benefits associated with the generation of Renewable Energy (regardless of how any present or future law or regulation attributes or allocates such characteristics). Such Environmental Attributes shall be expressed in kWh. Environmental Attributes does not include Tax Benefits, or any energy, capacity, reliability, or other power attributes associated with the provision of electricity services.

"Financing Rate" means the interest rate charged to **WESD**, or its designee, by its lender in connection with the financing of the Project and disclosed to APS pursuant to Section 12 herein. In the event that the **WESD**, or its designee, does not use third party financing in connection with the Project, the Financing Rate shall mean the internal cost of capital calculated by **WESD**, or its designee, subject to review and approval by APS in its sole discretion. In no event shall such Financing Rate exceed the Prime Rate as of the Reservation Date plus five percent (5%), regardless of the actual interest rate that may be charged to **WESD**, or its designee.

"Forecasted Quantity" means an amount of the RECs associated with the production of energy from the Project, measured on the basis of a calendar quarter, that is at least seventy-five percent (75%) of the amount of such RECs represented on **WESD's** Initial Production Profile or Annual Production Profile (as set forth in Section 4 and 9), as applicable, for the same quarterly period.

"Force Majeure" means an event or circumstance which prevents one Party from performing its obligations, which event or circumstance was not anticipated as of the date the transaction was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. So long as the requirements of the preceding sentence are met, a "Force Majeure" event may include, but shall not be limited to, flood, drought, earthquake, storm, fire, lightning, epidemic, war, terrorism or riot; provided, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of a Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that a Force Majeure as defined in the first sentence hereof has occurred. Notwithstanding the foregoing, Force Majeure shall not be based on (a) **WESD's**, or its designee's, delay or inability to obtain financing, or other economic hardship of any kind; (b) **WESD's**, or its designee's, inability to economically use the System; or (c) loss or failure of materials or equipment for the System.

"Gains" means, with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Contract, determined in a commercially reasonable manner.

"Generating Facility" means all or part of the Participant's, or its designee's, electrical generator(s) or inverter(s) together with all protective, safety, and associated equipment necessary to produce electric power at the Participant's, or its designee's, facility.

"Interconnection Agreement" means the agreement, together with appendices, signed between APS and the Participant, covering the terms and conditions governing the interconnection and parallel operation of the Generating Facility with APS.

"Interest Rate" means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published), plus two percent (2%) and (b) the maximum rate permitted by applicable law.

"kWh" means kilowatt hour.

"Losses" means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Contract, determined in a commercially reasonable manner.

"Major System Components" means PV Panels and Inverter.

"Minimum Contract Quantity" means RECs associated with a minimum production from the System which shall mean, for purposes of this Contract, the production of at least fifty percent (50%) of the Quarterly Contract Quantity in every calendar quarter hereunder, together with the production of at least the Forecasted Quantity in one out of every two consecutive calendar quarters hereunder, subject to adjustment of the Contract Quantity pursuant to Section 6.

"Month" means a calendar Month.

"Non-Defaulting Party" has the meaning set forth in Section 25.

"OEM" means Original Equipment Manufacturer.

"Prime Rate" means the lowest rate of interest on bank loans at a given time and place, offered to preferred borrowers as published in the Wall Street Journal on the Reservation Date.

"Project" means the System owned by **WESD**, or its designee, which is a photovoltaic system utilizing solar energy as the energy source for the solar system.

"Project Site" means **WESD** property located in Phoenix, Arizona, which is either owned by **WESD** or to which **WESD** has rights necessary for the installation of the System as contemplated herein.

"Quarterly Contract Quantity" means the Contract Quantity divided equally into four calendar quarters or such other quarterly schedule provided by **WESD**.

"Renewable Energy" means energy derived from resources that are regenerative or for all practical purposes cannot be depleted. Resources that qualify as Renewable Energy, provided that they meet any and all requirements set forth in the RES, include moving water (hydro, tidal and wave power) thermal gradients in ocean water, wind, solar power, geothermal, hydropower, landfill gas, various other forms of biomass, and municipal solid waste.

"Renewable Energy Credit" ("REC") means: (i) the Environmental Attributes associated with the generation of power from a Renewable Energy resource and (ii) the REC reporting rights arising therefrom or connected therewith. One (1) REC represents the Environmental Attributes and REC reporting rights associated with one (1) kWh generated from one (1) or more Renewable Energy sources, as defined by the RES.

"Replacement Price" means the price (including its transaction costs), determined by APS in a commercially reasonable manner, at which APS purchases (if at all) or installs capacity to generate its own substitute RECs for the deficiency or, absent such a purchase, the market price indexed at the closest geographic location to the System's installation, if any, and if none is established or available, then at a market price determined solely by APS in a commercially reasonable manner.

"Reservation Date" means the date on which **WESD** has been notified that its reservation has been accepted, which shall trigger the start of the 365-day time period for the Commissioning of the System as evidenced by **WESD's** executed Reservation application attached hereto as Exhibit D.

"Special Contract – Solar" or "SCS" means the agreement between APS and Participant for electric power supply and consumption, a copy of which is attached as Exhibit F hereto.

"Settlement Amount" means, with respect to a transaction and the Non-Defaulting Party, the Losses or Gains, and Costs, expressed in U.S. Dollars, which such party incurs as a result of the liquidation of a terminated transaction pursuant to Section 25.

"Tax Benefits" means, Renewable Energy related tax credits established under Section 45 of the Internal Revenue Code, as amended, or any similar or successor provision of the Internal Revenue Code, except for any credits or other tax benefits that are associated with any carbon tax or other assessment (regardless of how any present or future law or regulation attributes or allocates such characteristics).

"Total Project Cost" means the total costs directly associated with the installation of the equipment necessary to produce solar energy to generate electricity to heat and/or cool building interiors, provide hot water and/or provide for other energy needs at Participant's facility. The Total Project Cost may also include costs associated with financing the installation of the System, provided that such costs are disclosed by the Participant, or its designee, and provided further that such costs will be included at a rate not to exceed the Financing Rate. The Total Project Cost shall not include any non-financing expenses incurred after the Commissioning of the System, which shall be defined in this Contract.

"Transmission Owner" means APS, and its successors and assigns, in its capacity as provider of interconnection services under the Interconnection Agreement.

2. **Term of the Contract.** Fifteen (15) years beginning with the Commissioning of the System ("Term").

3. **Commissioning of the System.** If Commissioning of the System (including all conditions precedent as set forth in Section 1 of this Contract) is not completed by the Commissioning Deadline, APS may, in its sole discretion, terminate this Contract, in which event neither Party shall be liable to the other Party for any claimed costs, expenses or damages arising directly or indirectly out of this Contract, the System or any energy or associated RECs produced by the System; provided, however, that the Commissioning Deadline may be extended on a day-for-day basis for up to ninety (90) days if the System is substantially completed and APS approves, in its sole discretion the extension, such approval not to be unreasonably withheld.

As soon as reasonably practicable following the completion of the conditions precedent for Commissioning of the System, **WESD**, or its designee, must present to APS a certificate in the form attached hereto as Exhibit B (the "Commissioning Certificate"), evidencing that such conditions precedent have been satisfied. Following the receipt of such Commissioning Certificate, APS will conduct an inspection of the System and countersign the Commissioning Certificate confirming that such conditions precedents have been satisfied.

4. **Development Milestones.** Within thirty (30) days following the Reservation Date, you are required to submit a copy of a Qualified Provider document to signify that a developer has been selected. Within sixty (60) days of submission of the Qualified Provider document, this Credit Purchase Agreement must be executed and returned to APS. Not more than sixty (60) days following the execution of this Contract or one hundred fifty (150) days following the Reservation Date, **WESD**, or its designee, shall provide to APS proof of project development, a production profile for the System for each calendar quarter for the Term of the Contract (the "Initial Production Profile"), proof of submission of building and/or construction permits, and must have submitted an application for an Interconnection Agreement. If **WESD**, or its designee, fails to provide such documentation by the stated deadline, APS may, in its sole discretion, terminate this Contract, in which event neither Party shall be liable to the other Party for any claimed costs, expenses or damages arising directly or indirectly out of this Contract, the System or any energy or associated RECs produced by the System. **WESD** may also terminate this Contract in writing at any time prior to Commissioning of the System; provided, however, that **WESD** may not

submit a new reservation for one hundred eighty (180) days after the Contract has been terminated by **WESD**.

5. **Product.** Renewable Energy Certificates or RECs as defined herein. **WESD** agrees to transfer to APS any and all RECs purchased by APS pursuant to this Contract for the Term of this Contract. **WESD** shall complete and deliver to APS a REC Certificate and Bill of Sale/Invoice as described in Section 17 herein.

6. **Contract Quantity.** The Contract Quantity is RECs associated with up to **689,710** kWhs per calendar year for the Term of this Contract. The Parties acknowledge that following the submittal of the proof of project development described in Section 4 above, **WESD** shall have ten (10) days to amend, in writing, the Contract Quantity herein; provided, however, that such amendment shall not increase the Contract Quantity by more than ten percent (10%), subject to available program funding as determined by APS at its sole discretion, or, in the alternative, the amendment shall not decrease the Contract Quantity by more than twenty percent (20%) (the "Amendment Deadband"). In the event the amendment submitted is outside the Amendment Deadband, the reservation shall be considered rejected as amended and this Contract shall be automatically terminated. **WESD** may not submit a new reservation for one hundred eighty (180) days after the Contract has been terminated in accordance with this provision.

APS shall receive and pay for any and all RECs delivered up to the Contract Quantity. If **WESD** fails to deliver any RECs associated with energy produced by the System, APS shall be entitled to damages for such RECs not delivered, in accordance with Section 26 herein. In addition, if the System fails to produce the Minimum Contract Quantity, APS shall be entitled, in its sole discretion, to either terminate this Contract or modify the Contract Quantity in accordance with Section 27 herein.

7. **Contract Price.** APS shall pay **WESD \$0.171** for each REC associated with a kWh of Renewable Energy actually produced by the System up to the maximum Contract Quantity (the "Contract Price").

APS shall be obligated to pay **WESD**, or its payment designee if such designation has been made, the Contract Price until the earlier of: (i) the date that is **Fifteen (15)** years after the Commissioning of the System; or (ii) the date on which the aggregate payment by APS to **WESD**, or such payment designee, under this Contract equals the Aggregate Contract Price.

The Parties expressly acknowledge and agree that the Aggregate Contract Price, which shall be paid by APS over the time period described herein, represents full and total payment for the RECs associated with all energy produced by the System, up to the maximum Contract Quantity, for the Term of this Contract. Accordingly, APS shall retain the sole and exclusive rights to the RECs associated with the Renewable Energy produced by the System, up to the maximum annual Contract Quantity, for the full Term of this Contract and **WESD** shall provide REC Certificates to APS as described in Section 17, even after full payment has been made by APS in accordance with the preceding paragraph. The purchase of any RECs in excess of the maximum annual Contract Quantity shall be subject to the mutual agreement of the Parties.

8. **WESD's Obligation to Operate.** **WESD**, or its designee, shall operate and maintain the System in accordance with applicable law, equipment manufacturers' recommendation and widely accepted industry practice, and, without relieving itself of any liability thereunder, maintain such documents and records necessary to confirm **WESD**'s, or its designee's, operation and maintenance of the Project in accordance with such standards. **WESD** may, in its sole discretion, use third parties, to perform duties associated with this operation and maintenance obligation; provided, however, that **WESD** shall remain fully and solely liable for the satisfaction of its obligations under this agreement notwithstanding its use of third parties to perform associated duties.

9. **WESD's Obligation to Provide Annual Production Profile.** Within ten (10) Business Days following the first anniversary of the Commissioning of the System, and during the same period each year thereafter, **WESD**, or its designee, shall provide to APS a production profile for the System that shows expected production for the current calendar quarter as well as the next three (3) calendar quarters ("Annual Production Profile"). In the event APS does not receive a revised production profile each year thereafter, the most recent production profile received shall be used as the basis for establishing the production profile portion of the Minimum Contract Quantity from that point forward unless or until a new production profile is submitted. In the absence of any production profile, the defined term of the Contract Quantity as shown in Section 6 shall be used.

10. **Metering.** APS shall provide and set at its sole cost and expense an electronic, utility-grade electrical meter ("Inverter-Output Meter") on the System that is compatible with the APS meter reading and billing systems.

WESD shall provide, at **WESD's** expense, a dedicated phone line to each generator meter and also to the facility service entrance section main billing meter and/or sub meters if necessary as determined by APS. Each dedicated phone line is to be landed on the APS-provided telephone interface module which is typically located within two (2) feet of the meter.

