

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

DATE: May 12, 2011

TIME: Regular Meeting 7:00 p.m.
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 – GENERAL FUNCTION

- A. Call to Order and Roll Call
- B. Moment of Silence and Meditation
- C. Pledge of Allegiance
- D. Adoption of the Regular Meeting Agenda

It is recommended that the Governing Board adopt the Regular Meeting Agenda.

Motion _____ Second _____ Vote _____

- E. Approval of the Minutes

1-10

It is recommended that the Governing Board approve the Minutes of the April 28, 2011 Regular Meeting and Executive Session (all Governing Board Members were in attendance).

Motion _____ Second _____ Vote _____

- F. Current Events: Governing Board and Superintendent

A Sweetwater School student will demonstrate a mathematics concept that aligns with the newly adopted Mathematics Program Guide.

- G. Public Participation**

- Members of the public may address the Governing Board during this portion of the agenda in regard to non-agenda items (not to exceed three (3) minutes at chair's discretion).
- 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).

- H. It is recommended that the Governing Board approve the Consent Agenda.

Motion _____ Second _____ Vote _____

II. CONSENT AGENDA

*A.	Approval/Ratification of Vouchers 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.	11
*B.	Personnel Items Personnel items include resignations, terminations, requests for retirement or leave, recommendations for employment and position changes.	12-14
*C.	Public Gifts and Donations (The Value of Donated Items is Determined by the Donor) 1. Box Tops for Education/General Mills donated a check in the amount of \$838.00 to be used for art supplies and materials for students at Moon Mountain Elementary School. 2. Arroyo Elementary School PTO donated a check in the amount of \$844.76 to be used for the Catalina Island field trip in May 2011. 3. Box Tops for Education/General Mills donated a check in the amount of \$304.40 to be used to purchase library books at Mountain Sky Junior High School. 4. Alliance Communities donated a check in the amount of \$750.00 to be used for the Physical Education Department fitness room at Mountain Sky Junior High School.	15
*D.	Extension and Renewal of Annual Contract for Specified Goods and Services	16-17
*E.	Annual Intergovernmental Cooperative Purchase Agreements with the Mohave Educational Services Cooperative, Inc. (MESC)	18-19
*F.	Agreements to Provide Summer Meals to City of Phoenix Parks and Recreation, Gompers Habilitation Center, ACCEL School and Beth Yachad Messianic Worship Center	20-28
*G.	Arizona Nutrition Network - Arizona Department of Health Service Contract, ADHS11-000743, Amendment 4	29-32
*H.	Authorization to Amend the Intergovernmental Agreement with the City of Phoenix for the Head Start Program	33-35
*I.	Renewal of Intergovernmental Agreement Between Participating Districts and the Washington Elementary School District for Title I Private School Consortium	36-48
*J.	Acceptance of the Blue Cross Blue Shield of Arizona Grant in the Amount of \$5,000.00	49
*K.	Reappointment of Community Member to the Trust Boards	50-53
*L.	Second Reading and Adoption of Proposed Amended Policy DFF – Income From School Sales and Services	54-55
*M.	Second Reading and Adoption of Proposed Amended Policy IGD – Curriculum Adoption	56-58
*N.	Second Reading and Adoption of Proposed Amended Policy JLDA – School Counselors and Psychologists	59-60
*O.	Second Reading and Adoption of Proposed Amended Policy KHB – Advertising in Schools	61-63

III. ACTION / DISCUSSION ITEMS

- A. Revised Expenditure Budget (Revision #2) for Fiscal Year 2010-2011 (Cathy Thompson) 64
Motion _____ Second _____ Vote _____
- B. Adjacent Ways Budget and Levy of Taxes for Fiscal Year 2011-2012 (Cathy Thompson) 65-67
Motion _____ Second _____ Vote _____
- C. Health Insurance Eligibility for Employees with Less Than 0.75 FTE Contracts (Sue Snyder) 68-70
Motion _____ Second _____ Vote _____
- D. Community Use of School Facilities Fee Structure for Fiscal Year 2011-2012 (Dr. Steve Murosky) 71-72
Motion _____ Second _____ Vote _____

IV. INFORMATION / DISCUSSION ITEM

- A. Parent Satisfaction Survey Update (Janet Sullivan) 73-78

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.3 and A.4

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

- A.3 and A.4 – Discussion or consultations with the attorney or attorneys for the public body for legal advice and in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation – specifically regarding bond improvement contract issues.

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.3 and A.4

A.3 and A.4 – Discussion or consultation with attorneys of the public body for legal advice and in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiation, or in settlement discussions conducted in order to avoid or resolve litigation – specifically regarding bond improvement contract issues.

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.

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

(**) Members of the public who wish to address the Board on an item which is on the agenda may be granted permission to do so by completing an AUDIENCE PARTICIPATION form and giving it to the Board's Secretary PRIOR TO THE BEGINNING OF THE MEETING. Those who have asked to speak will be called upon to address the Board at the appropriate time.

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

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

GOVERNING BOARD MINUTES: REGULAR MEETING AND EXECUTIVE SESSION

2010-2011

April 28, 2011

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

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

Mr. Maza called the meeting to order at 7:01 p.m. Governing Board members constituting a quorum were present: Mr. Chris Maza, Mr. Bill Adams, Mr. Aaron Jahneke, and Mrs. Tee Lambert. Ms. Clorinda Graziano joined the meeting at 7:03 p.m.

B. Moment of Silence and Meditation

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

C. Pledge of Allegiance

Mr. Maza led the Pledge of Allegiance.

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

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

E. Approval of the Minutes**UNANIMOUS**

A motion was made by Mr. Adams that the Governing Board approve the Minutes of the April 14, 2011 Special Meeting, Executive Session, Regular Meeting, and Executive Session. The motion was seconded by Ms. Graziano. The motion carried.

F. Current Events: Governing Board and Superintendent

Mrs. Lambert shared that a parent was impressed that there was a Continuous Improvement Plan for each of the District's schools on the District's website. She thought it was a good tool for the schools to stay focused on students and instruction.

Mr. Adams shared that he enjoyed attending the District's Annual Student Art Exhibit at ASU West. He thanked everyone involved for the wonderful presentation.

Mr. Adams shared that he enjoyed attending the Cholla Region Choral Festival.

Mr. Jahneke shared that he enjoyed attending the following events:

- Sunburst's 1st grade Choir Concert
- Annual WESD Student Art Exhibit at ASU West
- Roadrunner's VIP Design Unveiling of the Inaugural Green Schoolhouse with an appearance of Robosaurus

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

- Richard E. Miller's Fun Fest – good community response and an impressive number of donated gift baskets for the silent auction
- Sunnyslope's 3rd grade violin concert
- Cholla Region Choral Festival

April 28, 2011

- The Literacy Night at the Cholla Library – thanked WDEA for partnering with the District and the library to promote the summer reading program. Ms. Graziano expressed her appreciation for the opportunity to read to students.
- 7th and 8th grade track meet – thanked Natalie McWhorter and her team and the Washington High School track coach and his team for the well organized event
- Orangewood’s musical “Alice in Wonderland”
- Annual WESD Student Art Exhibit at ASU West
- WESD After-School Academy Awards – thanked Dr. Steve Murosky for the wonderful event
- Thanked Emily and Jeff, middle school band directors, for the t-shirt designed by the students in the Honor Band

Mr. Maza shared that he was pleased that Governor Jan Brewer vetoed the Tabor Bill (H.B. 2707) which would have capped spending limits of the General Fund revenue at 7% of the total income of Arizona residents.

Dr. Cook introduced Mr. Lenny Hoover, principal of Royal Palm Middle School, who, in turn, introduced Steve Lanning, 8th grade math teacher. Mr. Lanning introduced 7th grade student, Taya Thomas, who is in his Algebra class and a Core Knowledge student. Taya demonstrated the mathematics concept of how schoolwide Smartboard Battleship can be used for Rotations. Taya was presented with a certificate, mathematics book, a pencil holder, a ruler, calculator and pencils.

G. Public Participation

There was no public participation.

H. Approval of the Consent Agenda

UNANIMOUS

A motion was made by Mr. Adams that the Governing Board approve the Consent Agenda 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. Kroger donated a check in the amount of \$500.00 to be used for the benefit of students at Mountain View School.
2. Washington Education Foundation donated a check in the amount of \$500.00 to support the 2011 Washington Elementary School District Retiree Reception.
3. DonorsChoose.org donated a document camera, The School Story literature set, and bookmaking supplies with an approximate value of \$934.00 for the benefit of students at Sunset Elementary School.
4. The Sheraton Crescent Hotel donated discounted food and AV services with an approximate value of \$15,794.00 for the Lamp of Learning Celebration.

April 28, 2011

5. S & T Photography donated photography services with an approximate value or \$395.00 for the Lamp of Learning Celebration.
 6. AZ Diamondbacks donated forty tickets with a value of \$680.00 to be used for the benefit of students in the Sunset Elementary School Mileage Club.
- *D. Award of Contract – Bid No. 10.043, Interactive Learning System, in an Amount Not to Exceed \$118,100.00 UNANIMOUS**
 - *E. Award of Contract – Verbal Quote DIBELS Next Training, Dynamic Measurement Group Service Agreement in an Amount Not to Exceed \$13,999.25 UNANIMOUS**
 - *F. Acceptance of the Virginia G. Piper Charitable Trust Grants in the Amount of \$41,000.00 UNANIMOUS**
 - *G. First Reading of Proposed Amended Board Policy DFF – Income From School Sales and Services UNANIMOUS**
 - *H. First Reading of Proposed Amended Board Policy IGD – Curriculum Adoption UNANIMOUS**
 - *I. First Reading of Proposed Amended Board Policy JLDA – School Counselors and Psychologists UNANIMOUS**
 - *J. First Reading of Proposed Amended Board Policy KHB – Advertising in Schools UNANIMOUS**
 - *K. Second Reading and Adoption of Proposed Amended Policy JEB – Entrance Age Requirements UNANIMOUS**
 - *L. Second Reading and Adoption of Proposed Amended Policy JII – Student Concerns, Complaints and Grievances UNANIMOUS**
 - *M. Second Reading and Adoption of Proposed Amended Policy JK – Student Discipline UNANIMOUS**
 - *N. Second Reading and Adoption of Proposed Amended Policy JKE – Expulsion of Students UNANIMOUS**
 - *O. Second Reading and Adoption of Proposed Amended Policy JLCD – Medicines/Administering Medicines to Students UNANIMOUS**

III. ACTION / DISCUSSION ITEMS

- A. Award of Contract – RFQ No. 10.040, Construction Manager at Risk Services for the New Lookout Mountain School to Adolfson & Peterson Construction in an Amount Not to Exceed \$90,000.00 for Pre-construction Services UNANIMOUS**
Dr. Cook advised the Board that the District's recommendation is to award the contract for Construction Manager at Risk Services for the new Lookout Mountain School project to Adolfson & Peterson Construction.

Ms. Graziano asked if the District had a record for Adolfson & Peterson Construction in terms of timeliness of completion dates and staying within the budget for projects. Ms. Thompson responded that the information provided by Adolfson & Peterson Construction scored high by the evaluation committee for the criteria in question. They indicated that they completed projects on time and at budget.

April 28, 2011

A motion was made by Mrs. Lambert that the Governing Board award contract for RFQ No. 10.040, Construction Manager at Risk Services for the New Lookout Mountain School to Adolfson & Peterson Construction in an amount not to exceed \$90,000.00 for pre-construction services. The motion was seconded by Mr. Jahneke. The motion carried.

B. Award of Contract – Bid No. 10.041, Orangewood School Site Improvements to SDB, Inc. in an Amount Not to Exceed \$644,500.00 UNANIMOUS

Dr. Cook advised the Board that the District's recommendation is to award the contract for renovations at Orangewood School to SDB, Inc.

Ms. Graziano asked for clarification regarding the award to SDB, Inc., specifically, the base bid plus all four of the alternates. Ms. Thompson replied that vendors are asked to submit a base bid which includes high priority projects to be completed. Vendors are also asked to submit alternate bids for additional projects to be completed as the budget allows. Mr. Kramer advised that examples of alternate bids would be fencing and playground improvements.

Ms. Graziano asked why there was such a large difference between the submitted bids (approximately \$300,000.00). Mr. Kramer advised that vendors were provided the same set of drawings to prepare bids.

Mrs. Lambert asked if the light rail was taken into consideration when identifying renovation projects for Orangewood School. Mr. Kramer stated that there were extensive conversations with the light rail staff. When the light rail is completed near Orangewood School, light rail will pay for a dedicated right turn lane out of Orangewood School onto 19th Avenue which will be an improvement that the District will not have to fund.

Mrs. Lambert asked if any part of the Green Schoolhouse project was included in this bid. Mr. Kramer replied that the Green Schoolhouse is a separate project and is not included in this bid. He stated that these renovations will facilitate the value of the Green Schoolhouse project.

Mr. Adams thanked Ms. Thompson and her team for their time and hard work. Mr. Adams stated that he was proud of the District's process for obtaining bids and ensuring that the District's integrity was in tact.

A motion was made by Mr. Jahneke that the Governing Board award contract for Bid No. 10.041, Orangewood School Site Improvements, to SDB, Inc. in an amount not to exceed \$644,500.00. The motion was seconded by Mrs. Lambert. The motion carried.

C. Temporary Suspension of Policy BGB – Policy Adoption and Adoption of Proposed Amended Policy GCQA – Professional Staff Reduction in Force UNANIMOUS

Dr. Cook advised the Board members that the District had pledged to review the Reduction in Force (RIF) Rubric each year. She stated that the Rubric, itself, is an Exhibit. The District felt that it was necessary to adjust the language in the Policy so that if changes are made to the Rubric, it would not be required to also make a Policy change. Dr. Cook stated that the Interest-Based Negotiations (IBN) Team and the IBN RIF Subcommittee met throughout the year to make recommendations to the Board regarding the RIF Rubric. Dr. Cook requested that the Governing Board temporarily suspend Policy BGB and allow adoption of the amended Policy without two readings in order to avoid a delay in the issuance of contracts.

Ms. Graziano asked why the point in Section (4.) was eliminated, rather than re-worked, for *certified teaching experience in more than one of the following areas/grade levels: K-3; 4-6; 7-8; special subject area (art, music, PE)*. Ms. Snyder responded that after lengthy discussions and considering several options, it was decided to eliminate this point because the subcommittee could not reach consensus. Ms. Snyder stated that adding the points for *education level based on current lane placement within WESD Certified Teacher Salary System* was beneficial to the teachers. Mr. Shumway added that the subcommittee found it difficult to determine who would qualify for the point and felt the points awarded for the teacher lane placement was better than a subjective evaluation. Ms. Graziano expressed disappointment that this point was eliminated.

Mrs. Lambert asked for clarification regarding the Rubric as an Exhibit to the Policy. Dr. Cook confirmed that the RIF Rubric was the Exhibit to Policy GCQA and the Policy was what the Board members were being asked to approve. Dr. Cook advised that the RIF Rubric would be reviewed each year by the IBN team.

Mrs. Lambert asked about the verbiage under the title of Policy GCQA regarding the effective date being for the 2010-2011 school year. Mr. Shumway explained that the effective date was placed on Policy GCQA last year for the Board's consideration, but is no longer needed and will be removed.

