

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

**DATE:** July 8, 2010

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

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

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

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

**I. REGULAR MEETING**

A. Call to Order and Roll Call

B. Moment of Silence and Meditation

C. Pledge of Allegiance

D. Adoption of the Regular Meeting Agenda

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

E. Approval of the Minutes

1-4

It is recommended that the Governing Board approve the Minutes of the June 24, 2010 Regular Meeting (Governing Board Member not present was Mrs. Tee Lambert).

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

F. Current Events: Governing Board and Superintendent

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 the Governing Board approve the Consent Agenda.

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

**II. CONSENT AGENDA**

\*A. Approval/Ratification of Vouchers

5

The Vice President of the Board reviews all vouchers prior to the meeting of the Board. Vouchers represent orders for payment of materials, equipment, salaries and services.

\*B. Personnel Items

6-8

Personnel items include resignations, terminations, requests for retirement or leave, recommendations for employment and position changes.

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

- |  |       |
|--|-------|
| *C. Public Gifts and Donations (The Value of Donated Items is Determined by the Donor)   | 9     |
| 1. Fresh & Easy donated a check in the amount of \$1,148.00 to be used to purchase items to improve student achievement for the benefit of students at Palo Verde Middle School.   |       |
| 2. Alta Vista PTO donated a check in the amount of \$2,180.72 to move and install two Smartboards at Alta Vista Elementary School.   |       |
| *D. Out-of-County/State Field Trip   | 10-13 |
| 1. Dana Jean, Arizona Cardinals Preparatory Academy, submitted an out-of-county/state field trip to Northern Arizona University, Flagstaff, AZ, August 3, 2010, for 5 <sup>th</sup> - 8 <sup>th</sup> grade students at no cost to the District. |       |
| *E. Award of Contract – Bid No. 10.015, Apparel and Accessories, Silk-Screened and Embroidered (21 Vendors as Presented)   | 14-15 |
| *F. Award of Contract – RFP No. 10.010, Drug/Alcohol Testing and Driver Physicals to Mobile Drug Testing Services and Oschmann Employee Screening in an Amount Not to Exceed \$50,000.00   | 16-17 |
| *G. Award of Contract – Bid No. 10.001, Warehouse, School and Office Supplies (16 Vendors as Presented)  | 18-19 |
| *H. Annual Intergovernmental Cooperative Purchase Agreements with the Greater Phoenix Purchasing Consortium of Schools (GPPCS) and Strategic Alliance for Volume Expenditures (SAVE)   | 20-21 |
| *I. Intergovernmental Cooperative Purchase Agreements with the State Procurement Office (Larry Miller Toyota)  | 22-23 |
| *J. Extension and Renewal of Annual Contracts for Specified Goods and Services   | 24-27 |
| *K. Fee Schedule for 2010-2011   | 28-32 |
| *L. Addendum to the Food Program Permanent Service Agreement for the Fresh Fruit and Vegetable Program   | 33-35 |
| *M. Agreement to Provide Summer Meals to Christown YMCA  | 36-38 |
| *N. Renewal of Federal Work-Study Program Agreement with The Bryman School of Arizona  | 39-41 |

## **III. RECESSING OF REGULAR MEETING FOR PUBLIC HEARING**

## **IV. PUBLIC HEARING** 42

- A. Expenditure Budget for 2010-2011

## **V. RECESSING OF PUBLIC HEARING FOR REGULAR MEETING**

## **VI. RECONVENING OF REGULAR MEETING**

## **VII. ACTION / DISCUSSION ITEMS**

- A. Expenditure Budget for 2010-2011 (Cathy Thompson) 43-93  
Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_
- B. Option and Easement Agreement with Clear Wireless LLC for Cell Tower at Ironwood and Shaw Butte Elementary Schools (Cathy Thompson) 94-128  
Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_
- C. Governing Board Argument for the Maintenance & Operations (M&O) Override Election Pamphlet (Tee Lambert) 129-130

## **VIII. INFORMATION/ DISCUSSION ITEMS**

- A. Trust Board Update (Chris Maza and D. Rex Shumway) 131

## **IX. FUTURE AGENDA ITEMS**

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

## **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.

**WASHINGTON ELEMENTARY SCHOOL DISTRICT**  
**GOVERNING BOARD MINUTES: REGULAR MEETING**

2009-2010

June 24, 2010

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 7:03 p.m. Governing Board members constituting a quorum were present: Mr. Chris Maza, Mr. Bill Adams, Ms. Clorinda Graziano, and Mr. Aaron Jahneke. Mrs. Tee Lambert was not in attendance.

**B. Moment of Silence and Meditation**

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

**C. Pledge of Allegiance**

Mr. Maza led the Pledge of Allegiance.

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

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

**UNANIMOUS**

**E. Approval of the Minutes**

A motion was made by Mr. Adams that the Governing Board approve the Minutes of the June 1, 2010 Special Meeting – Study Session. The motion was seconded by Mr. Jahneke. The motion carried.

**UNANIMOUS**

**F. Approval of the Minutes**

A motion was made by Ms. Graziano that the Governing Board approve the Minutes of the June 10, 2010 Regular Meeting. The motion was seconded by Mr. Adams. The motion carried.

**UNANIMOUS**

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

Dr. Cook introduced Assistant Superintendent Dr. Lyn Bailey who advised the Board that 27 sites in the District have a summer school program during the month of June with over 3,000 students participating. Dr. Bailey introduced Ms. Josanne Solorio, Community Outreach Specialist at Acacia Elementary School. Ms. Solorio introduced 5<sup>th</sup> grade student, Victoria Khonghoune, her parents, and her siblings. Victoria attended the Science and Drama summer school classes and read from the book, Dazzle the Dinosaur. Victoria was presented with a certificate and a book.

**H. Public Participation**

There was no public participation.

**I. Approval of the Consent Agenda**

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

**UNANIMOUS**

June 24, 2010

Dr. Cook introduced Mr. Tim Fountain, new principal at Manzanita Elementary School. Dr. Cook thanked the teachers from Manzanita who attended the meeting.

Dr. Cook introduced Ms. Barbara Newman, new assistant principal at Mountain Sky Jr. High School. Dr. Cook also introduced Mr. Perry Mason, new principal at Mountain Sky, who accompanied Ms. Newman.

Dr. Cook and Mr. Maza welcomed all of the new administrators to the District.

## **II. CONSENT AGENDA**

- |  |                  |
|--|------------------|
| *A. Approval/Ratification of Vouchers<br>Approved and ratified the vouchers as presented.  | <b>UNANIMOUS</b> |
| *B. Personnel Items<br>Approved the personnel items as presented.  | <b>UNANIMOUS</b> |
| *C. Public Gifts and Donations<br>Approved the public gifts and donations as presented.  | <b>UNANIMOUS</b> |
| 1. Washington Education Foundation donated a check in the amount of \$500.00 to be used for the WESD Retiree Reception costs by the Communication Services Department.   |                  |
| 2. DonorsChoose.org donated an HP computer with an approximate value of \$599.00 for the benefit of students at Sunnyslope School.   |                  |
| 3. Sweetwater PTO donated a check in the amount of \$12,582.00 for materials and labor to install a shade structure at Sweetwater Elementary School.   |                  |
| *D. Issue RFP No. 10.022 for Interest-based Negotiations Facilitator   | <b>UNANIMOUS</b> |
| *E. Award of Contract – RFP No. 10.013, Computer Assisted Instruction for Children with Autism, to TeachTown, Inc. in an Amount Not to Exceed \$75,000.00  | <b>UNANIMOUS</b> |
| *F. Award of Contract – Bid No. 10.016, Commercially Purchased Bakery Products   | <b>UNANIMOUS</b> |
| *G. Utilize Intergovernmental Cooperative Purchase Agreements with the Greater Phoenix Purchasing Consortium for Schools (GPPCS), Strategic Alliance for Volume Expenditures (SAVE), and The Cooperative Purchasing Network (TCPN) | <b>UNANIMOUS</b> |
| *H. Annual Intergovernmental Cooperative Purchase Agreements with the State Procurement Office   | <b>UNANIMOUS</b> |
| *I. Sole Source Vendors  | <b>UNANIMOUS</b> |
| *J. District Representative for Procurement Protests for Fiscal Year 2010-2011   | <b>UNANIMOUS</b> |
| *K. Re-Authorization of Bank Accounts and Signers  | <b>UNANIMOUS</b> |
| *L. Resolution Appointing the Maricopa County Superintendent of Schools as the Chief Disbursing Officer for Wage Garnishments  | <b>UNANIMOUS</b> |
| *M. Signatories for Payroll and Expense Warrants for 2010-2011   | <b>UNANIMOUS</b> |

June 24, 2010

*N. Petty Cash Accounts for 2010-2011	UNANIMOUS
*O. Re-Authorization of Revolving and Change Funds for 2010-2011	UNANIMOUS
*P. Adoption of Resolution Authorizing the Execution of Warrants Between Board Meetings	UNANIMOUS
*Q. Student Activity Treasurer for 2010-2011	UNANIMOUS
*R. Acceptance of the Lowe's Charitable Trust and Educational Foundation Grants in the Amount of \$7,500.00, the Grand Canyon Association Grants in the Amount of \$800.00, the Wells Fargo Foundation Grants in the Amount of \$1,845.65 and the John C. Lincoln Health Network - Lincoln Gives Grant in the Amount of \$4,920.00	UNANIMOUS
*S. Agreement with MetroRising AMS Owner, LLC (Metrocenter Mall)	UNANIMOUS
*T. Renewal of Lease with the Roman Catholic Church for Private School Consortium Facilities at Bourgade High School (Classroom and Annex)	UNANIMOUS
*U. Renewal of Lease with the Roman Catholic Church for Private School Consortium Facilities at Bourgade High School (Modular Building Site and Parking Area)	UNANIMOUS
*V. Renewal of Lease Agreements with Faith United Methodist Church and Royal Palms Baptist Church for 2010-2011	UNANIMOUS
*W. Renewal of Lease Agreements with VALLEYLIFE (formerly Valley of the Sun School and Habilitation Center) and Lion's Mane Child Care Center	UNANIMOUS

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

#### **A. Proposed Expenditure Budget for 2010-2011** **UNANIMOUS**

Dr. Cook introduced Ms. Cathy Thompson who provided a summary of the proposed Expenditure Budget for 2010-2011. Ms. Thompson advised that the total Expenditure Budget for 2010-2011 was reduced by approximately \$6,000,000.00 from the previous year.

A motion was made by Ms. Graziano that the Governing Board approve the Proposed Expenditure Budget for 2010-2011 and authorize publication of the summary and the notice of public hearing. The motion was seconded by Mr. Jahneke. The motion carried.

#### **B. Revision of the 2010-2011 Staff and Student Calendar** **UNANIMOUS**

Dr. Cook advised the Board that the District received clarification of HB 2725's amended statute. The amended statute reduced the number of instructional hours allocated for grades seven and eight, thus allowing the District to schedule an early release PLC Wednesday through May.

Board members were pleased that the District was able to increase the number of professional development days which will also benefit students.

A motion was made by Mr. Adams that the Governing Board approve the Revised 2010-2011 Staff and Student Calendar to reflect the addition of three early release PLC Wednesdays, occurring on May 4, 11, and 18, 2011. The motion was seconded by Ms. Graziano. The motion carried.

June 24, 2010

**C. Classified Employee Performance Evaluation**

**UNANIMOUS**

Dr. Cook advised the Board that the Classified Employee Performance Evaluation System was presented to them at the June 10, 2010 Governing Board meeting. The edits offered by Board members have been included for the Board's approval.

A motion was made by Mr. Jahneke that the Governing Board approve the Classified Employee Performance Evaluation System effective July 1, 2010. The motion was seconded by Ms. Graziano. The motion carried.

**D. Pro Statement for Maintenance & Operations (M&O) Override Publicity Pamphlet**

**UNANIMOUS**

Mr. Maza advised the Board that a statement may be prepared and signed by all Governing Board members in support of the M&O Override (approved by the Board at the June 10, 2010 Governing Board meeting). The statement will be included in the publicity pamphlet for the District's M&O Override election on November 2, 2010.

Mr. Jahneke volunteered to work with Mrs. Lambert.

A motion was made by Ms. Graziano that Mrs. Lambert and Mr. Jahneke draft a statement in support of the M&O override. The motion was seconded by Mr. Maza. The motion carried.

**IV. FUTURE AGENDA ITEMS**

There were no future agenda items.

**V. GOVERNING BOARD AND SUPERINTENDENT ACKNOWLEDGMENTS**

There were no acknowledgments.

**VI. ADJOURNMENT**

**UNANIMOUS**

A motion was made by Mr. Adams to adjourn the meeting at 7:30 p.m. The motion was seconded by Mr. Jahneke. The motion carried.

**SIGNING OF DOCUMENTS**

Documents were signed as tendered by the Governing Board Secretary

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

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
DATE

June 24, 2010

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: July 8, 2010 Information  
AGENDA ITEM: \*Approval/Ratification of Vouchers 1st Reading  
INITIATED BY: Cathy Thompson, Director of Business Services  
SUBMITTED BY: Debra Karns, Accounting Manager  
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 FY 09/10 PAYROLL VOUCHERS** (warrants for services and materials, payroll expense):

06/15/10	<u>1,501,422.35</u>
<b>Totals:</b>	<b><u>1,501,422.35</u></b>

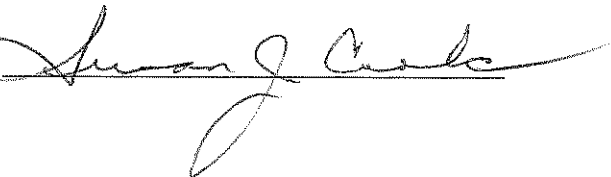
**APPROVE/RATIFY FY 09/10 EXPENSE VOUCHERS** (warrants for services and materials, payroll expense):

06/09/10	2,505,081.69
06/10/10	13,358.40
06/16/10	<u>2,400,975.53</u>
<b>Totals:</b>	<b><u>4,919,415.62</u></b>

**SUMMARY AND RECOMMENDATION**

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

Superintendent



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

Agenda Item \*II.A.



WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: July 8, 2010 Information  
AGENDA ITEM: \*Personnel Items 1st Reading

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

July 8, 2010

## 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
Castro	Alicia	Teacher-3rd Grade	John Jacobs	Resignation	4	5/26/2010
Phok	Amnath	Teacher-6th Grade	Washington	Resignation	6	5/26/2010

### C. FULL-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Smith	Allan	Alternative Ed. Assistant	Cholla	Resignation	1	5/25/2010

### D. PART-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Hinkle	Renee	Food Service Helper	Sahuaro	Termination	5	5/25/2010
Richardson	Tommie	Paraprofessional	Sunset	Reduction in Force	2	5/25/2010
Schraven	Tracy	Special Ed. Assistant	Sweetwater	Resignation	2	5/25/2010
Vaughn	Michele	Bus Driver	Transportation	Resignation	7	5/25/2010

## II. EMPLOYMENT

### A. ADMINISTRATIVE

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
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### B. CERTIFIED

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION
Azlin	Kristen	Teacher-2nd Grade	E	Chaparral
Baison	Mary	Teacher-Art	E	Mountain Sky
Bjornsrud	Tonja	Teacher-Kindergarten	E	Moon Mountain
Cobb	Sherri	Teacher-LD	E	Cholla/Sunset
Foster	James	Teacher-Mathematics	E	Mountain View
Hudson	Elizabeth	Teacher-2nd Grade	E	Arroyo
Hyland	Sallie	Teacher-Music	E	Mountain Sky
Russell	Kyle	Teacher-Language Arts	E	Cholla
Streb	Cassandra	Teacher-Art	E	Sahuaro/Shaw Butte
Zara	Marc	Teacher-3rd Grade	E	Chaparral
Zazzera	Corrie	Teacher-Music	E	Moon Mountain

### C. FULL-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION	
Jantho	Kathryn	Headstart Instructor	N	Sunset	new program

**PERSONNEL ACTION RECOMMENDED**

**July 8, 2010**

**D. PART-TIME CLASSIFIED**

<b>LAST NAME</b>	<b>FIRST</b>	<b>POSITION</b>	<b>(E)XISTING OR (N)EW</b>	<b>LOCATION</b>	
Duncan	Allison	Headstart Instructor	N	Sunnyslope	new program

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: July 8, 2010 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  
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA and A.R.S. §15-341

**SUPPORTING DATA**

Funding Source: Donations  
Budgeted: N/A

1. Fresh & Easy donated a check in the amount of \$1,148.00 to be used to purchase items to improve student achievement for the benefit of students at Palo Verde Middle School.
2. Alta Vista PTO donated a check in the amount of \$2,180.72 to move and install two Smartboards at Alta Vista Elementary School.