At **WESD's** expense, **WESD** shall be responsible for installing the meter socket and all associated equipment, the cost of which shall be borne solely by **WESD**. The location of the Inverter-Output meter shall be approved by APS and shall be located so that APS has unassisted access to the meter in accordance with APS requirements, including but not limited to Section 300 of the APS ESRM ("Electric Service Requirements Manual") and Service Schedule 1 ("Terms and Conditions for Standard Offer and Direct Access Services").

APS will read the meter remotely for the purpose of providing metered data to **WESD**, and its designee, in order that **WESD**, or its designee, may prepare and send an invoice to APS pursuant to Section 11 below. In the alternative, or additionally, APS may read the meter at the Project Site.

11. **REC Certificate Delivery, Billing and Payment.** The calendar quarter shall be the standard period for all payments under this Contract. Within fourteen (14) days after the end of each calendar quarter, or as soon thereafter as reasonably practicable under the circumstances, APS shall provide the metered data to **WESD** for the preceding calendar quarter, based on its Monthly read of **WESD's** meter, which shall be done at the same time **WESD's** standard electricity meter is read. **WESD**, or its designee, shall use such metered data to complete its invoice (using the form referenced in Section 17 and attached as Exhibit A) for the payment obligations, if any, incurred hereunder during the preceding quarter based on the Monthly meter readings provided by APS. Within five (5) Business Days after its receipt of such information from APS, **WESD**, or its designee, shall issue the invoice to APS. APS shall begin making payments based on such invoices after it has approved the Total Project Costs submitted by **WESD**, or its designee, subject to the limitations set forth in Section 12 herein. APS shall make any required payment no later than thirty (30) days following its receipt of a quarterly invoice from **WESD**, or its designee. APS shall make all payments under this Contract to an Automatic Clearinghouse Credit (ACH) account designated by **WESD**. If **WESD's**, or its designee's, invoice is received more than twenty (20) days after the end of the calendar quarter, payment may be delayed an additional thirty (30) days. If an invoice is not received by APS within six (6) Months after the close of the calendar quarter, the right to receive payment for such quarter is waived.

12. **Documentation of Total Project Cost.** Within ninety (90) days after Commissioning of the System, **WESD**, or its designee, shall provide APS with the Total Project Cost, together with any and all

supporting documentation. APS shall have the right to request any additional financial documents that it deems necessary for the purpose of auditing and determining the validity of the Total Project Cost including, but not limited to, original invoices of each item included in the Total Project Costs. The invoice must show proof of payment and provide sufficient detail to identify the material or installation cost. **WESD**, or its designee, shall provide any and all documentation requested by APS in connection with such audit. Costs that may be included by **WESD**, or its designee, in the Total Project Costs are set forth in Exhibit C hereto. All costs listed in Exhibit C are subject to all limitations set forth in this Contract. APS shall have the right to dispute the Total Project Cost, and shall not be required to pay any portion of the Contract Price in excess of fifty percent (50%) of the undisputed Total Project Cost until it approves a Total Project Cost, which approval shall not be unreasonably withheld, or until a Total Project Cost is determined by arbitration as set forth herein. In such cases, once a Total Project Cost is determined and approved by APS, APS shall pay any additional portion of the Contract Price not already paid with the total payment by APS not to exceed fifty percent (50%) of the Total Project Cost.

13. Disputes and Adjustments of Invoices. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Contract, or adjust any invoice for any arithmetic or computational error, within twelve (12) Months of the date of the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within ten (10) Business Days of such resolution along with interest accrued at the Interest Rate from and including the due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments upon request, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 13 within twelve (12) Months after the invoice is rendered or any specific adjustment to the invoice is made. If an invoice is not rendered within twelve (12) Months after the close of the Month during which performance of a transaction occurred, the right to payment for such performance is waived.

14. WESD's Representations and Warranties. **WESD** represents that each REC: (i) represents all of the Environmental Attributes associated with one (1) kWh of energy from the System; (ii) is associated with the generation of Renewable Energy and represents title to and claim over all Environmental Attributes associated with the specified kWh; and (iii) meets all requirements of the Arizona RES, as of the Effective Date of this Contract.

WESD warrants that the RECs have not otherwise been, nor will they be sold, retired, claimed or represented as part of Renewable Energy output or sales, or used to satisfy obligations, in any other jurisdiction or for any other emissions compliance program requiring solar generation, including those established or regulated by the U.S. Attorney General, Federal Trade Commission or other entities providing guidelines on the advertisement of REC ownership claims.

WESD represents and warrants that it has and will have at the time of sale, title and ownership to the RECs sold hereunder as evidenced by documentation of the same that is acceptable to APS in its sole discretion.

WESD represents and warrants that the RECs sold hereunder are delivered free and clear of all liens, encumbrances, and claims or any interest therein or thereto by any person arising prior to delivery to APS.

15. Mutual Representations and Warranties. Throughout the Term of this Contract, each Party represents and warrants to the other Party that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it has all regulatory authorizations necessary for it to legally perform its obligations under this Contract; (iii) the execution, delivery and performance of this Contract is within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it; (iv) this Contract and each other document executed and delivered in accordance with this Contract constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any equitable defenses, bankruptcy principles, or the like; (v) it is acting for its own account, has made its own independent decision to enter into this Contract and as to whether this Contract is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Contract; (vi) it has entered into this Contract in connection with the conduct of its business and it has the capacity or ability to make or take delivery of all RECs referred to in the Contract to which it is a party; and (vii) there are no bankruptcy proceedings pending or being contemplated by it or, to its knowledge, threatened against it.

16. Confidentiality. Subject to applicable Arizona public records laws, no receiving Party shall itself, nor shall it permit its employees, consultants and/or agents to, disclose to any person, corporation or other entity any non-public, confidential or proprietary information which the Parties require be kept confidential ("Confidential Information") without the prior written consent of the Party providing the Confidential Information, except a receiving Party may distribute the Confidential Information to its board members, officers, employees, agents and consultants and others who have a need for such Confidential Information and have agreed to keep such information confidential. In the event that any Party becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the legally compelled Party shall give the other Party providing such Confidential Information prompt prior written notice of such requirement so that the providing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Contract. In the event that such protective order or other remedy is not obtained, the providing Party waives compliance with the terms hereof with respect to such Confidential Information.

As used herein, Confidential Information shall not include any information which: (i) at the time of disclosure or thereafter is generally available to the public (other than as a result of a disclosure by any Party in violation of this Contract); (ii) was available to any Party on a non-confidential basis from a source other than the Party hereto providing the Confidential Information, provided such source is not and was not known by the receiving Party to be bound by a confidentiality agreement that protects the Confidential Information; or (iii) has been independently acquired or developed by any Party without violating any of its obligations under this Contract.

The Parties acknowledge, however, that APS may need to disclose the Confidential Information in connection with its regulatory filings or to otherwise satisfy its regulatory requirements. In the event that APS intends to disclose any of the Confidential Information to its regulatory authorities including, but not limited to, the Arizona Corporation Commission ("ACC"), the Residential Utility Consumer Office ("RUCO"), the Federal Energy Regulatory Commission ("FERC") or any employee, staff member, consultant, and/or agent of the foregoing, it shall give a minimum of ten (10) Business Days prior written notice of its intention so that **WESD** may seek a protective order or other appropriate remedy. In the event that a protective order or other remedy is not obtained, **WESD** waives compliance with the terms hereof with respect to such Confidential Information to the minimum extent necessary to comply with and solely for the purpose of such regulatory disclosure. Any information so submitted shall be identified as Confidential. Nothing herein shall be deemed to permit **WESD** to disclose Confidential Information to the foregoing

regulatory agencies, or any other party, unless such disclosure is otherwise permitted under this Confidentiality provision.

In addition, **WESD** specifically agrees to use the following APS approved language in connection with this transaction in any press releases, public meetings or hearings, or other public communications, including any release to any newswire service.

“The installation was facilitated, in part, by the APS Renewable Energy Incentive Program. This Program offers financial incentives to customers who add Renewable Energy systems to their homes or business. The Program is funded by APS customers and approved by the Arizona Corporation Commission.”

Any other language used in connection with such public communications that specifically relates to the APS Renewable Energy Incentive Program or this Contract must be approved in advance by APS. The Parties anticipate that at some future time it may be in the best interests of one or both of them to disclose Confidential Information to the media and the Parties anticipate that, in such event, they will enter into a subsequent agreement that will govern the terms of such disclosure. The Parties expressly agree, however, that unless and until such subsequent agreement is executed between the Parties, the terms of this Confidentiality provision shall be binding with respect to such disclosure. Each Party acknowledges that the unauthorized disclosure of any Confidential Information may cause irreparable harm and significant injury that may be difficult to ascertain. Each Party therefore agrees that specific performance or injunctive relief, in addition to other legal and equitable relief, are appropriate remedies for any actual or threatened violation or breach of the provisions of this Section, **although neither Party shall be entitled to any special, consequential, indirect or punitive damages as a result of a breach of the provisions of this Section, whether a claim is based in contract, tort, or otherwise.** The Parties agree that the respondent in any action for an injunction, specific performance decree, or similar relief shall not allege or assert that the initiating Party has an adequate remedy at law in respect to the relief sought in the proceeding, nor shall the respondent seek the posting of a bond by the Party initiating the action. In no event shall a Party’s directors, management, employees, agents, or consultants be individually liable for any damages resulting from the disclosure of any Confidential Information in violation of the provisions of this Section.

The Parties expressly acknowledge and agree that no third party, including any developer or installer of the System is expressly bound by the provisions of this Section 16, and **WESD** understands that in order to maintain the confidential nature of any of its Confidential Information with respect to such third party, it should enter into a separate confidentiality agreement with any such third party.

17. Administration of Contract. Each Party hereby designates the employee identified below as its administrator for purposes of this Contract. Each Party may change its designated administrator(s) by giving not less than two (2) days prior written notice of its new administrator to the other Party.

WESD Administrator:

Contact Name:

Telephone No.:

Fax No:

APS Reservation Coordinator

Contact Name: Reservation Coordinator

Telephone No.: (602) 328-1924

Fax No.: (602) 328-1991

Invoices:

Attention: APS Energy Settlements

Telephone No.: (602) 250-3150

Fax No.: (602) 250-2325

In consideration of APS' purchase of the Product herein, **WESD** Administrator shall provide the APS Energy Settlements with a REC Certificate and Bill of Sale/Invoice, in the form attached hereto as Exhibit A ("REC Certificate"), which shall serve as a quarterly invoice referenced in Section 11 herein. **WESD** shall provide the REC Certificate on a quarterly basis, in accordance with Sections 7 and 11 herein, for the full Term of this Contract.

18. Notices. All notices or other communications given, delivered or made under this Contract by either Party to the other Party will be in writing and may be delivered personally, by first class mail, overnight delivery service or by facsimile. All notices shall be delivered or sent to the other Party at the address shown below or to any other address as the Party may designate by two (2) days prior written notice given in accordance with this paragraph.

If to WESD:

Company:

Address:

Contact

Telephone No.:

Fax No:

With a copy to:

Telephone No.:

Fax No:

If to APS:

Company: Arizona Public Service Company
Address: P.O. Box 53933
Phoenix, AZ 85072-3933

Contact: APS Renewable Energy
Mail Station 9649

Telephone No.: (602) 250-2547
Fax No. (602) 250-3546

With a copy to:

Attention: Renewable Program Manager
Mail Station 9649

19. Independent Contractor. The Parties agree that they are independent contractors for the purpose and activities undertaken in accordance with or as contemplated in this Contract, and that no Party will be considered or permitted to be an agent, servant, or partner of, nor in joint venture with, any other Party. It is expressly understood and agreed that neither Party has any right or authority to directly or indirectly incur any obligation or responsibilities on behalf of the other Party or commit the other Party to any matter or understanding or make any warranties or representations with respect to the Project, without the other Party's prior written consent. Each Party waives any and all rights that it may otherwise have under applicable laws or legal precedents to make any claims or take any action against the other Party or any of its related parties in respect of this Contract based on any theory of agency or fiduciary duty. The Parties agree that this Contract is intended solely for the benefit of the Parties hereto, and that nothing in this Contract shall be construed to create any duty, or standard of care with reference to, or any liability to, any person not a Party to this Contract.

20. Limitation of Remedies, Liability and Damages. EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS CONTRACT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES

ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

21. Alternative Dispute Resolution. All disputes arising under this Contract are subject to the provisions of this Section 21.

