

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

**DATE:** September 8, 2011

**TIME:** Regular Meeting 7:00 p.m. – Board Room

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

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

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

**I. REGULAR MEETING**

A. Call to Order and Roll Call

B. Moment of Silence and Meditation

C. Pledge of Allegiance

D. Adoption of the Regular Meeting Agenda

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

E. Approval of the Minutes

1-9

It is recommended that the Governing Board approve the Minutes of the August 25, 2011 Special Meeting, Executive Session and Regular Meeting (all Governing Board Members were in attendance).

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

F. Current Events: Governing Board and Superintendent

Desert View Physical Education students, and teacher, Vicky Bonavito, will demonstrate the use of heart-rate monitors and staying in the healthy zone.

G. Special Recognition

- The following Washington Elementary School District sites have received the prestigious ENERGY STAR designation for energy efficiency as designated by the United States Environmental Protection Agency (EPA):
  - John Jacobs Elementary School
  - Palo Verde Middle School
  - Richard E. Miller Elementary School

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).
- 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).

## **I. REGULAR MEETING - (continued)**

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

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

## **II. CONSENT AGENDA**

- \*A. Approval/Ratification of Vouchers 10-11  
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 12-15  
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) 16  
1. Gardner's Book Service donated books with a value of \$1,660.12 to be used by Book Pals Performing Artist in Literacy in Schools of the Screen Actors Guild Foundation for the benefit of students in the Washington Elementary School District.  
2. Pureheart Christian Fellowship donated school supplies with an approximate value of \$3,000.00 for the benefit of students at Acacia Elementary School, Arroyo Elementary School, Cactus Wren Elementary School, Chaparral Elementary School, Cholla Middle School, Mountain View School, Palo Verde Middle School, Richard E. Miller Elementary School, Sahuaro Elementary School, and Sunburst Elementary School.  
3. Rodel Charitable Foundation donated a check in the amount of \$4,650.00 to be used for the MAC-Ro Math Program kick-off assemblies and student incentives for the benefit of participating students at Desert View, Mountain View, Shaw Butte, and Sunnyslope Schools.
- \*D. Out-of-County/State Field Trip 17-25  
1. Matthew Weaver, Royal Palm Middle School, has submitted an out-of-county/state field trip request to AstroCamp, Idyllwild, CA, November 16-18, 2011, for 7<sup>th</sup> grade students at a cost of \$15,623.50.
- \*E. Agreement with Austin Centers for Exceptional Students (ACES) for Behavior Coaches 26-27
- \*F. Declaration of Curricular and Instructional Alignment to the Arizona Academic Standards 28-31

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

- A. Option and Easement Agreement with Cricket Communications, Inc. (Cathy Thompson) 32-50  
Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_
- B. Second Reading and Adoption of Proposed Board Policy JICK – Student Violence/ Harassment/Intimidation/Bullying (D. Rex Shumway) 51-63  
Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

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

- A. 2012 Arizona School Boards Association (ASBA) Political Agenda: Governing Board Priorities (Dr. Susan J. Cook) 64-74

**V. FUTURE AGENDA ITEMS**

**VI. GOVERNING BOARD AND SUPERINTENDENT ACKNOWLEDGMENTS**

**VII. ADJOURNMENT**

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

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

(\*) 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 on an item which is on the agenda may be granted permission to do so by completing an AUDIENCE PARTICIPATION 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.

(\*\*) 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: SPECIAL MEETING, EXECUTIVE SESSION, AND  
REGULAR MEETING**

2011-2012

August 25, 2011

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

**I. SPECIAL MEETING – GENERAL FUNCTION**

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

Mr. Maza called the meeting to order at 6:15 p.m. Governing Board members constituting a quorum were present: Mr. Chris Maza, Mr. Aaron Jahneke, Mr. Bill Adams, Ms. Clorinda Graziano, and Mrs. Tee Lambert.

**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 Ms. Graziano. The motion carried.

**UNANIMOUS**

**II. CALL FOR EXECUTIVE SESSION**

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

**UNANIMOUS**

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 attorney or 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 settlement discussions conducted in order to avoid litigation – specifically regarding an OCR matter.

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

**III. RECESSING OF SPECIAL MEETING FOR EXECUTIVE SESSION**

**IV. EXECUTIVE SESSION**

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

All Board members were in attendance.

**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.

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

- A.3 and A.4 – Discussion or consultations with the attorney or 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 settlement discussions conducted in order to avoid litigation – specifically regarding an OCR matter.

August 25, 2011

**V. RECONVENING OF SPECIAL MEETING**

**VI. RECESSING OF SPECIAL MEETING FOR REGULAR MEETING**

**VII. REGULAR MEETING – GENERAL FUNCTION**

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

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

**B. Moment of Silence and Meditation**

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

**C. Pledge of Allegiance**

Mr. Maza led the Pledge of Allegiance.

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

A motion was made by Mr. Adams that the Governing Board adopt the Regular Meeting Agenda. The motion was seconded by Ms. Graziano. 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 July 14, 2011 Regular Meeting. The motion was seconded by Mrs. Lambert. The motion carried.

**UNANIMOUS**

**F. Approval of the Minutes**

A motion was made by Ms. Graziano that the Governing Board approve the Minutes of the August 4, 2011 Special Meeting. The motion was seconded by Mr. Jahneke. The motion carried.

**UNANIMOUS**

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

Mr. Adams shared that he enjoyed attending the Washington Resource Information Center grand opening with First Things First prior to the Board meeting. He thanked Mr. Maza for his opening remarks at the event. Mr. Adams also thanked everyone involved with this wonderful project.

Mr. Jahneke shared that he enjoyed meeting the new teachers at the following events:

- BEGIN I Kickoff
- Alta Vista's Meet the Teacher Night

Mr. Jahneke shared that he enjoyed attending the Washington Resource Information Center grand opening. He thanked District 10 Representative Kimberly Yee, District 15 Representatives Lela Alston and Katie Hobbs, and City Councilman Claude Mattox for attending.

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

- Washington Resource Information Center – thanked First Things First and everyone involved with the Center. She expressed her appreciation that the District is offering the resources for families.
- BEGIN I Kickoff – thanked Dr. Maggie Westhoff for the invitation.
- WDEA New Teacher Luncheon

Mr. Maza shared that he enjoyed attending the WDEA New Teacher Luncheon.

August 25, 2011

Mr. Maza thanked Board members for attending the BEGIN I Kickoff event. He was unable to attend due to a schedule conflict.

Dr. Cook acknowledged the hard work of the staff during the beginning of the 2011-2012 school year and welcomed the students.

**H. Special Recognition**

Dr. Cook recognized Sandy Dyke, Instructional Coach, who has over 40 years of experience as a music educator. Ms. Dyke had been selected as the third recipient of the Robert B. Griffith Education Award from the University of Louisville School of Music Alumni Council.

**I. Public Participation**

There was public participation. At the discretion of the Chair, Mr. Maza moved Agenda Item VII.I. – Public Participation to follow Agenda Item VII.J. – Approval of the Consent Agenda.

**J. Approval of the Consent Agenda**

**UNANIMOUS**

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

Mr. Maza requested that Consent Agenda Item \*VIII.E. - Acceptance of the Walmart Grants in the Amount of \$2,500.00, the Media in Education Grant in the Amount of \$3,300.00, the Arizona Department of Education Grants in the Amount of \$1,713,336.00, the City of Phoenix Neighborhood Block Watch Grants in the Amount of \$29,078.00, the Target Corporation Grant in the Amount of \$9,996.00, the National School Supply and Equipment Association Grant in the Amount of \$1,000.00, and the BHHS Legacy Foundation Grant in the Amount of \$75,875.00 be pulled from the Consent Agenda for separate consideration.

Ms. Candice Fremouw, community member, spoke regarding Consent Agenda Item \*VIII.E. – Acceptance of the Walmart Grants in the Amount of \$2,500.00, the Media in Education Grant in the Amount of \$3,300.00, the Arizona Department of Education Grants in the Amount of \$1,713,336.00, the City of Phoenix Neighborhood Block Watch Grants in the Amount of \$29,078.00, the Target Corporation Grant in the Amount of \$9,996.00, the National School Supply and Equipment Association Grant in the Amount of \$1,000.00, and the BHHS Legacy Foundation Grant in the Amount of \$75,875.00. Ms. Fremouw spoke on behalf of the Moon Valley Gardens Neighborhood Block Watch who have partnered with Moon Mountain Elementary School for five years to obtain grant funding. Ms. Fremouw reported that this year's grant funding (\$9,245.00) will be used for various needs at the school, e.g., staff monitors/instructors for the open gym, library and fitness room, meetings for Community Involvement in Crime Prevention, and 32 classroom gardens.

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

**VIII. CONSENT AGENDA**

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

**UNANIMOUS**

Approved and ratified the vouchers as presented.

**\*B. Personnel Items**

**UNANIMOUS**

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

August 25, 2011

Dr. Cook introduced Jill Sarraino, Palo Verde Assistant Principal, who was approved on the August 4, 2011 Special Meeting agenda. Ms. Sarraino thanked the District for its support and welcome to the WESD family. Ms. Sarraino introduced Ms. Bev Harvey, Palo Verde community member. Ms. Harvey thanked Ms. Sarraino for her efforts and presented her with homemade brownies to show the community's appreciation.

**\*C. Public Gift and Donation**

**UNANIMOUS**

Approved the public gifts and donations as presented.

1. National Foundation for Women Legislators (NFWL) donated 100 backpacks in conjunction with Office Depot with an approximate value of \$800.00 to be used for the benefit of students at Arroyo Elementary School.

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

**UNANIMOUS**

Approved the out-of-state travel as presented.

1. Sandra Dyke, Instructional Coach, submitted a request to attend the Robert B. Griffith Music Educators Award Presentation at University of Louisville, September 9-September 12, 2011, in Louisville, Kentucky, at no cost to the District.
2. Howard C. Kropp, Director of Purchasing, submitted a request to attend the National School Supply and Equipment Association, School Equipment Show, November 29-December 2, 2011, in San Antonio, Texas, at no cost to the District.

**\*E. Acceptance of the Walmart Grants in the Amount of \$2,500.00, the Media in Education Grant in the Amount of \$3,300.00, the Arizona Department of Education Grants in the Amount of \$1,713,336.00, the City of Phoenix Neighborhood Block Watch Grants in the Amount of \$29,078.00, the Target Corporation Grant in the Amount of \$9,996.00, the National School Supply and Equipment Association Grant in the Amount of \$1,000.00, and the BHHS Legacy Foundation Grant in the Amount of \$75,875.00**

**UNANIMOUS**

A motion was made by Mr. Maza that the Governing Board approve the acceptance of the Walmart Grants in the Amount of \$2,500.00, the Media in Education Grant in the Amount of \$3,300.00, the Arizona Department of Education Grants in the Amount of \$1,713,336.00, the City of Phoenix Neighborhood Block Watch Grants in the Amount of \$29,078.00, the Target Corporation Grant in the Amount of \$9,996.00, the National School Supply and Equipment Association Grant in the Amount of \$1,000.00, and the BHHS Legacy Foundation Grant in the Amount of \$75,875.00 and authorize the Superintendent to execute all necessary documents. The motion was seconded by Mr. Adams. The motion carried.

**\*F. Award of Contract – Bid No. 11.001, Warehouse, School and Office Supplies**

**UNANIMOUS**

**\*G. Award of Contract – Bid No. 11.009, Non-Vehicular Glass Replacement**

**UNANIMOUS**

**\*H. Award of Contract – Bid No. 11.010, Instructional Aids and Supplies**

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

**UNANIMOUS**

August 25, 2011

- \*J. Annual Intergovernmental Cooperative Purchase Agreements with the Greater Phoenix Purchasing Consortium for Schools (GPPCS), Strategic Alliance for Volume Expenditures (SAVE) and The Cooperative Purchasing Network (TCPN)** **UNANIMOUS**
- \*K. Extension and Renewal of Annual Contracts for Specified Goods and Services** **UNANIMOUS**
- \*L. Intergovernmental Agreement with the City of Phoenix Parks and Recreation** **UNANIMOUS**
- \*M. Intergovernmental Agreement with the Superior Court of Arizona in Maricopa County, Juvenile Probation Department** **UNANIMOUS**
- \*N. Agreement with Public Consulting Group, Inc. (PCG)** **UNANIMOUS**
- \*O. Amendment/Continuation of Maricopa County Tobacco Use Prevention Program Contract for Fiscal Year 2011-2012** **UNANIMOUS**
- \*P. 2011-2012 Qualified Evaluators** **UNANIMOUS**

## **IX. ACTION / DISCUSSION ITEMS**

- A. First Reading of Proposed Board Policy JICK – Student Violence/Harassment/Intimidation/Bullying** **UNANIMOUS**

Dr. Cook advised the Board that the Legislature had passed a law addressing bullying, harassment and intimidation. The Governing Board was presented with a First Reading of a proposed Board Policy that was proposed by ASBA with specific requirements in order to be compliant with the new law.

Ms. Graziano offered a few grammatical corrections to Dr. Cook and asked her and Mr. Shumway to review them for the Second Reading. Mr. Maza asked Ms. Graziano if the offered changes were entirely grammatical or were the changes to the content. Ms. Graziano stated that the changes were only grammatical.

Mrs. Lambert asked if the Dating Abuse Policy currently under consideration and presented at the June 23, 2011 Board meeting would be a part of this Policy. Dr. Cook advised that an update will be provided to the Board after the Planning and Steering Council meets and considers the issue.

A motion was made by Mrs. Lambert that the Governing Board approve the First Reading of Proposed Board Policy JICK – Student Violence/Harassment/Intimidation/Bullying with the grammatical corrections offered by Ms. Graziano. The motion was seconded by Ms. Graziano. The motion carried.

## **X. INFORMATION / DISCUSSION ITEM**

- A. Capital and Bond Implementation Plan Update**

Dr. Cook introduced Mr. Jeff Cook and Mr. Paul Hartley from the H2 Group and Vispi Karanjia and Roxana Morales of Orcutt Winslow Partnership, who presented a Capital and Bond Implementation Plan update.

Mr. Cook and Mr. Hartley reviewed projects completed during the Summer and proposed projects for the Fall. Mr. Cook advised that several projects were completed below budget, therefore, more projects were able to be added at additional sites.

August 25, 2011

Mr. Karanjia and Ms. Morales presented an update on the Lookout Mountain rebuild project, e.g., design phase programming, schematic design, and design development. Conceptual renderings and animation of the Lookout Mountain project were provided.

Mrs. Lambert had the following questions/comments:

- Are all of the buildings at Lookout Mountain going to be new? Dr. Cook advised that the project is a complete rebuild with all new buildings.
- Is the library a single level building? Ms. Morales stated that it is one level.
- Will there be an elevator in the two story classroom building? Ms. Morales replied that there will be one elevator and three staircases.
- Mrs. Lambert stated she was pleased that the architects consulted with students. Mr. Karanjia advised that they tried to incorporate student suggestions into the plans.
- Mrs. Lambert was pleased that several of the bond projects were under budget and more projects were able to be added.

Mr. Adams asked if energy saving methods were going to be used at the new Lookout Mountain site. Mr. Karanjia responded that they are not going to pursue LEED certification due to the high cost factor. However, they are following sustainable principles for the buildings, e.g., recycled steel, recycled carpet, high efficiency HVAC units, and low flow water fixtures, etc.

Ms. Graziano had the following questions/comments:

- Asked if Lookout Mountain's classrooms would be open to the outside or have internal walkways. Mr. Karanjia replied that the classroom building is a single building with an interior corridor. Students would not have to leave the building to go from one classroom to another, however, would have to go outside to go to the cafeteria or library.
- What materials are going to be used for the sidewalk covering and will they need to be replaced or are they permanent? Mr. Karanjia responded that it will be a metal canopy that will need to be repainted after normal wear and tear.
- Is the Lookout Mountain project a new design or is it similar to any campuses that could be viewed now? Mr. Karanjia stated that the Lookout Mountain project was based on school and community needs and is a new design. There are similar projects in the area and Mr. Karanjia offered to make arrangements for anyone interested in seeing the other campuses.
- Asked if all schools have signs posted where bond dollars are at work on projects. Mr. Hartley replied that large signs are posted at schools with major projects and smaller signs are posted at schools with minor projects. Ms. Graziano suggested that the signs have a project check list for each school site so that taxpayers can see that their tax money was being used wisely.
- Ms. Graziano thanked the H2 Group for their efforts for the projects completed this Summer. Mr. Cook stated that all 32 schools had some work done at their site this Summer, e.g., bond projects or hail damage repairs.

