

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

DATE: February 9, 2012

TIME: Regular Meeting 7:00 p.m. – Board Room
Executive Session to follow Regular Meeting

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

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

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

I. REGULAR MEETING

- 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

1-7

It is recommended that the Governing Board approve the Minutes of the January 26, 2012 Regular Meeting and Executive Session (all Governing Board Members were in attendance).

Motion _____ Second _____ Vote _____

- F. Current Events: Governing Board and Superintendent
Music students from Orangewood School, led by vocal music teacher, Mr. Alan Paulson, will be singing "Salute to Our Heroes", a medley honoring our veterans.
- G. Special Recognition
 - Special recognition of Christine Hollingsworth who has been named one of ten 2012 Exemplary Principals in Arizona, awarded by the Rodel Charitable Foundation of Arizona.
- H. Public Participation**
 - Members of the public may address the Governing Board during this portion of the agenda in regard to non-agenda items (not to exceed three (3) minutes at chair's discretion. If interpretation services are used, the time shall not exceed six (6) minutes, including interpretation.)

I. REGULAR MEETING – (continued)

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

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

Motion _____ Second _____ Vote _____

II. CONSENT AGENDA

- | | |
|---|-------|
| *A. Approval/Ratification of Vouchers | 8 |
| 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 | 9-12 |
| 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) | 13 |
| 1. Dennis Millenacker donated books and bean bag chairs with an approximate value of \$4,525.77 to be used for part of the library dedicated as "Bobby's Corner" (family donation in memory of their son who passed away) at Ironwood Elementary School. | |
| 2. Taylor Guitars donated an electric guitar and case with an approximate value of \$2,500.00 for the benefit of music students at Orangewood School. | |
| 3. Royal Palm Middle School staff donated \$491.95 for a monument in honor of Math teacher, Bonnie Novaky, who passed away this year. | |
| 4. DonorsChoose.org donated eight books with an approximate value of \$360.00 for the benefit of students at Sunset Elementary School. | |
| *D. Out-of-County/State Field Trip | 14-19 |
| 1. Audrey Hess, Chaparral Elementary School, submitted an out-of-county/state field trip request to the Arizona Renaissance Festival, Apache Junction, AZ, February 14, 2012, for 6 th grade students at a cost of \$2,109.00. | |
| *E. Out-of-State Travel | 20-21 |
| 1. Pauline McKinney, 3 rd Grade/Lead Technology Teacher, and Valerie Miles, Technology Teacher, Northwest Christian School, to attend Computer Using Educators (Technology Conference), March 15-17, 2012, in Palm Springs, CA, at a cost of \$2,726.00. | |
| *F. Processing Credit Cards at the CNG Pumps Agreements | 22-37 |
| *G. TeachTown Partnership Agreement | 38-47 |
| *H. Quality First Enrollment Agreement and Program Improvement Grant with First Things First | 48-52 |
| *I. Permission to Pursue Partnership with Health Schools Campaign and the Minnesota Institute of Public Health | 53-54 |
| *J. Acceptance of the Walmart Foundation Grant in the Amount of \$2,000.00, and the Target Grants in the Amount of \$1,400.00 | 55 |

II. CONSENT AGENDA - (continued)

- *K. Issue RFQ No. 11.030, Solar Photovoltaic System Installation 56-57

III. ACTION / DISCUSSION ITEMS

- A. Discussion, Consideration and Possible Approval of Direction to the Employee Benefit Trust (EBT) Regarding the Employee Benefits Plan for 2012-2013 (D. Rex Shumway) 58-59

Motion _____ Second _____ Vote _____

- B. Employee Phased Retirement Program (Sue Snyder) 60-77

Motion _____ Second _____ Vote _____

IV. INFORMATION / DISCUSSION ITEMS

- A. Truancy Prevention Unit (TPU) Update (John Shikany) 78-85

- B. A.R.S. 15-701 "Move on When Reading" and A.R.S. 15-701.01 "Move on When Ready" Updates (Janet Sullivan) 86-108

- C. Race to the Top Round Three Update (Janet Sullivan) 109-115

V. FUTURE AGENDA ITEMS

VI. GOVERNING BOARD AND SUPERINTENDENT ACKNOWLEDGMENTS

VII. CALL FOR EXECUTIVE SESSION

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

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

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

Motion _____ Second _____ Vote _____

VIII. RECESSING OF REGULAR MEETING FOR EXECUTIVE SESSION

IX. EXECUTIVE SESSION – GENERAL FUNCTION

A. Call to Order and Roll Call

B. Confidentiality Statement

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

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

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

X. RECONVENING OF REGULAR MEETING

XI. ADJOURNMENT

Motion _____ Second _____ Vote _____

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

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

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

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

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

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

GOVERNING BOARD MINUTES: REGULAR MEETING AND EXECUTIVE SESSION

2011-2012

January 26, 2012

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

I. REGULAR MEETING – GENERAL FUNCTION**A. Call to Order and Roll Call**

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

B. Moment of Silence and Meditation

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

C. Pledge of Allegiance

Mr. Maza led the Pledge of Allegiance.

D. Adoption of the Regular Meeting Agenda

A motion was made by Mr. Adams that the Governing Board adopt the Regular Meeting Agenda. The motion was seconded by Mrs. Lambert. 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 January 12, 2012 Regular Meeting. The motion was seconded by Mr. Adams. The motion carried.

UNANIMOUS

F. Current Events: Governing Board and Superintendent

Board members thanked Lookout Mountain Elementary School students for the 2012 calendar and artwork. They enjoy receiving the calendars each year.

Ms. Graziano acknowledged and thanked Arroyo, Desert View, Ocotillo, Sahuaro, and Washington Schools for the artwork displayed in the Governing Board Room.

Ms. Graziano congratulated the students who participated in the District's Spelling Bee held that morning. She stated that she looked forward to honoring them at a future Board meeting.

Mr. Adams thanked Mr. Bill Gates, Phoenix city councilman for District 3, for the wonderful article in the *Phoenix Republic* about the Washington Elementary School District's Parent University. Mr. Adams acknowledged Mr. Gates' kindness in writing the very positive, complimentary article.

Mrs. Lambert stated she was appreciative of the relationship that Ms. Jill Hicks, Community Outreach Specialist, and others in the District have built with the City Council members serving in the Washington Elementary School District (WESD) area. Mrs. Lambert advised that every newsletter from the District's City Council members mentioned something about what WESD is doing and acknowledged the good work that WESD is doing in the community to build a stronger relationship.

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Mr. Maza shared that he enjoyed attending the District's Principals' meeting. He offered the group, as well as individuals within the group, congratulations on behalf of the Governing Board.

Mr. Maza shared that he was invited to attend the speech by President Obama, at which Dr. Murosky, Director of Academic Support Programs, was also in attendance. Mr. Maza reported that President Obama reiterated his comments in regard to education that he had stated the night before in his State of the Union Address.

Dr. Cook congratulated the 32 students who participated in the District's Spelling Bee, especially Mountain Sky Junior High School student, Mark Morissey, who prevailed in first place after 26 rounds of spelling. The top eight participants will be acknowledged at a future Governing Board meeting.

G. Special Recognition

- Mr. Maza recognized and welcomed members of Boy Scout Troop 827 who were working on the "Citizenship in the Community" badge. Several of the troop members attend Mountain Sky Junior High School.
- Dr. Cook acknowledged special recognition of teachers who have achieved National Board Certification (NBC), the most prestigious credential a teacher can earn; and special recognition of teachers who have renewed their National Board Certification. Dr. Cook introduced Dr. Maggie Westhoff who congratulated the candidates who received National Board Certification: Linda Armbruster, Washington School; Lee Deremo, Sahuaro School; Jackie Krzak, Lookout Mountain School; Jennifer Lauzon, Acacia School; Sara Pearson, Washington School; and Amanda Taylor, Lookout Mountain School. All candidates who received the National Board Certification were presented with a sterling silver NBC pin. Dr. Westhoff acknowledged and thanked the following support staff who worked with the NBC candidates: Barbara Post, Administrator for Gifted Services; Nancy Lehmann, teacher at Ocotillo Elementary School; and Jill Mirza, teacher at Ocotillo Elementary School.

Dr. Westhoff also congratulated the teachers who have renewed their National Board Certification (NBC) Certificate: Leah Esmont, Washington School, and Nina Mikulich, Washington School. Candidates who renewed their certification received a glass paperweight with the NBC symbol on it.

Mr. Maza congratulated the NBC candidates on behalf of the Governing Board and stated that receiving the NBC Certificate was a distinction of the high quality of teaching and learning. He thanked the candidates for being an example to the rest of the WESD staff. Mr. Maza also thanked Dr. Westhoff and Ms. Post for their hard work and efforts.

H. Public Participation

There was public participation. Ms. Sheryl Kronenberg advised that the Washington District Education Association (WDEA) and the Washington Education Foundation (WEF) will be partnering with the District to celebrate the annual Read Across America program. The kick-off breakfast will be called the "culmination" breakfast this year and will be held on March 2, 2012 at Ironwood Elementary School at 7:00 a.m.. Ms. Kronenberg invited everyone, including Governing Board members, to read to students at one of the District's schools following the breakfast. Popcorn and cups were provided to Board members in honor of the movie based on the Dr. Seuss book, The Lorax, which will be released on March 2, 2012.

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I. Approval of the Consent Agenda

UNANIMOUS

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

II. CONSENT AGENDA

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

UNANIMOUS

Approved and ratified the vouchers as presented.

***B. Personnel Items**

UNANIMOUS

Approved the personnel items as presented.

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

UNANIMOUS

Approved the public gifts and donations as presented.

1. Rodel Foundation of Arizona donated a check in the amount of \$6,466.00 to be used for the MAC-Ro Math Program for the benefit of participating students at Desert View, Mountain View, Shaw Butte, and Sunnyslope Schools.
2. Campos Creative School Portraits donated a commission check in the amount of \$376.00 for the benefit of students at Arroyo Elementary School.
3. Safeway Diversity Board donated 48 - \$25.00 Safeway gift cards for a total value of \$1,200.00 for the benefit of families in need in the Cactus Wren Elementary School community.
4. Kroger (Fry's Food Stores) donated a VIP Shopper's Card commission check in the amount of \$1,000.00 for the benefit of students at Desert Foothills Junior High School.
5. Kroger (Fry's Food Stores) donated a VIP Shopper's Card commission check in the amount of \$500.00 for the benefit of students at Ironwood Elementary School.
6. Kroger (Fry's Food Stores) donated a VIP Shopper's Card commission check in the amount of \$500.00 for the benefit of students at Mountain View School.
7. Box Tops for Education (General Mills) donated a check in the amount of \$425.80 to be used to purchase books for the library for the benefit of students at Mountain Sky Junior High School.
8. Southwest Desert Cardiology donated toys with an approximate value of \$500.00 for the benefit of McKinney-Vento students at Orangewood School.
9. Baseline Trees donated a tree with an approximate value of \$700.00 which was planted in memory of an Orangewood School student who passed away.
10. Ontime Nuclear Imaging, LLC donated toys with an approximate value of \$800.00 for the benefit of McKinney-Vento students at Orangewood School.
11. Assistance League of Phoenix donated 214 books with an approximate value of \$2,761.86 for the benefit of kindergarten and 3rd grade students at Sunnyslope School.

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12. Assistance League of Phoenix donated 470 books with an approximate value of \$7,073.00 for the benefit of 2nd grade, 4th-6th grades, and 8th grade students at Sunnyslope School.
13. Royal Palm Middle School students and staff donated \$645.00 for a monument in honor of Math teacher, Bonnie Novaky, who passed away this year.
- *D. Extension and Renewal of Annual Contract for Specified Goods and Services **UNANIMOUS**
- *E. Annual Intergovernmental Cooperative Purchase Agreements with the Greater Phoenix Purchasing Consortium of Schools (GPPCS) and Strategic Alliance for Volume Expenditures (SAVE) **UNANIMOUS**
- *F. Annual Intergovernmental Cooperative Purchase Agreements with the Mohave Educational Services Cooperative (MESC) and State Procurement Office (SPO) **UNANIMOUS**
- *G. Issue RFP for Specified Services – Magazine Subscriptions and On-line Resources to Support Social Studies **UNANIMOUS**
- *H. Acceptance of the Target Grant in the Amount of \$700.00 and the Walmart Foundation Grants in the Amount of \$3,000.00 **UNANIMOUS**

III. ACTION / DISCUSSION ITEM

- A. Refiling of Lookout Mountain Elementary School as a Single Plat and Dedication of a Right of Way Easement to City of Phoenix** **UNANIMOUS**

Dr. Cook advised the Board that they were being presented information regarding the need to refile information with the City of Phoenix regarding Lookout Mountain Elementary School. Dr. Cook introduced Ms. Cathy Thompson, Director of Business Services, and advised the Board that Mr. David Schmidt from Orcutt/Winslow Partnership was available to answer questions.

Ms. Thompson reviewed the recommendations that the District will submit to the City of Phoenix regarding the easements and combining the two separate pieces of land as a single plat.

Mrs. Lambert asked if anyone knew why the site was originally recorded as two separate pieces of land. Ms. Thompson responded that she did not know the history of the property. Mr. Schmidt stated that he did not know why it was recorded as two pieces of land. He stated that it was not uncommon because when the original owner subdivided the property, they may not have intended it to be a school. He advised that refile as a single plat was necessary because the City of Phoenix does not like the fact that the District may be draining water from one site to another in the event that the property could theoretically be sold as separate pieces of land. Therefore, the District is recommending refile as a single plat.

A motion was made by Mr. Jahneke that the Governing Board approve the submittal of a request to file and record Lookout Mountain Elementary School as a single plat of land. Mr. Jahneke further moved that the Governing Board approve the submittal of a request to the City of Phoenix to abandon the current 55 foot easement and to replace it with a 30 foot right of way easement along Coral Gables Drive (the 25 foot right of way easement along Central Avenue will remain as is). Mr. Jahneke also moved that the Governing Board authorize the Superintendent to execute all documents related to the transactions. The motion was seconded by Ms. Graziano. The motion carried.

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IV. INFORMATION / DISCUSSION ITEMS

A. Truancy Prevention Unit (TPU) Update

UNANIMOUS

Dr. Cook advised the Board that due to a personal crisis in Mr. John Shikany's family, he was unable to attend the meeting to present the TPU Update. She recommended that the agenda item be tabled until the February 9, 2012 Governing Board meeting.

Mrs. Lambert made a motion that the Information / Discussion Item – Truancy Prevention Unit (TPU) Update be tabled until the February 9, 2012 Governing Board meeting. The motion was seconded by Mr. Adams. The motion carried.

B. Arizona School Boards Association (ASBA) Legislative Workshop and the ASBA and Arizona School Administrators (ASA) Annual Conference Update

Dr. Cook advised that Ms. Graziano requested an update regarding the ASBA Legislative Workshop and the ASBA and ASA Annual Conference as a future agenda item. Therefore, the agenda item was presented for the attendees' (Mr. Adams, Ms. Graziano, and Mrs. Lambert) update.

Mr. Adams recused himself from the update presentation as he attended the conference in a different capacity, not representing the Governing Board.

Mrs. Lambert reported that legal issues were presented at the Legislative Workshop. She reviewed the information from the breakout sessions she attended and provided Board members with copies of the PowerPoint presentations from the "Digital and Blended Learning" and "Move on When Reading" workshops.

Mrs. Lambert commented that she appreciated the following quote made by one of the guest speakers: "Poorly educated people become desperate and we end up either caring for them or fearing them."

Ms. Graziano reported that State Superintendent of Public Instruction Huppenthal attended the Legislative Workshop where he stated that the main focus of his department is customer service. Ms. Graziano advised that there was an interesting roundtable discussion with four State Representatives: Senator Rich Crandall, Representative Doris Goodale, Representative Eric Meyer, and Senator David Schapira.

Ms. Graziano commented on the breakout session she attended regarding Superintendent contracts which will now include performance pay. A suggestion made in the session was to make it similar to the teachers' performance pay which is approximately 1%-3%. Ms. Graziano stated that the performance pay recommendation must be presented at a public meeting of the Governing Board.

Ms. Graziano stated that the "Move on When Reading" program concerned her because the State Department of Education plans to have very prescriptive measures for the students who fall below the third grade reading level and are not promoted. Ms. Graziano acknowledged the District's work on the program to ensure that its students do not get into that position.

Mrs. Lambert and Ms. Graziano thanked the Board for allowing them to attend the worthwhile conference.

Mr. Adams thanked Mrs. Lambert and Ms. Graziano for the very detailed report.

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Mr. Maza appreciated having the item on the Agenda and thanked Mrs. Lambert and Ms. Graziano for the update.

V. FUTURE AGENDA ITEMS

There were no future agenda items.

VI. GOVERNING BOARD AND SUPERINTENDENT ACKNOWLEDGMENTS

There were no acknowledgments.

VII. CALL FOR EXECUTIVE SESSION

UNANIMOUS

Call for Executive Session: Pursuant to A.R.S. §38-431.03 – A.3 and A.5

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

- A.3 – Discussion or consultation for legal advice with the attorney or attorneys of the public body regarding the new law pertaining to superintendent contracts (A.R.S. §15-341[A][40]).
- A. 5 – Discussions or consultations with the designated representative of the public body in order to consider its position and instruct its representatives regarding negotiations with employee organizations regarding the salaries, salary schedule, or compensation paid in the form of fringe benefits of employees of the public body – specifically regarding the 2012 Interest-based Negotiation (IBN) process.

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

VIII. RECESSING OF REGULAR MEETING FOR EXECUTIVE SESSION

IX. EXECUTIVE SESSION – GENERAL FUNCTION

A. Call to Order and Roll Call

B. Confidentiality Statement

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

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

- A.3 – Discussion or consultation for legal advice with the attorney or attorneys of the public body regarding the new law pertaining to superintendent contracts (A.R.S. §15-341[A][40]).

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

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

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X. RECONVENING OF REGULAR MEETING

XI. ADJOURNMENT

UNANIMOUS

A motion was made by Mr. Adams to adjourn the meeting at 9:20 p.m. The motion was seconded by Mrs. Lambert. The motion carried.

SIGNING OF DOCUMENTS

Documents were signed as tendered by the Governing Board Secretary

BOARD SECRETARY

DATE

BOARD OFFICIAL

DATE

January 26, 2012

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
 FROM: Dr. Susan J. Cook, Superintendent Discussion
 Information
 1st Reading
 DATE: February 9, 2012
 AGENDA ITEM: *Approval/Ratification of Vouchers
 INITIATED BY: Elizabeth Martinez, Accounting Manager
 SUBMITTED BY: David Velazquez, Director of Finance
 PRESENTER AT GOVERNING BOARD MEETING: Cathy Thompson, Director of Business Services
 GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA, DK and A.R.S. §15-321

SUPPORTING DATA

Funding Source: Various
 Budgeted: Yes

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

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

01/27/12	2,781,702.66
Totals:	<u>2,781,702.66</u>

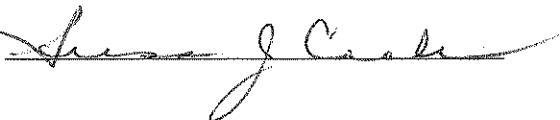
APPROVE/RATIFY FY 11/12 EXPENSE VOUCHERS (warrants for services and materials, payroll expense):

01/13/12	21,342.04
01/18/12	4,760,239.93
01/25/12	949,081.14
Totals:	<u>5,730,663.11</u>

SUMMARY AND RECOMMENDATION

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

Assistant Superintendent



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

Agenda Item *II.A.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO:	Governing Board	<u> X </u>	Action
		<u> </u>	Discussion
FROM:	Dr. Susan J. Cook, Superintendent	<u> </u>	Information
		<u> </u>	1st Reading
DATE:	February 9, 2012		
AGENDA ITEM:	<u>*Personnel Items</u>		
INITIATED BY:	<u>Justin Wing, Director of Human Resources</u>	SUBMITTED BY:	<u>Justin Wing, Director of Human Resources</u>
PRESENTER AT GOVERNING BOARD MEETING:	<u>Justin Wing, Director of Human Resources</u>		
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:	<u>BBA</u>		

SUPPORTING DATA

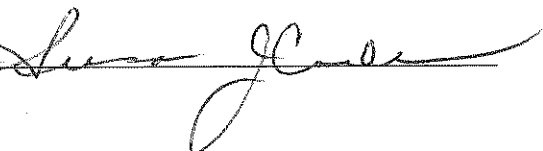
Funding Source: Various
Budgeted: Yes

The attached personnel actions are presented for approval.

SUMMARY AND RECOMMENDATION

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

Superintendent



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

Agenda Item *II.B.

PERSONNEL ACTION RECOMMENDED**February 9, 2012****I. RESIGNATIONS, RETIREMENTS, EXCESSES, AND LEAVES OF ABSENCE****A. ADMINISTRATIVE**

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Isherwood	Candace	Assistant Principal	Orangewood	Retirement	6	6/12/2012
Menaugh	Karen	Principal	Roadrunner	Retirement	23	6/12/2012

B. CERTIFIED

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Carey	Stanton	Teacher-Music	John Jacobs	Retirement	25	5/31/2012
Chinni	Margaret	Teacher-5th Grade	Shaw Butte	Resignation	10	5/31/2012
Daniels	Debra	Academic Intervention Specialist	Acacia	Retirement	37	5/31/2012
Evans	Janice	Teacher-PE	Maryland	Retirement	23	5/31/2012
Froncek	Katherine	Teacher-2nd Grade	Washington	Retirement	26	5/31/2012
Kester	Mary Beth	Academic Intervention Specialist	Alta Vista	Resignation from Leave of Absence	8	1/30/2012
Koestner	W. Dan	Teacher-5th Grade	Maryland	Retirement	19	5/31/2012
Kronenberg	Sheryl	Program Coach	Cactus Wren	Retirement	31	5/31/2012
Lehman	Nancy	Teacher-2nd Grade	Ocotillo	Retirement	20	5/31/2012
Long	Sandra	Teacher-Reading	Desert Foothills	Retirement	30	5/31/2012
Marshall	Bonnie	Teacher-3rd Grade	John Jacobs	Retirement	25	5/31/2012
Meredith	Wendy	Teacher-3rd Grade	Sunset	Resignation	1.5	2/17/2012
Miller	Loretta	Teacher-CCSC	Alta Vista	Retirement	25	5/31/2012
Mortazavi	Marcelle	Teacher-Gifted	Lookout Mountain/Moon Mountain	Retirement	16	5/31/2012
Mullins	Derek	Teacher-CCB	Lookout Mountain	Retirement	8	5/31/2012
Nalette	Susan	Teacher-LD	Mountain View	Retirement	25	5/31/2012
O'Keefe	Karen	Academic Intervention Specialist	Mountain View	Retirement	15	5/31/2012
Peters	Mary	Teacher-CCSC	Sweetwater	Retirement	21	5/31/2012
Reese	Lanni	Teacher-1st Grade	Sahuaro	Retirement	20	5/31/2012
Renning	Gail	Teacher-1st Grade	Sunset	Retirement	33	5/31/2012
Rogers	Shirley	Teacher-Kindergarten	Lookout Mountain	Retirement	36	5/31/2012
Ross	Audrey	Academic Intervention Specialist	Sunnyslope	Retirement	43	5/31/2012
Salée	Keri	Teacher-Science	Mountain View	Resignation	3	5/31/2012
Steward	Mardelle	Teacher-6th Grade	Lookout Mountain	Retirement	15	5/31/2012
Thomas	Patricia	Teacher-Reading	Palo Verde	Leave of Absence for 2012-2013 FY		7/1/2012
Tiras	Evan	Teacher-Social Studies	Mountain View	Resignation	5	5/31/2012
Turner	Lynne	Teacher-Kindergarten	Lookout Mountain	Retirement	23	5/31/2012
Turner-Harrison	Rhonda	Teacher-Computers	Palo Verde	Resignation	9	1/27/2012
Wilkman	Helen	Academic Intervention Specialist	Ironwood	Resignation	13	5/31/2012
Williams	Lauri	Teacher-Kindergarten	Moon Mountain	Retirement	20	5/31/2012
Wright	Theresa	Teacher-Reading	Lookout Mountain	Resignation	7	5/31/2012

C. FULL-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Akers	Joyce	Office Manager	Cactus Wren	Retirement	26	6/12/2012
Coffey	Sharon	Accounts Payable Technician	Finance	Retirement	9	2/24/2012
Evans	Heather	Food Service Manager	Moon Mountain	Retirement	20	5/31/2012
Warriner	Autumn	Insurance Coordinator	Human Resources	Resignation	3	2/17/2012

PERSONNEL ACTION RECOMMENDED**February 9, 2012****C. FULL-TIME CLASSIFIED (continued)**

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Goldberg	Ellyne	Kidspace Program Manager	Ironwood/Lookout Mountain/Richard Miller	Retirement	22	5/31/2012
Jefferson	Linteshia	Social Worker	Washington	Resignation	4.5	2/3/2012
Leviness	Gail	Occupational Therapist	Special Services	Retirement	8	5/31/2012
Logerquist	Sally	Psychologist	Special Services	Retirement	7	6/15/2012
Roberts	Roberta	Lead Assistant	Special Services	Retirement	20	5/30/2012
Rose	Cheryl	Office Technician	Acacia	Resignation	12	2/3/2012
Swanson	June	Special Ed. Assistant	Mountain Sky	Position Ended	2 mo.	1/27/2012
Wessel	Amy	Office Manager	Orangewood	Retirement	22	6/12/2012

D. PART-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Brass	Linsdey	Kidspace Assistant	Acacia	Resignation	1.5	1/25/2012
Chavez	Shirley	Special Ed. Assistant	Sweetwater	Retirement	18	5/30/2012
Davidson	Carolyn	Paraprofessional	Alta Vista	Retirement	26	5/30/2012
Fogt	Jane	Paraprofessional	Roadrunner	Retirement	32	5/30/2012
Goding	Heidi	Paraprofessional	Acacia	Resignation	4	2/10/2012
Hansbrough	Raynesha	Food Service Helper	Maryland	Resignation	5 mo.	1/24/2012
Hays	Constance	Paraprofessional	Chaparral	Resignation	3 wks.	1/27/2012
Henderson	Melissa	Bus Driver	Transportation	Resignation	6 mo.	2/10/2012
Jones	Betty	Occupational Therapist	Special Services	Retirement	25	5/31/2012
Ledbetter	Charles	Crossing Guard	Ironwood	Resignation	2	1/23/2012
Maldonado	Judy	Paraprofessional	Manzanita	Resignation from Leave of Absence	14	1/20/2012
Martin	Larry	Bus Driver	Transportation	Resignation	2 mo.	1/20/2012
Mullins	Trudy	Special Ed. Assistant	Lookout Mountain	Retirement	3	5/30/2012
O'Dell	Paul	Bus Driver	Transportation	Resignation	6 mo.	2/3/2012
Osteen	Mary	Paraprofessional	Ocotillo	Resignation	5 mo.	1/27/2012
Roberts Jr.	George	Monitor	Orangewood	Resignation	4 mo.	1/11/2012
Rose	Kristin	Paraprofessional	Orangewood	Resignation	11	1/31/2012
Ryan	Thomas	Paraprofessional	Washington	Termination	4 mo.	1/27/2012
Vasquez	Jacinta	Food Service Helper	Sunnyslope	Resignation	10	1/19/2012
Walter	Jeffrey	Bus Assistant	Transportation	Resignation	1	1/17/2012
Walter	Jennifer	Personal Care Provider	Lookout Mountain	Resignation	4 mo.	1/27/2012
Walters	Jane	Paraprofessional	Moon Mountain	Retirement	17	5/30/2012
Wilson	Anita	Office Technician	Sunset	Resignation	6 mo.	1/13/2012
Young	Danah	Special Ed. Assistant	Sweetwater	Retirement	25	5/30/2012

II. EMPLOYMENT**A. ADMINISTRATIVE**

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
Bonnette	Shannon	Principal	E	Richard Miller

B. CERTIFIED

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
McIntyre	Amanda	Teacher-Social Studies	E	Palo Verde
Pollard	Kristin	Teacher-Math	E	Royal Palm
Randle	Debra	Teacher-1st Grade	E	Washington

PERSONNEL ACTION RECOMMENDED**February 9, 2012****C. FULL-TIME CLASSIFIED**

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
Mejia	Irma	Night Custodian	E	Roadrunner

D. PART-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION	
Armstrong	Marian	Food Service Helper	E	Food Services	
Ballard	Kayla	Food Service Helper	E	Sweetwater	
Campa	Millie	HeadStart Instructor	E	Alta Vista	Return from Leave of Absence
Cassidy	Valerie	Office Technician	E	Manzanita	Return from Leave of Absence
Dumar	Monique	Paraprofessional	N	Cactus Wren	New Program
Jovanovich	Angelina	Kidspace Assistant	E	Lookout Mountain	
Lee	Karissa	Computer Assistant	E	Lookout Mountain	
Lester	Randy	Bus Assistant	E	Transportation	
Marion	Donna	Bus Driver	E	Transportation	
McClain	Bobbi	Special Needs Assistant	E	John Jacobs	
Mebane	Diann	Bus Driver	E	Transportation	
Ravitz	Gail	Special Needs Assistant	E	Lookout Mountain	
Rodriguez	Alexis	Instructional Assistant	E	Sunburst	
Sharma	Rashell	Food Service Helper	E	Alta Vista	
Spiller Jr.	Richard	Bus Driver	E	Transportation	
Styre	Masato	Bus Driver	E	Transportation	

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:	February 9, 2012		
AGENDA ITEM:	<u>*Public Gifts and Donations (The Value of Donated Items is Determined by the Donor)</u>		
INITIATED BY:	<u>Dr. Susan J. Cook, Superintendent</u>	SUBMITTED BY:	<u>Dr. Susan J. Cook, Superintendent</u>
PRESENTER AT GOVERNING BOARD MEETING:	<u>Dr. Susan J. Cook, Superintendent</u>		
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:	<u>BBA and A.R.S. §15-341</u>		


SUPPORTING DATA

Funding Source: Donations
Budgeted: N/A

1. Dennis Millenacker donated books and bean bag chairs with an approximate value of \$4,525.77 to be used for part of the library, dedicated as "Bobby's Corner" at Ironwood Elementary School (family donation in memory of their son who passed away in 1983).
2. Taylor Guitars donated an electric guitar and case with an approximate value of \$2,500.00 for the benefit of music students at Orangewood School.
3. Royal Palm Middle School staff donated \$491.95 for a monument in honor of Math teacher, Bonnie Novaky, who passed away this year.
4. DonorsChoose.org donated eight books with an approximate value of \$360.00 for the benefit of students at Sunset Elementary School.