- (a) Mediation. Any disputes between the Parties shall first be submitted to a non-binding mediation. The mediation shall be commenced by written request of either Party and shall begin within thirty (30) calendar days of such written notice. The mediator shall be chosen by mutual agreement of the Parties within fifteen (15) calendar days of submission of the above written notice. Any discussions or materials presented during or for purposes of the mediation shall be confidential and governed by the limitations and restrictions of Rule 408 of the Federal and Arizona Rules of Evidence and/or any like regulatory rules. The compensation and any costs and expenses of the mediation shall be borne equally by the Parties. Any arbitration commenced under this Section shall not be initiated until following the completion of the mediation detailed herein; provided, however, that if a Party refuses to participate in the mediation process as provided herein, the other Party may immediately initiate arbitration as set forth in this Section 21. Any dispute that remains unresolved thirty (30) days after the appointment of a mediator shall be settled by binding arbitration in accordance with the procedures set forth in this Section 21.
- (b) Arbitration. Any disputes between the Parties and/or their respective representatives involving or arising under claim, counterclaim, demand, cause of action, dispute, and/or controversy relating to the terms of this Contract, or the breach thereof (collectively "Claims"), shall be submitted to binding arbitration, whether such Claims sound in contract, tort or otherwise. The arbitration shall be conducted in accordance with the Federal Arbitration Act and the then prevailing Commercial Arbitration Rules of the American Arbitration Association. The validity, construction, and interpretation of this agreement to arbitrate and all procedural aspects of the arbitration conducted pursuant hereto shall be decided by the arbitrator(s). Submission shall be made upon the request of either Party. Within twenty (20) calendar days of the receipt by the respondent of service of the notice of arbitration, the Parties shall select one (1) arbitrator by mutual consent. If the Parties are unable to agree upon a single arbitrator, there shall be three (3) arbitrators. Specifically, in the event the Parties cannot agree upon a single arbitrator, both the claimant and the respondent shall appoint one (1) arbitrator within ten (10) calendar days after written notice by either Party that three (3) arbitrators shall be necessary. The two (2) arbitrators so appointed shall then select the third arbitrator within twenty (20) calendar days, who shall be the chairperson, of the tribunal. The chairperson shall be a person who has over eight (8) years of experience in energy-related transactions, and none of the arbitrators shall have been previously employed by either Party or have any direct interest in either Party or the subject matter of the arbitration, unless such conflict is expressly acknowledged and waived in writing by both Parties. The chairperson shall be bound to schedule and hear the dispute within six (6) Months after his/her appointment and shall render the panel's decision within thirty (30) calendar days after the hearing concludes. It is agreed that the arbitration proceeding shall be conducted in a neutral location mutually agreed to by the Parties. It is further agreed that the arbitrator(s) shall have no authority to award consequential, treble, exemplary, or punitive damages of any type or kind regardless of whether such damages may be available under any law or right, with the Parties hereby affirmatively waiving their

rights, if any, to recover or claim such damages. The compensation and any costs and expenses of the arbitrators shall be borne equally by the Parties. Any arbitration proceedings, decision or award rendered hereunder and the validity, effect and interpretation of this arbitration provision shall be governed by the Federal Arbitration Act. The award shall be final and binding on the Parties and judgment upon any award may be entered in any court of competent jurisdiction. The Parties agree that all information exchanged as a result of any proceeding as described herein shall be deemed confidential.

- (c) **Judicial Relief.** Either Party may petition a court of appropriate jurisdiction, as described in Section 23, for non-monetary relief relating to any claim of breach of this Contract in order to prevent undue hardship relating to any such claimed breach pending the appointment of an arbitration panel as described in this Section 21.

22. Governing Law. This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Arizona without regard to principles of conflict of laws.

23. Venue. Subject to the mandatory arbitration provisions herein, with respect to any proceeding in connection with any claim, counterclaim, demand, cause of action, dispute and controversy arising out of or relating to this Contract, each Party hereto irrevocably: (i) consents to the exclusive jurisdiction of the federal courts sitting in Phoenix, Arizona; provided, however, that if the federal courts sitting in Phoenix, Arizona refuse jurisdiction, the Parties agree to the exclusive jurisdiction of the state courts sitting in the County of Maricopa, State of Arizona; (ii) waives any objection which it may have to the laying of venue of any proceedings brought in any such court; and (iii) waives any claim that such proceedings have been brought in an inconvenient forum. Each Party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Contract.”

24. Assignment. Neither Party shall assign or otherwise transfer any of its rights or obligations under this Contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may, without the consent of the other Party: (i) without relieving itself from liability hereunder, transfer, sell, pledge, encumber or assign this Contract or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements; (ii) transfer or assign this Contract to an affiliate of such Party which affiliate’s creditworthiness is equal to or higher than that of such Party; or (iii) transfer or assign this Contract to any person or entity succeeding to all or substantially all of the assets whose creditworthiness is equal to or higher than that of such Party; provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurance as the non-transferring Party may reasonably request. Any assignment in violation of this provision shall be deemed to be null and void.

25. Events of Default/Remedies. An "Event of Default" shall mean, with respect to a Party (a "Defaulting Party"), the occurrence of any of the following:

- (a) the failure to make, when due, any payment required pursuant to this Contract if such failure is not remedied within ten (10) Business Days after written notice;
- (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated if such failure is not remedied within ten (10) days after written notice;
- (c) the failure to perform any material covenant or obligation set forth in this Contract (except to the extent constituting a separate Event of Default, and except for **WESD's**, or

its designee's, obligations to deliver the Product or produce the Minimum Contract Quantity, the remedies for which are set forth herein and in Sections 26 and 27) if such failure is not remedied within thirty (30) days after written notice; provided such thirty (30) day period shall be extended for an additional period not to exceed fifteen (15) days so long as the Defaulting Party is diligently attempting to remedy such failure;

- (d) any failure to comply with applicable interconnection requirements including, but not limited to, operating the System in parallel with the APS distribution system without having received explicit permission from APS to do so;
- (e) such Party becomes bankrupt;
- (f) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Contract to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party;
- (g) if, during any consecutive ninety (90) day period under this transaction, there have occurred three (3) or more **WESD** failures as that term is used in Section 26, regarding which **WESD** shall be deemed to be the Defaulting Party and regarding which APS shall also be entitled to its remedies under Section 26.

If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (the "Non-Defaulting Party") shall have the right but not the obligation to: (i) designate a day, no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective, as an early termination date ("Early Termination Date") to accelerate all amounts owing between the Parties and to liquidate and terminate the transaction under this Contract consistent with the provisions of the succeeding paragraph; (ii) withhold any payments due to the Defaulting Party under this Contract; and (iii) suspend performance.

The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount as of the Early Termination Date. The Non-Defaulting Party shall also calculate any amounts that it owes or owed to the Defaulting Party on or before the Early Termination Date (including any payments due to the Defaulting Party and withheld in the preceding paragraph). The Non-Defaulting Party shall take this total amount owed to the Defaulting Party and net it against the Settlement Amount (which shall also include any accrued but unpaid amounts due to the Non-Defaulting Party on or before the Early Termination Date) to arrive at a single payment amount (the "Termination Payment"). The Termination Payment shall be due to or due from the Non-Defaulting Party as appropriate. Notwithstanding the foregoing, in no event shall any Termination Payment made by APS to **WESD**, together with any amounts otherwise paid by APS to **WESD** under this Contract, exceed the Aggregate Contract Price.

As soon as practicable after a liquidation, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to or due from the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the Party that owes it within two (2) Business Days after such notice is effective.

26. Failure to Deliver Product. If WESD fails to deliver any portion of the Contract Quantity actually produced and required to be delivered under the terms of this Contract, WESD shall pay APS for any such deficiency in an amount equal to the positive difference, if any, obtained by subtracting the Contract Price from the Replacement Price plus reasonable legal costs incurred by APS in enforcement and protection of its rights under this Contract. Each Party hereby stipulates that the payment obligations set forth above are reasonable in light of the anticipated harm and each Party hereby waives the right to contest such payments as an unreasonable penalty or otherwise.

27. Failure to Produce the Minimum Contract Quantity. If the System fails to produce the Minimum Contract Quantity as described in Section 6, APS shall be entitled, in its sole discretion, to either terminate this Contract or, upon written notice to WESD, modify the Contract Quantity accordingly. In the event that APS exercises such right to terminate, neither APS nor WESD shall have any further obligation to one another under this Contract except that the provisions contained in Sections 16 and 29 shall survive any such termination, together with any other provisions that survive termination by operation of law. In addition, APS shall be entitled to recover damages associated with such termination, in accordance with the procedures set forth in Section 25. Specifically, since pursuant to Section 7 APS may pay WESD in advance for RECs that it is entitled to receive beyond the term of payment under this Agreement, an early termination pursuant to this Section 27 will result in APS having paid for RECs that it did not yet receive. Accordingly, APS shall be entitled to recover damages associated with a termination under this Section 27 by declaring an Early Termination Date and calculating a Settlement Amount in accordance with the procedures set forth in Section 25.

28. Taxes. WESD shall pay or cause to be paid, all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Product prior to its delivery to APS. APS shall pay or cause to be paid, all Taxes on or with respect to the Product after delivery from WESD (other than ad valorem, franchise, or income taxes which are related to the sale of the Product and therefore the responsibility of WESD). Nothing herein shall obligate or cause a Party to pay or be liable to pay any taxes for which it is exempt under the law. Each Party shall indemnify, defend and hold the other Party harmless from any liability against all of any Taxes for which the indemnifying Party is liable.

29. Indemnity. Each Party shall indemnify, defend and hold harmless the other Party from and against any claims arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to Product is vested in such Party, unless a claim is due to the other Party's willful misconduct. Each Party shall indemnify, defend and hold harmless the other Party against any Taxes for which such Party is responsible under Section 28.

30. Forward Contract. The Parties acknowledge and agree that this transaction is a forward contract and that the Parties are forward contract merchants, as those terms are used in the United States Bankruptcy Code. The Parties acknowledge and agree that the transaction, together with this Contract, form a single, integrated agreement, and agreements and transactions are entered into in reliance on the fact that the agreements and each transaction form a single agreement between the Parties.

31. Force Majeure. To the extent either Party, or WESD's designee, is prevented by Force Majeure from carrying out, in whole or part, its obligations under the transaction and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable, then, unless the terms of the Product specify otherwise, the Claiming Party shall be excused from the performance of its obligations with respect to such transaction (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

32. **Non-FERC Jurisdictional.** The Product will be RECs, as defined herein, and shall not be subject to the jurisdiction of the Federal Energy Regulatory Commission or successor agency or commission under the Federal Power Act.

33. **Entire Agreement; Amendments.** This Contract contains the entire agreement of the Parties and there are no oral or written representations or understandings or agreements between the Parties respecting the subject matter of this Contract, which are not expressed herein. No amendment or modifications to this Contract shall be enforceable unless reduced to writing and executed by both Parties.

By its signature below, Participant acknowledges that it has read and understands this Contract and agrees to be bound by all of the terms and conditions set forth herein.

**Washington Elementary School District No. 6
("WESD")**

Signed: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A – Sample ONLY
Production Based Incentive - PV
REC Certificate and Bill of Sale / Invoice

PARTICIPANT ("Seller") hereby transfers and delivers to Arizona Public Service Company ("APS") the Environmental Attributes associated with the energy produced by the solar system (the "System") as described in the CREDIT PURCHASE AGREEMENT between the Parties dated _____ (the "Contract"). Terms used but not defined herein shall have the meaning set forth in the Contract.

The Photovoltaic System is located at _____.

<u>Monthly Meter Read Date</u>	<u>KWh generated</u>
_____, 20__	_____
_____, 20__	_____
_____, 20__	_____

Total PV Quarterly Production: _____ kWh x \$_____ per kWh = \$_____

Total Amount Due: \$_____

One (1) REC represents the Environmental Attributes and REC reporting rights associated with one (1) kWh generated from the Renewable Energy resource, as defined in the Contract.

Seller further attests, warrants and represents as follows:

- i) to the best of its knowledge, the information provided herein is true and correct;
- ii) its sale to APS is its one and only sale of the Environmental Attributes with respect to the energy referenced herein and no third party has claimed nor can claim any interest in such Environmental Attributes;
- iii) the System identified above produced the number of kWh above during the period indicated above; and
- iv) Seller covenants that all RECs required to be delivered hereunder satisfy all Arizona Renewable Energy regulatory requirements set forth in the Contract;

This serves as a bill of sale, transferring from Seller to APS all of Seller's right, title and interest in and to the Environmental Attributes associated with the generation of the above referenced energy.

Contact Person: _____ phone: _____; fax: _____

ACH Account Information/Instructions: _____.