Mrs. Lambert asked how the school would operate during the Lookout Mountain rebuild. Mr. Karanjia responded that the new buildings would be built on the playing fields. Upon completion of the new buildings, the old buildings would be torn down and the parking lot and new playing fields will be constructed.

Mrs. Lambert asked if the new playing fields would be the same size as the old ones. Mr. Karanjia stated that the new playing fields would be approximately the same size.

Board members thanked the presenters for the informative update.

August 25, 2011

## **B. Growing Arroyo Committee Update**

Dr. Cook advised the Board that a committee was formed in January 2011 for the purpose of increasing student enrollment at Arroyo Elementary School. Dr. Cook introduced Sandy Mendez Benson, parent; Phil Liles, Arroyo Principal; and Sue Snyder, Director of Organizational Development, who was the chair/facilitator at the committee meetings.

Ms. Snyder thanked committee members for their hard work and introduced committee members in attendance. Ms. Snyder advised the Board that the committee researched methods, techniques and/or programs that could be implemented as a means of increasing student enrollment.

The Growing Arroyo committee conducted research on the following strategies to increase student enrollment:

- Enhancing the school's culture and climate by focusing on areas such as customer service, communication, and parent and community involvement;
- Expanding the school's grade configuration from K-6 to K-8;
- Implementing a special program to attract new students and retain current students.

The committee members acknowledged the collective value of all the above strategies. They supported transitioning to K-8, and narrowed the myriad of magnet school options to one that involved STEM (science, technology, engineering, math).

Sandy Mendez Benson, a WESD parent, proposed a program for Arroyo in which students would learn fundamental business principles and entrepreneurial concepts in a hands-on environment with real-world applications. The Arroyo INC (Integrating New Century Skills) program would give students the opportunity to work with community business leaders to develop a product and a plan for marketing it. The committee reached full consensus to further pursue the proposal by surveying Arroyo parents during Back-to-School Night.

Mr. Adams had the following comments:

- Thanked the committee for their due diligence and creativity.
- Suggested that they might want to research the DECA model used by high schools.
- Suggested researching other districts to see what they are doing to retain students and increase enrollment.
- Asked if it was possible to research what Charter schools are doing to draw students.

Ms. Graziano had the following questions/comments:

- Thanked the committee members for their hard work.
- Asked if the Arroyo staff supports the committee's work. Mr. Liles, reported that he sends Growing Arroyo Committee updates to the staff and his impression is that the staff is in full support of the committee's work.
- Suggested looking at the Junior Achievement model. Ms. Mendez Benson stated that they researched Junior Achievement and are looking at their model for curriculum.
- Asked if Board members will receive parent survey results. Mr. Liles reported that he has received surveys from at least 50% of every grade level. Results will be compiled and presented to the Board in September 2011.

- Regarding expanding to K-8, is there data substantiating that parents/students left Arroyo because there were not 7<sup>th</sup> and 8<sup>th</sup> grade classes offered. 6<sup>th</sup> grade teacher and committee member, Mr. Greg Grantham, reported that he had called parents who left Arroyo, but still lived within WESD's boundaries. Mr. Grantham stated that the majority of the parents left because they wanted to have their children attend a K-8 school.
- Encouraged Arroyo to promote the new programs to families who live outside of the District's boundaries.
- Will there be a student count limit for participation in the Arroyo INC program to accommodate 7<sup>th</sup> and 8<sup>th</sup> grade students if that option is implemented? Mr. Liles stated that the subcommittee will be meeting to finalize details for the Arroyo INC program and make a recommendation. The plan is to have the Arroyo INC program phased in over a three year period, starting with a pilot program in the after-school classes. In the second year, they plan to introduce the K-8 model and look at ways to incorporate the new Arroyo INC program into the regular curriculum.

Mr. Jahneke had the following comments:

- Thanked the committee for their time and efforts.
- Suggested researching possible grant opportunities with the City of Phoenix.
- Stated that the Arroyo INC program has a lot of potential and if it is successful, there could be a possibility of incorporating the program into the District's curriculum.

Mrs. Lambert had the following questions/comments:

- Very pleased with the committee's work and liked the phase-in plan.
- Looking forward to watching the Arroyo INC program unfold and participation of the business community.
- Are there plans to limit grade level participation for the Arroyo INC program? Mr. Liles stated that he would eventually like to see the program offered to all grade levels, starting with Kindergarten.
- Asked if Arroyo was basically a walking school. Mr. Liles reported that the only buses are for Special Ed students. Mrs. Lambert stated that would eliminate extra transportation expenses for the after-school pilot program. Mr. Liles said that they are researching how to offer the program to Special Ed students.

Mr. Liles commended the Growing Arroyo Committee members for their hard work. He stated that they had difficult conversations as they worked through the process. Mr. Liles thanked Ms. Mendez Benson for her contributions and for her creative, out-of-the-box thinking.

Mr. Maza was appreciative of the committee's work and options presented. He commented that the most certain action that will fail is to do nothing.

Dr. Cook thanked Sue Snyder, Phil Liles, Sandy Mendez Benson, and all of the Arroyo staff for the many hours they spent on this project. Dr. Cook stated she was very proud of all of their work in finding a possible solution for declining enrollment.

The committee will present a recommendation to the Governing Board during September 2011.

#### **C. Report Regarding Arizona School Boards Association's 2011 Summer Leadership Institute**

Mr. Adams and Ms. Graziano thanked Board members for allowing them to attend ASBA's Summer Leadership Institute. They reviewed the presentations/sessions that they found to be very interesting and informative.

August 25, 2011

**XI. FUTURE AGENDA ITEMS**

Ms. Graziano requested that the Superintendent's Evaluation be updated.

**XII. GOVERNING BOARD AND SUPERINTENDENT ACKNOWLEDGMENTS**

Dr. Cook advised Board members that they were provided with a bag from the Summer Professional Learning Academy where the theme was "Keys to Success". Board members were also given an insulated cup from Invest in Education, chaired by Sandy Mendez Benson.

Ms. Graziano acknowledged the return of the school staffs, but especially acknowledged kindergarten teachers for their efforts.

Mr. Adams acknowledged Mrs. Terry Kidd, Assistant to the Superintendent, for her assistance with scheduling his school visits.

Mr. Maza acknowledged Dr. Steve Murosky and his staff for their efforts in obtaining the grants that were accepted on the Consent Agenda.

**XIII. ADJOURNMENT**

A motion was made by Mr. Adams to adjourn the Regular Meeting at 8:43 p.m. The motion **UNANIMOUS** was seconded by Mr. Jahneke. The motion carried.

**SIGNING OF DOCUMENTS**

Documents were signed as tendered by the Governing Board Secretary

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

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
DATE

August 25, 2011

**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:	September 8, 2011		
AGENDA ITEM:	<u>*Approval/Ratification of Vouchers</u>		
INITIATED BY:	<u>Elizabeth Martinez, Accounting Manager</u>	SUBMITTED BY:	<u>David Velazquez, Director of Finance</u>
PRESENTER AT GOVERNING BOARD MEETING:	<u>Cathy Thompson, Director of Business Services</u>		
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:	<u>BBA, DK and A.R.S. §15-321</u>		

**SUPPORTING DATA**

Funding Source: Various  
Budgeted: Yes

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

**APPROVE/RATIFY FY 10/11 EXPENSE VOUCHERS** (warrants for services and materials, payroll expense):

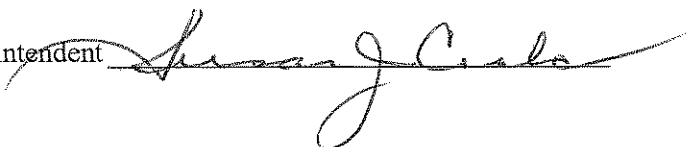
08/18/11	55,868.20
08/25/11	<u>10,749.67</u>
<b>Totals:</b>	<b><u>66,617.87</u></b>

**APPROVE/RATIFY FY11/12 PAYROLL VOUCHERS** (warrants for services and materials, payroll expense):

08/26/11	2,755,867.03
<b>Totals:</b>	<b><u>2,755,867.03</u></b>

**SUMMARY AND RECOMMENDATION**

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

Superintendent 

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

Agenda Item \*II.A.

**\*Approval/Ratification of Vouchers**

**September 8, 2011**

**Page 2**

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

08/17/11	4,817,536.61
08/24/11	2,292,146.72
08/26/11	<u>9,291.48</u>
<b>Totals:</b>	<b><u>7,118,974.81</u></b>

**WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6**

TO: Governing Board           X           Action  
 FROM: Dr. Susan J. Cook, Superintendent                            Discussion  
 DATE: September 8, 2011                            Information  
 AGENDA ITEM: \*Personnel Items                            1st Reading

---

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

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

---

**SUPPORTING DATA**

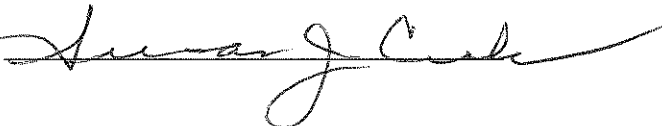
Funding Source: Various  
 Budgeted: Yes

The attached personnel actions are presented for approval.

**SUMMARY AND RECOMMENDATION**

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

Superintendent



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

Agenda Item \*II.B.

**PERSONNEL ACTION RECOMMENDED**

**September 8, 2011**

**I. RESIGNATIONS, RETIREMENTS, EXCESSES, AND LEAVES OF ABSENCE**

**A. ADMINISTRATIVE**

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

**B. CERTIFIED**

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

**C. FULL-TIME CLASSIFIED**

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Arnett	Jeffrey	Mechanic II	Transportation	Resignation	7	8/23/2011
Mesquita	Haley	Speech/Lang. Assistant	Special Services	Resignation	1 mo.	5/25/2011
Myhand	Tami	NBA Assistant	Cholla	Termination	8	5/25/2011

**D. PART-TIME CLASSIFIED**

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Campise	Nancy	Paraprofessional	Sunset	Resignation	1	9/2/2011
Chatter	Cassandra	Bus Driver	Transportation	Termination	1 mo.	8/24/2011
Cruz Alvarado	Brenda	Special Ed. Assistant	Sweetwater	Resignation	1	5/25/2011
Fernandez	Shawn	Paraprofessional	Ironwood	Resignation	1	5/25/2011
Hefke	Melissa	Paraprofessional	Arroyo	Resignation	1	5/25/2011
Hugger	Jason	Crossing Guard	Sunnyslope	Resignation	1	5/25/2011
Lowy	Kim	Special Ed. Assistant	Lookout Mountain	Resignation	2	8/19/2011
Luciow	Breann	Special Ed. Assistant	Washington	Termination	1	5/25/2011
Manjarrez	Suzanna	Nutrition Service Clerk	Roadrunner	Termination	3 mo.	5/25/2011
Melnik	Mariya	Paraprofessional	Moon Mountain	Resignation	6	9/9/2011
Taylor	Christina	Crossing Guard	Palo Verde	Resignation	1	8/23/2011
Wutz	Rigo	Bus Assistant	Transportation	Resignation	1	8/16/2011

**II. EMPLOYMENT**

**A. ADMINISTRATIVE**

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

**B. CERTIFIED**

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

Callahan	Shauna	Teacher-Computer	E Royal Palm 8/25/2011
----------	--------	------------------	------------------------

**C. FULL-TIME CLASSIFIED**

LAST NAME	FIRST	POSITION	(E)XISTING OR LOCATION (N)EW
Aguilar	Michael	Night Custodian	E Desert Foothills
Fimbres	Joanne	Budget Manager	E Finance
Meehan	William	Orientation/Mobility Specialist	E Special Services
Schroeder	Harold	Plumbing Supervisor	E Maintenance
Young	Tracie	Health Technician	E Cactus Wren

# PERSONNEL ACTION RECOMMENDED

September 8, 2011

## D. PART-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
Alvarez-Castro	Irma	Nutrition Service Helper	E	Maryland
Angle	Denise	Bus Driver	E	Transportation
Austin	Kristin	Headstart Instructor	E	John Jacobs
Bailey	Claudette	Kidspace Site Coordinator	E	Moon Mountain
Bennett	Talia	Bus Assistant	E	Transportation
Bogdanova	Anna	Kidspace Assistant	E	Sunburst/Cactus Wren
Bonilla	Maria	Monitor	E	Ocotillo
Boone	Melissa	Bus Driver	E	Transportation
Bradford	Evelyn	Paraprofessional	E	Palo Verde
Buckland	Amanda	Nutrition Service Helper	E	Shaw Butte
Chavarria	Jazmin	Bus Assistant	E	Transportation
Clarke	April	Monitor	E	Acacia
Clayborn	Robert	Bus Driver	E	Transportation
Dixon	Jacqueline	Paraprofessional	E	John Jacobs
Drake	Gina	Nutrition Service Helper	E	Nutrition Services
Falise	Carol	Nutrition Service Helper	E	Desert Foothills
Favela	Emma	Paraprofessional	E	John Jacobs
Gleash	Tara	Kidspace Site Coordinator	E	Orangewood
Gomez-Rosas	Maria	Monitor	E	Ocotillo
Hampton	Tarico	Crossing Guard	E	Chaparral
Hansbrough	Raynesha	Nutrition Service Helper	E	Maryland
Haremza	Janae	Nutrition Service Helper	E	Nutrition Services
Henderson	Melissa	Bus Driver	E	Transportation
Herrera	Blanca	Crossing Guard	E	Shaw Butte
Jex	Kaitlan	Kidspace Assistant	E	Lookout Mountain
Jimenez	Brenda	Nutrition Service Helper	E	Acacia
Johnson	Mariel	Kidspace Assistant	E	Tumbleweed/Alta Vista
Keller	Spencer	Kidspace Assistant	E	Chaparral
Koeplin	Sandra	Personal Care Provider	E	Desert View
Ledford	Jessica	Crossing Guard	E	Royal Palm
Long	Brad	Crossing Guard	E	Arroyo
Lopez	Nikki	Nutrition Service Helper	E	Orangewood
Lyons	Tiffany	Bus Assistant	E	Transportation
Mason	Dana	Paraprofessional	E	Shaw Butte
McCullough	Amber	Paraprofessional	E	Acacia
McDermott	Taylor	Crossing Guard	E	Sunnyslope
McGuirk	Tarin	Special Ed. Assistant	E	Manzanita
McMillen	Jessica	Nutrition Service Helper	E	Mountain Sky
McRoberts	Elizabeth	Crossing Guard/Monitor	E	Lookout Mountain
Minnis	Rachael	Personal Care Provider	E	Moon Mountain
Mitchell	Nancy	Suspension Monitor	E	Desert Foothills
Montane	Ruben	Crossing Guard	E	John Jacobs
Montgomery	Rhonda	Special Ed. Assistant	E	Sweetwater
Monzingo	Karen	Paraprofessional	E	Shaw Butte
Moore	Christina	Special Ed. Assistant	E	John Jacobs
Moran	Kenneth	Crossing Guard	E	Abraham Lincoln
Munster	Justin	Bus Driver	E	Transportation
Myers	Rhonda	Bus Driver	E	Transportation
O'Dell	Paul	Bus Driver	E	Transportation
Ohlwiler-Fabian	Paula	Monitor	E	Acacia
O'Steen	Mary	Paraprofessional	E	Ocotillo
Paschal	Mariah	Special Ed. Assistant	E	Sweetwater
Peachey	Tim	Bus Driver	E	Transportation