Board members thanked the IBN team for their hard work.

A motion was made by Mr. Jahneke that the Governing Board temporarily suspend Policy BGB – Policy Adoption and adopt proposed amended Policy GCQA – Professional Staff Reduction in Force. The motion was seconded by Mrs. Lambert. The motion carried.

D. Interest-Based Negotiations (IBN) Team's Recommendations for 2011-2012

UNANIMOUS

Dr. Cook advised the Board that the financial picture in Arizona was changing on a daily basis and that districts are waiting on the passage of additional bills that would either help or not help the District. In order to honor the timeline to issue contracts, the IBN team met on April 25, 2011 to consider the District's budget. The Board was provided an updated list of IBN Recommendations for 2011-2012 based on discussions from the April 25, 2011 IBN meeting. There were two recommendations added to the original list provided to the Board:

1. The passage of Senate Bill 1263 remains unknown and two options are provided regarding work furlough days during 2011-2012, depending on whether the Bill is signed into law or not.
2. A court decision impacted a decision from IBN regarding speech therapists' performance pay for 2010-2011.

Ms. Sue Snyder gave a presentation to the Board which included providing a list of the IBN team members, meeting dates during 2010-2011, IBN issues and recommendations.

Board members thanked the IBN team members for their hard work in making difficult decisions while keeping in mind the best interests of all employee groups. They appreciated that the IBN team provided pros, cons, and options for their decision-making process. The IBN team was thanked for the detailed IBN Communiqués sent to all employees. They thanked members for volunteering to serve on the IBN team. Board members appreciated that IBN used attrition, rather than RIFFING employees. They were pleased with the Working Conditions Survey results and the questions that were asked.

April 28, 2011

Mr. Maza asked the Board members if they were agreeable to approve the 18 IBN Recommendations in one motion rather than addressed individually. Board members agreed.

Mr. Maza asked Ms. Thompson how much the District had to cut from its budget for the last four years. Ms. Thompson replied that, including this year, the District had to cut between \$20,000,000.00 and \$30,000,000.00 out of its budget. Mr. Maza asked how much funding was received from the State of Arizona. Ms. Thompson responded that the State was responsible for -\$200,000,000.00 for education funding. Mr. Maza asked and Ms. Thompson agreed that any funds received were from Federal funding.

Mr. Maza read the following Governing Board interests as directed to the IBN team:

- Attract and maintain a stable workforce through working conditions.
- Continuously evaluate, review and revise (if necessary) procedures for reduction in force.
- Continuously evaluate, review and revise (if necessary) procedures for excessing personnel.
- Maintain District autonomy in decision-making.
- Promote positive community relations throughout the budget process.
- Protect the integrity of programming and parity, focusing on student achievement.
- Balance the budget.
- Optimize all funding sources.
- If additional funding is made available from federal sources, distribute in an equitable fashion in accordance with laws and regulations.

Mr. Maza thanked Ms. Snyder, the IBN team, and the District for meeting all the Governing Board interests when working on their recommendations.

UPDATED Interest-Based Negotiations (IBN) Recommendations for 2011-2012

The following recommendations reflect outcomes of the IBN meeting that was held on Monday, April 25, 2011:

1. It was recommended that the Governing Board approve applying existing school office, ELL, special education, computer lab technician and student services parity rubrics, resulting in an M&O budget reduction of \$514,000 for 2011-2012.
2. It was recommended that the Governing Board approve District departmental M&O budget reductions of \$430,000 for 2011-2012 to include reductions in staffing, overtime, supplies, and purchased services.
3. It was recommended that the Governing Board approve reorganizing night custodial staff and how custodial substitutes are hired and assigned for 2011-2012, based on site need and safety/security considerations. This action results in a cost savings of \$150,330 in the M&O budget.
4. *If Senate Bill 1263 becomes law*, it was recommended that the Governing Board approve establishing two work furlough days during 2011-2012, to occur on the day before Winter Break (12/23/2011) and on Memorial Day (5/28/2012). This action represents an M&O budget reduction of \$876,834. However, *if Senate Bill 1263 does not become law*, it was recommended that the Governing Board approve establishing three work furlough days during 2011-2012, to occur on the day before Winter Break (12/23/2011), the Friday of Spring Break (3/23/2012) and Memorial Day (5/28/2012). This alternative action represents an M&O budget reduction of \$1,294,237.

April 28, 2011

5. It was recommended that the Governing Board approve granting a one-time stipend of \$400, prorated based on 1.0 FTE, for each employee who is either non-certified and non-eligible for Proposition 301 funding, OR eligible for Education Jobs funding and non-eligible for Proposition 301 funding, to be paid on May 13, 2011.
6. It was recommended that the Governing Board approve replacing 2.0 FTE librarians who are resigning or retiring at the end of 2010-2011 with library technicians. The M&O cost savings of this action is \$87,000.
7. It was recommended that the Governing Board approve replacing 2.0 FTE nurses who are resigning or retiring at the end of 2010-2011 with health service technicians if medically fragile students are not adversely impacted. The M&O cost savings of this action is \$48,700.
8. It was recommended that the Governing Board approve reducing the full stipend to teachers with National Board Certification from \$4,000 to \$2,500 so that it aligns with other WESD incentive stipends and with NBC stipends paid by surrounding districts; it was further recommended that the Governing Board approve reducing the new full stipend amount by 25% for 2011-2012. This action results in a cost savings of \$26,800 in the M&O budget.
9. It was recommended that the Governing Board approve reduction of 4.0 FTE Responsible Thinking Center (RTC) monitors to maintain parity among schools, resulting in a savings of \$97,000 in the M&O budget for 2011-2012.
10. It was recommended that the Governing Board approve continuing the current status of the 25 percent reduction of the stipend paid to BEGIN teachers for each of the three years of the BEGIN program for 2011-2012. This action maintains the current year M&O budget for this expense.
11. It was recommended that the Governing Board approve continuing the current status of the 25 percent reduction of the stipend paid to program coaches for summer work for 2011-2012. This action maintains the current year M&O budget for this expense.
12. It was recommended that the Governing Board approve continuing the current status of the 25 percent reduction of the stipend paid to "other professionals," including psychologists, speech therapists, social workers and counselors, for 2011-2012. This action maintains the current year M&O budget for this expense.
13. It was recommended that the Governing Board approve continuing the current status of the 25 percent reduction of the stipend paid to after-school athletic coaches for 2011-2012. This action maintains the current year M&O budget for this expense.
14. It was recommended that the Governing Board approve that stipends for yearbook, National Junior Honor Society and student council advisors be continued for 2011-2012 at a 25 percent reduction from their respective 2008-2009 stipend level; it was further recommended that the Governing Board approve the continued allocation of 100 hours of discretionary funding per school for 2011-2012. This action maintains the current year M&O budget for this expense.
15. It was recommended that the Governing Board approve honoring all lane changes for teachers, speech therapists, principals and assistant principals for 2011-2012. M&O funding of \$178,000 is budgeted for anticipated 2011-2012 lane changes.

April 28, 2011

16. It was recommended that the Governing Board approve adding a fourth tier to the current principal salary schedule, which will impact seven veteran principals at a total cost to the M&O budget of \$35,000 plus benefits for 2011-2012.
17. It was recommended that the Governing Board approve earning one vacation day each year for those 12-month employees who currently earn ten vacation days for five years, after which they earn 15 vacation days a year. For example, a first-year employee earns ten vacation days per year; a second-year employee would earn 11 vacation days a year; a third-year employee would earn 12 days, etc. This action represents neither a cost to nor a savings of the M&O budget.
18. It was recommended that the Governing Board pay speech therapists' performance pay for 2010-2011 and for 2011-2012 using funding sources other than Classroom Site Funds.

A motion was made by Mr. Adams to approve the Interest-Based Negotiations (IBN) Recommendations for 2011-2012, items 1-18, as presented. The motion was seconded by Mrs. Lambert. The motion carried.

Mr. Adams stated that he wholeheartedly supported the IBN Recommendations and, again, thanked everyone involved in the process.

E. 2011-2012 School and Employee Calendars and the Calendar Framework for 2012-2015 UNANIMOUS

Dr. Cook advised the Board that they were asked to approve the 2011-2012 School and Employee Calendars and the Calendar Framework for 2012-2015. Dr. Cook introduced Dr. Maggie Westhoff who summarized the calendar process. Dr. Westhoff reported that the Calendar Study Team followed the Board's direction to stay aligned with Glendale Union High School's calendars. Dr. Westhoff advised that the calendars are always in compliance with the legal requirements and State mandates for instructional hours.

Ms. Graziano asked if the Calendar Study Team considered moving the Parent Teacher Conferences in February to one week later to take advantage of having the following Monday off for President's Day. Dr. Westhoff advised that it was not advisable because of the scheduling of Valentine's Day.

Ms. Graziano asked if April 18, 2012 was during the AIMS testing week. Dr. Westhoff responded that it was the AIMS testing week and it was recommended several years ago not to have an early-release day during testing week so that students have adequate time to complete the tests.

A motion was made by Mr. Jahneke that the Governing Board approve the 2011-2012 PLC early-release Wednesday calendar for the staff and students as presented.

Mr. Jahneke further moved that the Governing Board approve the start and end dates and holidays for the 2012-2015 calendars which are aligned with Glendale Union High School District calendars.

Finally, Mr. Jahneke moved that the Governing Board approve the 2011-2012 employee calendars, including the 261-Day Administrator Calendar, the 261-Day Classified Employee Calendar, the 227-Day Employee Calendar, the 220-Day Psychologist Calendar, the 209-Day Employee Calendar, and the 194-Day Employee Calendar.

All motions were seconded by Ms. Graziano. The motion carried.

April 28, 2011

F. Discussion and Consideration of 2011-2012 Governing Board Budget

4-1 AYE

The Governing Board members discussed the following items in their budget:

- Contractual Agreement
- Registration
- Travel
- Dues and Fees
- Elections
- Printing and Binding

When discussing memberships, i.e., ASBA and ABEC, Mr. Shumway advised that there was a new statute that prohibits school districts from paying dues to an organization that influences the outcome of an election. Mr. Shumway felt that organizations will change how they operate, within their structure, to comply with the new law in order to maintain membership. Mrs. Lambert asked if the District could add a statement on the membership renewal notice that our dues were not to be used to influence any elections in order to be in compliance with the new law.

Board members stated that their budget had a minimal impact on the District's total budget and the majority of their accounts must remain unchanged due to District needs and responsibilities, e.g. legal fees. Funds are allowed to be moved within the budget accounts as needs arise. Board members stated they will be mindful of the District's financial situation when carrying out their fiduciary responsibilities. Any funds remaining in the Governing Board's budget will go to the District as a budget balance carry-forward.

A motion was made by Mr. Adams that the Governing Board approve the 2011-2012 Governing Board budget as presented. The motion was seconded by Mrs. Lambert. The motion carried 4-1. Ms. Graziano voted nay.

IV. FUTURE AGENDA ITEMS

Ms. Graziano requested that IBN revisit the section of the RIF Rubric that was deleted this year.

Ms. Graziano requested a Study Session regarding procurement laws for student and group travel. She suggested inviting principals and teachers involved in single source provider trips, i.e., Disneyland, Coronado Island, music festivals, etc.

V. GOVERNING BOARD AND SUPERINTENDENT ACKNOWLEDGMENTS

Dr. Cook acknowledged Karen Menaugh, principal of Roadrunner Elementary School, and her team for the successful Green Schoolhouse Series event, with Robosaurus, held on April 28, 2011.

Ms. Graziano thanked the District for the new podium microphone.

VI. CALL FOR EXECUTIVE SESSION

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

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

April 28, 2011

- A.3 and A.4 – Discussion or consultations with the attorney or attorneys for the public body for legal advice and in order to consider its position and instruct its attorneys regarding the public body’s position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation – specifically regarding bond improvement contract issues.

UNANIMOUS

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

VII. RECESSING OF REGULAR MEETING FOR EXECUTIVE SESSION

VIII. EXECUTIVE SESSION – GENERAL FUNCTION

A. Call to Order and Roll Call

Governing Board members present: Mr. Chris Maza, Ms. Clorinda Graziano, Mr. Aaron Jahneke, and Mrs. Tee Lambert. Mr. Bill Adams recused himself from the Executive Session due to a conflict of interest.

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 and A.4

- A.3 and A.4 – Discussion or consultations with the attorney or attorneys for the public body for legal advice and in order to consider its position and instruct its attorneys regarding the public body’s position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation – specifically regarding bond improvement contract issues.

IX. RECONVENING OF REGULAR MEETING

X. ADJOURNMENT

A motion was made by Mrs. Lambert to adjourn the Regular Meeting at 9:28 p.m. The motion was seconded by Ms. Graziano. The motion carried 4-0. Mr. Adams was absent for the Adjournment.

4-0 AYE

SIGNING OF DOCUMENTS

Documents were signed as tendered by the Governing Board Secretary

BOARD SECRETARY

DATE

BOARD OFFICIAL

DATE

April 28, 2011

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
 FROM: Dr. Susan J. Cook, Superintendent Discussion
 Information
 1st Reading
 DATE: May 12, 2011
 AGENDA ITEM: *Approval/Ratification of Vouchers
 INITIATED BY: Debra Karns, 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 FY10/11 PAYROLL VOUCHERS (warrants for services and materials, payroll expense):

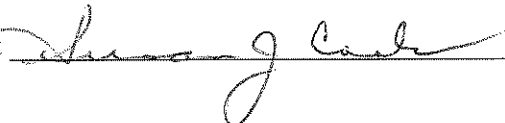
04/19/11	<u>2,972,476.86</u>
Totals:	<u>2,972,476.86</u>

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

04/13/11	2,430,502.14
04/20/11	4,012,040.90
04/27/11	<u>2,220,812.47</u>
Totals:	<u>8,663,355.51</u>

SUMMARY AND RECOMMENDATION

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

Superintendent 

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

Agenda Item *II.A.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: May 12, 2011 Information
AGENDA ITEM: *Personnel Items 1st Reading

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

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

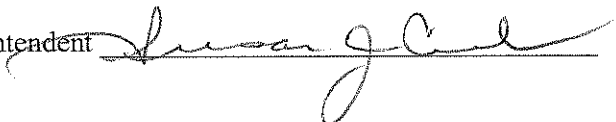
Funding Source: Various
Budgeted: Yes

The attached personnel actions are presented for approval.

SUMMARY AND RECOMMENDATION

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

Superintendent



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

Agenda Item *II.B.