**SUMMARY AND RECOMMENDATION**

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

Superintendent



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

Agenda Item \*II.C.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: July 8, 2010 Information  
AGENDA ITEM: \*Out-of-County/State Field Trip 1st Reading

INITIATED BY: Natalie McWhorter, Director of Curriculum  
SUBMITTED BY: Natalie McWhorter, Director of Curriculum

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA, IJOA and A.R.S. §15-341

**SUPPORTING DATA**

Funding Source: See Attached  
Budgeted: N/A

1. Dana Jean, Arizona Cardinals Preparatory Academy, submitted an out-of-county/state field trip to Northern Arizona University, Flagstaff, AZ, August 3, 2010, for 5<sup>th</sup> - 8<sup>th</sup> grade students at no cost to the District.

**SUMMARY AND RECOMMENDATION**

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

Superintendent



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

Agenda Item \*II.D.

# Washington Elementary School District Request for Out-of-County/State Field Trip

Date of Governing Board Agenda Item: **August 3, 2010**

**Instructions:**

Submit this form electronically to the Superintendent's Office at least four weeks prior to the date of the proposed trip. All out-of-county/state field trips must be approved by the Governing Board. Please type and provide complete information by completing all spaces; indicate n/a (not applicable), if appropriate.

School: **Arizona Cardinals Preparatory Academy**

Dates of Travel: **August 3, 2010**

Destination of Field Trip: **Flagstaff, Arizona (Northern Arizona University)**

# of Student Participants: **50**

Grade Level(s): **5-8**

# of Adults (1:8): **11**

Emergency Contact Number: **602-908-6796**

Person Requesting Trip/Contact at Board Meeting: **Dana Jean**

Principal Approved: Yes ☒ No ☐ Principal Name: **Mr. Lenny Hoover**

Office Manager received a copy of this form. Yes ☒ No ☐

**Summary of Event/Purpose:**

The students of Arizona Cardinals Preparatory Academy have the opportunity to travel to Flagstaff, Arizona to visit Northern Arizona University and also be able to attend the Arizona Cardinal Training Camp that takes place on the campus fields. The students will be able to visit the University and see a real college campus. An educational element is included with a tour of the campus and scavenger hunt to learn more about college living. The schedule also includes time with the Arizona Cardinals camp where the students are able to watch the team train and practice for their upcoming season. The students will be able to meet many of the players and speak to them about the events of the day. Lunch, afternoon snacks, and dinner will be provided during the trip. The Cardinals organization will be financially responsible for all aspects of the trip.

**Educational Use:**

Instructional Goal(s): Include the specific objectives regarding what the students will know and be able to do in a specific content area, e.g. science, social studies, etc. as a result of the field trip. For example: The students will identify current political leaders in Arizona and describe the major influences each has had on Arizona as specified in the fourth grade social studies curriculum. The students of Cardinals Academy have the opportunity to travel to Flagstaff, Arizona to visit Northern Arizona State University. They will participate in a campus tour to learn about the history, degrees, programs, and traditions. The students will practice their navigation skills during a campus scavenger hunt and have discussions about campus life with current students and staff. The students will be doing physical activity during the afternoon similar to what the Cardinals team does to prepare for their season. They will be able observe and practice teambuilding skills with the Arizona Cardinals football team and have the opportunity to speak with multiple players about positions they play on the team and about their experiences.

**Itinerary:**

Include specific information in all five categories.

Date	Site (from)/ Time	Location (to)/Time	Transportation	Phone Number for Hotel/Event Location
August 3, 2010	AZ Cardinals Academy Phoenix, AZ - 9:30 a.m.	Northern Arizona University - Flagstaff, AZ - 12:30pm	Charter Bus	602-908-6796
August 3, 2010	NAU - Flagstaff, AZ - 12:30 p.m.	NAU - Flagstaff, AZ - 6:00 p.m.	Walking	602-908-6796
August 3, 2010	Northern Arizona University - Flagstaff, AZ - 6:00 p.m.	AZ Cardinal Academy - Phoenix, AZ - 8:30 p.m.	Charter Bus	602-908-6796

### Additional Information

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

The Arizona Cardinals Organization is funding the entire cost of the trip.

No eligible student will be denied the field trip due to financial hardship.

Yes ☒

Please indicate accommodations for students with special circumstances. NOTE: Additional 0 chaperones are required to accommodate specific student needs.

None at this time.

No eligible student will be denied the field trip due to special education/health needs.

Yes ☒

**Chaperones:**

List all certified and non-certified staff and parents who are chaperoning the trip. Please note: one adult chaperone is required for every eight students. (This must match number of adults indicated on front section.)

Certificated	Non-Certificated	Parent
Tammy Arnone		4 To be announced
Nick Lodato		
Jo Ann Brass		
Annika Fondse		
Joy Metcalf		
Dana Jean		
Pat Tankersley		

For Academic Services Use Only

Natalie McWhorter

June 29, 2010

Signature

Date

## Out-of-County/State Field Trip Cost Sheet

### IMPORTANT:

- ALL OUT-OF-STATE FIELD TRIPS **MUST** USE DISTRICT APPROVED (CONTRACTED) TRAVEL AGENT. PLEASE ATTACH TRAVEL AGENT QUOTE TO THIS DOCUMENT FOR BOARD REVIEW/APPROVAL.
- OUT-OF-COUNTY FIELD TRIPS **MUST** USE DISTRICT APPROVED (CONTRACTED) CHARTER BUSES IF NOT USING DISTRICT OWNED BUSES.

Total package price: \$            All expenses (should match attached travel agent<sup>1</sup> quote)  
 Includes: to be paid by  
Phoenix Cardinals

\$            Lodging

\$            Food: ☐ Included ☐ Sack Lunch ☐ Individual Purchase

\$            Transportation: ☐ District buses  
☐ Charter buses<sup>2</sup> (contracted vendors only- RFP 07.011)  
☐ Airfare

\$            Registration/Entry Fees

\$            Travel Insurance<sup>3</sup> (optional expense)

\$            Other           

\$            TOTAL (should match package price above)  
 (totals are estimates only, based on number of anticipated students/adults and are subject to change)

# Students participating:            TOTAL PER STUDENT COST: \$             
 (trip total ÷ total # students participating + approved ratio # parents = per student cost)

# Chaperones participating:            (approved ratio for parents 1:8, can be included within student cost)

# Additional parents:            Payment method:           

# Scholarship students:            Funding source:             
 (No eligible student will be denied a field trip due to financial hardship) (tax credit, gifts & donations, auxiliary, PTA/PTO, etc.)

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

- ☐ Tax Credit (Fund 526 – donation based) ☐ Other
- ☐ Gifts & Donations (Fund 530 – donation based)
- ☐ Auxiliary Operations (Fund 525 – fee based)
- ☐ Student Activities (Fund 850 – fundraising based)
- ☐ PTA/PTO

For Finance Department Use Only		
This expenditure was reviewed for compliance with designated and/or qualifying funding sources.	Debra Karns _____ Signature	June 29, 2010 _____ Date
For Purchasing Department Use Only		
This expenditure was reviewed for compliance with applicable procurement laws and regulations.	Howard Kropp _____ Signature	June 29, 2010 _____ Date

<sup>1</sup> Information regarding District awarded travel RFP is available on the Purchasing Department's intranet site.

<sup>2</sup> Information regarding District awarded charter bus RFP is available on the Purchasing Department's intranet site.

<sup>3</sup> Application form for travel insurance is available on the Purchasing Department's intranet site.



WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: July 8, 2010 Information  
AGENDA ITEM: \*Award of Contract – Bid No. 10.015, Apparel and Accessories, Silk-Screened and Embroidered (21 Vendors as Presented) in an Amount Not to Exceed \$70,000.00 1st Reading  
INITIATED BY: Howard Kropp, SUBMITTED BY: Cathy Thompson,  
Administrator of Purchasing Director of Business Services  
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

**SUPPORTING DATA**

Funding Source: Various  
Budgeted: Yes

On May 11, 2010, the District issued Bid No. 10.015, Apparel and Accessories, Silk-Screened and Embroidered. The purpose of this bid is to obtain qualified firms to provide apparel and accessories to the departments of the Washington Elementary School District. No school or department can spend more than is budgeted without prior approval from the Finance Department.

One hundred and ten (110) vendors were notified of the solicitation. Twenty-one (21) responsive, responsible offers and four (4) non-responsive offers were received and opened on June 2, 2010. Larry Larson, Contract Manager for Purchasing, and Cyndi Hawk, Assistant Buyer for Purchasing, evaluated the offers and recommend the twenty-one vendors as presented for award.

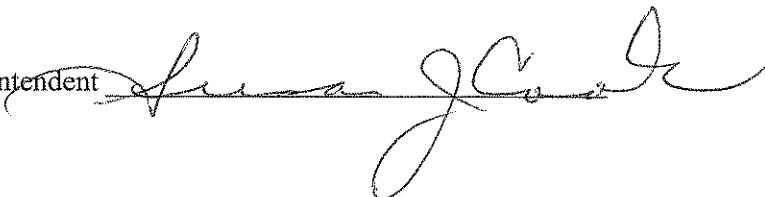
The award of this solicitation will result in a one (1) year contract beginning upon award with the option to renew for four (4) additional years or portion thereof. Included is a provision for cancellation by the District with thirty (30) days prior written notice.

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

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board award contract for Bid No. 10.015, Apparel and Accessories, Silk-Screened and Embroidered, to the 21 vendors as presented, in an amount not to exceed \$70,000.00.

Superintendent



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

Agenda Item \*II.E.

**\*Award of Contract – Bid No. 10.015, Apparel and Accessories, Silk-Screened and Embroidered  
(21 Vendors as Presented) in an Amount Not to Exceed \$70,000.00**

**July 8, 2010**

**Page 2**

Awarded Vendors:

	2009 - 2010 Expenditures
3D Promotions	\$0.00
Ad-Wear	\$0.00
Artcraft	\$0.00
Brown & Bigelow	\$1,167.96
Buddy's All Stars	\$958.08
Cleats Inc.	\$881.56
Collettes Uniform	\$7,514.03
Duke Photography	\$0.00
Elicia Designs	\$8,194.19
E-Promos	\$16,636.27
Innovative Screeners	\$0.00
Intl Selling Professionals	\$820.38
Lane Award	\$0.00
M & J Trophies & Apparel	\$2,356.64
Nelson Promotions	\$0.00
Peregrine Athletics	\$0.00
Project Center	\$0.00
Q Teez	\$0.00
Special-T's	\$0.00
Team Sport Outfitters	\$3,930.85
Universal Athletics	\$1,147.43

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: July 8, 2010 Information  
AGENDA ITEM: \*Award of Contract – RFP No. 10.010, Drug/Alcohol Testing and Driver Physicals to Mobile Drug Testing Services and Oschmann Employee Screening in an Amount Not to Exceed \$50,000.00 1st Reading

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

**SUPPORTING DATA**

Funding Source: M&O  
Budgeted: Yes

On April 8, 2010, the District authorized the issuance of RFP No. 10.010, Drug/Alcohol Testing and Driver Physicals. The purpose of this Request for Proposal is to obtain qualified firms to perform drug and alcohol testing as well as providing driver recertification physicals for the Transportation Department of the Washington Elementary School District.

Sixteen (16) vendors were notified of the solicitation. Five responsible and responsive proposals were received and opened on June 10, 2010. Audrey Alexander, Director of Transportation, Antonio Mlynec, Transportation Supervisor, Kim Thompson, Transportation Supervisor, and Larry Larson, Contract Manager of Purchasing, evaluated the proposals and recommend Mobile Drug Testing Services and Oschmann Employee Screening for award.

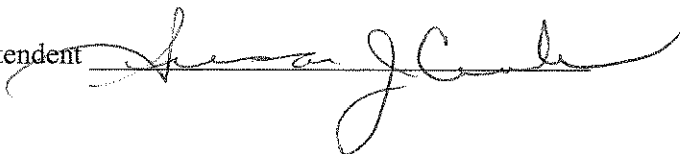
The award of this solicitation will result in a one (1) year contract with the option to renew for four (4) additional years or portion thereof. Included is a provision for cancellation by the District with thirty (30) days prior written notice.

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

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board award contract for RFP No. 10.010, Drug/Alcohol Testing and Driver Physicals to Mobile Drug Testing Services and Oschmann Employee Screening in an amount not to exceed \$50,000.00.

Superintendent



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

Agenda Item \*II.F.

**\*Award of Contract – RFP No. 10.010, Drug/Alcohol Testing and Driver Physicals to Mobile Drug Testing Services and Oschmann Employee Screening in an Amount Not to Exceed \$50,000.00**

**July 8, 2010**

**Page 2**

The evaluation committee used the criteria listed below in evaluating these proposals:

- Offeror's singular availability for service.
- Responsiveness of the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP.
- Cost – While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.
- District's assessment of the Offeror's abilities to meet and satisfy the needs of the District, taking into consideration additional services, or expertise offered that exceed the requirements, or the vendor's inability to meet some of the requirements of the specifications.
- Service time performance.
- Information obtained by the District from Offeror's references or other clients.

The committee scored the proposals as follows:

Mobile Drug Testing Services: 2848 points of a possible 3000, Rank #1

Oschmann Employee Screening: 2417 points of a possible 3000, Rank #2

Universal Background Screening: 1448 points of a possible 3000, Rank #3

Quest Diagnostic, Inc.: 1347 points of a possible 3000, Rank #4

Concentra Medical Centers: 1292 points of a possible 3000, Rank #5

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: July 8, 2010 Information  
AGENDA ITEM: \*Award of Contract – Bid No. 10.001, Warehouse, School and Office Supplies (16 Vendors as Presented) 1st Reading

INITIATED BY: Howard Kropp, Administrator of Purchasing and Cary Case, Administrator of MMC  
SUBMITTED BY: Cathy Thompson, Director of Business Services

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

**SUPPORTING DATA**

Funding Source: M&O  
Budgeted: Yes

On May 26, 2010, the District issued Bid No. 10.001, Warehouse, School and Office Supplies. Items covered by this bid are needed to restock the Material Management Center and for small dollar purchases placed by individual schools and departments. No school or department can spend more than is budgeted without prior approval from the Finance Department. This contract is also available to members of the Greater Phoenix Purchasing Consortium of School (GPPCS) and Strategic Alliance of Volume Expenditures (SAVE).

One hundred thirty-seven (137) vendors were notified of the bid. Twenty-five (25) responsive, responsible bids and one (1) non-responsive bid were received and opened on June 16, 2010. Cary Case, Administrator of Materials Management, and Brian Wenrich, Contract Manager for Purchasing, evaluated the bids and recommend the sixteen vendors as presented for award. A multiple award is the most advantageous to ensure the best service and the most complete product availability for the Districts.

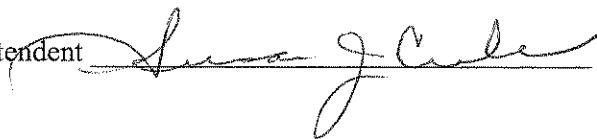
The award of this bid will result in a one-year contract (with the exception of paper). The estimated requirements cover the period of the contracts and are reasonable and continuing. Included is a provision for cancellation by the District with thirty (30) days prior written notice.