# PERSONNEL ACTION RECOMMENDED

September 8, 2011

## D. PART-TIME CLASSIFIED (continued)

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
Phillips	Veronica	Kidspace Assistant	E	John Jacobs
Richardson	Lori	Paraprofessional	E	Arroyo
Shiban	Amanda	Paraprofessional	E	Mountain View
Spacht	Tanaya	Bus Assistant	E	Transportation
Spencer	Candice	Bus Assistant	E	Transportation
Stanbury	Julie	Special Ed. Assistant	E	Manzanita
Strayer	Josh	Bus Driver	E	Transportation
Sunderlin	Meagan	Bus Driver	E	Transportation
Tatum	Jessica	Speech/Lang Assistant	E	Special Services
Thal	Caleb	Kidspace Assistant	E	Lookout Mountain
Thomas	Benny	Bus Driver	E	Transportation
Thompson	Justin	NBA Assistant	E	Cholla
Trennepohl	Marla	Bus Driver	E	Transportation
Trevino	Jessica	Crossing Guard/Monitor	E	Acacia
Tsosie	Verna	Crossing Guard/Monitor	E	Moon Mountain
Turner	Harry	Bus Driver	E	Transportation
Tyree	Patrick	Bus Driver	E	Transportation
Valentin	Aurora	Special Ed. Assistant	E	Sweetwater
Van Leer	Rebecca	Paraprofessional	E	Ocotillo
Villa	Reyna	Crossing Guard	E	Sunnyslope
Walley	Jolene	Paraprofessional	E	Maryland
Webb	Tamara	Kidspace Assistant	E	Ironwood
Williams	Andrea	Kidspace Site Coordinator	E	Lookout Mountain

# WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board           X           Action  
 FROM: Dr. Susan J. Cook, Superintendent                            Discussion  
 DATE: September 8, 2011                            Information  
 AGENDA ITEM: \*Public Gifts and Donations (The Value of Donated Items is Determined by the Donor)                            1st Reading  
 INITIATED BY: Dr. Susan J. Cook, Superintendent SUBMITTED BY: Dr. Susan J. Cook, Superintendent  
 PRESENTER AT GOVERNING BOARD MEETING: Dr. Susan J. Cook, Superintendent  
 GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA and A.R.S. §15-341

## SUPPORTING DATA

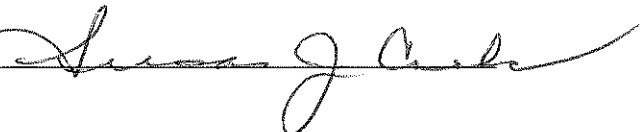
Funding Source: Donations  
 Budgeted: N/A

1. Gardner's Book Service donated books with a value of \$1,660.12 to be used by Book Pals Performing Artist in Literacy in Schools of the Screen Actors Guild Foundation for the benefit of students in the Washington Elementary School District.
2. Pureheart Christian Fellowship donated school supplies with an approximate value of \$3,000.00 for the benefit of students at Acacia Elementary School, Arroyo Elementary School, Cactus Wren Elementary School, Chaparral Elementary School, Cholla Middle School, Mountain View School, Palo Verde Middle School, Richard E. Miller Elementary School, Sahuaro Elementary School, and Sunburst Elementary School.
3. Rodel Charitable Foundation donated a check in the amount of \$4,650.00 to be used for the MAC-Ro Math Program kick-off assemblies and student incentives for the benefit of participating students at Desert View, Mountain View, Shaw Butte, and Sunnyslope Schools.

## SUMMARY AND RECOMMENDATION

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

Superintendent



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

Agenda Item \*II.C.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: September 8, 2011 Information  
AGENDA ITEM: \*Out-of-County/State Field Trip 1st Reading  
INITIATED BY: School and Department as Presented SUBMITTED BY: Administrative Services, Curriculum, Accounting and Purchasing Departments  
PRESENTER AT GOVERNING BOARD MEETING: Field Trip Sponsor  
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. Matthew Weaver, Royal Palm Middle School, has submitted an out-of-county/state field trip request to AstroCamp, Idyllwild, CA, November 16-18, 2011, for 7<sup>th</sup> grade students at a cost of \$15,623.50.

**SUMMARY AND RECOMMENDATION**

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

Superintendent 

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

Agenda Item \*II.D.

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

Date of Governing Board Agenda Item: 9/8/2011

School: Royal Palm	Departure Date: 11/16/2011	Return Date: 11/18/2011
Destination of Field Trip: AstroCamp Idlewyle, California		
# of Student Participants: 55	Grade Level(s): 7th grade	# of Chaperones (1:8): 7
Cell Phone Number of Person Attending Trip: 419-307-7500	# of Additional Chaperones Needed (Over 1:8): 0	
Person Requesting Trip/Contact at Board: Matt Weaver	# of Additional Adults - paying their own way: 0	
Meeting:		

### Summary of Event/Purpose:

Astrocamp is an Astronomy-themed camp that provides students with hands-on, in-depth experiences in various related fields such as engineering, aeronautics, planetary research, physics and chemistry.

### Educational Use:

PO 1. Explain the phases of the Moon in terms of the relative positions of the Earth, Sun, and Moon.

Astrocamp Activates:

- Evening Activities: Astro Jeopardy
- Planetarium

PO 5. Identify the following major constellations visible (seasonally) from the Northern Hemisphere:

Astrocamp Activates:

- Evening Activities: Interstellar Auction
- Evening Activities: Astro Jeopardy
- Planetarium
- Telescope Viewing

PO 6. Explain the relationship among common objects in the solar system, galaxy, and the universe.

Astrocamp Activates:

- Evening Activities: Messier Madness
- Evening Activities: Mission to Mars
- Light & Lasers
- Planetarium
- Solar Studies
- Space Rocks!: Planets
- Space Rocks!: Micrometeorites
- Telescope Viewing
- Expedition Valles Marineris

PO 1. Formulate questions based on observations that lead to the development of a hypothesis.

Astrocamp Activates:

- Atmosphere and Gases
- Space Exploration: Cosmic Lander
- Space Rocks!: Planets

PO 2. Select appropriate resources for background information related to a question, for use in the design of a controlled investigation.

Astrocamp Activates:

- Rocketry
- Atmosphere and Gases
- Space Exploration: Cosmic Lander
- Space Rocks!: Planets

PO 3. Explain the role of a hypothesis in a scientific inquiry.

Astrocamp Activates:

- Rocketry
- Atmosphere and Gases
- Space Exploration: Cosmic Lander
- Space Rocks!: Planets

### **Educational Use (cont.):**

PO 1. Demonstrate safe behavior and appropriate procedures (e.g., use and care of technology, materials, organisms) in all science inquiry.

Astrocamp Activities:

- Atmosphere and Gases
- Space Exploration: Cosmic Lander

PO 2. Design an investigation to test individual variables using scientific processes.

Astrocamp Activities:

- Rocketry
- Atmosphere and Gases
- Space Exploration: Cosmic Lander

PO 3. Conduct a controlled investigation, utilizing multiple trials, to test a hypothesis using scientific processes.

Astrocamp Activities:

- Rocketry
- Atmosphere and Gases
- Space Exploration: Cosmic Lander

PO 4. Perform measurements using appropriate scientific tools (e.g., balances, microscopes, probes, micrometers).

Astrocamp Activities:

- Rocketry
- Atmosphere and Gases
- Space Exploration: Cosmic Lander
- Space Exploration: Remote Sensing
- Space Rocks!: Micrometeorites
- Evening Activities: Telescope Viewing

PO 5. Keep a record of observations, notes, sketches, questions, and ideas using tools such as written and/or computer logs.

Astrocamp Activities:

- Rocketry
- Evening Activities: Messier Madness
- Evening Activities: Mission to Mars
- Atmosphere and Gases
- Space Exploration: Cosmic Lander

PO 1. Analyze data obtained in a scientific investigation to identify trends.

Astrocamp Activities:

- Rocketry
- Atmosphere and Gases
- Space Exploration: Cosmic Lander

PO 2. Form a logical argument about a correlation between variables or sequence of events (e.g., construct a cause-and-effect chain that explains a sequence of events).

Astrocamp Activities:

- Rocketry
- Atmosphere and Gases
- Space Exploration: Cosmic Lander

PO 3. Analyze results of data collection in order to accept or reject the hypothesis.

Astrocamp Activities:

- Rocketry
- Atmosphere and Gases
- Space Exploration: Cosmic Lander

PO 4. Determine validity and reliability of results of an investigation.

Astrocamp Activities:

- Rocketry
- Evening Activities: Messier Madness
- Atmosphere and Gases
- Space Exploration: Cosmic Lander

PO 5. Formulate a conclusion based on data analysis.

Astrocamp Activities:

- Rocketry
- Evening Activities: Messier Madness
- Atmosphere and Gases
- Space Exploration: Cosmic Lander

**Educational Use (cont.):**

PO 6. Refine hypotheses based on results from investigations.

Astrocamp Activities:

- Rocketry
- Evening Activities: Messier Madness
- Atmosphere and Gases
- Space Exploration: Cosmic Lander

PO 7. Formulate new questions based on the results of a previous investigation.

Astrocamp Activities:

- Rocketry
- Evening Activities: Messier Madness
- Atmosphere and Gases
- Space Exploration: Cosmic Lander

PO 2. Display data collected from a controlled investigation.

Astrocamp Activities:

- Rocketry
- Evening Activities: Messier Madness
- Evening Activities: Mission to Mars
- Space Exploration: Cosmic Lander

PO 3. Communicate the results of an investigation with appropriate use of qualitative and quantitative information.

Astrocamp Activities:

- Rocketry
- Evening Activities: Messier Madness
- Evening Activities: Mission to Mars
- Space Exploration: Cosmic Lander

PO 5. Communicate the results and conclusion of the investigation.

Astrocamp Activities:

- Rocketry
- Evening Activities: Messier Madness
- Evening Activities: Mission to Mars
- Space Exploration: Cosmic Lander

PO 2. Describe how a major milestone in science or technology has revolutionized the thinking of the time (e.g., global positioning system, telescopes, seismographs, photography).

Astrocamp Activities:

- Rocketry
- Space Exploration: Cosmic Lander
- Space Exploration: Remote Sensing

PO 3. Analyze the impact of a major scientific development occurring within the past decade.

Astrocamp Activities:

- Space Exploration: Cosmic Lander
- Space Exploration: Remote Sensing

PO 4. Analyze the use of technology in science-related careers.

Astrocamp Activities:

- Expedition Valles Marineris
- Space Exploration: Cosmic Lander
- Space Exploration: Remote Sensing

PO 1. Describe how science is an ongoing process that changes in response to new information and discoveries.

Astrocamp Activities:

- Expedition Valles Marineris
- Light & Lasers
- Space Exploration: Remote Sensing

PO 2. Describe how scientific knowledge is subject to change as new information and/or technology challenges prevailing theories.

Astrocamp Activities:

- Expedition Valles Marineris
- Light & Lasers
- Space Exploration: Remote Sensing

**Itinerary:**

Date	Departure Site	Departure Time	Arrival Site	Arrival Time	Mode of Transportation	Phone Number for Hotel / Event Location
11/16/2011	Phoenix, AZ	4:00 AM	Blythe, CA	7:30 AM	Charter Bus	419-307-7500
11/16/2011	Blythe, CA	8:00 AM	Idlewyle, California	11:00 AM	Charter Bus	951-659-6062
11/18/2011	Idlewyle, California	12:00 PM	Blythe, CA	3:30 PM	Charter Bus	419-307-7500
11/18/2011	Blythe, CA	4:00 PM	Phoenix, AZ	7:41 PM	Charter Bus	419-307-7500

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

Overnight Chaperone Plan Attached: Yes

Principal Signature:

Lenny Hoover

8/26/2011

### 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:

Tax Credit donations (of \$400 and \$200) monies will be collected and used as the general pool to fund the whole trip

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? No

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

All students in the Royal Palm 7th Grade Magnet Core Knowledge Program are eligible for this trip.

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

Students not attending this trip will maintain regular schedule with substitutes providing coverage for all teachers attending. Matt Weaver

#### 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.)
Matt Weaver	Certified	Yes	Yes
Wendy Olmut	Certified	Yes	Yes
Dan McKeever	Certified	Yes	Yes
Tameri Bayus	Certified	No	Yes
TBA	Parent	No	Yes
TBA	Parent	No	Yes
TBA	Parent	No	Yes

Academic Services Signature:

Natalie McWhorter

8/31/2011

Administrative Services Signature:

Lyn Bailey

9/1/2011

## 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: Yes	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: No																
<b>\$ 14,858.50 Travel Agent Quote</b> <b>\$ 0.00 Travel Insurance (optional)</b> <b>\$ 765.00 Substitute      Funding Source: Trip Funded</b>  <b>\$ 0.00 Food:</b> <b>\$ 0.00 Other:</b> <b>\$ 15,623.50 Total Cost of Trip</b>	<table style="width: 100%; border: none;"> <tr><td style="width: 10px;">\$</td><td><b>Lodging</b></td></tr> <tr><td>\$</td><td><b>Food</b></td></tr> <tr><td>\$</td><td><b>Transportation:</b></td></tr> <tr><td>\$</td><td><b>Registration/Entry Fees</b></td></tr> <tr><td>\$</td><td><b>Travel Insurance (optional)</b></td></tr> <tr><td>\$</td><td><b>Other</b></td></tr> <tr><td>\$</td><td><b>Substitute</b></td></tr> <tr><td>\$</td><td><b>Total Cost of Trip</b></td></tr> </table>	\$	<b>Lodging</b>	\$	<b>Food</b>	\$	<b>Transportation:</b>	\$	<b>Registration/Entry Fees</b>	\$	<b>Travel Insurance (optional)</b>	\$	<b>Other</b>	\$	<b>Substitute</b>	\$	<b>Total Cost of Trip</b>
\$	<b>Lodging</b>																
\$	<b>Food</b>																
\$	<b>Transportation:</b>																
\$	<b>Registration/Entry Fees</b>																
\$	<b>Travel Insurance (optional)</b>																
\$	<b>Other</b>																
\$	<b>Substitute</b>																
\$	<b>Total Cost of Trip</b>																
<b>Totals are estimates only, based on number of anticipated students/adults and are subject to change.</b>																	

**55    # Students Participating**

**# of Chaperones: 7**

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

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

**TOTAL PER STUDENT COST: \$284.06**

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

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

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

**X - PTA/PTO**

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

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

<b>Finance Signature</b> This expenditure was reviewed for compliance with designated and/or qualifying funding sources.	<b>Elizabeth Martinez</b>	<b>9/1/2011</b>
---	---------------------------	-----------------

<b>Purchasing Signature</b> This expenditure was reviewed for compliance with applicable procurement laws and regulations.	<b>Howard Kropp</b>	<b>9/1/2011</b>
---	---------------------	-----------------

From: SUNDANCE/TZELL TRAVEL GROUP (AGENTID00246227) [mailto:emailserver@pop3.amadeus.net]  
Sent: Wednesday, August 31, 2011 11:36 AM  
To: MIKIM@SUNDANCETVL.COM  
Subject: ROYAL/PALM 17NOV TOUR LOS ANGELES CA

## ROYAL/PALM 16 NOV TOUR LOS ANGELES CA

SUNDANCE/TZELL TRAVEL GROUP  
215 NORTH 40TH ST.  
PHOENIX, AZ 85034

TELEPHONE: 602 275-2400  
FAX : 602 267-8095

WASHINGTON ELEMENTARY SCHOOL DISTRICT  
4650 W SWEETWATER  
GLENDALE AZ 85304

INVOICE 00000EMAIL  
DATE 31AUGUST11  
BOOKING REF ZXOOEJ  
AGENT MM/MM

ROYAL PALM MIDDLE SCHOOL  
8520 N 19TH AVE  
PHOENIX AZ 85021

ACCOUNT NUMBER WASHINGD

TOUR 16 NOV LOS ANGELES CA - INTL  
18 NOV SUNDANCE MEETINGS & INCENTIVES  
MATT WEAVER GROUP TO ASTROCAMP  
TOTAL \$14858.50  
BASED ON 55 STUDENTS / 7 CHAPERONES PER CINDY HAWK

-----  
TOTAL FOR GROUP (55 STUDENTS/7CHAPERONES) 14858.50

OTHER CHARGES PAYMENT: CHECK  
-----

ROYAL/PALM

\*\*\*\*\*  
PRICE BREAKDOWN:  
58 PASSENGER COACH AND DRIVER ACCOM \$2450.00  
DRIVER GRATUITY \$4.00 PER PERSON X 62 \$248.00  
ASTROCAMP: \$195/PER STUDENT AND EXTRA 2 EXTRA CHAPERONES  
5 HALF PRICE CHAPERONES \$97.50 \$11602.50  
AGENCY TRANSACTION FEE: \$9.00 PER PERSON \$558.00  
TOTAL: \$14858.50  
\*\*\*\*\*

## OVERNIGHT CHAPERONE PLAN

**School:** Royal Palm Middle School

**Dates of Trip:** 11/16/11-11/18/11

**Destination:** Astrocamp (Idyllwild, CA)

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

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

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

Students will be assigned to a dormitory in groups of four. Adult chaperones have separate rooms (one room on each floor if numbers so dictate). Adults rooms are located nearest to the exits. Dormitories are separated by gender with appropriate chaperone rooms in each wing/floor.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: September 8, 2011 Information  
AGENDA ITEM: \*Agreement with Austin Centers for Exceptional Students (ACES) for Behavior Coaches 1st Reading

INITIATED BY: Audrey Alexander, Director of Transportation; Craig Carter, Director of Special Services  
SUBMITTED BY: Cathy Thompson, Director of Business Services

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

**SUPPORTING DATA**

Funding Source: M&O  
Budgeted: Yes

The purpose of this agreement is to help foster a safe environment and manage student behaviors on Washington Elementary School District (WESD) buses daily. In previous years, the District provided bus assistants to assist the drivers on buses transporting students to the Austin Centers for Exceptional Students (ACES) school. These assistants had limited training in the strategies to deal with students with extreme behavioral challenges and this made it difficult to always diffuse situations. In the 2011 school year, the District began an alternative program that assigned trained behavioral coaches from the ACES school on the bus in the afternoons to monitor behavior and it proved successful. The District would like to continue this program for the current school year.