SUMMARY AND RECOMMENDATION

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

Superintendent 

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

Agenda Item *II.C.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
 FROM: Dr. Susan J. Cook, Superintendent Discussion
 Information
 1st Reading
 DATE: February 9, 2012
 AGENDA ITEM: *Out-of-County/State Field Trip
 INITIATED BY: School and Departments as Presented SUBMITTED BY: Administrative Services,
 Curriculum, Accounting and
 Purchasing Departments
 PRESENTER AT GOVERNING BOARD MEETING: Dr. Lyn Bailey, Assistant Superintendent for
 Administrative Services
 GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA, IJOA and A.R.S. §15-341

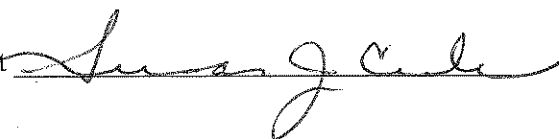
SUPPORTING DATA

Funding Source: See Attached
 Budgeted: N/A

- Audrey Hess, Chaparral Elementary School, submitted an out-of-county/state field trip request to the Arizona Renaissance Festival, Apache Junction, AZ, February 14, 2012, for 6th grade students at a cost of \$2,109.00.

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: 2/9/2012

School: Chaparral	Departure Date: 2/14/2012	Return Date: 2/14/2012
Destination of Field Trip: Arizona Renaissance Festival Hwy 60 Past Kings Road Apache Junction, AZ		
# of Student Participants: 68	Grade Level(s): 6	# of Chaperones (1:8): 9
Cell Phone Number of Person Attending Trip: 602-896-5355	# of Additional Chaperones Needed (Over 1:8): 0	
Person Requesting Trip/Contact at Board Meeting: Audrey Hess	# of Additional Adults - paying their own way: 0	

Summary of Event/Purpose:

We will attend the Renaissance Festival to learn about the Renaissance Period.

Educational Use:

Students will be studying the Middle Ages and Renaissance in Social Studies. The Renaissance Festival will help them identify with what life was like during this time period.

Objective: The student will be able to demonstrate an understanding of how the Renaissance and Reformation influenced education, art, religion, and government in Europe by:

- describing how the Renaissance was a time of renewal and advancement in Europe:

- rebirth of Greek and Roman ideas

- new ideas and products as a result of trade

- the arts

- science

SS06-S2C4-01 Connect with: Strand 3 Concept 5; Strand 4 Concept 2, 4, 5; Strand 5 Concept 1, 2

SS06-S2C4-01

- describing the contributions or accomplishments of the following individuals during the Renaissance and Reformation:

- o Leonardo da Vinci

- o Michelangelo

- o Gutenberg

- o Martin Luther

SS06-S2C4-02 Connect with: Strand 3 Concept 1; Strand 4 Concept 4

SS06-S2C4-02

Itinerary:

Date	Departure Site	Departure Time	Arrival Site	Arrival Time	Mode of Transportation	Phone Number for Hotel / Event Location
2/14/2012	Chaparral School, 3808 W Joan de Arc, Phoenix, AZ 85029	8:15 AM	Renaissance Festival, Hwy 60/Kings Road, Apache Junction, AZ	9:15 AM	Charter Bus	520-463-2600 x 103
2/14/2012	Renaissance Festival, Hwy 60/Kings Road, Apache Jctn, AZ	2:15 PM	Chaparral School, 3808 W Joan de Arc, Phoenix, AZ	3:15 PM	Charter Bus	520-463-2600 x 103

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

Overnight Chaperone Plan Attached: No

Principal Signature:

Ken Schofield

1/31/2012

Additional Information

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

We will use PTA money to assist students that are unable to pay themselves.

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

Accommodations for students with special circumstances are needed: No

If yes, what accommodations are needed:

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

Is this the entire grade level: Yes

If no, how many students are in the grade level? 68

Is this a club or after-school class? No

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

Chaparral 6th grade students.

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

Students that chose not to attend will be placed in a buddy classroom for the day.

Chaperones:

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

If no, what are the arrangements for class coverage?

Student who chose not to attend will be placed in a buddy classroom for the day.

Name	Certified/Non-Certified/Parent	Class Coverage Needed	Chaperone(Additional adults paying own way are not considered chaperones.)
Dawn Gunn	Parent	No	Yes
Sherry Lerner	Parent	No	Yes
Tracy Holohan	Certified	No	Yes
Audrey Hess	Certified	No	Yes
Kaye Bahr	Certified	No	Yes
Samuel Dimas	Parent	No	Yes
Janelle Ross	Parent	No	Yes
Jamie Mueller	Certified	No	Yes
Lana Barkley	Parent	No	Yes

Academic Services Signature: Natalie McWhorter 2/1/2012

Administrative Services Signature: Lyn Bailey 2/1/2012

Out-of-County/State Field Trip Cost Sheet

IMPORTANT - MUST CHECK ONE																													
All out-of-state field trips MUST use District approved (contracted) travel agent. Quote should include all lodging, transportation, entry fees, travel agent fee, and food. Exception would be food individually purchased outside of quote or sack meals.	All out-of-county field trips must use District approved (contracted) charter buses if not using District owned buses.																												
This is an out-of-state field trip and travel agent quote is attached: No	This is an out-of-county field trip and charter bus quote is attached: Yes This is an out-of-county field trip using District buses: No																												
<table style="width: 100%; border: none;"> <tr><td style="width: 5%; text-align: right;">\$</td><td>Travel Agent Quote</td></tr> <tr><td style="text-align: right;">\$</td><td>Travel Insurance (optional)</td></tr> <tr><td style="text-align: right;">\$</td><td>Substitute</td></tr> <tr><td style="text-align: right;">\$</td><td>Food</td></tr> <tr><td style="text-align: right;">\$</td><td>Other</td></tr> <tr><td style="text-align: right;">\$</td><td>Total Cost of Trip</td></tr> </table>	\$	Travel Agent Quote	\$	Travel Insurance (optional)	\$	Substitute	\$	Food	\$	Other	\$	Total Cost of Trip	<table style="width: 100%; border: none;"> <tr><td style="width: 5%; text-align: right;">\$ 0.00</td><td>Lodging</td></tr> <tr><td style="text-align: right;">\$ 0.00</td><td>Food: Sack Lunch</td></tr> <tr><td style="text-align: right;">\$ 1,659.00</td><td>Transportation</td></tr> <tr><td style="text-align: right;">\$ 450.00</td><td>Registration/Entry Fees</td></tr> <tr><td style="text-align: right;">\$ 0.00</td><td>Travel Insurance (optional)</td></tr> <tr><td style="text-align: right;">\$ 0.00</td><td>Other:</td></tr> <tr><td style="text-align: right;">\$ 0.00</td><td>Substitute Funding Source:</td></tr> <tr><td style="text-align: right;">\$ 2,109.00</td><td>Total Cost of Trip</td></tr> </table>	\$ 0.00	Lodging	\$ 0.00	Food: Sack Lunch	\$ 1,659.00	Transportation	\$ 450.00	Registration/Entry Fees	\$ 0.00	Travel Insurance (optional)	\$ 0.00	Other:	\$ 0.00	Substitute Funding Source:	\$ 2,109.00	Total Cost of Trip
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\$ 0.00	Travel Insurance (optional)																												
\$ 0.00	Other:																												
\$ 0.00	Substitute Funding Source:																												
\$ 2,109.00	Total Cost of Trip																												
Totals are estimates only, based on number of anticipated students/adults and are subject to change.																													

68 # Students Participating

 # of Chaperones: 9

 (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: \$31.01

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

- Auxiliary Operations (Fund 525 - fee based)
- Gifts & Donations (Fund 530 - donation based)

X - PTA/PTO

X - Student Activities (Fund 850 - fundraising based)

X - Tax Credit (Fund 526 - donation based)

This expenditure was reviewed for compliance with designated and/or qualifying funding sources.	Finance Signature Elizabeth Martinez	2/1/2012
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This expenditure was reviewed for compliance with applicable procurement laws and regulations.	Purchasing Signature Howard Kropp	2/1/2012
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American TransPorter Service, LLC

P. O. Box 30096
Mesa, AZ 85275

Phone: (480) 924-5272 Toll Free (877) 806-2850
Fax: (480) 807-0356

Website: www.amtransporter.com
Email: dane@amtransporter.com

Charter Terms and Conditions

Audrey Hess
chaparral Elementary
3808 W. Joan D Ark
Phoenix, AZ 85029

Monday, January 30, 2012

Charter No. : **4789**

Phone: **602-896-5300**

Fax:

Order Date **01/30/12**

SalesRep: **Dane Porter**

The attached Charter **4789** in the amount of **\$1,659.00** is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit. These terms and conditions are a binding contract.

RATES:

The charges for your charter coach are based on the original information we received. Additional hours or services will be billed at the listed service rate. Additional coaches or hours not agreed upon at the time of booking can usually be accommodated by having the driver call for an adjusted price prior to any services rendered. The chartering party is responsible for any toll, parking, entrance fees and driver lodging and/or attractions. Fuel sur charges may apply to reservations when there is a subsequent increase to fuel pricing. Payment can be made with cash, check, purchase orders and credit card. All returned checks are subject to \$35.00 fee. All credit card transactions will be charged a 3% processing fee.

DEPOSITS:

A deposit of \$250.00, as listed on your contract, is due within ten days of receiving the contract. Reservations will also be held with an active credit card on file. Failure to send or hold the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 15 days in advance of your trip. Trips cancelled on the day of will be charged full contracted charter amount. A \$250.00 deposit per coach is required on all trips that have alcoholic beverages on board. Alcohol is prohibited on the coach unless deposit arrangements and agreements have been made prior to the charter date. This deposit is refundable if the coach is returns in the same condition as departed. No kegs or glass containers are allowed on board. All beverages must be in paper, cans or plastic.

PROHIBITED SUBSTANCES:

Smoking, drugs, and illegal items are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

FEDERAL REGULATIONS:

Final itineraries must be received by at least 7 days prior to departure for safety review.

The Department of Transportation has adopted certain regulations for the protection and safety of both the customer and the driver. Drivers are limited to:

1. 15 consecutive hours on duty in any one day, of this 15 hours.
2. Of this, a maximum of 10 hours may be actual driving hours by a driver.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving.

DISCLAIMER:

American TransPorter Service, LLC is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party and will be invoiced for all damage incurred.

American TransPorter Service, LLC reserves the right to substitute equipment if in our sole discretion a substitution is necessary. We reserve the right to refuse to transport any person(s) whose conduct is

American TransPorter Service, LLC

P. O. Box 30096
Mesa, AZ 85275

Phone: (480) 924-5272 Toll Free (877) 806-2850
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Website: www.amtransporter.com
Email: dane@amtransporter.com

Charter Terms and Conditions

Audrey Hess
chaparral Elementary
3808 W. Joan D Ark
Phoenix, AZ 85029

Monday, January 30, 2012

Charter No. : **4789**

Phone: **602-896-5300**

Fax:

Order Date **01/30/12**

SalesRep: **Dane Porter**

objectionable to the peace and safety of passengers, driver, staff or motor coach. This agreement shall be governed and construed according to the laws of the State of Arizona, and shall be deemed to have been executed in Phoenix, Arizona. In the event that any dispute arise which relates to this agreement, the prevailing party shall be entitled to an award of its costs and attorney's fees, whether or not litigation is initiated.

American TransPorter Service, LLC is not responsible for any delays or non-performance from acts of nature, authority of law, mechanical failure, traffic, road or weather conditions or any other causes beyond our control. The customer agrees to take such contingencies into consideration when determining departure and arrival times. Under no circumstances shall **American TransPorter Service, LLC** liability exceed the price of the charter trip. **American TransPorter Service, LLC** reserves the right to substitute equipment and/or subcontract to another transportation company subject to the conditions of this agreement.

I, the undersigned, do hereby agree to all policies outlined above.

Charter Party Signature

Date

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:	February 9, 2012		
AGENDA ITEM:	<u>*Out-of-State Travel</u>		
INITIATED BY:	<u>Maggie Westhoff, Director of Professional Development</u>	SUBMITTED BY:	<u>Maggie Westhoff, Director of Professional Development</u>
PRESENTER AT GOVERNING BOARD MEETING:	<u>Maggie Westhoff, Director of Professional Development</u>		
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:	<u>BBA</u>		

SUPPORTING DATA

Funding Source: Title IIA
Budgeted: Yes

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

1. Pauline McKinney, 3rd Grade/Lead Technology Teacher, and Valerie Miles, Technology Teacher, Northwest Christian School, to attend Computer Using Educators (Technology Conference), March 15-17, 2012, in Palm Springs, CA, at a cost of \$2,726.00.

SUMMARY AND RECOMMENDATION

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

Superintendent



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

Agenda Item *II.E.

WASHINGTON ELEMENTARY SCHOOL DISTRICT #6
DATE OF BOARD AGENDA ITEM - February 9, 2012

OUT-OF-STATE TRAVEL REQUEST FORM

Name of Traveler(s) <i>(as it appears on your driver's license)</i>	Position	School/Department
Pauline McKinney	3rd Grade/ Lead Technology Teacher	Northwest Christian School
Valerie Miles	Technology Teacher	Northwest Christian School

CONFERENCE INFORMATION:

CONFERENCE TITLE:	Computer Using Educators
TRAVEL DATES:	March 15 – 17, 2012
CONFERENCE LOCATION:	Palm Springs, California
SOURCE OF FUNDING: Description:	Title IIA Registration Funds (Funding Source)
Registration Account Code:	Total
	140 100 2200 6331 101 0000 \$ 520.00
SOURCE OF FUNDING: Description:	Title IIA Travel Funds (Funding Source)
Travel Account Code:	Total
	140 100 2200 6580 101 0000 \$ 2,206.00
SOURCE OF FUNDING: Description:	Substitute Funds (Funding Source)
Substitute Account Code:	Total
	6129 \$

PURPOSE OF TRAVEL: The Northwest Christian School team will attend this technology conference to increase their awareness and skills to integrate technology in education as it impacts instruction within the classrooms. The school's goal is to impact student success through the use of technology that is affordable as well as "usable" for the average teacher. The team will use knowledge gained to support teachers in their integration of technology into all content areas. Conference sessions will be carefully chosen to reflect classroom needs as well as the viability of use on the campus of NCS. This conference supports the school's focus on curriculum mapping with technology integration, and will provide opportunities for sharing with various content areas during regularly scheduled professional development.

MAXIMUM COSTS:

REGISTRATION FEE:	\$ 520.00
MEALS	\$ 430.00
LODGING:	\$ 1,278.00
SUBSTITUTES	\$
TRANSPORTATION:	\$ 498.00
AIR	\$
CAR RENTAL/PARKING	\$
BUS/TAXI/SHUTTLE	\$
TOTAL COST:	\$ 2,726.00

SIGNATURES

Joanne Roberts
Supervisor

Dawna Underwood
Supervisor

Maggie Westhoff
Budget Manager

COMMENTS: Per No Child Left Behind, private schools in our area are entitled to Title II funds.

Please Note: Actual costs may occasionally vary from estimated amounts. Therefore, reimbursement for actual costs which exceed estimates, yet do not exceed the maximum reimbursement allowed by statute, will be subject to approval by the Superintendent or designee.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
 FROM: Dr. Susan J. Cook, Superintendent Discussion
 Information
 1st Reading
 DATE: February 9, 2012
 AGENDA ITEM: *Processing Credit Cards at the CNG Pumps Agreements
 INITIATED BY: Cathy Thompson, Director of Business Services SUBMITTED BY: Cathy Thompson, Director of Business Services
 PRESENTER AT GOVERNING BOARD MEETING: Cathy Thompson, Director of Business Services
 GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: Alternative Fuel Fund 902
 Budgeted: Yes

Several years ago the Washington Elementary School District (WESD) was awarded a grant for equipment that would enable the District to compress natural gas for use in school buses and other vehicles that were purchased to meet the new alternative fuel guidelines. This grant required the District to allow the public to access pumps outside our transportation site for fueling their vehicles. Beginning in 1998, WESD began providing access to the public for fueling and entities such as City of Phoenix, Southwest Gas, Peoria School District and many others that rely on this fueling station for their alternative fuel vehicles. Payment must be made at the pumps by credit card only and the District has existing agreements in place with Brennes-Jones Group and other vendors to process credit card payments as a merchant vendor.

Recently Heartland Payment Systems acquired the WESD account from The Brennes-Jones Group. This necessitates a new agreement with Heartland Payment Systems in order to complete the transition. The terms, rights and obligations under the current contract will continue, and the District will not incur any additional charges or fees as our account is transitioned over to Heartland. In order to provide optimum service, the District will need to reauthorize Heartland as the payment processor with each of the credit card companies whose cards are currently accepted at the WESD fueling pumps. These companies include Visa, Mastercard, Discover, American Express, Voyager Fleet Cards, and Wright Express Fleet Cards.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board authorize entering into agreements with Heartland Payment Systems and any necessary credit card provider groups to process credit card transactions at the District fuel pumps available to the public. It is further recommended that the Governing Board authorize the Superintendent to execute the required documents.

Superintendent



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

Agenda Item *II.F.

***Processing Credit Cards at the CNG Pumps Agreements**

February 9, 2012

Page 2

Heartland Payment Systems will coordinate all required documentation and the electronic authorization of credit card transactions for the credit cards utilized at the District fuel pumps. Fees will be deducted from the sales prior to deposits being made into the District-specified bank account. Monthly statements are reconciled in the Finance Department at WESD.

All documents have been reviewed by District Legal Counsel.



The Highest Standards | The Most Trusted Transactions

- ☒ New Merchant
☐ Additional Location Chain #:
☐ New Owner/Existing HPS MID #:

MERCHANT SERVICES - One Heartland Way, Jeffersonville IN. 47130 1.888.963.3600

Local RM: _____ National RM: Nathan Kayse ...
RM Phone: 888-798-3133 x1379 RM Fax: 866-976-1372
AM: _____ AM Phone: _____
Bank/Asst/VAR/RSP Affiliate Code: _____
Name of Affiliate: _____
Expected Conversion Date: _____

Note: White Out is Not Acceptable on Merchant Applications

COMPANY INFORMATION

MERCHANT DBA NAME: Washington Elementary School District #6 Store # 1 # of Locations: 1
Physical DBA Address: 12641 N 39th Ave.
City: Phoenix ST: AZ Zip: 85029
DBA Phone: 602-347-2600 Fax: 602-869-5275 Customer Service No. For Lodging, Car Rental, MOTO Merchant: _____
Primary Contact Name: Cathy Thompson Phone: 602-347-2600 ☒ DBA ☐ Home ☐ Cell
Email Address: cathy.thompson@wesdschools.org Website Address: wesdschools.org
(Required for Merchant Center and Statement Email Notification)

LEGAL OR CORPORATE NAME (Must correspond with IRS filing name): County of Maricopa/Washington Elementary School District #6
Legal Phone: 602-347-2600 Legal Fax: 602-869-5275 Federal Tax Identification Number (Location): _____
Legal/Corp Address: 4650 W Sweetwater Ave City: Glendale ST: AZ Zip: 85304

CORPORATE HEADQUARTERS NAME: _____
Headquarters Phone: _____ Fax: _____ Federal Tax Identification Number: _____
Headquarters Address: _____ City: _____ ST: _____ Zip: _____
Billing Address: _____ City: _____ ST: _____ Zip: _____
Billing Contact Name: _____ Phone: _____ Email: _____
Mailing Address: 4650 W Sweetwater Ave City: Glendale ST: AZ Zip: 85304

Type of Ownership: ☐ Sole Proprietorship* ☐ Partnership ☐ Corporation ☐ LLC** ☐ Non-Profit ☒ Government/Municipality
*If business is owned by a Sole Proprietor is the Federal Tax ID the signers SSN: ☐ Yes ☐ No
**IRS reporting classification for LLC: ☐ Disregarded Entity (aka Single Member LLC) ☐ Corporation ☐ Partnership
Date Business Started: _____ Date Acquired by Current Owner: _____ Type of Business ☐ Public ☒ Private

FEE SCHEDULE

Service Requested	Discount Rate	Discount Per Item	Trans Fee	Trans Fee Dial	Trans Fee TP	Annual Vol: \$ 182,909	Avg. Ticket: \$ 13.73
Visa	%	¢	22	¢	22	<input checked="" type="checkbox"/> Interchange Plus	
MasterCard	%	¢					
Discover / JCB	%	¢					
GEBN	%	¢				<input type="checkbox"/> On-Campus <input type="checkbox"/> Off-Campus	
PIN Debit	%	¢				Plus Applicable Debit Network Fees	
Amex	%	¢	22	¢	22	+30% CNP Annual Vol: \$ 7,280	Avg. Ticket: \$ 11

☐ OnePoint ☐ ESA Direct Amex SE # 5020178877 Amex Franchise Name: _____ Franchise CAP # _____
ESA Only: ☐ Amex Flat Fee - \$7.95 ☐ Monthly Gross (.03% if 100k+) or ☐ Daily Gross Pay ☐ MO/TO/Internet Flat Fee \$7.95

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Heartland Payment Systems, Inc. and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, and disclosing such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct HPS and AXP and AXP agents and Affiliates to inform me directly, or through the entity above, of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports from consumer reporting agencies for marketing and administrative purposes. I understand that upon AXP's approval of the application, the entity will be sent a copy of the Agreement and materials welcoming it, either to AXP's program for HPS to perform services for AXP or AXP's standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). I understand that if the entity does not qualify for the OnePoint program that the entity may be enrolled in American Express's standard Card acceptance program, and the entity may terminate the Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Agreement.

Note: Signature Required for American Express Card Acceptance Program

X _____
Merchant Signature

☐ SMP Annual V/M/C sales volume \$50,000 or less. (If annual V/M/C volume exceeds \$50,000 annually, 0.50% will be added to the Monthly and Per Item Fees.)

☐ ASMP (HPS reserves the right to change the monthly fee if processing volume is not consistent with volume listed on this application.)

Fee: \$ ☐ Monthly ☐ Installment Billing - Check Months ☐ J ☐ F ☐ M ☐ A ☐ M ☐ J ☐ J ☐ A ☐ S ☐ O ☐ N ☐ D ☐ Annual Fee

Note: Interchange, DPI and Dues and Assessments and Fees will be passed through.

Recurring Fees	Additional Services	Monthly Fee	Txn Fee Dial	Txn Fee IP	Settlement
Minimum Discount Fee	\$ 20.00				<input type="checkbox"/> Daily/Split
Monthly Service Fee	\$ 0	EBT			<input checked="" type="checkbox"/> Daily/Net
Annual Fee	\$ 0	Gateway			<input type="checkbox"/> Monthly Disc Fee up to bp
Chargeback Fee	\$ 25.00	Wireless			
Voice Auth Fee	\$ 0.65	Petroleum/Fleet			
		Merchant Link		\$ 0.0595	\$ 0.039

INTERCHANGE QUALIFICATION

<input checked="" type="checkbox"/> Interchange Plus	<input type="checkbox"/> MOTO / Internet	<input type="checkbox"/> Purchase Card Level [2] [3]	<input type="checkbox"/> Small Ticket / M3
<input type="checkbox"/> Retail	<input type="checkbox"/> Emerging Market	<input type="checkbox"/> GSA Large Ticket	<input type="checkbox"/> DialPay / TT
<input type="checkbox"/> Restaurant	<input type="checkbox"/> Automated Fuel (AFD)	<input type="checkbox"/> Convenience	
<input type="checkbox"/> Lodging / Car Rental	<input type="checkbox"/> Service Station / NFD	<input type="checkbox"/> Small Ticket / Convenience Purchase	

CARD ACCEPTANCE	DEPOSIT METHOD	STATEMENT OPTIONS
<input checked="" type="checkbox"/> All Cards Accepted	<input checked="" type="checkbox"/> Standard	Statement Type
<input type="checkbox"/> Debit/Business Cards Only	<input type="checkbox"/> By Batch	<input checked="" type="checkbox"/> Standard
<input type="checkbox"/> Consumer Prepaid/Debit (Check Cards) Only	<input type="checkbox"/> By Card Type	<input type="checkbox"/> Non-Qual Breakout
		<input type="checkbox"/> By Card Type
		<input type="checkbox"/> Chain Recap Summary

Mail Statements To: ☐ Legal ☒ DBA ☐ Suppress Statements ☐ All Electronic Communications

Chargeback / Retrievals: ☐ Legal ☒ DBA

MERCHANT DETAIL

Do you currently accept Credit Cards: ☒ Yes ☐ No

Number of years at your current physical DBA location: _____ Date began accepting Credit Cards: _____

Current Processor: Brunes Jones

Has your business experienced a cardholder account data compromise or been involved in a PCI Compliance investigation? ☐ Yes ☐ No

If yes, what was the date of the compromise: _____ (copy of the completed forensic investigation is required with the app)

Do you accept credit card information via website: ☐ Yes ☒ No If so, will web-based transactions be processed through HPS: ☐ Yes ☐ No

Please provide the name of the payment processor utilized for web based transactions if not HPS: _____

Home-Based Business: ☐ Yes ☒ No Business is conducted: Consumer 100 % Business to Business: 0 %

What Products and / or services do you provide: compressed natural gas

Define your Refund Policy (note, all credits must be made to the customer's credit card): _____

How soon is the Customer's card charged: immediately Do you obtain a signature for receipt of product? ☐ Yes ☐ No

What is the verification process when selling age-restricted products (tobacco/alcohol)? _____

Seasonal Merchant: ☐ Yes ☒ No If yes, check months open: ☐ J ☐ F ☐ M ☐ A ☐ M ☐ J ☐ J ☐ A ☐ S ☐ O ☐ N ☐ D

Sales Method	Processing Method	Future Delivery*
On Premise Face to Face Sales 100 %	Card Swiped 100 %	No Future Delivery 100 %
Off Premise Face to Face Sales %	Keyed with Imprinted Receipt %	2 - 5 Days %
Mail Order Sales %	Keyed without Imprinted Receipt %	6 - 10 Days %
Real-Time Internet Sales %	Total Must = 100% 100 %	11 - 30 Days %
Inbound Telephone Order Sales %	MOTO Card Type	31 - 60 Days %
Outbound Telephone Order Sales %	Percent of Domestic Transactions %	61 - 90 Days %
Internet (keyed) %	Percent of Foreign Transactions %	91 - 120 Days %
Recurring Billing %	Total Must = 100% 100 %	> 120 Days %
Total Must = 100% 100 %	Percent of Gift Card Sales %	Total Must = 100% 100 %

* Includes advance reservations, deposits, deposits accepted for ordered merchandise shipped after payment, and services provided after payment including memberships and subscriptions. If 100% of the product and / or service are NOT delivered (not including mail time) within 24 hrs of the time of sale, please provide the following:

What percentage of your Bankcard volume is future delivery? 0 %

Golf Questionnaire: 0 % Public 0 % Private 0 % Memberships 0 % Pro-Shop 0 % Restaurant/Other

Spa Questionnaire: 0 % Hair Care 0 % Manicure / Pedicure / Facials 0 % Massages 0 % Products

Are all Service Technicians state certified? ☐ Yes ☐ No 0 % Not Certified Massage therapist state certified: ☐ Yes ☐ No

Lodging / Resort Questionnaire: 0 % Lodging 0 % Meeting/Catering 0 % Other (golf etc.)