PARTICIPANT

Signed: _____
Name: _____
Title: _____
Date: _____

Bank Name _____
ABA# _____
Acct.# _____
Ref: _____

EXHIBIT B -- Sample ONLY
PRODUCTION BASED INCENTIVE PHOTOVOLTAIC SYSTEM
INSTALLATION & COMMISSIONING CERTIFICATE

_____ (“Dealer”) has sold to _____ (“Customer”), a certain Solar Photovoltaic System (the “System”). _____ (“Installer”) has installed, on behalf of _____ (“Customer”), the System on Customer’s property located at _____

Dealer, Installer and Customer, by their signatures below, certify that the following information relating to the System is true and accurate to the best of their knowledge following a reasonable opportunity to inspect the System:

1. The legal name and business address of the Installer is: _____

Arizona Registrar of Contractors License # is: _____

2. The Commissioning of the System occurred on: _____

3. The legal name and business address of the Dealer is: _____

4. **Installer Initials** ____ All equipment installed and/or used in connection with the PV System has been approved by the manufacturer of the PV System for installation or use with the PV System. Installation of the PV System was completed in accordance with all applicable manufacturers’ specifications and APS Interconnection Requirements, and APS Renewable Energy Incentive Program requirements.

5. The inverter and PV modules for the PV System are new and have not been previously placed in service in any other location or for any other application. ☐ Yes ☐ No

6. **Payment to Third Party (if applicable)**

I authorize APS to issue Credit Purchase funds to the following installer, dealer, manufacturer, or owner on my behalf, as payment toward the cost and/or installation of my System. I acknowledge and agree that payment made by APS to the payee specified below shall satisfy APS’ payment obligation to me in connection with Reservation # _____ and that, once made, APS shall have no further obligation whatsoever to me.

I authorize all incentive payments to be issued to the party specified below unless and until I authorize in writing incentive payment to be issued to any other third party entity. Furthermore, I make the following representations regarding the payment to the third party specified below:

- (a) The third party payee is [describe relationship between Customer and payee, e.g., lender, lessor or installer] _____; and
- (b) All prior payees, if any, have released any and all claims that they may have to the Credit Purchase funds described herein and therefore no other valid claims for such funds may be asserted.

Payee, by its signature below, acknowledges that customer may, at any time, instruct APS in writing to issue payment to another third party entity and agrees that APS may make incentive payment in accordance with any such subsequent instructions.

Payee Name _____

Address _____

Third Party/Payee Signature _____ Date _____

Customer Signature _____ Date _____

7. Total Project Cost

Total APS lifetime incentive payments will be paid based on production in accordance with the CPA terms, but are limited to 40 percent of your Total Project Cost.

Est. system and installation cost _____ + Est. financing cost* _____ = Est. Total Project Cost** _____

*Financing cost is limited to actual financing cost up to Prime + 5 % and will be validated upon System installation.

**Total Project Cost is defined in the Credit Purchase Agreement ("CPA") and may include eligible financing, if applicable.

Above Total Project Cost x 40% = _____ lifetime incentive payment cap.

8. Installer and dealer confirm that there is no balance by the customer.
9. Dealer and Installer agrees that no material differences exist between the PV System as described in the Reservation Application, Terms and Conditions for the Interconnection of Commercial PV System to the APS Distribution System and Receipt of Credit Purchase Payment, the Equipment Information Form and the PV System as actually installed.
10. The initial meter read(s) for the PV System is _____.
11. Customer has been issues a manufactures warranty of at least twenty year warranty for the PV modules.
12. Customer has been provided with a manufactures warranty of at least five years for the inverter. The remaining operational life has been supported by a planned maintenance or equipment replacement schedule.
13. The system was installed in accordance with the horizontal tilt angle, azimuth angle and shading factor as was specified in the Non-Residential Grid Tied PV Application.

COMMISSIONING CERTIFICATE

Customer Details:

Name:

Correspondence Address:

Installation Address: (if different)

Installer Details:

Installer Company Name:

Accreditation No.

Address:

Telephone:

Email Address:

Website:

Installation carried out by:
(if different from above)

System Details:

Panel Manufacturer:

System Size (kWac):

Model#:

Inverter Manufacturer:

Model #:

_____ (**Participant Acronym used in CPA "Participant"**) (Seller) hereby certifies that the photovoltaic system installed on its property (the "System") has been installed and commissioned at the above-referenced address. **Participant** certifies that the following conditions precedents to commercial operation of the System have been satisfied:

1. **Participant** has obtained and is in compliance with all governmental and regulatory authorizations required for the construction, and operation of the Project, including, but not limited to, any and all permits and/or approvals as required by an AHJ, or if the site is not governed by an AHJ, the Participant has provided certification in lieu of AHJ clearance, acceptable to APS in its reasonable discretion;
2. **Participant** has an established rate schedule either pursuant to a fully executed SCS or by application of a pre-approved APS rate schedule, which **Participant** shall specifically delineate;
3. The System was installed by a contractor holding an active license appropriate for installation of the System with the Arizona Registrar of Contractors;
4. **Participant** has executed an Interconnection Agreement and the System meets all applicable interconnection requirements;
5. **Participant** has installed meter sockets acceptable to APS;
6. **Participant** has installed the necessary dedicated phone lines;
7. The System meets the Equipment Qualifications identified in Exhibit E attached to the Contract;
8. The System is operating correctly; and

9. **Participant** further certifies that it has title to and ownership of all RECs associated with the energy produced by the System and is legally able to transfer ownership of such RECs to APS in connection with the Contract and has provided documentation of such title and ownership to APS as requested by APS in its sole discretion.

I certify that all statements made in this Certificate are correct to the best of my knowledge and that I have the authority to bind **Participant** to the statements made herein.

Dealer Signature

Date

Installer Signature

Date

Customer Signature

Date

***Please submit a Final PAID invoice confirming final panel count, PV System purchase price, payment (Paid in full, less any assigned APS incentive payment), and installation by an Arizona licensed contractor along with Installation & Commissioning Certificate form to:**

Commercial-Incentives@aps.com

**ACKNOWLEDGMENT OF RECEIPT:
ARIZONA PUBLIC SERVICE COMPANY
("APS")**

Signed: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C
PHOTOVOLTAIC SYSTEMS
ELIGIBLE PROJECT COSTS

The following costs, subject to review and approval by APS in its sole discretion, may be included in total eligible project cost:

- Photovoltaic equipment capital cost for Major System Components and all parts and materials as necessary for proper functioning of the system
- Engineering and design cost
- Construction and installation costs. For projects in which the generation equipment is part of a larger project, only the construction and installation costs directly associated with the installation of the energy generating equipment are eligible
- Engineering feasibility study costs
- Building permit costs
- Sales tax and use tax
- On-site System measurement, monitoring and data acquisition equipment
- Necessary mounting hardware and installation costs excluding any costs that might have been incurred had a photovoltaic system not been installed, such as roof resurfacing, roof replacement or replacement of roof structural elements due to failure or need to upgrade for purposes other than solar array mounting.
- Cost of capital included in the System price by the vendor, contractor or subcontractor (the entity that sells the System) is eligible if paid by the owner of the System
- Interconnection costs, including:
 - Electric grid interconnection application fees
 - Metering costs associated with interconnection

EXHIBIT D
RESERVATION APPLICATION
[ATTACHED]



2011 SCHOOLS AND GOVERNMENT PROGRAM
PHOTOVOLTAIC SYSTEM (GRID-TIED)
PRODUCTION BASED INCENTIVE RESERVATION
APPLICATION

This Incentive Program is funded by APS customers and approved by the Arizona Corporation Commission

Is this a revision of a previously submitted reservation application? ☐ Yes ☒ XXX No

In order to qualify for a production based incentive under the Schools and Government Program, the total incentive over the lifetime of the project must be over \$75,000. Projects not meeting this requirement may apply for funding using our Non-Residential Up-Front Incentive program application.

RESERVATION APPLICATION

APS Customer Name (Sunnyslope Elementary School) Washington Elementary School Dist. No. 6
(This should be the customer name as shown on APS bill for this location. If the name you want is different than what APS has in our system, please contact the APS customer care center at 602-371-7171 and make the account name change PRIOR to submitting the reservation application).

Division of Government name or School District Name: WASHINGTON ELEM SCH DIST #6

Installation Address 240 E. Vogel Avenue Phoenix 85020

County : Maricopa

Is the property: ☒ XXX Owned ☐ Leased

If leased, a Landlord-Tenant rider will also be required and must be submitted with the application (located at www.aps.com/go/solar).

APS Account Number * 411381282 Meter Number * (6 digits) Q20578
(Meter Number associated with installation address)

Are you a: ☒ XXX School or ☐ Government Entity

Is this system applying for the 2011 Solar Daylighting Deployment Drive reimbursement**? ☐ Yes ☒ XXX No

* If there is currently no electrical service at the installation site, please leave account and meter number blank and check here. ☐

**For details on the Solar Daylighting Deployment Drive, please email SolarSchoolGrvt@aps.com

APS CUSTOMER CONTACT INFORMATION (Please Note: installer/dealer contact information requested on next page)
(No P.O. Boxes, please - must be able to receive FedEx deliveries at this address)

APS Customer Contact Name Sue Pierce Email: Sue.Pierce@wesdschools.org

Business Phone 602-347-2847 Alternate Phone 480-773-0035

Fax Number 602-347-2738

Mailing Address 4650 West Sweetwater Avenue, Glendale, AZ 85304-1505

Is the Customer a dealer or manufacturer of any of the components proposed in the qualifying system, or an employee of a dealer or manufacturer? ☐ Yes **XXX** No

If customer is a dealer, employee of, or a manufacturer of the system components, system costs are limited to actual costs rather than retail.

Is the Customer the primary occupant at the site location? **XXX** Yes ☐ No

If not, are you the landlord or owner? ☐ Yes ☐ No

***NOTE:** All school PV systems participating in the 2011 APS Schools and Government Solar program will be required to install an *APS "Mission: Sustainability" School Kiosk* prior to incentive payment being requested. For a list of supplied materials and a marketing guide for the *APS "Mission: Sustainability" School Kiosk*, please contact Jon Higuchi at Jon.Higuchi@aps.com.

INSTALLER INFORMATION

Installer Name (please supply full legal name) Wilson Electric Services Corp.

Contact Name Mark Holohan Email mark.holohan@wilsonelectric.net

Telephone 480-505-6559 Fax 480-505-6759

Mailing Address 600 E. Gilbert Drive, Tempe, AZ 85281

Installer's Arizona Registrar of Contractors (AZROC) License Information

Number ROC181769 Class K-II Expiration 1/13/2013

EQUIPMENT DEALER INFORMATION (If same as installer, check here ☐)

Dealer Name (please supply full legal name) _____

Contact Name _____ Email _____

Telephone _____ Fax _____

Mailing Address _____

Dealer's Arizona Registrar of Contractors (AZROC) License Information

Number _____ Class _____ Expiration _____

SYSTEM OWNER INFORMATION (if different than customer)

Company Name (please supply full legal name) A special purpose LLC owned by Tioga Energy, Inc

Contact Name Marc Roper, VP of Sales & Marketing Email mroper@tiogaenergy.com

Telephone (415) 625-0700 Fax (415) 513-1645

Mailing Address 123 Mission Street, 9th Floor, San Francisco, CA 94105

SYSTEM INFORMATION (Please contact your dealer/installer if unsure of the information to provide in this section)

Estimated Installation Date 10/31/2012 Is this a system expansion? ☐ Yes **XXX** No

(For Production Based Incentives, the system must be installed within 365 days from date of reservation. Allowing for engineering, permitting and interconnection approvals, what is the realistic estimated date of installation?)

If you plan for the system to be installed in 2011, the following year-end interconnect deadlines apply:

1. October 7, 2011: interconnection application with full set of diagrams must be submitted
2. November 4, 2011: diagrams must be approved
3. November 18, 2011: scheduling of inspection must be confirmed

Estimated number of PV Panels 1652 PV Module Manufacturer Canadian Solar

Model # C6SP-250P UL Listing UL 1703

What is the DC watt rating per panel? 250

Estimated number of Inverters 2

Inverter Manufacturer Advanced Energy Solaron; PV Powered

Model #(s) AES 333; PVP 50

UL Listing UL 1741

What is the AC watt rating of each inverter? 333kW-AC and 50kW-AC

Estimated Total Project Costs* and system installation \$3,770,849

* Total Project Costs is defined in the Credit Purchase Agreement and may include eligible financing, if applicable.

APS Compensation for Excess Production from PV System:

Please indicate your rate plan choice for any excess kWh production that will be delivered to the APS distribution system by your PV system. Please note that the rate chosen below is not a guarantee, but will be confirmed during the review process.