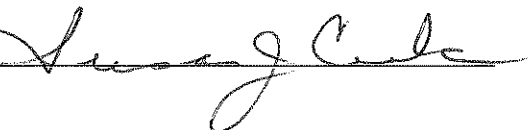
Each ACES staff member who will be riding a bus is employed at the ACES during the instructional day and is thoroughly trained to handle difficult behaviors exhibited by students. Each ACES staff member is trained in "Crisis Prevention and Intervention", a nationally recognized therapeutic program designed to reduce inappropriate student behaviors and avoid conflict, as well as Positive Behavioral Supports. Many times the staff member riding the bus also works with the same students during their academic day and knows the students and their families well; therefore, students recognize that any issues on the bus will be dealt with immediately. This level of consistency and communication contributes to better student behavior during transport.

Currently it is estimated that there is a need for coaches on three buses for two hours per day at a cost of \$25.00 per hour. The initial estimated cost for the school year is \$27,000.00. Adjustments may be made throughout the year based on length of routes or number of students attending this school and the cost could increase.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the agreement with Austin Centers for Exceptional Students (ACES) to provide behavioral coaches on Washington Elementary School District (WESD) buses as needed for the 2011-2012 school year in an amount not to exceed \$40,000.00.

Superintendent



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

Agenda Item \*I.I.E.

**THE AUSTIN CENTERS FOR EXCEPTIONAL STUDENTS  
(THE ACES)  
AGREEMENT 2011-12 SCHOOL YEAR**

This agreement is entered into by The Austin Centers for Exceptional Students, Inc. (The ACES) and the Washington Elementary School District, herein after referred to as the "parties," for the purpose of The ACES providing Behavior Coaches to ride on district buses in an effort to help foster a safe environment and manage student behaviors for the above-named school district for the 2011-12 school year and 2012 Extended School Year (ESY).

**Cost of Services:**

The cost will be \$25.00 per hour for a predetermined number of hours. The amount of hours will be based upon the amount of time the route has taken previously. Adjustments will be made by The ACES as needed throughout the year if The ACES deems it necessary to make an adjustment due to changes in the duration of the route. For the Washington Elementary School District, it is anticipated that there will be three routes requiring Behavior Coaches. At this time, the numbers are based on staff riding on the PM routes ONLY and being returned to the ACES upon completion of the route. We anticipate the time required to be as follows:

Three routes at two hours, resulting in a total daily charge of **\$150.00**.

If there is a time when a staff member is unable to perform his duty and a replacement is unable to be found, the district will not be charged for that day. The ACES is not responsible for last-minute cancellations although we will make every effort to find a replacement.

**Cancellation of Services:**

Either party may cancel this agreement with 60 days written notice.

\_\_\_\_\_  
Signature  
Washington Elementary School District

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Frances J. Austin, President  
Ready to Roll and The ACES

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board           X           Action  
 FROM: Dr. Susan J. Cook, Superintendent                            Discussion  
                           Information  
                           1st Reading  
 DATE: September 8, 2011  
 AGENDA ITEM: \*Declaration of Curricular and Instructional Alignment to the Arizona Academic Standards  
 INITIATED BY: Natalie McWhorter, Director of Curriculum SUBMITTED BY: Natalie McWhorter, Director of Curriculum  
 PRESENTER AT GOVERNING BOARD MEETING: Natalie McWhorter, Director of Curriculum  
 GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

## SUPPORTING DATA

Funding Source: N/A  
 Budgeted: N/A

The Arizona Department of Education (ADE) requires all public schools to annually submit a Declaration of Curricular and Instructional Alignment to the Arizona Academic Standards adopted by the State Board of Education (SBE) in reading, writing, mathematics, science and social studies. The timeline set by ADE for implementing the articulated standards is as follows:

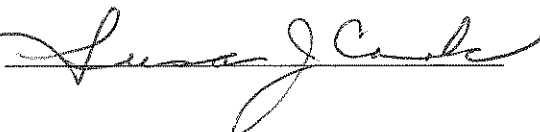
Standard	Year Adopted	Inclusion in Declaration
Articulated Reading	2003	2004-2005
Articulated Writing	2004	2005-2006
Articulated Science	2004	2005-2006
Articulated Social Studies	2005	2007-2008
Articulated Mathematics	2008	2009-2010

Washington Elementary School District curricular documents for mathematics, reading, writing, science, and social studies are fully aligned with the Arizona Academic Standards and were revised per the established timeline. All teachers have been in-serviced on the instruction of these standards as reflected in the WESD Program Guides. WESD is in the process of transitioning to the 2010 Mathematics and English Language Arts (ELA) standards with a focus on implementation in kindergarten and first grades for Mathematics, and kindergarten through eighth grades for implementation of the English Language Arts Standards.

## SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the submission of the Declaration of Curricular and Instructional Alignment to the Arizona Academic Standards in mathematics, reading, writing, science, and social studies to the Arizona Department of Education and authorize the Governing Board President and Superintendent to execute the documents.

Superintendent



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

Agenda Item \*II.F.

**\*Declaration of Curricular and Instructional Alignment to the Arizona Academic Standards**

**September 8, 2011**

**Page 2**

The rearticulated Reading Program Guide was brought to the Board for adoption August 28, 2003. At the August 13, 2004 Governing Board meeting the revised Writing Program Guides was adopted. The revised Science Program Guide was adopted August 24, 2005. The WESD Social Studies Program Guide was adopted by the Governing Board August 9, 2007. The revision work to the Mathematics Curriculum Program Guide took place during the 2008-2009 school year, and the new standards were implemented in August of 2009. Following a year of implementation and revision, the current Mathematics Program Guide was adopted by the Governing Board on September 9, 2010.

The declarations for the Governing Board President and Superintendent's signature are attached. The documents will be submitted to ADE through ALEAT, a web-based application for the submission of documents, self-assessments, and LEA (Local Education Agency) plans.



State of Arizona  
Department of Education

**John Huppenthal**  
Superintendent of  
Public Instruction

**DECLARATION OF CURRICULAR & INSTRUCTIONAL ALIGNMENT  
TO THE ARIZONA ACADEMIC STANDARDS**

All public schools (including charter schools) must submit annually to the Arizona Department of Education (ADE) a Declaration of Curricular and Instructional Alignment to the Arizona Academic Standards for language arts (Reading Standard Articulated by Grade Level 2003 and Writing Standard Articulated by Grade Level 2004), mathematics (2008 Mathematics Standard Articulated by Grade Level), science (Science Standard Articulated by Grade Level 2004) and social studies (Social Studies Standard Articulated by Grade Level 2005) referred to in this document collectively as the "Standards". The Declaration requires affirmations from the governing board, superintendent, and principal (or equivalent charter school officials), regarding the alignment of curriculum and the evaluation of instruction to the Standards.

*Please Note:*

*All public schools, including charter schools, are to begin the process of transitioning to the 2010 Math and ELA standards with a focus on implementation at the kindergarten level.*

**Governing Board**

The Governing Board of the \_\_\_\_\_ School District /Charter affirms that it has adopted a curriculum that is aligned with the Arizona Academic Standards and adopted an evaluation system that assesses whether teachers are integrating the Standards in to their instructional practices. These policies are in effect for the 2011-2012 school year.

The deadline for submitting the Governing Board Declaration is **October 15, 2011**. The Declaration may be submitted at anytime prior to the deadline.

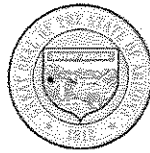
My signature below affirms the foregoing is accurate and complete:

\_\_\_\_\_  
Name (print or type) Title

\_\_\_\_\_  
Signature Date

This Declaration is to be submitted to the Arizona Department of Education by October 15, 2011. Please submit this Governing Board Declaration and the Superintendent/Charter Administrator Declaration at the same time. **Submit by uploading this signed document into the ALEAT Filing Cabinet.**

Arizona Department of Education  
Standards, Curriculum and Instruction Division  
Kathryn Hrabluk, Associate Superintendent



State of Arizona  
Department of Education

**John Huppenthal**  
Superintendent of  
Public Instruction

**DECLARATION OF CURRICULAR & INSTRUCTIONAL ALIGNMENT  
TO THE ARIZONA ACADEMIC STANDARDS**

All public schools (including charter schools) must submit annually to the Arizona Department of Education (ADE) a Declaration of Curricular and Instructional Alignment to the Arizona Academic Standards for language arts (Reading Standard Articulated by Grade Level 2003 and Writing Standard Articulated by Grade Level 2004), mathematics (2008 Mathematics Standard Articulated by Grade Level), science (Science Standard Articulated by Grade Level 2004), and social studies (Social Studies Standard Articulated by Grade Level 2005) referred to in this document collectively as the "Standards". The Declaration requires affirmations from the governing board, superintendent, and principal (or equivalent charter school officials), regarding the alignment of curriculum and the evaluation of instruction to the Standards.

*Please Note:*

*All public schools, including charter schools, are to begin the process of transitioning to the 2010 Math and ELA standards with a focus on implementation at the kindergarten level.*

**Superintendent/Charter Administrator**

In my capacity as superintendent/charter administrator of the \_\_\_\_\_ School District/Charter, I affirm that:

1. The Governing Board of \_\_\_\_\_ School District/Charter has adopted a curriculum that is aligned with the Arizona Academic Standards and adopted an evaluation system that assesses whether teachers are integrating the Standards in to their instructional practices. These policies are in effect for the 2011-2012 school year.
2. The District/Charter administration of the \_\_\_\_\_ School District/Charter is implementing these policies by:
  - a. providing instructional materials aligned to the Standards.
  - b. providing (or arranging for others to provide) opportunities for teachers and principals to receive training related to the Standards.
  - c. administering the District/Charter's system of teacher evaluation to confirm that teachers are integrating the Standards in to their instructional practices.
  - d. *for non-unified school districts:* collaborating on a curriculum alignment agreement between all corresponding feeders and receiving districts.

The deadline for submitting the Superintendent/Charter Administrator Declaration is **October 15, 2011**. The Declaration may be submitted at anytime prior to the deadline.

My signature below affirms the foregoing is accurate and complete:

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

This Declaration is to be submitted to the Arizona Department of Education by October 15, 2011. Please submit this Superintendent/Charter Administrator Declaration and the Governing Board Declaration at the same time. **Submit by uploading this signed document into the ALEAT Filing Cabinet.**

Arizona Department of Education  
Standards, Curriculum and Instruction Division  
Kathryn Hrabluk, Associate Superintendent

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board   X   Action  
  X   Discussion  
FROM: Dr. Susan J. Cook, Superintendent            Information  
           1st Reading  
DATE: September 8, 2011  
AGENDA ITEM: Option and Easement Agreement with Cricket Communications, Inc.  
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

Cricket Communications, Inc. has proposed that the District enter into the attached Option and Easement Agreement for the purpose of constructing and maintaining telecommunications antennas on an existing monopole utilized by the WESD Management Information Services department on the 8610 North 19<sup>th</sup> Avenue site. Cricket representatives have worked with District staff to determine the appropriate location and design for the antennas and the building to house necessary equipment – as well as a method of compensation that will create an opportunity to address some small capital needs for the District. The terms of the Option and Easement Agreement are summarized as follows:

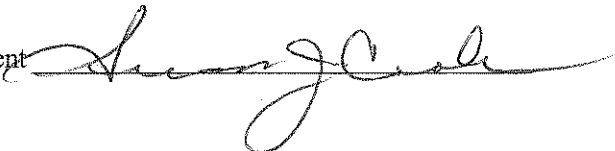
- **Option** – Six (6) month term in order to exercise the option. Option consideration - \$1,500.00.
- **Easement Term**
  - o Initial Term – Five (5) years from the date of the exercise of the Option.
  - o Subsequent Terms – Four (4) additional terms of the five (5) years each unless Cricket Communications gives the District notice of intent to non-renew not less than 90 days prior to the expiration of any term. The District may terminate the easement at any time following the completion of the 15<sup>th</sup> year upon 90 days notice to Cricket Communications.
- **Easement Consideration** - \$900.00 per month fee, adjustable by an increase of three percent in year two and each year thereafter. The Easement fee shall be abated at the rate of \$900.00 per month for the first year to offset the upfront payment of \$10,800.00 that Cricket Communications will make to the District to be used for immediate needs.

This agreement has been reviewed by District Legal Counsel.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the Option and Easement Agreement with Cricket Communications, Inc. for a telecommunications facility at 8610 North 19<sup>th</sup> Avenue and authorize the Superintendent to execute all necessary documents.

Superintendent



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

Agenda Item III.A.

**OPTION AND EASEMENT AGREEMENT**  
**(For Telecommunications Facility at 8610 N. 19<sup>th</sup> Avenue between Royal Palm Middle School and Richard E. Miller Elementary)**

THIS OPTION AND EASEMENT AGREEMENT (the "Agreement") is made effective as of October 1, 2011, ("Effective Date"), by and between WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6 of Maricopa County, Arizona, a political subdivision of the State of Arizona ("Grantor"), and Cricket Communications, Inc., a Delaware corporation ("Grantee").

**RECITALS**

Grantor is the owner of certain real property located in Maricopa County, Arizona. Grantee wishes to acquire an option for an easement on and across a portion of Grantor's property, including rights-of-way and access easements for the construction, installation, operation, maintenance and repair of a telecommunications facility and related services. Grantor is willing to grant the option for an easement to Grantee upon the terms and conditions set forth in this Agreement.

**OPTION**

- A. Grant of Option; Option Consideration. Grantor, for and in consideration of one thousand five-hundred dollars (\$1,500.00), the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to Grantee, its successors and assigns, an option (the "Option") to exercise the easement described in section 1.1 of the Easement Agreement.
- B. Option Period; Exercise of Option. The term of the Option (the "Option Period") shall commence as of the Effective Date, which is the date when the Governing Board of Grantor formally approves this Agreement, and end as of the date six (6) months thereafter. Grantee may, in its sole discretion, extend the Option Period by six (6) additional months by providing Grantor with written notice prior to the expiration of the original Option Period and by simultaneously paying Grantor the sum of one thousand five-hundred dollars (\$1,500.00). Grantee may exercise the Option at any time during the Option Period by delivering written notice thereof to Grantor. Upon Grantee's exercise of the Option, Section A through D of this Option shall merge into an easement agreement subject to the terms and conditions set forth in Sections 1 through 18 of this Agreement (the "Easement"). Such notice shall specify the date upon which the Easement Term (as defined below) shall commence (the "Easement Commencement Date"), which shall occur no later than thirty (30) days following the date of Grantee's exercise notice (the "Exercise Date"). In the event that Grantee has not exercised the Option on or before the expiration of the Option Period, this Agreement shall terminate and the parties shall be relieved of any further obligations hereunder, except for those that, by their terms, survive the termination of this Agreement.
- C. Due Diligence. At any time during the Option Period, Grantee, its employees, agents and contractors shall have the right to enter upon the Grantor's Property to investigate the Site and all matters relevant to the physical condition thereof and the suitability of the Site for the

Permitted Uses (as defined below). Such right shall include, without limitation, the right to inspect, examine, sample and conduct all engineering or environmental tests or studies of the Site, to review the condition of title to Grantor's Property and the Site, and to apply for and obtain all licenses and permits required for the Permitted Uses from all applicable governmental or regulatory entities. Grantor shall reasonably cooperate with Grantee, but at no expense to Grantor, in Grantee's efforts to obtain such approvals. All such investigations shall be conducted at Grantee's sole expense. Grantee shall not be liable to Grantor or any third party on account of any pre-existing defect or condition on or with respect to the Site, whether or not such defect or condition is disclosed by Grantee's inspection. Grantee shall be liable for any damage, loss or destruction to the Site as a result of conducting any investigations in accordance with this Section; provided, however, Grantee's mere discovery of an adverse condition on the Site shall not, in and of itself, trigger Grantee's obligations herein, except to the extent Grantee's employees, agents or contractors worsen the adverse condition.