Funding for this expenditure is included in the individual school's or department's 2010-2011 M&O budgets and will be purchased on an as-needed basis.

Copies of the solicitation and responses are available for review in the Purchasing Department.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board award contract regarding Bid No. 10.001, Warehouse, School and Office Supplies, to the 16 vendors as presented.

Superintendent 

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

Agenda Item \*II.G.

**\*Award of Contract –Bid No. 10.001, Warehouse, School and Office Supplies (16 Vendors as Presented)**

**July 8, 2010**

**Page 2**

**Responsive bids received from the following vendors:**

Arizona Office Technology	AFP Industries	Unisource
Business Stationers	Pyramid School Supply	Spicers Paper
Quill	Paper Direct	Office Depot
S&S Worldwide	National Art Supply	Wist
Steven's Enterprise	RIS Paper	Elgin School Supply
Acco Brands	Standard Stationers	Bye Mo'r
Pitco	American International	The Tree House
Commercial Art Supply	Kaylor's	School Specialty
Vision	Office Max	

**Vendors recommended for award:**

AFP Industries	Business Stationers
Bye Mo'r	Commercial Art Supply
Elgin School Supply	Quill Corporation
National Art & School Supply	RIS Paper Company
Office Depot	School Specialty
Pyramid School Products	Standard Stationary
Spicers Paper	Unisource
Vision Business Products	Wist Office Products

Bid #10.001 is approximately 369 line items and award recommendations are made in some cases by line item with the lowest responsible responsive bidder being recommended. In other cases the award recommendation is made on an all-or-nothing basis for a product group, such as construction paper, which is approximately 40 line items. The vendors not selected for award had higher bid prices per line item.

**VENDOR EXPENDITURES**

**2009 – 2010 Total Expenditures**

AFP Industries	\$39,940.22
Business Stationers	\$10,970.02
Bye Mo'r	\$0.00
Commercial Art Supply	\$0.00
Elgin School Supply	\$2,010.40
National Art & School Supply	\$0.00
Office Depot	\$7,284.17
Pyramid School Products	\$89,707.32
Quill Corporation	\$5,391.92
RIS Paper Company	\$0.00
School Specialty	\$18,543.62
Spicers Paper	\$27,386.19
Standard Stationary	\$31,538.19
Unisource	\$89,529.12
Vision Business Products	\$60,828.73
Wist Office Products	\$0.00

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: July 8 2010 Information  
AGENDA ITEM: \*Annual Intergovernmental Cooperative Purchase Agreements with the Greater Phoenix Purchasing Consortium of Schools (GPPCS) and Strategic Alliance for Volume Expenditures (SAVE) 1st Reading

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: A.R.S. §15-342; A.R.S. 11-952 A.A.C. R7-2-1191-R7-2-1195

**SUPPORTING DATA**

Funding Source: M&O and Soft Capital  
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.

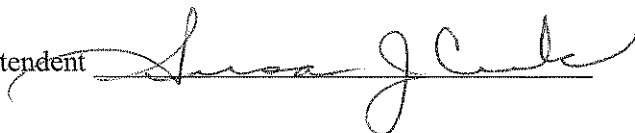
A.R.S. 11-952 and A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements. A school district may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any materials, services, or construction with one or more 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 renewal of the Intergovernmental Cooperative Purchase Agreements and contract purchases with the Greater Phoenix Purchasing Consortium for Schools (GPPCS) and Strategic Alliance for Volume Expenditures (SAVE).

Superintendent



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

Agenda Item \*II.H.

**2010-2011 proposed M&O budget capacity for Maintenance Services is \$740,284.75**

Contract Title:	Pest Control
Vendor(s):	City Wide Pest Control Truly Nolen Pest Control Quality Pest Management Orkin
Contract Issuer:	Contract issues through Avondale #11-004
Estimated 2010-2011 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Maintenance Department/M&O
2009-2010 Expenditure:	\$0.00

**2010-2011 proposed Soft Capital Budget capacity for the District is \$2,278,183.23**

Contract Title:	Libray Books
Vendor(s):	Advance Educational Products Davidson Titles Follett Educational Services Gardner's Book Barnes & Noble Follett Library Services
Contract Issuer:	Contract issued through Glendale Elementary #10.11.005
Estimated 2010-2011 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Individual Schools/Soft Capital
2009-2010 Expenditure:	\$91,433.98



WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent            Discussion  
DATE: July 8, 2010            Information  
           1st Reading

AGENDA ITEM: \*Intergovernmental Cooperative Purchase Agreement with the State Procurement Office (Larry Miller Toyota)

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: A.R.S. §15-342; A.R.S. 11-952  
A.A.C. R7-2-1191-R7-2-1195

**SUPPORTING DATA**

Funding Source: Capital  
Budgeted: Yes

The Purchasing Department is recommending renewal of the intergovernmental cooperative purchase agreement currently in effect and request authorization to utilize the contract with Larry Miller Toyota 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.

Attached is the Intergovernmental Cooperative Purchase Agreement related to the Purchasing Department previously awarded by the Governing Board.

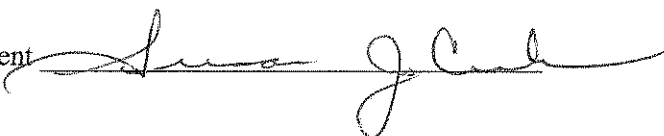
A.R.S. 11-952 and A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements. A school district may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any materials, services, or construction with one or more 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.

The Purchasing Department is recommending renewal of the intergovernmental cooperative purchase agreement for the State Procurement Office (SPO) currently in effect and request authorization to utilize the contract listed on the attached sheet for anticipated purchases in excess of the bidding threshold.

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

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the renewal of the Intergovernmental Cooperative Purchase Agreement and contract purchase with the State Procurement Office.

Superintendent 

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

Agenda Item \*II.I

**\*Intergovernmental Cooperative Purchase Agreement with the State Procurement Office (Larry Miller Toyota)**  
**July 8, 2010**  
**Page 2**

Contract Title:	Vehicles, All Fuel Types
Vendor(s):	Larry Miller Toyota (SCC090000-4)
Description of Purchase:	Toyota Sienna Mini-vans for Transportation.
Estimated 2010-2011 Expenditures:	To be used on an as needed basis.
Departments/School Funding:	Transportation/Capital
2009-2010 Expenditures:	\$51,930.00

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: July 8, 2010 Information  
AGENDA ITEM: \*Extension and Renewal of Annual Contracts for Specified Goods and Services 1st Reading  
INITIATED BY: Howard Kropp, Administrator of Purchasing SUBMITTED BY: Cathy Thompson, Director of Business Services  
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA, DJE and ARS 15-213

**SUPPORTING DATA**

Funding Source: M&O  
Budgeted: Yes

Presented is a list of contracts which have been previously awarded by the Governing Board. These contracts will soon be expiring. Since performance under these contracts has been satisfactory, extension of the presented contracts 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 contracts 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 presented list.

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

**SUMMARY AND RECOMMENDATION**

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

Superintendent



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

Agenda Item \*II.J.

2010-2011 proposed M&O budget capacity for Maintenance Services is \$740,284.75

Contract Title:	08.026, Maintenance Parts, Supplies, Rentals, Repairs and Service Calls
Vendor(s):	A to Z Equipment Sales ABC Sand and Rock Advaned Metal Sales AirCold/Webb Dist. American Fence American Refrigeration Supplies Arizona Electric Supply Arizona Storage Rentals Arizona Valve and Fitting Banner Tool Service Borders Turf and Tractors Brown's Partsmaster Burke Engineering Byassee Equipment Central Arizona Supply Clark Security Cochise Petroleum Equipment Detection Specialists Fire Security Electronics and Communications French Electric Hernandez Companies Horizon Intermountain Lock and Security Jaguar Plumbing Johnstone Supply Lawson Products Lighting Unlimited Lockmaster USA OHM's Research Products Phoenix Welding Supply Phoenix Electric Motors Plumbmaster Simpson-Norton Corporation Smith Pre-Cast Swab-AZ Tnemec Co./Southwest Coating Consultants Trane Tulsa Gas Technologies Valley Steel Supply Voss Lighting
Board Approval	August 14, 2008
Proposed Extention	Second
Renewal Options Remaining:	Two
Proposed 2010-2011 Expenditures:	To be used on an as-needed basis.
Expended 2009-2010:	\$357,166.19

Contract Title:	06.008, Concrete Grinding
Vendor(s):	Arizona Quality Concrete Grinding
Board Approval	August 23, 2006
Proposed Extention	Fourth and Final
Renewal Options Remaining:	None
Proposed 2010-2011 Expenditures:	To be used on an as-needed basis.
Expended 2009-2010:	\$0.00
Contract Title:	06.006, Mainenance Parts and Supplies
Vendor(s):	Accel Project Systems Appliance Parts Company Arizona Machinery Ewing Irrigation Ferguson Enterprises Glendale Steel Nelson Hollad Six Points Hardware Tempe Power Equipment
Board Approval	August 23, 2006
Proposed Extention	Fourth and Final
Renewal Options Remaining:	None
Proposed 2010-2011 Expenditures:	To be used on an as-needed basis.
Expended 2009-2010:	\$45,589.72

**2010-2011 proposed budget capacity for Nutrition Services is \$9,600,000.000**

Contract Title:	08.025, Food Service Preventative Maintenance Program
Vendor(s):	Legacy Air Reliable Refrigeration
Board Approval	July 10, 2008
Proposed Extention	Second
Renewal Options Remaining:	Two
Proposed 2010-2011 Expenditures:	To be used on an as-needed basis.
Expended 2009-2010:	\$325.54
Contract Title:	08.028, Nutrition Service Kitchen Equipment and Smallwares
Vendor(s):	Andrews Restaurant Supply Arizona Restaurant Supply Hubert Company National Restaurant Supply Standard Restaurant Equipment Swabs-AZ
Board Approval	August 14, 2008
Proposed Extention	Second
Renewal Options Remaining:	Two
Proposed 2010-2011 Expenditures:	To be used on an as-needed basis.
Expended 2009-2010:	\$75,612.82

**2010-2011 proposed M&O budget capacity for Governing Board/Administrative Services is \$37,210.93**

Contract Title:	07.058, Polling/Research Consulting Services
Vendor(s):	WestGroup Research
Board Approval	August 14, 2008
Proposed Extention	Second
Renewal Options Remaining:	Two
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: July 8, 2010 Information  
AGENDA ITEM: \*Fee Schedule for 2010-2011 1st Reading

INITIATED BY: David Velazquez, Finance Director  
SUBMITTED BY: Cathy Thompson, Director of Business Services

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: 15-342 (24)

**SUPPORTING DATA**

Funding Source: N/A  
Budgeted: N/A

Arizona Revised Statute 15-342.24 authorizes the Governing Board to assess reasonable fees for optional extracurricular activities and programs conducted when school is not in session, except that no fees shall be charged for pupils' access to or use of computers or related materials. These fees are to be approved at a public meeting after notice has been given to all parents of pupils enrolled at schools in the district and shall not exceed the actual costs of the activities, programs, services, equipment or materials.

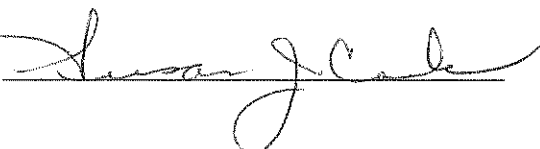
The only recommended change to the fee schedule for next year is the addition of an Instrument Rental Fee of \$20.00 per school year. Attached is a form detailing the fees to be assessed for the 2010-2011 school year. Also included is a fee determination sheet to be used for those activities for which the fee is based on the actual cost of the activity – such as out-of-state field trips.

Statute also permits the Governing Board to authorize principals to waive all or part of the assessed fee for extracurricular activities if the fee creates economic hardship for a pupil. It is recommended that principals be authorized to waive extracurricular fees in the event of economic hardship for a pupil. A memorandum has been received from the Arizona Department of Education, Health and Nutrition Services dated June 16, 2010, indicating that the income eligibility guidelines used by staff when considering a waiver of fees has been delayed. Said memorandum has instructed us to continue to use the current 2009-2010 income eligibility guidelines until further notice. A copy of the 2009-2010 income eligibility guidelines have been attached for reference. This chart allows for consistency throughout the District regarding fee waivers – final decision is at the discretion of the Principal.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the fee schedule for 2010-2011 as presented and authorize principals, if necessary, to waive all or part of the assessed fee for a student to participate in any activity.

Superintendent



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

Agenda Item \*II.K.

**PROPOSED FEE SCHEDULE**  
Washington Elementary School District  
2010-2011 School Year

To be presented to Governing Board for approval on July 8, 2010

Arizona Revised Statute 15-342.24 authorizes the Governing Board to assess reasonable fees for optional extracurricular activities and programs conducted when school is not in session, except that no fees shall be charged for pupils' access to or use of computers or related materials. These fees shall not exceed the actual costs of the activities, programs, services, equipment or materials.

**Extra-Curricular Activities**      *(optional, non-credit, educational activities which supplement the education program of the school – fee shall not exceed the per-student cost of the activity)*

Minimum Fee	\$ 1.00
Maximum Fee	\$25.00

**Athletic Participation Fees** (per sport)

5-6 Grades	\$15.00
7-8 Grades	\$25.00

**Instrument Rental Fee** (per school year)      \$20.00

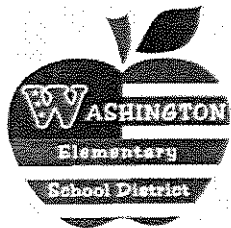
**Student Activity Card/Sticker** (not to exceed) \$10.00  
*(payment of this fee allows student admission to school athletic events requiring admission fees)*

**ID Replacement Card**      \$ 3.00

**PE Lock Replacement**      \$ 5.00

Principals are authorized to waive all or part of any assessed fees if the fee creates economic hardship for a pupil. Please contact the office at your child's school if payment of assessed fees might create a hardship for your family.





WASHINGTON ELEMENTARY SCHOOL DISTRICT #6

EXTRACURRICULAR ACTIVITY COST ANALYSIS FORM

TYPE OF ACTIVITY: \_\_\_\_\_

(ie: field trip, assembly, after-school program, etc.)

DATE(S) OF ACTIVITY: \_\_\_\_\_

PARTICIPATING GROUP: \_\_\_\_\_

(ie: 1st grade, Mr. Jones' class, entire school, etc.)

INDIVIDUAL REQUESTING ACTIVITY: \_\_\_\_\_

COSTS ASSOCIATED WITH ACTIVITY (if applicable):

STIPEND (base stipend plus benefits): \$ \_\_\_\_\_

MATERIALS/SUPPLIES: WAREHOUSE: \_\_\_\_\_

OUTSIDE VENDOR: \_\_\_\_\_

EQUIPMENT: \_\_\_\_\_

ENTRANCE FEES: \_\_\_\_\_

TRANSPORTATION COSTS: DISTRICT BUS: \_\_\_\_\_

CHARTER BUS: \_\_\_\_\_

FOOD: \_\_\_\_\_

TRAVEL AGENCY FEES: \_\_\_\_\_

SUBSTITUTE COSTS: \_\_\_\_\_

OTHER: \_\_\_\_\_

OTHER: \_\_\_\_\_

TOTAL COSTS: \$ \_\_\_\_\_

ESTIMATED # STUDENTS PARTICIPATING: \_\_\_\_\_

TOTAL COST PER STUDENT: \$ \_\_\_\_\_

Individual Requesting Activity

Principal (Administrator) Approval

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Washington Elementary School District #6**  
**Fee Waiver Application**  
**2010/2011**

Student Name \_\_\_\_\_ ID Number \_\_\_\_\_ School \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Household Size \_\_\_\_\_ Income \_\_\_\_\_

The following Income Chart will be used to determine your family's eligibility for assistance in paying student fees.