XXX EPR-6 (Energy sent back to the APS grid will appear as a kWh credit on your bill, often called "net metering". Any unused kWh credits that appear in the last billing cycle of the year will be paid out at a wholesale price) NOTE: In order to qualify for this rate, the total AC inverter rating(s) CANNOT exceed 125% of the customer's metered peak demand during the last twelve months. Note, this Net-Metering rider is not available to Schools on the GS-SCHOOLS M or GS-SCHOOLS L rate schedule.

- ☐ EPR-2 (Energy sent back to the APS grid will be purchased by APS at a wholesale price, often called "net billing")
- ☐ SC-S (If your inverter size is 100 kWac or larger and you are not using EPR-6, you must select the Standard Contract-Solar, or SC-S, rate. Energy sent back to the APS grid will be purchased by APS at the EPR-2 price, but additional standby charges may also apply based on customer demand.)

Rate schedules are posted at www.aps.com or call 602-328-1924.

POTENTIAL ADDITIONAL CHARGES:

Additional charges could include, but are not limited to:

- Upgrades to APS existing infrastructure required to support customer project
- Additional equipment required based on size or design of system
- RTUs as required by the interconnection study group

A copy of APS's Interconnection Requirements can be found at http://www.aps.com/main/green/choice/choice_79.html

INCENTIVE REQUEST

Please review the following information prior to completing the Incentive Request below. Payment of the requested incentive is subject to the following Incentive Program guidelines:

Funding reservations for production-based incentives are awarded on a competitive basis. For more detailed information, please see the decision process on the APS website at www.aps.com/gosolar under the appropriate program and technology. The per kWh incentive levels listed below are **maximum** amounts available. Because this is a competitive process, requesting less than the maximum amount will typically provide a more competitive ranking score.

Requested Renewable Energy Credit (REC) Agreement Term Incentive:

XXX 15-Year-\$0.171/kWh

☐ 20-Year-\$0.155/kWh

The following information is **REQUIRED** to process your application:

1. Most recent 12 month usage history (kWh) for the meter the system is interconnecting to at the installation site:
751920 kWh (If this is new construction, please provide an annual use estimate along with supporting documentation such as E-sheets from your electrical engineer).

2. Highest Peak demand (kW) during the most recent 12 month usage history: 370 kW
3. Proposed kWdc System Size: 413 kWdc
4. Proposed System Inverter Size: 383 kWac (Maximum 2MWac)
5. System Size: 413 kWdc x Estimated Annual kWh per kWdc*: 1670 = Anticipated Annual kWh Production** 689710 kWh per year

*** Please include PV Watts calculation Sheet** (<http://nrel.gov/solar/calculators/PVWATTS/version2/>)

7. Estimated kWh per kW according to PVWatts2 (please attach) 1670 kWh per kW
8. Anticipated Annual kWh Production 689710 x \$.171 per kWh (REC Term Incentive)
= Estimated Annual Incentive Payment \$ 117940.41
9. For School Districts, what is your Project Ranking Matrix total?: 100

****NOTE: Annual system production CANNOT exceed annual metered consumption**

ASSIGNMENT OF PAYMENT

Will payment be assigned to an installer, dealer or manufacturer of the qualifying system? ☒ Yes ☐ No If yes, please provide the following information:

Name of Assignee: A special purpose LLC owned by Tioga Energy, Inc

Mailing Address: 123 Mission Street, 9th Floor, San Francisco, CA 94105

CONFIDENTIALITY

Neither Party shall disclose any non-public, confidential or proprietary information relating to the Reservation (the "Confidential Information") to any third party (other than the Party's employees, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) without the other Party's prior written consent. In the event that any Party becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the legally compelled Party shall give the other Party providing such Confidential Information prompt prior written notice of such requirement so that the providing Party may seek a protective order or other appropriate remedy and/or waive compliance with this Confidentiality provision. In the event that such protective order or other remedy is not obtained, the providing Party waives compliance with the terms hereof with respect to such Confidential Information.

Each Party acknowledges that the unauthorized disclosure of any Confidential Information may cause irreparable harm and significant injury that may be difficult to ascertain. Each Party therefore agrees that specific performance or injunctive relief, in addition to other legal and equitable relief, are appropriate remedies for any actual or threatened violation or breach of the provisions of this Paragraph, although neither Party shall be entitled to any special, consequential, indirect or punitive damages as a result of a breach of the provisions of this Paragraph, whether a claim is based in contract, tort, or otherwise.

Have you provided the required attachments?

XX PV Watts calculation sheet (<http://nrel.gov/solar/calculators/PVWATTS/version2/>)

XX Project Ranking Matrix Sheet (only necessary for School Districts)

XXA written system description

NA A Landlord-Tenant Rider, if applicable

NA If this is new construction, supporting documentation for estimated annual usage

If your reservation is approved, please note the following timelines:

1. You are required to submit a copy of a Qualified Provider document within 30 days of reservation approval to signify that a developer has been selected.
2. Your signed Credit Purchase Agreement must be returned to APS within 60 days of submission of the Qualified Provider document.
3. Submittal of an Interconnection Application within 90 days of reservation date
4. A progress update is required at 150 days from reservation date, including status of the following:
 - a. Interconnection Application
 - b. Local permitting applications
 - c. Equipment orders
5. System must be installed within 365 days from reservation date.

Projects not meeting timelines may be cancelled. If extenuating circumstances exist, you may request consideration for an extension by contacting APS at SolarSchoolGovt@aps.com. If your project requires outside financing, it should be secured at the beginning of the application process. Please note that extensions will not be granted for lack of secured financing.

This Reservation Request and any attachments provided supersede all prior Reservation Requests submitted for the installation address listed on the first page of this document and for this particular technology.

Please note that this is a CUSTOMER program, and the signature required is that of the of APS customer of record. By signing below, customer acknowledges that all application information and all required documents provided have been submitted in good faith.

CUSTOMER:

Susan J Cook
Name (Please Print)

Superintendent / WESD
Title/Business Name

[Signature]
Signature

Dec. 8 2011
Date

In order for an application to be submitted, please submit this request electronically to SolarSchoolGovt@aps.com. Once the application is received, a confirmation email will be sent to the e-mail address from which the application was sent. If a confirmation response is not received within five days, you should contact APS by sending a follow-up email to SolarSchoolGovt@aps.com.

APS will not accept incomplete applications. Please note:

- APS is not responsible for applications not received due to an undeliverable email address
- A reservation application will not be accepted unless it is signed by the APS customer of record
- A reservation application must be received by the nomination period deadline (which ends the last BUSINESS day of the month - weekends are not included in the deadline period)

Project Ranking Matrix

Category	Total Available Points	Criteria Select the one that applies to your district	Points	YOUR POINTS
Resource Index: <i>District-wide available bonding capacity per student?</i> <i>*Not applicable to eligible charter schools</i>	30	Less than \$4,000 per student	30	30
		\$4,001 to \$8,000 per student	25	
		\$8,001 to \$10,000 per student	20	
		\$10,001 to \$12,000 per student	15	
		\$12,001 to \$14,000 per student	10	
		\$14,001 to \$16,000 per student	5	
Free and reduced Lunch Program Participation per District: <i>Percent of students participating in the Free and Reduced Lunch Program</i>	30	80% to 100%	30	30
		60% to 79%	25	
		40% to 59%	20	
		20% to 39%	15	
		10% to 19%	10	
		1% to 9%	5	
Blended Solar Technologies at Installation Location	10	PV, SDL, ST located on site	10	10
		PV and SDL or ST	8	
		PV or SDL or ST	5	
<i>Below: Select all that apply</i>				
Demand Side Management Measures: <i>Level of existing implementation of energy savings measures at the qualifying facility</i>	30	Benchmarked facility or have an Energy Star Portfolio Manager	5	5
		Energy Assessment (Energy Audit) has been performed	10	10
		Implementation of energy conservation measures as measured by APS Solutions for Business	15	15



AC Energy
&
Cost Savings



(Type comments here to appear on printout; maximum 1 row of 80 characters.)

Station Identification	
City:	Phoenix
State:	Arizona
Latitude:	33.43° N
Longitude:	112.02° W
Elevation:	339 m
PV System Specifications	
DC Rating:	1.0 kW
DC to AC Derate Factor:	0.845
AC Rating:	0.8 kW
Array Type:	Fixed Tilt
Array Tilt:	10.0°
Array Azimuth:	180.0°
Energy Specifications	
Cost of Electricity:	8.5 ¢/kWh

Results			
Month	Solar Radiation (kWh/m ² /day)	AC Energy (kWh)	Energy Value (\$)
1	3.93	96	8.16
2	4.99	110	9.35
3	6.03	142	12.07
4	7.54	168	14.28
5	8.19	184	15.64
6	8.21	173	14.71
7	7.82	171	14.54
8	7.39	163	13.86
9	6.70	144	12.24
10	5.68	131	11.13
11	4.37	100	8.50
12	3.62	89	7.57
Year	6.21	1670	141.95

System Description – Sunnyslope

Attachment 3: Written project description

Solar System Description –Sunnyslope Elementary School

Location: 240 E VOGEL PHOENIX, AZ
Account: 411381282
Meter: Q20578
System Size: 413 kW
Modules: Canadian Solar C6SP-250P 250w
Inverter(s): Advanced Energy Solaron 333 ; PV Powered 50
Type of Solar: 60% Covered Parking; 20% roof mount; 20% Play structure
Structure Use: Elementary School

Description

This system will support the electrical use of the Sunnyslope Elementary school. As stated in the accompanying 'System Sizing' section below, this system is compliant with the APS School and Government Incentive Program's usage and demand restrictions.

This system consists of both solar covered parking, covered play and roof mount structures facing approximately due south to slightly off due south. All modules will be tilted at approximately 10 degrees. while the roof mounted structures will be tilted at 10 degrees.. The modules will be standard polycrystalline-silicon Canadian Solar C6SP-250P 250w and the inverters will be one (1) Advanced Energy Solaron 333 kW and one PV Powered 50 . The system layout will have the following parameters:

- Grouped into several sections to accommodate the existing parking lot, roof dimensions and play areas
- Set in close proximity to the building and Service Entrance Section

System Sizing (Compliance with Program School Size, Demand/Usage Restrictions)

This system is not expected to approach either the annual usage (approx. 863,760 kWh) or demand limits (approx. $1.25 \times 430 \text{ kW} = 538 \text{ kW}$) mandated in the APS School and Government Incentive Program.

Usage: Using PV-Watts production modeling calculated this 413 kW system to yield a 1670 kWh/kWp production factor. With an expected 1st year system output of 689,710 kWh, the system is expected to support approximately 80% of total usage (863,760 kWh), providing a comfortable margin below the Program ceiling of 100% of usage.

Demand: With a 430 kW peak demand in the last 12 months, the maximum allowed inverter size is 538 kW ($1.25 \times 430 \text{ kW}$). However, since the inverters selected for this system will only use 383 kW of capacity, they have been sized below the Program demand sizing constraint exists as well.

EXHIBIT E
EQUIPMENT QUALIFICATIONS

- All components of the PV System must be new and must not have been previously placed in service in any other location or for any other application
- All photovoltaic modules must be certified by a nationally recognized testing laboratory as meeting the requirements of UL 1703.
- The inverter must be listed to UL 1741.
- All other electrical components must be UL listed.
- All systems shall be installed with an array angle above horizontal (horizontal tilt angle) between 0 degrees and 60 degrees, and an array azimuth angle from due south of plus or minus 110 degrees of due south. The shade factor shall not exceed 59%.
- PV modules must be covered by a manufacturer's warranty of at least twenty (20) years.
- Inverters must be covered by a manufacturer's warranty of at least five (5) years. The remaining operational life must be supported by a planned maintenance or equipment replacement schedule.
- Participant must be the original purchaser of the System.
- It must be a complete solar system, which includes solar panels, inverter, and all other related equipment required to provide AC electricity to Participant's premises.
- It must satisfy all APS Interconnection Requirements. A copy of the APS Interconnection Requirements is available on aps.com or can be obtained by calling 602-328-1924. It is important to note that only an authorized APS representative can provide permission for your PV system to operate in parallel to the APS distribution system.
- The PV System must be installed consistent with the manufacturer's recommendations and comply with all applicable governmental statutes, codes, ordinances, rules and regulations, as well as generally accepted engineering, safety and installation practices.
- The Project must comply with all applicable local, state, and federal regulations
- Installations must meet applicable governmental statutes, codes, ordinances, and accepted engineering and installation practices
- APS may request copies of any documents to assure compliance with government, institutional, or program requirements that are either explicitly or implicitly described in this Credit Purchase Agreement.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
 X Discussion
FROM: Dr. Susan J. Cook, Superintendent Information
 1st Reading
DATE: April 26, 2012
AGENDA ITEM: 2012-2013 School and Employee Calendars and the Calendar Framework for 2013-2015
INITIATED BY: Dr. Maggie Westhoff, Director of Professional Development
SUBMITTED BY: Dr. Maggie Westhoff, Director of Professional Development
PRESENTER AT GOVERNING BOARD MEETING: Janet Sullivan, Director of Academic Services
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA IC, GCL/GDK,
A.R.S. 15341.01, 15-901

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

Proposed school and employee work day calendars for the subsequent school year are presented to the Governing Board annually for approval. Each year the school calendar is developed collaboratively by a group of representative stakeholders who comprise the Washington Elementary School District Calendar Committee. The following parameters provide a framework within which the calendar development proceeds:

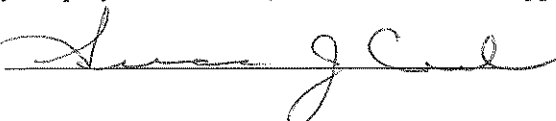
SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the 2012-2013 PLC early-release Wednesday calendar for the staff and students as presented.