PERSONNEL ACTION RECOMMENDED

May 12, 2011

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

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
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B. CERTIFIED

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
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Anisi	Carol	Teacher-LD	Lookout Mountain	Leave of Absence for 2011-12 Fiscal Year		5/26/2011
Arnone	Tammy	Teacher-7th Grade	Royal Palm	Resignation	4	5/26/2011
Clarkson	Mariako	Teacher-LD	Maryland	Resignation	3	5/26/2011
Freda	Jennifer	Teacher-Kindergarten	Maryland	Rescind Resignation		
Giles	Barbara	Program Coach	Richard Miller	Leave of Absence for 2011-12 Fiscal Year		5/26/2011
Herzig	April	Teacher-4th Grade	Tumbleweed	Resignation	1	5/26/2011
Kaplan	Janette	Teacher-CCSC	Sweetwater	Resignation	2.5	5/11/2011
Kritenbrink	Chad	Teacher-PE	Ocotillo	Resignation	4	5/26/2011
Liningier	Heather	Teacher-CCBSC	Manzanita	Resignation	1	5/26/2011
Lodato	Nicholas	Teacher-6th Grade	Royal Palm	Resignation	3	5/26/2011
Maslick	Lindsay	Teacher-3rd Grade	Tumbleweed	Leave of Absence for 2011-12 Fiscal Year		5/26/2011
Neumann	Janell	Teacher-4th Grade	Maryland	Leave of Absence for 2011-12 Fiscal Year		5/26/2011
Pepple	Lois	Academic Intervention Specialist	Sahuaro	Leave of Absence for 2011-12 Fiscal Year		5/26/2011
Pinson	Jennifer	Teacher-LD	Sunnyslope	Resignation	2 mo.	5/26/2011
Rudder	Randal	Teacher-Reading Enrichment	Cholla	Resignation	5	5/26/2011
Sabin	Karen	Teacher-Special Needs	Desert View	Retirement	3	5/26/2011
Seeger	Beverly	Teacher-LD	Mountain Sky	Resignation	1	5/26/2011
Shivers	Adriana	Teacher-CCK	Manzanita	Resignation	3	5/26/2011
Swanson	Allyn	Teacher-Orchestra/Band	Lookout Mountain	Resignation	3	5/26/2011
Tacey	Barbara	Teacher-2nd Grade	Orangewood	Resignation	7	5/26/2011

C. FULL-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
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Beal	Rane	Library Technician	Acacia	Resignation	4	5/25/2011
Butler-Bickwell	Tonya	Health Technician	Royal Palm	Resignation	4	5/26/2011
Earl	Amy	Library Technician	Manzanita	Resignation	1.5	5/25/2011
Pappas	Jason	Trades Specialist-HVAC	Maintenance	Resignation	4	5/5/2011
Richmond	Kelly	Payroll Manager	Payroll	Resignation	2	6/3/2011
Trejo	Patricia	Night Custodian	Sunnyslope	Termination	5	4/18/2011

D. PART-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
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Asimos	Thomas	Crossing Guard	Acacia	Resignation	12	5/25/2011
Bethell	Hanna	Paraprofessional	Sunnyslope	Resignation	2	5/25/2011
Brown	Jerome	Crossing Guard	Chaparral	Resignation	14	5/25/2011
Brown	Kelsey	Instructional Assistant	John Jacobs	Resignation	1	5/25/2011
Cochren	Linda	Nutrition Service Unit Leader	Sahuaro	Retirement	26	5/25/2011
Edwards	Jessica	Crossing Guard	John Jacobs	Resignation	1	5/25/2011
Fleming	Charles	Suspension Monitor	Washington	Resignation	3	5/25/2011

PERSONNEL ACTION RECOMMENDED

May 12, 2011

D. PART-TIME CLASSIFIED - CONTINUED

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Florez	Stella	Nutrition Service Helper	Desert Foothills	Resignation	4	5/25/2011
Gabraiel	Franko	Bus Driver	Transportation	Resignation	1	4/29/2011
Gotchy	Mary	Paraprofessional	Arroyo	Retirement- <i>Smartschools</i>	21	5/25/2011
Grosh	JoAllen	Paraprofessional	Palo Verde	Resignation	2	4/22/2011
Lackman	Sandra	Paraprofessional	Ocotillo	Retirement	16	5/25/2011
McMahon	Kimberly	Office Technician	Manzanita	Resignation	1.5	5/25/2011
Ortiz	Celina	Special Ed. Assistant	Cholla	Resignation	3	4/28/2011
Patino	Shonna	Nutrition Service Clerk	Ironwood	Resignation	3	5/25/2011
Sunderlin	Meagan	Paraprofessional	Shaw Butte	Resignation	2	4/22/2011
Urbano	Margarita	Nutrition Service Helper	Chaparral	Retirement	9	5/25/2011

II. EMPLOYMENT**A. ADMINISTRATIVE**

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
Patterson	Carol	Principal	E	Palo Verde

B. CERTIFIED

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
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C. FULL-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
Calderon	Carlos	Psychologist	E	Special Services
Mesquita	Haley	Speech/Language Assistant	E	Ironwood/Special Services

D. PART-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
Dunn	Cody	KidSpace Assistant	E	Abraham Lincoln
Fajardo	Crystal	Special Ed. Assistant	E	Sweetwater
Rankin	Andrea	Nutrition Service Helper	E	Alta Vista
Serna	Abigail	Monitor	E	Chaparral

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: May 12, 2011 Information
AGENDA ITEM: *Public Gifts and Donations (The Value of Donated Items is Determined by the Donor) 1st Reading
INITIATED BY: Dr. Susan J. Cook, Superintendent SUBMITTED BY: Dr. Susan J. Cook, Superintendent
PRESENTER AT GOVERNING BOARD MEETING: Dr. Susan J. Cook, Superintendent
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA and A.R.S. §15-341

SUPPORTING DATA

Funding Source: Donations
Budgeted: N/A

1. Box Tops for Education/General Mills donated a check in the amount of \$838.00 to be used for art supplies and materials for students at Moon Mountain Elementary School.
2. Arroyo Elementary School PTO donated a check in the amount of \$844.76 to be used for the Catalina Island field trip in May 2011.
3. Box Tops for Education/General Mills donated a check in the amount of \$304.40 to be used to purchase library books at Mountain Sky Junior High School.
4. Alliance Communities donated a check in the amount of \$750.00 to be used for the Physical Education Department fitness room at Mountain Sky Junior High School.

SUMMARY AND RECOMMENDATION

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

Superintendent 

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

Agenda Item *II.C.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: May 12, 2011 Information
AGENDA ITEM: *Extension and Renewal of Annual Contract for Specified Goods and Services 1st Reading

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

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA, DJE and ARS 15-213

SUPPORTING DATA

Funding Source: M&O
Budgeted: Yes

Attached is a contract that has been previously awarded by the Governing Board. This contract will soon be expiring. Because performance under this contract has been satisfactory, extension of the contract is recommended. No school or department can spend more than is budgeted without prior approval from the Finance Department.

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


The 2010-2011 proposed budget capacity is provided on the attached list.

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

SUMMARY AND RECOMMENDATION

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

Superintendent



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

Agenda Item *II.D.

2010 - 2011 proposed M&O Budget Capacity for Maintenance Service - \$740,284.75

Contract Title:	09.026, Bulk Fertilizer
Vendor(s):	Fertizona-Fennemore
Board Approval	May 13, 2010
Proposed Extention	First
Renewal Options Remaining:	Three
Proposed 2010-2011 Expenditures:	To be used on an as-needed basis.
Expended 2009-2010:	\$0.00

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: May 12, 2011 Information
AGENDA ITEM: *Annual Intergovernmental Cooperative Purchase Agreements with the Mohave Educational Services Cooperative, Inc. (MESC) 1st Reading
INITIATED BY: Howard Kropp, Administrator of Purchasing SUBMITTED BY: Cathy Thompson, Director of Business Services
PRESENTER AT GOVERNING BOARD MEETING: Howard Kropp, Administrator of Purchasing
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: Bond
Budgeted: Yes

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

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

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

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

SUMMARY AND RECOMMENDATION

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

Superintendent



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

Agenda Item *II.E.

MOHAVE EDUCATIONAL SERVICES COOPERATIVE CONTRACT

Funding for this contract to be from Bond sales

Vendor(s):	Ace Asphalt
Description of Purchase:	Asphalt paving
Estimated 2010-2011 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Construction Services / Bond
2009-2010 Expenditure:	New Contract for WESD

Vendor(s):	Norcon
Description of Purchase:	Draperies (Stage and others)
Estimated 2010-2011 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Construction Services / Bond
2009-2010 Expenditure:	New Contract for WESD

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
 FROM: Dr. Susan J. Cook, Superintendent Discussion
 Information
 1st Reading
 DATE: May 12, 2011
 AGENDA ITEM: *Agreements to Provide Summer Meals to City of Phoenix Parks and Recreation, Gompers Habilitation Center, ACCEL School and Beth Yachad Messianic Worship Center
 INITIATED BY: Connie Parmenter, Director of Nutrition Services SUBMITTED BY: Connie Parmenter, Director of Nutrition Services
 PRESENTER AT GOVERNING BOARD MEETING: Connie Parmenter, Director of Nutrition Services
 GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: Federal Reimbursement
 Budgeted: Yes

The purpose of the Agreements is to enable the Washington Elementary School District Nutrition Services Department to provide summer meals to eligible children at two of the City of Phoenix Community Centers (Washington Activity Center and Mountain View Community Center), Gompers Habilitation Center, ACCEL School, and Beth Yachad Messianic Worship Center. The Summer Food Service Program reimburses sponsors for free meals served to children from the ages of 1 – 18 at approved meal sites in low-income areas. If approved, meal service will start on June 3, 2011.

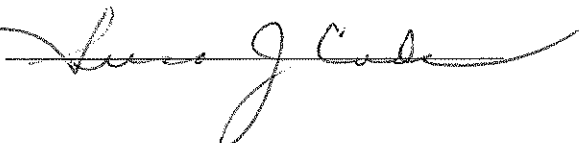
All costs associated with the service will be supported by Federal Reimbursement for the Summer Meal Program.

These agreements have been reviewed by District Legal Counsel.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Agreements to provide meals to the City of Phoenix Community Centers, Gompers Habilitation Center, ACCEL School, and Beth Yachad Messianic Worship Center during Summer 2011 and authorize the Superintendent to execute the Agreements on behalf of the District.

Superintendent



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

Agenda Item *II.F.

AGREEMENT TO PROVIDE SUMMER MEALS FOR 2011

Washington Elementary School District No. 6 (WESD) and City of Phoenix Parks and Recreation hereby enter into the following agreement:

A. TITLE OF AGREEMENT:

Summer Meal Program

B. PURPOSE OF AGREEMENT:

To enable the Washington Elementary School District to provide meal service to City of Phoenix Parks and Recreation participants at the Washington Activity Center and Mountain View Community Center. This program is to be made available at Washington Activity Center, Monday through Friday, June 3, 2011 through July 22, 2011. Meals will be provided at Mountain View Community Center from June 6, 2011 through July 29, 2011. The program is supported by Federal Reimbursement for eligible meals.

C. DURATION OF AGREEMENT:

This agreement shall be in effect from June 3, 2011 through July 29, 2011 unless earlier terminated as hereafter provided.

D. CONDITIONS OF AGREEMENT:

1. Washington Elementary School District shall provide meals to Washington Activity Center and Mountain View Community Center for eligible children under the established procedures of the Washington Elementary School District.
2. If requested by WESD, a pre-lunch count must be provided to the Nutrition Services office 24 hours prior to the scheduled delivery time.
3. Lunches will be delivered to Washington Activity Center (2240 W. Citrus Way, Phoenix, AZ 85015) and Mountain View Community Center (1104 E. Grovers, Phoenix, AZ 85022) by Washington Elementary School District.
4. Meals for the summer meal program will be provided to all children from 1 – 18 years of age or persons 19 and over who are mentally or physically disabled at no charge.

5. It is understood that Washington Elementary School District assures that each meal provided to Washington Activity Center and Mountain View Community Center meets the minimum meal pattern requirements.
6. Record keeping for the Federal Reimbursement Program will be the responsibility of the Washington Elementary School District.
7. The Washington Activity Center and Mountain View Community Center will report any changes in the number of meals required as attendance fluctuates.
8. Washington Elementary School District will assume responsibility for any over claims for Federal Reimbursement and is ultimately responsible for meal counts and claiming accountability.
9. Food Service equipment provided by the Washington Elementary School District will remain the property of the Washington Elementary School District.
10. The City of Phoenix Parks and Recreation Centers will comply with civil rights laws and regulations.
11. Washington Elementary School District will include Washington Activity Center and Mountain View Community Center in its applications with the Arizona Department of Education.

E. PROVISIONS FOR TERMINATING AGREEMENT:

Either party may terminate this agreement by providing written notice of the intent to terminate 30 working days in advance of the termination date.

F. CERTIFICATION OF CONTRACTING AGENCIES:

City of Phoenix Parks and Recreation
3901 W. Glendale
Phoenix, AZ 85051

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

By: _____
Its: _____

By: _____
Its: Superintendent

Date: _____

Date: _____

Director of Nutrition Services
Date: _____

AGREEMENT TO PROVIDE SUMMER MEALS FOR 2011

Washington Elementary School District No. 6 (WESD) and Gompers Habilitation Center.

A. TITLE OF AGREEMENT:

Summer Meal Program

B. PURPOSE OF AGREEMENT:

To enable the Washington Elementary School District to provide meal service to Gompers Habilitation Center children. This program is to be made available at Monday through Friday, June 13, 2011 through July 22, 2011. The program is supported by Federal Reimbursement for eligible meals.

C. DURATION OF AGREEMENT:

This agreement shall be in effect from June 13, 2011 through July 22, 2011 unless earlier terminated as hereafter provided.

D. CONDITIONS OF AGREEMENT:

1. Washington Elementary School District shall provide meals to Gompers Habilitation Center for eligible children under the established procedures of the Washington Elementary School District.
2. If requested by WESD, a pre-lunch count must be provided to the Nutrition Services office 24 hours prior to the scheduled pick up time.
3. Lunches will be picked up by Gompers Habilitation Center Staff at Abraham Lincoln Traditional School (10444 N. 39th Ave., Phoenix, AZ 85051) at a designated time.
4. Meals for the summer meal program will be provided to all children from 1 – 18 years of age or persons 19 and over who are mentally or physically disabled at no charge.
5. It is understood that Washington Elementary School District assures that each meal provided to Gompers Habilitation Center meets the minimum meal pattern requirements.

6. Record keeping for the Federal Reimbursement Program will be the responsibility of the Washington Elementary School District.
7. Gompers Habilitation Center will report any changes in the number of meals required as attendance fluctuates.
8. Washington Elementary School District will assume responsibility for any over claims for Federal Reimbursement and is ultimately responsible for meal counts and claiming accountability.
9. Food Service equipment provided by the Washington Elementary School District will remain the property of the Washington Elementary School District.
10. Gompers Habilitation Center will comply with civil rights laws and regulations.
11. Washington Elementary School District will include Gompers Habilitation Center in its applications with the Arizona Department of Education.

E. PROVISIONS FOR TERMINATING AGREEMENT:

Either party may terminate this agreement by providing written notice of the intent to terminate 30 working days in advance of the termination date.

F. CERTIFICATION OF CONTRACTING AGENCIES:

Gompers Habilitation Center
6601 N. 27th Ave.
Phoenix, AZ 85017

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

By: _____
Its: _____

By: _____
Its: Superintendent

Date: _____

Date: _____

Director of Nutrition Services
Date: _____

AGREEMENT TO PROVIDE SUMMER MEALS FOR 2011

Washington Elementary School District No. 6 (WESD) and ACCEL School (ACCEL) hereby enter into the following agreement:

A. TITLE OF AGREEMENT:

Summer Meal Program

B. PURPOSE OF AGREEMENT:

To enable the Washington Elementary School District to provide meal service to ACCEL students. This program is to be made available Monday through Thursday, June 13, 2011 through July 14, 2011 and is to be supported by Federal Reimbursement for eligible meals.