**Income Chart**

<u>Household Size</u>	<u>Annual</u>	<u>Monthly</u>	<u>Weekly</u>
1	\$20,036	\$1,670	\$386
2	\$26,955	\$2,247	\$519
3	\$33,874	\$2,823	\$652
4	\$40,793	\$3,400	\$785
5	\$47,712	\$3,976	\$918
6	\$54,631	\$4,553	\$1,051
7	\$61,550	\$5,130	\$1,184
8	\$68,469	\$5,706	\$1,317
For each additional family member add	+\$6,919	+\$577	+\$134

If your household income is at or below the amount(s) on the income chart, you may receive an 80% waiver of fees.  
At the district discretion of the principal, the entire fee may be waived.

If you qualify for a waiver of fees, complete this application and submit it to the school office along with written proof of your income level.

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date

THE INFORMATION YOU PROVIDE WILL BE USED ONLY TO VERIFY ELIGIBILITY FOR FINANCIAL ASSISTANCE.  
THE INFORMATION PROVIDED WILL REMAIN CONFIDENTIAL.



**Distrito Escolar Washington #6**  
**Petición para Exoneración de Estipendio**  
**2010/2011**

Estudiante \_\_\_\_\_ # de Identificación \_\_\_\_\_ Escuela \_\_\_\_\_

Dirección \_\_\_\_\_

Número de personas en la familia \_\_\_\_\_ Ingresos \_\_\_\_\_

La siguiente Lista de Ingresos se utilizará para determinar la elegibilidad para asistencia en pagar los estipendios estudiantiles.

**Lista de Ingresos**

<u># de Personas/Casa</u>	<u>Anual</u>	<u>Mensual</u>	<u>Semanal</u>
1	\$20,036	\$1,670	\$386
2	\$26,955	\$2,247	\$519
3	\$33,874	\$2,823	\$652
4	\$40,793	\$3,400	\$785
5	\$47,712	\$3,976	\$918
6	\$54,631	\$4,553	\$1,051
7	\$61,550	\$5,130	\$1,184
8	\$68,469	\$5,706	\$1,317
Para cada miembro de la familia adicional agregue	+\$6,919	+\$577	+\$134

Si sus ingresos son menos de las cantidades en la lista, pudiesen recibir un 80% de descuento en los estipendios.  
A la discreción del director, el estipendio total pudiese ser exonerado.

Si califican para una exoneración de estipendios, favor de completar y someter esta petición a la oficina de la escuela junto con copias de una prueba de sus ingresos.

\_\_\_\_\_  
Firma de uno de los Padres o Guardián

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Firma del Director(a)

\_\_\_\_\_  
Fecha

LA INFORMACIÓN PROVISTA SE USARÁ ÚNICAMENTE PARA VERIFICAR LA ELEGIBILIDAD PARA ASISTENCIA FINANCIERA.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: July 8, 2010 Information  
AGENDA ITEM: \*Addendum to the Food Program Permanent Service Agreement for the Fresh Fruit and Vegetable Program 1st Reading  
INITIATED BY: Connie Parmenter, RD SUBMITTED BY: Connie Parmenter, RD  
Director of Nutrition Services Director of Nutrition Services  
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

**SUPPORTING DATA**

Funding Source: N/A  
Budgeted: N/A

On June 12, 2008, the Governing Board approved the Food Program Permanent Service Agreement with the Arizona Department of Education for participation in the Child Nutrition Programs. This is an Addendum to the Agreement to include participation in the Fresh Fruit and Vegetable Program for the 2010-2011 school year for Desert View Elementary School, Mountain View Elementary School, Roadrunner Elementary School and Washington Elementary School.

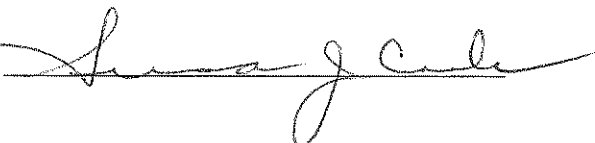
The Fresh Fruit and Vegetable program provides all children and staff in participating schools with a free fresh fruit or vegetable snack during the school day.

This Addendum has been reviewed by District Legal Counsel.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the Addendum to the Food Program Permanent Service Agreement for the Fresh Fruit and Vegetable Program.

Superintendent



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

Agenda Item \*II.L.



State of Arizona  
Department of Education

**Tom Horne**  
Superintendent of  
Public Instruction

Addendum to Food Program Permanent Service Agreement  
State Agency – Local Education Agency Agreement  
Fresh Fruit and Vegetable Program

This agreement is between the **Arizona Department of Education** and **Washington Elementary District** and covers the period from July 1, 2010 to June 30, 2011.

The undersigned has the authority to enter this Agreement to participate in the Fresh Fruit and Vegetable Program (FFVP) as authorized by Public Law 110-234 and Section 19 of the National School Lunch Act.

- A. It is mutually agreed between the State Agency and Local Education Agency (LEA) that:
1. The Local Education Agency agrees that the funds will only be used for the purposes authorized by Section 19 of the National School Lunch Act.
  2. The Local Education Agency agrees to abide by all of the requirements for administering the Program as stated in Section 19 of the National School Lunch Act.
  3. The Local Education Agency agrees to provide funds to the approved school(s), namely, **Desert View Elementary School, Mountain View Elementary School, Roadrunner Elementary School** and **Washington Elementary School**, under its jurisdiction for the service of approved fresh fruits and vegetables in accordance with local, State, and Federal regulations and requirements.
  4. The Local Education Agency agrees that the schools identified in section 3 of this paragraph will implement the program in accordance with the plan outlined in the signed application for the Fresh Fruit and Vegetable Program.

*This institution is an equal opportunity provider.*

B. General Conditions

1. This Agreement is non-transferable.
2. Neither the State Agency nor the Local Education Agency has an obligation to renew this agreement.

Signatures

\_\_\_\_\_  
State Agency

\_\_\_\_\_  
Local Education Agency

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

THIS ARRANGEMENT does not constitute the entire agreement between the parties with respect to subject matter thereof.

*This institution is an equal opportunity provider.*

---

Arizona Department of Education - Health and Nutrition Services  
Mailing Address: 1535 W Jefferson St, Bin 7  
Phoenix, AZ 85007  
602-542-8790

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: July 8, 2010 Information  
AGENDA ITEM: \*Agreement to Provide Summer Meals to Christown YMCA 1st Reading  
INITIATED BY: Connie Parmenter, RD SUBMITTED BY: Connie Parmenter, RD  
Director of Nutrition Services Director of Nutrition Services  
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

**SUPPORTING DATA**

Funding Source: Federal Reimbursement  
Budgeted: N/A

The purpose of the Agreement is to enable the Washington Elementary School District to provide summer meals to eligible children at the Christown YMCA. The Summer Food Service Program reimburses sponsors for free meals served to children from the ages of 1 – 18 years of age at approved meal sites in low-income areas.

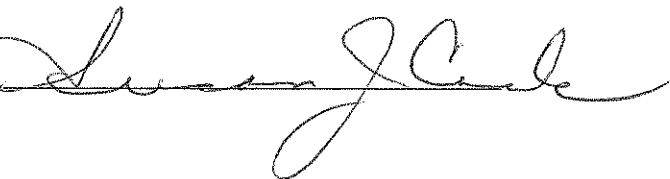
All costs associated with the service will be supported by Federal Reimbursement for the Summer Meal Program.

The agreement has been reviewed by District Legal Counsel.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the Agreement with the Christown YMCA to provide meals during Summer 2010 and authorize the Superintendent to execute the Agreement on behalf of the District.

Superintendent



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

Agenda Item \*II.M.

## **AGREEMENT TO PROVIDE SUMMER MEALS FOR 2010**

**Washington Elementary School District No. 6 (WESD) and Christown YMCA 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 YMCA participants. This program is to be made available Monday through Friday, July 9<sup>th</sup> – July 30<sup>th</sup>, 2010 and is to be supported by Federal Reimbursement for eligible meals.

**C. DURATION OF AGREEMENT:**

This agreement shall be in effect from July 6, 2010 through July 30, 2010, unless earlier terminated as hereafter provided.

**D. CONDITIONS OF AGREEMENT:**

1. Washington Elementary School District shall provide meals to the Christown YMCA 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 the center by Washington Elementary School District at a designated time.
4. Meals for the summer meal program will be provided to all eligible 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 the Washington Elementary School District assures that each meal provided to the 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 and the Christown YMCA.



7. The staff at Christown YMCA 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 Christown YMCA will comply with civil rights laws and regulations.
11. Washington Elementary School District will include the Christown YMCA in its application 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:**

Christown YMCA  
5517 N. 17<sup>th</sup> Ave.  
Phoenix, AZ 85015

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

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

By: \_\_\_\_\_  
Its: Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Director of Nutrition Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board           X           Action  
FROM: Dr. Susan J. Cook, Superintendent                                  Discussion  
DATE: July 8, 2010                                  Information  
AGENDA ITEM: \*Renewal of Federal Work-Study Program Agreement with The Bryman School of Arizona                                  1st Reading  
INITIATED BY: Mary Lou Palmer, Principal, SUBMITTED BY: D. Rex Shumway, Legal Counsel  
Moon Mountain Elementary School  
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:           BBA          

**SUPPORTING DATA**

Funding Source: N/A  
Budgeted: N/A

On May 28 2009, the Governing Board authorized the renewal of the Federal Work-Study Program Agreement that described a partnership between Moon Mountain Elementary School and The Bryman School of Arizona, for the purpose of providing work to The Bryman School of Arizona students who are eligible for the Federal Work-Study Program. That Agreement expires on June 1, 2010 and the parties desire to renew the Agreement for an additional one year period and to expand the program to include all schools in the Mountain Sky Region. The participating schools are John Jacobs, Lookout Mountain, Moon Mountain, and Shaw Butte. Under this Agreement, eligible students from The Bryman School of Arizona will be made available to perform tutoring for students in both reading and math.

Staff will train and supervise the students to ensure that the students are provided with quality assistance. All Bryman students are required to comply with District Policies and Regulations, including fingerprint clearance/background checks. The schools may initiate reassignment or removal of an assigned Bryman student and will not be responsible for neither transportation nor compensation for assigned Bryman students. There is no cost to the District.

The Agreement has been reviewed by District Legal Counsel.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the Federal Work-Study Program Agreement with The Bryman School of Arizona and authorize the Superintendent to execute the necessary documents.

Superintendent 

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

Agenda Item \*II.N.

**The Bryman School of Arizona  
2250 West Peoria Avenue Suite A100  
Phoenix, AZ 85029**

**FEDERAL WORK-STUDY PROGRAM AGREEMENT**

This agreement is entered into between The Bryman School of Arizona, hereinafter know as the "Institution," and Washington Elementary School District #6, hereinafter know as the "Organization," for the purpose of providing work to student eligible for the Federal Work-Study Program (FWS).

Schedules to be attached to this agreement from time to time must be signed by an authorized official of the Institution and Organization. These attachments will set forth: (1) brief descriptions of the work to be performed by the students under this agreement; (2) total number of students to be employed; (3) the hourly rates of pay; and (4) the average number of hours per week each student will be used.

The Institution will inform the Organization of the maximum number of hours per week a student may work and the length of time the project is expected to run.

Students will be made available to the Organization by the Institution to perform specific work assignments. Students may be removed from work on a particular assignment or from the organization by the Institution, either on its own initiative or at the request of the Organization. The Organization agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, national origin, or sex. The Organization further agrees that it will comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 86-352; 78 Stat 252), Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implements those Acts.

Transportation for students to and from their work assignments will not be provided by either the Institution or the Organization.

The Institution is considered the employer. The Organization is considered the supervisor for purposes of this agreement. The Institution has the right to control and direct the services of the students, not only as to the result to be accomplished, but also as to the means by which the result is to be accomplished. The Institution determines whether the students meet the eligibility requirements for employment under the Federal Work-Study Program and assigns students to work for the Organization. The Organization determines that the students do, in fact, perform their work.

Compensation of students for work performed on a project under this agreement will be disbursed and all payments due as an employer's contribution under the State or local workers' compensation laws, under the Federal or State social security laws, or under the other applicable laws, will be made by the Institution.

All students assigned by the Institution are required to have fingerprint clear cards consistent with the policies and regulations of the Organization. The Institution shall require all students to comply with all policies, regulations, and procedures of the Organization.

The Institution shall provide and maintain proof of comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage and naming the Organization as an additional insured party.

The Institution to indemnify and hold the Organization harmless against all claims, demands, suits, awards and judgments made or recovered by any persons or agencies due to the actions of the Institution or its employees, agents and/or assigned students during the performance of services under this Agreement.

Either party may terminate this Agreement without cause or penalty by giving the other party 30 days written notice of the intent to terminate this Agreement.

This Agreement shall be effective from the date both parties sign this Agreement until June 30, 2011, unless terminated earlier as outlined in this Agreement.

**The Bryman School of Arizona**

By   
Its CAMPUS PRESIDENT

Date 6/28/10

**Washington Elementary School District**

By \_\_\_\_\_  
Its \_\_\_\_\_

Date \_\_\_\_\_

6/2/09 Final

# WASHINGTON ELEMENTARY SCHOOL DISTRICT #6

TO: Governing Board X Action  
 FROM: Dr. Susan J. Cook, Superintendent X Discussion  
 DATE: July 8, 2010            Information  
 AGENDA ITEM: Public Hearing - Expenditure Budget for 2010-2011            1st Reading

INITIATED BY: David Velazquez, Director of Finance SUBMITTED BY: Cathy Thompson, Director of Business Services

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA, ARS 15-905.E

## SUPPORTING DATA

Funding Source: Various  
 Budgeted: Yes

Pursuant to A.R.S. 15-905.E, following a public budget hearing, the Governing Board shall adopt an annual expenditure budget. The action must take place no later than July 15, 2010.

The attached expenditure budget, which was proposed, approved and advertised, will be presented for adoption. The budget being submitted for adoption has been prepared utilizing school district budget forms provided by the Arizona Auditor General.

Items to be submitted to the Arizona Department of Education with the Adopted Expenditure Budget include the following:

- Expenditure Budget, Supplements, and Summary
- Budget Worksheets

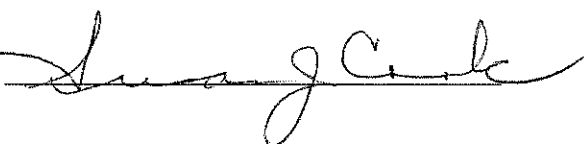
In addition, each school district governing board that budgets expenditures for desegregation must also approve and submit the following forms for fiscal year 2010-2011:

- District-wide and school-by-school budget supplement
- Form for activity or magnet type programs
- Verification reporting requirement form

## SUMMARY AND RECOMMENDATION

No action required.

Superintendent



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

Agenda Item IV.A.

WASHINGTON ELEMENTARY SCHOOL DISTRICT #6

TO: Governing Board   X   Action  
  X   Discussion  
FROM: Dr. Susan J. Cook, Superintendent            Information  
           1st Reading  
DATE: July 8, 2010  
AGENDA ITEM: Expenditure Budget for 2010-2011  
INITIATED BY: David Velazquez, Director of Finance SUBMITTED BY: Cathy Thompson, Director of Business Services  
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA, ARS 15-905.E

**SUPPORTING DATA**

Funding Source: Various  
Budgeted: Yes

Pursuant to A.R.S. 15-905.E, following a public budget hearing, the Governing Board shall adopt an annual expenditure budget. The action must take place no later than July 15, 2010.

The attached expenditure budget, which was proposed, approved and advertised, will be presented for adoption. The budget being submitted for adoption has been prepared utilizing school district budget forms provided by the Arizona Auditor General.