It is further recommended that the Governing Board approve the revised start and end dates and holidays for the 2013-2015 calendars which are aligned with Glendale Union High School District calendars.

Finally, it is recommended that the Governing Board approve the 2012-2013 employee calendars, including the 260-Day Administrator Calendar (Administrators), the 260-Day Employee Calendar (Classified), the 227-Day Employee Calendar (School Administrators, School Program Coaches, and School Office Employees), the 220-Day Psychologist Calendar (Psychologists), the 211-Day Employee Calendar (Nutrition Service Managers), the 209-Day Employee Calendar (Certified Teachers, Health Services, and School-based Professionals), the 199-Day Employee Calendar (Library Technicians, 9 Month Night Custodians, Bus Drivers and Assistants, and Nutrition Classified Support), and the 194-Day Employee Calendar (Classified Student Support).

Superintendent



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

Agenda Item VIII.D.

- Alignment of WESD start date and holidays with those of Glendale Union High School District;
- Compliance with legal requirements and state mandates pertaining to instructional days and hours, legal holidays, teacher contracts and AIMS schedule.

On April 28, 2011, the Calendar Study Team recommended to the Governing Board the continuation of the PLC model through 2011-2015. The Governing Board also approved the calendar overviews through 2011-2015 which reflect the alignment of WESD start dates and holidays with those reflected on Glendale Union High School District's corresponding board-approved calendar.

With the four-year start and holiday calendars approved through June, 2015, the task of the 2011-2012 Calendar Committee was to draft a 2012-2013 Staff/Student PLC calendar.

Input was gathered from building principals, program coaches, school staffs, the Planning and Steering Council, and office managers based on two components of the PLC model: the placement of fall Parent/Teacher Conferences and revisiting the need for an Early-Release Wednesday the week prior to winter break. Previously this had been deleted in an effort to increase student attendance. After reviewing the feedback, the Calendar Committee reached consensus on the following recommendations:

- Schedule the fall Parent/Teacher Conferences the week of October 22, 2012 and the spring Parent/Teacher Conferences the week of March 4, 2013.
 - Additional conference time will be scheduled for selected schools on the Wednesday prior to conference week and the Wednesday after conference week.
 - The need for additional time for translation services for SEI classroom teachers will be accommodated within this adjusted Parent/Teacher Conference schedule.
- Return the December 19 Early Release Wednesday to the 2012-2013 calendar to increase the available PLC time for ELAS and Mathematics Common Core Training.

The Governing Board approved calendars reflect the needs of some departments for employees to incorporate training into their work year, prior to and following the school year calendar.

Additionally, the Calendar Study Team was asked by IBN to study and make a recommendation pertaining to several classified work calendars. After working with several small groups to gather data and discuss options, the Calendar study team reached consensus on the following classified calendars:

- A 199-Day Calendar for Bus Drivers, Buss Assistants, Nutrition Leaders, Clerks, Helpers, 9-Month Custodians, and Library Techs.
 - This calendar now incorporates into the work calendar required time for training, start of school year set-up, and driving bus routes that had been previously funded through stipends.
- A 211-Day Calendar for Nutrition Service Managers for the 2012-2013 school year.
 - This calendar addresses the need for preparation to occur before and after the school year.

Finally, the school-based Program Coaches will now move from a 209-Day Calendar to a 227-Day Calendar based on an IBN recommendation.

Further information is provided in the attached documentation.

Attachment A: Calendar Committee Membership

Attachment B: Proposed 2012-2013 Staff/Student Calendar

Attachment C1-8: Proposed Employee Calendars

Attachment D: Revised Start and Holiday Dates for 2012-2015

Attachment E: Power Point Presentation

Members of the WESD 2012-2013 Calendar Committee

- Janet Altersitz, Administrator for Professional Development
- Dave Anderson, Principal, Sahuaro
- Helen Ciba, Teacher, Ironwood
- Angela Fantasia, Teacher, Sahuaro
- Lori Fox, WDEA Representative, Moon Mountain
- Kristy Gill, Program Coach, John Jacobs
- Teresa Harfmann, Teacher, Abraham Lincoln
- Karen Hargrave, Teacher, Desert View
- Chris Hedlund, Program Coach, Special Services
- Suzanne Jones, Special Education Teacher, Palo Verde
- Kelli Knox, Office Manager, Mountain Sky
- Sheryl Kronenberg, WDEA Representative, Cactus Wren
- June Lopez, Librarian, Mountain View
- Kevin Maassen, Librarian, Alta Vista
- Tevis Madison, Teacher, Acacia
- Carolyn Nalor, Teacher, Tumbleweed
- Angela Perrone, Translation Services
- Barbara Post, Administrator for Gifted Services
- Joan Rolfes, Program Coach, Maryland School
- Janet Sullivan, Assistant Superintendent for Academic Services
- Patti Vail, Special Education Teacher, Arroyo
- Maggie Westhoff, Director of Professional Development/ Facilitator
- Planning and Steering Council
 - Teachers
 - Parents
 - Administrators

DRAFT STAFF/STUDENT 2012-2013 CALENDAR

JULY 2012							AUGUST 2012							SEPTEMBER 2012							OCTOBER 2012						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4									1	2	3	4	5	6
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
29	30	31					26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			

NOVEMBER 2012							DECEMBER 2012							JANUARY 2013							FEBRUARY 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1													1	2
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28		

MARCH 2013							APRIL 2013							MAY 2013							JUNE 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6														1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
31																					30						



First and Last Days of School

Holidays/Breaks/Full Release Days

Beginning Dates

August 6-10

Teacher Orientation

August 13

First Day of School

Holidays/Breaks

September 3

Labor Day

October 8-12

Fall Break

November 12

Veterans' Day

November 22-23

Thanksgiving

December 24-January 4

Winter Break

January 21

Martin Luther King Day

February 18

Presidents' Day

March 18-22

Spring Break

May 27

Memorial Day

Ending Date

May 29

Last Day for Students

May 30

Last Day for Teachers

End of Grading Periods

October 5 (39 Days)

1st Quarter

December 21 (46 Days)

2nd Quarter

March 15 (48 Days)

3rd Quarter

May 29 (47 Days)

4th Quarter

Early Release Days

Site-Focused Professional Development 22

District-Focused Professional Development 5

Grading Day 3

Teacher Work Time 2

Parent Teacher Conferences 4

Conference Date OR Professional Development 6

Prof Dev/Grading/Work Days For Teachers

(No Students)

December 21

Prof Dev and Grading

May 30

End of the Year Work Day

State Testing Dates April 15-19**100th Student Day** January 28

WASHINGTON ELEMENTARY SCHOOL DISTRICT
260-DAY ADMINISTRATOR CALENDAR
SCHOOL YEAR 2012-2013

Attachment C-1


JULY 2012							AUGUST 2012							SEPTEMBER 2012							OCTOBER 2012						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4							1		1	2	3	4	5	6
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
29	30	31					26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			
														30													
NOVEMBER 2012							DECEMBER 2012							JANUARY 2013							FEBRUARY 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1			1	2	3	4	5						1	2
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28		
							30	31																			
MARCH 2013							APRIL 2013							MAY 2013							JUNE 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6				1	2	3	4							1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
31																					30						

2012

July 4, 2012	4th of July Holiday (1)
September 3, 2012	Labor Day Holiday (1)
November 12, 2012	Veterans' Day Holiday (1)
November 22-23, 2012	Thanksgiving Holiday (2)
Dec. 24-31, 2012	Winter Holiday (6)

2013

January 1-4, 2013	Winter Holiday (4)
January 21, 2013	Martin Luther King Holiday (1)
February 18, 2013	Presidents' Day Holiday (1)
March 21-22, 2013	Spring Holiday (2)
May 27, 2013	Memorial Day Holiday (1)

 =Holiday

WASHINGTON ELEMENTARY SCHOOL DISTRICT
260-DAY EMPLOYEE CALENDAR
SCHOOL YEAR 2012-2013

Attachment C-2

JULY 2012							AUGUST 2012							SEPTEMBER 2012							OCTOBER 2012						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4							1		1	2	3	4	5	6
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
29	30	31					26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			
														30													
NOVEMBER 2012							DECEMBER 2012							JANUARY 2013							FEBRUARY 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1			1	2	3	4	5						1	2
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28		
							30	31																			
MARCH 2013							APRIL 2013							MAY 2013							JUNE 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6				1	2	3	4							1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
31																					30						

2012

July 4, 2012	4th of July Holiday (1)
September 3, 2012	Labor Day Holiday (1)
November 12, 2012	Veterans' Day Holiday (1)
November 22-23, 2012	Thanksgiving Holiday (2)
Dec. 24-31, 2012	Winter Holiday (4)

2013

January 1-4, 2013	Winter Holiday (1)
January 21, 2013	Martin Luther King Holiday (1)
February 18, 2013	Presidents' Day Holiday (1)
March 21-22, 2013	Spring Holiday (2)
May 27, 2013	Memorial Day Holiday (1)

 =Holiday
 =Offices Closed

WASHINGTON ELEMENTARY SCHOOL DISTRICT
227 DAY EMPLOYEE CALENDAR *Attachment C-3*
PRINCIPAL, ASST. PRINCIPAL, SCHOOL OFFICE MANAGER
SCHOOL OFFICE TECHNICIAN, SCHOOL PROGRAM COACH
SCHOOL YEAR 2012-2013

JULY 2012							AUGUST 2012							SEPTEMBER 2012							OCTOBER 2012						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4							1		1	2	3	4	5	6
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	X	X	X	X	X	13
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
22	★	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
29	30	31					26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			
														30													
NOVEMBER 2012							DECEMBER 2012							JANUARY 2013							FEBRUARY 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1			1	2	3	4	5						1	2
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28		
							30	31																			
MARCH 2013							APRIL 2013							MAY 2013							JUNE 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6				1	2	3	4							1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	★	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
31																					30						

2012

July 23, 2012	Begin Work Year
September 3, 2012	Labor Day Holiday (1)
October 8-12, 2012	Fall Break (non-work days)
November 12, 2012	Veterans' Day Holiday (1)
November 22-23, 2012	Thanksgiving Holiday (2)
Dec. 24-31, 2012	Winter Holiday (6)

2013

January 1-4, 2013	Winter Holiday (4)
January 21, 2013	Martin Luther King Holiday (1)
February 18, 2013	Presidents' Day Holiday (1)
March 18-22, 2013	Spring Holiday (5)
May 27, 2013	Memorial Day Holiday (1)
June 11, 2013	Last day of work year

■ =Holiday

★ =Beginning/End of work year

X =no work day (not encumbered)

WASHINGTON ELEMENTARY SCHOOL DISTRICT
220-DAY PSYCHOLOGIST CALENDAR
SCHOOL YEAR 2012-2013

Attachment C-4

JULY 2012							AUGUST 2012							SEPTEMBER 2012							OCTOBER 2012						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4							1		1	2	3	4	5	6
8	9	10	11	12	13	14	5	☆	7	8	9	10	11	2	3	4	5	6	7	8	7	X	X	X	X	X	13
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
29	30	31					26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			
														30													
NOVEMBER 2012							DECEMBER 2012							JANUARY 2013							FEBRUARY 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1			1	2	3	4	5						1	2
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28		
							30	31																			
MARCH 2013							APRIL 2013							MAY 2013							JUNE 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6				1	2	3	4							1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	☆	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
31																					30						