C. DURATION OF AGREEMENT:

This agreement shall be in effect from June 13, 2011 through July 14, 2011, unless earlier terminated as hereafter provided.

D. CONDITIONS OF AGREEMENT:

1. Washington Elementary School District shall provide meals to ACCEL for eligible children under the established procedures of the Washington Elementary School District.
2. If requested by WESD, a pre-lunch count must be provided to the Nutrition Services office 24 hours prior to the scheduled delivery time.
3. Lunches will be delivered to ACCEL by Washington Elementary School District.
4. Meals for the summer meal program will be provided to all children from 1 – 18 years of age or persons 19 and over who are mentally or physically disabled at no charge.
5. It is understood that Washington Elementary School District assures that each meal provided to ACCEL meets the minimum meal pattern requirements.
6. Record keeping for the Federal Reimbursement Program will be the responsibility of the Washington Elementary School District.

7. ACCEL will report any changes in the number of meals required as attendance fluctuates.
8. Washington Elementary School District will assume responsibility for any over claims for Federal Reimbursement and is ultimately responsible for meal counts and claiming accountability.
9. Food Service equipment provided by the Washington Elementary School District will remain the property of the Washington Elementary School District.
10. ACCEL School will comply with civil rights laws and regulations.
11. Washington Elementary School District will include ACCEL School in its applications with the Arizona Department of Education.

E. PROVISIONS FOR TERMINATING AGREEMENT:

Either party may terminate this agreement by providing written notice of the intent to terminate 30 working days in advance of the termination date.

F. CERTIFICATION OF CONTRACTING AGENCIES:

ACCEL School
10251 N. 35th Avenue
Phoenix, Arizona 85051

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

Beth Yachad

Washington Elementary School District

By: _____
Its: _____

By: _____
Its: Superintendent

Date: _____

Date: _____

Director of Nutrition Services

Date: _____

AGREEMENT TO PROVIDE SUMMER MEALS FOR 2011

Washington Elementary School District No. 6 (WESD) and Beth Yachad Messianic Worship Center hereby enter into the following agreement:

A. TITLE OF AGREEMENT:

Summer Meal Program

B. PURPOSE OF AGREEMENT:

To enable the Washington Elementary School District to provide meal service to children at the Beth Yachad summer camp. This program is to be made available Monday through Friday, June 6, 2011 through July 29, 2011 and is to be supported by Federal Reimbursement for eligible meals.

C. DURATION OF AGREEMENT:

This agreement shall be in effect from June 6, 2011 through July 29, 2011, unless earlier terminated as hereafter provided.

D. CONDITIONS OF AGREEMENT:

1. Washington Elementary School District shall provide meals to Beth Yachad for eligible children under the established procedures of the Washington Elementary School District.
2. If requested by WESD, a pre-lunch count must be provided to the Nutrition Services office 24 hours prior to the scheduled pick up time.
3. Lunches will be picked up by staff from Beth Yachad at Abraham Lincoln Traditional School at a designated time.
4. Meals for the summer meal program will be provided to all children from 1 – 18 years of age or persons 19 and over who are mentally or physically disabled at no charge.
5. It is understood that Washington Elementary School District assures that each meal provided to Beth Yachad meets the minimum meal pattern requirements.
6. Record keeping for the Federal Reimbursement Program will be the responsibility of the Washington Elementary School District.

7. Beth Yachad will report any changes in the number of meals required as attendance fluctuates.
8. Washington Elementary School District will assume responsibility for any over claims for Federal Reimbursement and is ultimately responsible for meal counts and claiming accountability.
9. Food Service equipment provided by the Washington Elementary School District will remain the property of the Washington Elementary School District.
10. Beth Yachad will comply with civil rights laws and regulations.
11. Washington Elementary School District will include Beth Yachad in its applications with the Arizona Department of Education.

E. PROVISIONS FOR TERMINATING AGREEMENT:

Either party may terminate this agreement by providing written notice of the intent to terminate 30 working days in advance of the termination date.

F. CERTIFICATION OF CONTRACTING AGENCIES:

Beth Yachad Messianic Worship Center
2261 W. Desert Cove
Phoenix, Arizona 85029

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

Beth Yachad

Washington Elementary School District

By: _____
Its: _____

By: _____
Its: Superintendent

Date: _____

Date: _____

Director of Nutrition Services

Date: _____

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: May 12, 2011 Information
AGENDA ITEM: *Arizona Nutrition Network - Arizona Department of Health Service Contract, ADHS11-000743, Amendment 4 1st Reading
INITIATED BY: Connie Parmenter, Director of Nutrition Services SUBMITTED BY: Connie Parmenter, Director of Nutrition Services
PRESENTER AT GOVERNING BOARD MEETING: Connie Parmenter, Director of Nutrition Services
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: Federal Reimbursement
Budgeted: Yes

On September 11, 2010, the Governing Board approved the contract with Arizona Department of Health Services to participate in the Arizona Nutrition Network – Local Incentive Award.

The purpose of this amendment is to revise the Price Sheet of the contract to reflect budget reductions as required in the Child Nutrition Reauthorization Act. The following reductions impact students less than reductions in other areas.

- Contracts/Grants/Agreements shall be reduced \$1,000.00;
- Non-Capital Equipment Supplies shall be reduced \$10,000.00;
- Materials shall be reduced \$20,000.00; and
- Travel shall be reduced \$593.00.


The reductions in the budget will minimally affect the nutrition education services that are provided to the eligible children in the District.

This agreement has been reviewed by District Legal Counsel.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the amendment to Contract ADHS11-000743 with the Arizona Department of Health Services and authorize the Superintendent to execute the Amendment of behalf of the District.

Superintendent



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

Agenda Item *II.G.



Contract Amendment

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 W. Adams
Room 303
Phoenix, Arizona 85007
(602) 542-1040

Contract No: ADHS11-000743

Amendment 4

Procurement Specialist
Terri Johnson

Arizona Nutrition Network

It is mutually agreed that the Contract referenced is amended as follows:

1. Pursuant to the Uniform Terms and Conditions, Provision E, Contract Changes/Amendments, the following shall apply within the Scope of the Contract:
 - a. Effective October 1, 2010, the requirement for a Local Match shall no longer be required for this Contract.
2. Replace Price Sheet, in Amendment Three (3), Page Two (2) with revised Price Sheet in Amendment Four (4) Page Three (3). Changes are due to funding reductions as required in the Child Nutrition Reauthorization Act and elimination of Local Match requirement. The following changes shall apply:
 - a. Contracts/Grants/Agreements shall be reduced \$1,000.00;
 - b. Non-Capital Equipment Supplies shall be reduced \$10,000.00;
 - c. Materials shall be reduced \$20,000.00; and
 - d. Travel shall be reduced \$593.00.
3. Due to the transition to the State's E-Procurement System, the Contract number has been changed to ADHS11-000743.
4. Uniform Terms and Conditions, Page Three (3), Provision C, Item Two (2), Non-Discrimination, the State Executive Order Number shall be changed to 2009-09.

All other provisions remain unchanged.

Contractor hereby acknowledges receipt and acceptance of above amendment and that a signed copy must be filed with the Procurement Office before the effective date.

In accordance with A.R.S. 35-391.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Iran.

In accordance with A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have any scrutinized business operations in Sudan

The above referenced Contract Amendment is hereby executed this

_____ day of _____, 2011 at

Phoenix, Arizona

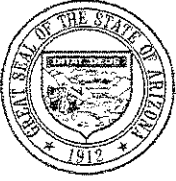
Signature / Date

Authorized Signatory's Name and Title:

Contractor's Name:

Washington Elementary School District

Procurement Officer:

	<h2 style="text-align: center;">Contract Amendment</h2>		<p style="text-align: center;">ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams Room 303 Phoenix, Arizona 85007 (602) 542-1040</p> <p style="text-align: center;">Procurement Specialist: Terri Johnson</p>
	Contract No: ADHS11-000743	Amendment 4	

5. Uniform Terms and Conditions, Page Four (4), Provision C, Contract Administration and Operation, Item Nine (9) shall be added, and titled Federal Immigration and Nationality Act. Item Nine (9) shall read as follows;

Federal Immigration and Nationality Act: The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of the Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found non-compliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

6. Uniform Terms and Conditions, Page Four (4), Provision C, Contract Administration and Operation, Item Ten (10) shall be added, and titled E-Verify Requirements. Item Ten (10) shall read as follows;

E-Verify Requirements: In accordance with A.R.S. 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. 23-214, Subsection A.

7. Uniform Terms and Conditions, Page Four (4), Provision C, Contract Administration and Operation, Item Eleven (11) shall be added, and titled Scrutinized Businesses. Item Eleven (11) shall read as follows;

Scrutinized Businesses: In accordance with A.R.S. 35-391 and A.R.S. 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

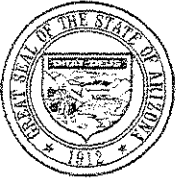
8. Uniform Terms and Conditions, Page Six (6), Provision G, Warranties, Item Five (5), Year 2000 shall be deleted in its entirety.

9. Special Terms and Conditions, Provision T, Offshore Performance of Work Prohibited, shall be changed to read as follows:

Offshore Performance of Work Prohibited: Any services that are described in the specifications or scope of work that directly serves the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed with the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers.

10. Special Terms and Conditions, Provision W, Health Insurance Portability and Accountability Act of 1996, shall be changed to read as follows:

Health Insurance Portability and Accountability Act of 1996: The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

	Contract Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams Room 303 Phoenix, Arizona 85007 (602) 542-1040
	Contract No: ADHS11-000743	Amendment 4	Procurement Specialist: Terri Johnson

PRICE SHEET/FEE SCHEDULE
WASHINGTON ELEMENTARY SCHOOL DISTRICT
EFFECTIVE: October 1, 2010

BUDGET CATEGORIES	APPROVED FEDERAL SHARE BUDGET
PERSONNEL COSTS/SALARY	\$35,766.00
FRINGE BENEFITS	\$10,782.00
CONTRACTS/GRANTS/AGREEMENTS	\$6,800.00
NON-CAPITAL EQUIPMENT SUPPLIES	\$5,400.00
MATERIALS	\$23,659.00
TRAVEL	\$2,542.00
BUILDING/SPACE	\$0.00
MAINTENANCE	\$0.00
EQUIPMENT AND OTHER CAPITAL	\$0.00
INDIRECT COSTS	\$0.00
TOTAL	\$84,949.00

LINE ITEM BUDGET TRANSFERS

Upon receipt of written authorization from the ADHS Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the Total Budgeted Amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: May 12, 2011 Information
AGENDA ITEM: *Authorization to Amend the Intergovernmental Agreement with the City of Phoenix for the 1st Reading
Head Start Program
INITIATED BY: Susan Burns, Director of Head Start SUBMITTED BY: D. Rex Shumway, Legal Counsel
PRESENTER AT GOVERNING BOARD MEETING: Susan Burns, Director of Head Start
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: Head Start
Budgeted: Yes

As a delegate agency for Head Start, the Washington Elementary School District No. 6 (WESD) maintains an Intergovernmental Agreement (IGA) with the City of Phoenix, which is in effect from July 1, 2010 through June 30, 2011 and specifies the amount of funding for the WESD Head Start program as \$2,493,853.00.

The purpose of the Human Services Department IGA Contract Amendment is to add funding for FY 2010-2011 for increased costs of operating Head Start classrooms.

The additional funding is in the amount of \$91,140.00, increasing the total cumulative funding amount for the period from July 1, 2010 through June 30, 2011 to \$2,584,993.00.

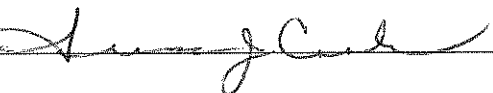
Five (5) Hatch Teach Smart Interactive Learning Systems for Head Start classrooms at Desert View, Sunburst, Washington, and two Head Start classrooms at Sahuaro Elementary School will be purchased in the amount of \$45,425.00. The remaining \$45,725.00 will be used to purchase an early childhood playground at Arroyo Elementary School for use by Head Start students.

The agreement has been reviewed by District Legal Counsel.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Human Services Department Intergovernmental Agreement Amendment to add funding for FYI 2010-2011 in the amount of \$91,140.00, increasing the total amount of funding to \$2,584,993.00.

Superintendent



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

Agenda Item *II.H.



City of Phoenix

**HUMAN SERVICES DEPARTMENT
CONTRACT AMENDMENT**

Contract #129056-001

CONTRACTOR NAME (name & address) Washington School District Attn: Susan Burns 8430 N. 39TH Ave. Phoenix, AZ 85051	AMENDMENT # 01 EFFECTIVE DATE OF AMENDMENT: <u>5/1/2011</u> SERVICE: <u>Head Start Services</u> PREVIOUS CEILING: <u>\$2,493,853</u> THIS AMENDMENT: <u>\$ 91,140</u> NEW CONTRACT CEILING: <u>\$2,584,993</u>
--	---

The purpose of this amendment is to:

1. Add funding for FY 2010-11 for increased costs of operating Head Start classrooms.

The explanation of the revisions are as follows:

1. The added funding is \$91,140. The total cumulative amount for the period from July 1, 2010 to June 30, 2011 is \$2,584,993.

All the terms and conditions of the original contract not specifically modified herein or in conflict with this amendment shall remain unchanged and in full force and effect. This amendment shall become effective on the date of the last signature unless otherwise specified herein.

CONTRACTOR	CITY OF PHOENIX
SIGNATURE OF AUTHORIZED SIGNATOR	SIGNATURE OF AUTHORIZED SIGNATOR <i>pat</i>
TYPED NAME	DEANNA JONOVICH
TITLE	ACTING HUMAN SERVICES DIRECTOR
DATE	TITLE
DATE	DATE

CITY CLERK **Approved as to form** DATE

Margaret Wilson
ACTING City Attorney

Hatch Teach Smart Learning System Costs	\$9,083 per unit			
\$ 117,000 salary saving		\$ 91,140 new money from City		
Schools:				
Acacia *	\$ 9,083	Desert View *	\$ 9,083	
Alta Vista *	\$ 9,083	Manzanita **		
Arroyo *	\$ 9,083	REM **		
Maryland *	\$ 9,083	Roadrunner ** (2 units)		
Mt View (2 units)	\$ 18,166	Sahuaro * (2 units)	\$ 18,166	
Orangewood	\$ 9,083	Sunburst *	\$ 9,083	
Sunnyslope	\$ 9,083	Shaw Butte ** (2 units)		
		Tumbleweed *		
* possible wall penetration needed		Washington *	\$ 9,083	
8 units	\$ 72,664	**portable classroom	\$ 45,415	5 units

\$ 155.00	588	\$ 91,140.00	total amount to request have enough in-kind for this amount
		\$ 41,748.00	need waiver on this amount
		\$ 49,392.00	
		\$ 12,348.00	in-kind needed this amount is 25% of \$49,392

\$ 117,000	salary/fringe savings		
\$ 91,140	new City money		
\$ 208,140	Total \$ to work with		
\$ 72,664	8 hatch units- (sal/fringe savings)		
\$ 45,415	5 hatch units- (new City money)		
\$ 40,000	TU playground- (sal/fringe savings)	\$ 118,079	total cost for 13 Hatch units
\$ 50,000	AR playground- (new City money)	\$ 90,000	total cost for 2 playgrounds
\$ 208,079	Total costs	\$ 118,079	
\$ 61	left over		

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: May 12, 2011 Information
AGENDA ITEM: *Renewal of Intergovernmental Agreement Between Participating Districts and the 1st Reading
Washington Elementary School District for Title I Private School Consortium
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; Natalie McWhorter, Director of Curriculum
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA and A.R.S. §11-952

SUPPORTING DATA

Funding Source: N/A

Budgeted: N/A

Federal Law requires public schools that receive Title I funding to use a portion of such funding to provide eligible private school students with Title I instructional services that are equitable to those Title I instructional services provided to students in public schools. To enable our District and other districts to provide program services to eligible Title I students attending private schools in a more efficient and cost-effective basis, the District joined a consortium of participating districts throughout Maricopa County.