Items to be submitted to the Arizona Department of Education with the Adopted Expenditure Budget include the following:

- Expenditure Budget, Supplements, and Summary
- Budget Worksheets

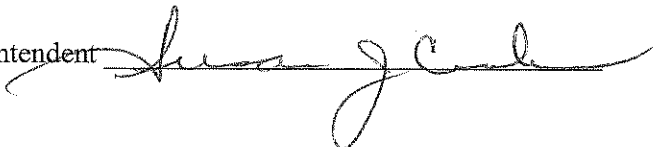
In addition, each school district governing board that budgets expenditures for desegregation must also approve and submit the following forms for fiscal year 2010-2011:

- District-wide and school-by-school budget supplement
- Form for activity or magnet type programs
- Verification reporting requirement form

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board adopt the 2010-2011 Proposed Budget, and approve and verify the Desegregation Budget Supplement and Verification Report.

Superintendent



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

Agenda Item VII.A.



## FUND 001 (M&amp;O)

## MAINTENANCE AND OPERATION FUND

Expenditures	No. of Personnel		Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500	Supplies 6600	Debt Service and Miscellaneous 6800	Totals		% Increase/ Decrease
	Current FY	Budget FY						Current FY 2010	Budget FY 2011	
100 Regular Education										
1000 Classroom Instruction	944.49	800.19	35,551,278	11,252,236	14,350	723,156	0	50,500,751	47,541,020	-5.9% 1.
2000 Support Services										
2100 Students	57.75	56.25	1,996,357	655,909	5,095	6,400	0	2,777,362	2,663,761	-4.1% 2.
2200 Instructional Staff	38.86	60.11	2,195,357	724,364	23,400	23,705	0	3,040,170	2,966,826	-2.4% 3.
2300 General Administration	13.80	15.80	777,385	188,200	343,519	21,300	13,291	1,445,681	1,343,725	-7.1% 4.
2400 School Administration	135.63	134.50	5,744,783	1,733,756	23,113	23,113	0	7,395,695	7,324,763	-0.9% 5.
2500 Central Services	34.73	65.43	2,890,426	850,920	23,830	101,350	10,230	4,306,057	4,088,756	-5.0% 6.
2600 Operation & Maintenance of Plant	223.69	221.09	5,828,362	2,029,973	4,389,332	6,144,804	9,200	18,132,443	18,401,671	0.4% 7.
2900 Other	0.00	0.00	0	0	0	0	0	0	0	0.0% 8.
3000 Operation of Noninstructional Services	8.70	8.70	203,329	81,525	0	0	0	282,611	284,854	0.8% 9.
5000 Debt Service (1)	0.00	0.00	0	0	0	0	0	23,000	0	-100.0% 10.
6100 School-Sponsored Curricular Activities	0.00	0.00	0	0	0	0	0	0	0	0.0% 11.
6200 School-Sponsored Athletics	0.00	0.00	151,781	27,321	0	0	0	173,561	179,102	3.2% 12.
6300, 700, 800, 900 Other Programs	0.00	0.00	0	0	0	0	0	0	0	0.0% 13.
Regular Education Subtotal (lines 1-13)	1,499.67	1,422.09	55,339,058	17,544,234	5,034,639	7,043,828	32,721	88,479,333	84,994,380	-3.9% 14.
200 Special Education										
1000 Classroom Instruction	310.92	315.24	10,026,949	3,580,606	3,356,481	109,999	0	16,854,800	17,074,035	1.3% 15.
2000 Support Services										
2100 Students	100.56	109.56	6,743,087	1,853,769	779,085	36,386	900	9,059,934	9,403,227	3.8% 16.
2200 Instructional Staff	3.35	2.30	204,389	53,456	44,282	15,307	2,150	496,006	319,384	-35.6% 17.
2300 General Administration	0.00	0.00	0	0	0	0	0	0	0	0.0% 18.
2400 School Administration	0.00	0.00	0	0	0	0	0	0	0	0.0% 19.
2500 Central Services	0.00	0.00	0	0	0	0	0	24,221	0	-100.0% 20.
2600 Operation & Maintenance of Plant	0.00	0.00	1,900	352	3,000	0	0	5,361	5,252	-2.0% 21.
2900 Other	0.00	0.00	0	0	0	0	0	0	0	0.0% 22.
3000 Operation of Noninstructional Services	0.00	0.00	0	0	0	0	0	0	0	0.0% 23.
Subtotal (lines 15-23)	414.83	427.30	16,966,325	5,488,183	4,182,848	161,692	3,050	26,440,322	26,802,098	1.4% 24.
300 Special Education Disability ESEA, Title VIII (from Supplement, page 1, line 10)	0.00	0.00	0	0	0	0	0	0	0	0.0% 25.
400 Pupil Transportation										
2700 Student Transportation	188.00	188.22	4,210,292	1,884,197	796,067	910,550	3,500	8,296,091	7,804,606	-5.9% 26.
510 Desegregation (from Districtwide Desegregation Budget, page 2, line 44)	125.15	114.82	4,833,897	1,461,312	26,069	28,522	200	6,350,000	6,350,000	0.0% 27.
520 Special K-3 Program Override (from Supplement, page 1, line 20)	69.50	97.00	4,047,672	1,242,420	0	0	0	3,584,549	5,290,092	47.6% 28.
530 Dropout Prevention Programs (from Supplement, page 1, line 30)	0.00	0.00	0	0	0	0	0	0	0	0.0% 29.
540 Joint Career and Technical Education and Vocational Education Center (from Supplement, page 1, line 30)	0.00	0.00	0	0	0	0	0	0	0	0.0% 30.
Total Expenditures (lines 14, and 24-30) (Cannot exceed page 7, line 10)	2,297.15	2,249.43	85,397,244	27,620,346	10,039,623	8,144,592	39,471	133,150,295	131,241,276	-1.4% 31.

(1) Function code 5000, object code 6820-Judgments Against the District should be used to budget for excessive property tax valuation judgments to be paid in FY 2011. This amount should also be included on page 7, line 8(i).



## SPECIAL EDUCATION PROGRAMS BY TYPE (M&amp;O Fund Only)

(A.R.S. §15-761)	Program 200	Current FY	Total	Program 200	Budget FY	Budget FY	Total
1. Autism	1,938,987	1,938,987	2,244,083	2,244,083	2,244,083	2,244,083	2,244,083
2. Emotional Disability	1,464,758	1,464,758	1,784,771	1,784,771	1,784,771	1,784,771	1,784,771
3. Hearing Impairment	543,204	543,204	475,081	475,081	475,081	475,081	475,081
4. Other Health Impairments	1,400,182	1,400,182	1,469,635	1,469,635	1,469,635	1,469,635	1,469,635
5. Specific Learning Disability	5,708,214	5,708,214	5,641,721	5,641,721	5,641,721	5,641,721	5,641,721
6. Mild, Moderate or Severe Mental Retard.	1,733,947	1,733,947	1,977,576	1,977,576	1,977,576	1,977,576	1,977,576
7. Multiple Disabilities	368,282	368,282	375,676	375,676	375,676	375,676	375,676
8. Multiple Disabilities with S.S.I.*	198,353	198,353	164,547	164,547	164,547	164,547	164,547
9. Orthopedic Impairment	832,172	832,172	1,053,048	1,053,048	1,053,048	1,053,048	1,053,048
10. Developmental Delay	1,546,454	1,546,454	1,738,908	1,738,908	1,738,908	1,738,908	1,738,908
11. Preschool Severe Delay	734,996	734,996	501,588	501,588	501,588	501,588	501,588
12. Speech/Language Impairment	7,973,656	7,973,656	6,981,862	6,981,862	6,981,862	6,981,862	6,981,862
13. Traumatic Brain Injury	75,258	75,258	42,126	42,126	42,126	42,126	42,126
14. Visual Impairment	457,112	457,112	314,417	314,417	314,417	314,417	314,417
15. Subtotal (lines 1 through 14)	24,995,575	24,995,575	24,985,039	24,985,039	24,985,039	24,985,039	24,985,039
16. Gifted Education	1,230,557	1,230,557	1,432,470	1,432,470	1,432,470	1,432,470	1,432,470
17. Remedial Education	197,761	197,761	384,589	384,589	384,589	384,589	384,589
18. ELL Incremental Costs	16,429	16,429	0	0	0	0	0
19. ELL Compensatory Instruction	0	0	0	0	0	0	0
20. Vocational and Technological Education	0	0	0	0	0	0	0
21. Career Education	0	0	0	0	0	0	0
22. Total (lines 15 through 21. Must equal total of lines 24 & 25, page 1) (1)	26,440,322	26,440,322	26,802,098	26,802,098	26,802,098	26,802,098	26,802,098

\* Severe Sensory Impairment

## Proposed Ratios for Special Education

(A.R.S. §§15-903.E.1 and 15-764.A.5)

Teacher-Pupil 1 to 12  
Staff-Pupil 1 to 10

## Estimated FTE Certified Employees

(A.R.S. §15-903.E.2)

Current FY	Budget FY
1,369.95	1,476.15

## M&amp;O DETAIL BY OBJECT CODE

	Utilities 6411, 6421, 6531, 6621-25	Tuition Out Debt Svc. 6565	Audit Services 6350
1. Regular Education	7,936,350		50,400
2. Special Education	3,000		
3. Spec. Ed. Dis. ESEA, Title VIII			
4. Pupil Transportation	32,000	400	
5. Desegregation			
6. Special K-3 Program Override			
7. Dropout Prevention Programs			
8. Joint Career & Tech. Ed. & Voc. Ed.			
9. Subtotal (lines 1-8)	7,971,350	0	50,400
10. School Plant Lease over 1 yr. Fund 500			
11. School Plant Lease 1 yr. or less Fund 505			
12. Total (lines 9-11)	7,971,350	0	50,400

\* Include program codes 100, 610, 620, 630, 700, 800, and 900. (M&amp;O Fund only)

## FY 2011 Performance Pay (A.R.S. §15-920)

Amount Budgeted in M&amp;O Fund for a Performance Pay Component

Do not report budgeted amounts for the Performance Pay Component of the Classroom Site Fund on this line.

## Average Daily Membership

A. FY 2010 Average Daily Membership: Resident	21,658,349	Attending	21,647,871
B. FY 2009 Average Daily Membership: Resident	21,958,309	Attending	21,938,630

## Expenditures Budgeted in the M&amp;O Fund for Food Service

Enter the amount budgeted in M&amp;O for Food Service (Fund 001, Function 3100)

(This amount will be used to determine district compliance with state matching requirements pursuant to Code of Federal Regulations (CFR) Title 7, §210.17(a))

## Estimated Transportation Revenues for FY 2011

Enter the estimated transportation revenues (object code 1400) to be received

\$	26,000
----	--------

(1) Program 200 Budget FY column total (line 22) should agree to page 1, line 24. Total Current FY and Budget FY expenditures by program type totals (line 22) must agree with the total for Programs 200 and 300 expenditures on page 1, lines 24 and 25.

## DISTRICT NAME Washington Elementary School District No. 6

COUNTY Maricopa

CTD NUMBER 070406000

VERSION Adopted

Expenditures	Salaries 4100	Employee Benefits 4200	Purchased Services 6300, 6400, 6500 (1)	Supplies 6600	Other Interest 6800 (2)	Totals Current FY 2010	Budget FY 2011	% Increase/ Decrease
<b>Classroom Site Fund 011 - Base Salary</b>								
1000 Classroom Instruction	1,095,681	189,936				1,463,173	1,216,617	-16.5%
2100 Support Services - Students	19,409	3,597				30,087	23,000	-23.5%
2200 Support Services - Instructional Staff	29,534	5,466				44,834	35,020	-21.6%
Program 100 Subtotal (lines 1-3)	1,075,644	199,993				1,338,114	1,224,637	-17.5%
200 Special Education								
1000 Classroom Instruction	222,267	41,675				322,365	266,942	-17.2%
2100 Support Services - Students	98,681	16,407				152,653	105,988	-31.2%
2200 Support Services - Instructional Staff	2,470	458				3,536	2,924	-17.3%
Program 200 Subtotal (lines 5-7)	310,418	58,540				478,556	374,958	-21.6%
Other Programs (Specify)								
1000 Classroom Instruction								
2100 Support Services - Students								
2200 Support Services - Instructional Staff								
Other Programs Subtotal (lines 9-11)								
Total Expenditures (lines 4, 8, and 12)	1,392,063	257,533				2,016,670	1,640,535	-18.2%
<b>Classroom Site Fund 012 - Performance Pay</b>								
100 Regular Education								
1000 Classroom Instruction	1,837,453	318,076				2,631,907	2,145,531	-17.2%
2100 Support Services - Students	32,606	3,927				45,827	37,963	-17.2%
2200 Support Services - Instructional Staff	115,138	21,300				171,778	176,428	-2.7%
Program 100 Subtotal (lines 14-16)	1,975,637	352,303				2,586,165	2,239,922	-13.4%
200 Special Education								
1000 Classroom Instruction	914,665	76,714				996,799	491,379	-50.2%
2100 Support Services - Students	133,580	24,782				158,732	158,732	0.0%
2200 Support Services - Instructional Staff	3,003	555				3,703	3,588	-3.1%
Program 200 Subtotal (lines 18-20)	551,618	102,051				645,668	653,669	-1.2%
Other Programs (Specify) 310, 314, 320								
1000 Classroom Instruction	254,163	47,020				301,183	301,183	0.0%
2100 Support Services - Students								
2200 Support Services - Instructional Staff								
Other Programs Subtotal (lines 22-24)	254,163	47,020				301,183	301,183	0.0%
Total Expenditures (lines 17, 21, and 25)	2,780,398	514,377				3,451,773	2,894,715	-16.5%
<b>Classroom Site Fund 013 - Other</b>								
100 Regular Education								
1000 Classroom Instruction	2,057,239	379,649				2,932,812	2,433,088	-17.0%
2100 Support Services - Students	38,816	7,182				60,398	45,998	-23.7%
2200 Support Services - Instructional Staff	49,107	10,934				89,903	70,041	-22.1%
Program 100 Subtotal (lines 27-29)	2,155,162	397,765				3,083,127	2,549,127	-17.3%
200 Special Education								
1000 Classroom Instruction	490,507	93,744				666,155	593,851	-10.9%
2100 Support Services - Students	177,312	32,809				210,101	210,101	0.0%
2200 Support Services - Instructional Staff	4,941	913				7,088	5,854	-17.4%
Program 200 Subtotal (lines 31-33)	672,800	117,066				829,229	799,806	-3.7%
330 Dropout Prevention Program								
1000 Classroom Instruction								
Other Programs (Specify)								
1000 Classroom Instruction								
2100 Support Services - Students								
2200 Support Services - Instructional Staff								
Other Programs Subtotal (lines 36-38)								
Total Expenditures (lines 30, 34, 35, and 38)	2,792,962	515,031				4,042,256	3,398,993	-16.4%
Total Classroom Site Funds (lines 17, 25, and 35)	6,576,422	1,286,941				9,510,659	8,243,163	-13.3%

(1) For FY 2011, the district has budgeted \$ \_\_\_\_\_ in Fund 010, object code 0900 for Classroom Site Fund pass-through payments to district-sponsored charter schools. This amount is not included in the amounts reported for Fund 013.

(2) Include amounts budgeted for registered warrant expense in Funds 011, 012, and 013 on lines 13, 26, and 39, respectively.