2012

August 6, 2012	Begin Work Year
September 3, 2012	Labor Day Holiday (1)
October 8-12, 2012	Fall Break (non-work days)
November 12, 2012	Veterans' Day Holiday (1)
November 22-23, 2012	Thanksgiving Holiday (2)
Dec. 24-31, 2012	Winter Holiday (6)

2013

January 1-4, 2013	Winter Holiday (4)
January 21, 2013	Martin Luther King Holiday (1)
February 18, 2013	Presidents' Day Holiday (1)
March 18-22, 2013	Spring Holiday (5)
May 27, 2013	Memorial Day Holiday (1)
June 14, 2013	Last day of work year



☆ = Beginning/End of work year

■ = Holiday

X = no work day (not encumbered)

WASHINGTON ELEMENTARY SCHOOL DISTRICT

SCHOOL YEAR 2012-2013

Attachment C-5

NUTRITION SERVICE MANAGER

211 ENCUMBERED DAYS (189 work days/22 holidays)

JULY 2012							AUGUST 2012							SEPTEMBER 2012							OCTOBER 2012						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				☆	2	3	4							1		1	2	3	4	5	6
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	X	X	X	X	X	13
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
29	30	31					26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			
														30													
NOVEMBER 2012							DECEMBER 2012							JANUARY 2013							FEBRUARY 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1			1	2	3	4	5						1	2
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
18	19	20	21	22	23	24	16	17	18	19	20	X	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28		
							30	31																			
MARCH 2013							APRIL 2013							MAY 2013							JUNE 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6				1	2	3	4							1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	☆	31		23	24	25	26	27	28	29
31																					30						

2012

August 1, 2012	Begin Work Year
August 13, 2012	School Begins
October 8-12, 2012	Fall Break (non-work days)
September 3, 2012	Labor Day Holiday (1)
November 12, 2012	Veterans' Day Holiday (1)
November 22-23, 2012	Thanksgiving Holiday (2)
Dec. 24-31, 2012	Winter Holiday (6)

2013

January 1-4, 2013	Winter Holiday (4)
January 21, 2013	Martin Luther King Holiday (1)
February 18, 2013	Presidents' Day Holiday (1)
March 18-22, 2013	Spring Holiday (5)
May 27, 2013	Memorial Day Holiday (1)
May 30, 2013	Last day of work year

■ =Holiday

☆ =Beginning/End of work year

X =no work day (not encumbered)

**WASHINGTON ELEMENTARY SCHOOL DISTRICT
SCHOOL YEAR 2012-2013**

Attachment C-6

**TEACHER, HEALTH SERVICES, OT/PT, SOCIAL WORKER, AUDIOLOGIST, HEADSTART
INSTRUCTOR/SUPPORT INSTRUCTOR, PRIVATE SCHOOL CONSORTIUM INSTRUCTOR**
209 ENCUMBERED DAYS (187 work days/22 holidays)



JULY 2012							AUGUST 2012							SEPTEMBER 2012							OCTOBER 2012						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7																1	2	3	4	5	6
8	9	10	11	12	13	14	5	☆	7	8	9	10	11	2	3	4	5	6	7	8	7	X	X	X	X	X	13
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
29	30	31					26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			
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NOVEMBER 2012							DECEMBER 2012							JANUARY 2013							FEBRUARY 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1			1	2	3	4	5						1	2
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28		
							30	31																			
MARCH 2013							APRIL 2013							MAY 2013							JUNE 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6				1	2	3	4							1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
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17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	☆	31		23	24	25	26	27	28	29
31																					30						

2012

August 6, 2012	Begin Work Year
August 13, 2012	School Begins
October 8-12, 2012	Fall Break (non-work days)
September 3, 2012	Labor Day Holiday (1)
November 12, 2012	Veterans' Day Holiday (1)
November 22-23, 2012	Thanksgiving Holiday (2)
Dec. 24-31, 2012	Winter Holiday (6)

2013

January 1-4, 2013	Winter Holiday (4)
January 21, 2013	Martin Luther King Holiday (1)
February 18, 2013	Presidents' Day Holiday (1)
March 18-22 2013	Spring Holiday (5)
May 27, 2013	Memorial Day Holiday (1)
May 30, 2013	Last day of work year

 =Holiday
 =Beginning/End of work year
 X =no work day (not encumbered)

WASHINGTON ELEMENTARY SCHOOL DISTRICT
BUS DRIVER, BUSS ASST., NUTRITION SERVICE LEADER, Attachment C-7
CLERK, HELPER, 9-MO CUSTODIAN, LIBRARY TECHNICIAN

SCHOOL YEAR 2012-2013

199 ENCUMBERED DAYS (185 work days/14 holidays*)




JULY 2012							AUGUST 2012							SEPTEMBER 2012							OCTOBER 2012						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4							1		1	2	3	4	5	6
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29	30	31					26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			
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NOVEMBER 2012							DECEMBER 2012							JANUARY 2013							FEBRUARY 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1			1	X	X	X	5						1	2
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
18	19	20	21	22	23	24	16	17	18	19	20	X	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
25	26	27	28	29	30		23	24	25	26	X	X	29	27	28	29	30	31			24	25	26	27	28		
							30	31																			
MARCH 2013							APRIL 2013							MAY 2013							JUNE 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6				1	2	3	4							1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	X	X	X	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	★	31		23	24	25	26	27	28	29
31																					30						

2012

August 7, 2012	Begin Work Year
September 3, 2012	Labor Day Holiday (1)
October 8-12, 2012	Fall Break (non-work days)
November 12, 2012	Veterans' Day Holiday (1)
November 22-23, 2012	Thanksgiving Holiday (2)
Dec. 24-26, 31, 2012	Winter Holiday (4)

2013

January 1, 2013	Winter Holiday (1)
January 21, 2013	Martin Luther King Holiday (1)
February 18, 2013	Presidents' Day Holiday (1)
March 21-22, 2013	Spring Holiday (2)
May 27, 2013	Memorial Day Holiday (1)
May 30, 2013	Last day of work year

-  =Holiday
 =Beginning/End of work year
 =no work day (not encumbered)

WASHINGTON ELEMENTARY SCHOOL DISTRICT
TEACHER ASST., CROSSING GUARD, MONITOR Attachment C-8
SCHOOL YEAR 2012-2013
194 ENCUMBERED DAYS (180 work days/14 holidays*)

JULY 2012							AUGUST 2012							SEPTEMBER 2012							OCTOBER 2012						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4							1		1	2	3	4	5	6
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	X	X	X	X	X	13
15	16	17	18	19	20	21	12	☆	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
29	30	31					26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			
														30													
NOVEMBER 2012							DECEMBER 2012							JANUARY 2013							FEBRUARY 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	3						1			1	X	X	X	5						1	2
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
18	19	20	21	22	23	24	16	17	18	19	20	X	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
25	26	27	28	29	30		23	24	25	26	X	X	29	27	28	29	30	31			24	25	26	27	28		
							30	31																			
MARCH 2013							APRIL 2013							MAY 2013							JUNE 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6				1	2	3	4							1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	X	X	X	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	☆	30	31		23	24	25	26	27	28	29
31																					30						

2012

August 13, 2012	Begin Work Year
September 3, 2012	Labor Day Holiday (1)
October 8-12, 2012	Fall Break (non-work days)
November 12, 2012	Veterans' Day Holiday (1)
November 22-23, 2012	Thanksgiving Holiday (2)
Dec. 24-26, 31, 2012	Winter Holiday (4)

2013

January 1, 2013	Winter Holiday (1)
January 21, 2013	Martin Luther King Holiday (1)
February 18, 2013	Presidents' Day Holiday (1)
March 21-22, 2013	Spring Holiday (2)
May 27, 2013	Memorial Day Holiday (1)
May 29, 2013	Last day of work year

■ =Holiday
 ★ =Beginning/End of work year
 X =no work day (not encumbered)

Washington Elementary School District
School Calendars for 2013-2015
Start Dates and Holidays Revised

2013-2014

August 12 - First Day of School
September 2 - Labor Day Holiday
October 7-11 - Fall Break
November 11 - Veterans' Day Holiday
November 28-29 - Thanksgiving Break
December 23-January 3 - Winter Break
January 20 - Martin Luther King Day
February 17- Presidents' Day Holiday
March 17-21 - Spring Break
May 26 – Memorial Day
May 28 – Last Day of School

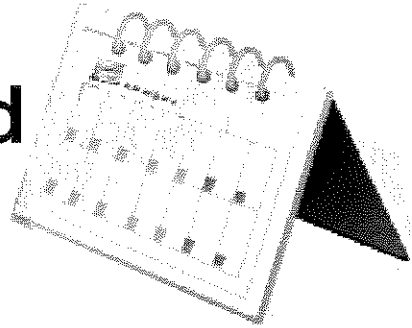
2014-2015

August 11 - First Day of School
September 1 - Labor Day Holiday
October 6-10 - Fall Break
November 11 - Veterans' Day Holiday
November 27-28 - Thanksgiving Break
December 22-January 2 - Winter Break
January 19 - Martin Luther King Day
February 16 - Presidents' Day Holiday
March 16-20 - Spring Break
May 25 - Memorial Day
May 28 – Last Day of School

2012-2013 Calendar Governing Board Presentation

Washington Elementary School District

**2011-2012
School and
Employee
Calendars**



Significant Considerations

- ✕ Alignment with Glendale Union High School District start date and holidays
- ✕ Compliance with legal requirements and state mandates

2012-2013 Calendar Governing Board Presentation

Focus

- **Review the effectiveness of the 2011-2012 Staff/Student Calendar**
- **The December 19 Early-Release PLC**
- **Placement of the Parent/Teacher Conferences**
- **IBN Request to study Classified Calendars**

- ✕ It is recommended that the Governing Board approve the Staff/Student calendar for 2012-2013.
- ✕ It is further recommended that the Governing Board approve the 2012-2013 employee calendars.
- ✕ Finally, it is recommended that the Governing Board approve the revised start and end dates and holidays for 2012-2015 school years.

2012-2013 Calendar Governing Board Presentation

QUESTIONS?

WASHINGTON ELEMENTARY SCHOOL DISTRICT #6

TO: Governing Board X Action
X Discussion
Information
1st Reading

FROM: Dr. Susan J. Cook, Superintendent

DATE: April 26, 2012

AGENDA ITEM: Discussion and Consideration of 2012-2013 Governing Board Budget

INITIATED BY: Chris Maza, Governing Board President SUBMITTED BY: Dr. Susan J. Cook, Superintendent

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: M&O
Budgeted: Yes

The Governing Board will review the 2011-2012 Governing Board budget in order to make recommendations for the 2012-2013 Governing Board budget.

On April 12, 2012, the Governing Board discussed the budget and suggested a reduction in:

- Contractual Agreements
- Supplies
- Subscriptions/Books
- Communication

The Governing Board also discussed an increase to the travel budget.

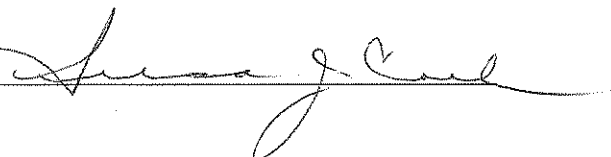
Reductions in the amount of \$2,771.39 are offered in those areas that can be reduced (not related to election and legal issues). Fifty percent of that amount, \$1,385.70, has been added to travel, resulting in a net reduction in the budget of \$1,385.70.

Direction is sought from the Governing Board in order to finalize the Governing Board's budget.

SUMMARY AND RECOMMENDATION

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

Superintendent



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

Agenda Item VIII.E.