## **EASEMENT AGREEMENT**

The following provisions of this Easement Agreement shall become enforceable only upon the Exercise Date:

### **1. GRANT OF EASEMENT.**

1.1 **Location.** Upon Grantee's exercise of the Option, Grantor grants to Grantee, and Grantee accepts, an easement (the "Easement"), the legal description of which is set forth in Exhibit "A" attached hereto, on and across property owned by Grantor which is the site of 8610 N. 19<sup>th</sup> Avenue between Royal Palm Middle School and Richard E. Miller Elementary School, Phoenix, Arizona (the "Site") located in Maricopa County, to be used by Grantee for the purposes set forth in Section 2 hereof and as shown on the Site Plan attached hereto as Exhibit "B" (the "Site Plan") and as described in Exhibit "C" attached hereto.

1.2 **Utility Easements.** Grantor agrees, to the extent permitted by law, to execute any additional easement documents, in a form and substance reasonably acceptable to Grantor, as may be reasonably required by any and all utility companies in connection with Grantee's use of the Easement, in the locations such utility easements are generally depicted on the Site Plan. All utilities installed in the Easement shall be below ground.

1.3 **Non-exclusive Rights.** Grantor covenants that Grantee, upon paying the consideration and performing the covenants by it herein made, shall and may peacefully and quietly have, hold and enjoy the Easement; provided, however, that Grantee's rights hereunder are non-exclusive, and Grantor may enter into leases or grant easements on the Site for telecommunications facility use or otherwise, so long as such other usage does not interfere with Grantee's signal or other permitted use of the Easement as described herein, with no reduction or return of the consideration or obligations of Grantee hereunder. Grantor agrees to give Grantee thirty (30) days prior notice of a proposed new use of the Site by any third party, and to provide relevant information about the proposed new use so that Grantee can determine, in Grantee's reasonable discretion, if any harmful interference to Grantee's use of the Easement will result from the proposed new use. Grantee must object to such new use within such 30-day period or

Grantee shall be estopped from objecting to such new use. Nothing in this Section 1.3 shall restrict Grantor's use of the Site for any educational purposes.

1.4 **Grantor's Access.** Grantee shall have the non-exclusive right to use the Easement. All locks and keys for any enclosure, building, equipment or other Improvements (as defined in Section 7.1 of this Agreement) installed by Grantee on the Easement shall be furnished and installed by Grantee. Grantee shall give Grantor a set of keys to all locks prior to the installation of the locks or any changes of the locks. Grantor shall keep all keys to the locks at the administrative office at the Site. Grantor shall not have the keys or access to any equipment cabinets on the Easement. Other than this limitation, Grantor shall have the right to enter upon or in the Easement and Improvements at any time and for any purpose. Grantor will take all reasonable action to prevent access to the Easement and Improvements by unauthorized persons. Except for an emergency, Grantor shall give 24 hours advance notice of its intention to enter upon the Easement so that a representative of Grantee can accompany the representative of Grantor. If advance notice cannot be given because of an emergency, Grantor shall give notice to Grantee of an entry within 24 hours after such entry. Grantor shall be liable to Grantee for any damage caused to the Improvements by Grantor during an entry by Grantor.

1.5 **Parking Space.** The Easement shall include the non-exclusive right to use one (1) motor vehicle unreserved parking space in the Site's parking lot, in such parking area as grantor may reasonably designate.

## 2. **USES OF EASEMENT.**

2.1 **Permitted Uses.** Grantee shall use the Easement solely for the purpose of transmitting and receiving radio communications signals and of constructing, installing, operating, maintaining and repairing a telecommunications facility and uses incidental thereto. The foregoing right of Grantee to use the various parts of the Easement shall include, without limitation, the specific purposes described in Exhibit "C" attached hereto. Grantee shall fence off and lock all improvements constructed within the Easement.

2.2 **Hazardous Substances.** Grantee shall not keep, store, sell or dispose of on or about the Easement or the Site, materials which are in any way explosive or are hazardous, dangerous or toxic materials, wastes or substances under any federal, state or local environmental, health or safety law, ordinance, code, statute, rule or regulation (collectively, "Hazardous Waste Laws"). No person shall erect any engine, motor or other machinery on the Site, or use any gas, electricity, inflammable liquid or charcoal therein, without the prior written approval of Grantor, which shall not be unreasonably delayed or withheld, but shall take into account that the Easement is located at a Site. Grantor hereby consents to such use by Grantee of electrical transformers (that do not contain PCBs) and equipment as are customary and usual for a telecommunications facility. Grantor hereby further consents to Grantee's use of a temporary portable gasoline or diesel fuel powered backup generator on the Easement in case of an emergency for a period not to exceed ten (10) days at any one time or thirty (30) days during any calendar year. Grantee, its employees, agents, invitees and contractors shall strictly comply with any and all environmental, safety, or health laws, rules or regulations, including, but not limited to, those pertaining to Hazardous Materials (as defined in Section 8 herein) in connection with Grantee's use of the Easement and Improvements. During the Term of this Agreement, Grantee shall notify Grantor within forty-eight (48) hours after Grantee, its employees, agents, invitees or

contractors cause any substantial oil or fuel spillage or other release of Hazardous Materials on or near the Easement.

2.3 **Suitability of Use.** Grantee hereby accepts the Easement "as is" (in the condition existing as of the Effective Date), subject to all applicable zoning, municipal, county and state laws and ordinances governing the use of the Easement and any covenants or restrictions of record and accepts this Agreement subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Grantee acknowledges that neither Grantor nor Grantor's agents have made any representations or warranties as to the present or future suitability of the Easement for the conduct of Grantee's business. Grantee also represents and warrants to Grantor that Grantee has, or by the Easement Commencement Date, will have, made such investigations and taken such due diligence as Grantee deems appropriate to evaluate the suitability and lawfulness of the use of the Easement for the Grantee's purposes. Grantee hereby acknowledges that the Easement is in a good and safe condition except for latent defects and that Grantee will maintain the Easement in such condition.

2.4 **School Activities.** All activities of Grantee, its contractors, agents and employees shall be done in a manner and at times so as to not interfere with the educational and recreational activities at the Site.

2.5 **Interference.** Grantee will resolve technical interference problems with other equipment located at the Easement from the Easement Commencement Date or any equipment that becomes attached to the Easement at any future date when Grantee desires to add additional equipment to the Easement. Likewise, Grantor will use commercially reasonable efforts to not permit the installation of any future equipment which results in technical interference problems with Grantee's then existing equipment, it being understood by Grantee that this limitation applies only to communication equipment and not any other equipment. However, Grantee will reasonably cooperate with Grantor and any existing or prospective grantee of Grantor or any other occupant of the property of which the Easement is a part in an effort to resolve any technical interference problems to allow for the installation of any future equipment by Grantor or any grantee or occupant. Grantee will use the Easement and non-exclusive right in such a manner so as to not unreasonably interfere with the use of the property of which the Easement is a part by Grantor, its grantees, or their employees, customers, suppliers or other invitees, and the use will not adversely impact traffic circulation. Grantee will reasonably cooperate with Grantor or any existing or prospective grantee of Grantor in an effort to resolve any technical interference problems to allow for the installation of any future equipment by Grantor or any existing or prospective grantee.

3. **TERM.** The term of this Easement Agreement ("Term") shall be for five (5) years (the "Initial Easement Term") from the date of the exercise of the Option ("Easement Commencement Date"), subject to earlier termination as provided in Section 11.2. This Agreement shall be automatically renewed for four (4) additional terms of five (5) years (each a "Renewal Easement Term") each unless Grantee gives Grantor notice of Grantee's intention not to renew not less than ninety (90) days prior to the expiration of the Initial Easement Term or any Renewal Easement Term.

4. **CONSIDERATION.**

4.1 **Fee.** Except as provided in Paragraph 4.2 below, in consideration of Grantor's grant of the Easement hereunder, Grantee will pay to Grantor Nine Hundred Dollars (\$900.00) each month ("Fee Payment") as Rent, beginning on the Easement Commencement Date. Said Rent shall be payable in advance to Grantor by the fifth day of each calendar month. Grantee will pay, as additional rent, any increase in real property taxes levied against the Easement that is directly attributable to Grantee's improvements on the Easement upon Grantor furnishing proof of such increase to Grantee. Rent payments will be mailed to:

Washington Elementary School District  
Finance/Accounting Department  
4650 W. Sweetwater  
Glendale, Arizona 85304-1505

4.2 **Up Front Payment.** Upon the Easement Commencement Date, Grantee will pay to Grantor the sum of \$10,800.00, equal to the total of the monthly Fee Payments for the first year of the Initial Easement Term. The monthly Fee Payment as defined in paragraph 4.1 of this Agreement, shall be abated in the amount of Nine Hundred Dollars (\$900.00) per month during the first year of the Initial Easement Term.

4.3 **Net Payments.** Grantor shall receive all payments provided for hereunder free and clear of any and all deductions, setoffs, impositions, taxes, liens, charges or expenses of any nature whatsoever. Grantee shall pay all taxes and other similar impositions imposed on any payments made by Grantee (other than income taxes) under this Agreement.

4.4 **Delinquent Interest.** All late payments due to Grantor from Grantee shall bear interest at the rate of one and one-half percent (1.5%) per month from the date due until payment is received by Grantor.

4.5 **Fee Adjustments.** In year two (2) of the Initial Easement Term, and each year thereafter, including any Renewal Easement Terms exercised, the annual Fee Payment shall increase by three percent (3%) over the Fee Payment paid during the previous year.

5. **UTILITIES AND TAXES.** All utilities utilized by Grantee in connection with the Easement shall be separately metered solely in Grantee's name. Grantee shall be directly responsible for, and shall pay when due, all charges for utilities utilized by Grantee. Grantee shall pay when due any real estate taxes imposed upon Grantor attributable to real property improvements or personal property installed by Grantee on Grantor's property.

6. **LICENSES AND PERMITS.** Prior to installation of any improvements within the Easement, Grantee shall obtain all certificates, licenses, permits and other consents and approvals that may be required by any federal, state or local authorities for the use of the Easement and the conduct of its business. Grantor shall reasonably cooperate with Grantee, but at no expense to Grantor, in Grantee's efforts to obtain such approvals. Grantee shall provide Grantor with copies of all certificates, licenses, permits and other consents and approvals prior to installation of the improvements.

## 7. CONSTRUCTION AND MAINTENANCE.

7.1 **Installation of Improvements.** Grantee may construct, install and equip improvements (the "Improvements") to establish a telecommunications facility on the Easement and as shown on the Site Plan, attached hereto as Exhibit "B," and as specifically recited in the description of Improvements, attached hereto as Exhibit "D." All Improvements shall be at Grantee's expense. Grantee shall have the right to alter, replace, expand, enhance and upgrade the Improvements at any time during the term of this Easement with equipment that is of similar or smaller size shape or number, upon prior written notice to Grantor. For other alterations, including an increase in the height of the Improvements or the substitution of substantially larger equipment, Grantor must approve such alterations, with such approval not to be unreasonably withheld, conditioned or delayed. Upon the expiration or termination of this Agreement, for breach or otherwise, all real property Improvements (which shall not include telecommunications equipment and accessories) shall (at Grantor's option pursuant to Section 11.4 hereof) either be removed as part of the restoration of Grantor's property, or they shall be owned by Grantor free and clear, and surrendered with the Easement.

7.2 **Maintenance and Repairs.** Grantee shall maintain the Improvements and all equipment installed by Grantee pursuant to this Agreement so as to be safe, clean, in good repair, and have a neat appearance. No equipment or tools shall be stored outside of enclosed or screened areas within the Easement. All faulty or damaged equipment shall be removed from the Easement. Only equipment used at the Easement may be located on the Easement. Grantee shall be responsible for all maintenance and repairs of the Improvements and the equipment installed by Grantee, at Grantee's sole expense.

7.3 **Grantor's Approval.** All Improvements, modifications, repairs and maintenance shall be constructed, placed and made in a first-class workmanlike manner, in accordance with plans, specifications and schedules reviewed and approved in advance and in writing by Grantor, and shall be coordinated with Grantor and conducted so as not to create an unsafe or dangerous condition, or unduly interfere with the conduct of any other activities at the Site. Grantor's approval of plans, specifications and schedules shall not be unreasonably delayed or withheld. Grantor agrees that Grantee's use of electrical equipment, a monopole, antennas and related telecommunications equipment customarily used by Grantee does not in itself constitute "an unsafe or dangerous condition" that would give Grantor a right to withhold approval under the terms of this paragraph.

7.4 **Construction Liens.** Any worker, material or mechanic's lien filed against Grantor's property, the Site and/or the land upon which the Site is located, for work claimed to have been done for, or materials claimed to have been furnished to Grantee, shall be discharged by Grantee by bond or otherwise, within thirty (30) days after the filing thereof, at Grantee's sole cost and expense.

7.5 **Personal Property.** Grantee shall make proper arrangements for receiving, handling, storage and installation of its equipment and other personal property. Grantor shall not be liable for any loss, damage or injury to properties of any kind that are shipped or otherwise delivered to the Site or stored in or on the Easement property. Grantor shall assume no responsibility for losses suffered by Grantee, or its agents, employees or invitees, which are occasioned by theft or the disappearance of equipment or other personal property

except those caused by the gross negligence and willful misconduct of Grantor, its agents or employees.

7.6 **Grantee's Failure.** In the event Grantee fails to comply with any terms and conditions of this Agreement and such failure continues for fifteen (15) days after written notice from Grantor, then Grantor may cure such failure on behalf of Grantee (in addition to having all other rights under this Agreement) and Grantee shall reimburse Grantor for all reasonable costs and expenses incurred by Grantor with interest at one and one-half percent (1.5%) per month from the date incurred until payment is received by Grantor.

7.7 **Exculpation.** Grantor shall not be liable to Grantee, and Grantee hereby waives any claim in connection with, or against any other persons whatsoever, for any damage occasioned by plumbing, gas, water, steam, sprinkler or other pipe or sewer system, or by the bursting, running, leaking of any tank, water stand, closet, waste or other pipes on Grantor's property or at the Site, or for any damage occasioned by water being upon or coming through the roof. Grantor shall not be liable for, and Grantee hereby waives any claim in connection with, any failure to furnish, or any interruption of water, gas, electricity, hot or cold air, or sewer system, caused by fire, theft, vandalism, accident, riots, strikes, wars, labor disputes, equipment breakdown, or other casualties, including acts of God, to all or any part of the Easement or the Improvements, or the making of any repairs or improvements for causes beyond the control of Grantor. Grantee recognizes that certain additions, replacements and repairs to the Site may be made from time to time or at the direction of Grantor, and agrees that such shall not entitle Grantee to any modification of the terms of this Agreement, or alter the obligations of Grantee hereunder; provided, however, that such additions, replacements or repairs to the Site, when completed, shall not materially interfere with Grantee's signal or other permitted use of the Easement as described herein.