## FUNDS 610 AND 625

## UNRESTRICTED CAPITAL OUTLAY AND SOFT CAPITAL ALLOCATION FUNDS

Expenditures	Rentals 6440	Library Books, Textbooks, & Instructional Aids (2) 6641-6643	Property (2) 6700	Redemption of Principal (3) 6830	Interest (4) 6840, 6850	All Other Object Codes (excluding 6900)	Totals		% Increase/ Decrease
							Current FY 2010	Budget FY 2011	
<b>Unrestricted Capital Outlay Override (1)</b>									
1000 Instruction		714,000	2,203,053				1,800,514	2,917,053	0.0%
2000 Support Services									
2100, 2200 Students and Instructional Staff							2,496		62.0%
2300, 2400, 2500, 2900 Administration			110,805				1,826,238	116,805	-100.0%
2600 Operation & Maintenance of Plant			144,300			20,000	645,057	164,300	-93.9%
2700 Student Transportation			436,520				681,472	436,520	-74.5%
3000 Operation of Noninstructional Services (5)							0	0	-35.9%
4000 Facilities Acquisition and Construction							0	0	0.0%
5000 Debt Service			163,951			926,551	2,857,952	1,090,502	-61.8%
Total Unrestricted Capital Outlay Fund (lines 2-9)		714,000	3,058,629	207,459	47,438	946,551	8,667,747	254,897	0.3%
<b>Soft Capital Allocation Fund 625</b>									
1000 Instruction	0	1,999,822	50,000				1,920,592	2,049,822	6.2%
2000 Support Services									
2100, 2200 Students and Instructional Staff							13,501	0	-100.0%
2300, 2400, 2500, 2900 Administration							200	0	-100.0%
2600 Operation & Maintenance of Plant							0	0	0.0%
2700 Student Transportation							0	0	0.0%
3000 Operation of Noninstructional Services (5)							0	0	0.0%
4000 Facilities Acquisition and Construction							0	0	0.0%
5000 Debt Service							441,840	441,398	-0.1%
Total Soft Capital Allocation Fund (lines 11-18)	0	1,999,822	50,000	365,152	76,246	0	2,385,133	2,491,220	4.4%

(1) Amounts in the Unrestricted Capital Outlay Override line 1 above must be included in the appropriate individual line items for Fund 610 and in the Budget Year Total Column.

(2) Detail by object code:

	Unrestricted Capital Outlay	Soft Capital Allocation
6641 Library Books		\$ 7,357
6642 Textbooks		3,980
6643 Instructional Aids	700,000	123,534
6731 Furniture and Equipment	275,000	35,713
6734 Vehicles	75,000	0
6737 Tech Hardware & Software	130,000	15,940

(3) Includes principal on Capital Equity Fund loans of

(4) Includes interest on Capital Equity Fund loans of

, principal on capital leases of \$ 572,611 , and principal on bonds of

, interest on capital leases of \$ 123,684 , and interest on bonds of

(5) Expenditures Budgeted in Unrestricted Capital Outlay (UCO) and Soft Capital Allocation (SCA) Funds for Food Service

Enter the amount budgeted in UCO and SCA for Food Service  
[Amounts will be used to determine district compliance with state  
matching requirements pursuant to CPR Title 7, §210.17(a)]

## BOND BUILDING AND CAPITAL FUNDS

Expenditures	Salaries 6100	Employee Benefits 6200	Property (1) 6700	Redemption of Principal 6830	Other Interest 6850	All Other Object Codes (excluding 6900)	Current FY 2010	Totals Budget FY 2011	% Increase/ Decrease	Renovation (2)	New Construction (2)
<b>Bond Building Fund 630</b>											
1000 Instruction									0.0%		
2000 Support Services									0.0%		
2100, 2200 Students and Instructional Staff									0.0%		
2300, 2400, 2500, 2900 Administration									0.0%		
2600 Operation & Maintenance of Plant									0.0%		
2700 Student Transportation									0.0%		
3000 Operation of Noninstructional Services									0.0%		
4000 Facilities Acquisition and Construction									0.0%		
5000 Debt Service									0.0%		
Total Bond Building Fund Expenditures (lines 1-8)							5,278,071	1,037,639	-80.3%		
<b>Building Renewal Fund 690</b>											
1000 Instruction									0.0%		
2000 Support Services									0.0%		
2100, 2200 Students and Instructional Staff									0.0%		
2300, 2400, 2500, 2900 Administration									0.0%		
2600 Operation & Maintenance of Plant							580,345	0	-100.0%		
2700 Student Transportation							0	0	0.0%		
3000 Operation of Noninstructional Services							0	0	0.0%		
4000 Facilities Acquisition and Construction							1,149,332	637,614	-44.5%		
5000 Debt Service							0	0	0.0%		
Total Building Renewal Fund Expenditures (lines 10-17)							1,729,697	637,614	-63.1%		
<b>New School Facilities Fund 695</b>											
1000 Instruction									0.0%		
2000 Support Services									0.0%		
2100, 2200 Students and Instructional Staff									0.0%		
2300, 2400, 2500, 2900 Administration									0.0%		
2600 Operation & Maintenance of Plant							0	0	0.0%		
2700 Student Transportation							0	0	0.0%		
3000 Operation of Noninstructional Services							0	0	0.0%		
4000 Facilities Acquisition and Construction							0	0	0.0%		
5000 Debt Service							0	0	0.0%		
Total New School Facilities Fund Expenditures (lines 19-26)							0	0	0.0%		

(1) The original acquisition of fixed equipment is coded to function 4000. The cost of replacing fixed equipment is coded to function 2600. Nonfixed equipment, if any, allowed by the School Facilities Board guidelines to be purchased from the Building Renewal Fund is coded to function 1000-4000, based on its purpose.

(2) The budgeted expenditures for renovation and new construction are shown by fund to comply with A.R.S. §15-904.B.

## SPECIAL PROJECTS

	NO. OF PERSONNEL		TOTAL ALL FUNCTIONS	
	Current FY	Budget FY	Current FY	Budget FY
1. 100-130 ESEA Title I - Helping Disadvantaged Children	6000	139.38	162.85	15,841,037
2. 140-150 ESEA Title II - Prof. Dev. and Technology	6000	4.67	4.67	1,671,160
3. 160 ESEA Title IV - 21st Century Schools	6000	2.94	2.79	2,412,447
4. 170-180 ESEA Title V - Promote Informed Parent Choice	6000	0.00	0.00	0
5. 190 ESEA Title III - Limited Eng. & Immigrant Students	6000	10.18	8.45	1,333,156
6. 200 ESEA Title VII - Indian Education	6000	2.75	2.75	139,102
7. 210 ESEA Title VI - Flexibility and Accountability	6000	0.00	0.00	0
8. 220 IDEA Part B	6000	184.02	177.84	7,871,125
9. 230 Johnson-O'Malley	6000	0.00	0.00	0
10. 240 Workforce Investment Act	6000	0.00	0.00	0
11. 250 AEA - Adult Education	6000	0.00	0.00	0
12. 260-270 Vocational Education - Basic Grants	6000	0.00	0.00	0
13. 280 ESEA Title X - Homeless Education	6000	1.15	1.15	152,405
14. 290 Medicaid Reimbursement	6000	16.00	14.33	2,835,745
15. 300-399 Other Federal Projects (Besides E-rate & Impact Aid)	6000			650,000
16. 3 Impact Aid	6000	1.50	1.75	978,388
17. 300-399 Other Federal Projects (Besides E-rate & Impact Aid)	6000	362.59	376.56	33,121,177
18. Total Federal Project Funds (lines 1-17)				
19. 400 Vocational Education	6000	0.00	0.00	0
20. 410 Early Childhood Block Grant	6000	15.44	0.00	294,987
21. 420 Ext. School Yr. - Pupils with Disabilities	6000	0.00	0.00	0
22. 425 Adult Basic Education	6000	0.00	0.00	0
23. 430 Chemical Abuse Prevention Programs	6000	0.00	0.00	10,328
24. 435 Academic Contests	6000	0.00	0.00	0
25. 445 Dropout Prevention Program (grades 4-12)	6000	0.00	0.00	0
26. 450 Gifted Education	6000	0.65	0.00	27,272
27. 455 Family Literacy Program	6000	0.00	0.00	0
28. 460 Environmental Special Plate	6000	0.00	0.00	0
29. 465-499 Other State Projects	6000	0.00	0.00	0
30. Total State Project Funds (lines 19-29)	6000	16.09	0.00	182,582
31. Total Special Projects (lines 18 and 30)		378.68	376.56	33,749,734

## STATE PROJECTS

## INSTRUCTIONAL IMPROVEMENT FUND (020)

	Current FY	Budget FY
1. Teacher Compensation Increases	6000	0
2. Class Size Reduction	6000	0
3. Dropout Prevention Programs (M&O purposes)	6000	788,033
4. Instructional Improvement Programs (M&O purposes)	6000	0
5. Total Instructional Improvement Fund (lines 1-4)		788,033

## OTHER FUNDS (DO NOT Add to Aggregate)

	Current FY	Budget FY
1. 050 County, City, and Town Grants	6000	24,000
2. 060 Full-Day Kindergarten	6000	0

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## OTHER FUNDS (concl'd) (DO NOT Add to Aggregate)

	Current FY	Budget FY
3. 065 Full-Day Kindergarten Capital	6000	0
4. 071 Structured English Immersion (1)	6000	0
5. 072 Compensatory Instruction (1)	6000	792,240
6. 500 School Plant (Lease over 1 year) (2)	6000	168,534
7. 505 School Plant (Lease 1 year or less)	6000	0
8. 506 School Plant (Sale)	6000	498,831
9. 510 Food Service	6000	13,858,091
10. 515 Civic Center	6000	600,644
11. 520 Community School	6000	3,277,155
12. 525 Auxiliary Operations	6000	677,309
13. 526 Extracurricular Activities Fees Tax Credit	6000	1,070,919
14. 530 Gifts and Donations	6000	552,051
15. 535 Career & Tech. Ed. & Voc. Ed. Projects	6000	21,016
16. 540 Fingerprint	6000	0
17. 545 School Opening	6000	113,406
18. 550 Insurance Proceeds	6000	50,909
19. 555 Textbooks	6000	721,777
20. 565 Litigation Recovery	6000	2,098,294
21. 570 Indirect Costs	6000	0
22. 575 Unemployment Insurance	6000	0
23. 580 Teacherage	6000	0
24. 585 Insurance Refund	6000	0
25. 590 Grants and Gifts to Teachers	6000	25,778
26. 595 Advertisement	6000	91,943
27. 596 Joint Technical Education	6000	0
28. 620 Adjacent Ways	6000	2,383,133
29. 639 Impact Aid Revenue Bond Building	6000	0
30. 640 School Plant - Special Construction	6000	0
31. 650 Gifts and Donations	6000	7,688
32. 660 Condemnation	6000	0
33. 665 Energy and Water Savings	6000	0
34. 686 Emergency Deficiencies Correction	6000	0
35. 691 Building Renewal Grant	6000	0
36. 700 Debt Service	6000	16,000,000
37. 720 Impact Aid Revenue Bond Debt Service	6000	0
38. 750 Permanent	6000	0
39. Other	6000	0
INTERNAL SERVICE FUNDS 950-989		
1. 951, 952, 953 Self-Insurance	6000	27,711,629
2. 955 Intergovernmental Agreements (3)	6000	3,780,994
3. 900-999	6000	0
4. 902, 954 Alternative Fuel, Print Service Fund	6000	1,190,032

- (1) From Supplement, page 3, line 10 and line 20, respectively.  
 (2) Indicate amount budgeted in Fund 500 for M&O purposes  
 (3) If other funds are used for IGAs, include activity here.

**CALCULATION OF FY 2011 GENERAL BUDGET LIMIT**  
**(A.R.S. §15-947.C)**

		<b>A. Maintenance and Operation</b>	<b>B. Unrestricted Capital Outlay</b>
1. (a) FY 2011 Revenue Control Limit (RCL) (from Work Sheet E, line VIII, or Work Sheet F, line IV)	\$ 100,680,620		
* (b) Plus Adjustment for Growth (1)			
* (c) Increase or (Decrease) in 03 District High School Tuition Payments (A.R.S. §15-905.J) (1)			
(d) Adjusted RCL	\$ 100,680,620	\$ 100,680,620	\$ 0
2. FY 2011 Capital Outlay Revenue Limit (CORL) (A.R.S. §15-961) (from Work Sheet II, line VII.G)	\$ 4,888,055	3,910,444	977,611
3. FY 2011 Override Authorization (A.R.S. §§15-481 and 15-482) (2)			
* (a) Maintenance and Operation (3)		10,580,184	
(b) Unrestricted Capital Outlay (3)			0
* (c) Special Program (3)(4)		5,290,092	0
*4. Small School Adjustment for Districts with a Student Count of 125 or less in K-8 or 100 or less in 9-12 (A.R.S. §15-949) (If phase-down applies, see Work Sheets K and K2) (5) (6)		0	0
*5. Tuition Revenue (A.R.S. §§15-823 and 15-824)			
Local			
(a) Private		0	0
(b) Other Arizona Districts		0	0
(c) Out-of-State Districts		0	0
State			
(d) Certificates of Educational Convenience (A.R.S. §§15-825, 15-825.01, and 15-825.02)		93,428	0
*6. State Assistance (A.R.S. §15-976)		0	0
*7. Increase Authorized by County School Superintendent for Accommodation Schools (from Work Sheet S, line II.B.5) (A.R.S. §15-974.B) (6)		0	
8. Budget Increase for: (6)			
(a) Desegregation Expenditures (ARS §15-910.G-K) (7)		6,350,000	0
(b) Tuition Out Debt Service (from all Work Sheets O, line VI) (A.R.S. §15-910.L)		0	
* (c) Budget Balance Carryforward (from Work Sheet M, line 12) (A.R.S. §15-943.01)		4,289,508	
(d) Dropout Prevention Programs (Laws 1992, Ch. 305, §32 and Laws 2000, Ch. 398, §2)		0	
* (e) Assistance for Education (A.R.S. §15-973.01) (1)		0	0
* (f) Interest Expense Incurred for FY 2010 and 2011 due to Deferred State Aid Payments (Laws 2009, 3rd S.S., Ch. 12, §59)		47,000	0
(g) Registered Warrant or Tax Anticipation Note Interest Expense Incurred in FY 2009 (A.R.S. §15-910.M)		0	0
* (h) Joint Career and Technical Education and Vocational Education Center (A.R.S. §15-910.01)			
* (i) FY 2010 Career Ladder Unexpended Budget Carryforward (from Work Sheet M, line 6.f) (A.R.S. §15-918.04.C)		0	
* (j) FY 2010 Optional Performance Incentive Program Unexpended Budget Carryforward (from Work Sheet M, line 6.g) (A.R.S. §15-919.04)		0	
* (k) FY 2010 Performance Pay Unexpended Budget Carryforward (from Work Sheet M, line 6.h) (A.R.S. §15-920)		0	
(l) Excessive Property Tax Valuation Judgments (A.R.S. §§42-16213 and 42-16214) (8)			
(m) Transportation Revenues for Attendance of Nonresident Pupils (A.R.S. §15-947)			
*9. Adjustment to the General Budget Limit (A.R.S. §§15-105, 15-272, 15-905.M, 15-910.02, and 15-915) (Do not use this line as a subtotal)		0	
10. FY 2011 General Budget Limit (column A, lines 1 through 9) (A.R.S. §15-905.F) (page 1, line 31 cannot exceed this amount)		\$ 131,241,276	
11. Total Amount to be Used for Capital Expenditures (column B, lines 1 through 8) (A.R.S. §15-905.F) (to page 8, line A.11)			\$ 977,611

\* Subject to adjustment prior to May 15 as allowed by A.R.S. and described in the budget revision memo to be issued in April 2011.