Note: The following is Required for all lodging merchants accepting reservations via an Internet Website:

- ☐ My business processes an authorization and / or charges the deposit prior to the guest's arrival
- ☐ My business does not process an authorization and / or charge a deposit; however, we retain card information for use in the event of a NO SHOW.

Insurance Questionnaire: Are you a licensed Insurance Agent or Broker ☐ Yes ☐ No (a copy of your insurance charter or license is required)

How are the payment transactions handled for the companies you represent:

Are funds paid directly to the company or collected into a trust account and settled on a monthly basis: ☐ Direct ☐ Trust ☐ Monthly

OWNERS / OFFICERS☐ Owner ☐ Officer

(1) Name: _____ Title: _____ SSN: _____ DOB (mm/dd/yy): _____

Home Address: _____ City: _____ ST: _____ Zip: _____

Phone: _____ Drivers License #: _____ Length at Home Address: _____ Business Equity Ownership: _____ %

☐ Owner ☐ Officer

(2) Name: _____ Title: _____ SSN: _____ DOB (mm/dd/yy): _____

Home Address: _____ City: _____ ST: _____ Zip: _____

Phone: _____ Drivers License #: _____ Length at Home Address: _____ Business Equity Ownership: _____ %

PERSONAL GUARANTY

FOR VALUE RECEIVED, and in consideration of the mutual understandings contained in the Merchant Processing Agreement (the "Agreement") Terms and Conditions by and between the Merchant submitting this Application ("Merchant") and ("Acquirer"), the undersigned jointly and severally, if more than one, unconditionally and irrevocably guarantee to Acquirer and their successors and assigns the full and prompt payment when due of all obligations of every kind and nature arising directly or indirectly out of the Agreement. The undersigned (docs/do) hereby certify that (he/she/they) (has/have) read, understand(s) and agree(s) to all Merchant Processing Agreement Terms and Conditions and specifically those that relate to the personal guaranties. Merchant and the undersigned authorize Acquirer, any credit bureau or reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements, or data provided by Merchant or the undersigned for purposes of this Application.

X _____ X _____
 (1) Personal Guarantor (signature) Date (2) Personal Guarantor (signature) Date

DEBIT / CREDIT AUTHORIZATION

Merchant hereby authorizes Acquirer to debit and credit Merchant's checking/savings account. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.

If the Merchant processes Petro transactions and deposits are made directly to a Fuel Supplier, name Supply Company: _____

Depository Bank Name: _____ Phone: _____

City: _____ ST: _____ Zip: _____

ACCOUNT TYPE (check one)		TRANSIT ROUTER / ABA NUMBER (9 digits)	ACCOUNT NUMBER
<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> GL			
FUNDS TRANSFER METHOD			
<input type="checkbox"/> Deposits <input type="checkbox"/> Fees <input type="checkbox"/> Both			
ACCOUNT TYPE (check one)		TRANSIT ROUTER / ABA NUMBER (9 digits)	ACCOUNT NUMBER
<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> GL			
FUNDS TRANSFER METHOD			
<input type="checkbox"/> Deposits <input type="checkbox"/> Fees <input type="checkbox"/> Both			

AGREEMENT ACCEPTANCE, CERTIFICATION AND CONSUMER REPORT AUTHORIZATIONHave you or your company ever filed for Bankruptcy: ☐ Yes ☐ No Type: ☐ Personal ☐ Business Date Filed: _____Do you support the Merchant Bill of Rights: ☐ Yes ☐ No Do you permit HPS to list you as a supporter: ☐ Yes ☐ No

Merchant authorizes HPS, any credit bureau or reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of this Application. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions which together with this application shall constitute the agreement(s) between the parties.

I further certify that this business or any Owner/Officer has never been terminated as a Visa, MasterCard, American Express or Discover Merchant.

X _____
 (1) Owner / Officer Signature Print Name Print Title Date

X _____
 (1) Owner / Officer Signature Print Name Print Title Date

X _____
 Witness Signature Witness Name Date

THE TERM OF THIS AGREEMENT IS THREE (3) YEARS**HPS OFFICIAL USE ONLY**

Application Approved By: _____ Title: _____ Date: _____



Heartland

PAYMENT SYSTEMS™

The Highest Standards | The Most Trusted Transactions.

Terms & Conditions Acknowledgement

"Merchant" acknowledges that Heartland Payment Systems, Inc. ("Heartland") has provided it with a copy of the Card Acceptance Policies, Procedures, Terms & Conditions (the "Terms and Conditions") and the Merchant Application, which together make up the entire agreement between the parties. Merchant has read, understands, and agrees to be bound by the Terms and Conditions, as may be amended from time to time. Merchant acknowledges that the Terms and Conditions are a fundamental part of the parties' agreement without which Heartland would not be able to enter into an agreement with the Merchant. The Terms and Conditions can be reviewed at any time by visiting the Heartland Merchant Center at www.e-hps.com. In addition, Merchant can request another copy of the Terms and Conditions at any time by sending a written request for another copy to Heartland at the following address:

Heartland Payment Systems
Attn Customer Care
One Heartland Way
Jeffersonville IN 47130

X	X	
_____	_____	_____
Merchant Signature	Merchant Printed	Date
_____	_____	
Relationship Manager Signature	Relationship Manager Printed	

Site Inspection

We, the Heartland Payment Systems representative, VAR or Agent Bank and Merchant, verify by signing below that a physical inspection of the DBA premises has occurred. Additionally, we certify that the inspected DBA premise has the proper facilities, equipment, and inventory to conduct business as described / indicated in the HPS Processing Agreement.

- ☐ I have physically inspected the business premises & certify that the merchant has the proper facilities, equipment, inventory, agreements, and licenses required to conduct the business.
- ☒ I was not reasonably able to complete a Site Inspection of the Merchant at this Address, and the information stated below is correct to the best of my knowledge and belief.
- Please explain why a site inspection could not be performed: Brennas Jones conversion

Note: It is required that the following questions be completed.

Is business signage present? ☐ Yes ☐ No Describe: _____ Is inventory sufficient to support business? ☐ Yes ☐ No

Number of Terminals _____ Locations _____ Are Card Acceptance Logos Displayed for easy view? ☐ Yes ☐ No

Merchant utilizes a Fulfillment house to ship customer orders outside DBA location: ☐ Yes ☐ No Site Inspected: ☐ Yes ☐ No

Location Name: _____ City: _____ ST: _____ Zip: _____ Phone #: _____

If this is an additional location to an existing HPS merchant, was a site inspection performed on any of the locations? ☐ Yes ☐ No

If this is a referral from an HPS affiliate please provide the Merchant Site Inspection form completed by the affiliate and the merchant.

Name: _____ Business: _____ Date: _____

Inspected By: _____ Signature: _____ Date: _____

WRIGHT EXPRESS® MERCHANT CHARGE CARD AGREEMENT APPLICATION

Please read the following before completing this form: 1) The undersigned merchant ("Merchant") represents that the information given in this application is complete and accurate and authorizes Wright Express Corporation and Wright Express Financial Services Corporation (hereinafter collectively referred to as "Wright Express") to check with credit reporting agencies, credit references, and other sources to confirm information given; 2) Merchant agrees to provide additional financial information to Wright Express upon request; 3) Merchant requests approval of this Wright Express Merchant Charge Card Agreement Application ("Application"); 4) Merchant agrees to the terms and conditions set forth in the Wright Express Merchant Charge Card Agreement ("Agreement") provided with this Application and incorporated herein by reference; 5) If this application is for a general partnership or a proprietorship, Wright Express may obtain and use personal credit information (including consumer reports from consumer reporting agencies) about the individual partners or owners of the Merchant in making a credit decision, and in the administration of this program, to the extent permitted by law; 6) Merchant agrees that in the event the Merchant does not meet its obligations pursuant to the Agreement, Wright Express may report the Merchant's liability (as well as any general partner or proprietor's) liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

SECTION 1 - MERCHANT INFORMATION

Full Legal Company Name Washington Elementary School District #6		Merchant's Taxpayer ID # (TIN, FEIN or SSN) [REDACTED]	
Site Name (DBA or AKA) Please use location form for additional sites Washington Elementary School District #6		Station Manager/Contact	
Physical Site Address for site directory (number and street) 12651 N 39th Ave		City Phoenix	State AZ
		Zip+4 85029	
Site Phone 602-347-2600	Site Fax 602-869-5275	Highway Exit #	Nearest Highway
Mailing Address if different than physical address (for settlement & Reporting) 4650 Sweetwater Ave		City Glendale	State AZ
		Zip+4 85304	
Corporate Contact (for settlement) Cathy Thompson		Phone 602-347-2600	Fax 602-869-5275
Email address cathy.thompson@wesdschools.org			

SECTION 2 - PROCESSING

Bank Card Processor Heartland Payment Systems		Phone
Credit Card Network (check one): <input checked="" type="checkbox"/> ADS <input type="checkbox"/> Bank of America <input type="checkbox"/> Buypass <input type="checkbox"/> EFS <input type="checkbox"/> First Data Corp <input type="checkbox"/> GPI <input type="checkbox"/> GPS <input type="checkbox"/> LYNK <input type="checkbox"/> MPS (Fifth Third) <input type="checkbox"/> NBS <input type="checkbox"/> NOVA <input type="checkbox"/> Paymentech <input type="checkbox"/> SPS		
Inside the site POS Equipment (example, Omni 3200, Tranz 380, etc.)	Terminal ID #	
At the dispenser POS Equipment (example, Omni 3200, Tranz 380, etc.) FuelForce POS	Terminal ID #	
DO YOU SELL FUEL? <input type="checkbox"/> Yes <input type="checkbox"/> No If you sell fuel, please complete section 4. If you do not sell fuel, please complete section 3.		

SECTION 3 - NON-PETROLEUM MERCHANTS

BRANDS (Check all that apply)					
<input type="checkbox"/> Aamco	<input type="checkbox"/> Chrysler	<input type="checkbox"/> GM	<input type="checkbox"/> Les Schwab	<input type="checkbox"/> Napa	<input type="checkbox"/> Quaker St/Pennzoil
<input type="checkbox"/> ACCC	<input type="checkbox"/> D-Triumph GL	<input type="checkbox"/> Goodyear	<input type="checkbox"/> Maaco	<input type="checkbox"/> Nissan	<input type="checkbox"/> Tire Centers, Inc.
<input type="checkbox"/> AC Delco	<input type="checkbox"/> Econolube	<input type="checkbox"/> Grease Monkey	<input type="checkbox"/> Mazda	<input type="checkbox"/> Novus	<input type="checkbox"/> Toyota
<input type="checkbox"/> American Lubefast	<input type="checkbox"/> Firestone	<input type="checkbox"/> Harmon Glass	<input type="checkbox"/> Meineke	<input type="checkbox"/> Oil Changer	<input type="checkbox"/> Volvo
<input type="checkbox"/> BF Goodrich	<input type="checkbox"/> Ford	<input type="checkbox"/> Honda	<input type="checkbox"/> Midas	<input type="checkbox"/> Parts Plus	<input type="checkbox"/> Wash Depot
<input type="checkbox"/> Big O Tires	<input type="checkbox"/> Glass America	<input type="checkbox"/> Jiffy Lube	<input type="checkbox"/> Mitsubishi	<input type="checkbox"/> Pep Boys	<input type="checkbox"/> Winston Tire
BRAND PROGRAMS (Check one if applicable)				<input type="checkbox"/> Precision Tune <input type="checkbox"/> Other	
<input type="checkbox"/> ACCC	<input type="checkbox"/> GE Dealer Direct	<input type="checkbox"/> Jiffy Lube	Dealer/Location Code (if applicable):		
<input type="checkbox"/> Dodge Business Link	<input type="checkbox"/> Grease Monkey	<input type="checkbox"/> Parts Plus			
PRIMARY SERVICE (Check one)					
<input type="checkbox"/> Auto Body	<input type="checkbox"/> Dealership	<input type="checkbox"/> Mechanical	<input type="checkbox"/> Parts	<input type="checkbox"/> Tires	
<input type="checkbox"/> Car Wash	<input type="checkbox"/> Glass	<input type="checkbox"/> Oil Change/Lube	<input type="checkbox"/> Road Service		

SECTION 4 - FUEL MERCHANT ONLY SITE INFORMATION

Please check all features and fuel types that apply to your station:					
<input type="checkbox"/> Fuel available 24 hours	<input type="checkbox"/> Pin Pad	<input type="checkbox"/> Alcohol	<input type="checkbox"/> Unleaded Plus	<input type="checkbox"/> CNG	
<input type="checkbox"/> Car Wash	<input type="checkbox"/> CRINDs (Pay-at-the-pump)	<input type="checkbox"/> Unleaded	<input type="checkbox"/> Diesel	<input type="checkbox"/> LPG	
<input type="checkbox"/> Service Bays	<input type="checkbox"/> Tractor Trailer Accessible	<input type="checkbox"/> Premium	<input type="checkbox"/> Methanol		

WRIGHT EXPRESS BANKING AUTHORIZATION FORM

Merchant hereby authorizes and requests Wright Express to make payments of amounts owing to Merchant by Wright Express by initiating credit entries to Merchant's demand deposit account at the Bank indicated below ("Merchant's Bank"), and authorizes and requests Merchant's Bank to accept any credit entries initiated by Wright Express to such account without responsibility for the correctness thereof. In the event of an overpayment or payment in error, Merchant hereby authorizes Wright Express to initiate a debit entry to the account for each overpayment or payment in error. It is understood that for purposes of this Agreement, the term "Merchant's Bank" shall mean and include the bank identified below by Merchant and any successor bank identified to Wright Express (i) in a Notice of Change provided to Wright Express by any Automated Clearing House Association processing credit or debit transactions under this Agreement, or (ii) by Merchant, whether orally or by other non-written means. Any such notification to Wright Express shall be effective only with respect to entries credited to Merchant's account by the Bank after receipt of such notification and a reasonable time to act upon such notice. Merchant agrees and acknowledges that Wright Express will not be liable to Merchant for any damages resulting from the performance or the failure to perform of any Automated Clearing House Association.

SECTION 1 - BANK ACCOUNT INFORMATION

Bank Name and Address	ABA Routing Number
Account Name	Account Number

IMPORTANT: PLEASE ATTACH A VOIDED CHECK
We must receive a voided check (or photocopy if faxing) in order to process application.

SECTION 2 - CORPORATE INFORMATION

Legal Name	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	
	<input type="checkbox"/> PC or PA	<input type="checkbox"/> LLC	
Mailing Address	City	State	Zip + 4
Contact	Taxpayer ID#		

**IMPORTANT: PLEASE ATTACH A COMPLETED W-9 AND
IF YOU HAVE INCOME GENERATED FROM CALIFORNIA SOURCES,
YOU ARE REQUIRED TO COMPLETE AND RETURN FORM 590**
We must receive a completed W-9 and Form 590 in order to process application.

SECTION 3 - SETTLEMENT

Please refer to the Wright Express Merchant Charge Card Agreement which accompanied this application for your Terms and Conditions. It describes the Wright Express Interchange Fee and Payment Terms.

AUTHORIZED SIGNATURE

MERCHANT: The undersigned represents and warrants to Wright Express that all of the terms and conditions of this Wright Express Merchant Charge Card Agreement Application consisting of this entire document in addition to any other document or addendum including the Wright Express Merchant Charge Card Agreement have been reviewed in their entirety, are true and correct, and set forth the agreement between Wright Express and Merchant. Additionally, the undersigned represents and warrants that he or she has authority to sign and to bind Merchant to the terms of this Application. Also, the undersigned represents that the undersigned has the authority to provide information and execute this Application on behalf of the Merchant. The Agreement shall only become effective upon Wright Express' acceptance of the Agreement and the Application at its headquarters following approval, and the assignment to Merchant of a merchant processing identification number. The Merchant further affirms that they are establishing a credit card processing relationship with the processor indicated on the attached Wright Express merchant application. Once we begin processing credit cards through this processor, our company does not intend to process any transactions through a processing agreement with a branded petroleum marketer.

Signature X	Printed Name
Title	Date

FOR WRIGHT EXPRESS INTERNAL USE ONLY

Processed By	Date Processed
Settlement Entity	Site ID#

WRIGHT EXPRESS MERCHANT CHARGE CARD ACCEPTANCE AGREEMENT

The merchant ("MERCHANT") identified in the Wright Express Charge Card Acceptance Application ("Application") understands that Wright Express Corporation ("WEX CORP") and Wright Express Financial Services Corporation ("WEX FSC"), hereinafter referred to collectively as "WEX", each operate commercial fleet charge card programs whereby they each issue and/or service commercial fleet charge cards for the purchase of motor fuels and/or vehicle-related products and services. MERCHANT wishes to participate in the Program by accepting such charge cards at its Distribution Sites. MERCHANT, WEX CORP and WEX FSC agree as follows, subject to approval of the Application by WEX CORP and WEX FSC.

1.1 DEFINITIONS

- A. "Card" or "Cards" shall mean the charge cards or other approved account access devices issued or serviced by either WEX CORP or WEX FSC bearing the trademarks of WEX CORP. Notwithstanding the foregoing, Card or Card(s) shall not include any charge card also bearing the MasterCard trademark.
- B. "Card Sale" shall mean any transaction involving the use of any Card at a Distribution Site.
- C. "Confidential information" shall include, without limitation, software, processes, trade secrets, financial information, customer lists, inventions, technical data, developments, pricing, drawings, business plans, schedules, test marketing data, marketing plans of either party which shall be proprietary and confidential.
- D. "Distribution Sites" means the company owned or operated locations and any independently owned distributor, dealer or franchisee sites subject to the terms of this Agreement.
- E. "Products" for the purposes of this Agreement, shall include motor fuel, motor oil, repairs, tires and other merchandise, excluding cash equivalent transactions, gift cards, pre-paid cards, lottery or other games of chance.
- F. "Chargeback" means that a posted sale has been disputed and the amount of such sale will be deducted from the pending settlement to the merchant in accordance with the provisions contained in the Card Sale Procedures.

1.2 HONORING CARDS

- A. MERCHANT shall in full compliance with this Agreement honor at its Distribution Sites in the United States, any Card properly presented for the purchase of Products based upon the authorization process of WEX.
- B. Each Card Sale shall be deemed to create a sales draft issued by the Cardholder and instructing the card issuer to pay MERCHANT. WEX shall honor such sales drafts issued in conformity with the terms and conditions set forth herein.
- C. This Agreement shall not apply to any Distribution Sites where the location is able to accept the card or currently accepts the Card through an agreement with the chain or brand that MERCHANT operates its Distribution Sites under.

2.1 CARD SALES

- A. MERCHANT agrees to comply with the WEX Card Sale Procedures, attached and incorporated herein as Exhibit A, and any related technical specifications regarding card acceptance provided by WEX. The current technical specification is the ISO 8583, version 2.02, dated September 2008 which provides requirements for both the point of sale equipment and the next work host ("WEX Technical Specification"). WEX reserves the right to amend, modify or supplement the WEX Technical Specification, provided that thirty (30) days written notice of any such change is provided to MERCHANT. MERCHANT agrees to adopt any such amendments or changes to the WEX Technical Specifications based upon a mutually agreed upon timeframe so that MERCHANT remains on the most up-to-date specification as required by WEX.
- B. MERCHANT is responsible for card acceptance at all of its Distribution Sites subject to this Agreement and as such, will enter into agreements with its independently owned Distribution Sites to enable them to accept the Card in a manner consistent with this Agreement. MERCHANT will use commercially reasonable efforts to cause its independently owned Distribution Sites to comply with the terms herein.
 - i. MERCHANT shall be responsible for distributing payments for Card Sales to its Distribution Sites. WEX shall remit one payment to MERCHANT for all Card Sales under this Agreement as well as providing MERCHANT with its standard reporting through a daily settlement file so that MERCHANT may allocate payments as appropriate to its Distribution Sites.
- C. WEX reserves the right to terminate acceptance at a Distribution Site if such Distribution Site does not remain compliant with the terms of this Agreement or if in WEX's sole discretion, continued acceptance at the Distribution Site poses financial or reputational risk to WEX.

2.2 FEES

- A. MERCHANT shall pay to WEX certain fees ("WEX Fees") as follows:

- i. Interchange Fee: **3.5% of the total Card Sale.** The amount transferred by WEX shall be equal to the face amount of each Card Sale as reflected on the Card Sale receipt or the sales file transmitted to WEX based on the following formula: **(Total Card Sale - Discounts provided by Merchant) - WEX Fees = Amount to MERCHANT**
Any discounts or rebates offered to WEX Customers shall be provided to WEX in advance, in writing. The Interchange Fee does not include any network transaction fees incurred by Merchant.
 - ii. Manual Transaction Fee shall be **\$0.20** per Card Sale, where such manual transaction is not due to an equipment or communications failure by WEX.
 - iii. Phone Authorization Fee shall be **\$0.30** per authorization, when such authorization is not made electronically, and is not the result of an equipment or communications failure by WEX.
 - iv. A Research Fee of **\$25.00/hr.** per employee for any research services requested by MERCHANT, which may include, research for archived transactions or reports. WEX shall provide MERCHANT with an estimate of the amount of such fee and obtain MERCHANT's approval prior to undertaking any work.
- B. Except for the interchange fee noted above, WEX reserves the right to change these fees upon thirty (30) days' notice to Merchant.
 - C. Merchant shall not surcharge or impose additional fees upon cardholders who present the Card for payment under the terms of this Agreement that it does not also charge to other cardholders who present a credit or charge card as the method of payment.

2.3 MISCELLANEOUS MERCHANT RESPONSIBILITIES

- A. While WEX provides MERCHANT with a variety of reports for the Card Sales that WEX processes and provides payment, MERCHANT agrees that it shall still maintain its own records of the Card Sales.
- B. WEX shall not be responsible for collecting, paying or reporting taxes, fees or other charges related to purchases made using Cards such as but not limited to sales and use taxes that are incurred by MERCHANT. This section does not apply to the obligations of the parties as more fully described in Article V, Tax Reporting Service for Fuel Transactions.
- C. MERCHANT shall review any reports provided by WEX regarding the Card Sales promptly upon receipt and shall notify WEX within **sixty (60) days** of the date of the report as to any mistakes contained therein. Failure to do so shall be deemed MERCHANT's acceptance of the report as complete and satisfactory performance of WEX under this Agreement.
- D. MERCHANT is responsible for the correction of all Card Sales that have been identified with errors and will not be processed by WEX within **one hundred and twenty (120) days** from the reported error processing date. MERCHANT can elect in writing to have WEX correct the errors on MERCHANT's behalf based upon information provided by MERCHANT. Such services will be performed at WEX's then prevailing rate.
- E. MERCHANT shall provide WEX with a list of its locations, which shall be updated as necessary and prior to transmitting Card Sale data from a specific location.

3.1 PAYMENT FOR CARD SALES BY WEX

- A. WEX shall pay MERCHANT for each Card Sale processed by WEX less any WEX Interchange Fee. Payment shall be made by WEX by an electronic funds transfer to a bank account or a third party designee named by MERCHANT as follows:
For FUEL MERCHANTS: no later than **thirty (30) calendar days**;
For SERVICE MERCHANTS: no later than **three (3) calendar days**
following the day on which the Card Sale is processed by WEX. If the payment date is a Saturday, Sunday or legal holiday, payment will be made on the next business day.
- B. Any Card Sale data received by WEX from MERCHANT before 5:00 p.m. (Eastern Standard Time) shall be treated as having been received on the next business day. WEX may periodically offset or deduct from MERCHANT's payments hereunder any amounts due to WEX from MERCHANT pursuant to this Agreement.
- C. Any amounts due to MERCHANT from WEX as a result of the submission of a sales draft may be paid, at MERCHANT's option, to MERCHANT's network provider or other designee, based on the banking information that is provided to WEX. WEX's payment to MERCHANT's network provider constitutes payment in full to MERCHANT.

3.2 REPORTS

- A. WEX shall provide MERCHANT or its designee, its standard reporting for Card Sales and the amounts paid to MERCHANT through its standard daily settlement reports which may include, but not be limited to

information related to the gross Card Sales, net Card Sales and amounts due to MERCHANT.

- B. WEX shall use best efforts to provide accurate and complete reports, based upon the data transmitted to WEX by MERCHANT. In the event that incorrect data was provided resulting in a correction to payment, WEX will adjust any payments to MERCHANT as required based upon the receipt of corrected data from the MERCHANT provided that such correction is requested in accordance with Section 2.3.C or 2.3.D.
- C. In the event that MERCHANT requests a custom report or custom file layout, such reports may be created by mutual agreement of the parties. Additional fees may be charged to MERCHANT for the creation and maintenance of custom reporting files and will be charged only upon the agreement of the parties.

4.1 REPRESENTATIONS AND WARRANTIES

- A. The parties each hereby represent and warrant:
 - i. They are duly organized, validly existing and in good standing under the laws of their state of their organization and have all governmental approvals, licenses, filings or permits necessary to conduct their business and enter into and perform this Agreement;
 - ii. The Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.
- B. In addition, MERCHANT represents and warrants as to each Card Sale reported to WEX:
 - i. it represents a bona fide Card Sale of Products sold and delivered in the ordinary course of business for the total sales price reported by MERCHANT to WEX;
 - ii. MERCHANT shall have performed all of its obligations to the cardholder in connection with the Card Sale;
 - iii. It involves no other Card Sale than the one described therein;
 - iv. each Product had quality and grade as represented by MERCHANT;
 - v. (for in-store Card Sales only) MERCHANT shall have taken all commercially reasonable steps to validate the signature of the cardholder; and,
 - vi. all electronically or telephonically or hardware generated invoices, receipts, records or memoranda of sales shall in fact be genuine and not forged or unauthorized.
- C. WEX hereby disclaims any and all warranties, express or implied, concerning card processing services covered by this Agreement, including all warranties of merchantability and fitness for a particular purpose.

4.2 LIABILITIES

- A. The parties shall be liable to the other for actual damages resulting from a breach of this Agreement whether due to the performance or failure to perform by a party.
- B. Notwithstanding the foregoing, the parties shall not be liable to the other for any indirect, special, incidental or consequential damages, including, but not limited to, lost profits even if the parties have knowledge of the possibility of such damages.

5.1 CREDIT CARD ISSUER EXEMPTIONS (FEDERAL EXCISE TAX AND SOME STATES)

- A. WEX provides net billing of the federal excise taxes on gasoline and diesel fuel in accordance with the Safe, Accountable, Flexible, and Efficient Transportation Equity Act of 2005 as well as net billing for certain motor fuel taxes for those states that have adopted similar rules which allow the credit card issuer to facilitate exemptions to qualified tax exempt fleets.
- B. MERCHANT shall be paid for Card Sales with the applicable taxes included and shall pay its Distribution Sites with applicable taxes included when WEX is facilitating the exemption.
- C. WEX will obtain from each Exempt Fleet copies of relevant tax exemption documentation necessary for the Exempt Fleet to demonstrate its tax-exempt status.

6.1 TERM

- A. Initial Term: This Agreement shall commence upon the execution hereof, and unless sooner terminated pursuant to the provisions of Section 6.2 hereof, shall remain in effect for **sixty (60) months**.
- B. Renewal Term: This Agreement shall automatically renew for additional **twenty-four (24) month** terms immediately upon expiration of the term then in effect.

6.2 TERMINATION

- A. Any party may terminate this Agreement upon the occurrence of any of the following:
 - i. Provide the other parties written notice of termination by certified or registered mail at least **six (6) months** prior to termination of the term in effect;
 - ii. the failure of a party to comply with any of the covenants or the terms, conditions, agreements and limitations set forth in this Agreement, and such failure continues for more than thirty (30) days following written notice from the other party(s) and corrective action is not undertaken and diligently pursued or, if the nature of such failure is such that it cannot reasonably be cured in 30 days;

- iii. any representation or warranty made in connection with this Agreement shall prove to be false or misleading in any material respect and is not cured after thirty (30) days written notice, which may include MERCHANT's compliance with its chargeback obligations as defined in the Card Sale Procedures;
 - iv. the making of an assignment for the benefit of creditors or the institution of any bankruptcy or insolvency proceeding by a party or the institution by a third party of any bankruptcy proceeding against a party hereto which is not dismissed within sixty (60) days; or,
 - v. the dissolution or termination of operations of a party other than in connection with a merger or sale of substantially all of such party's assets;
 - vi. a party's failure to comply with all applicable legal and regulatory requirements, whether federal or state; or
 - vii. a party's intentional misrepresentation or fraud in relation to its performance under this Agreement.
- B. Upon termination, MERCHANT shall:
 - i. cease entering into Card Sales using the Card or Cards with respect to which this Agreement is terminated;
 - ii. cease promoting Card Sales or acceptance of Cards including removing all decals or signage indicating acceptance from the Distribution Sites; and;
 - iii. return any unused materials or supplies issued by WEX with respect to any Card.
 - C. Termination shall not affect any party's respective rights, duties or obligations hereunder with respect to pre-termination Card transactions.