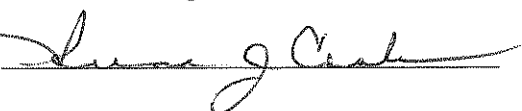
On August 22, 2002, the Governing Board approved an Intergovernmental Agreement (IGA) with the participating districts in order to provide the required services for WESD students. The District has also acted as fiscal agent for this intergovernmental agreement since that time. In years previous to 2002, the responsibility of the fiscal agent was shared among participating districts every two years, which created inconsistencies in administration and accountability.

Renewal of the IGA was approved in fiscal years 2005 and again in 2008 for an additional three year period that will expire on June 30, 2011. The attached IGA is being presented for approval to enable our District to continue providing services through this agreement for the participating districts and to act as fiscal agent for the three year period beginning July 1, 2011 through June 30, 2014. Following approval by the Governing Board, the IGA will be presented to governing boards of the participating districts for approval.

Revisions have been made to reflect changes in participating districts, the funding formula for administrative and operating costs, and deletion of criteria no longer required by statute. The Intergovernmental Agreement has been reviewed by District Legal Counsel.

SUMMARY AND RECOMMENDATION

It is recommended the Governing Board approve Washington Elementary School District as the fiscal agent for the Title I Private School Consortium, approve the Intergovernmental Agreements with other participating districts as designated in the Intergovernmental Agreement, and authorize the Superintendent to execute the agreements on behalf of the District.

Superintendent 

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

Agenda Item *II.I.

When Recorded, Return to:

Washington Elementary School District No. 6
Attn: Miriam Mahoney
4650 W. Sweetwater Avenue
Glendale, Arizona 85304-1505

Participating Districts: Alhambra, Balsz, Cartwright, Cave Creek, Creighton, Deer Valley, Fowler, Gilbert, Glendale Elementary, Glendale Union, Isaac, Kyrene, Littleton, Madison, Murphy, Osborn, Paradise Valley, Pendergast, Peoria, Phoenix Elementary, Phoenix Union, Riverside, Roosevelt, Scottsdale, Tempe Elementary, Tolleson Elementary, Washington, and Wilson.

INTERGOVERNMENTAL AGREEMENT FOR TITLE I SERVICES TO PRIVATE SCHOOL CHILDREN

This Amended and Restated Intergovernmental Agreement for Title I Services to Private School Children (the "Agreement") is made and to be effective as of **July 1, 2011**, by and between Washington Elementary School District No. 6 of Maricopa County, Arizona (the "Fiscal Agent"), and the undersigned participating public school districts (the "Participating District"), which together with other participating public school districts in Maricopa County, Arizona (collectively, the "Consortium Members" or the "Consortium") is required to provide certain federally mandated Title I supplemental instruction and services to children attending private schools.

1. Purpose

1.1 Title I – Under Part A – *Improving Basic Programs Operated by Local Educational Agencies*, of Subchapter I – *Helping Disadvantaged Children Meet High Standards*, of 20 U.S.C. §§ 6301 et seq. and the corresponding federal regulations, 34 C.F.R. Part 200, as amended (collectively, "Title I"), public schools that receive Title I funding must use a portion of such funding to provide eligible private school students with Title I Instructional services equitable to those Title I instructional services provided to students in public schools ("Program Services").

1.2 Collective Participation through Consortium. This Agreement, together with the intergovernmental agreements between the Fiscal Agent and other Consortium Members (collectively together with this Agreement, the "Consortium Agreements"), will enable the Participating District and the other Consortium Members, in their capacities as Local Education Agencies under Title I, to utilize their Title I funds and resources to provide Program Services to eligible Title I students attending private schools on a more efficient and cost effective basis than they could do separately.

2. Authority.

2.1 Statutory Authority. This Agreement is authorized by Title I, and by A.R.S. §§ 11-951, et seq., 15-341 and 15-342.

2.2 Governing Body Resolutions. This Agreement has been authorized by a Resolution adopted by the Governing Board of the Fiscal Agent on May 12, 2011, and by a Resolution adopted by the governing body of the Participating District on _____. The attorneys for the Fiscal Agent and the Participating District have determined that this Agreement is in proper form and within the powers and authority granted under the laws of Arizona to the Fiscal Agent and the Participating District respectively, as required by A.R.S. § 15-952.D.

3. Funding.

3.1 Source of Funds. The source of funds for implementing this Agreement and the other Consortium Agreements shall be Title I funds from annual distributions made by the State Board to each of the Consortium Members.

3.2 Contributions by the Participating District.

A. Amount.

The Participating District shall provide the Fiscal Agent with a purchase order, on or before September 1st of each year while this Agreement is in effect reflecting: (a) the total amount the Participating District is obligated to spend for Program Services to low-income students attending private schools and residing in the Title I attendance area of the Participating District; plus (b) \$40.00 for each such student for administrative and operating costs, subject to an annual adjustment as provided in Paragraph B below; plus (c) proportion of reserve from the Participating District's professional development required set-aside to provide professional development for private school teachers that work with Title I students, see Appendix 1-for formula, plus (d) proportion of reserve from the Participating District's parental involvement required set-aside to provide equitable opportunities for parental involvement activities, see Appendix 2 for formula. Each Participating District will be invoiced in full for the per pupil amount described above in (a) and the administrative and operating costs described above in (b), with payment required prior to December 31 of each year. Services for professional development described above in (c) and parental involvement described above in (d) will be invoiced as the services are provided, with payment required within 30 days.

B. Annual Adjustment of Administrative and Operating Costs.

The Fiscal Agent may annually adjust the amount to be paid for administrative and operating costs by the Participating District and each of the other Consortium Members under part (b) of Paragraph A above if reasonably necessary in the judgment of the Fiscal Agent. If the Fiscal Agent elects to make such an adjustment, the Fiscal Agent shall give the Participating District written notice of the adjustment on or prior to May 15 for any adjustment proposed to be effective on and after the following July 1. The Participating District can either agree to the adjustment, or elect to terminate this Agreement on June 30th as provided in Section 12.1 of this Agreement. If the Participating District does not respond to the notice, it shall be deemed to have agreed to the adjustment, which shall become effective as of July 1.

3.3 Unexpended Funds. Any funds not expended by the Fiscal Agent at the end of a fiscal year shall be held and carried over to the following fiscal year. The Participating District

acknowledges that funds may be used to offset increases in contributions required for the following fiscal year from the Participating District or other Consortium Members.

3.4 Liability Limited to Available Funds. It is understood and agreed by the parties that this Agreement shall be deemed executory to the extent of monies made available to the parties, and the parties beyond the monies so available shall incur no liability. Liability shall extend only to eligible Title I funds. Furthermore, neither the Fiscal Agent nor the Program Coordinator (as defined in Section 4.1 of this Agreement) shall be obligated to initiate, defend or participate in any legal or arbitration proceedings unless and until adequate arrangements are made to their satisfaction to cover the costs thereof.

4. Obligations of the Participating District. The Participating District shall have the following obligations (in addition to those set forth elsewhere in this Agreement):

4.1 Funding. The Participating District shall provide the Fiscal Agent with funding as provided in Section 3.2 of this Agreement.

4.2 Residency of Private School Students. The Participating District shall be responsible for verifying the residency of private school students within the Participating District: (a) for funding purposes, and (b) for eligibility to receive Program Services.

4.3 Applications for Title I Funding. The Participating District shall be responsible for filing all of its own applications for Title I funding.

5. Duties and Authority of the Fiscal Agent. The Fiscal Agent shall be responsible for performing the following duties (in addition to those set forth elsewhere in this Agreement) in compliance with all applicable provisions of Federal and State law.

5.1 Program Services. The Fiscal Agent shall arrange for Program Services to be provided on behalf of the Consortium Members through a designated program coordinator who shall have the duties listed in Section 6 of this Agreement (the "Program Coordinator"). The Program Coordinator may be an employee of the Fiscal Agent, or an independent contractor under contract with the Fiscal Agent.

5.2 Personnel.

A. Program Coordinator. The Fiscal Agent shall have final responsibility and authority for all of the duties and activities of the Program Coordinator as stated in Section 6 of this Agreement, and for all other matters relating to the Program Coordinator, including without limitation selecting, contracting with, establishing the duties, salary and benefits for, paying, supervising, evaluating the performance of, and terminating or not renewing the contract of the Program Coordinator. The Fiscal Agent shall require the Program Coordinator to execute a copy of this Agreement to acknowledge the Program Coordinator's acceptance of the obligations and agreement to perform the duties of the Program Coordinator as set forth in this Agreement.

B. Other Staff. The Fiscal Agent, with the advice and assistance of the Program Coordinator, shall be solely responsible for selecting, contracting with or hiring, establishing the duties, salary and benefits for, paying, supervising, and

evaluating the performance of personnel hired by the Fiscal Agent for the administration and performance of Program Services.

5.3 Management of Assets. As agent for the Consortium and on its behalf, the Fiscal Agent shall:

A. Funds. Deposit and hold all funds received pursuant to the Consortium Agreements, and all earnings thereon, and disburse such funds to pay payroll and the other costs of administering and providing Program Services and all other obligations of the Consortium as contemplated by the Consortium Agreements, and account for all such funds and transactions, all in conformity with the requirements of applicable Federal and State law.

B. Management. Hold title to, manage, control, and account for, all Title I funds and all property, including without limitation real estate, vehicles, furniture, fixtures, equipment, books and supplies, acquired by the Fiscal Agent pursuant to the Consortium Agreements (collectively, the "Assets").

C. Transactions. Have authority to acquire, sell, convey or lease (as lessor or lessee), any or all of the Assets, subject to applicable requirements of Federal and Arizona law, including without limitation Title I and public bidding laws.

D. Insurance. Arrange for, at the expense of the Consortium, such property and liability insurance relating to the Assets and activities contemplated by the Consortium Agreements, as is necessary or desirable in the judgment of the Fiscal Agent. Such insurance may be obtained separately, or the Fiscal Agent may add such coverage under its existing policies and/or funded self-insurance and allocate the cost pro-rata.

5.4 Records. The Fiscal Agent shall, with the assistance of the Program Coordinator, maintain accurate, complete and current records relating to the Assets, Program Services, and all activities conducted pursuant to the Consortium Agreements.

5.5 Reports and Applications. The Fiscal Agent shall be responsible for preparing and filing all budgets, financial statements, reports, applications and statements relating to the Assets and activities conducted pursuant to the Consortium Agreements, including without limitation disbursement requests, enrollment in private schools of Title I eligible students residing in the districts of Consortium Members, annual completion and academic progress reports to the State Board, and if applicable, periodic cash management reports, applications and amendments thereto, and requests to the State Board relating to capital expense grant funds, and all other reports required by Title I and the State Board.

6. Duties of the Program Coordinator. The Program Coordinator shall perform the following duties (in addition to those set forth elsewhere in this Agreement) in compliance with all applicable provisions of Federal and State law and subject to the direction of the Fiscal Agent:

6.1 Consultation. Consult with, and facilitate communications and coordination among, the Consortium Members, private schools, the parents of private school students, the State Board and the Fiscal Agent.

6.2 Identification of Students. Provide annual notices to private schools to determine if they wish to have their students receive Program Services; and identify, rank and determine the placement of eligible Title I students at participating private schools.

6.3 Program Services. Design and recommend Program Services which meet the requirements of Title I, address the identified needs of eligible students in private schools and are achievable with the funds available to the Consortium; arrange for the locations at which Program Services are to be provided to private school students; make recommendations to the Fiscal Agent for the acquisition of needed equipment, instructional materials and supplies; monitor Program Services and student progress; and collect, analyze and maintain achievement data for participating private school students and Program Services evaluation data.

6.4 Staffing. In accordance with the Fiscal Agent's procedures, establish job descriptions and qualifications, solicit and evaluate applicants, and make recommendations to the Fiscal Agent, for hiring personnel to provide and administer Program Services; and supervise, advise, assist and evaluate such personnel.

6.5 Funding. Reviewing the calculations of the amounts contributed by each Participating District pursuant to Section 3.2 of this Agreement, and advise the Participating District and the Fiscal Agent if any amount appears to be in error.

6.6 Assets. Maintain an inventory of Assets and their locations, and acquire and arrange for maintenance and repair of the Assets, subject to the direction and approval of the Fiscal Agent and available funding.

6.7 Records. Except as otherwise directed by the Fiscal Agent, maintain in the office of the Consortium complete, accurate and current information and records relating to the Assets, Program Services, and all activities conducted pursuant to the Consortium Agreements.

6.8 Reports and Applications. Advise and assist the Fiscal Agent with, and prepare draft copies of all reports and applications referred to in Section 5.5 of this Agreement.

7. Claims.

7.1 Responsible Party. The Fiscal Agent, the Program Coordinator and the Participating District each agrees to be responsible for the conduct of its respective operations and performance of its obligations hereunder, and for any accidents or injuries to persons or property arising out of its acts or omissions or the acts or omissions of its officers, agents or employees acting in the course or scope of their employment, while performing duties undertaken pursuant to this Agreement.

7.2 Indemnification. To the extent permitted by law, the Fiscal Agent, the Participating District, and the Program Coordinator (if the Program Coordinator is an independent contractor and not an employee of the Fiscal Agent), shall each indemnify, defend and hold the others, and the others' officers, employees, agents and invitees, harmless from all losses, damages, claims, liabilities and expenses (including without limitation reasonable attorneys' fees) for damages to property or injury to persons arising from any willful or grossly negligent act or failure to act by the indemnifying party or its officers, agents or employees.

7.3 Insurance. The Fiscal Agent, the Program Coordinator (if the Program Coordinator is an independent contractor and not an employee of the Fiscal Agent) and the Participating District shall each maintain its own public liability insurance in such amount as is reasonably necessary to protect against claims, losses or judgments that might be occasioned by its acts or omissions or the acts or omissions of its officers, agents and employees. For the Fiscal Agent and the Participating District, the minimum amount of such coverage shall be \$1,000,000, which may be provided by funded self-insurance. If the Program Coordinator is an independent contractor and not an employee of the Fiscal Agent, the minimum amount of coverage to be maintained by the Program Coordinator shall be \$1,000,000.