- (1) For budget adoption, this line should be left blank.
- (2) For lines 3(a)-(c), see instructions for information on calculating override amounts. If the RCL is reduced after the budget adoption, the M&O and Special Program override amounts may need to be reduced.
- (3) Do not include any overrides authorized to use excess Impact Aid cash on these lines.
- (4) Any existing Special K-3 Program overrides, approved by voters prior to November 24, 2009, or any new Special Program overrides established by A.R.S. §15-482, as amended by Laws 2010, Ch. 179, §2 should be included on this line.
- (5) Small school districts budgeting pursuant to A.R.S. §15-949.A must include an amount on this line to ensure that page 1, line 31 does not exceed the GBL for M&O.
- (6) Do not include amounts on lines 4, 7 and 8(a)(b)(d)(g) for expenditures that are to be made from the Impact Aid Fund, as established by Laws 2010, Ch. 332, §16. Work Sheet L should be completed for the Impact Aid Fund.
- (7) In accordance with A.R.S. §15-910.K, the total amount of desegregation expenditures budgeted in the M&O and UCO Funds cannot exceed the amount budgeted in FY 2009.
- (8) Excessive property tax valuation judgments per A.R.S. §§42-16213 and 42-16214 should also be included on page 1, line 10.

**UNRESTRICTED CAPITAL BUDGET LIMIT, SOFT CAPITAL ALLOCATION LIMIT, AND CLASSROOM SITE FUND BUDGET LIMIT (A.R.S. §15-947.D and .E and A.R.S. §15-978)**

**CALCULATION OF UNRESTRICTED CAPITAL BUDGET LIMIT**

A. 1. Total Amount Available for FY 2010 Capital Expenditures (from FY 2010 latest revised Budget, page 8, line A.14)	\$ 8,067,747
2. Total Unrestricted Capital Budget Limit (UCBL) Adjustment for prior years as notified by ADE on BUDG75 report (For budget adoption, use zero. Show negative amount in parentheses.) (1)	\$ 0
3. Adjusted Amount Available for FY 2010 Capital Expenditures (line A.1 + A.2)	\$ 8,067,747
4. Amount Budgeted in Fund 610 in FY 2010 (from FY 2010 latest revised Budget, page 4, line 10)	\$ 8,067,747
5. Lesser of lines A.3 or A.4	\$ 8,067,747
6. FY 2010 Fund 610 Actual Expenditures (For budget adoption use actual expenditures to date plus estimated expenditures through the end of the fiscal year.)	\$ 4,109,480
7. Unexpended Budget Balance in Fund 610 (line A.5 minus A.6) If negative, use zero in calculation, but show negative amount here in parentheses.	\$ 3,958,267
8. Interest Earned in Fund 610 in FY 2010	\$ 38,199
9. Monies deposited in Fund 610 from School Facilities Board for donated land (A.R.S. §15-2041.F)	\$
10. Adjustment to UCBL for FY 2011 (A.R.S. §15-905.M)	\$ 0
11. Amount to be Used for Capital Expenditures (from page 7, line 11)	\$ 977,611
12. FY 2011 Unrestricted Capital Budget Limit (lines A.7 through A. 11) (2)	\$ 4,974,077

**CALCULATION OF SOFT CAPITAL ALLOCATION LIMIT**

B. 1. FY 2010 Soft Capital Allocation Limit (SCAL) (from FY 2010 latest revised Budget, page 8, line B.12)	\$ 2,385,133
2. Total SCAL Adjustment for prior years as notified by ADE on BUDG75 report (For budget adoption, use zero. Show negative amount in parentheses.) (1)	\$
3. Adjusted FY 2010 SCAL (line B.1 + B.2)	\$ 2,385,133
4. Amount Budgeted in Fund 625 in FY 2010 (from FY 2010 latest revised Budget, page 4, line 19)	\$ 2,385,133
5. Lesser of lines B.3 or B.4	\$ 2,385,133
6. FY 2010 Fund 625 Actual Expenditures (For budget adoption use actual expenditures to date plus estimated expenditures through fiscal year-end.)	\$ 627,000
7. Unexpended Budget Balance in Fund 625 (line B.5 minus B.6) If negative, use zero in calculation, but show negative amount here in parentheses.	\$ 1,758,133
8. Interest Earned in Fund 625 in FY 2010	\$
9. Soft Capital Allocation (from Work Sheet I, line V.G)	\$ 4,871,600
10. Capital Transportation Adjustment Approved by State Board of Education (A.R.S. §15-963.B)	\$
11. Adjustment to SCAL for FY 2011 (A.R.S. §15-905.M)	\$ (4,138,513)
12. FY 2011 Soft Capital Allocation Limit (Add lines B.7 through B.11) (3)	\$ 2,491,220

**CALCULATION OF CLASSROOM SITE FUND BUDGET LIMIT**

C. 1. FY 2010 Classroom Site Fund Budget Limit (from FY 2010 latest revised Budget, page 8, line C.7)	\$ 9,510,701
2. FY 2010 Classroom Site Fund Actual Expenditures (For budget adoption use actual expenditures to date plus estimated expenditures through fiscal year-end.)	\$ 4,286,157
3. Unexpended Budget Balance in Classroom Site Fund (line C.1 minus C.2)	\$ 5,224,544
4. Interest Earned in the Classroom Site Fund in FY 2010	\$ 2,281
5. FY 2011 Classroom Site Fund Allocation (provided by ADE, based on \$120) (4)	\$ 3,016,538
6. Adjustments to FY 2011 Classroom Site Fund Budget Limit (5)	\$ 0
7. FY 2011 Classroom Site Fund Budget Limit (Sum of lines C.3 through C.6) (6)	\$ 8,243,363

- (1) Amounts included on these lines must be negative. Positive adjustments approved by ADE in accordance with A.R.S. §15-915 should be included on line A.10 for the Unrestricted Capital Outlay Fund and on line B.11 for the Soft Capital Allocation Fund.
- (2) The amount budgeted on page 4, line 10 cannot exceed this amount.
- (3) The amount budgeted on page 4, line 19 cannot exceed this amount.
- (4) In accordance with A.R.S. §15-977(G)(1), the per pupil amount is calculated based on estimated available resources in the Classroom Site Fund for the budget year and adjusted for prior year revenue carryforwards or shortfalls. However, actual payments to districts may differ from the estimated per pupil Classroom Site Fund allocation.
- (5) This line may be used to recapture lost CSF budget capacity that resulted from underbudgeting in prior fiscal years.
- (6) The sum of the amounts budgeted on page 3, line 40 and footnote (1) on that page, cannot exceed this amount.

Use the table below to calculate the amounts for Page 8, section C. These calculations need not be printed as an official part of the budget forms.

	Fund 011	Fund 012	Fund 013	Payments to Charter Schools	Total Fund 010
1. FY 2010 Classroom Site Fund Budget Limit (from FY 2010 latest revised Budget, page 8, line 7 of the table)	2,016,672	3,451,774	4,042,255	0	9,510,701
2. FY 2010 Actual Expenditures (For budget adoption use actual expenditures to date plus estimated expenditures through the end of the fiscal year.)	971,934	1,361,295	1,952,928		4,286,157
3. Unexpended Budget Balance (line 1 minus 2)	1,044,738	2,090,479	2,089,327	0	5,224,544
4. Interest Earned in FY 2010	1,551	(2,320)	3,050		2,281
5. FY 2011 Classroom Site Fund Allocation (provided by ADE, based on \$120) Enter the total allocation in the Total Fund 010 column. Funds 011, 012, and 013 will automatically calculate.	603,308	1,206,616	1,206,616		3,016,538
6. Adjustments to FY 2011 Classroom Site Fund Budget Limit *					0
7. FY 2011 Classroom Site Fund Budget Limit (Sum of lines 3 through 6) **	1,649,597	3,294,775	3,298,993	0	8,243,363

\* This line may be used to recapture lost CSF budget capacity that resulted from underbudgeting in prior fiscal years.

\*\* The amounts budgeted on page 3, lines 13, 26, 39, and footnote (i) should not exceed the amounts on this line.



FY 2011  
STATE OF ARIZONA



SUPPLEMENT  
TO  
SCHOOL DISTRICT ANNUAL EXPENDITURE BUDGET  
FOR  
SPECIAL EDUCATION DISABILITY ESEA, TITLE VIII  
SPECIAL K-3 PROGRAM OVERRIDE (A.R.S. §15-903.D and Laws 2010, Ch. 179, §4)  
JOINT CAREER AND TECHNICAL EDUCATION AND VOCATIONAL EDUCATION CENTER (A.R.S. §15-910.01)  
ENGLISH LANGUAGE LEARNERS (A.R.S. §§15-756.04 and 15-756.11)  
STATE FISCAL STABILIZATION FUND (Laws 2010, 7<sup>th</sup> S.S., Ch. 1, §145)

M&O Fund Supplement	Expenditures	No. of Personnel		Salaries	Employee Benefits	Purchased Services	Supplies	Debt Service and Miscellaneous	Totals		% Increase/Decrease
		Current FY	Budget FY						Current FY	Budget FY	
300 Special Education Disability ESEA, Title VIII											
1000 Classroom Instruction	1.	0.00							0	0	0.0%
2000 Support Services	2.	0.00							0	0	0.0%
2100 Students	3.	0.00							0	0	0.0%
2200 Instructional Staff	4.	0.00							0	0	0.0%
2300 General Administration	5.	0.00							0	0	0.0%
2400 School Administration	6.	0.00							0	0	0.0%
2500 Central Services	7.	0.00							0	0	0.0%
2600 Operation & Maintenance of Plant	8.	0.00							0	0	0.0%
2900 Other	9.	0.00							0	0	0.0%
3000 Operation of Noninstructional Services	10.	0.00	0.00	0	0	0	0	0	0	0	0.0%
Subtotal (lines 1-9) (to Budget, page 1, line 25)											
520 Special K-3 Program Override											
1000 Classroom Instruction	11.	69.50	97.00	4,047,672	1,242,420				3,584,549	5,290,092	47.6%
2000 Support Services	12.	0.00							0	0	0.0%
2100 Students	13.	0.00							0	0	0.0%
2200 Instructional Staff	14.	0.00							0	0	0.0%
2300 General Administration	15.	0.00							0	0	0.0%
2400 School Administration	16.	0.00							0	0	0.0%
2500 Central Services	17.	0.00							0	0	0.0%
2600 Operation & Maintenance of Plant	18.	0.00							0	0	0.0%
2900 Other	19.	0.00							0	0	0.0%
3000 Operation of Noninstructional Services	20.	69.50	97.00	4,047,672	1,242,420	0	0	0	3,584,549	5,290,092	47.6%
Subtotal (lines 11-19) (to Budget, page 1, line 28)											
540 Joint Career and Technical Education & Vocational Education Center											
1000 Classroom Instruction	21.	0.00							0	0	0.0%
2000 Support Services	22.	0.00							0	0	0.0%
2100 Students	23.	0.00							0	0	0.0%
2200 Instructional Staff	24.	0.00							0	0	0.0%
2300 General Administration	25.	0.00							0	0	0.0%
2400 School Administration	26.	0.00							0	0	0.0%
2500 Central Services	27.	0.00							0	0	0.0%
2600 Operation & Maintenance of Plant	28.	0.00							0	0	0.0%
2900 Other	29.	0.00							0	0	0.0%
3000 Operation of Noninstructional Services	30.	0.00	0.00	0	0	0	0	0	0	0	0.0%
Subtotal (lines 21-29) (to Budget, page 1, line 30)											

Unrestricted Capital Outlay Fund Supplement Expenditures	Rentals 6440	Library Books, Textbooks, & Instructional Aids 6641-6643	Property 6700	Redemption of Principal 6830	Interest 6840, 6850	All Other Object Codes (excluding 6900)	Totals		% Increase/ Decrease
							Current FY 2010	Budget FY 2011	
300 Special Education Disability ESEA, Title VIII									
1000 Classroom Instruction							0	0	0.0% 31.
2000 Support Services							0	0	0.0% 32.
3000 Operation of Noninstructional Services							0	0	0.0% 33.
4000 Facilities Acquisition & Construction							0	0	0.0% 34.
5000 Debt Service							0	0	0.0% 35.
Subtotal (lines 31-35)	0	0	0	0	0	0	0	0	0.0% 36.
520 Special K-3 Program Override									
1000 Classroom Instruction							0	0	0.0% 37.
2000 Support Services							0	0	0.0% 38.
3000 Operation of Noninstructional Services							0	0	0.0% 39.
4000 Facilities Acquisition & Construction							0	0	0.0% 40.
5000 Debt Service							0	0	0.0% 41.
Subtotal (lines 37-41)	0	0	0	0	0	0	0	0	0.0% 42.
540 Joint Career and Technical Education & Vocational Education Center									
1000 Classroom Instruction							0	0	0.0% 43.
2000 Support Services							0	0	0.0% 44.
3000 Operation of Noninstructional Services							0	0	0.0% 45.
4000 Facilities Acquisition & Construction							0	0	0.0% 46.
5000 Debt Service							0	0	0.0% 47.
Subtotal (lines 43-47)	0	0	0	0	0	0	0	0	0.0% 48.
Total (lines 36, 42, & 48) (Include in Fund 610 Budget, page 4, lines 2-9)	0	0	0	0	0	0	0	0	0.0% 49.

English Language Learners Supplement Expenditures	No. of Personnel	Current FY	Budget FY	Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500	Supplies 6600	Property 6700	Debt Service and Miscellaneous 6800	Totals		% Increase/ Decrease
										Current FY 2010	Budget FY 2011	
<b>Structured English Immersion Fund 071</b>												
1000 Classroom Instruction	1.	0.00								0	0	0.0%
2000 Support Services	2.	0.00								0	0	0.0%
2100 Students	3.	0.00								0	0	0.0%
2200 Instructional Staff	4.	0.00								0	0	0.0%
2300 General Administration	5.	0.00								0	0	0.0%
2400 School Administration	6.	0.00								0	0	0.0%
2500 Central Services	7.	0.00								0	0	0.0%
2600 Operation & Maintenance of Plant	8.	0.00								0	0	0.0%
2700 Student Transportation	9.	0.00								0	0	0.0%
2900 Other	10.	0.00	0.00	0	0	0	0	0	0	0	0	0.0%
<b>Total (lines 1-9) (to Budget, page 6, Other Funds, line 4)</b>										792,240	0	-100.0%
<b>Compensatory Instruction Fund 072</b>												
1000 Classroom Instruction	11.	0.00								0	0	0.0%
2000 Support Services	12.	0.00								0	0	0.0%
2100 Students	13.	0.00								0	0	0.0%
2200 Instructional Staff	14.	0.00								0	0	0.0%
2300 General Administration	15.	0.00								0	0	0.0%
2400 School Administration	16.	0.00								0	0	0.0%
2500 Central Services	17.	0.00								0	0	0.0%
2600 Operation & Maintenance of Plant	18.	0.00								0	0	0.0%
2700 Student Transportation	19.	0.00								0	0	0.0%
2900 Other	20.	0.00	0.00	0	0	0	0	0	0	792,240	0	-100.0%
<b>Total (lines 11-19) (to Budget, page 6, Other Funds, line 5)</b>										792,240	0	-100.0%