7.1 ENTIRE AGREEMENT/ASSIGNMENT

- A. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby. This Agreement may be altered or amended by a signed written agreement of the parties.
- B. This Agreement is effective only upon execution by all of the parties shall be binding upon the parties, their successors and assigns. This Agreement may not be assigned without the prior written approval of the other parties, which approval shall not be unreasonably withheld. A party may assign this Agreement without the other party's consent if (i) the assignee has the ability to perform the obligations of the assignor(s) hereunder and expressly assumes such obligations, and (ii) such assignment is in connection with a merger or sale of substantially all of the assets of the assignor, or (iii) such assignment is to an affiliate of assignor and (iv) the assignee is not a competitor of the non-assigning party.
- C. As part of any assignment, change in ownership, change in organizational structure (i.e. change from sole proprietor to partnership) or change in control, MERCHANT shall provide WEX with an updated W-9 validating their proper legal name change and tax identification number.

7.2 SEVERABILITY AND WAIVERS OF PROVISIONS

The fact that any provision of this Agreement may prove to be invalid or unenforceable under any law, rule or regulation of any governmental agency, shall not affect the validity or enforceability of any other provisions of this Agreement. The waiver of any term, condition or right under this Agreement by any party shall not waive any other term, condition or right, or the same term, condition or right on any other occasion.

7.3 FORCE MAJEURE

The parties shall not be liable for failure to timely perform obligations hereunder if such performance is interrupted or delayed by reason of floods, fires, earthquakes, strikes, civil commotions, acts of war or other extraordinary or unexpected manifestations of physical occurrences which cannot be prevented by the exercise of reasonable diligence or ordinary care.

7.4 CONFIDENTIALITY AND DATA SECURITY

- A. The parties agree that it is in their mutual best interest to maintain the confidentiality of the provisions of this Agreement and accordingly, agree that they will not, without the written consent of the other, intentionally disclose the terms hereof, including without limitation, the price terms (unless required by court order or other governmental authority) and that all such terms shall be held in confidence and revealed only to employees, agents, lenders or other persons having a need to know such terms in the course of such person's employment or business relationship with such party.
- B. The parties further agree that any obligations to protect Confidential Information is set forth herein shall survive termination of this Agreement for a period of three years, except that as to any Confidential Information designated in writing by the disclosing party to be a "trade secret", such obligations shall continue indefinitely unless otherwise agreed in writing by the disclosing party.
- C. All data collected by WEX from processing transactions shall remain the exclusive property of WEX. WEX may also use and disclose statistics and data generated by WEX as a result of processing transactions at MERCHANT's Distribution Sites.

- D. The parties each agree to establish security procedures in order to safeguard Card Sale data and cardholder information. Such procedures shall be compliant with all applicable data security laws and regulations. In the event of a breach or compromise of a party's systems resulting in a loss or theft of information (including cardholder information), or if such a breach or compromise is suspected, the impacted party shall immediately notify the other parties to this Agreement.

7.5 LICENSING OF TRADEMARKS OR SERVICEMARKS

- A. Both parties own certain trademarks and service marks ("Marks"), which may be used by each other on marketing materials used in connection with the acceptance of Cards and in WEX's standard marketing presentations identifying MERCHANT as a WEX accepting merchant ("Program Materials"). The party granting the license in the use of their Marks to the other party is referred to as the "Licensor". The party receiving the benefits of the license in the other party's Marks is referred to as the "Licensee".
- B. Licensor hereby grants to Licensee, a limited non-exclusive, royalty free and non-transferable license to use certain trademarks and service marks of Licensor for the purpose of affixing such Marks to the any program materials to be developed for the Licensee in accordance with the terms of this Agreement.
- C. Licensee shall not in any manner represent that it has any ownership in the Licensor's Marks or any registrations thereof. Licensee acknowledges that use of the Marks shall not create in Licensee's favor any right (other than the limited rights of use granted pursuant to this license), title or interest in, or to, the Marks and that use of the Marks by the Licensee inures to the benefit of the Licensee only to the extent of the limited rights and interests set forth in this Agreement, otherwise use of the Marks by Licensee inures to the benefit of the Licensor.

7.6 GOVERNING LAW

This Agreement shall be governed and construed by the internal laws of the State of Utah (without reference to choice of law rules).

7.7 AUDIT/FINANCIAL STATEMENTS

- A. Each party, at its sole expense, shall have the right to audit the book and records of the other party relating to performance of this Agreement. All audits shall be conducted in accordance with professional auditing standards and during normal business hours and the requesting party shall provide at least fifteen (15) days advance notice of their intent to audit. The audited party shall fully cooperate with the auditing party to accomplish the audit as expeditiously as possible. Any audit shall be limited in scope to no more than twelve (12) months prior to the date of the actual audit.
- B. MERCHANT agrees, if requested by WEX, to furnish WEX with financial information related to its business operations. In addition, WEX may undertake any such credit reviews as necessary to verify the financial condition of MERCHANT. If requested, financial statements shall include an income statement and statement of cash flows for the applicable fiscal year and a balance sheet, footnotes to the financial statements and auditor's opinion letter, if applicable prepared in accordance with generally accepted accounting principles, consistently applied, and shall be in accordance with the books and records of MERCHANT.

7.8 OTHER AGREEMENTS

MERCHANT hereby consents to WEX granting to their principal financing source(s) a security interest in and collateral assignment of this Agreement and acknowledges that, upon the occurrence of an event of default, in connection with the present or future financing arrangements between WEX and the financing source shall have all of the rights of WEX.

EXHIBIT A WRIGHT EXPRESS CARD SALE PROCEDURES

1.1 METHOD OF TRANSMISSION OF CARD SALES TO WEX

A. MERCHANT shall have the necessary equipment to permit the electronic acceptance of the Card at its Distribution Sites including but not limited to their point of sale equipment and networking services.

B. MERCHANT shall collect and transmit the Card Sale data in accordance with the WEX Technical Specification. Merchant shall obtain from Wright Express the necessary acceptance certification for its network and equipment that will be used for processing sales transaction.

1.2 MANUAL CARD SALE PROCEDURES

A. If MERCHANT is unable to obtain an authorization for a Card Sale due to the communication facilities for WEX are not operable, MERCHANT must capture the sales transaction through the use of a suitable imprinter to legibly imprint the Cards on the sales slip and requiring the cardholder to sign the sales receipt ("Manual Card Sale").

B. MERCHANT shall obtain all information required in Section 1.3.A below. MERCHANT shall take all commercially reasonable efforts to protect Manual Card Sale data from fraud or misuse.

C. MERCHANT shall not submit paper Manual Card Sales directly to WEX for processing unless prior approval is first obtained. In the event that WEX has agreed to accept such Manual Card Sales, WEX reserves the right to assess the Manual Transaction Fee set forth in Exhibit B.

D. In the event that MERCHANT allows a Manual Card Sale without first obtaining an authorization from WEX, the Merchant may still accept the Card for payment, however shall contact WEX as soon as communication with the WEX authorization facilities can be re-established.

E. When submitting a Manual Card Sale for processing, MERCHANT shall include the authorization or other approval code it received from WEX when submitting the completed Card Sale to WEX for processing.

F. WEX limits its liability for Manual Card Sales made in accordance with Section D above to \$50.00 per transaction and \$500 per day per Distribution Site. WEX reserves the right to change these limits from time to time. Manual Card Sales that exceed these limits shall be at the credit risk of MERCHANT.

1.3 MINIMUM CARD SALE PROCESSING REQUIREMENTS

A. Card Sale data sent to WEX shall include: account number, vehicle number, driver identification number, sales date, sales time, site identification number, authorization number, product code(s), quantity, total sales amount (in dollars), odometer, ticket number and any other information as WEX and MERCHANT may mutually agree upon.

B. All Card Sales require an authorization or approval from WEX. MERCHANT shall request such authorization from WEX for the total Card Sale amount prior to sending the Card Sale to WEX for processing.

C. WEX does not provide pre-authorizations, nor does it place available credit on "hold". If MERCHANT calls prior to completion of the services being provided to the cardholder, MERCHANT still needs to obtain an authorization number upon completion of the services or Card Sale to obtain payment from WEX.

D. An authorization or other approval code is not a guarantee that MERCHANT will receive payment. WEX does not provide payment to merchants based upon receipt of information during the authorization process. MERCHANT is still required to submit the completed Card Sale, including the authorization or other approval code, to WEX. Obtaining an authorization without submitting the completed Card Sale to WEX may result in non-payment by WEX for such Card Sale.

E. MERCHANT shall not accept payment through use of an expired Card or when advised upon authorization inquiry, that the Card is not to be honored.

F. MERCHANT shall never make a Card Sale when MERCHANT believes or has reason to believe that the Card may be counterfeit or stolen or the Card Sale is in any way fraudulent or otherwise suspicious.

G. Merchant shall maintain a record of all information required in Section 1.3.A above.

H. Upon request, MERCHANT shall provide the cardholder with a copy of the transaction receipt documenting the Card Sale. Such receipt shall not include the full account number or driver identification number printed on the receipt.

I. If the Card Sale is not an island card reader transaction ("pay-at-the-pump"), MERCHANT shall require the cardholder to sign the transaction receipt unless the total for the Card Sale is less than \$25.

J. Any Card Sale data received by WEX from MERCHANT by 5:00 p.m. Eastern Time ("ET") shall be treated as having been received on the next business day.

K. MERCHANT shall not divide the price of goods and services purchased in a single transaction among two (2) or more transaction receipts for billing to WEX.

L. Merchant must not submit Card Sales until Products are delivered.

M. A Card must be present at the time of purchase. In the event that MERCHANT processes a Card Sale when the Card is not presented, MERCHANT bears the risk of the sale being charged back.

N. MERCHANT shall maintain a record of the Card Sale, including all sales data required for a period of **one (1) year**. Upon the reasonable request of WEX, such

records shall be provided to WEX within **thirty (30) calendar days** of WEX's request. Failure to provide the requested record will result in a charge back of the Card Sale to MERCHANT.

1.4 DATA INPUT AND TRANSMISSION

A. Merchant is responsible for the data entry of Card Sale information by its personnel, or representatives. All data shall meet the WEX Technical Specification and shall be in good and usable condition.

B. If information pertaining to any Card Sale is garbled in transmission such that part or all of the record is likely to vary from what MERCHANT transmitted, WEX may advise MERCHANT of the suspected inaccuracy and request retransmission of the record or other appropriate confirmation. WEX may, with notice to MERCHANT, withhold payment for such Card Sales until the record is retransmitted or MERCHANT provides other appropriate confirmation.

C. If MERCHANT has not provided WEX with required information or that WEX needs to interpret, verify, or validate a Card Sale, WEX may, withhold payment for such Card Sale until MERCHANT sends WEX the necessary information. WEX may make appropriate adjustments in its settlements with MERCHANT to reflect the receipt or correction of any such Card Sale information. WEX shall provide notice to MERCHANT of any Card Sales that it is not able to process due to errors or missing information through its daily settlement reports.

D. MERCHANT shall submit all Card Sales to WEX for processing within **thirty (30) days** of the transaction date. WEX may accept transactions up to **one hundred and twenty (120) days** from the date of the transaction for processing and billing to the fleet, however, reserves the right to chargeback any such transaction that is disputed by a fleet customer.

E. MERCHANT authorizes WEX to refer to a default price per gallon table, which may be used when the calculated price per gallon for the transaction falls outside of WEX's acceptable range of pricing which is updated from time to time by WEX based upon market conditions. The table is based upon average price per gallon data collected from all merchants who accept WEX Cards.

F. MERCHANT authorizes WEX to refer to the authorization log to obtain information to complete the processing of transactions in the event that errors are detected by WEX during processing. It is understood by the parties that the information contained in the authorization log is the "actual, real-time" information received by WEX from the MERCHANT at the time the use of the charge card was authorized. If sufficient information is not available in the authorization log to correct any errors in the transaction file received by WEX from MERCHANT, then these transactions will be returned back to MERCHANT for correction.

G. Use of the defaults in Section 1.4.E and 1.4.F above does not affect the total transaction value submitted for settlement and is only used to facilitate reporting to fleet customers. It does not relieve MERCHANT of its requirements to provide accurate and complete data as set forth in 1.3.A for Card Sales.

1.5 CHARGEBACKS

A. Chargebacks shall be made for Card Sales that are disputed and (i) the required authorization was not obtained, (ii) were for unauthorized Products, (iii) were fraudulently made by an employee of MERCHANT or (iv) the WEX Card Sale Procedures were not followed. MERCHANT shall remain liable for all outstanding Chargebacks.

B. Any obligation to pay a Chargeback pursuant to this Agreement shall be unconditional and shall be waived, released or affected by any settlement, extension, compromise or forbearance or other agreement made or granted by WEX with or to any cardholder or obligor. Failure to issue a Chargeback with knowledge of a breach of warranty or other defect shall not be deemed a waiver of any of WEX's rights with respect to such a Card Sale. WEX will expend normal business efforts to remedy against cardholders and shall not be required to exhaust its remedies against cardholders or others as a condition precedent to requiring performance by MERCHANT of their obligations hereunder.

Petro Setup and Service Form

Please be advised it may take up to 5 business days for a Petro file build to be completed.

Date: 1/11/12 ☐ New Merchant ☐ Existing/Previous Merchant – MID: _____

DBA: Washington Elementary School District #6 Phone: 602-347-2600 # of Locations: 1

Address: 12651 N 39th Ave

City: Phoenix State: AZ Zip: 85029

Relationship Manager: Nathan Kayse Phone #: 888-798-3133 Fax #: 866-976-1372

Bank Affiliate / VAR ID #: _____ Sales Code #: _____

Provide the Merchant Identification/Account Number for each of the following applicable:

American Express: 5020178877 EBT: _____

FleetCor: _____ Fleet One: _____

PETROLEUM SERVICE ADDENDUM SECTION

CARD ACCEPTANCE

☒ **Voyager Card Acceptance** - Merchant shall honor all valid Voyager Cards for purchases under the terms and conditions of this agreement.

☒ **Wright Express Acceptance** - Merchant agrees to the terms and conditions set forth in the Wright Express Merchant Charge Card Agreement.

Card Type	Yes	No	Merchant # (If each location has a unique merchant # do not include here. Provide those numbers on separate store application).
FleetCor (Fuelman)			Log onto http://www.fuelman.com/merchants/ to apply for a Fleetcor (Fuelman) merchant account number.
Fleet One			Contact Fleet One at 1.866.517.2537 to apply for a merchant account.
MasterCard Fleet			Heartland will provide.
Visa Fleet			Heartland will provide.

SCHEDULE OF FEES

(1) **Voyager Card Settlement** - Voyager Fleet Card Transactions will be assessed the following fees for per transaction and monthly activity. For a list of fees please refer to the Petro Exhibit E.

	Standard HPS	Large Client Support
Discount Fee, per Transaction (% of submitted transaction amount)	%	%
Per Transaction Fee	\$ 0.22	\$
Per Batch Fee, per Item	\$	\$
Monthly Statement Fee	\$	\$
Chargeback Fee	\$	N/A
ACH Rejects	\$	\$
ACH Transmittals	\$	\$
Research, per Hour	\$	N/A
Set Up Fee	\$	\$
Custom Reporting	Priced Upon Request	N/A

Note: All the fees listed above are billed directly by Voyager Fleet Systems. Monthly statement provided by Voyager for Card transaction activity.

(2) **Wright Express Settlement** - Merchant fees are billed directly to Merchant in accordance with Wright Express Merchant Charge Card Agreement. (WEX application to accompany this agreement)

PETRO PARTNER ON TSYS TERMINAL / POS SETUP REQUEST SECTION

Additional Header (If Available): _____

Footer: _____

EQUIPMENT INFORMATIONSelect Auto Close Option: ☐ None ☐ 3:30AM Eastern

Select POS Device listed below; if not listed, see Matrix to manually enter the applicable information below these options.

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Fiscal Trav Star 1 | <input type="checkbox"/> Gilbarco Passport | <input type="checkbox"/> Radiant RPOS | <input type="checkbox"/> VeriFone Omni 3740 |
| <input type="checkbox"/> VeriFone Vx570 | <input type="checkbox"/> VeriFone Tranz 380 x2 | <input type="checkbox"/> Fuel Force 814-C | <input type="checkbox"/> Retailix StorePoint |
| <input type="checkbox"/> Syn-Tech FuelMaster | <input type="checkbox"/> VeriFone Omni 3750 | <input type="checkbox"/> VeriFone Tranz 330 | <input type="checkbox"/> *Hypercom PetroSmart |
| <input type="checkbox"/> Fuel Force 894-C | <input type="checkbox"/> SSS PetroSmart EZ | <input type="checkbox"/> VeriFone Ruby/Sapphire | <input type="checkbox"/> VeriFone Vx 510 |
| <input type="checkbox"/> VeriFone Tranz 380 | (with pay at the pump) | Other: <u>Fuel Force</u> | |

Select POS Pin Pad listed below; if not listed, see Matrix to manually enter the applicable information below these options.

- | | | | |
|--|---|-------------------------------------|---|
| <input type="checkbox"/> Ingenico 8100 Series | <input type="checkbox"/> MGR U205 | <input type="checkbox"/> MGR U206 | <input type="checkbox"/> Hypercom P1300 |
| <input type="checkbox"/> VeriFone MX Series | <input type="checkbox"/> Hypercom HS9-PCI | <input type="checkbox"/> PP100 SE18 | |
| <input type="checkbox"/> Other: (Please list; must be compliant device): _____ | | | |

* The client will be responsible for contacting SSS to arrange the download and will be responsible for any associated fees.

Equipment Information Code : R =Rent P=Purchase CO=Customer Owned S=Swap U=Upgrade E=Existing TID

Qty	Code	Terminal/POS Type	PATP Dispenser*	Qty	Code	Printer Type	Qty	Code	Pin Pad Type
1	CO	FUEL FORCE							

Number of Gas Station Pumps (Required for PATP) _____ * PATP Dispenser is required for any/all PATP systems.

CONNECTIVITY INFORMATION

<input checked="" type="checkbox"/> Dial	<input type="checkbox"/> SmartLink	Terminal Dial Access (if required) <input type="checkbox"/> 9 <input type="checkbox"/> 8 <input type="checkbox"/> Tone <input type="checkbox"/> Pulse <input type="checkbox"/> * 70 Disable Call Waiting <input type="checkbox"/> Other: _____	Time Zone <input type="checkbox"/> CST <input type="checkbox"/> PST <input type="checkbox"/> MST	<input type="checkbox"/> Hawaii
<input type="checkbox"/> IP w/ Dial Back-up	<input type="checkbox"/> Datawire			<input type="checkbox"/> Alaska
<input type="checkbox"/> IP Static	<input type="checkbox"/> Frame Relay			<input type="checkbox"/> Arizona
<input type="checkbox"/> IP Dynamic				<input type="checkbox"/> EST

IP STACK INFORMATION (Required if IP Connectivity Type is STATIC)

IP Address : _____	DNS 1 : _____
Subnet Mask : _____	DNS 2 : _____

VERIFONE OMNI 3740/50 TERMINAL (Customer Owned)Omni 3740/3750 (Customer Owned) Serial#: _____ ☐ Dial Only Module ☐ Dual Comm Module**MICRONODE INFORMATION**

MicroNode Model: <input type="checkbox"/> 1100 <input type="checkbox"/> 1400 <input type="checkbox"/> 240 <input type="checkbox"/> 960	MicroNode Serial# (if customer owned) _____
Dial Back Up Fee: \$ _____	MicroNode Monthly Service Fee: \$ _____
Type of Connectivity: <input type="checkbox"/> DSL <input type="checkbox"/> Cable	Internet Service Provider Name: _____

Ship Equipment To (Please fill in address below) (Default DBA)

Name: _____	Phone: _____
Address: _____	
City: _____	State: _____ Zip: _____

Relationship Manager

Name: <u>Nathan Kayse</u>	Phone: <u>888-798-3133</u>
Email: <u>nathan.kayse@e-hps.com</u>	Fax: <u>866-976-1372</u>

COMMENTSdial only, no PIN Debit

TERMS & CONDITIONS

1.1 GENERAL:

This Petroleum Services Addendum is intended by the parties to amend and supplement the Merchant Processing Agreement ("Agreement") as set forth below, and shall for all purposes be considered part of the Agreement. Except as modified by this Petroleum Services Addendum, the Agreement shall continue in full force and effect in accordance with its terms and shall be applicable to the services provided pursuant to this Petroleum Services Addendum.

2.1 DEFINED TERMS:

All capitalized terms used in this Petroleum Services Addendum and not otherwise defined herein shall have the meanings set forth in the Agreement.

3.1 RIGHTS, DUTIES AND RESPONSIBILITIES OF MERCHANTS:

- a) At all times during the term, including any renewal thereof, of this Petroleum Services Addendum, Merchant shall remain a participant in good standing in each Fleet Card Program selected hereunder.
- b) Merchant shall submit to Acquirer/HPS a Petroleum Services Addendum as amended from time to time, for each merchant's location where Fleet Card Programs will be offered. A signed Petroleum Services Addendum must be received by Acquirer/HPS a minimum of twenty-one (21) days prior to the desired activation date.
- c) Merchant shall notify Acquirer/HPS at least thirty (30) days prior to the termination or withdrawal of its participation in any such Petroleum Services Program, or if such participation is terminated involuntarily and without prior notice to Merchant, immediately following such notice.
- d) Merchant shall pay to Acquirer/HPS the fees set forth in the Agreement in consideration of the services provided hereunder. Acquirer/HPS may modify the Agreement to provide for additional fees and charges for the support services for any Petroleum Services Program that imposes additional cost on Acquirer/HPS.
- e) Merchant will comply with all applicable laws, regulations, rules, or administrative guidelines related to its participation in each Fleet Card Program and acceptance of Fleet Cards, including any Network rules. Without limiting the foregoing, Merchant shall not resubmit any Fleet Card Transactions except as specifically permitted by rules related to such Fleet Card Program. Merchant will not take any action that would cause Acquirer/HPS to be in violation of any law, regulation, rule or administrative guideline applicable to any Petroleum Services Program, including any Network rules.
- f) Merchant will accept Fleet cards only for Transactions and purchases permitted under the applicable Fleet Card Programs.
- g) Regardless of Merchant's standard operating procedure for handling refunds, it shall provide refunds with respect to Fleet Card Transactions only in accordance with applicable laws, regulations, rules, or administrative guidelines related to its participation in each Fleet Card Program, including Network rules.
- h) If required by a Fleet Card Program, Merchant shall seek to obtain telephone authorization of each Fleet Card Transaction in situations in which it is unable to obtain electronic response from the card authorization system for the Fleet Card Program. If Acquirer/HPS processes manual sales drafts for Merchant, Merchant shall complete any such manual sales draft for a Fleet Card Transaction in accordance with the requirements of the Fleet Card Program.
- i) Merchant shall maintain records of Fleet Card Transactions as required by applicable laws, regulations, rules, or administrative guidelines related to its participation in each Fleet Card Program, including Network rules.
- j) Merchant shall not use or disclose any information concerning a Cardholder for any purpose not directly connected with the performance of Merchant's duties under the Fleet Card Program.
- k) Merchant shall provide to Acquirer/HPS and any Fleet Card Provider any information reasonably required by Acquirer/HPS or the Fleet Card Provider to assist Acquirer/HPS or the Fleet Card Provider in ensuring the integrity, security and successful performance of the processing Network.
- l) Merchant shall, at its own expense, ensure that its employees receive appropriate training in the use of equipment and procedures with respect to each Fleet Card Program in which Merchant participates. If Merchant so requests, Acquirer/HPS shall provide such training to Merchant's employees, provided that Merchant shall pay Acquirer/HPS the usual and customary fees charged by Acquirer/HPS for its employees time in conducting such training and shall reimburse Acquirer/HPS for employee travel, lodging and other reasonable out-of-pocket expenses incurred in conducting on-site training.

TERMS & CONDITIONS (continued)

4.1 Voyager Fleet Cards:

Merchant shall honor all valid Cards for purchases under the terms and conditions of this Agreement. Merchant shall check the expiration date and any printed restrictions for both electronic and manual transactions.

- a) There shall be a no floor limit for all electronic transactions.
- b) If a sale is declined, the Card shall not be used to complete the sale
- c) All cashier-assisted electronic sales drafts and credit vouchers shall be completed to include POS terminal print showing the Card account name encoded in magnetic stripe (if POS function is applicable), last four digits of the account number, expiration date of the Card, the signature of the authorized user, the transaction date and time, type of fuel sold, a description of the service rendered (if requested), odometer reading (as permitted by the electronic POS device), total sale price and the authorization number.
- d) At customer-activated terminals, the sales draft shall include the last four digits of the account number, expiration date of the Card, the transaction date and time, type of fuel sold, the total sale price, authorization number, as required, and odometer reading.
- e) All cashier-assisted sales drafts and credit vouchers processed manually using a card imprinter shall contain the card account name embossed on Card, account number, expiration date of the Card, the signature of the authorized user, the transaction date, a description of the merchandise sold or services rendered, total sales price and, if required, the identification number and odometer reading.
- f) A copy of the sales draft or receipt and credit vouchers shall be made available to the Cardholder at the time of sale or return a copy of the sales draft shall be retained by Merchant for a period of six (6) months from the date of purchase. For daily transmission of sales data, Merchant shall maintain true and complete records in connection with the information required to be provided to Voyager under this Amendment for a period of not less than thirty-six (36) months from the date of the generation of the data.
- g) If Merchant is instructed to retrieve a Card and the Cardholder refuses to surrender the Card, the Merchant shall make no further effort to obtain the Card.
- h) If Acquirer/HPS or Voyager determines that an excessive number of unauthorized transactions are originating with Merchant, Acquirer/HPS or Voyager shall have the right to exclude Merchant or the specific Merchant site from acceptance of a Card until the problem is remedied to the satisfaction of the excluding party.

4.2 Returns:

Merchant to establish a fair policy for the exchange and return of merchandise. Merchant shall promptly submit credits to Voyager for any returns that are to be credited to the Cardholder's account.

4.3 Voyager Fallback Authorization:

If there is a timeout or response message on the point-of-sale device indicating that the authorization system is unavailable, the Merchant must telephone for authorization. A human operator or a voice response authorization system may provide the authorization.

4.31 If there is a timeout at the host processor, a response message shall be sent to the POS device on amounts over fifty dollars (\$50.00), requiring the station attendant to call the authorization system at the designated telephone number.

4.32 Acquirer/HPS's host processor shall allow the same amount of time for authorization of Voyager transactions through VisaNet as it does for Visa card transactions.

4.33 If an electronic authorization cannot be achieved at an unattended POS device due to technical difficulties, Cardholders shall be referred to the station attendant. The station attendant shall use the same procedure described in section 4.32 above.

5.1 ACH AUTHORIZATION:

Merchant shall execute the automated clearinghouse system ("ACH") authorization form set forth to allow for Voyager transaction, statement and ancillary service billing as detailed above, in a form acceptable to Acquirer/HPS.

AUTHORIZED SIGNATURE

The undersigned represents and warrants to Acquirer/HPS, Wright Express Inc. and Voyager Fleet Systems Inc. that all terms and conditions of this application and accompanying documents have been reviewed in their entirety. The undersigned represents and warrants that he/she has authority to sign and to bind Merchant to the terms of this Addendum.

X _____
Signature Print Name & Title Date

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
 FROM: Dr. Susan J. Cook, Superintendent Discussion
 DATE: February 9, 2012 Information
 AGENDA ITEM: *TeachTown Partnership Agreement 1st Reading

INITIATED BY: Dr. Craig Carter, Director of Special Services
 SUBMITTED BY: Dr. Craig Carter, Director of Special Services

PRESENTER AT GOVERNING BOARD MEETING: Dr. Craig Carter, Director of Special Services

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

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

On June 24, 2010, the Governing Board awarded a contract for computer assisted instruction for children with autism to TeachTown. On June 23, 2011, the Governing Board approved a contract renewal with TeachTown to be used on an as needed basis. TeachTown is an educational software company specializing in research-based solutions for children with developmental special needs. The TeachTown curriculum addresses communication skills, social skills, language and emotional development through interactive online and classroom based activities using systematic prompts and reinforcements.