8. Advisory Steering Committee. Consortium Members may establish a committee (the "Advisory Steering Committee") to consult with and advise the Fiscal Agent and/or the Program Coordinator on all matters relating to the Consortium Agreements. The Fiscal Agent and the Program Coordinator shall consult with the Advisory Steering Committee at its request, and carefully consider any recommendations it may make; however, the Advisory Steering Committee shall have no authority to direct or control the Fiscal Agent or the Program Coordinator, who shall be responsible solely to the Fiscal Agent. Consortium Members may determine membership on the Advisory Steering Committee and conduct its affairs in any manner they wish. The Participating District understands that it may or may not necessarily be a member of the Advisory Steering Committee.

9. Filing. This Agreement shall be filed as required by A.R.S. §11-952, as soon as possible, but in any event within ten days of its execution.

10. Term. Subject to appropriation and unless otherwise terminated as provided in Section 12 below, this Agreement shall remain in effect until **June 30, 2014.**

11. Modification. This Agreement may be renewed, extended, amended or revised at any time by the mutual written agreement of the Fiscal Agent and the Participating District as provided in A.R.S. §§11-951 et seq.

12. Termination.

12.1 By the Participating District. The Participating District may terminate this Agreement without cause and effective as of June 30 of any year by written notice to the Fiscal Agent, given no later than April 30 prior to the effective termination date.

12.2 By the Fiscal Agent.

A. Default by the Participating District. The Fiscal Agent may terminate this Agreement if the Participating District fails to make the payment required under Section 3.2 of this Agreement and does not cure the default within ten (10) business days after being given written notice of the default by the Fiscal Agent.

B. All Consortium Agreements. The Fiscal Agent may terminate this Agreement and all other Consortium Agreements, without cause and effective as of June 30 of any year by written notice to the Participating District and all other Consortium Members, given no later than April 30 prior to the effective termination date.

12.3 Conflict of Interest. Each party acknowledges that the other has the statutory right for three (3) years to cancel this Agreement if, while this Agreement or any extension is in effect, any person significantly involved in negotiating, drafting or securing this Agreement on behalf of a party is (a) an employee or agent of the other party in any capacity, or (b) a consultant to the other party with respect to the subject matter of this Agreement; all as provided in A.R.S. § 38-511.

12.4 Disposition of Assets. If this Agreement and all of the other Consortium Agreements are terminated or expire and are not extended or renewed, then the Fiscal Agent shall promptly transfer all its rights, titles and interests in and to the Assets held in the name of the Fiscal Agent for the Consortium to the successor fiscal agent for the Consortium. In the event that all Consortium Agreements expire and/or terminate and no successor fiscal agent is named for the Consortium, the Fiscal Agent will retain all its rights, titles and interests in and to the Assets held in the name of the Fiscal Agent for the Consortium and may sell, transfer, and/or dispose of such assets in its sole discretion and in compliance with existing Arizona law.

13. Notices. Notices pursuant to this Agreement shall be deemed given upon actual delivery or three (3) days after being deposited postage pre-paid, return receipt requested, in the United States mail addressed as follows:

If to the Fiscal Agent:

Dr. Susan J. Cook
Superintendent
Washington Elementary School District
4650 W. Sweetwater Avenue
Glendale, Arizona 85304

If to the Participating District:

14. Arbitration. This Agreement is subject to arbitration to the extent required by A.R.S. § 12-1518.

15. Interpretation.

15.1 Arizona Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the Laws of the State of Arizona.

15.2 Successors and Third Parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Except as provided in Section 12.5 of this Agreement, there are no third party beneficiaries to this Agreement.

15.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.4 Captions. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

15.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be changed or added to except in the manner provided in Sections 11 and 15.6 of this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties with respect to the subject matter hereof, oral or written, are superseded by this Agreement.

15.6 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the provision shall be modified to the extent necessary to make it enforceable, or if it cannot be so modified, then severed, and the remaining terms of this Agreement shall remain in full force and effect, and it is hereby declared the intention of the parties that they would have executed the Agreement as so modified.

15.7 No Implied Waivers. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by a party of a breach of any provision of this Agreement shall be construed as a waiver of any prior or succeeding breach of the same or any other provision of this Agreement.

15.8 Conflict of Interest. The parties to this agreement acknowledge that they are aware that one of the statutory duties of the Maricopa County Attorney is to act as attorney for the school districts in the County, that the Civil Division of the Maricopa County Attorney's Office has represented some or all of the members of the Consortium in other matters, and that it may be chosen as the attorney for other parties to this agreement. The signing party acknowledges that it is aware of a potential conflict of interest, and it waives any claim of conflict of interest which may arise by virtue of representation by the Maricopa County Attorney's Office of other parties to this agreement.

16. Iran and Sudan. Pursuant to Arizona Revised Statutes §§ 35-391.06 and 35-393.06, the Fiscal Agent certifies that it does not have a scrutinized business operation in either Sudan or Iran. In the event the Fiscal Agent enters into a contract with one or more independent contractors to serve as the Program Coordinator and/or to provide some or all of the Program Services on behalf of Consortium Members, the Fiscal Agent will ensure that any and all such independent contractors certify, in writing, that they do not have scrutinized business operations in either Sudan or Iran.

17. Legal Worker Requirements. As mandated by Arizona Revised Statutes § 41-4401, the Fiscal Agent agrees that it will require any independent contractor with whom the Fiscal Agent contracts to serve as the Program Coordinator and/or to provide some or all of the Program Services on behalf of Consortium Members to comply with Arizona Revised Statutes § 23-214(A) and the federal immigration laws and regulations that relate to such independent contractor's employees. The Fiscal Agent will ensure that each and every contract between the Fiscal Agent and any such independent contractor includes all of the following provisions:

- A. That each contractor and subcontractor warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214(A).
- B. That a breach of a warranty under paragraph A shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- C. That the Fiscal Agent retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph A.

18. **Fingerprinting.** Pursuant to Arizona Revised Statutes § 15-512, the Fiscal Agent will ensure that a fingerprint check and background investigation are performed on the Program Coordinator and any other person hired or contracted with to provide Program Services on behalf of Consortium Members if such person is required to provide services on the property of Consortium Members at least five (5) times during a month.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Intergovernmental Agreement for Title I Service to Private School Children to be effective as of the day and year appearing above.

FISCAL AGENT:
Washington Elementary School District No. 6

By: _____

Its: _____

Date: _____

The undersigned attorney acknowledges that this Agreement is in proper form and within the power and authority granted under the laws of the State of Arizona to Washington Elementary School District No. 6 of Maricopa County, Arizona.

ATTORNEY FOR FISCAL AGENT:

By: _____

Date: _____

Title: _____

PARTICIPATING DISTRICT:

(Name of District)

By: _____

Its: _____

Date: _____

The undersigned attorney acknowledges that this Agreement is in proper form and within the power and authority granted under the laws of the State of Arizona to the Participating School District identified above.

ATTORNEY FOR PARTICIPATING DISTRICT:

By: _____

Date: _____

Title: _____

APPENDIX 1

Title I-A Professional Development Formula for Private Schools

Purpose: To increase the skills and knowledge in providing instruction of the private school teachers that work with Title I students.

- Participating districts will set aside the PD amount determined from their GROSS Title I-A allocation.
- Use *low-income* public (i.e. 1,000 students) and *low-income* private school students (i.e.: 100 students) **residing** in the Title I attendance area to determine a proportion of reserve.

100 (Private school students from low-income families)
_____ (divided by) _____ = 9% (proportion of reserve)

1,100 (Total number of students from low-income families)

9% (proportion of reserve)
X \$2,500 (Amount of District's Title I set aside for Professional Development)

\$225 (Amount of professional development funds for private school teachers that work with Title I students.)

APPENDIX 2

Title I-A Professional Development Formula for Parental Involvement

Purpose: To provide private school parent of Title I student the opportunity to participate equitably in parental involvement activities.

- Take the PI amount determined from the GROSS Title I-A allocation.
Example: Title I allocation is \$50,000
1% for PI is \$500
- Use *low-income* public (i.e. 1,000 students) and *low-income* private school students (i.e.: 100 students) **residing** in the Title I attendance area to determine a proportion of reserve.

100 (Private school students from low-income families)
_____ (divided by) _____ = 9% (proportion of reserve)

1,100 (Total number of students from low-income families)

9% (proportion of reserve)
X \$500 (Amount of District's Title I set aside for Parental Involvement)

\$45 (Amount of parental involvement funds for private school teachers that work with Title I students.)

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: May 12, 2011 Information
AGENDA ITEM: *Acceptance of the Blue Cross Blue Shield of Arizona Grant in the Amount of \$5,000.00 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

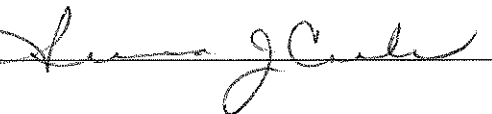
In accordance with Board policy, the Governing Board is advised that the following grants have been received in support of Washington Elementary School District students, parents, and staff.

Funder	Location	Amount	Purpose
Blue Cross Blue Shield of Arizona	Desert View Elementary (N)	\$5,000.00	Physical Fitness Equipment

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the acceptance of the Blue Cross Blue Shield of Arizona grant in the amount of \$5,000.00.

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: May 12, 2011 Information
AGENDA ITEM: *Reappointment of Community Member to the Trust Boards 1st Reading
INITIATED BY: D. Rex Shumway, Legal Counsel SUBMITTED BY: D. Rex Shumway, Legal Counsel
PRESENTER AT GOVERNING BOARD MEETING: D. Rex Shumway, Legal Counsel
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: EIC

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

On December 13, 2007, the Governing Board reappointed David Ludwig to the community member position on the Washington Elementary School District Trust Boards (Worker's Compensation, Casualty, Employee Benefit) for a three year term that expired on December 31, 2010. Although his term officially expired on December 31, 2010, Mr. Ludwig has continued to serve on the Trust Boards, as he has done continuously since his initial appointment in 1997. His tenure on the Trust Boards has been marked by dedication to the responsibilities of the position and the attention he gives to the important decisions that are made.

Mr. Ludwig has expressed interest in being reappointed to serve as the community member on the Trust Boards for the three (3) year term ending December 31, 2013. It is recommended that Mr. Ludwig be appointed to serve on the Trust Boards.

A copy of Policy EIC is attached for review.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board reappoint David Ludwig as the community representative on the Washington Elementary School District Trust Boards for term that will expire on December 31, 2013.

Superintendent



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

Agenda Item *II.K.

David S. Ludwig
6103 North 10th Avenue
Phoenix, AZ 85013
602-242-4530

April 26, 2011

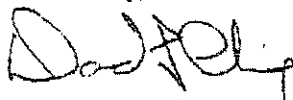
Governing Board
Washington Elementary School District
4650 West Sweetwater Avenue
Glendale, AZ 85304

Dear Governing Board Members:

On December 13, 2007, I was reappointed to serve a three year term as a Board Member on the District's Trust Boards. It has been a pleasure to serve in this capacity these past three years. My current appointment to the Trust boards terminated on December 31, 2010, but I have continued to serve in that capacity to the present time. I hereby advise the Governing Board of my desire to be reappointed to serve for an additional three year term that will expire on December 31, 2013.

Thank you for the opportunity to serve the District.

Sincerely,


David S. Ludwig

E-4700 EIC
SELF - INSURANCE PROGRAMS

(Trust Board)

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

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

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

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

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

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

for fund management and administration;

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

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

Adopted: date of manual adoption

LEGAL REF.: A.R.S. 15-341

15-381

15-382

15-383

15-384

15-386

15-387

15-388

15-502

A.G.O. I80-216

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO:	Governing Board	<u> X </u>	Action
		<u> </u>	Discussion
FROM:	Dr. Susan J. Cook, Superintendent	<u> </u>	Information
		<u> </u>	1st Reading
DATE:	May 12, 2011	<u> X </u>	2 nd Reading
AGENDA ITEM:	<u>*Second Reading and Adoption of Proposed Amended Policy DFF – Income From School Sales and Services</u>		
INITIATED BY:	<u>D. Rex Shumway, Legal Counsel</u>	SUBMITTED BY:	<u>D. Rex Shumway, Legal Counsel</u>
PRESENTER AT GOVERNING BOARD MEETING:	<u>D. Rex Shumway, Legal Counsel</u>		
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:	<u>BGF</u>		

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

On April 28, 2011, the Governing Board voted to approve the First Reading of proposed amended Policy DFF – Income From School Sales and Services. No additional revisions were requested. The Policy is now ready for final adoption. The revisions are noted in the attached proposed amended Policy DFF – Income From School Sales and Services.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Second Reading and adopt the amended Policy DFF – Income From School Sales and Services.

Superintendent 

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

Agenda Item *II.L.

INCOME FROM SCHOOL SALES AND SERVICES

Vocational Activity Income

Through certain vocational activities, students may provide goods and services at a charge to the public. These activities are designed for educational purposes, not to make a profit or to be competitive with business in the community.

The charges for work performed and goods sold through these activities will be kept current with costs for the particular service or item offered for sale.

Advertising Income

A District advertisement fund shall be established for the deposit of revenues if the District sells advertising.

All revenues Monies collected will be deposited and accounted for in accordance with the Uniform System of Financial Records. Monies in the advertising fund are not subject to reversion.

Adopted: date of manual adoption

LEGAL REF.: 15-342
 15-1121

CROSS REF.: KHB – Advertising in Schools

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:	May 12, 2011	<u> X </u>	2 nd Reading
AGENDA ITEM:	<u>*Second Reading and Adoption of Proposed Amended Policy IGD – Curriculum Adoption</u>		
INITIATED BY:	<u>D. Rex Shumway, Legal Counsel</u>	SUBMITTED BY:	<u>D. Rex Shumway, Legal Counsel</u>
PRESENTER AT GOVERNING BOARD MEETING:	<u>D. Rex Shumway, Legal Counsel</u>		
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:	<u>BGF</u>		

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

On April 28, 2011, the Governing Board voted to approve the First Reading of proposed amended Policy IGD – Curriculum Adoption. No additional revisions were requested. The Policy is now ready for final adoption. The revisions are noted in the attached proposed amended Policy IGD – Curriculum Adoption.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Second Reading and adopt the amended Policy IGD – Curriculum Adoption.

Superintendent 

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

Agenda Item *II.M.

CURRICULUM ADOPTION

All new programs and courses of study will be subject to Board approval, as will elimination of programs and courses and extensive alteration in their content. Curricular proposals from the professional staff may be presented to the Superintendent, who will be responsible for making recommendations to the Board on such matters.

The Governing Board acknowledges that legislative affirmation that public school students should be taught to value each other as individuals and not be taught to hate other races or classes people.

No District school shall include in its program of instruction any courses or classes that:

- Promote the overthrow of the United States government.
- Promote resentment toward a race or class of people.
- Are designed primarily for students of a particular ethnic group.
- Advocate ethnic solidarity instead of treatment of students as individuals.