8. **INDEMNIFICATION.** The following provisions of this Section 8 shall survive the expiration or termination of this Agreement, but only for those claims arising out of activities or incidents which occurred while this Agreement was in effect:

8.1 **Environmental Matters.** Grantee shall be solely responsible for and shall defend, indemnify and hold Grantor, and its Trustees, officers, employees and agents, harmless from and against any and all direct claims, costs and liabilities, including attorneys' fees and costs, arising out of or in connection with removal, cleanup or restoration of the Easement or the Site associated with Grantee's, or its contractor's agent's, employee's or licensee's introduction or use of Hazardous Materials (as defined below) on the Easement or the Site. To the extent permitted by the laws and regulations of the State of Arizona, Grantor shall be solely responsible for and shall defend, indemnify and hold Grantee, and its officers, employees and agents, harmless from and against all direct claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with removal, cleanup or restoration of the Easement or the Site with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced or used on the Easement or the Site by Grantee, or its contractors, agents, employees or licensees. "Hazardous Materials" for purposes of this Section 8.1 shall mean asbestos or any hazardous substance, waste or material as defined in any federal, state or local environmental or safety law or regulation including, without limitation, the Resource Conservation and Recovery Act of 1976, as amended, and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended. Grantee, at its

sole cost and expense, shall cause all Hazardous Materials introduced or used by Grantee, its contractors, agents, employees or licensees to be removed, remediated and cleaned up in accordance with all applicable Hazardous Waste Laws. Grantee shall provide written notice to Grantor prior to bringing any Hazardous Materials onto the Easement and upon receipt of any notice of violation of any Hazardous Waste Laws.

8.2 **General.** Except as provided in Section 8.1, as to Grantor, and its Trustees, agents, officers and employees, Grantee hereby waives claims for, and agrees to indemnify, defend and save each of them harmless from and against, any and all liability, loss, damage, fine, penalty, cost or expense, including, without limitation, defense costs and attorneys' fees, and claims for damages of any nature whatsoever, including, without limitation, causes of action, suits, demands or judgments in connection with bodily injury, death, personal injury, property damage, contractual liability or statutory or regulatory violation arising from or due to (i) any breach or default on the part of the Grantee in the performance of any covenant or agreement hereunder; (ii) any accident, injury to or death of any person, or damage to or loss of property, or any other thing occurring in, on or about the Site or upon adjoining sidewalks, streets or ways, growing out of, resulting from or arising out of the installation or use of the equipment and Improvements by Grantee, or the use and occupancy of the Easement by Grantee; (iii) any act or omission of Grantee or its officers, directors, partners, employees, agents, contractors, invitees or any person for whose conduct Grantee is legally responsible directly or indirectly; and (iv) any violation by Grantee of any laws affecting the Site or any part thereof or the ownership, occupancy or use thereof; provided, however, Grantee shall not be liable to Grantor to the extent such claims or damages arise from or are caused by the negligence or willful misconduct of Grantor, or its Trustees, officers, employees or agents.

## 9. **INSURANCE.**

9.1 **Liability Insurance.** Grantee shall procure and maintain during the Initial Easement Term and Renewal Easement Terms a commercial general liability policy with limits of \$2,000,000 in the aggregate, with a certificate of insurance to be furnished to Grantor within thirty (30) days of written request. Such policy shall provide that cancellation or modification shall not occur without at least fifteen (15) days prior written notice to Grantor. Any rights of Grantor under such insurance shall not limit, in any manner whatsoever, any rights Grantor may have against Grantee under this Agreement. Grantee shall provide Grantor with Certificates of Insurance. If Grantee fails to maintain any required insurance, Grantor may purchase it on Grantee's behalf, and Grantee shall upon demand immediately reimburse Grantor for the cost thereof. Grantee shall be allowed to self-insure for the amounts and types of insurance required therein.

9.2 **Release of Claims.** Grantor and Grantee hereby mutually release and discharge each other from all claims, liabilities and rights of action arising from or caused by any hazard covered by insurance maintained by Grantee, or covered by insurance in connection with personal property on, or activities conducted on, the Easement, regardless of the cause of the damage or loss; provided, however, that such release and discharge applies only to the extent that the insured party is compensated for its losses, claims and damages from the proceeds of such insurance.

9.3 **Notice of Possible Claim.** Grantee shall immediately report to Grantor any possible injury, loss or damage or release or discharge of Hazardous Waste which may be covered by indemnification or either party's insurance.

10. **TRANSFER.**

10.1 **By Grantee.** Grantee may not lease, license, assign, mortgage or encumber any interest herein, without obtaining the prior written consent of Grantor which consent shall not be unreasonably withheld, conditioned or delayed, provided, however, that Grantee may lease, license, assign, mortgage or encumber an interest herein to an affiliate entity that is controlling, controlled by, or under common control with Grantee provided that Grantor is first given written notice of the assignment together with the Agreement and evidence that the assignee is in compliance with the insurance requirements of Section 9.1.

10.2 **By Grantor.** Grantor shall have the right to transfer its fee estate in the Site and assign its interests in this Agreement, in whole or in part, without limitation and without notice to or the consent of Grantee; provided, however, that any such transfer shall be subject to this Agreement. Upon any such conveyance, Grantor shall automatically be relieved of any obligations under this Agreement other than those obligations which accrued prior to the date of such conveyance. Grantor shall also have the right to mortgage, hypothecate or otherwise pledge its interest in the Site and this Agreement to the extent permissible by law.

10.3 **Subordination.** At Grantor's option, this Agreement shall be subordinate to any deed of trust or mortgage ("Mortgage") given by Grantor which from time to time may encumber all or part of the Easement; provided, however, every such Mortgage shall recognize the validity of this Agreement and Grantee's rights hereunder in the event of a foreclosure of Grantor's interest as long as Grantee is not in default hereunder. Grantee shall execute whatever instruments may reasonably be required to evidence this subordination clause.

10.4 **Co-location.** In the event Grantee desires to co-locate a CMRS Provider on the Easement, such CMRS Provider shall be required to obtain a separate easement or consent agreement from Grantor, depending on whether the CMRS Provider is located within or outside the Easement. The parties understand that: (i) Grantor may charge the CMRS Provider for such easement and/or consent agreement, at rates determined at Grantor's sole discretion; (ii) Grantor and Grantee shall reasonably cooperate to locate additional CMRS Providers on the Site; and (iii) Grantor may not charge an additional amount to Grantee for the placement of a CMRS Provider.

11. **TERMINATION.**

11.1 **Breach.** Grantor may terminate this Easement upon any breach hereof by Grantee which remains uncured for ten business (10) days, in the event of a monetary breach, thirty (30) days, in the event of a non-monetary breach, after Grantor has notified Grantee in writing of such default, unless, in the case of a non-monetary breach, cure of such breach shall be commenced and diligently pursued by Grantee within the thirty (30) day period and continued diligently until such cure is completed, but in no event to exceed a total cure period of ninety (90) days from the notice of default.

11.2 **Voluntary Termination by Grantor.** Beginning in year sixteen of this Agreement, this Agreement may be terminated by Grantor at any time for any reason upon issuance of (90) days written notice to Grantee.

11.3 **Voluntary Termination by Grantee.** Grantee shall have the right to terminate this Agreement at any time without cause, upon written notice to Grantor. Grantee shall not be entitled to a refund of any prepaid fees.

11.4 **Conflict of Interest.** Grantee acknowledges that Grantor has the statutory right for three (3) years under A.R.S. §38-511 to cancel this Agreement if, while this Agreement or any renewal is in effect, any person significantly involved in negotiating, drafting or securing this Agreement on behalf of Grantor is (i) an employee or agent of Grantee in any capacity, or (ii) a consultant to Grantee with respect to the subject matter of this Agreement.

11.5 **Restoration.** Upon the expiration or termination of this Agreement, for default or otherwise, Grantee shall: (i) within a reasonable period, not to exceed ninety (90) days, remove its electrical equipment and other personal property and fixtures used solely by Grantee and, further, any Improvement Grantor notifies Grantee in writing are to be removed and restore Grantor's real property and such Improvements as Grantor notifies Grantee in writing are to remain the property of Grantor, to their original condition, subject to reasonable wear and tear, and peaceably and quietly surrender Grantor's property to Grantor; and (ii) immediately provide Grantor with a recordable Quitclaim Deed releasing and terminating all of Grantee's rights and interests hereunder and under the recorded Memorandum of Easement.

11.6 **Continuing Obligations.** Upon the expiration or termination of this Agreement, for default or otherwise, (i) none of the money paid by Grantee to Grantor shall be refundable under any circumstances; and (ii) this Agreement shall terminate, and the parties shall have no further rights or obligations hereunder except that the obligations and rights of the parties regarding payments owed and indemnification for the period this Agreement was in effect, and the restoration of Grantor's property, shall survive.

12. **NOTICE.** Any notice required or permitted under the terms of this Agreement or otherwise will be deemed sufficiently given or served if in writing when received via hand delivery or three (3) days after being deposited for mailing by United States certified mail, return receipt requested, postage prepaid, addressed as follows (or to any other address that the party to be notified may have designated to the sender by like notice):

GRANTOR: Washington Elementary School District No. 6  
Attention: Superintendent  
4650 W. Sweetwater  
Glendale, Arizona 85304-1505  
(602) 347-2720 fax

GRANTEE: Cricket Communications, Inc.  
Attention: Property Management  
5887 Copley Drive  
San Diego, CA 92111

With a copy to:

Cricket Communications, Inc.  
Attention: Legal Department  
5887 Copley Drive  
San Diego, CA 92111

13. **CONTACT INFORMATION.**

13.1 **Billing or Payments.** Lease correspondence, including notices and questions concerning billing or payments will be directed to the following numbers:

Washington Elementary School District No. 6  
Finance/Accounting Department  
(602) 347-2615

Cricket Communications, Inc.  
ATTN: Accounts Payable  
5887 Copley Drive  
San Diego, CA 92111  
RE: PHX-724  
[APInvoiceHotline@cricketcommunications.com](mailto:APInvoiceHotline@cricketcommunications.com)

13.2 **Site Emergency.** In the event of an emergency at the site, a call will be directed to any of the following numbers:

[Grantee's emergency contact information]

14. **ATTORNEYS' FEES.** In the event that either party hereto shall institute suit to enforce any rights hereunder, the prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees, which award of attorneys' fees shall be made by the court and not by the jury or trier of fact. Upon appeal, the prevailing party shall be entitled to recovery of its court costs and reasonable attorneys' fees incurred as a result of such appeal.

15. **COVENANTS OF GRANTOR.** Grantor hereby represents and covenants to Grantee that Grantor is seized of good and sufficient title and interest in the property upon which the Easement is located, and has full authority to enter into and execute this Agreement. The performance of its obligations hereunder do not violate any provision of law, court order, or decree.

16. **COVENANTS OF GRANTEE.** Grantee hereby represents and covenants to Grantor as follows:

16.1 **Good Standing.** Grantee is in full compliance with its organizational documents, qualified to do business in Arizona and in good standing under Arizona law.

16.2 **Authorization.** The execution, delivery and performance of this Agreement has been duly authorized by Grantee.

16.3 **Compliance with Law.** Grantee will conduct its business in full compliance with all applicable laws, regulations and ordinances, and shall permit all requested inspections by appropriate governmental authorities. Grantee and its employees and agents will at all times have all insurance, licenses and permits legally required for the conduct of its business.

17. **GOVERNING LAW.** This Agreement and the performance hereof shall be governed, interpreted, construed and regulated by Arizona law. Any litigation relating to this Agreement shall be conducted in Maricopa County, Arizona, and Grantee hereby waives all questions of personal jurisdiction and consents to jurisdiction and venue in Maricopa County, Arizona for this purpose.

18. **INTERPRETATION.**

18.1 **Approval.** This Agreement shall not become effective until approved by the Governing Board of Grantor. Any approvals from Grantor required or permitted under the terms of this Agreement must be in writing and signed on behalf of Grantor by its Assistant Superintendent of Business and Support Services.

18.2 **Relationship of Parties.** The relationship of the parties hereto is solely that of grantor/grantee of an interest in real estate, and it is expressly understood and agreed that Grantor does not in any way nor for any purpose become a partner of Grantee or a joint venturer with Grantee in the conduct of Grantee's business or otherwise. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between Grantor and Grantee.

18.3 **Entire Agreement.** This Agreement, and the Exhibits attached hereto, each of which is hereby expressly incorporated herein by this reference, contain all of the agreements, promises and understandings between the parties with respect to the subjects hereof, and supersede all prior negotiations and agreements.

18.4 **Amendment.** This Agreement may be amended only by an instrument in writing signed by the parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute the waiver of any other or subsequent breach.

18.5 **Headings.** Paragraph headings are for convenience and shall not affect interpretation.

18.6 **Number and Gender.** The terms of this Agreement shall apply to whatever number or gender is appropriate to Grantee.

18.7 **Severability.** If any provision of this Agreement shall be declared invalid or unenforceable, that provision shall be deemed modified to the extent necessary to make it

valid and enforceable, or if it cannot be so modified, then severed, and the modified or remaining provisions shall remain in full force and effect.

18.8 **Successors.** This Agreement shall extend to and bind the permitted successors and assigns of the parties hereto.

18.9 **Counterparts.** This Agreement may be executed in counterparts, which together shall constitute a single instrument.

**IN WITNESS WHEREOF**, the parties have executed this Easement Agreement as of the date specified above.

**GRANTOR:**

WASHINGTON ELEMENTARY SCHOOL  
DISTRICT NO. 6

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

Its: \_\_\_\_\_

**GRANTEE:**

CRICKET COMMUNICATIONS, INC.

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

Its: \_\_\_\_\_

STATE OF ARIZONA       )  
  ) ss.  
County of Maricopa       )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of Washington Elementary School District No. 6 of Maricopa County, Arizona.

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

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

STATE OF \_\_\_\_\_ )  
  ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, who acknowledged himself/herself to the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_.

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

My Commission Expires:

\_\_\_\_\_

EXHIBIT "A"

EASEMENT LEGAL DESCRIPTION

(For Telecommunications Facility at 8610 N. 19<sup>th</sup> Avenue between Royal Palm Middle School and Richard E. Miller Elementary)

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

EXCEPT the South 495 feet, and

EXCEPT the West 400 feet, and

EXCEPT the East 578 feet of the North 400 feet of said South 1295 feet, and

EXCEPT the East 400 feet of the North 400 feet of the South 895 feet of said Southeast quarter of the Northeast quarter.

Approved

Grantor: \_\_\_\_\_

Grantee: \_\_\_\_\_

## SITE PLAN

[illegible]

Grantee: \_\_\_\_\_

## **EXHIBIT "C"**

### **PERMITTED USES OF EASEMENT**

**(For Telecommunications Facility at 8610 N. 19<sup>th</sup> Avenue between Royal Palm Middle School and Richard E. Miller Elementary)**

- (A) Grantee may use the following portions of the Easement only for the following purposes:
- (1) That portion of the Easement indicated as the Site Easement on the Site Plan.
    - (a) For the establishment, construction, installation, maintenance, improvement and repair of a mobile communications facility, including: transmission equipment; cellular, radio, link and other telecommunication antenna structures; wires, cables, conduits and pipes;
    - (b) For the operation of a personal communications service system facility, radio, link or other telecommunication equipment.
  - (2) Both the access part of the Easement and the site part of the Easement as indicated on the Site Plan may be used for the installation, maintenance, improvement and repair of underground coaxial cable, wires, cables, conduits and pipes, and for non-exclusive ingress and egress of pedestrian and vehicular traffic, including trucks.

## **EXHIBIT "D"**

### **IMPROVEMENTS**

**(For Telecommunications Facility at 8610 N. 19<sup>th</sup> Avenue between Royal Palm Middle School and Richard E. Miller Elementary)**

Grantee may construct, install, improve, maintain and repair the following at the locations shown on the Site Plan, and subject to Grantor's approval and the conditions set forth in the Agreement:

- (1) Lights on existing monopole, installed at Grantee's expense;
- (2) Fence with one or more gates to enclose the Improvements;
- (3) Cables, wires, cable supports, riders, conduits, pipes and chases from the ground equipment;
- (4) Cellular, radio, link or other telecommunication antennae array equipment, including supports located on the Real Property.

All work performed by Grantee or its contractors must be approved by a representative of Grantor's operations department. Any repairs to facilities damaged or altered by the installation, including covering of trenching, must be inspected and approved before such work is completed

Attachment Approved

Grantor: \_\_\_\_\_

Grantee: \_\_\_\_\_

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: September 8, 2011 Information  
AGENDA ITEM: Second Reading and Adoption of Proposed Board Policy JICK – Student Violence/  
Harassment/Intimidation/Bullying 1st Reading  
INITIATED BY: D. Rex Shumway, Legal Counsel SUBMITTED BY: D. Rex Shumway, Legal Counsel  
PRESENTER AT GOVERNING BOARD MEETING: D. Rex Shumway, Legal Counsel  
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BGF; A.R.S. §15-341

**SUPPORTING DATA**

Funding Source: N/A  
Budgeted: N/A

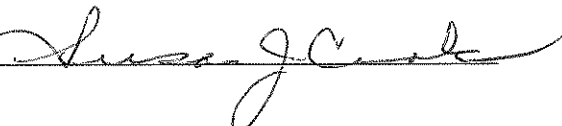
On August 25, 2011, the Governing Board voted to approve the First Reading of proposed Board Policy JICK – Student Violence/Harassment/Intimidation/ Bullying. Revisions were requested. The Policy is now ready for final adoption. The revisions are noted in the attached proposed Board Policy JICK – Student Violence/Harassment/Intimidation/Bullying.