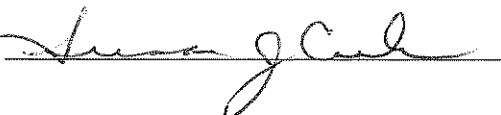
TeachTown is currently implemented in the District's autism program at John Jacobs Elementary School and Royal Palm Middle School. The District pays a license fee ranging from \$809.00 to \$1,349.00 per student due to volume discount pricing and credit for previous software purchases. The license fee also includes one year of professional development support at Tier 3 as described in the supporting documents. We currently have 63 licenses for a total cost of \$72,065.00 covering the time period from August 30, 2011 to September 29, 2015.

The program has been widely embraced by staff for its instructional quality as seen by the success achieved with students. The company has been impressed with our results and recently approached the District to create a partnership for the purpose of developing a demonstration school site and, in return, will provide additional professional development support at no additional cost to the District.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the TeachTown Model School Agreement and authorize the Superintendent to execute the agreement on behalf of the District.

Superintendent



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

Agenda Item *II.G.

***TeachTown Partnership Agreement**

February 9, 2012

Page 2

The purposes of this agreement are:

- To create and maintain a Model TeachTown School site to insure the highest feasible level of functional and academic success for students who use *TeachTown®: Basics* products and services,
- To permit public citation of such success consistent with ensuring a high level of privacy standards for Washington Elementary School District (WESD) students and staff and
- To allow the WESD experience with TeachTown products and services to serve as a reference model for statewide government organizations.

The services provided by TeachTown are valued as follows, but provided at no additional cost to the District:

- \$5,600.00 Year 1 - Tier Four Fidelity Plan
- \$1,500.00 Year 2 - Tier Three Fidelity Plan
- \$1,500.00 Year 3 - Tier Three Fidelity Plan
- \$4,000.00 Year 1 Winter - 2 days on-site training, coaching, mentoring (\$2,500.00 day 1, \$1,500.00 day 2)
- \$4,000.00 Year 1 Early Fall - 2 days on-site training, coaching, mentoring (\$2,500.00 day 1, \$1,500.00 day 2)

\$16,600.00 Total

The Agreement has been reviewed and approved by District Legal Counsel.

TeachTown Model School Agreement

THIS AGREEMENT ("Agreement"), commencing January 1, 2012 (the "Commencement Date"), is made and entered into by and between TeachTown, Inc., 16461 Sherman Way, Suite 240, Los Angeles, CA 91406 ("TeachTown"), and Washington Elementary School District No. 6, 4650 West Sweetwater Avenue, Glendale, AZ 85304 ("WESD"), together referred to as the "Parties" or "parties."

Purposes: The purposes of this agreement are:

- To create and maintain a Model TeachTown School Site to insure the highest feasible level of functional and academic success for students who use *TeachTown®: Basics* products and services,
- To permit public citation of such success consistent with ensuring a high level of privacy standards for WESD students and staff and
- To allow the WESD experience with TeachTown products and services to serve as a reference model for statewide government organizations.

Background: TeachTown provides education software and solutions for children with special needs and autism. TeachTown is working with public officials in the Arizona State Department of Education, the Arizona Legislature and other state government agencies in building a statewide partnership to make TeachTown available to schools throughout the State of Arizona.

The parties agree as follows:

1. Model School.

The model school referenced in this agreement will be the John Jacobs Elementary School, located at 14421 North 23rd Avenue, Phoenix, Arizona 85023 (the "Model School"). The Model School may be changed or expanded to include other schools or locations from time to time upon written mutual agreement of the Parties in the form of modifications to this Agreement.

2. Program.

The implementation of *TeachTown®: Basics* together with the *TeachTown®: Basics Fidelity Plan* at the Model School will be referred to in this agreement as "the Program."

3. TeachTown Responsibilities.

- 3.1. TeachTown will provide to WESD the services of the TeachTown®: Basics Fidelity Plan for professional development and mentoring. The Tier Four Fidelity Plan will be provided in year one of this agreement and the Tier Three Fidelity Plan will be provided in years two and three of this agreement. The Fidelity Plans are described in Schedule A.
- 3.2. TeachTown will provide to WESD Training Services for year one of this Agreement. The Training Services are described in Schedule A.
- 3.3. TeachTown's provision of Tier 3 Fidelity Plan services in years 2 and 3 is contingent upon meeting the requirements set forth in this agreement.

4. WESD Responsibilities.

- 4.1. WESD will implement the general terms outlined in the TeachTown Fidelity Plan of Schedule A for the term of the Agreement.
- 4.2. WESD's usage of TeachTown products may be cited by TeachTown to the Arizona State Department of Education, the Arizona Legislature and for other TeachTown marketing

purposes, subject to reasonable privacy protections including the terms of Family Educational Rights and Privacy Act (FERPA) The Children's Online Privacy Protection Act (COPPA), and all privacy standards practiced by WESD.

- 4.3. WESD will maintain a participation level of at least 5 staff members in the Fidelity Plan activities and at least 50 students in active TeachTown student enrollment for the term of the Agreement.
- 4.4. WESD will engage students for an average of at least 0.75 *TeachTown®: Basics* sessions per school day for half day students and 1.5 *TeachTown®: Basics* sessions per school day for full day students. A session is a continuous usage period 2 to 30 minutes, with a typical recommended session length of 15-20 minutes.
- 4.5. The WESD Lead Person will attend at least 80% TeachTown monthly Fidelity calls.
- 4.6. WESD will implement a *TeachTown®: Social Skills* activity an average of at least 3 days per week in at least 4 classrooms.
- 4.7. WESD will complete the Classroom Observation Form for *TeachTown®: Basics* two times per classroom per school year and submit the forms to the TeachTown Client Services Associate. A sample of the Classroom Observation Form is attached in Schedule B.

5. Mutual Responsibilities.

- 5.1. Each party will assign a lead person (the "Lead Person") to manage the coordination and communication among the parties in order to promote the success of the Program and the progress of the students in using *TeachTown®: Basics* at the Model School.
- 5.2. At the commencement of the agreement, the Lead Person for TeachTown will be Jennifer Kahler (jkahler@teachtown.com, 1-818-212-2908) and the Lead Person for WESD will be Nick Gupton (nick.gupton@wesdschools.org). Each party may replace their Lead Person from time to time as the party deems necessary. It is the duty of each party to promptly inform the other party, and its Lead Person, of any change of their Lead Person.
- 5.3. Each of the Parties may appoint additional personnel to support the Agreement as each party chooses. Together, each party's Lead Person and other support personnel, if any, are referred to as the "Assigned Personnel."
- 5.4. Each of the Parties will make full faith efforts to meet the terms of this Agreement.
- 5.5. The Assigned Personnel of the parties will confer at such times as may be mutually agreed upon to evaluate the Program.
- 5.6. The Assigned Personnel of the parties shall cooperate in providing a sound educational environment for effective care.

6. Indemnification.

To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the indemnifying party, its agents, employees, or any tier of that party's subcontractors in the performance of this Agreement.

7. Notices.

All notices required to be given under this Agreement shall be sufficient if sent by electronic mail, facsimile, or U.S. Mail as follows:

For TeachTown:

Idet Keshmeshian, Controller
TeachTown, Inc.

16461 Sherman Way, Suite 240
Los Angeles, CA 91406
Tel: 818 781-1403 Fax: 818 235-0196
billing@teachtown.com

For WESD:

Craig Carter Ed.D.
Washington Elementary School District No. 6
4650 W. Sweetwater Avenue
Glendale, AZ 85304
Tel: 602 347 2642 Fax: 602 347-3517
craig.carter@wesdschools.org

8. Entire Agreement.

This Agreement is the entire Model School Agreement. Notwithstanding the foregoing, you acknowledge that the license and agreement terms of any and all TeachTown products and services apply. If any provision of this Agreement is held to be invalid, such invalidity shall not render invalid the remainder of this Agreement or the remainder of which such invalid provision is a part. If any provision of this Agreement is so broad as to be held unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

9. Non-Discrimination.

Both parties shall comply with all federal, state, and local laws, rules, and regulations, and executive orders concerning non-discrimination in employment, education, and services on the basis of sex, race, disability, religion, national origin, or veteran's status.

10. Authorized Signature.

Each party to this Agreement represents that the person signing this Agreement on its behalf is authorized by each respective party to do so.

11. Governing Law

This Agreement shall be governed by the laws of the State of Arizona.

12. Term and Termination:

The term of this Agreement will be 3 years from the Commencement Date. Either party may terminate the Agreement upon substantial breach of the terms of the agreement by the other party if, upon 30 days written notice to the other party, the stated breach is not cured.

Agreed by:

Washington Elementary School District No. 6

TeachTown, Inc.

Authorized Signature

Authorized Signature

Susan J. Cook

Date

Name

Date

Superintendent

Title

Schedule A

TeachTown®: Basics Tier Four Fidelity Plan

TeachTown Professional Services Overview

TeachTown Professional Services Division is what clearly differentiates the level of fidelity and implementation your program will experience. Your decision to invest in TeachTown products for your team and your students is of the utmost importance and we give this confidence our highest priority. TeachTown understands the need to maximize your investment in TeachTown by demonstrating student engagement and progress. We don't succeed unless you do!

What is the TeachTown Professional Services Division?

TeachTown Professional Services Division is comprised of team members across the country that understands the various needs and unique challenges in education to ensure the greatest success for each individual program. Both the Client Services Team and Professional Development Team play an important role throughout our partnership with you. Each client is assigned a Client Services Associate from the moment you engage TeachTown. Your Client Services Associate serves as a day-to-day contact and is dedicated to your success, ensuring you receive the greatest value from all our TeachTown products implemented in your classrooms. Our team continues to be available throughout the partnership to support the development, growth and success over time.

Planning a Successful Implementation

Your Client Services Associate will contact you to discuss training, school installation, goals, expectations, and more. We provide documentation developed from years of experience in working with other programs to provide step by step instructions to implementing TeachTown with the greatest success. A member of our Professional Development Team joins in this discussion to customize certain aspects of training to ensure it meets the needs of your program, teachers, and students.

Completing Your Interactive Hands-on Training

Training is completed with one of our experts in the field of special education. All TeachTown trainers are highly qualified staff with both classroom and clinical experience in working with students using various curriculum, assessments, and methodologies. Each training session was developed for hands-on experience with teachers practicing in the full version of the software to ensure they are prepared to implement with the challenges each classroom faces.

Fidelity and Student Progress Reporting

One of the most important goals you will likely include with the TeachTown program is to ensure staff is using the program with fidelity as determined through the implementation process. This goal will complement another important goal of increasing student engagement and progress. The TeachTown Fidelity Plan provides monthly organization reporting to administrators' of student progress each month. Teachers receive notification of in-depth individual student progress reports each month. Reporting is available to teachers and administrators online 24/7 through your TeachTown authenticated username and password.

Continued Support and Mentoring

TeachTown understands the importance of engagement with your team throughout the partnership to receive the greatest progress. In addition to our world-class support team, we offer additional services

including Monthly Tips and Tricks, 24/7 Self Service Support Portal to search solutions and submit questions, monthly fidelity calls to review usage and student progress to define action items needed and next steps, FAQ Webinars for all staff, mid-year and year-end evaluations, facilitator surveys, and more.

TeachTown®: Basics Tier Four Fidelity Plan

Tier Four Fidelity Plan offers the greatest resources and offerings. A member from the TeachTown Professional Services Division will coordinate with the client and attend an on-site implementation meeting to develop a comprehensive implementation plan. This includes program, teacher and student selection, installation, training overview and needs, infrastructure and support needs for both partners, goals and expectations for all involved, and so much more. It also includes on-site classroom mentoring after facilitators implement the program in the classroom to provide structured and positive feedback with various staff utilizing the program with students. The trainer will visit up to four different classrooms each day to better understand the needs of the staff and how we can complement the needs of your program. We understand that teachers have great intentions, but they also carry great responsibility when returning to the classroom. This mentoring provides real life support based on the classroom environment and student population.

Tier Four Fidelity Plan

Introduction:

- Assigned TeachTown CSA (Client Services Associate)
- Welcome email and contact information
- Coordination with tech department for installation support

Documentation:

- Facilitator Quick Start Guide
- Administrator Quick Start Guide
- Organization usage reports
- Reference Guide via Internet and downloadable
- Online video tutorial access

Ongoing Support Services:

- Self-service portal to submit questions and support requests
- Monthly Tips and Tricks
- Email access to CSA for all staff
- Telephone support to CSA for all staff

Scheduled Support Services:

- On-site implementation meeting with program staff and TeachTown team (6 hours max)
- Monthly Fidelity calls with TeachTown CSA (10 months)
- FAQ Webinar for all staff within 60 days of implementation
- Follow up call from TeachTown Partnership Director every 60 days or as needed
- Mid-year evaluation survey with results in PDF format
- Mid-year evaluation via conference call with program staff and TeachTown team
- Mid-year FAQ Webinar for all staff
- Year-end evaluation survey with results in PDF format
- Year-end evaluation via conference call with program staff and TeachTown team

Training Services:

- Training Services, as described below in this Schedule, in year one of this Agreement
- Coordination and planning of Training Services
- 3 days consecutive on-site classroom mentoring

Tier Three Fidelity Plan

The Tier Three plan has the same components as the Tier Four plan, exclusive of:

Training Services:

3 days consecutive on-site classroom mentoring

Scheduled Support Services:

On-site implementation meeting with program staff and TeachTown team (6 hours max)

Mid-year evaluation survey with results in PDF format

Mid-year FAQ Webinar for all staff

Note: The "On-site implementation meeting with program staff and TeachTown team (6 hours max)" is replaced in Tier Three with "Implementation meeting via conference call with program staff and TeachTown team (60 minutes)"

TeachTown Training Services

Our TeachTown Professional Development staff has developed a comprehensive series of sessions offering the necessary tools to implement TeachTown products with great success. We strive to continually improve upon these training resources, both in the content we deliver during the training sessions, as well as the documentation we provide based upon evolving educational strategies, student and program needs, and feedback we receive through communication with our fidelity services. Each training session is unique to the needs of our clients. The Professional Development Team works closely with the Client Services Team to evaluate goals and progress for our accounts that take advantage of our Fidelity Plans. Most importantly, effective integration requires an understanding of the environment, the students being served by the product and instructional practices applied to integrate into daily schedules with fidelity and engagement. Our teams partner when communicating with your team through implementations, evaluations, and webinars.

The following training will be provided for up to 12 teachers:

- In January or February of 2012, 2 consecutive days of on-site training, coaching and mentoring.
- In early fall of 2012, 2 consecutive days of on-site training, coaching and mentoring .

The exact training content will be determined based upon input from the evaluation and TeachTown – WESD coordination and implementation meetings. Because WESD teachers have already received some TeachTown Professional Development, refresher training may be provided and/or any of the sessions described below and/or coaching or mentoring.

Session I: Introduction to *TeachTown*® : *Basics* (3 hours)

- Participants learn how to incorporate *TeachTown*® : *Basics* into their students' daily schedule and how the program increases student learning
- Topics include: program navigation, starting a student's session, selecting lessons, viewing reports, creating facilitator and student accounts, completing the student placement questionnaire, selecting lessons, and implementation guidelines

Session II: Using *TeachTown*® : *Basics* Off Computer Activities (1.5 hours)

- Participants learn how to effectively use the Off Computer Activities in *TeachTown*® : *Basics*

- Participants learn how to use research-based teaching strategies with not only the Off
- Computer Activities but throughout the entire school day
- Off Computer Activities work on: generalization, expressive language, imitation, motor skills, joint attention, and building relationships

Session III: Data Driven Instruction and Decision Making Using *TeachTown®: Basics* (1.5 hours)

- Participants learn how to effectively use the data that is automatically collected
- Topics include: using the *TeachTown®: Basics* reports to guide instruction, selecting lessons based on student progress and IEP goals, and understanding raw and summary data
- Recommendations are also made regarding how to work with the students' educational team to use the *TeachTown®: Basics* reports and communication systems to provide comprehensive, coherent and individualized instruction to each student

Schedule B

TeachTown®: Basics Classroom Observation Form (Draft Version)

TeachTown®: Basics		Classroom Evaluation Form			
Key: "TTB"=TeachTown®: Basics, "OCA"=Off Computer Activity Instructions: For each observation, enter an "X" in only one of the four columns.					
Classroom	Exceeds	Proficient	Below	Not Observed	
TTB is used as a center-based rotation or activity in the schedule (at least 4 of 5 days preferred or max attendance)					
OCA's are being used in a center or whole group activity (at least 4 of 5 days preferred)					
Students are getting the recommended rotations and time on TTB (two 15 to 20 min. sessions per day for full time and at least 1 session for 1/2 day)					
Student minutes set/ lessons set before student begins					
Fun Stuff printables used in the classroom or for any specific students					
Visual schedules for students that may need them					
Data collection on OCA's (at least periodically)					
All adults know where prepared OCA's can be found					
Schedule visible or accessible to any adult that comes into the classroom					
Programs aligned with student IEPs, district or state goals and objectives					
Overall positive learning environment					
TOTAL	Multiply total by 3 0	Multiply total by 2 0	Multiply total by 1 0	Multiply total by 1 0	
Teacher	Exceeds	Proficient	Below	Not Observed	
All adults in the classroom able and comfortable with signing in students					
Teacher/ other professional is monitoring students on TTB- Computer while able to complete other tasks					
Teacher is monitoring student data on a regular basis					
Teacher is able to access student data easily to share with administrators					
Teacher is utilizing OCA's to send home for at least some students					
Teacher is adjusting minutes/facilitator lessons based on data in TTB					
Teacher connecting On-computer lessons with OCA's					
Teacher managing TT time within the daily schedule					
Teacher communicating TT progress with parents/ administrators regularly (at least once per grading period)					
TOTAL	Multiply total by 3 0	Multiply total by 2 0	Multiply total by 1 0	Multiply total by 1 0	
Student	Exceeds	Proficient	Below	Not Observed	
Student transitions to TTB appropriately					
Student is engaged while on TTB- Computer					
Level of assistance/ support needed for students is appropriate					
Students using QuickStart Lessons					
Students using Facilitator Selected Lessons					
Students are independent on TTB Computer lessons					
Student requires some extrinsic reinforcers for TTB					
Student transitions away from TTB appropriately					
Student progressing in software per data					
TOTAL	Multiply total by 3 0	Multiply total by 2 0	Multiply total by 1 0	Multiply total by 1 0	
OVERALL TOTAL	0	0	0	0	
Comments:					

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action

FROM: Dr. Susan J. Cook, Superintendent Discussion

DATE: February 9, 2012 Information

AGENDA ITEM: *Quality First Enrollment Agreement and Program Improvement Grant with First Things First 1st Reading

INITIATED BY: Samantha Bennett, Roadrunner Head Start Instructor SUBMITTED BY: Diana Howsden, Director of Head Start

PRESENTER AT GOVERNING BOARD MEETING: Samantha Bennett, Roadrunner Head Start Instructor

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: First Things First
Quality First Grant
Budgeted: Yes

First Things First created Quality First to ensure that all Arizona children have access to the quality early learning opportunities that will help them arrive at kindergarten ready to succeed. Quality First is a quality improvement process and rating system for Arizona programs serving children from birth through five years of age. If approved, the implementation of the rating system includes a grant from First Things First to provide money for program improvements throughout the rating process for a maximum of three years.

The Washington Elementary School District Head Start program is proposing to implement the Quality First quality improvement process and rating system in the Roadrunner Head Start classrooms. Roadrunner Head Start staff feel their participation will directly benefit their sites needs. Participation will enable the program at Roadrunner to receive a program assessment, program improvement grant money, approximately \$7500.00 per year for a maximum of three years, based on the outcome of the assessment, individualized coaching from Quality First staff, child care health consultations and a star rating.

The Agreement has been reviewed by District Legal Counsel.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Quality First Enrollment Agreement and Program Improvement Grant with First Things First and authorize the Superintendent to execute all necessary documents.

Superintendent 

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

Agenda Item *II.H.

Quality First Enrollment Agreement

Participant Responsibilities

Provider Name and Address:	Coaching Agency:
	Quality First Coach:

This Quality First Enrollment Agreement is made between the provider named above (herein referred to as Participant) and First Things First on this ____ day of ____, 20__.

Responsibilities of Participant:

1. Maintain compliance with relevant licensing, certification rules and regulations. I will notify my Quality First coach of new enforcement actions, changes in my regulatory status and suspension or revocation of license and/or certifications.
2. Participate in all assessment and rating activities, which may include but are not limited to: sharing program information and/or records as needed, providing access during the assessment visits including meeting with assessors during indicated timeframes and receiving an assigned Star Rating.
3. Follow Quality First policy and procedures as outlined in the Quality First Implementation Guide.
4. Willingly partner and meet regularly with my coach to create Quality Plans that are responsive to the assessment results and identified needs of the program.
5. Actively attempt to implement recommendations from the coach and child care health consultant (CCHC) as outlined in the Quality Plan.
6. Agree to meet with a T.E.A.C.H. Early Childhood * Arizona program specialist to learn about the T.E.A.C.H. scholarship program and professional opportunities available for my staff.
7. Provide staff with opportunities to meet with the coach, CCHC, support service providers and/or attend training opportunities as appropriate.
8. Utilize financial incentives to improve overall program quality according to Quality First guidelines.
9. Inform staff, parents and others about participation in Quality First including components of assessment, coaching, financial incentives, child care health consultation, T.E.A.C.H. Early Childhood * Arizona scholarships, and Star Rating.
10. Identify a program staff person that will be the Program Designee who will serve as the primary onsite contact for all programmatic decisions regarding Quality First improvement activities.
11. *** If regulated by Department of Health Services** Programs regulated with Department of Health Services must enroll in the Empower Pack program. Empower Pack is a program administered by Department of Health Services that supports programs by providing strategies and resources for incorporating physical activity, nutrition and anti-tobacco education into everyday learning activities. Programs can log onto the DHS website for more information about Empower Pack Program and how to apply. <http://www.theempowerpack.org/>

Quality Planning

1. I understand that I am able to remain enrolled in Quality First unless there is no longer funding, I choose to dis-enroll, I am not in compliance with my regulatory agency or I am not in compliance with the Quality First Enrollment Agreement. I understand that there are six components of the Quality First program: individualized

Initials:

Quality First Enrollment Agreement

Participant Responsibilities

- coaching, program assessment, financial incentives, professional development scholarships, child care health consultation and Star Rating.
2. I understand that quality goal setting is a continuous process and a shared responsibility between my program, the Quality First coach and the child care health consultant.
 3. I understand that a Quality Plan is developed during each enrollment year with Quality First in partnership with my Quality First coach and child care health consultant.
 4. I understand that the Quality Plan is composed of prioritized needs based on reports and observations of my program made by myself and the Quality First coach, the assessment data from the Environmental Rating Scales and CLASS assessment tool as applicable.
 5. I understand that my Quality Plan must include a **minimum of 3 goals** within each enrollment year.
 6. I understand that the amount of Quality First enhancement grants are determined by the licensed capacity of children served birth through age five (not in kindergarten).
 7. I understand that all enhancement grants requested must be linked to a priority goal identified in the quality plan that demonstrates how the goal will lead to improved assessment scores and increased quality by the next assessment cycle.
 8. *** If regulated by Department of Health Services** I understand a portion of my Enhancement Grant or Quality Bonus will be designated to assist with the cost of my licensing fees. I understand that a percentage will be automatically deducted and given to the Department of Health Service by First Things First on an annual basis.

Program Assessment and Quality First Rating

1. I understand that assessments are used to recognize my program's strengths as well as identify opportunities for improvement. I understand that all classrooms must be accessible to the Quality First assessor during an assessment visit.
2. I understand that there are three types of assessments used in Quality First to calculate a Star Rating:
 - **Environmental Rating Scales**- measures the quality of an environment in early care settings.
 - **Classroom Assessment Scoring System**- measures the interactions between teachers and students in preschool classrooms. ** Used when ERS average program score is 3.0 or higher*
 - **Quality First Points Scale Document**- measures quality in three additional areas: staff qualifications, administrative practices and curriculum and child assessment. ** Assessed for rating only when ERS & CLASS scores meet the 3 star level.*
3. I understand that I must meet all assessment scores in each star level to obtain a Star Rating and will receive a new Star Rating at the completion of each assessment cycle.
4. I understand that if my ERS and CLASS scores meet the 3, 4 or 5 star level, I will receive up to 6 months to complete the Quality First Point Scale Assessment. At the end of the 6 months, I will receive a Star Rating.
5. I understand that if I am rated at the 1 or 2 star level, I will receive an annual program assessment. If I am rated at 3, 4 or 5 star level I will receive an assessment every two years.
6. I understand that Star Rating will determine the package of Quality First benefits and supports I am eligible to receive.

Initials:

7. I understand that while assessment scores will remain confidential and will be used for quality planning; my Star Rating will be publicized at the completion of my second program assessment. I understand that "publicized" means that my Star Rating will be made public.

Quality First Financial Incentives

1. I understand that I am eligible to receive incentives distribution based on a fiscal year (July 1- June 30), not based on assessment cycle. I understand that at the start of each fiscal year (July 1), I will have the access to the full incentive amount as based upon the licensed capacity of children birth through age five and star level.
2. I understand that any unexpended incentive funds or programmatic balances will not be carried over from one fiscal year to the next.
3. I understand that I can access incentives through Enhancement Grants or a Quality Bonus based upon my star rating.
1. I understand that if I am rated at 1 or 2 stars, my program will receive financial incentives through Enhancement Grants. I understand that Enhancement Grants can be used to purchase materials, resources or supplement professional development opportunities for staff. All purchases from Enhancement Grants must be linked to the Quality Improvement Plan.
2. I understand that if I am rated at 3, 4 and 5 stars, I can choose to receive a Quality Bonus which is a cash incentive that can be used with flexibility for overall program quality improvement. I further understand that if I choose to receive a Quality Bonus, I will be required to complete a Quality Bonus Agreement and Financial Report indicating how the Quality Bonus was utilized.

For Programs Regulated with Department of Health Services

1. I understand that participation in Empower Pack is a new enrollment requirement for all Quality First programs regulated with the Department of Health Services. I understand that it is my responsibility to apply for Empower Pack through the Department of Health Services. I further understand that Department of Health Services will provide regular reports to FTF indicating QF programs that are enrolled in the Empower Pack program.
2. I understand that all programs enrolled in Quality First that are regulated by the Department of Health Services (DHS) will receive assistance with payment of licensure fees. I understand that that 50% of my licensing fees will be deducted from the Enhancement Grant or Quality Bonus over a 3 year period.
3. I understand that 1/3 will be deducted every year so that by the end of 3 years, 50% of the licensing fee will have been paid to DHS for the Quality First program.
4. I understand that Quality First Assistance with licensure fees is not optional for programs regulated with DHS. After a program's licensure fees are deducted, the remaining balance of a program's Enhancement Grant and Quality Bonus is the amount that is accessible to the program.

Program Closures

I understand that in the event of my program closing, First Things First requests that all materials and equipment purchased with Enhancement Grants be returned for redistribution to other Quality First enrolled programs in my regional area. I further understand that I will work with my Quality First coach on developing a plan and timeline for the redistribution of materials.

Initials:

Quality First Enrollment Agreement

Participant Responsibilities

☐ I accept enrollment in Quality First. By signing this document, I agree to all the responsibilities specified herein. I have read and understand all of the statements of understanding. I recognize that Quality First is a new Quality Improvement and Rating System being implemented in Arizona; therefore, additional responsibilities may be determined necessary for successful implementation. In such instances, amendments to this document may be developed as needed.

I understand that if at any time during this process, I am deemed ineligible to receive authorization to care for children of DES subsidized families or if my regulatory license is suspended and/or in enforcement action, my participation in Quality First may be terminated pending further determination by First Things First. I understand that my enrollment in Quality First may determine my eligibility for other First Things First programs. I further understand that discontinuing enrollment in Quality First may make my program ineligible for other funding opportunities or services provided through FTF.

☐ I decline enrollment in Quality First. I am unable to fulfill the required responsibilities of an enrolled participant. I understand that declining enrollment in Quality First may make my program ineligible for other financial funding or services provided through First Things First in my regional area. I further understand that should I be interested in future enrollment, I am able to submit a new Quality First application for future selection consideration.