The above restrictions are not to be construed to restrict or prohibit:

- Courses or classes for Native American pupils that are required to comply with federal law.
- Grouping of students according to academic performance, including capability in the English language, that may result in a disparate impact by ethnicity.
- Courses or classes that include the history of any ethnic group and that are open to all students, unless the course or class is in violation of an above cited course or class restriction.
- Courses or classes that include the discussion of controversial aspects of history.

- Instruction about the Holocaust, any other instance of genocide, or the historical oppression of a particular group of people based on ethnicity, race, or class.

An alleged failure by the District to abide by the preceding conditions may subject the District to investigation by the State Board of Education (SBE) or the Superintendent of Public Instruction. Enforcement action may be instituted by the SBE or the Superintendent of Public Instruction as prescribed by A.R.S. 15-112.

Adopted: date of manual adoption

LEGAL REF.: A.R.S. 15-111
 15-112
 15-721
 15-722

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
 FROM: Dr. Susan J. Cook, Superintendent Discussion
 DATE: May 12, 2011 Information
 AGENDA ITEM: *Second Reading and Adoption of Proposed Amended Policy JLDA – School Counselors and Psychologists 1st Reading
 INITIATED BY: D. Rex Shumway, Legal Counsel SUBMITTED BY: D. Rex Shumway, Legal Counsel 2nd Reading
 PRESENTER AT GOVERNING BOARD MEETING: D. Rex Shumway, Legal Counsel
 GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BGF

SUPPORTING DATA

Funding Source: N/A
 Budgeted: N/A

On April 28, 2011, the Governing Board voted to approve the First Reading of proposed amended Policy JLDA – School Counselors and Psychologists. No additional revisions were requested. The Policy is now ready for final adoption. The revisions are noted in the attached proposed amended Policy JLDA – School Counselors and Psychologists.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Second Reading and adopt the amended Policy JLDA – School Counselors and Psychologists.

Superintendent 

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

Agenda Item *II.N.

SCHOOL COUNSELORS AND PSYCHOLOGISTS

Psychological services, including testing, are available to students through the public schools. Initial referrals for psychological evaluations may come from certificated staff members or parents, or from the student. ~~Parental or eligible student authorization must be obtained.~~

Prior written or oral consent of a parent or the legal guardian of a minor child must be obtained in the manner and as required by A.R.S. 36-2272 to procure, solicit to perform, arrange for the performance of or perform mental health screening in a nonclinical setting or mental health treatment on a minor. These restrictions do not apply when an emergency exists that requires a person to perform mental health screening or provide mental health treatment to prevent serious injury to or save the life of a minor child.

A school psychologist shall administer preliminary tests to determine the need for psychological evaluations.

Referrals to outside agencies shall be made only with parental or eligible student authorization **except as otherwise provided by law or a court order.**

Adopted: date of manual adoption

LEGAL REF.: A.R.S. 36-2272

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: May 12, 2011 Information
1st Reading
X 2nd Reading

AGENDA ITEM: *Second Reading and Adoption of Proposed Amended Policy KHB – Advertising in Schools

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

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BGF

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

On April 28, 2011, the Governing Board voted to approve the First Reading of proposed amended Policy KHB – Advertising in Schools. No additional revisions were requested. The Policy is now ready for final adoption. The revisions are noted in the attached proposed amended Policy KHB – Advertising in Schools.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Second Reading and adopt the amended Policy KHB – Advertising in Schools.

Superintendent



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

Agenda Item *II.O.

ADVERTISING IN SCHOOLS

Except as otherwise provided herein, no materials from outside of the school system used for propaganda purposes (ideas, facts, or allegations spread deliberately to further a cause or to damage an opposing cause) shall be permitted to be posted in school buildings or on school grounds or properties while students are present for instructional or recreational purposes.

School sponsored student government activities, mock elections and promotions are exempt from the prohibition against propaganda posting.

Unless otherwise prohibited by law, Nothing herein shall be construed to prevent advertising in student publications that are published by student organizations or prevent the District or District schools from the sale of advertising space in accordance with A.R.S. 15-342, subject to the following conditions: ~~on school buses as provided by statute.~~

- **Such advertisements shall be age appropriate and not contain promotion of any substance that is illegal for minors, such as alcohol, tobacco and drugs, or gambling. Advertisements shall comply with the state sex education policy of abstinence.**
- **Advertising approved by the Governing Board for the exterior of school buses may appear only on the side of the bus in the following areas:**
 - **The signs shall be below the seat level rub rail and not extend above the bottom of the side windows.**
 - **The signs shall be at least three (3) inches from any required lettering, lamp, wheel well or reflector behind the service door or stop sign arm.**
 - **The signs shall not extend from the body of the bus so as to allow a handhold or present a danger to pedestrians.**
 - **The signs shall not interfere with the operation of any door or window.**
 - **The signs shall not be placed on any emergency doors.**

- The District shall establish an advertising fund that is composed of revenues from the sale of advertising. The monies in the advertising fund are not subject to reversion.

Requests for advertising to promote the merit of any product by brand name or trademark shall be submitted to the Board.

Display of Propaganda Materials by Persons, Groups or Organizations Leasing School Facilities and Property

With the approval of the Superintendent, persons, groups or organizations leasing school facilities and property pursuant to Policy KF - Community Use of School Facilities, are authorized to display propaganda materials under the following conditions:

- The display of signage used solely for the purpose of acknowledging and expressing appreciation to sponsors may remain on school facilities for the duration of the athletic season or extended event or activity.
- The display of signage or advertising for sponsors of athletic teams or other events or activities may remain on school facilities for the duration of the event or activity only. Upon conclusion of the event or activity, all signage or advertising must be removed.

The Governing Board has the authority to decline specific advertisements.

The Superintendent may develop regulations to govern the signage and advertising on school facilities.

Adopted: February 8, 2006

LEGAL REF.: A.R.S. 15-342

CROSS REF.: DFF – Income from School Sales and Services

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO:	Governing Board	<u> X </u>	Action
		<u> X </u>	Discussion
FROM:	Dr. Susan J. Cook, Superintendent	<u> </u>	Information
		<u> </u>	1st Reading
DATE:	May 12, 2011		
AGENDA ITEM:	<u>Revised Expenditure Budget (Revision #2) for Fiscal Year 2010-2011</u>		
INITIATED BY:	<u>David Velazquez, Director of Finance</u>	SUBMITTED BY:	<u>Cathy Thompson, Director of Business Services</u>
PRESENTER AT GOVERNING BOARD MEETING:	<u>Cathy Thompson, Director of Business Services</u>		
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:	<u>ARS 15-905; 15-948</u>		

SUPPORTING DATA

Funding Source: All Funds
Budgeted: Yes

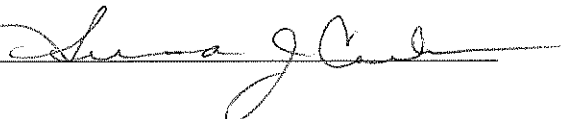
According to ARS 15-905, districts must have final revisions to the state expenditure budget approved at a Governing Board meeting prior to May 15, 2011.

Revisions to the adopted expenditure budget include adjustments to budget balance carry forward - reflective of the final 2009-2010 annual financial report, adjustments to the final student count for last school year, adjustments to the transportation revenue control limit, adjustments to the soft capital budget and adjustments based on growth in the prior year. Revisions to the state expenditure budget also include adjustments to budget lines based on actual expenditure activity in the current year.

ARS 15-905 G allows districts to exceed the budget a subsection as long as the overall M&O budget is not exceeded. Because certain expenditures may create a situation whereby a subsection of the M&O budget may be exceeded, authorization for this flexibility is also being requested.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the 2010-2011 Revised Expenditure Budget (Revision #2). Pursuant to ARS 15-905G, it is also recommended that the Governing Board authorize the flexibility to exceed the budget in a subsection as long as the overall M&O Budget is not exceeded.

Superintendent 

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

Agenda Item III.A.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO:	Governing Board	<u> X </u>	Action
		<u> X </u>	Discussion
FROM:	Dr. Susan J. Cook, Superintendent	<u> </u>	Information
		<u> </u>	1st Reading
DATE:	May 12, 2011		
AGENDA ITEM:	<u>Adjacent Ways Budget and Levy of Taxes for Fiscal Year 2011-2012</u>		
INITIATED BY:	<u>Mike Kramer, Director of Construction Services</u>	SUBMITTED BY:	<u>Cathy Thompson, Director of Business Services</u>
PRESENTER AT GOVERNING BOARD MEETING:	<u>Cathy Thompson, Director of Business Services</u>		
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:	<u>BBA and ARS 15-995A</u>		

SUPPORTING DATA

Funding Source: Adjacent Ways
Budgeted: Yes

Adjacent Ways:

Pursuant to ARS 15-995.A, a Governing Board of a school district may contract for constructing, maintaining or otherwise improving any public way adjacent to any parcel of land owned by the school district or leased for school purposes by a school district, or an intersection of any public way adjoining a quarter block in which the parcel of land is situated, and for the construction of sidewalks, sewers, utility lines, roadways and other related improvements in or along such streets and intersections, and to pay for such improvements by the levy of a special assessment upon the taxable property in the school district.

Several projects in the capital plan addressed the issue of safe access to and from school sites for school buses and parents dropping off and picking up students including consideration of emergency response vehicles. As the scope for each project is detailed, some portions of each project may provide opportunities to maximize the available Bond funds by utilizing Adjacent Ways funding.

The attached recommendation outlines planned expenditures of Adjacent Ways projects at Maryland, Desert View, and Manzanita Elementary Schools. All projects have been reviewed to ensure they qualify for Adjacent Ways funding as determined by statute (ARS 15-995A). The total levy requested is \$400,000.00. The impact of this levy to the taxpayers within the district boundaries is estimated to be about \$ 0.03 per \$100 of assessed value, or approximately \$3.00 for a home valued at \$100,000.00. This impact statement is a general estimate based on several factors that may change between now and the time when the final tax rate is set.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the levy for Adjacent Ways funding for the 2011-2012 fiscal year in the amount of \$400,000.00.

Superintendent



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

Agenda Item III.B.

§ 15-995 Adjacent Ways

Special District Assessment for Adjacent Ways by a School District

A. The governing board of a school district may contract for constructing, maintaining or otherwise improving any public way adjacent to any parcel of land owned by the school district or lease for school purposes by the school district, or an intersection of any public way adjoining a quarter block in which the parcel of land is situated, and for the construction of sidewalks, sewers, utility lines roadways and other related improvements in or along such streets and intersections, and to pay for such improvement by the levy of a special assessment upon the taxable property in the school district. A school district shall not use any portion of the monies generated from the special assessment for any construction, maintenance or other improvements to the school district's property **except** improvements necessary to assure the safe ingress to and egress from public school property directly adjacent to the public way for buses and fire equipment.

The assessment shall be made a part of the itemized statement regularly filed with the county school superintendent and showing the amount of monies needed for the expenses of schools within the school district for the ensuing year.

B. If any property owned by a school district or leased by a school district for school purposes from any city or county, the state or the United States is included within the assessment district to be assessed to pay the costs and expenses of any public improvements initiated by a city, as to make the assessments thereon payable by the city in which the improvement is initiated, the governing board may contract with the municipality or its improvement district to reimburse it for the amount of the assessment against the property and to pay the amount so contracted for by the levy of a special assessment as provided by subsection A of this section.

C. The governing board of the school district shall follow the truth in taxation notice and hearing requirements prescribed in §15-905.01, subsection B.

Washington Elementary School District - Methodology for Budgeting Adjacent Ways

The following items will be included in construction projects as qualifying for adjacent ways funding:

- Fire Lanes - required by governing entities for safe ingress to and egress from district property in case of a fire.

- Fire Line Loops and Hydrants

- Bus Lanes - adjacent to district property to provide safe entry and exit for students.

- Utility and Sewer Lines - required to access services and provide utilities to school sites.

- Roadways, sidewalks and other related construction if additionally required by permitting agencies.

- Driveway entrances will be evaluated by project based on specific requirements of the project.

Budget Related Item: Adjacent Ways

Recommendation for Levy adjacent ways for the Maryland, Desert View, and Manzanita Site
2011-2012 Budget Year: Improvement Projects as listed below. These projects are planned to begin
construction in June 2011. Additional funding for Maryland from 2001
bond. Additional funding for Desert View and Manzanita from 2010 bond.

Maryland Site Improvement Project

This project was identified through the Capital Improvement Plan due to the need to separate the bus and student drop off/pick up areas. The project consists of construction of a separate bus bay and reconfiguring the parking lot to improve the the flow of vehicular traffic and enhance the safety of students, staff, and community.

Bus bay and driveways	\$250,000
------------------------------	------------------

Desert View Site Improvement Project

This project was identified through the Capital Improvement Plan to be included in the 2010 Bond Program. The project includes redesign of the current parking lot and bus bay which will provide a significant increase in queing capacity for student drop off/pick up. In addition the renovation will provide a safer means for students and staff to board and depart from our special education buses, increase the number of parking spaces overall, and provide an accessible pathway leading to the buses.

Bus bay and driveways	\$50,000
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Manzanita Site Improvement Project

This project was identified through the Capital Improvement Plan to be included in the 2010 Bond Program. The project includes reconfiguration of the parking lot and expansion of the existing bus bay. This will provide a significant increase in queing capacity for student drop off/pick up. The expansion of the bus bay will allow all buses to queue at the school rather than the neighborhood.

Bus bay and driveways	\$100,000
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NOTE: *Estimated budget amounts for each project were determined by review of preliminary designs provided by the civil engineer and only include areas of improvement allowable by state statute.*

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
 FROM: Dr. Susan J. Cook, Superintendent X Discussion
 DATE: May 12, 2011 Information
 AGENDA ITEM: Health Insurance Eligibility for Employees with Less Than 0.75 FTE Contracts 1st Reading
 INITIATED BY: Interest-Based Negotiations Team SUBMITTED BY: Dr. Susan J. Cook, Superintendent, and IBN Team Members
 PRESENTER AT GOVERNING BOARD MEETING: Sue Snyder, Director of Organizational Development
 GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: Various
 Budgeted: In Process

One of the issues addressed during the March 7, 2011 Interest-Based Negotiations meeting and revisited by the IBN group on April 25, 2011 pertained to health insurance eligibility for administrators and certified employees who have less than 0.75 FTE contracts with the District. Currently, WESD *administrators and certified employees* are eligible for health insurance benefits if they have a **0.5 FTE** (half-time) or greater contract, while *classified employees* are eligible for health insurance benefits only if they are scheduled to work 6 hours per day (**0.75 FTE**) or more. IBN members applied the interest-based process in considering this inconsistency in the administration of employee health insurance benefits:

Story

- Presently, there are 76 teachers, 2 psychologists and 1 administrator in the District with contracts of 0.5 FTE to 0.7499 FTE (at least half-time but less than three-quarter time) who elect to have health insurance benefits through WESD.
- Of the 13 surrounding districts that were polled, 4 do not offer health insurance benefits to 0.5 FTE personnel. The remaining 9 districts do offer health insurance to 0.5 FTE staff; however, depending on the district, employees pay either the full cost or a portion of the cost of their health insurance premiums.
- The cost of health insurance has increased during recent years; the District's per-employee contribution for health

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve Option D as presented.

Superintendent



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

Agenda Item III.C.