Additionally, attached is Regulation JICK-R – Student Violence/Harassment/Intimidation/Bullying, Exhibit JICK-EA - Student Violence/Harassment/Intimidation/Bullying (Complaint Form) and Exhibit JICK-EB - Student Violence/Harassment/Intimidation/Bullying (notice to be displayed in school buildings and in student handbooks) that include provisions for implementing the new Policy.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the Second Reading and adopt Proposed Board Policy JICK – Student Violence/Harassment/Intimidation/ Bullying.

Superintendent



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

Agenda Item III.B.

## STUDENT VIOLENCE / HARASSMENT / INTIMIDATION / BULLYING

The Governing Board believes it is the right of every student to be educated in a positive, safe, caring, and respectful learning environment. The Board further believes a school environment inclusive of these traits maximizes student achievement, fosters student personal growth, and helps students build a sense of community that promotes positive participation as members of society.

The District, in partnership with parents, guardians, and students, shall establish and maintain a school environment based on these beliefs. The District shall identify and implement age-appropriate programs designed to instill in students the values of positive interpersonal relationships, mutual respect, and appropriate conflict resolution.

~~To assist in achieving a school environment based on the beliefs of the Governing Board,~~ **B**ullying, harassment or intimidation as defined by this policy will not be tolerated **to assist in achieving a school environment based on the beliefs of the Governing Board.**

### Definitions

*Bullying:* Bullying may occur when a student or group of students engages in any form of behavior that includes such acts as intimidation and/or harassment that

- has the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm or damage to property,
- is sufficiently severe, persistent or pervasive that the action, behavior, or threat creates an intimidating, threatening, or abusive environment in the form of physical or emotional harm,
- occurs when there is a real or perceived imbalance of power or strength, or
- may constitute a violation of law.

Bullying of a student or group of students can be manifested through written, verbal, physical, or emotional means and may occur in a variety of forms including, but not limited to:

- verbal, written/printed or graphic exposure to derogatory comments, extortion, exploitation, name calling, or rumor spreading either directly through another person or group or through cyberbullying,
- exposure to social exclusion or ostracism,
- physical contact, including but not limited to, pushing hitting, kicking, shoving, or spitting,
- damage to or theft of personal property.

*Cyberbullying:* Cyberbullying is, but not limited to, any act of bullying committed by use of electronic technology or electronic communication devices, including telephonic devices, social networking and other internet communications, on school computers, networks, forums and mailing lists, or other District-owned property, and by means of an individual's personal electronic media and equipment.

*Harassment:* Harassment is intentional behavior by a student or group of students that is disturbing or threatening to another student or group of students. Intentional behaviors that characterize harassment include, but are not limited to, stalking, hazing, social exclusion, name calling, unwanted physical contact and unwelcome verbal or written comments, photographs and graphics. Harassment may be related, but not limited to, race, religious orientation, sexual preference, cultural background, economic status, size or personal appearance. Harassing behaviors can be direct or indirect and by use of social media.

*Intimidation:* Intimidation is intentional behavior by a student or group of students that places another student or group of students in fear of harm of person or property. Intimidation can be manifested emotionally or physically, either directly or indirectly, and by use of social media.

### **Prohibitions and Discipline**

Students are prohibited from bullying on school grounds, school property, school buses, at school bus stops, at school sponsored events and activities, and through the use of electronic technology or electronic communication equipment on school computers, networks, forums, or mailing lists.

Disciplinary action may result for bullying which occurs outside of the school and the school day when such bullying results in a substantial physical, mental, or emotional negative effect on the victim while on school grounds, school property, school buses, at school bus stops, or at school sponsored events and activities, or when such act(s)

interfere with the authority of the school system to maintain order. All suspected violations of law will be reported to local law enforcement.

### **Reporting Incidents of Bullying**

A student who is experiencing bullying, or believes another student is experiencing bullying, shall report the situation to the principal or another school employee. A school employee who becomes aware of or suspects a student is being bullied shall immediately notify the school administrator. Such personnel shall maintain confidentiality of the reported information.

The initial notification of an alleged incident may be provided verbally. A detailed written description of the incident and any other relevant information must be provided on forms(s) made available by the school and submitted to the principal within one (1) school day of the verbal report. ~~Should the principal be the employee who observes, is informed of, or suspects a student is experiencing bullying, the principal shall document the incident or concern in writing.~~ **The principal shall document the incident or concern in writing if the principal is the employee who observes, is informed of, or suspects a student is experiencing bullying.** Failure by an employee to report a suspected case of bullying may result in disciplinary action up to suspension without pay or dismissal pursuant to Board Policy GCQF/GDGF.

Reprisal by any student or staff member directed toward a student or employee related to the reporting of a case of bullying or a suspected case of bullying shall not be tolerated, and the individual(s) will be subject to the disciplines set forth in applicable District policies and administrative regulations.

At the time a student reports alleged bullying, the principal shall provide to the student who has allegedly been bullied a written copy of student rights, protections and support services available to the student and shall notify the student's parent(s) of the report.

The principal shall investigate *all* reports of bullying. If the principal determines that bullying has occurred, discipline will be administered pursuant to Board Policies JK, JKD, and JKE. Regardless of the outcome of the investigation, the principal will meet with the involved students to review the findings of the investigation. Subject to the restrictions of the Family Educational Rights and Privacy Act (FERPA) set forth in Policy JR, the parent(s) or guardian(s) of the involved students shall also be informed of the findings of the investigation.

Documentation related to reported bullying and subsequent investigation shall be maintained by the District for not less than six (6) years. In the event the District

reports incidents to persons other than school officials or law enforcement, all personally identifiable information shall be redacted. Restrictions established by FERPA on disclosure of personally identifiable student information must be observed at all times.

The Superintendent shall establish procedures for the dissemination of information to students, parents and guardians. The information will include, but not be limited to, Governing Board policies, incident reporting, support services (proactive and reactive) and student's rights. The dissemination of this information shall

- occur during the first (1<sup>st</sup>) week of each school year,
- be provided to each incoming student during the school year at the time of the student's registration,
- be posted in each classroom and in common areas of the school, and
- be summarized in the student handbook and on the District website, and

the Superintendent shall establish procedures for the dissemination of information to District employees including, but not limited to:

- Governing Board policy,
- preventive measures,
- incident reporting procedures,
- available support services for students (both proactive and reactive), and
- student rights.

Information will be provided to staff members at the beginning of each instructional year and on the first day of employment for new employees.

The Superintendent shall establish procedures designed to protect the health and safety of students who are physically harmed as the result of bullying. These will include, when appropriate, procedures for contacting emergency medical services, law enforcement agencies, or both.

Knowingly submitting a false report under this policy shall subject the student to discipline up to and including suspension or expulsion. Where disciplinary action is

necessary pursuant to any part of this policy, relevant District policies shall be followed.

Law enforcement authorities shall be notified any time District officials have a reasonable belief that an incident of bully is a violation of the law.

*Adopted:*

LEGAL REF.:     A.R.S.     13-1202  
   13-1203  
   13-1204  
   13-2321  
   13-2916  
   13-2921  
   13-3506.01  
   15-341  
                                 20 U.S.C. 7161  
                                 20 U.S.C. 7283

CROSS REF.:     JI – Student Rights and Responsibilities  
                                 JII – Student Concerns, Complaints, and Grievances  
                                 JIC – Student conduct  
                                 JK – Student Discipline  
                                 JKD – Student Suspension  
                                 JKDA – Removal of Students from School-Sponsored  
   Activities  
                                 JKE – Expulsion of Students  
                                 JR – Student Records

**REGULATION****REGULATION****STUDENT VIOLENCE / HARASSMENT /  
INTIMIDATION / BULLYING**

The District does not tolerate bullying in any form. Further, the District shall investigate each complaint of bullying and will take appropriate, timely and responsive action.

*Bullying:* Bullying may occur when a student or group of students engages in any form of behavior that includes such acts as intimidation and/or harassment that

- has the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm or damage to property,
- is sufficiently severe, persistent or pervasive that the action, behavior, or threat creates an intimidating, threatening, or abusive environment in the form of physical or emotional harm,
- occurs when there is a real or perceived imbalance of power or strength, or
- may constitute a violation of law.

Any student who feels he or she has been the victim of bullying or suspects other students of being bullied should file a complaint with the principal or the principal's designee or other school employee. The student's report may be provided verbally or in writing. A student's verbal report will be documented in writing by the employee receiving the report.

Any staff member who becomes aware of or suspects that a student is experiencing bullying shall immediately notify the principal or the principal's designee. Employees may initially give verbal notice to the principal or the principal's designee, but shall submit a written report to the principal or the principal's designee within one (1) school day of the verbal report.

Reprisal directed toward a student or employee for the reporting of a case of bullying or a suspected case of bullying will not be tolerated. Students involved directly or indirectly in reprisal will be disciplined pursuant to Board Policies JK, JKD, and JKE. Any suspected violation of the law will be reported to law enforcement authorities.

Investigation of submitted complaints shall be initiated by the principal or the principal's designee as soon as is feasible, but not later than two (2) school days after

**REGULATION****REGULATION**

the initial report. Each investigation will be comprehensive to the extent determined appropriate by the principal or the principal's designee. In investigating the complaint, the principal or the principal's designee will maintain confidentiality to the extent reasonably possible, subject to the restrictions pertaining to disclosure of personally identifiable student information established in the Family Educational Rights and Privacy Act (FERPA).

Each investigation will be documented by the principal or the principal's designee. Documentation will be maintained by the District for at least six (6) years. In the event the District must report incidents to persons other than school officials or law enforcement, all personally identifiable information shall be redacted.

Should the principal or the principal's designee determine that bullying has occurred, discipline will be administered pursuant to Board Policies JK, JKD, and JKE. Regardless of the outcome of the investigation, the principal or the principal's designee will meet with the student who reported or was reported as being bullied to review the findings of the investigation. Additionally, the parent(s) or guardian(s) of the involved students will be informed of the findings of the investigation.

The Superintendent is responsible for determining the methods of information delivery to employees and students. The Superintendent shall provide to the school principals, supervisors and all other District employees the information necessary to comply with Governing Board policy JICK. The information related to bullying is to include, but not be limited to: preventive measures, incident reporting, related support services available (proactive and reactive), student rights, employee responsibilities, and the ramifications of not reporting a bullying incident or suspicion of bullying. The information shall be disseminated to District personnel at the beginning of each year and as the Superintendent otherwise determines to be appropriate.

The principal or of the principal's designee is responsible to ensure information related to bullying is disseminated to students, and parents and guardians. The information shall include, but not be limited to Governing Board policy, incident reporting support services (proactive and reactive) and student's rights. The dissemination of this information will

- occur during the first (1<sup>st</sup>) week of each school year,
- be posted in each classroom and in common areas of the school,
- be summarized in the student handbook and on the District website, and

**REGULATION****REGULATION**

- be provided to each incoming student during the school year at the time of registration.

~~The principal or the principal's designee is also responsible to ensure information is disseminated to all students who report bullying, including, at the time the incident is reported, a written copy of the student rights, protections and support services available to the student; a copy of the report shall also be given to the student's parent(s)/guardian(s).~~ At the time the incident is reported, the principal or the principal's designee is also responsible to ensure information is disseminated to all students who report bullying, including a written copy of the student rights, protections, and support services available to the student. A copy of the report shall also be given to the student's parent(s)/guardian(s).

The principal or the principal's designee is responsible for the maintenance of documentation related to bullying.

**EXHIBIT****EXHIBIT****STUDENT VIOLENCE / HARASSMENT /  
INTIMIDATION / BULLYING****COMPLAINT FORM**

(to be filed with any School District employee who will  
forward this document to the principal or the principal's designee)

**Please print:**

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Another phone where you can reached \_\_\_\_\_

During the hours of \_\_\_\_\_

E-mail address \_\_\_\_\_

**I wish to complain against:**

Name of person(s) \_\_\_\_\_

Specify your complaint by stating the problem as you see it. Describe the incident, the participants, the background to the incident, and any attempts you have made to solve the problem. *Be sure to include all relevant dates, times, and places.* Additional pages may be attached if necessary.

---

---

---

---

---

---

---

---

---

---

**EXHIBIT****EXHIBIT**

If there is anyone who could provide more information regarding this complaint, please list name(s), address(es), and telephone number(s).

Name

Address

Telephone Number

---



---



---



---

**The projected solution:**

Indicate what you think can and should be done to solve the problem. Be as specific as possible.

---



---



---



---



---



---



---



---



---



---

I certify this information is correct to the best of my knowledge.

Signature of Complainant \_\_\_\_\_

Date \_\_\_\_\_

Document received by \_\_\_\_\_

Date \_\_\_\_\_

Investigating official \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT****EXHIBIT****STUDENT VIOLENCE / HARASSMENT /  
INTIMIDATION / BULLYING**

The Governing Board of the Washington Elementary School District believes it is the right of every student to be educated in a positive, safe, caring, and respectful learning environment. The Governing Board further believes a school environment that is inclusive of these traits maximizes student achievement, fosters student personal growth, and helps students build a sense of community that promotes positive participation as members of society.

~~To assist in achieving a school environment based on the beliefs of the Governing Board,~~  
**Bullying, harassment or intimidation as defined by this policy will not be tolerated to assist in achieving a school environment based on the beliefs of the Governing Board.**

*Bullying:* Bullying may occur when a student or group of students engages in any form of behavior that includes such acts as intimidation and/or harassment that

- has the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm or damage to property,
- is sufficiently severe, persistent or pervasive that the action, behavior, or threat creates an intimidating, threatening, or abusive environment in the form of physical or emotional harm,
- occurs when there is a real or perceived imbalance of power or strength, or
- may constitute a violation of law.

Bullying of a student or group of students can be manifested through written, verbal, physical, or emotional means and may occur in a variety of forms including, but not limited to

- verbal, written/printed or graphic exposure to derogatory comments, extortion, exploitation, name calling, or rumor spreading either directly through another person or group or through cyberbullying,
- exposure to social exclusion or ostracism,
- physical contact, including but not limited to, pushing hitting, kicking, shoving, or spitting,
- damage to or theft of personal property.

*Cyberbullying:* Cyberbullying is, but not limited to, any act of bullying committed by use of electronic technology or electronic communication devices, including telephonic devices, social networking and other internet communications, on school computers, networks, forums and mailing lists, or other District-owned property, and by means of an individual's personal electronic media and equipment.

**EXHIBIT****EXHIBIT**

*Harassment:* Harassment is intentional behavior by a student or group of students that is disturbing or threatening to another student or group of students. Intentional behaviors that characterize harassment include, but are not limited to, stalking, hazing, social exclusion, name calling, unwanted physical contact and unwelcome verbal or written comments, photographs and graphics. Harassment may be related, but not limited to, race, religious orientation, sexual preference, cultural background, economic status, size or personal appearance. Harassing behaviors can be direct or indirect and by use of social media.

*Intimidation:* Intimidation is intentional behavior by a student or group of students that places another student or group of students in fear of harm of person or property. Intimidation can be manifested emotionally or physically, either directly or indirectly, and by use of social media.

Students are prohibited from bullying on school grounds, school property, school buses, at school bus stops, at school sponsored events and activities, and through the use of electronic technology or electronic communication equipment on school computers, networks, forums, or mailing lists.

Disciplinary action may result for bullying which occurs outside of the school and the school day when such bullying results in a substantial physical, mental, or emotional negative effect on the victim while on school grounds, school property, school buses, at school bus stops, or at school sponsored events and activities, or when such act(s) interfere with the authority of the school system to maintain order. All suspected violations of law will be reported to local law enforcement.

Students who believe they are experiencing being bullied or believe another student is being bullied should report their concerns to any staff member of the School District. School personnel shall maintain appropriate confidentiality of the reported information.