Initial Star Rating: ☐ 1 Star ERS Average Program Score:
☐ 2 Stars ERS Average Program Score:
☐ 3, 4, or 5 Stars TBD* ERS Average Program Score: CLASS Average Program Score:
 *Star Rating to be assigned in 6 months upon completion of the Quality First Point Scale Assessment

Financial Incentives: ☐ Enhancement Grants ☐ Quality Bonus upon assignment of a 3, 4 or 5 Star Rating

Next Assessment: ☐ 1 year ☐ 2 years upon assignment of a 3, 4 or 5 Star Rating

Participant Signature (Owner, and/or District Manager)

Print Name

Date

Participant Signature (Director)

Print Name

Date

Quality First Coach Signature

Print Name

Date

Initials:

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: February 9, 2012 Information
AGENDA ITEM: *Permission to Pursue Partnership with Health Schools Campaign and the Minnesota Institute of Public Health 1st Reading
INITIATED BY: Dr. Craig Carter, Director of Special Services SUBMITTED BY: Dr. Craig Carter, Director of Special Services
PRESENTER AT GOVERNING BOARD MEETING: Dr. Craig Carter, Director of Special Services
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: DDA

SUPPORTING DATA

Funding Source: Center for Medicaid and Medicare Innovation Grant
Budgeted: No

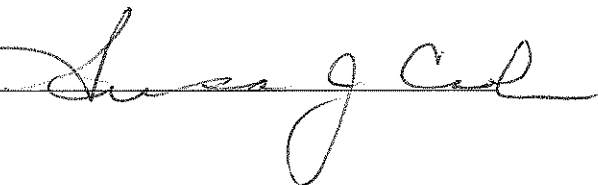
Healthy Schools Campaign and the Minnesota Institute of Public Health are looking for school districts from across the United States to participate in a two year demonstration project to determine if students' health, access to health care, and health care costs are positively impacted when schools receive funding for disease prevention and management and health promotion services provided by school nurses and allied health professionals (Health Technicians to the general student population). This project is being developed in response to Center for Medicaid and Medicare Innovation's (CMMI) Health Care Innovation Challenge. Selected grantees will receive awards between \$1 million to \$30 million from a \$1 billion allocation.

At the heart of this demonstration project is partnering with school districts to provide funding for an expanded number of health services provided by school nurses and allied health professionals. Healthy Schools Campaign and Minnesota Institute of Public Health are expecting to partner with five to six school districts. Upon hearing about the CMMI grant, Benita Loy, Supervisory Nurse, contacted the grant writer and an offer was extended to be one of the participating school districts contingent upon Washington Elementary School District submitting a participation letter of intent. The anticipated award date is March 2012.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board authorize permission to partner with Healthy Schools Campaign and Minnesota Institute of Public Health if selected as a grantee.

Superintendent



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

Agenda Item *III.

***Permission to Pursue Partnership with Health Schools Campaign and the Minnesota Institute of Public Health**

February 9, 2012

Page 2

Participating school districts will receive the following:

- ☐ Reimbursement for disease prevention and management and health promotion services provided to the general student population during the 2012-2013 and 2013-2014 school years.
- ☐ Funding for a staff member who will be responsible for coordinating the school district's involvement in the project from April 1, 2012 until March 30, 2014. This school district employee will work with project staff to assist with project planning, identify the district's training and technical assistance needs, assist in the delivery of training and technical assistance, and work with the project staff to support project evaluation.
- ☐ Training and technical assistance support for the district health service director, schools nurses and allied health professionals.

The potential revenue to the District during the grant period is as follows:

\$250,000.00 for training and technical assistance

\$80,000.00 + 25% fringe rate to hire a project coordinator for your district

\$50,000.00 for each of the participating schools in the district

- 10 to 15 schools in the first year so \$500,000.00 - \$750,000.00 in year one
- An additional 10 to 15 schools in year two for a total of 20 to 30 schools participating in year 2 (\$1 to \$1.5 million in year two)

\$200,000.00 to cover indirect costs associated with implementing the grant

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action

FROM: Dr. Susan J. Cook, Superintendent Discussion

DATE: February 9, 2012 Information

AGENDA ITEM: *Acceptance of the Walmart Foundation Grant in the Amount of \$2,000.00, and the Target Grants in the Amount of \$1,400.00 1st Reading

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

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: DDA

SUPPORTING DATA

Funding Source: Grants
Budgeted: Yes

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

Funder	Location	Amount	Purpose
Walmart Foundation	Acacia Elementary (N)	\$2,000.00	Student incentives
Target	Ironwood Elementary (N)	\$700.00	1 st grade field trip
Target	Mountain View School (N)	\$700.00	Field trip

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

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the acceptance of the Walmart Foundation grant in the amount of \$2,000.00 and Target grants in the amount of \$1,400.00 and authorize the Superintendent to execute all necessary documents.

Superintendent 

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

Agenda Item *II.J.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: February 9, 2012 Information
AGENDA ITEM: *Issue RFQ No. 11.030, Solar Photovoltaic System Installation 1st Reading

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

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: M&O
Budgeted: Yes

The Washington Elementary School District (WESD) applied for energy incentives from Arizona Public Service (APS) in December. WESD received the award in February. In order to go forward with maximizing the incentives, an RFQ for solar service is in the District's best interest.

The purpose of requesting authorization to issue this request for qualifications is to obtain a qualified firm or firms to provide design and installation of cost effective solar photovoltaic generating system services to the District. The District's intent is to enter into a purchase agreement for a term of up to twenty (20) years.

This contract may be awarded to multiple vendors. It is not practical or advantageous to procure these services through a competitive sealed bidding process because the District will need to apply subjective criteria to determine the vendor(s) who can provide the most inclusive and quality services for the District.

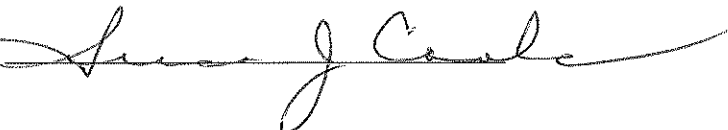
A multi-term contract is recommended for this procurement. In accordance with School District Procurement Rules R7-2-1093, it is determined that:

1. The estimated requirements cover the period of the contract and are reasonable and continuing.
2. The use of the subsequent multi-term contracts will serve the best interest of the school district by encouraging effective competition or otherwise promoting economies of scale in school district procurement.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board authorize the issuance of RFQ No. 11.030, for the solicitation for Solar Photovoltaic System Installation.

Superintendent



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

Agenda Item *II.K.

3. If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor may only be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the materials or services delivered under the contract or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations available for such purposes.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
 X Discussion
FROM: Dr. Susan J. Cook, Superintendent Information
 1st Reading
DATE: February 9, 2012
AGENDA ITEM: Discussion, Consideration and Possible Approval of Direction to the Employee Benefit Trust (EBT) Regarding the Employee Benefits Plan for 2012-2013
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: Policy EIC and A.R.S. §15-382

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

At the January 24, 2012 meeting of the Employee Benefit Trust (EBT), John Coyle (The Segal Company) presented Updated Preliminary Budget Projections for 2012-2013 and possible design modification options. Attached is an Executive Summary prepared by the Segal Company that compares the current position of the EBT with projections for 2012-2013. The projections are based on actuarial trend data, possible plan design changes and potential cost increases.

In order to provide input and direction to the EBT to facilitate the formulation of a final plan design and funding recommendation within the timeframe necessary to conduct open enrollment for employees in April, it is recommended that the Governing Board discuss, consider, and provide direction to the EBT regarding the employee benefits for the 2012-2013 fiscal year.

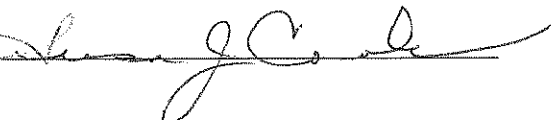
Based on the current revenue projections and possible budget limitations affecting the District, as well as a trend analysis of our history of insurance usage, the Administration makes the following recommendations: (i) maintain the District contribution level as is currently provided in the amount of \$5,046.48 per employee; and, (ii) utilize plan design changes, and if necessary, a portion of the excess contingency reserves of the EBT, to cover costs that exceed District-provided funding.

A final recommendation from the Trust Board will be presented to the Governing Board on March 8, 2012.

SUMMARY AND RECOMMENDATION

It is recommended that, based on the current revenue projections and budget limitations, the Governing Board direct the Employee Benefit Trust (EBT) to formulate an employee benefits plan recommendation for 2012-2013 that maintains the same level of District contributions as provided in the 2011-2012 plan in the amount of \$5,046.48 per employee, with any additional funding to come from plan design changes and/or excess contingency reserves of the EBT.

Superintendent



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

Agenda Item III.A.

Washington Elementary School District

Preliminary 2012 Budget Projection

Executive Summary

	2011-2012 Current		2012-2013 Maintain Current Plan Design		2012-2013 Eliminate EPO; maintain same PPO, add HDHP/HSA (\$2,500)	
	PPO	EPO	PPO	EPO	PPO	HDHP
Per employee per year annual cost		\$5,049		\$5,663 (12.2%)		\$5,897 (16.8%)
Monthly employee contribution	-0-	\$110	-0-	\$125.27	-0-	-0-
Monthly Dependent contribution	\$463.24	\$944.44	\$527.54	\$1,075.33	\$555.04	\$404.28
HSA Contribution	-	-	-	-	-	\$125.50

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WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
 X Discussion
FROM: Dr. Susan J. Cook, Superintendent Information
 1st Reading
DATE: February 9, 2012
AGENDA ITEM: Employee Phased Retirement Program

INITIATED BY: Interest-Based Negotiations Team SUBMITTED BY: Dr. Susan J. Cook,
Superintendent

PRESENTER AT GOVERNING BOARD MEETING: Sue Snyder, Director of Organizational Development

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA; ARS §15-502;
SB 1609 (Laws 2011,
Chapter 357)

SUPPORTING DATA

Funding Source: Various
Budgeted: Yes

Phased retirement programs offer benefits to both participants and employers. Participants are afforded additional time to accumulate retirement savings. Employers realize cost savings while retaining experienced employees and the institutional knowledge they represent.

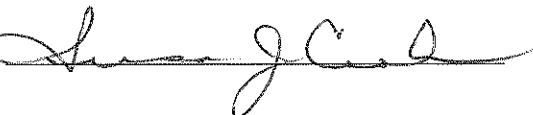
Beginning with the 2004-2005 school year and through the end of the 2008-2009 school year, eligible Washington Elementary School District (WESD) employees were able to participate in a phased retirement/employee leaseback program through smartschoolsplus, inc. Phased retirement was reinstated for 2011-2012 as a one-year program that included stipulations and conditions that had not previously been addressed. Of current concern is whether phased retirement should be reauthorized for the upcoming school year.

As a result of legislation that was signed into law by Governor Brewer in April 2011, beginning on July 1, 2012, Arizona State Retirement System (ASRS) employers who employ retired ASRS members, either as direct employees, leased employees or contractual employees, must pay ASRS an alternate contribution rate (ACR), which is anticipated to be 8.64% for 2012-2013.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board authorize WESD to pursue a contract with smartschoolsplus, inc. for the 2012-2013 school year in accordance with the guidelines set forth in the Interest-Based Negotiations Team's proposal.

Superintendent



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

Agenda Item III.B.

Employee Phased Retirement Program

Page 2

February 9, 2012

With this stipulation in mind, the District's 2011-2012 Interest-Based Negotiations Team applied interest-based strategies to develop a recommendation regarding the reauthorization of an employee phased retirement program for the 2012-2013 school year. Process details are attached.

Employee Phased Retirement Program

Issue:

On February 10, 2011, in response to a recommendation developed by the 2010-2011 Interest-Based Negotiations (IBN) Team, the Governing Board authorized WESD to pursue a one-year employee phased retirement program by contracting with smartschoolsplus, inc. for the 2011-2012 school year. Currently, as 2012-2013 staffing and budget projections are being addressed, the possibility of offering a phased retirement option for the upcoming school year is again being considered.

Involved Stakeholders:

WESD's 2011-2012 IBN Team applied interest-based strategies to examine the phased retirement program issue and to reach a consensus recommendation for presentation to the Governing Board. The Team is comprised of certified, classified and administrator representatives, and Superintendent Dr. Susie Cook serves as representative for the Governing Board. Of the 24-member team, 17 are voting members; the remaining 7 serve in a non-voting, resource capacity. IBN Team members discussed the phased retirement issue during their meeting on January 25, 2012.

Components of the Interest-Based Process:

- **Story:** *the subject of discussion; the problem to be solved.* The following are story details that IBN members offered to explain the issue under consideration:
 - Phased retirement was offered as a one-year option to eligible WESD employees for the 2011-2012 school year.
 - From 2004-2005 through 2008-2009, phased retirement through smartschoolsplus, inc. was offered on an ongoing basis; many WESD participants remained in the program during the full five-year period.
 - WESD did not offer an employee phased retirement program during the 2009-2010 and 2010-2011 school years.
 - Phased retirement/employee leaseback provides eligible participants a bridge to retirement and allows them to bypass Arizona State Retirement System's (ASRS) 20/20 rule.
 - WESD does not offer health insurance benefits to phased retirement program participants.
 - The phased retirement program is a cost savings opportunity for the District.
 - During the current school year, 32.875 FTE (33 to 34 people) participate in the phased retirement program, which is costing WESD \$670,000 less than if all had remained District employees for the year.
 - A provision of the current phased retirement program is that at the end of 2011-2012, positions held by program participants will be opened as vacancies or, if necessary, considered for possible budget reductions; as a result, the likelihood of instituting a reduction in force is diminished.
 - Current smartschoolsplus, inc. participants may reapply to WESD to be considered for posted vacancies, in which case external application, selection, salary placement and benefits procedures would apply.
 - The Human Resources Department has received inquiries from employees regarding the possible implementation of a phased retirement program for 2012-2013.

- The Superintendent cannot participate in District phased retirement programs; however, all other WESD certified, classified and administrator employees may participate if they meet all eligibility requirements.
 - A provision of Senate Bill 1609 – Retirement systems; plans; plan design (Laws 2011, Chapter 357) is the implementation, effective 7/1/2012, of an ASRS alternate contribution rate (ACR) for retired ASRS members who return to employment as an employee of an ASRS employer, either as a direct employee, leased employee or contractual employee. The ACR, to be paid by the employer, is to be calculated based on the amount needed to amortize ASRS's unfunded liability; for 2012-2013, the ACR is anticipated to be 8.64%.
 - WESD budgets for positions, not for people. The budgeted cost of a given position is based on the average salary for the position, plus the cost of benefits, including the ASRS contribution. Therefore, the ACR would not affect WESD's budget; however, it would impact expenditures, thereby reducing savings to be realized through the phased retirement program.
- **Interests:** *the concerns, needs or desires underlying an issue.* IBN members discussed the following interests with respect to the issue of phased retirement:
 - Reducing the likelihood of a reduction in force
 - Valuing employees; providing opportunities for employees
 - Saving money without reducing employees
 - Providing clear expectations and predictability
 - Retaining high quality employees
- **Criteria:** *the look fors, standards or set of factors according to which options are evaluated.* IBN members developed the following list of criteria:
 - Timelines; process for future years
 - Legal/legislative mandates
 - Affordability
 - Consideration of long-term impact; precedent setting; assumptions being made
 - Alignment with District values
- **Options:** *ways of addressing interests, stated as potential solutions.* IBN members brainstormed the following options:
 - Move forward with a one-year employee phased retirement program through smartschoolsplus, inc., with the same provisions as the current year program.
 - Move forward with a one-year employee phased retirement program through smartschoolsplus, inc., similar to the current year program but with added conditions, e.g., do not allow classified participants to work overtime; do not allow participants to earn stipends for coaching/teaching/sponsoring extracurricular activities.
 - Do not offer an employee phased retirement program for the 2012-2013 school year.
 - Offer a phased retirement program through a third-party group other than smartschoolsplus, inc.
 - Reduce pay to phased retirement participants and/or to smartschoolsplus, inc. as a means of absorbing all or part of the ACR costs
 - Reduce pay to smartschoolsplus, inc. by 9% versus current year program (from 91% of participant's base salary during final year of WESD employment to 82%)
 - Reduce participant's pay to 73% of base salary during final year of WESD employment (from 80% in 2011-2012)
 - Reduce participant's pay to 72.3%, and reduce pay to smartschoolsplus, inc. by 1%
 - Reduce participant's pay to 75%, with WESD absorbing the remainder of the ACR cost

- **Straw Design:** *a combination of options that meet the stated interests, as well as any other evaluative criteria, e.g., affordability, legal concerns, alignment with mission and values.* IBN members developed and reached 100 percent consensus on a straw design for a WESD phased retirement program that includes the following components:
 - The program will remain in effect for one year only (2012-2013).
 - The program is intended for eligible employees who wish to work for WESD for only one more year.
 - At the end of 2012-2013, positions held by program participants will be opened as vacancies or considered for possible reductions. Program participants may reapply to WESD to be considered for posted vacancies; external application, selection, salary placement and benefits procedures will apply.
 - The program will be open to eligible classified employees, certified employees and administrators; the Superintendent would not be eligible to participate, per District Regulation GCQE-R.
 - There would be only one entry date into the program (July 1) for eligible participants.
 - To be eligible, an individual must
 - have been employed by WESD for five or more consecutive years;
 - qualify for full retirement benefits through ASRS;
 - complete the WESD application process.
 - Selection of program participants from among eligible applicants will be based on the combined results of an individual's Reduction in Force rubric, Productive Culture rubric and performance evaluations.
 - A program participant's intended placement will be at the site where he or she was located immediately prior to retirement.
 - A program participant will receive 75 percent of the base salary earned during his or her final year of employment with WESD.
 - WESD will pay smartschoolsplus, inc. 86 percent of the base salary earned by the program participant during his or her final year of District employment.
 - WESD will not pay program participants' health insurance.
 - Program participants will be granted all general leave time up front.
 - 12-month employees will receive 12 days of general leave.
 - Employees who work fewer than 12 months per year will receive 10 days of general leave.
 - Program participants who are 12-month employees will be granted 10 vacation days up front.
 - Program participants will not be eligible for professional development days.
 - Program participants will not be eligible to receive incentives, unless 2141 (a function of No Child Left Behind [NCLB] that requires the equitable distribution of teachers) is instituted.
 - Program participants will be eligible to receive stipends for additional work completed, if applicable; in such circumstances, WESD would pay 100% of the stipend amount to smartschoolsplus, inc.
 - Program participants will not be eligible to serve on
 - IBN Team
 - Planning and Steering Council
 - Facilities Council
 - Program participants will be allowed to serve on
 - a curriculum related committee, if the committee's work impacts the participant's current year students
 - a committee, including Site Council, only if doing so is a requirement of the participant's position; determination of said requirement is to be overseen by the principal or Superintendent or designee.

- Program participants are not to be paid for any days for which regular District employees are not compensated, i.e., furlough days.

Recommendation:

The 2011-2012 IBN Team recommends that the Governing Board authorize WESD to pursue a contract with smartschoolsplus, inc. for the 2012-2013 school year in accordance with the guidelines set forth in the straw design, above.

PHASED RETIREMENT

Governing Board Meeting
February 9, 2012

The Issue

**Should WESD offer an
employee phased
retirement program for
2012-2013?**

Involved Stakeholders

2011-2012

Interest-Based Negotiations Team:

Certified Employees

- Joslyn Brown
- Paula Gray
- Carrie Hale
- Nina LaPine
- Talia Perry
- Darrin Squire
- Grace Wood

Classified Employees

- Eric Carpenter
- Patricia Flores
- Bruce Hertzog
- Nancy Heydorn
- Jessica Martinez
- Stephanie Phillips
- Janette Segui

Administrators

- Christine Hollingsworth
- Dr. Steve Murosky
- Dr. Mike Trevillion

Resources (nonvoting members)

- | | | |
|------------------|------------------|----------------|
| • Dr. Lyn Bailey | • Janet Sullivan | • Mindy Whalen |
| • Dr. Susie Cook | • Cathy Thompson | • Justin Wing |
| • Ken Simmons | | |

Interest-Based Process

~ STORY ~

Background

- Provides eligible participants a bridge to retirement
- Provides District a cost savings opportunity

History

- Offered on ongoing basis from 2004-2005 through 2008-2009
- Offered to certified only during first year; thereafter, offered to all employees except Superintendent
- No program offered during 2009-2010 or 2010-2011

Current Situation

- Offered as one-year option to eligible employees for 2011-2012
- 32.875 FTE program participants
- \$670,000 savings
- At end of 2011-2012, positions to open as vacancies or to be used as budget reductions

Future Considerations

- SB 1609 (Laws 2011, Chapter 357): ASRS alternate contribution rate, effective 7/1/2012
- ACR anticipated to be 8.64% for 2012-2013
- WESD budgets for positions, not for people.

~ INTERESTS ~

- Reducing likelihood of RIF
- Valuing employees
- Saving WESD money without reducing employees
- Providing clear expectation, predictability
- Retaining high quality employees

~ CRITERIA ~

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

Phased Retirement Program
~ Straw Design ~

100% Consensus!

Program Duration *(Proposed)*

- **One year only (2012-2013)**
- **End of 2012-2013 procedures:**
 - Positions held by program participants to become vacancies or to be used as possible budget reductions
 - Program participants could reapply to be considered for posted vacancies
 - External application and selection procedures would apply
 - New hire salary placement and benefits procedures would apply

Program Eligibility *(Proposed)*

- **Open to eligible members of all employee groups**
- **Meet basic requirements**
 - 5+ consecutive years employment
 - Full ASRS retirement benefits
 - Application process
- **Additional criteria considered**
 - RIF rubric
 - Productive Culture rubric
 - Performance evaluation
- **Intended placement: at site located prior to retirement**

Program Compensation/Benefits *(Proposed)*

- **Participant**: 75% of base salary earned during final year of WESD employment
- **smartschoolsplus**: 86% of base salary earned by participant during final year of WESD employment
- No health insurance through WESD
- General leave days granted up front
- Vacation days granted up front for 12-month employees

Program Compensation/Benefits *(Proposed)*

- Not eligible for professional development days
- Not eligible to receive incentives, unless NCLB 2141 is instituted
- Eligible to receive stipends for additional work completed
- Not to be paid any days for which WESD employees are not compensated, i.e., furlough days

Other Program Considerations *(Proposed)*

- Not eligible to serve on
 - IBN Team
 - Planning and Steering Council
 - Facilities Council
- Able to serve on
 - curriculum related committee, if work impacts current year students
 - other committees, including Site Council, if doing so is a position requirement

~ Recommendation~

**The 2011-2012 IBN Team
recommends that the
Governing Board authorize
WESD to pursue a contract
with *smartschoolsplus, inc.*
for the 2012-2013 school
year in accordance with the
guidelines set forth in the
preceding straw design.**

QUESTIONS?

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board

FROM: Dr. Susan J. Cook, Superintendent

DATE: February 9, 2012

AGENDA ITEM: Truancy Prevention Unit (TPU) Update

INITIATED BY: John Shikany, Emergency Response Coordinator

SUBMITTED BY: Dr. Lyn Bailey, Assistant Superintendent of Administrative Services

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

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

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

In February 2009, the Washington Elementary School District introduced a truancy prevention program to attempt to lower the rising numbers of truant students. Following the 2008-2009 school year, all the data were examined and the program seemed to have positive results on the truancy problem. Beginning with the 2009-2010 school year, the Truancy Prevention Unit (TPU) was established. Some small changes were made to the previous program, and the data gathered supported the previous findings that the program was producing a positive effect on the truancy throughout the District. Following the 2010-2011 school year, the second full year for the Washington Elementary School District (WESD) Truancy Prevention Unit (TPU), the total number of habitually truant students in the District decreased by 13%. Only two WESD schools showed an increase in habitually truant students from 2009-2010 to 2010-2011.

The TPU received 1,611 referrals and conducted over 3,709 home visits and/or school visits, talking with students and parents. The TPU issued 159 citations to 6th, 7th, and 8th grade students who, by Arizona Revised Statute standards, were deemed habitually truant and failed to respond to intervention steps offered by the schools and the TPU.

In addition 89 parents were cited into City of Phoenix Municipal Court for failing to ensure their children between the ages of 6 and 16 were in school, a Class 3 misdemeanor under Arizona Revised Statute 15-802. Following the issuance of a truancy citation to a student or parent, 57% of students had fewer absences after their court appearances, and 6% of those students had perfect attendance following court appearances. Between August 15, 2011 and January 1, 2012, the TPU has received 419 referrals and has conducted over 550 home visits.

SUMMARY AND RECOMMENDATION

No action required.

Superintendent 

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

Agenda Item IV.A.

Truancy Prevention Unit (TPU) Update

February 9, 2012

Page 2

The WESD TPU was approached by the City of Phoenix Prosecutors Office in March of 2011 and asked to conduct an in-service training for all City Prosecutors on the truancy process from school, to TPU, to Police Department, to Prosecutor's Office. This in-service was conducted in May 2011 with over 30 City Prosecutors in attendance. The Director of the Charging Bureau for the Prosecutor's Office requested that WESD coordinate with a Prosecutor from their Community Bureau to coordinate a step that will take place between identification of a prosecutable case and arrest.

In a joint effort among TPU, the Phoenix Police Department and the City of Phoenix Prosecutor's Office, the Truancy Intervention Prevention Solutions (TIPS) program was implemented. TIPS is a pre-arrest meeting that is held with the TPU, police officer, prosecutor, WESD social services representative, school representative, parent and student. During this meeting, the parent and student have the opportunity to identify the reasons for the truancy problem. The parents and student are informed of State laws regarding truancy and are informed of the steps that will be followed once the decision has been made to prosecute. At this meeting all agency representatives offer resources within their areas to assist the family with any barriers that are preventing good school attendance.

The first TIPS meeting was held on November 28, 2011 at Ocotillo Elementary School for one truant Palo Verde Middle School student and his parent. The *Arizona Republic* newspaper expressed interest in the WESD Truancy Program and, with the approval of the parent, a reporter was in attendance at the meeting. On December 7, 2011, an article titled "Washington schools try pilot anti-truancy plan" was published in the Phoenix News section of the paper. An additional article titled "Child truancy program to begin" was published in the Valley and State section of the *Arizona Republic* newspaper on December 10, 2011. The second TIPS meetings were held for four truant students and their parents on Tuesday, January 10, 2012.