Governing Board Budget
Through March 26, 2012

Overall Budget	11-12 Budget	12-13 Budget
001.100.2310.6320.501.0000 Legal Services	100,000.00	100,000.00
001.100.2310.6321.501.0000 Elections	112,482.30	112,482.30
001.100.2310.6330.501.0000 Contractual Agreement	8,163.93	7,347.54
001.100.2310.6331.501.0000 Registration	4,500.00	4,500.00
001.100.2310.6530.501.0000 Communication/Postage	14,000.00	14,000.00
001.100.2310.6540.501.0000 Advertising	300.00	300.00
001.100.2310.6550.501.0000 Printing and Binding	20,550.90	20,550.90
001.100.2310.6580.501.0000 Travel	2,600.00	3,985.70
001.100.2310.6613.501.0000 Supplies	1,150.00	1,035.00
001.100.2310.6616.501.0000 Food/Paper Products	2,350.00	2,115.00
001.100.2310.6644.501.0000 Subscriptions/Books	1,050.00	945.00
001.100.2310.6810.501.0000 Dues and Fees	11,250.00	11,250.00
001.199.2600.6531.501.0000 Communication	7,900.00	6,400.00
	286,297.13	284,911.44

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board

FROM: Dr. Susan J. Cook, Superintendent

DATE: April 26, 2012

AGENDA ITEM: Teacher and Principal Evaluation Process Update

INITIATED BY: Dr. Susan J. Cook, Superintendent SUBMITTED BY: Dr. Susan J. Cook, Superintendent

PRESENTER AT GOVERNING BOARD MEETING: Sue Snyder, Director of Organizational Development

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA, ARS § 15-203, HB 2823

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A


The federal Race to the Top initiative has been a catalyst for teacher and principal evaluation reform throughout the nation. Many states, including Arizona, crafted new education policy in 2010 to improve their competitive opportunity for Race to the Top funding. Arizona Senate Bill 1040 (Chapter 297, 2010 Laws), ARS § 15-203 (A) (38) mandated that quantitative student achievement data account for 33 to 50 percent of teacher and principal evaluation outcomes; that the Arizona State Board of Education adopt a model framework for teacher and principal evaluation by 12/15/2011; and that teacher and principal evaluations comply with the State Board requirements beginning with the 2012-2013 school year.

WESD's Teacher Evaluation Committee began meeting in December 2010. The group's initial focus was on knowledge building, i.e., researching teacher evaluation instruments and processes that had been developed and were being implemented both locally and elsewhere throughout the U.S. Upon adoption of the Arizona Framework for Measuring Educator Effectiveness by the Arizona State Board of Education in April 2011, District committee members became familiar with that document and with the Interstate Teacher Assessment and Support Consortium (InTASC) Model Core Teaching Standards, which were also adopted by the State Board of Education during April 2011. WESD's group then developed a teacher evaluation rubric, aligned with the InTASC standards, but also customized to include familiar elements such as the productive culture rubric. A District Principal Evaluation Committee met concurrently to develop a rubric that aligns with the Interstate School Leaders Licensure Consortium (ISLLC) Standards.

SUMMARY AND RECOMMENDATION

No action required.

Superintendent



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

Agenda Item IX.A.

Teacher and Principal Evaluation Process Update

April 26, 2012

Page 2

More recently, a technical subcommittee of the Teacher Evaluation Committee has been addressing other facets of the evaluation process, including logistics, scoring and valid, reliable measures of student achievement. Subcommittee members developed a video overview of the proposed WESD teacher evaluation process, which has been viewed by teachers and site administrators throughout the District. Governing Board members have been provided a link to the video as well as a DVD copy so they may watch it prior to the April 26, 2012 Board meeting. Two additional videos are being produced. One will focus exclusively on scoring, and it will be available for viewing in early May. The other will explain the student achievement component of the teacher evaluation program; it will be shown as part of the training that teachers and teacher evaluators receive early in the 2012-2013 school year.

On April 13, 2012, House Bill 2823 (schools; teachers; principals; evaluation systems) was signed into law. One of its provisions is to allow school district governing boards to delay full implementation of the Arizona Framework compliant teacher and principal evaluations until the 2013-2014 school year, if the delay is approved by a majority vote of the board at a public meeting prior to September 30, 2012 and accompanied by an implementation plan. A comprehensive recap of House Bill 2823 is attached.



ARIZONA STATE SENATE
Fiftieth Legislature, Second Regular Session

AMENDED
FACT SHEET FOR H.B. 2823

schools; teachers; principals; evaluation systems

Purpose

Makes numerous changes to principal and teacher evaluation statutes.

Background

Arizona Revised Statutes (A.R.S.) § 15-920.01 created the Arizona Performance Based Compensation System Task Force (Task Force). The Task Force was charged with evaluating the effectiveness of Arizona school districts' performance-based compensation systems. This 12-member Task Force assessed improvement in student achievement, achievement of school district and school site goals, teacher professional development, teacher job satisfaction and parent quality rating as it relates to performance pay systems.

A.R.S. § 15-977 established the Classroom Site Fund (Fund) administered by the Arizona Department of Education (ADE) to be used at individual school sites. Forty percent of the Fund is allocated for teacher compensation increases based on performance and employment-related expenses. The monies from the Fund are intended to supplement, not replace, any other teacher compensation sources.

Laws 2010, Chapter 297, required the State Board of Education (SBE) to adopt and maintain a model framework for a teacher and principal performance evaluation instrument by December 15, 2011. It further specified what criteria the adopted instrument must include. School districts and charter schools were required to adopt an evaluation instrument meeting the SBE standards beginning in School Year 2012-2013.

There is no anticipated fiscal impact to the state General Fund associated with this legislation.

Provisions

State Board of Education (SBE)

1. Requires the model teacher and principal evaluation framework adopted by SBE to include, on or before December 1, 2012, four performance classifications and guidelines for school districts and charter schools to use in their evaluation instruments. The four classifications must be designated as highly effective, effective, developing and ineffective.

2. Permits SBE to periodically make adjustments to the model framework to align the teacher and principal evaluations with assessments or data changes at the state level.

Arizona Department of Education (ADE)

3. Requires ADE, by September 15, 2012, to identify and prominently post on their website the best practices for the implementation and assessment of principal and teacher evaluation systems.
4. Specifies that the best practices posted by ADE must be from at least the following public schools:
 - a) one large school district located in a county with a population of at least eight hundred thousand persons;
 - b) one small school district located in a county with a population of at least eight hundred thousand persons;
 - c) one school district located in a county with a population of fewer than eight hundred thousand persons; and
 - d) one charter school.
5. Adds that the best practices posted by ADE must include detailed information on the following:
 - a) the implementation process for teacher and principal evaluation systems;
 - b) the evaluation weightings;
 - c) the types of qualitative and quantitative elements used;
 - d) the methods in which the evaluations guide professional development; and
 - e) the types of decisions for which the evaluations are used.
6. Allows ADE to develop an evaluation instrument that complies with the evaluation framework adopted by SBE for school districts and charter schools. This instrument may be pilot tested in the school districts and charter schools that choose to participate in the pilot evaluation instrument in school year 2012-2013.

School District Governing Boards

7. Specifies that by school year 2013-2014, school districts and charter schools must adopt the definitions for performance classification adopted by SBE. The adoption must be done in a public meeting and the performance classifications must be incorporated into the school district or charter school's evaluation instrument in a manner designed to improve teacher and principal performance.
8. Adds that for charter schools the principal evaluation instrument applies to the instructor at the school who is primarily responsible for overseeing instruction. The evaluation instrument will not apply to an officer, director, member or partner of the charter holder.
9. Requires the governing board to adopt, at a public meeting where public comment is heard, a teacher evaluation policy by school year 2013-2014 that includes:

- a) incentives for teachers in the highest performance classification, including multiyear contracts not to exceed three years;
 - b) incentives for teachers in the two highest performance classifications to work at schools that are assigned a letter grade of “D” or “F”;
 - c) protections for teachers who are transferred to schools that are assigned a letter grade of “D” or “F”; and
 - d) protections for teachers if the principal of the school is designated in the lowest performance classification.
10. Requires in school year 2015-2016, the school district governing board policy on teacher evaluations must describe:
- a) the support and consequences for the teacher in the lowest performing classification;
 - b) an intervention option for teachers designated in the lowest performance classification that includes the use of a performance improvement plan for those teachers, the policy shall specify that this intervention option may be used only once for each teacher;
 - c) dismissal policies for teachers who continue to be designated in the lowest performance classification; and
 - d) dismissal policies for teachers who are not provided an intervention option.
11. Requires school district governing boards to discuss their aggregate performance classifications of principals and teachers at a public meeting at least once a year.
12. Requires school district governing boards to make the evaluation and performance classification of each principal in the school district available to school districts and charter schools that are inquiring about the performance of the principal for hiring purposes.
13. Removes the requirement that the teacher evaluation system adopted by a governing board include the following:
- a) a reliable evaluation instrument for measuring effective teaching performance; and
 - b) an assessment of the competencies of teachers for measuring teacher performance.
14. Deletes the requirement that regular evaluation of the performance of each certificated teacher must be performed at least twice each year for a teacher who has not been employed by the school district for more than the major portion of three consecutive school years and at least once each year for a teacher who has been employed by the school district for more than the major portion of three consecutive school years.
15. Changes the requirement that a teacher evaluation system include a specified number of classroom observations to require that the system include at least two observations of complete and uninterrupted lessons. The first and the last observation must be separated by at least 60 calendar days and the teacher must receive written feedback within 10 business days.
16. Changes the name of the report on a teacher to evaluation from assessment.
17. Requires an annual evaluation of a teacher.

18. Adds that the performance classification of a teacher is confidential but may be disclosed to other school districts and charter schools for employment purposes.
19. Requires that school district policies pertaining to the transfer of teachers from one school to another school in a school district must take into consideration the current distribution of teachers across all of the performance classifications and the needs of the pupils in the school district.
20. Requires that the definition of inadequacy of classroom performance align with SBE's performance classifications.
21. Allows a school district governing board or a charter school governing body to choose to postpone the full implementation of the required teacher and principal evaluation until the 2013-2014 school year if governing board or governing body votes on the delay at a public meeting before September 31, 2012. The vote to delay must receive a majority vote of the board or body in order to be implemented. The governing board or governing body must also adopt a plan at that time that includes certain requirements.

Principals

22. Requires school district governing boards to adopt at a public meeting where public comment is heard, and implement, by school year 2013-2014, policies for principal evaluations. The policies must describe:
 - a) the principal evaluation instrument, including the four performance classifications required by SBE adopted by the governing board;
 - b) alignment of professional development opportunities to the principal evaluations;
 - c) incentives for principals in one of the two highest performance classifications which may include: multiyear contracts pursuant to statute, and incentives to work at schools that are assigned a letter grade of "D" or "F"; and
 - d) transfer and contract processes for principals designated in the lowest performance classification.
23. Allows a principal's term of employment to be for any period up to three years pursuant to the policies school district governing boards are required to adopt. If the contract is for multiple years, the school district cannot offer to extend or negotiate the contract until May of the year preceding the final year of the contract.

Teachers

24. Requires every teacher to make student learning the primary focus of the teacher's professional time.
25. Permits a teacher who is beginning the teacher's fourth year of employment at a district and who has been designated in one of the two lowest performance level to be offered a contract for the next school year.

26. Prohibits a teacher who has been employed by the school district for the major portion of three or more consecutive school years and who is designated in the lowest performance classification for two consecutive school years from being transferred as a teacher to another school in that school district unless the school district has issued a notice of inadequacy of classroom performance and approved a performance improvement plan for the teacher pursuant to statute and the governing board has approved the new placement as in the best interests of the pupils in the school. A teacher who continues to be designated in one of the two lowest performance classifications cannot be permitted to transfer to another school. A teacher cannot be transferred more than once.
27. Prohibits a certificated teacher who has not been employed for more than the major portion of four consecutive school years by a district, but who is under a contract currently and has been designated in one of the two lowest performance classification from receiving a hearing on their dismissal from the governing board.

Classroom Site Fund (CSF)

28. Adds that beginning in school year 2014-2015, individual teacher performance shall account for 33% of the 40% of CSF monies used for performance pay by a district.

Miscellaneous

29. Makes technical and conforming changes.
30. Becomes effective on the general effective date.

Amendments Adopted by Committee

1. Adds that the classifications adopted by SBE must be designated as highly effective, effective, developing and ineffective.
2. Allows ADE to develop an evaluation instrument that complies with the evaluation framework adopted by SBE for school districts and charter schools for use in a pilot program.
3. Requires the governing board to adopt a teacher evaluation policy by school year 2013-2014 and defines what the policy must include.
4. Adds requirements for governing board policies relating to the lowest performing teachers.
5. Requires at least 75 days between the first and last teachers observation.
6. Allows a school district governing board or a charter school governing body to choose to postpone the full implementation of the required teacher and principal evaluation until the 2013-2014 if they meet certain requirements.
7. Changes the implementation date for principal evaluations.

8. Makes changes to the CSF distribution requirements.

Amendments Adopted by Committee of the Whole

1. Changes the amount of time required between the first and last teacher observation.
2. Clarifies for charter schools the principal evaluation instrument applies the head instructor at the school.

House Action

ED	2/13/12	DPA	6-3-0-1-0
3 rd Read	2/29/12		39-15-5-0-1

Senate Action

ED	3/12/12	DPA	7-0-1-0
3 rd Read	4/5/12		29-0-1-0

Prepared by Senate Research

April 5, 2012

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