Reprisal by any student directed toward a student or employee related to the reporting of a case or a suspected case of bullying shall not be tolerated, and the individual(s) will be subject to the disciplines set forth in applicable District policies and administrative regulations.

Students found to be bullying others will be disciplined up to and including suspension or expulsion from school.

Knowingly submitting a false report under this policy shall subject the student to discipline up to and including suspension or expulsion. Where disciplinary action is necessary pursuant to any part of this policy, relevant District policies shall be followed.

Law enforcement authorities shall be notified any time District officials have a reasonable belief that an incidence of bully is a violation of the law.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board

FROM: Dr. Susan J. Cook, Superintendent

DATE: September 8, 2011

AGENDA ITEM: 2012 Arizona School Boards Association (ASBA) Political Agenda: Governing Board Priorities

INITIATED BY: Dr. Susan J. Cook, Superintendent SUBMITTED BY: Dr. Susan J. Cook, Superintendent

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

**SUPPORTING DATA**

Funding Source: N/A  
Budgeted: N/A


The 2012 Arizona School Boards Association (ASBA) Legislative Session is scheduled for December 14, 2011.

Attached is the 2012 Political Agenda that reflects ASBA membership's action from the June 25<sup>th</sup> Delegate Assembly. In preparation for the Legislative Session, ASBA requests that the Governing Board select its top ten priorities for ASBA to pursue for the 2012 Legislative Session.

The 2012 Political Agenda has been duplicated in blue (provided for the Governing Board only). If each Board member will indicate his/her top ten priorities to the Superintendent by Monday, September 12, 2011, the information will be compiled and provided for consideration by the Governing Board at the September 22, 2011 Governing Board meeting.

**SUMMARY AND RECOMMENDATION**

No action required.

Superintendent 

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

Agenda Item IV.A.



Arizona School Boards Association

2012 POLITICAL AGENDA PRIORITIES

As a governing board, please select the ten (10) legislative action proposals your school district believes are the most important ones for ASBA to pursue in any Special Session on Education and/or in the Fiftieth Legislature, First Regular Session. PLEASE RETURN TO ASBA BY THE CLOSE OF BUSINESS SEPTEMBER 30, 2011. They will be compiled to determine ASBA's Top Ten Priorities. Thank you much.

**I. ADVOCACY FOR CHILDREN AND STUDENT NEEDS**

- ☐ 1. Seek and support legislation that adequately encourages, assists and financially supports the curriculum and instructional needs of Arizona's public schools to ensure college and career readiness of all students.
- ☐ 2. Seek and support legislation to increase mandatory school attendance requirements until graduation level competency has been reached or until 18 years of age.
- ☐ 3. Oppose efforts to undermine the authority of Arizona Interscholastic Association and its members to determine eligibility for student participation in interscholastic activities.
- ☐ 4. Seek and support legislation that will fund programs to prepare and support children and families for success in public schools.
- ☐ 5. Oppose efforts to curtail communications in a language other than English for students, parents and other constituents and advocate for ADE to publish critical items intended for parent distribution in Spanish as well as English.
- ☐ 6. Oppose legislation to require school districts to report or determine the immigration status of students.

## II. LOCAL CONTROL/GOVERNANCE

- ☐ 1. Advocate for preservation of community governance of school districts through elected representation and oppose federal, tribal, state, or administrative efforts to erode the authority of governing boards.
- ☐ 2. Oppose unfunded and burdensome legislative mandates.
- ☐ 3. Oppose any effort not initiated by local school districts, through their governing boards or voters, to consolidate or unify school districts.
- ☐ 4. Seek and support legislation that ensures that all public schools are funded and governed in a manner consistent with the Arizona Constitution's requirement of a general and uniform public school system, so that substantial disparities in the treatment of schools are not created by the law.
- ☐ 5. Oppose legislation that would limit district control of performance pay for teachers under the Classroom Site Fund, while acknowledging statewide best practices as demonstrated by the Performance Pay Task Force.
- ☐ 6. Advocate the consistent treatment of school districts with other political subdivisions and governing board members with other elected public officials in matters of general governance, open meeting law, and public records law.
- ☐ 7. Seek and support changes to law regarding elections and school district resources that clearly articulate free speech rights of both school employees and school board members.
- ☐ 8. Advocate that the Legislature revise A.R.S. 15-424(D) to allow candidates in an uncontested election, which has been cancelled, to be declared duly elected by the supervisors of that county rather than appointed.
- ☐ 9. Seek and support a change to student enrollment laws that would allow a school district to honor a disciplinary action of a student from another district when enrolling that student.
- ☐ 10. Seek and support Legislation that provides Governing Boards with flexibility in committing and prioritizing the use of education funds.

- ☐ 11. Seek and support legislation that would allow the removal of a governing board member for excessive absences at meetings.
- ☐ 12. Support the retention of the county school superintendent's role in appointing governing board vacancies.
- ☐ 13. Seek and support the ability of a school district governing board to create a process to censure a board member.

### III. ACCOUNTABILITY

- ☐ 1. Seek and support the continued re-evaluation and refinement of the Arizona Instrument to Measure Standards.
- ☐ 2. Seek and support legislation to ensure that all schools receiving public funds are equally accountable financially to the public by complying with conflict of interest laws. Further, seek to ensure that charter funding systems are transparent, do not allow comingling of funds, and reverts all public funds and property to the state, if a charter school ceases to operate or loses its charter.
- ☐ 3. Advocate for continued local control of school improvement plans created and implemented for underperforming and persistently low performing schools and support other interventions as a last resort.
- ☐ 4. Oppose efforts to require verification of free and reduced lunch applications beyond federal guidelines.
- ☐ 5. Advocate a change to the Arizona Constitution to state that the State Superintendent of Public Instruction hold a teaching, principal, or superintendent certificate and that the Superintendent of Public Instruction be employed by the State.
- ☐ 6. Seek and support legislation to allow school districts and property owners to reach a solution to the Pesticide Covenant as it relates to new school sites.
- ☐ 7. Encourage the Arizona Department of Education to conduct research to determine the N number that is statistically valid.

- ☐ 8. Seek and support legislation which creates greater flexibility in procurement policies and procedures.
- ☐ 9. Support legislation that accurately, consistently and fairly measures the academic performance of individual schools and the district as a whole.
- ☐ 10. Support efforts to implement an accurate, statewide data system that enables local districts to use data to inform financial, student, and personnel decision making, with the cost of implementation to be funded and provided to each district by the state.
- ☐ 11. Support a requirement that county school superintendents have a teaching, administrative, or superintendent certificate.

#### IV. TAXATION/REVENUES

- ☐ 1. Advocate structural change to Arizona's tax system to support funding for public education, other child support services, and a competitive business climate while opposing any change to the existing property tax structure unless a comprehensive tax reform proposal is implemented to adequately address the needs of public education.
- ☐ 2. Oppose any legislation that prohibits local school district governing boards from supplementing state funding and budget provisions through M&O and flexible capital overrides as well as bond authorizations.
- ☐ 3. Advocate for repeal of both private student tuition and public extracurricular tax credits with those funds to be dedicated to public education, while demanding additional accountability for student tuition organizations until ultimate repeal is accomplished.
- ☐ 4. Seek and support legislation to clarify A.R.S. 15-915 and require ADE to provide the commensurate state aid revenue to districts that lose assessed value regardless of the cause of the reduction so that there is no loss of revenue to the district.
- ☐ 5. Seek and support efforts that would serve to maximize and increase the earnings of the school trust lands for the benefit of K-12 public education.
- ☐ 6. Seek and support legislation to ensure all property owners in the state of Arizona are paying the full qualifying tax rate to support education.

- ☐ 7. Oppose, or advocate the repeal of, any measure that requires a supermajority vote to increase state or local revenues.
- ☐ 8. Oppose efforts to permanently repeal the state equalization assistance rate.
- ☐ 9. Oppose the various Taxpayer Bill of Rights (TABOR) legislation.
- ☐ 10. Oppose efforts to undercut voter-approved measures.
- ☐ 11. Seek and support legislation to exempt public schools from municipal impact fees.
- ☐ 12. Allow school districts an appeals process to seek correction of census estimates.
- ☐ 13. Seek and support legislation to permanently address the Constitutional Aggregate Expenditure Limit formula.
- ☐ 14. Advocate for a review of all proposed legislative mandates to ensure any new requirements will have an identified funding stream.
- ☐ 15. Seek and support legislation requiring the Arizona State Legislature to pass a state budget for the ensuing fiscal year no later than April 1 of the previous fiscal year.
- ☐ 16. Seek and support legislation to provide for direct reimbursement, grants, and/or other incentives to schools for energy efficiencies.
- ☐ 17. Advocate that the Legislature modify the current freeze on the acquisition of school sites to allow acquisition of sites from the School Facilities Board or school district on State Trust Land according to the Arizona Constitution highest and best use provision.
- ☐ 18. Advocate to allow the purchase of equipment with bond money.
- ☐ 19. Seek and support state funding for any tax judgments that are due to inaccurate rate settings by a county or state.
- ☐ 20. Strike the bond indebtedness limits found in Arizona statutes so that districts may utilize the limits found in Arizona's Constitution.

- ☐ 21. Advocate the Legislature change the designation of "override" elections to "local effort" elections and adjust other language in the law suggesting that these elections provide "extra" funding.
- ☐ 22. Advocate for greater flexibility to public schools/districts to determine how tax credit funds are used.
- ☐ 23. Advocate for legislation that requires an annual review/revision of travel mileage reimbursement rates.

## V. FUNDING

- ☐ 1. Advocate for a complete revision of the school finance formula.
- ☐ 2. Seek and support legislation that addresses issues related to school capital issues, including minimum building standards, new school construction, building renewal, and soft capital.
- ☐ 3. Seek and support full funding for voluntary educational preschool programs and oppose any effort from federal or state bodies or agencies to require preschool in the state of Arizona on a mandatory basis.
- ☐ 4. Seek and support legislation to adequately fund English Language Learners.
- ☐ 5. Seek and support legislation to ensure full funding for inflation, especially in years in which the rate of inflation is greater than 2 percent and vigorously oppose at the legislature and in the courts any attempts to not fully fund at least the 2 percent inflation factor as approved by the voters in Proposition 301 (2000).
- ☐ 6. Oppose legislation that takes away district authority to comply with federal desegregation court orders and Office of Civil Rights agreements.
- ☐ 7. Seek and support legislation to fully fund excess utility costs inside the Revenue Control Limit (RCL).
- ☐ 8. Oppose any effort to divert Medicaid in Public Schools (MIPS) reimbursement dollars from school districts to the state general fund.

- ☐ 9. Advocate for the continuation of funding career and technical education at both the State and Federal levels.
- ☐ 10. Oppose any measure that would require a certain percentage of district budgets be allocated to classroom expenditures, as defined by the State Auditor General, with the recognition that some "outside the classroom" expenditures directly benefit classroom learning of students.
- ☐ 11. Seek and support legislation that enables Joint Technological Education Districts (JTEDs) -- including all verbiage from items a through d.
- ☐ 12. Seek and support legislation to eliminate the Budget Balance Carry Forward limit in the M&O funding calculation.
- ☐ 13. Seek and support funding of programs that are proven to enhance school safety, including, but not limited to gang and drug prevention programs.
- ☐ 14. Seek and support legislation that would move the determination of the construction inflation costs from the Joint Legislative Budget Committee to the School Facilities Board.
- ☐ 15. Advocate for full state funding of Arizona State Retirement System employer contribution increases without shifting the cost to employees.
- ☐ 16. Oppose any mandatory increase in calendar days.
- ☐ 17. Encourage legislation to provide funding for school districts to cover the cost of elections that are state mandated.
- ☐ 18. Seek and support efforts to create a statewide database of digital content to be used in the classroom to enhance student achievement while lowering costs.
- ☐ 19. Seek and support funding to hold harmless for any loss of revenue and to cover transitional costs associated with district approved unification efforts.
- ☐ 20. Encourage legislation which requires the state to pay 100% of the cost of the Structured English Immersion model to districts to implement the program.

- ☐ 21. Seek and support the reenactment and funding of voluntary, full-day kindergarten.
- ☐ 22. Distribute Prop. 301 funds on an unweighted student count versus a weighted student count.
- ☐ 23. Seek and support the removal of requirements for public schools to use public school resources to evaluate, test and otherwise serve special education students who are enrolled in private school.

## VI. PERSONNEL

- ☐ 1. Seek and support legislation that provides increased funding for school personnel salaries.
- ☐ 2. Seek and support legislation providing all school districts with 5.5% in revenue to fund a system that promotes or rewards teacher individual performance, including merit pay.
- ☐ 3. Oppose any legislation that would further restrict the local board's ability to terminate non-certificated personnel.
- ☐ 4. Oppose any legislation to impose mandatory collective bargaining as a method of determining salaries and working conditions for employees.
- ☐ 5. Oppose any legislative attempts to reduce the governing board's authority to use lawful forms of affirmative action.
- ☐ 6. Seek and support legislation that prevents the award of unemployment compensation to substitute teachers and other substitute employees.
- ☐ 7. Seek and support legislation providing that the school district may require medical or psychological examination of an employee by a physician of the board's choosing and at the district's expense.
- ☐ 8. Expand existing programs for the provision of instruction from proficient teachers through technological means.
- ☐ 9. Encourage legislation to provide additional funding to help low income and small rural/isolated schools, as well as for high-need subject areas, to attract and retain highly qualified teachers.

- ☐ 10. Encourage legislation which allows public colleges and universities to offer a tuition discount to teachers who need to meet the ESEA criteria for becoming "highly qualified" and continue to teach in schools that have a high concentration of economically disadvantaged students.
- ☐ 11. Seek and support legislation that would set a mandatory minimum contribution rate for the Arizona State Retirement System that would be based on historical averages and prevent large variant increases or decreases from year to year.
- ☐ 12. Encourage the development of a comprehensive professional education certification system to establish an independent Professional Licensing Board.
- ☐ 13. Initiate a change to current legislation which will allow for the superintendent evaluation to be confidential and not public record similar to the A.R.S. 15-537 regarding teacher evaluations.
- ☐ 14. Advocate for flexibility with regard to Highly Qualified regulations.

## **VII. FEDERAL CONCERNS**

- ☐ 1. Advocate for increasing the federal investment in public education to meet the federally-imposed mandates and subsequent cost increases for special education (IDEA) and implementation of the Elementary and Secondary Education Act (ESEA).
- ☐ 2. Advocate for the following changes in the new reauthorization of the federal Elementary and Secondary Education Act (ESEA).
- ☐ 3. Urge the Arizona congressional delegation to ensure that adequate federal funds are available to support and sustain federally initiated supplemental programs such as Title 1, Title 2 and gifted programs as well as federally mandated programs and oppose efforts to make these programs into competitive grants.
- ☐ 4. Advocate for the continuation of full funding for federal impact aid for Group A and Group B students through Public Law 81-874 and for increased funding for school construction through Public Law 81-815.

- ☐ 5. Encourage legislation that would direct disbursement of forest fees and payment in lieu of taxes on all federal land on a formula basis whereby a minimum of fifty percent would be distributed to the public schools in the county.
- ☐ 6. Seek and support legislation that makes student/parent collegiate grant and loan programs more accessible and affordable.
- ☐ 7. Urge the codification of Congressional intent to firmly establish Medicaid responsibility for IDEA activities and direct medical services while recognizing that school-based Medicaid programs are good fiscal policy.
- ☐ 8. Ensure that the E-Rate is continued, making advanced telecommunications services affordable for the nation's schools and libraries.
- ☐ 9. Defeat all federal voucher and tuition tax subsidy proposals that result in public funds supporting private K-12 institutions.
- ☐ 10. Seek and support legislation aligning the Higher Education Act with ESEA to ensure a pool of highly qualified teachers.
- ☐ 11. Seek and support developmentally appropriate early education standards for Head Start that are aligned with state academic content standards and reflective of the expectations of local schools.
- ☐ 12. Support Arizona's efforts to apply and implement its Race to the Top plan.
- ☐ 13. Support supplemental federal grants to enhance school district innovation and further student success.
- ☐ 14. Advocate Arizona maximize opportunities to receive federal matching monies for all education-related issues.
- ☐ 15. Encourage legislation that will allow classified employees to be hired to fill sports and academic coaching positions and be paid the same stipend as other coaches rather than having to track their hours and be paid hourly.