Health Insurance Eligibility for Employees with Less Than 0.75 FTE Contracts

May 12, 2011

Page 2

insurance is currently \$5,047.

- There is a perception that a small group of employees are receiving full benefits without working full time.
- The health insurance benefit is an incentive for (some) employees.
- Some employees choose to work part-time; some are not able to work more than part-time.
- Some classified employees combine positions and responsibilities in order to reach the threshold at which they are eligible for health insurance.
- Speech therapists positions are considered “hard to fill.” Some speech therapists want to both work part-time *and* receive health insurance.

Interests

- Saving money
- Providing equitable benefits among employee groups
- Retaining and attracting quality personnel
- Remaining competitive in the labor market
- Having a competitive advantage in the market
- Being loyal to employees and maintaining employee morale
- Maintaining the health of District employees

Options

Of the several options that were brainstormed by IBN members, the following four merited further discussion:

- **Option A:** Maintain the status quo; make no changes to current health insurance eligibility criteria for administrators and certified employees who have contracts of at least 0.5 FTE but less than 0.75 FTE.
- **Option B:** Effective with the 2012-2013 school year, administrators and certified employees who have contracts of at least 0.5 FTE but less than 0.75 FTE will be able to purchase health insurance coverage through WESD at 100% of the premium cost.
- **Option C:** Effective with the 2012-2013 school year, administrators and certified employees who have contracts of at least 0.5 FTE but less than 0.75 FTE will be eligible for health insurance coverage through WESD, with the employee paying 50% of the premium cost and the District paying 50% of the premium cost.
- **Option D:**
 - Part 1: *Effective 7/1/2011*
 - Continuing WESD administrators and certified employees, i.e., those whose employment began on or before 6/30/2011, who have contracts of 0.5 FTE or greater will continue to be eligible for District health insurance benefits for the 2011-2012 school year.
 - Administrators and certified employees whose employment with WESD begins on or after 7/1/2011 and who have contracts for 0.75 FTE or greater will be eligible for District health insurance benefits for the 2011-2012 school year.
 - Administrators and certified employees whose employment with WESD begins on or after 7/1/2011 and who have contracts of at least 0.5 FTE but less than 0.75 FTE will be eligible for health insurance coverage through WESD, *with the District paying for a percentage of the premium cost equal to the employee's FTE and the employee paying the balance of the premium cost.*

Health Insurance Eligibility for Employees with Less Than 0.75 FTE Contracts

May 12, 2011

Page 3

- Part 2: *Effective 7/1/2012*
 - All administrators and certified employees, both those continuing employment with WESD, as well as those new to the District who begin employment on or after 7/1/2012, who have contracts of at least 0.5 FTE but less than 0.75 FTE will be eligible for health insurance coverage through WESD, *with the District paying for a percentage of the premium cost equal to the employee's FTE and the employee paying the balance of the premium cost.*

After evaluating each of the four options, A through D, in light of the stated interests, IBN members made a consensus decision to recommend Option D to the Governing Board. The recommended option aligns with the Board's interests of attracting and maintaining a stable workforce, balancing the budget and maximizing funding sources, promoting the integrity of programming and promoting positive community relations throughout the budget process.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
 X Discussion
FROM: Dr. Susan J. Cook, Superintendent Information
 1st Reading
DATE: May 12, 2011
AGENDA ITEM: Community Use of School Facilities Fee Structure for Fiscal Year 2011-2012
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: BBA, KF and A.R.S. §15-1105(D)

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

ARS §15-1105 mandates that the "Governing Board, superintendent or chief administrative officer shall charge a reasonable fee for the lease of school property" and defines "reasonable use" as "an amount that is at least equal to the school district's cost for utilities, services, supplies or personnel that the school provides to the lessee pursuant to the terms of the lease."

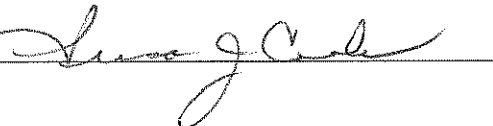
The following is the recommended 2011-2012 facility use fee schedule, to go into effect on July 1, 2011, which maintains the 2010-2011 facility use fees:

<u>2011-2012</u>	<u>Fee Per Hour for Each Organization Classification</u>			
<u>Service or Facility Type</u>	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>	<u>Class IV</u>
CUSTODIAL SERVICES (when applicable)	\$22/HR. No minimum	\$22/HR. 1 hr. minimum	\$22/HR. 2 hr. minimum	\$22/HR. 2 hr. minimum
FOOD SERVICES (when applicable)	\$26/HR. No minimum	\$26/HR. 1 hr. minimum	\$26/HR. 2 hr. minimum	\$26/HR. 2 hr. minimum

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the 2011-2012 community use of school facilities fee schedule as presented, to take effect on July 1, 2011.

Superintendent



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

Agenda Item III.D.

Community Use of School Facilities Fee Structure for Fiscal Year 2011-2012

April 28, 2011

Page 2

2011-2012	Fee Per Hour for Each Organization Classification			
Regular Classroom	N/C	\$3	\$15	\$20
Specialty Classroom	N/C	\$6	\$20	\$30
Multi-purpose Room	N/C	\$13	\$30	\$40
Multi-purpose Room & Kitchen	N/C	\$26	\$35	\$50
Gymnasium	N/C	\$56	\$75	\$100
Library	N/C	\$9	\$25	\$40
District Office - Anasazi	N/C	\$2	\$10	\$15
District Office - Hopi	N/C	\$3	\$15	\$20
District Office - Navajo	N/C	\$5	\$20	\$30
District Office - Board	N/C	\$10	\$30	\$40
District Office - Zuni	N/C	\$6	\$20	\$30
Evening Greeter (after 4:30pm and weekends)	\$12/HR.	\$12/HR.	\$12/HR.	\$12/HR.

Class II & III Seasonal Field Charges: \$10 registration fee for each season

Elementary Schools:

- \$61.54 per month, per field, all days
- \$34.02 per month, weekdays only
- \$34.02 per month, Saturdays only

Middle Schools:

- \$74.84 per month, per field, all days
- \$40.83 per month, weekdays only
- \$40.83 per month, Saturdays only

Class IV Seasonal Field Charges: \$25 registration fee for each season

Elementary Schools:

- \$81.64 per month, per field, all days
- \$54.43 per month, weekdays only
- \$54.43 per month, Saturdays only

Middle Schools:

- \$95.26 per month, per field, all days
- \$61.23 per month, weekdays only
- \$61.23 per month, Saturdays only

If approved, community users will be notified of the 2011-2012 facility use fee schedule and the Community Use of Facilities Handbook will be updated accordingly.

Single Event Outdoor Charges:

2011-2012	Fee Per Hour for Each Organization Classification			
Outdoor Facility	Class I	Class II	Class III	Class IV
• School Field	N/C	\$5	\$10	\$20
• Parking Lot	N/C	\$1	\$10	\$20
• Basketball court	N/C	\$10	\$15	\$30
• Field w/ lights	N/C	\$10	\$15	\$30
• Parking lot w/ restrooms	N/C	\$10	\$15	\$30

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board
FROM: Dr. Susan J. Cook, Superintendent
DATE: May 12, 2011
AGENDA ITEM: Parent Satisfaction Survey 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

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

The purpose of this agenda item is to update the Governing Board on the results of the Parent Satisfaction Surveys administered annually to parents at all District schools. The results of these surveys are utilized for a number of purposes at the District and school levels. Data are utilized in meeting the requirements of some grant applications and reports, and along with other data sources, trend data are utilized in identifying areas of accomplishment, growth and potential concern.

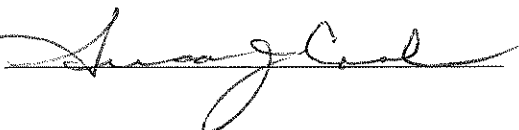
Completed via a scan sheet, the surveys have been alternately sent home with students with a cover letter from the school principal or made available during parent-teacher conferences. Due to the relatively low return rate at some sites when the surveys were sent home with students, the distribution was changed to parent-teacher conferences as a venue for getting surveys to and from parents. The number of surveys returned has decreased from 6,454 in Spring 2008 to a low of 3,338 Spring 2010. For the Spring 2011, administration, 3,961 surveys were returned, with the percentage based upon total student count ranging from 7% to 31% among schools with the District average at 17% of total student enrollment. As the link with parent-teacher conferences resulted in a decrease in the number of surveys returned, there is a need to discuss the best way to increase the rate of return.

The 31 items on the survey are grouped in the following five categories: School Facility and Safety, Personnel, Classroom and Instruction, School Involvement and Communication, and Principal, with a summary Overall Satisfaction rating.

SUMMARY AND RECOMMENDATION

No action required.

Superintendent



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

Agenda Item IV.A.

Parent Satisfaction Survey Update

May 12, 2011

Page 2

The Likert scale used to address the first five areas (School Facility and Safety, Personnel, Classroom and Instruction, School Involvement and Communication, and Principal) is:

- 1- Very Satisfied
- 2- Satisfied
- 3- Neutral
- 4- Dissatisfied
- 5- Very Dissatisfied
- 6- Don't Know

Items marked as Don't Know are not included in calculating the item and subgroup means.

For Spring 2011, the section means are all between Very Satisfied and Satisfied:

- School Facility and Safety- 1.69
- Personnel- 1.63
- Classroom and Instruction- 1.59
- School Involvement and Communication- 1.64
- Principal- 1.70

In comparing the data from the past three surveys, the variation on the District means for each subsection is .04 or less.

For the summative Overall Satisfaction question, "The quality of my child's education at his/her school is....," the rating scale is as follows:

- 1- Excellent
- 2- Good
- 3- Fair
- 4- Poor
- 5- Don't Know

The Spring 2011 Overall Satisfaction is 1.52, thus between Good and Excellent. This is an improvement from the Spring 2010 overall rating of 1.60.

Attached are a copy of the Spring 2011 District Parent Satisfaction Survey results and a power point showing data trends of the survey.

Total Surveys Returned: 3961

Total Mean: 1.65

Note: Due to rounding, percentages may not total 100%.
Data shown are percentages of respondents in each category.

Scale: 1 = Very Satisfied, 2 = Satisfied, 3 = Neutral, 4 = Dissatisfied, 5 = Very Dissatisfied, 6 = Don't know

School Facility and Safety

Section Mean 1.69

Please rate your satisfaction with each of the following...		1	2	3	4	5	6	N	Item MEAN
1	The cleanliness of the school.	48	39	8	2	1	2	3789	1.66
2	The maintenance of school facilities and grounds.	45	41	9	2	1	2	3782	1.69
3	The level of supervision provided for students.	48	37	10	2	1	2	3777	1.70
4	The discipline practices of school personnel.	46	37	10	3	1	3	3781	1.72
5	The level of safety/security on school grounds.	46	38	10	2	1	2	3775	1.72
6	The level of safety/security in school classrooms.	50	37	8	1	1	3	3770	1.62
7	The ability of the school to handle crisis situations.	42	34	10	1	1	12	3768	1.71

Scale: 1 = Very Satisfied, 2 = Satisfied, 3 = Neutral, 4 = Dissatisfied, 5 = Very Dissatisfied, 6 = Don't know

Personnel

Section Mean 1.63

Please rate your satisfaction with each of the following...		1	2	3	4	5	6	N	Item MEAN
8	The helpfulness of office staff members.	56	31	8	2	2	1	3784	1.63
9	The welcoming attitude shown by school personnel to students.	53	34	8	2	1	1	3782	1.62
10	The welcoming attitude shown by school personnel to parents/visitors.	54	33	8	2	2	1	3777	1.63
11	The attitude about the school displayed by school personnel.	51	36	9	1	2	2	3764	1.65
12	The respect shown to parents and students by school personnel.	55	33	7	2	2	1	3730	1.61
13	The willingness of school personnel to provide requested information or assistance.	53	34	8	2	2	1	3693	1.63

Scale: 1 = Very Satisfied, 2 = Satisfied, 3 = Neutral, 4 = Dissatisfied, 5 = Very Dissatisfied, 6 = Don't know

Classroom and Instruction

Section Mean 1.60

Please rate your satisfaction with each of the following...		1	2	3	4	5	6	N	Item MEAN
14	The commitment of WESD to focus classroom instruction on what students are required to learn as defined by AZ Acad. Standards and WESD curricula.	49	37	8	1	1	3	3759	1.63
15	The degree to which classroom instruction and programs meet the learning needs of your student.	50	38	7	2	1	1	3775	1.65
16	The ability of your student to access extra help when needed.	51	34	8	3	2	3	3768	1.66
17	The timeliness of the teacher's response to questions and requests.	57	32	7	2	1	2	3770	1.56
18	The efficient use of classroom learning time by the teachers.	55	33	7	1	1	3	3777	1.57
19	The teacher's expectations for student learning.	57	34	6	1	1	1	3783	1.55

Total Surveys Returned: 3961

Total Mean: 1.65

Note: Due to rounding, percentages may not total 100%.
Data shown are percentages of respondents in each category.

Scale: 1 = Very Satisfied; 2 = Satisfied; 3 = Neutral; 4 = Dissatisfied; 5 = Very Dissatisfied; 6 = Don't know

School Involvement and Communication		Section Mean 1.67						N	Item MEAN
Please rate your satisfaction with each of the following...		1	2	3	4	5	6		
20	The opportunities available for you to participate in school activities such as PTO/A, Site Council, family nights, concerts, sporting events, etc.	50	36	9	1	1	2	3823	1.63
21	The opportunities available for you to volunteer in the school and/or classroom.	47	37	10	1	1	3	3823	1.67
22	The level of communication you receive about changes in the school and/or news about the school overall.	51	36	8	2	1	1	3834	1.65
23	The level of communication you receive about school activities.	53	36	7	2	1	1	3823	1.62
24	The level of communication you receive about your student's progress.	56	33	7	2	1	1	3762	1.58
25	The level of communication you receive about social services available to students at your school.	43	35	13	3	2	5	3783	1.78
26	The school's efforts to be involved in the community.	44	36	12	2	1	5	3793	1.74

Scale: 1 = Very Satisfied; 2 = Satisfied; 3 = Neutral; 4 = Dissatisfied; 5 = Very Dissatisfied; 6 = Don't know

Principal		Section Mean 1.70						N	Item MEAN
Please rate your satisfaction with each of the following...		1	2	3	4	5	6		
27	The availability of the principal.	46	30	12	2	1	9	3832	1.72
28	The willingness of the principal to consider parent suggestions.	42	30	12	2	2	12	3843	1.75
29	The timeliness of responses from the principal to consider parent suggestions.	44	29	12	2	2	12	3783	1.73
30	The ability of principal to communicate the goals of the school in a clear and effective manner.	47	32	10	1	1	7	3795	1.67
31	The visibility of the principal on the school campus.	51	29	10	2	2	7	3791	1.64

Scale: 1 = Excellent; 2 = Good; 3 = Fair; 4 = Poor; 5 = Don't know

Overall Satisfaction		Section Mean 1.52						N	Item MEAN
Please rate your satisfaction with each of the following...		1	2	3	4	5	6		
32	The quality of my child's education at his/her school is...	57	33	7	1	1		3633	1.52



WESD Parent Satisfaction Survey Results

2009-2011

Parent Satisfaction Survey Results 2009-2011