Washington Elementary School District


2010/2011 School Truancy Report



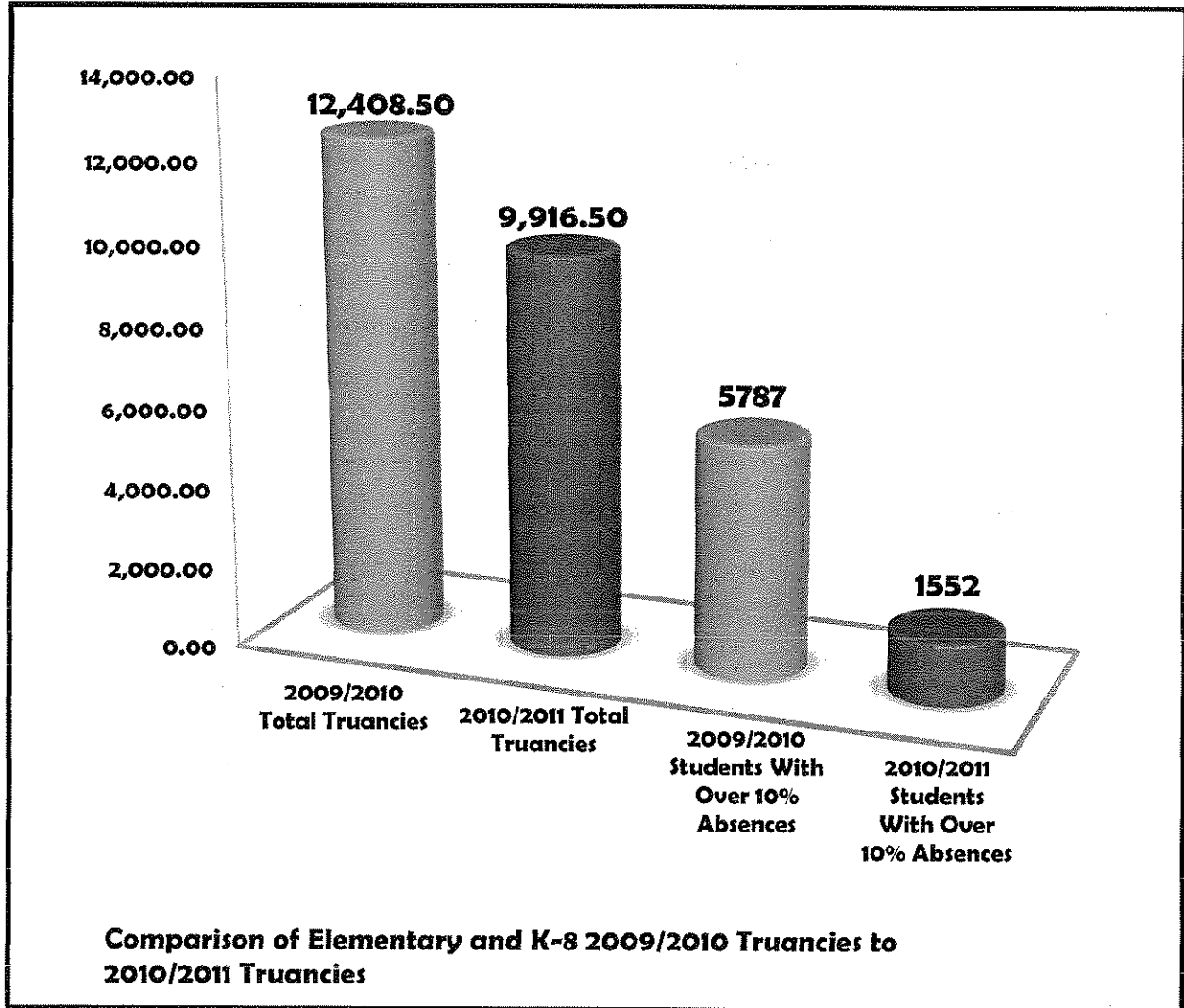
Prepared by J. Shikany

Washington Elementary School District

2010/2011 School Truancy Report

Students		Citations Issued
1020		248
Referrals		Student
1611		159
Home Visits		Parent
3709		89
Schools		Arrests
30		71

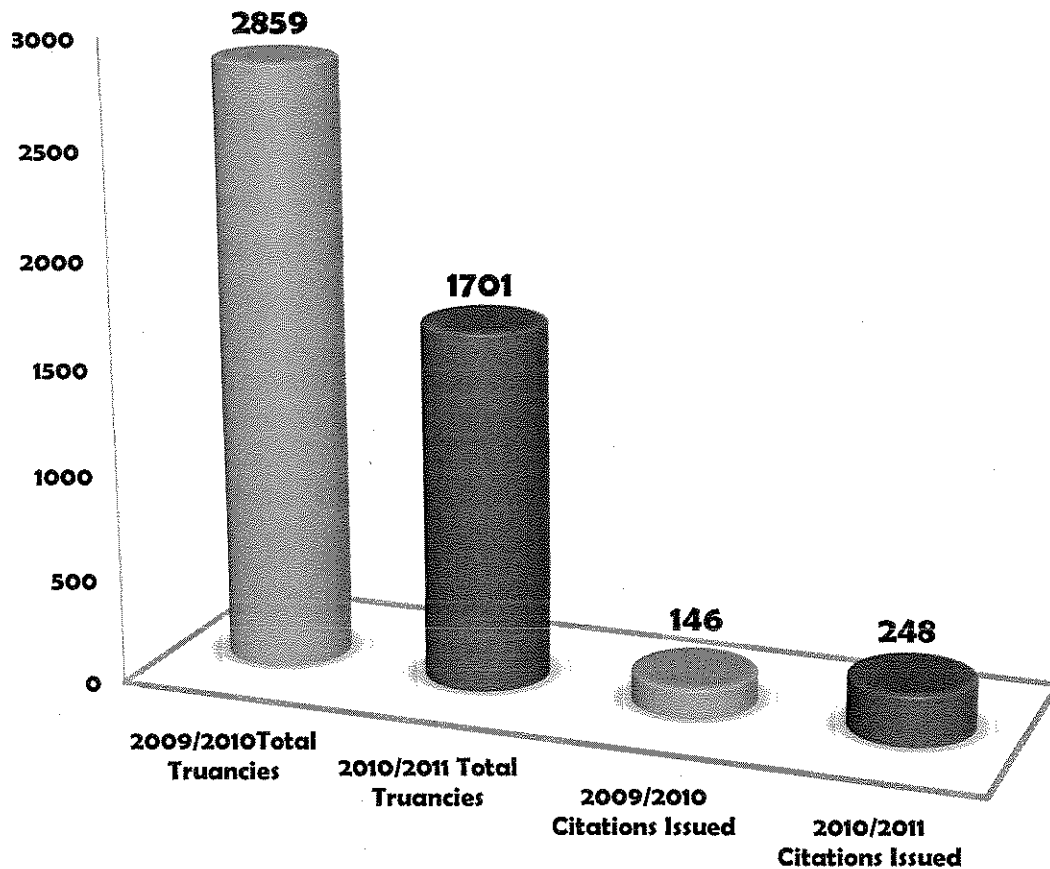
Washington Elementary School District
2010/2011 School Truancy Report



* These figures indicate a 20.08% reduction in total truancies in the 2010/2011 school year and a 73.18 % reduction in the number of students with more than 18 absences.

Washington Elementary School District

2010/2011 School Truancy Report



Comparison of Middle School 2009/2010 Truancies to 2010/2011 Truancies

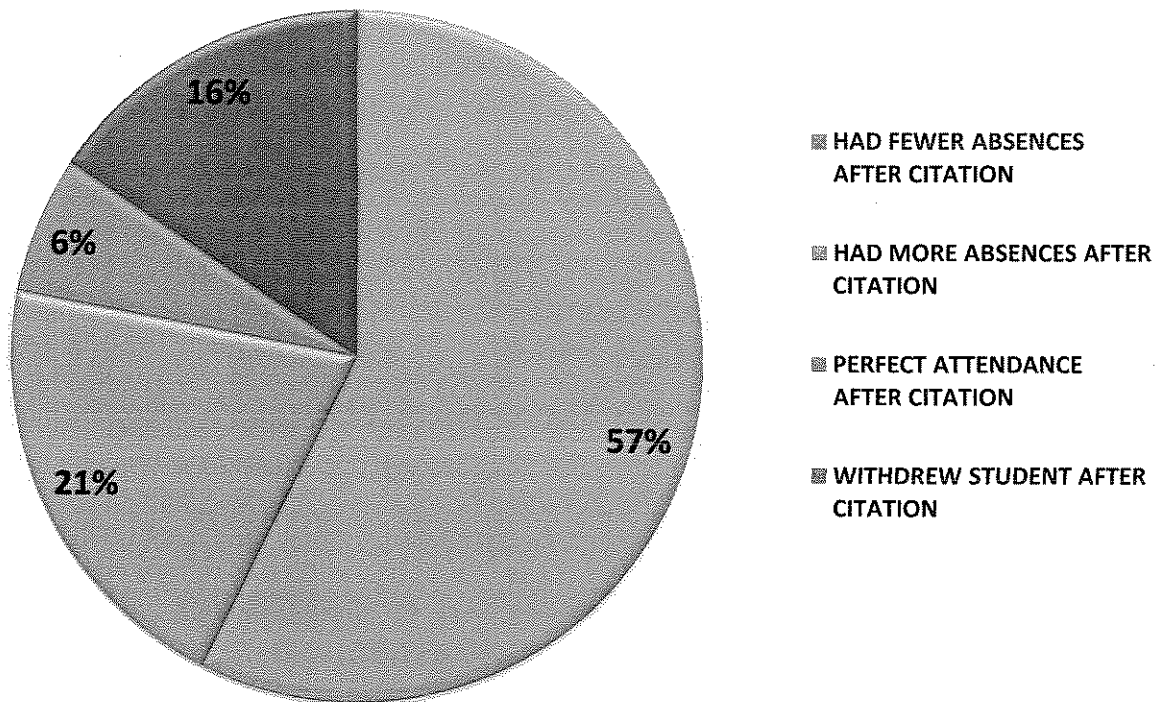
**Citations issued figures are for all schools

* These figures indicate a 40.5% reduction in total truancies during the 2010/2011 school year, and a 41.13% increase in the number of citations issued during the 2010/2011 school year.

Washington Elementary School District

2010/2011 School Truancy Report

**Percentage of Days Missed
After Citation**



Washington schools try pilot anti-truancy plan

By Maria Polletta

The Republic | azcentral.com

In a 180-day school year, state law considers any absences beyond 18 days "excessive."

Since classes began in August, a Washington Elementary School District middle-school student has missed more than 30 days.

He is intelligent, his mom said, but he has behavioral issues including Tourette syndrome and is resistant to going to school after he gets behind in his lessons.

The boy and his mother were the first to participate in a new anti-truancy program piloted by the school district.

The program involves personalized meetings — primarily with parents and students on the verge of being cited for truancy — to inform them of potential consequences and to help them form a plan to avoid them.

The program will begin with students and families at Palo Verde Middle School, Washington Elementary and Ocotillo Elementary. Beginning in January, most meetings will be arranged as 30-minute Saturday sessions. District officials are willing to work around family schedules.

School officials, the district truancy officer, a Phoenix police officer and a social worker will be present at most meetings. The Phoenix city prosecutor's office, which prosecutes parents who refuse to comply with school-attendance policy, also will be represented.

"We have a general theory that kids in school means less kids in jail later on," said Kent McCarthy, bureau chief of

community prosecution and appeals. "So these prevention programs are right up our alley."

Sometimes, truancy issues stem from a student simply refusing to go to school. But more often than not, another complication exists.

"Sometimes, an older student is kept home to babysit younger siblings while parents are at work," said Dorothy Watkins, the school district's administrator of social services. "Sometimes, parents have health issues and kids are afraid to leave them at home or the parents want them there. You also have a lot of situations where both parents are working and they both leave before the student has to leave, so the children are responsible for getting themselves up and out the door."

The economy has exacerbated those problems as families lose insurance coverage or are no longer able to afford professional childcare, Watkins said.

Washington District truancy coordinator John Shikany said schools typically refer students to him for "early intervention" after 10 absences, and he's had about 700 referrals since school started. Though he sends out mailers and does home visits to attempt to stem absenteeism before a citation is necessary, he cited 350 students and nearly 90 parents last school year.

The meetings will be another preventative tool for him, Shikany said, and hopefully will allow for more creativity in terms of looking for solutions or strategies.

If the program is successful, the district may expand it to other schools.

Cast member relates to 'Amahl' role

The Republic | azcentral.com

Grand Canyon University's Ethelton Theatre Series is presenting "Amahl and the Night Visitors," a feel-good Christmas story that has its own feel-good story involving a member of the cast.

"Amahl," written by Gian Carlo Menotti, is an opera about a disabled shepherd boy (Amahl) and his mother, who wants more for her son than to be a beggar on the streets.

Phoenix resident Claire Penneau

plays Amahl's mother. Penneau, 38, is a full-time student and a working mother of three.

"I can relate to Amahl's mother because I've been there," Penneau says.

"Amahl's mother feels like she has the weight of the world on her shoulders, and she goes from this place of utter hopelessness and despair to something wonderful. It's really neat to see her transformation."

The final three performances will be 7:30 p.m. Friday and Saturday and 2 p.m. Sunday. Call 602-639-8880 for tickets.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board

FROM: Dr. Susan J. Cook, Superintendent

DATE: February 9, 2012

AGENDA ITEM: A.R.S. 15-701 "Move on When Reading" and A.R.S. 15-701.01 "Move on When Ready" Updates

INITIATED BY: Janet Sullivan, Assistant Superintendent of Academic Services

SUBMITTED BY: Janet Sullivan, Assistant Superintendent of Academic Services

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA; A.R.S.15-701; 15-704; 15-701.01

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

The purpose of this agenda item is to provide updates for the Governing Board on the statutory changes to A.R.S. 15-701, which has become known as "Move on When Reading" and the "Move on When Ready" initiatives. The first addresses promotion or retention of students from third grade, while "Move on When Ready" provides an avenue for students to graduate as early as the end of the sophomore year of high school.

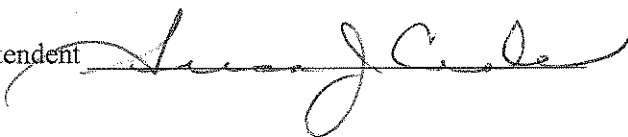
The amendments to A.R.S. 15-701 were the result of House Bill 2732 which was introduced in the Forty-ninth Arizona Legislature, second Regular Session, 2010, and has now become known as "Move on When Reading." The additions to the statute focus on the promotion requirements for third graders, specifically that beginning in school year 2013-2014, a third grader reading far below the third grade level shall not be promoted. The statute outlines the requirements for the state board of education as well as local governing boards in implementing the law, and includes "a mechanism to allow a school district governing board... to promote a pupil from the third grade" through a number of exemptions.

The "Move on When Ready" initiative was spearheaded by the Center for the Future of Arizona and the effort has led to the addition of the Grand Canyon High School Diploma and the related board examination system as outlined in

SUMMARY AND RECOMMENDATION

No action required.

Superintendent



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

Agenda Item IV.B.

A.R.S. 15-701 “Move on When Reading” and A.R.S. 15-701.01 “Move on When Ready” Updates

February 9, 2012

Page 2

A.R.S. 15-701.01. The Center has been selected by the State Board of Education to oversee these efforts in the implementation of the voluntary “Move on When Ready” strategy.

A Power Point will be presented outlining current documents, ongoing actions, and next steps in meeting the 15-701 requirements as well as a brief overview of the Grand Canyon High School Diploma and board examination systems.

Documents referenced and attached are:

- A.R.S 15-701
- A.R.S. 15-704
- Arizona Department of Education Website Move on When Reading Home Page and FAQ
- Spring 2011 Letter to Parents of Kindergarten Students
- Center for the Future of Arizona Move on When Ready
- A.R.S. 15-701.01

**Promotion and Retention
A.R.S. 15-701
"Move on When Reading"
and
A.R.S. 15-701.01
"Move on When Ready"**

Update for the Governing Board
February 9, 2012

Documentation

- ▣ A.R.S. 15-701
- ▣ A.R.S. 15-704
- ▣ Arizona Department of Education "Move on When Reading" Home Page
- ▣ Move on When Reading FAQs
- ▣ Spring 2011 Letter to Parents of Kindergarten Students
- ▣ Center for the Future of Arizona Move on When Ready
- ▣ A.R.S. 15-701.01

A.R.S. 15-701 (as amended Laws 2010)

- ▣ A.2. Prescribe...the competency requirements for the promotion of students from the third grade shall include the following:
 - (a) Reading falls far below
 - (b) Mechanism allowing governing board to promote...good cause exemptions
 - (i) disabled student who did not take AIMS
 - (ii) disabled student previously retained
 - (iii) English language learner with <2 years English instruction
 - (iv) student with reading deficiency previously retained twice
 - (v) student demonstrates proficiency on alternate assessment
 - (vi) Governing Board accepts parent's written request for exemption

A.R.S. 15-701 cont.

- ▣ A.2. (c) intervention and remedial strategies developed by the state board of education for pupils who are not promoted...school district governing board shall offer at least one...developed by the state board...
 - ▣ (i) assignment of different teacher for reading
 - ▣ (ii) Summer school reading instruction
 - ▣ (iii) In the next academic year, intensive reading instruction....
 - ▣ (iv) Online reading instruction

A.R.S. 15-701 cont.

- ▣ A.3. Universal screening per A.R.S. 15-704
- ▣ A.4. B. Beginning in the 2010-2011 school year...provide annual written notification

WESD Spring 2011 letter for all kindergarten parents

<http://www.azed.gov/k12-literacy/move-on-when-reading-home-page/>

A.R.S. 15-704

Reading proficiency; definitions

- A. Each school district...that provides instruction in kindergarten through grade three shall select and administer screening, ongoing diagnostic and classroom based instructional reading assessments... to monitor student progress. Each school shall use the diagnostic information to plan appropriate and effective intervention.

A.R.S. 15-704 cont.

Additional requirements:

- Adopt a scientifically based reading curriculum that includes the essential components (phonemic awareness, phonics, vocabulary development, reading fluency and reading comprehension) of reading instruction
- Provide ongoing teacher training based on scientifically based reading research
- Devote reasonable amounts of time to explicit instruction

A.R.S. 15-704 cont.

Additional requirements:

- “If more than twenty percent of students in grade three ... do not meet the standards, the governing board or governing body shall conduct a review of its reading program that includes curriculum and professional development in light of current, scientifically based reading research.”

Comprehensive Reading Program

- Implementation with fidelity of scientifically research based reading program
- Revision and implementation of screening, ongoing diagnostic and classroom based instructional reading assessments:
 - DIBELS Next
 - Phonics Screener
 - Individual Reading Inventory
 - Quarterly Benchmark Assessments
- Ongoing job embedded professional development with principals and staff

2010 and 2011 3rd Grade AIMS Data

Reading	2010	2011
Number Tested	2549	2454
Number Falling Far Below	217	202
	8.5%	8.2%
Number of ELLs	111	107
Number receiving Special Education Services	66	75
Number non-ELL and non-SpEd	40	32

Next Steps in Implementation of A.R.S. 15-701

- Await further guidance from State Board of Education and Arizona Department of Education to include an alternate reading assessment, intervention and remedial strategies, and potentially, midyear promotion
- Revise District policy, regulation, exhibits
- Provide guidance for principals, teachers and parents of current kindergarten and first grade students

Move on When Ready A.R.S. 15-701.01

Initiative focuses on:

- raising academic achievement
- recognizing students' interests and goals
- ensuring that every student is prepared to succeed in college and career through a comprehensive instructional system, and
- providing alternate pathways to high school graduation

Move on When Ready A.R.S. 15-701.01

Any school interested in implementing the voluntary Move on When Ready strategy does so with technical support and general supervision provided by the Center for the Future of Arizona which was selected by the State Board of Education for the purpose of working with the examination systems and implementation of the Grand Canyon Diploma options (to include graduation as early as end of sophomore year).

15-701. Common school; promotions; requirements; certificate; supervision of eighth grades by superintendent of high school district; high school admissions; academic credit

A. The state board of education shall:

1. Prescribe a minimum course of study, as defined in section 15-101 and incorporating the academic standards adopted by the state board of education, to be taught in the common schools.

2. Prescribe competency requirements for the promotion of pupils from the eighth grade and competency requirements for the promotion of pupils from the third grade incorporating the academic standards in at least the areas of reading, writing, mathematics, science and social studies. Notwithstanding section 15-521, paragraph 3, the competency requirements for the promotion of pupils from the third grade shall include the following:

(a) A requirement that a pupil not be promoted from the third grade if the pupil obtains a score on the reading portion of the Arizona instrument to measure standards test, or a successor test, that demonstrates that the pupil's reading falls far below the third grade level.

(b) A mechanism to allow a school district governing board or the governing body of a charter school to promote a pupil from the third grade who obtains a score on the reading portion of the Arizona instrument to measure standards test, or a successor test, that demonstrates that the pupil's reading falls far below the third grade level for any of the following good cause exemptions:

(i) The pupil is a child with a disability as defined in section 15-761 and did not take the Arizona instrument to measure standards test, or a successor test.

(ii) The pupil is a child with a disability as defined in section 15-761, has taken the Arizona instrument to measure standards test, or a successor test, and has been previously retained in a grade.

(iii) The pupil is an English learner or a limited English proficient student as defined in section 15-751 and has had fewer than two years of English language instruction.

(iv) The pupil has a reading deficiency and has been previously retained twice in a grade.

(v) The pupil has demonstrated reading proficiency on an alternate assessment approved by the state board of education.

(vi) The school district governing board or the charter school governing body accepts a parent's request for an exemption for a pupil who does not meet any of the good cause exemptions prescribed in items (i) through (v) of this subdivision. Within thirty days after receipt of notification that the pupil will not be promoted from the third grade, a parent may submit a written request to the school district governing board or the charter school governing body for an exemption pursuant to this item. The written request shall include documentation showing that the promotion of the pupil is appropriate based on the pupil's academic record and shall include academic progress reports, the pupil's individualized education plan, if applicable, and letters from the pupil's teacher and the principal of the school recommending that the pupil be promoted from the third grade. The school district governing board or the charter school governing body shall issue a written acceptance or rejection of the parent's exemption request pursuant to this item within thirty days after receipt of the parent's request.

(c) Intervention and remedial strategies developed by the state board of education for pupils who are not promoted from the third grade. A school district governing board or the governing body of a charter school shall offer at least one of the intervention and

remedial strategies developed by the state board of education. The parent or guardian of a pupil who is not promoted from the third grade and the pupil's teacher and principal may choose the most appropriate intervention and remedial strategies that will be provided to that pupil. The intervention and remedial strategies developed by the state board of education shall include:

- (i) A requirement that the pupil be assigned to a different teacher for reading instruction.
- (ii) Summer school reading instruction.
- (iii) In the next academic year, intensive reading instruction that occurs before, during or after the regular school day, or any combination of before, during and after the regular school day.
- (iv) Online reading instruction.

3. Provide for universal screening of pupils in preschool programs, kindergarten programs and grades one through three that is designed to identify pupils who have reading deficiencies pursuant to section 15-704.

4. Distribute guidelines for the school districts to follow in prescribing criteria for the promotion of pupils from grade to grade in the common schools. These guidelines shall include recommended procedures for ensuring that the cultural background of a pupil is taken into consideration when criteria for promotion are being applied.

B. Beginning in the 2010-2011 school year, school districts and charter schools shall provide annual written notification to parents of pupils in kindergarten programs and first, second and third grades that a pupil who obtains a score on the reading portion of the Arizona instrument to measure standards test, or a successor test, that demonstrates the pupil is reading far below the third grade level will not be promoted from the third grade. If the school has determined that the pupil is substantially deficient in reading before the end of grade three, the school district or charter school shall provide to the parent of that pupil a separate written notification of the reading deficiency that includes the following information:

- 1. A description of the current reading services provided to the pupil.
- 2. A description of the available supplemental instructional services and supporting programs that are designed to remediate reading deficiencies.
- 3. Parental strategies to assist the pupil to attain reading proficiency.
- 4. A statement that the pupil will not be promoted from the third grade if the pupil obtains a score on the reading portion of the Arizona instrument to measure standards test, or a successor test, that demonstrates the pupil is reading far below the third grade level, unless the pupil is exempt from mandatory retention in grade three or the pupil qualifies for a good cause exemption pursuant to subsection A of this section.
- 5. A description of the school district or charter school policies on midyear promotion to a higher grade.

C. Pursuant to the guidelines that the state board of education distributes, the governing board of a school district shall:

- 1. Prescribe curricula that include the academic standards in the required subject areas pursuant to subsection A, paragraph 1 of this section.
- 2. Prescribe criteria for the promotion of pupils from grade to grade in the common schools in the school district. These criteria shall include accomplishment of the academic standards in at least reading, writing, mathematics, science and social studies, as determined by district assessment. Other criteria may include additional measures of academic achievement and attendance.

D. The governing board may prescribe the course of study and competency requirements for promotion that are in addition to or higher than the course of study and competency requirements the state board prescribes.

E. A teacher shall determine whether to promote or retain a pupil in grade in a common school as provided in section 15-521, paragraph 3 on the basis of the prescribed criteria. The governing board, if it reviews the decision of a teacher to promote or retain a pupil in grade in a common school as provided in section 15-342, paragraph 11, shall base its decision on the prescribed criteria.

F. A governing board may provide and issue certificates of promotion to pupils whom it promotes from the eighth grade of a common school. Such certificates shall be signed by the principal or superintendent of schools. Where there is no principal or superintendent of schools, the certificates shall be signed by the teacher of an eighth grade. The certificates shall admit the holders to any high school in the state.

G. A governing board may request certificates of promotion from the county school superintendent. If a governing board requests these certificates from the county school superintendent, the county school superintendent shall furnish and sign the certificates.

H. Within any high school district or union high school district, the superintendent of the high school district shall supervise the work of the eighth grade of all schools employing no superintendent or principal.

I. A school district shall not deny a pupil who is between the ages of sixteen and twenty-one years admission to a high school because the pupil does not hold an eighth grade certificate. Governing boards shall establish procedures for determining the admissibility of pupils who are under sixteen years of age and who do not hold eighth grade certificates.

J. The state board of education shall adopt rules to allow common school pupils who can demonstrate competency in a particular academic course or subject to obtain academic credit for the course or subject without enrolling in the course or subject.

15-704. Reading proficiency; definitions

A. Each school district or charter school that provides instruction in kindergarten programs and grades one through three shall select and administer screening, ongoing diagnostic and classroom based instructional reading assessments, including a motivational assessment, as defined by the state board of education, to monitor student progress. Each school shall use the diagnostic information to plan appropriate and effective intervention.

B. Each school district or charter school that provides instruction for pupils in kindergarten programs and grades one through three shall conduct a curriculum evaluation and adopt a scientifically based reading curriculum that includes the essential components of reading instruction. All school districts and charter schools that offer instruction in kindergarten programs and grades one through three shall provide ongoing teacher training based on scientifically based reading research.

C. Each school district or charter school that provides instruction in kindergarten programs and grades one through three shall devote reasonable amounts of time to explicit instruction and independent reading in grades one through three.

D. A pupil in grade three who does not meet or exceed the reading standards measured by the Arizona instrument to measure standards test administered pursuant to section 15-741 shall be provided intensive reading instruction as defined by the state board of education until the pupil meets these standards.

E. The governing board of each school district and the governing body of each charter school shall determine the percentage of pupils at each school in grade three who do not meet the reading standards prescribed by the state board of education and measured by the Arizona instrument to measure standards test administered pursuant to section 15-741. If more than twenty per cent of students in grade three at either the individual school level or at the school district level do not meet the standards, the governing board or governing body shall conduct a review of its reading program that includes curriculum and professional development in light of current, scientifically based reading research.

F. Based on the review required in subsection E of this section, the governing board or governing body and the school principal of each school that does not meet the reading standards, in conjunction with school council members, if applicable, shall develop methods of best practices for teaching reading based on essential components of reading instruction and supported by scientifically based reading research. These methods shall be adopted at a public meeting and shall be implemented the following academic year.

G. Subsections E and F of this section shall be coordinated with efforts to develop and implement an improvement plan if required pursuant to section 15-241.

H. For the purposes of this section:

1. "Essential components of reading instruction" means explicit and systematic instruction in the following:

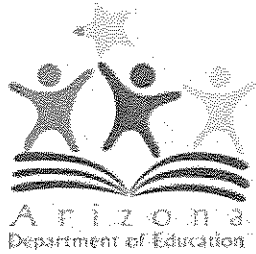
- (a) Phonemic awareness.
- (b) Phonics.
- (c) Vocabulary development.
- (d) Reading fluency.
- (e) Reading comprehension.

2. "Reading" means a complex system of deriving meaning from print that requires all of the following:

- (a) The skills and knowledge to understand how phonemes or speech sounds are connected to print.
- (b) The ability to decode unfamiliar words.
- (c) The ability to read fluently.
- (d) Sufficient background information and vocabulary to foster reading comprehension.
- (e) The development of appropriate active strategies to construct meaning from print.
- (f) The development and maintenance of a motivation to read.

3. "Scientifically based reading research" means research that meets all of the following:

- (a) Applies rigorous, systematic and objective procedures to obtain valid knowledge relevant to reading development, reading instruction and reading difficulties.
- (b) Employs systematic empirical methods that draw on observation or experiment.
- (c) Involves rigorous data analyses that are adequate to test the stated hypotheses and justify the general conclusions drawn.
- (d) Relies on measurements or observational methods that provide valid data across evaluators and observers and across multiple measurements and observations.
- (e) Has been accepted by a peer reviewed journal or approved by a panel of independent experts through a comparably rigorous, objective and scientific review.
- (f) Contains all of the elements of the essential components of reading instruction.



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Move on When Reading Home Page

[TEACHER](#) | [ADMINISTRATOR](#) | [FAMILY/COMMUNITY](#) | [FAQ](#)

ARS§15-701 Move on When Reading

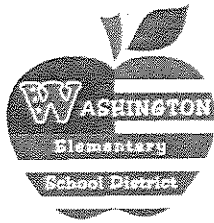
Beginning in the school year 2013-2014, Arizona will implement an innovative new policy that will create multiple opportunities for 3rd grade students to master reading at the grade level. Students who score Falls Far Below on the AIMS reading test may be retained in the 3rd grade to meet the rigorous reading standards set forth in the Arizona English Language Arts Standards. The law does provide for exemptions under certain circumstances. Those include students who have disabilities and did not take the AIMS test; those who are English Language Learners or Limited English Proficient and have received less than two years of English instruction; and cases in which a district or charter governing board approves a parent's request. The law will provide for extended time, intervention and remedial strategies for students who are not promoted. Those include providing summer school reading instruction; requiring the student to be assigned to a different teacher for reading instruction; online reading instruction; and intensive reading instruction during the following academic year either before, during or after the regular school day.

[Haga clic aqui para espanol](#)

[2010 Arizona English Language Arts Standards \(Common Core\) K-5 and Foundational Skills](#)

[Arizona State Literacy Plan Kindergarten to Grade 5](#)

[Florida 3rd grade retention study](#)



Academic Services

Janet Sullivan – Assistant Superintendent
4650 W. Sweetwater Ave.
Glendale, Arizona 85304

TEL: 602-347-2820 • FAX: 602-347-2683 • E-MAIL: janet.sullivan@wesdschools.org

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

May 25, 2011

Dear Parents,

It is important to inform you of some significant changes to Arizona Revised Statutes regarding the promotion and retention of third grade students.

Please note that these changes do not take effect until the school year 2013-14. This school year's kindergarten students (2010-11) will be the first group of third grade students to be impacted by this legislation.

The newly revised law states that a student shall not be promoted from the third grade if the student obtains a score on the AIMS reading test that demonstrates he or she is **reading far below the third grade level**.

In accordance with the new law, a school district or governing board MAY choose to promote a pupil who earns an AIMS score that falls far below the third grade level for any of the following reasons:

1. The student has an identified disability and did not take the AIMS test.
2. The student has an identified disability and has previously been retained in a grade.
3. The student is an English Language Learner and has had less than two years of English instruction.
4. The student has a reading deficiency and has been previously retained twice in a grade.
5. The student has demonstrated reading proficiency on an alternate assessment approved by the State Board of Education.
6. The school district governing board or the governing body of a charter school accepts a parent's written request for an exemption that includes required documentation provided by the parent.

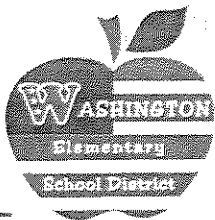
This newly revised statute (A.R.S. § 15-701) can be accessed at the following website:

<http://www.azleg.gov/FormatDocument.asp?inDoc=/ars/15/00701.htm&Title=15&DocType=ARS>

We are committed to the success of our young children. If you have questions or need additional information please contact Janet Sullivan, Assistant Superintendent of Academic Services, at 602-347-2820.

Sincerely,

Janet Sullivan
Assistant Superintendent for Academic Services



Servicios Académicos

Janet Sullivan – Asistente Superintendente
4650 W. Sweetwater Ave.
Glendale, Arizona 85304

TEL: 602-347-2820 • FAX: 602-347-2683 • E-MAIL: janet.sullivan@wesdschools.org

La misión del distrito Escolar Washington es educar y desafiar a todos sus estudiantes a soñar y lograr sus metas por medio de programas educacionales sobresalientes.

25 de mayo, 2011

Estimados Padres,

Es importante informarles de algunos cambios significativos a los Estatutos Modificados de Arizona referente a la promoción y retención de los estudiantes del tercer grado.

Favor de notar que estos cambios no entran en efecto hasta el año escolar 2013-14. Los estudiantes de kindergarten de este año escolar (2010-11) serán el primer grupo de estudiantes de tercer grado que será impactado por esta legislación.

La ley recientemente modificada declara que un estudiante no deberá ser promovido del tercer grado si el estudiante obtiene una calificación de lectura AIMS que demuestre que él o ella está **leyendo muy por debajo del nivel de tercer grado.**

En acuerdo con la nueva ley, un distrito escolar o consejo administrativo PUDIESE decidir promover a un estudiante el cual obtenga una calificación AIMS que este muy por debajo del tercer grado por cualquier de las siguientes razones:

1. El estudiante tiene una discapacidad identificada y no tomó el examen AIMS.
2. El estudiante tiene una discapacidad identificada y previamente se ha retenido en un grado.
3. El estudiante es aprendiz de inglés y ha tenido menos de dos años de instrucción en inglés.
4. El estudiante tiene una deficiencia en lectura y previamente ha sido retenido dos veces en un grado.
5. El estudiante ha demostrado destreza en lectura en una evaluación alternativa aprobada por el Consejo de Educación del Estado.
6. El consejo administrativo del distrito escolar o la organización del consejo de una escuela 'charter' acepta una petición por escrito de los padres de exención que incluye documentos requeridos provistos por los padres.

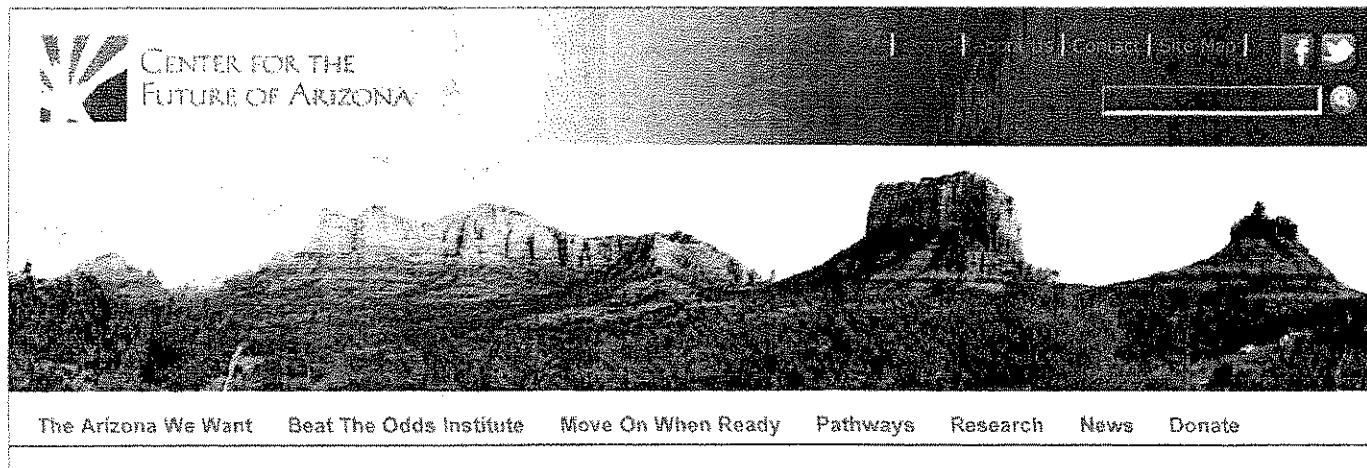
Este estatuto recientemente modificado (A.R.S. § 15-701) está accesible en el siguiente sitio web:

<http://www.azleg.gov/FormatDocument.asp?inDoc=/ars/15/00701.htm&Title=15&DocType=ARS>

Estamos comprometidos al éxito de sus hijos jóvenes. Si ustedes tienen preguntas o necesitan información adicional favor de ponerse en contacto con, Janet Sullivan, Asistente Superintendente de Servicios Académicos, al 602-347-2820.

Atentamente,

Janet Sullivan
Asistente Superintendente de Servicios Académicos



The Arizona We Want Beat The Odds Institute Move On When Ready Pathways Research News Donate

MOWR INITIATIVE

Overview

What's New

Interested Schools

Board Examination
Systems

Grand Canyon
Diploma

Whole-School MOWR

MOWR Legislation

CFA's Role

Current MOWR
Schools

Resources

In the News

Move On When Ready

We are living in a time in which nearly every student will need some form of education or career training following high school to earn a livable wage.

By 2020, nearly eight in 10 new jobs will require at least some education beyond a high school diploma. At the same time, Arizona high school graduation rates have stalled at about 70 percent, mirroring the national graduation rate for the past 40 years.

Many of the Arizona high school graduates who enter community college aren't prepared to take college-level math or English classes. Roughly half of incoming students require at least one non-credit, developmental math course. Forty-one percent of incoming community college students require at least one pre-college course in reading or English before they can advance to college-level studies. About 25 percent of Arizona's incoming community college students will need to take three or more of these developmental classes.

It is clear that the same educational system that we've had for the past 100 years cannot be expected to take us into the next 100 years.

We need a new way to prepare students for the realities of today's workplace. To be effective, it needs to recognize students' interests and goals, allow flexibility regarding where learning takes place, and let students move on once they have mastered the material.

The Move On When Ready initiative does all this, while raising academic achievement to national and international college- and career-readiness standards.

About Move On When Ready

Move On When Ready is designed to ensure that EVERY student, not just the high-achieving student, graduates from high school prepared to succeed in college and career, whether their next step is an occupational or technical license, an associate's degree or a bachelor's degree.

The state requires that any school interested in implementing Move On When Ready on its campus work directly with the Center for the Future of Arizona. CFA was selected by the Arizona State Board of Education to provide technical support and general supervision over the board

SYBIL FRANCIS

Dr. Francis is engaged in all aspects of the center's agenda, from



conceptualization through implementation, and leads the Move on When Ready Initiative, a bold new design for high school to prepare students to be successful in college and careers. She also oversees the center's research projects and public policy initiatives.

AMANDA BURKE

Amanda Burke, director of education strategy and innovation, is responsible for advancing the Move On When Ready Initiative in Arizona.



examination system, which is an element of the Grand Canyon High School Diploma.

Fourteen Arizona high schools are offering the voluntary Move On When Ready strategy on their campuses beginning in fall 2011. Its key components are the Grand Canyon High School Diploma and the related board examination system.

Board Examination Systems

Move On When Ready schools are required to implement comprehensive instructional systems, called board examination systems, beginning with the incoming freshman class. This will raise the value of a high school diploma by raising academic achievement standards to national and international college- and career-readiness standards.

These comprehensive instructional systems are already in use in many of the most successful educational systems in the world. They have been proven effective in successfully preparing all students to high academic standards, not just the highest achieving students.

In addition to taking Arizona's Instrument to Measure Standards (the AIMS test), which measures what the state expects students to know upon completion of 10th grade, students who earn a Grand Canyon Diploma must pass a series of exams that are part of their school's board examination system (Cambridge International Examinations or ACT QualityCore).

Move On When Ready schools must offer students who pass these exams multiple pathway options including the Grand Canyon High School Diploma approved by the Legislature in 2010.

Grand Canyon High School Diploma

The Grand Canyon Diploma will provide students with the option of graduating as early as the end of the sophomore year. The 2012-2013 school year is the first year students will be eligible to receive the diploma. Qualifying students will NOT be required to graduate high school early. All existing options for high school study remain available to students.

Qualified students who wish to do so may:

- Remain in high school and enroll in a series of courses designed to prepare juniors and seniors for entry into colleges and universities that grant bachelor's degrees. These courses will be part of an approved board examination system (Cambridge International Examinations, ACT QualityCore, International Baccalaureate or College Board Advanced Placement).
- Graduate early and enroll in full-time community college courses on the students' current high school campus or on a community college campus. Upon completing community college, students may transfer to a college or university to pursue a bachelor's degree, if they so choose.
- Remain in high school and enroll full-time in a career or technical (CTE) program leading to a technical certificate.
- Take advantage of any existing academic programs already available through their school or district, such as dual enrollment or specialized programs of study.

Students who don't pass the series of exams that make up their school's board examination system can retake the exams during their junior or senior year. Another option is to stay in school and work toward a traditional diploma.

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15-701.01. High school; graduation; requirements; community college or university courses; transfer from private schools; academic credit

A. The state board of education shall:

1. Prescribe a minimum course of study, as defined in section 15-101 and incorporating the academic standards adopted by the state board of education, for the graduation of pupils from high school.
2. Prescribe competency requirements for the graduation of pupils from high school incorporating the academic standards in at least the areas of reading, writing, mathematics, science and social studies.
3. Develop and adopt competency tests pursuant to section 15-741 for the graduation of pupils from high school in at least the areas of reading, writing and mathematics and shall establish passing scores for each such test. For the purposes of satisfying the graduation requirements of this paragraph, a minimum score as determined by the state board of education on one or more nationally recognized college entrance examinations selected by the state board of education, if examination information may be accessed at no cost to this state, may be substituted for passing scores on the Arizona instrument to measure standards test if a pupil who is in grade twelve has previously taken the Arizona instrument to measure standards test at each administration of the test. For the purposes of satisfying the graduation requirements of this paragraph, a score as determined by the state board of education on a board examination prescribed in article 6 of this chapter may be substituted for passing scores on the Arizona instrument to measure standards test if a pupil who is in grade twelve has previously taken the board examination and has not achieved the minimum score required to be eligible for a Grand Canyon diploma. A pupil shall not be required to pass the competency test required in this paragraph to graduate from high school if the pupil transfers into the district from out-of-state and has successfully passed a statewide assessment test on state adopted standards that are substantially equivalent to the state board adopted academic standards.

B. If the state board of education adopts a competency test as a graduation requirement for a child with a disability as defined in section 15-761 or a child who receives special education pursuant to section 15-763, pupils with individualized education programs shall not be required to achieve passing scores on competency tests in order to graduate from high school unless the pupil is learning at a level appropriate for the pupil's grade level in a specific academic area and unless passing scores on a competency test are specifically required in a specific academic area by the pupil's individualized education program as mutually agreed on by the pupil's parents and the pupil's individualized education program team or the pupil, if the pupil is at least eighteen years of age. These competency tests shall be administered to pupils in a manner prescribed in the pupil's individualized education program, and school districts and charter schools shall make specific and appropriate accommodations for pupils with individualized education programs. Pupils with section 504 plans as defined in section 15-731 shall not be required to achieve passing scores on competency tests in order to graduate from high school unless the pupil is learning at a level appropriate for the pupil's grade level in a specific academic area and unless passing scores on a competency test are specifically required in a specific academic area by the pupil's section 504 plan that is developed in consultation with the pupil's parents. These competency tests shall be administered to pupils in a manner prescribed in the pupil's section 504 plan,

and school districts and charter schools shall make specific and appropriate accommodations for pupils with a section 504 plan. A pupil with an individualized education program or a section 504 plan who graduates from high school but who is not required to achieve a passing score on a competency test in order to graduate from high school shall receive the standard diploma issued by the school district or charter school.

C. The governing board of a school district shall:

1. Prescribe curricula that include the academic standards in the required subject areas pursuant to subsection A, paragraph 1 of this section.
2. Prescribe criteria for the graduation of pupils from the high schools in the school district. These criteria shall include accomplishment of the academic standards in at least reading, writing, mathematics, science and social studies, as determined by district assessment. Other criteria may include additional measures of academic achievement and attendance.

D. The governing board may prescribe the course of study and competency requirements for the graduation of pupils from high school that are in addition to or higher than the course of study and competency requirements which the state board prescribes.

E. The governing board may prescribe competency requirements for the passage of pupils in courses that are required for graduation from high school.

F. A teacher shall determine whether to pass or fail a pupil in a course in high school as provided in section 15-521, paragraph 3 on the basis of the competency requirements, if any have been prescribed. The governing board, if it reviews the decision of a teacher to pass or fail a pupil in a course in high school as provided in section 15-342, paragraph 11, shall base its decision on the competency requirements, if any have been prescribed.

G. Graduation requirements established by the governing board may be met by a pupil who passes courses in the required or elective subjects at a community college or university, if the course is at a higher level than the course taught in the high school attended by the pupil or, if the course is not taught in the high school, the level of the course is equal to or higher than the level of a high school course. The governing board shall determine if the subject matter of the community college or university course is appropriate to the specific requirement the pupil intends it to fulfill and if the level of the community college or university course is less than, equal to or higher than a high school course, and the governing board shall award one-half of a carnegie unit for each three semester hours of credit the pupil earns in an appropriate community college or university course. If a pupil is not satisfied with the decision of the governing board regarding the amount of credit granted or the subjects for which credit is granted, the pupil may request that the state board of education review the decision of the governing board, and the state board shall make the final determination of the amount of credit to be given the pupil and for which subjects. The governing board shall not limit the number of credits that is required for high school graduation and that may be met by taking community college or university courses. For the purposes of this subsection:

1. "Community college" means an educational institution that is operated by a community college district as defined in section 15-1401 or a postsecondary educational institution under the jurisdiction of an Indian tribe recognized by the United States department of the interior.
2. "University" means a university under the jurisdiction of the Arizona board of regents.

H. A pupil who transfers from a private school shall be provided with a list that indicates those credits that have been accepted and denied by the school district. A pupil may request to take an examination in each particular course in which credit has been denied. The school district shall accept the credit for each particular course in which the pupil takes an examination and receives a passing score on a test designed and evaluated by a teacher in the school district who teaches the subject matter on which the examination is based. In addition to the above requirements, the governing board of a school district may prescribe requirements for the acceptance of the credits of pupils who transfer from a private school.

I. If a pupil who was previously enrolled in a charter school or school district enrolls in a school district in this state, the school district shall accept credits earned by the pupil in courses or instructional programs at the charter school or school district. The governing board of a school district may adopt a policy concerning the application of transfer credits for the purpose of determining whether a credit earned by a pupil who was previously enrolled in a school district or charter school will be assigned as an elective or core credit.

J. A pupil who transfers from a charter school or school district shall be provided with a list that indicates which credits have been accepted as an elective credit and which credits have been accepted as a core credit by the school district. Within ten school days after receiving the list, a pupil may request to take an examination in each particular course in which core credit has been denied. The school district shall accept the credit as a core credit for each particular course in which the pupil takes an examination and receives a passing score on a test designed and evaluated by a teacher in the school district who teaches the subject matter on which the examination is based.

K. The state board of education shall adopt rules to allow high school pupils who can demonstrate competency in a particular academic course or subject to obtain academic credit for the course or subject without enrolling in the course or subject.

L. Pupils who earn a Grand Canyon diploma pursuant to article 6 of this chapter are exempt from the graduation requirements prescribed in this section, including the requirement that a pupil obtain passing scores on the Arizona instrument to measure standards test in order to graduate from high school. Pupils who earn a Grand Canyon diploma are entitled to all the rights and privileges of persons who graduate with a high school diploma issued pursuant to this section, including access to postsecondary scholarships and other forms of student financial aid and access to all forms of postsecondary education. Notwithstanding any other law, a pupil who is eligible for a Grand Canyon diploma may elect to remain in high school through grade twelve and shall not be prevented from enrolling at a high school after the pupil becomes eligible for a Grand Canyon diploma. A pupil who is eligible for a Grand Canyon diploma and who elects not to pursue one of the options prescribed in section 15-792.03 may only be readmitted to that high school or another high school in this state pursuant to policies adopted by the school district of readmission.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board

FROM: Dr. Susan J. Cook, Superintendent

DATE: February 9, 2012

AGENDA ITEM: Race to the Top Round Three Update

INITIATED BY: Janet Sullivan, Assistant Superintendent of Academic Services

SUBMITTED BY: Janet Sullivan, Assistant Superintendent of Academic Services

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

	Action
X	Discussion
X	Information
	1st Reading

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

The purpose of this agenda item is to provide an update on Arizona's Race to the Top Round Three grant award and the implications for Washington Elementary School District (WESD).

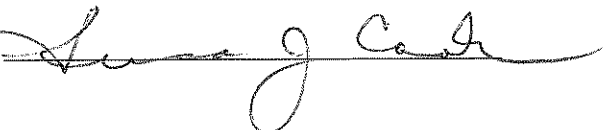
As the Governing Board is aware, Arizona unsuccessfully applied for federal Race to the Top funds in Round One and again in Round Two. At the time of those applications, WESD signed a Memorandum of Understanding as a participating Local Education Agency (LEA). With the MOU from Round Two, and upon the successful Round Three Arizona application, WESD is automatically considered a participating LEA or District. The District is asked to notify the Department of Education by February 10, 2012 if it chooses to opt-out of the grant.

Partners in the grant at the state level are the Governor's Office of Education Innovation, the Arizona Department of Education, and the Arizona Association of County School Superintendents. Of the \$25 million dollars awarded to the state, 50% is to be distributed through these agencies, and the remaining \$12.5 million must be distributed to participating LEAs based upon their relative share of Title I funds. The estimated allocation for WESD is \$425,612 over the 43 months of the project. If the District chooses to apply for these funds, a Scope of Work must be submitted, the first part of which is due March 2, 2012, with the more detailed documentation scheduled to be completed May/June 2012. The first of the grant's three funding cycles begins June 1, 2012 and the third ends Dec. 21, 2015.

SUMMARY AND RECOMMENDATION

No action required.

Superintendent



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

Agenda Item IV.C.

Race to the Top Round Three Update

February 9, 2012

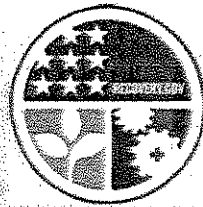
Page 2

The two primary areas of focus for the grant are full K-8 implementation by 2013-2014 of the English Language Arts (ELA) and Mathematics (Common Core) 2010 Standards with STEM as the vehicle and fulfilling the data system requirement of mapping courses for all students with their teacher(s) in the District's student information system by December 31, 2012. At this time, ADE is working to define what STEM as the vehicle looks like, while also indicating that the Regional Education Centers (for WESD this would be the Maricopa County Education Service Agency -MCESA) in partnership with the Arizona STEM Network will be integral in providing professional development to assist Districts with these efforts. The data system requirement is mandatory for all LEAs whether or not they participate in the Race to the Top grant and is a result of the assurances tied to acceptance of the American Recovery and Reinvestment Act and State Fiscal Stabilization Funds received in Arizona.

WESD is in the second year of training for the 2010 Standards, with full implementation of both the ELA and Mathematics Standards in Kindergarten and First Grade this year and teachers are in the beginning stages of implementation of the ELA Standards in grades two through eight. Plans are underway for full implementation of both the ELA and Mathematics Standards in second and third grades in 2012-2013 with expansion of ELA in grades four through eight. Discussion is ongoing regarding the implementation plan for Mathematics in grades four through eight.

At this time, specifics regarding the data requirement and the process for its completion are unknown.

A PowerPoint of slides taken from the January 31, 2012 ADE webinar will be presented.



State of Arizona Race to the Top

LEA Scope of Work & Next Steps Webinar



Arizona
Department of Education



Governor's Office of
Education Innovation

Who are we?



Arizona
Department of Education

John Stollar

Chief of Programs & Policy

Peter Laing

Project Director, Race to the Top



Governor's Office of
Education Innovation

Rebecca Gau

Director, Governor's Office of Education Innovation



Orlenda Roberts

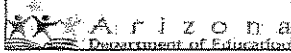
President, Arizona Association of County School Superintendents



Arizona
Department of Education

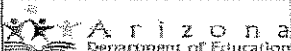
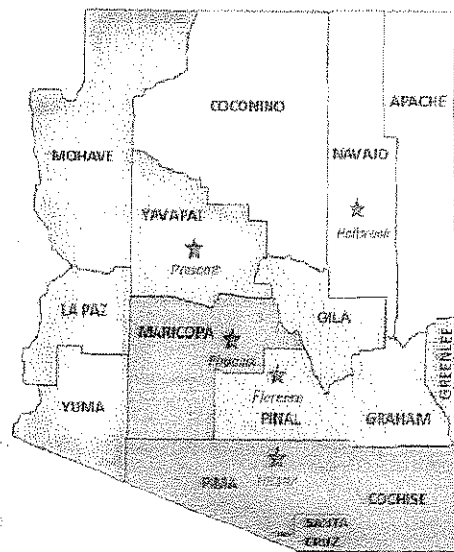
Total Grant Award: \$25,000,000

Regional Education Centers	\$2,500,000
Standards Implementation	\$3,000,000
Data Systems	\$2,500,000
Governor's Office of Education Innovation	\$1,500,000
Arizona Department of Education	\$3,000,000
	\$12,500,000
Subgrants to Participating LEAs	\$12,500,000



Regional Education Centers

- Regional Education Center 1:**
North Eastern Arizona Regional Service Center
Apache, Coconino, Navajo
 - Regional Education Center 2:**
Maricopa County Education Service Agency (MGESEA)
Maricopa
 - Regional Education Center 3:**
Southern Arizona Regional Service Center (SAREC)
Cochise, Pima, Santa Cruz
 - Regional Education Center 4:**
East Central Regional Service Center
Gila, Graham, Greenlee, Pinal
 - Regional Education Center 5:**
West Central Regional Service Center
La Paz, Mohave, Yavapai, Yuma
- Indicates Lead Agency*



Standards Implementation

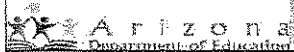
\$3,000,000

Arizona recognizes the effective transition towards implementing the new **Arizona 2010 Academic Standards (Common Core)** as a critical, foundational element of the state's education reform plan – particularly given the identified urgent need to prepare students to be leaders in a new economy that highly values advanced knowledge and skills, particularly in science, technology, engineering and mathematics (**STEM**).

The ADE, in partnership with Regional Education Centers and the Arizona STEM Network, will support LEAs in:

- **Aligning curriculum to state standards**
- **Building educator capacity through developing a system of support** (to include professional development and technical assistance)
- **Identifying and developing evidence-based instructional strategies, and implementing the standards, using STEM as the vehicle, successfully and with fidelity.**
- **Developing or purchasing, at the state level, a software-based tool to assist LEAs in implementing the new standards, through assisting teachers with Arizona 2010 Academic Standards (Common Core) STEM integrated lesson planning.**

Each of these elements are critical to ensuring that each Arizona student has an opportunity to learn, grow and graduate college and career ready.

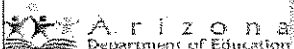


Data Systems

\$2,500,000

The State of Arizona will use its HITT grant to enhance data quality, access, and utility to better inform educational decisionmaking. Funds will be used to implement a **common course numbering system**, and provide a model process and technical support for LEAs to engage in **course mapping** and establishing the **student-teacher data link**. HITT funds will also be used to **enhance data dashboards**, and **customize the ADE website to provide professional development, software applications, and access to timely, accurate data for LEAs**.

Arizona strongly believes in engaging in **data-driven decisionmaking** to support student, teacher and school accountability, reform and improvement efforts. Educators, policymakers, and other stakeholders need access to **timely and accurate data that links students, teachers and courses within Arizona schools**. Through connecting all LEAs to Arizona's statewide longitudinal data system (SLDS) through the course mapping and student-teacher data link process, the State will have an unprecedented opportunity to collect, visualize and analyze data. This work provides a powerful tool to **assist with accountability efforts, support ongoing research and analysis regarding program effectiveness, and evaluate the State's ongoing efforts to implement its ambitious education reform plan**.



Participating LEAs

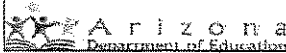
\$12,500,000

50% of Arizona's total RIT Phase 3 award will be allocated to eligible LEAs that have signed Memoranda of Understanding (MOUs) to participate in implementing Arizona's RIT Phase 3 plan. The total amount to allocate to eligible Participating LEAs, based on Arizona's total award is \$12,500,000.

LEA RIT allocation amounts will be determined based on each Participating LEAs relative share of funding received under Title I, Part A of the ESEA for FY 2011.

LEAs that have existing MOUs from Phase 2 will not need to change their MOD however, a detailed Scope of Work will be required, based on the new focus of the Phase 3 plan, and each LEAs new allocation budget total.

LEAs may find their initial draft allocation total at www.azed.gov/racetothetop



Participating LEAs

Opt-In & Opt-Out

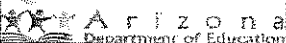
LEAs that previously signed on for the Phase 2 plan will have the opportunity to **opt-out** of participating in the grant, should they choose to do so. LEAs choosing to opt-out will still be able to participate in state-level activities, however, they will not be eligible to receive allocated funding from the grant.

LEAs must notify ADE of their intent to opt-out by February 10, 2012

LEAs that did not previously sign on for Phase 2 will also have the opportunity to **opt-in** to participate in the grant, should they choose to do so. The MOU form will be posted to www.azed.gov/racetothetop.

LEAs must notify ADE of their intent to opt-in by February 10, 2012

Note: This only applies to those LEAs who **do not** already have an existing MOU from the Phase 2 application. If you see an estimated allocation amount posted for your LEA at www.azed.gov/racetothetop, we do already have an MOU on file for your LEA.



Participating LEAs

Scope of Work

Race to the Top – Grant Timeline

Year 1: December 22, 2011 – May 31, 2012

(SEA Planning Period, LEA Initial Scope of Work Development)

For LEA Scope of Work Planning Purposes:

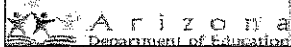
Year 2: June 1, 2012 – May 31, 2013

(First Year for LEAs – Beginning of 43 month LEA project scope)

Year 3: June 1, 2013 – May 31, 2014

Year 4: June 1, 2014 – December 21, 2015

(Final year = 19 month period)



Next Steps...

Ongoing (2/1-2/10)	Technical assistance and support for LEAs by ADE and Regional Education Centers to complete initial LEA Scopes of Work
2/10/2012	Due date for LEAs to formally determine their status as a Participating LEA (Opt-In or Opt-Out status)
Ongoing (2/10-3/2)	Technical assistance and support for LEAs by ADE and Regional Education Centers to complete initial LEA Scopes of Work
3/2/2012	Initial LEA Scopes of Work due to ADE
May – June	Complete Detailed LEA Scopes of Work, with technical assistance, service and support provided by ADE and Regional Education Centers