State Fiscal Stabilization Fund (SFSF) Monies Budgeted in M&O Fund 801 and Joint Technical Education Fund 596	No. of Personnel	Salaries	Employee Benefits	Purchased Services	Supplies	Debt Service and Miscellaneous	Totals		% Increase/Decrease
	Current FY	Budget FY	6100	6200	6300, 6400, 6500	6600	Current FY	Budget FY	
M&O Expenditures-SFSF									
199 Regular Education-SFSF	1.	0.00					8,420,619	0	-100.0%
261 English Language Learners Incremental Costs-SFSF	2.	0.00					0	0	0.0%
266 English Language Learners Compensatory Instruction-SFSF	3.	0.00					0	0	0.0%
271 Vocational and Technical Education-SFSF	4.	0.00					0	0	0.0%
281-299 Special Education Other-SFSF (disability and other categories)	5.	0.00					1,921,105	0	-100.0%
439, 479, 499 Pupil Transportation-SFSF	6.	0.00					393,832	0	-100.0%
699 Other Instructional Programs-SFSF	7.	0.00					0	0	0.0%
Total (lines 1-7) (Include in Budget, page 1, lines 1-10, 13, 15-23, and 26)	8.	0.00	0.00	0	0	0	10,735,556	0	-100.0%
Joint Technical Education Expenditures-SFSF									
271 Vocational and Technical Education-SFSF (Include in Budget, page 6, Other Funds, line 27)	9.							0	
State Fiscal Stabilization Fund (SFSF) Monies Budgeted in UCO and SCA Funds 610 and 625 and Joint Technical Education Fund 596									
UCO Expenditures-SFSF									
199 Regular Education-SFSF	10.						0	0	0.0%
261 English Language Learners Incremental Costs-SFSF	11.						0	0	0.0%
266 English Language Learners Compensatory Instruction-SFSF	12.						0	0	0.0%
271 Vocational and Technical Education-SFSF	13.						0	0	0.0%
281-299 Special Education Other-SFSF (disability and other categories)	14.						0	0	0.0%
439, 479, 499 Pupil Transportation-SFSF	15.						0	0	0.0%
699 Other Instructional Programs-SFSF	16.						0	0	0.0%
Total (lines 10-16) (Include in Fund 610 Budget, page 4, lines 2-9)	17.	0	0	0	0	0	0	0	0.0%
SCA Expenditures-SFSF									
199 Regular Education-SFSF	18.						0	0	0.0%
261 English Language Learners Incremental Costs-SFSF	19.						0	0	0.0%
266 English Language Learners Compensatory Instruction-SFSF	20.						0	0	0.0%
271 Vocational and Technical Education-SFSF	21.						0	0	0.0%
281-299 Special Education Other-SFSF (disability and other categories)	22.						0	0	0.0%
439, 479, 499 Pupil Transportation-SFSF	23.						0	0	0.0%
699 Other Instructional Programs-SFSF	24.						0	0	0.0%
Total (lines 18-24) (Include in Fund 625 Budget, page 4, lines 11-18)	25.	0	0	0	0	0	0	0	0.0%
Joint Technical Education Expenditures-SFSF									
271 Vocational and Technical Education-SFSF (Include in Budget, page 6, Other Funds, line 27)	26.							0	

## Districtwide Desegregation Budget, Fiscal Year 2011 [A.R.S. §15-910(J) and (K)]

M&O Fund (Concluded)	Expenditures	No. of Personnel		Salaries	Employee Benefits	Purchased Services 6300, 6400, 6500	Supplies	Debt Service & Miscellaneous 6800	Totals		% Increase/Decrease
		Current FY	Budget FY						Current FY 2010	Budget FY 2011	
515 Desegregation - ELL Compensatory Instruction	1000 Classroom Instruction	33.	0.00	0.00	0	0	0	0	0	0	0.0%
	2000 Support Services										
	2100 Students	34.	0.00	0.00	0	0	0	0	0	0	0.0%
	2200 Instructional Staff	35.	0.00	0.00	0	0	0	0	0	0	0.0%
	2300 General Administration	36.	0.00	0.00	0	0	0	0	0	0	0.0%
	2400 School Administration	37.	0.00	0.00	0	0	0	0	0	0	0.0%
	2500 Central Services	38.	0.00	0.00	0	0	0	0	0	0	0.0%
	2600 Operation & Maintenance of Plant	39.	0.00	0.00	0	0	0	0	0	0	0.0%
	2700 Student Transportation	40.	0.00	0.00	0	0	0	0	0	0	0.0%
	2900 Other	41.	0.00	0.00	0	0	0	0	0	0	0.0%
	3000 Operation of Noninstructional Services	42.	0.00	0.00	0	0	0	0	0	0	0.0%
	Subtotal (lines 33-42)	43.	0.00	0.00	0	0	0	0	0	0	0.0%
Total M&O Fund Desegregation (lines 10, 20, 21, 32, & 43) (to Budget, page 1, line 27)(I)		44.	123.15	114.82	4,833,897	1,461,312	26,069	28,522	6,350,000	6,350,000	0.0%

(I) In accordance with A.R.S. §15-910(K), the total amount budgeted for desegregation expenditures in the M&O, UCO, and IA Funds cannot exceed the amount budgeted in FY 2009.

## Desegregation Revenues A.R.S. §15-910(J)(3)(a), (h) &amp; (j):

Tax Levy:	\$ 6,350,000
Other (description):	\$
Other (description):	\$
Other (description):	\$

## Employees needed to conduct Desegregation activities

Teachers	Administrators	Others	Total
94	1	21	116

1. The date that the school district was determined to be out of compliance with Title VI of the Civil Rights Act of 1964 (42 United States Code Section 20006d) and the basis for that determination. A.R.S. §15-910(J)(3)(c)

2. The initial date that the school district began to levy property taxes to provide funding for desegregation expenses. A.R.S. §15-910(J) (3)(d)

3. An estimate of when the school district will be in compliance with the court order or administrative agreement. A.R.S. §15-910(J)(3)(e)

## Districtwide Desegregation Budget, Fiscal Year 2011 [A.R.S. §15-910(D) and (K)]

Unrestricted Capital Outlay (UCO) Fund Expenditures	Rentals 6440	Library Books, Textbooks, & Instructional Aids 6641-6643	Property 6700	Redemption of Principal 6830	Interest 6840, 6850	All Other Object Codes (excluding 6900)	Totals		% Increase/ Decrease
							Current FY 2010	Budget FY 2011	
<b>511 Desegregation - Regular Education</b>									
1000 Classroom Instruction							0	0	0.0%
2000 Support Services							0	0	0.0%
3000 Operation of Noninstructional Services							0	0	0.0%
4000 Facilities Acquisition & Construction							0	0	0.0%
5000 Debt Service							0	0	0.0%
Subtotal (lines 45-49)							0	0	0.0%
<b>512 Desegregation - Special Education</b>									
1000 Classroom Instruction							0	0	0.0%
2000 Support Services							0	0	0.0%
3000 Operation of Noninstructional Services							0	0	0.0%
4000 Facilities Acquisition & Construction							0	0	0.0%
5000 Debt Service							0	0	0.0%
Subtotal (lines 51-55)							0	0	0.0%
<b>513 Desegregation - Pupil Transportation</b>									
<b>514 Desegregation - ELL Incremental Costs</b>									
1000 Classroom Instruction									
2000 Support Services									
3000 Operation of Noninstructional Services									
4000 Facilities Acquisition & Construction									
5000 Debt Service									
Subtotal (lines 58-62)									
<b>515 Desegregation - ELL Compensatory Instruction</b>									
1000 Classroom Instruction									
2000 Support Services									
3000 Operation of Noninstructional Services									
4000 Facilities Acquisition & Construction									
5000 Debt Service									
Subtotal (lines 64-68)									
<b>Total UCO Fund Desegregation (lines 50, 56, 57, 63, &amp; 69) (Include in Fund 610 Budget page 4, lines 2-9) (2)</b>									

(2) In accordance with A.R.S. §15-910(K), the total amount budgeted for desegregation expenditures in the M&amp;O, UCO, and IA Funds cannot exceed the amount budgeted in FY 2009.

## Districtwide Desegregation Budget, Fiscal Year 2011 [A.R.S. §15-910(d) and (K)]

Maintenance and Operation (M&O) Fund Expenditures	No. of Personnel	Current FY	Budget FY	Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500	Supplies 6600	Debt Service & Miscellaneous 6800	Number of individual school budgets			% Increase/Decrease
									Current FY 2010	Budget FY 2011	Totals	
<b>511 Desegregation - Regular Education</b>												
1000 Classroom Instruction	71.90	65.32		2,604,338	799,017	4,224	12,230	0	3,356,682	3,419,829		1.9%
2000 Support Services												
2100 Students	0.50	0.00		123,500	22,848	15,845	0	0	146,931	162,193		10.4%
2200 Instructional Staff	4.25	3.00		195,985	51,998	4,000	14,272	200	268,652	265,855		-1.0%
2300 General Administration	0.00	0.00		0	0	0	0	0	0	0		0.0%
2400 School Administration	0.00	0.00		0	0	0	0	0	0	0		0.0%
2500 Central Services	0.00	0.00		0	0	2,000	2,000	0	4,000	4,000		0.0%
2600 Operation & Maintenance of Plant	0.00	0.00		0	0	0	0	0	0	0		0.0%
2900 Other	0.00	0.00		0	0	0	0	0	0	0		0.0%
3000 Operation of Noninstructional Services	0.00	0.00		0	0	0	0	0	0	0		0.0%
Subtotal (lines 1-9)	76.65	68.32		2,923,823	873,263	26,069	28,522	200	3,776,265	3,851,877		2.0%
<b>512 Desegregation - Special Education</b>												
1000 Classroom Instruction	0.00	0.00		0	0	0	0	0	0	0		0.0%
2000 Support Services												
2100 Students	0.00	0.00		0	0	0	0	0	0	0		0.0%
2200 Instructional Staff	0.00	0.00		0	0	0	0	0	0	0		0.0%
2300 General Administration	0.00	0.00		0	0	0	0	0	0	0		0.0%
2400 School Administration	0.00	0.00		0	0	0	0	0	0	0		0.0%
2500 Central Services	0.00	0.00		0	0	0	0	0	0	0		0.0%
2600 Operation & Maintenance of Plant	0.00	0.00		0	0	0	0	0	0	0		0.0%
2900 Other	0.00	0.00		0	0	0	0	0	0	0		0.0%
3000 Operation of Noninstructional Services	0.00	0.00		0	0	0	0	0	0	0		0.0%
Subtotal (lines 11-19)	0.00	0.00		0	0	0	0	0	0	0		0.0%
<b>513 Desegregation - Pupil Transportation</b>												
1000 Classroom Instruction	48.50	46.50		1,910,074	588,049	0	0	0	2,573,735	2,498,123		-2.9%
2000 Support Services												
2100 Students	0.00	0.00		0	0	0	0	0	0	0		0.0%
2200 Instructional Staff	0.00	0.00		0	0	0	0	0	0	0		0.0%
2300 General Administration	0.00	0.00		0	0	0	0	0	0	0		0.0%
2400 School Administration	0.00	0.00		0	0	0	0	0	0	0		0.0%
2500 Central Services	0.00	0.00		0	0	0	0	0	0	0		0.0%
2600 Operation & Maintenance of Plant	0.00	0.00		0	0	0	0	0	0	0		0.0%
2700 Student Transportation	0.00	0.00		0	0	0	0	0	0	0		0.0%
2900 Other	0.00	0.00		0	0	0	0	0	0	0		0.0%
3000 Operation of Noninstructional Services	0.00	0.00		0	0	0	0	0	0	0		0.0%
Subtotal (lines 22-31)	48.50	46.50		1,910,074	588,049	0	0	0	2,573,735	2,498,123		-2.9%

Rev. 6/10-FY 2011

NOTE: Federal Impact aid expenditures previously budgeted in the Maintenance and Operation or UCO Funds are now Budgeted in the IA Fund.





**BUDGET WORK SHEETS  
FOR FISCAL YEAR 2011**

**Denotes the worksheets necessary for WESD**

WORK SHEET TITLE	PAGE
A. Adjustment for Tuition Loss and Student Revenue Loss Phase-Down (Optional)	1
B. Support Level Weights and PSD-12 Weighted Student Counts	2
C. Base Support Level and Base Revenue Control Limit	3
D. Transportation Support Level and Transportation Revenue Control Limit	4
E. District Support Level and Revenue Control Limit	5
F. Consolidation/Unification Assistance	5
G. Soft Capital Allocation High School Student Count (Type 03)	5
H. Capital Outlay Revenue Limit	6
I. Soft Capital Allocation	7
J. Equalization Base and Assistance	8
K. Small School Adjustment Phase Down Limit	9
K2. Maximum Small School Adjustment Override	10
L. Impact Aid Fund (ESEA, Title VIII)	11
M. Maintenance and Operation Fund Budget Balance Carryforward	12
O. Tuition Out for High School Students	13
S. Equalization Assistance for an Accommodation School	14

**B. WORK SHEET FOR FY 2011 SUPPORT LEVEL WEIGHTS AND PSD-12 WEIGHTED STUDENT COUNTS**  
(A.R.S. §15-943)

The FY 2011 Student Counts used to determine the support level weight are obtained from:

A. ADE report "Recalculated State Aid ADM Counts - ADMS 46-1" for:

	K-8	9-12
1. FY 2011 Student Count (1) (4)	21,427.871	
2. District Sponsored Charter School Estimated ADM (2)	+	+
3. Total Student Count	= 21,427.871	= 0.000

B. SUPPORT LEVEL WEIGHTS TO BE USED FOR:	DISTRICTS DESIGNATED AS ISOLATED		DISTRICTS NOT DESIGNATED AS ISOLATED	
	K-8	9-12	K-8	9-12
Student Count 0.001-99.999 (1)				
Support Level Weight	1.559	1.669	1.399	1.559
Student Count 100.000-499.999				
Student Count Constant	500.000	500.000	500.000	500.000
FY 2011 Student Count (1)	-	-	-	-
Difference	=	=	=	=
Weight Adjustment Factor	X 0.0005	X 0.0005	X 0.0003	X 0.0004
Support Level Weight Increase	=	=	=	=
Support Level Weight	+ 1.358	+ 1.468	+ 1.278	+ 1.398
FY 2011 Adjusted Support Level Weight	=	=	=	=
Student Count 500.000-599.999				
Student Count Constant	600.000	600.000	600.000	600.000
FY 2011 Student Count (1)	-	-	-	-
Difference	=	=	=	=
Weight Adjustment Factor	X 0.0020	X 0.0020	X 0.0012	X 0.0013
Support Level Weight Increase	=	=	=	=
Support Level Weight	+ 1.158	+ 1.268	+ 1.158	+ 1.268
FY 2011 Adjusted Support Level Weight	=	=	=	=
Student Count 600.00 or More				
Support Level Weight			1.158	1.268

## C. PSD-12 WEIGHTED STUDENT COUNT (3)

i. PSD (preschool programs for children with disabilities)

2. District (from line A.1)

a. K-8

b. 9-12 (4)

3. Charter School (from line A.2)

a. K-8

b. 9-12

4. Total

a. K-8 (C.2.a + C.3.a)

b. 9-12 (C.2.b + C.3.b)

5. Total PSD-12 State Aid Student Count (C.1 + C.4.a + C.4.b)

FY 2011 Actual Student Count	x	Support Level Weight	=	Weighted Student Count
223.683	x	1.450	=	324.340
21,427.871	x	1.158	=	24,813.475
0.000	x		=	0.000
0.000	x	1.158	=	0.000
0.000	x	1.268	=	0.000
21,427.871				24,813.475
0.000				0.000
21,651.554				25,137.815

(1) Do not include any charter school student counts.

(2) Include on line A.2 pupils new to the district attending a district sponsored charter school and pupils who attended a district sponsored charter school in FY 2010 and will be attending a district sponsored charter school in FY 2011. For budget adoption, the district should use an estimated student count based on pupil registration at the charter school. After the 100th day, student count must equal the actual ADM as required by A.R.S. §15-185, not including charter school students who attended a district school other than a charter school in FY 2010.

(3) The FY 2011 student count used to determine the weighted student count for PSD is obtained from the ADE report "Recalculated State Aid ADM Counts - ADMS 46-1" for the 100th day, available on ADE's Web site. The student counts for K-8 and 9-12 should be obtained from lines A.1 and A.2.

(4) For Common School Districts not in a High School District (Type 03) include only high school students actually taught by the Type 03 district, if any.

**C. WORK SHEET FOR FY 2011 BASE SUPPORT LEVEL (BSL) AND BASE REVENUE CONTROL LIMIT (BRCL)**  
(A.R.S. §§15-943, as amended by Laws 2010, 7th S.S., Ch. 8, §3 and 15-944.E)

**WEIGHTED STUDENT COUNT**

	FY 2011 Actual Student Count	x	Support Level Weight	=	Weighted Student Count
I. A. Total PSD-12 State Aid Student Count (from Work Sheet B, line C.5)	21,651.554				25,137.815
B. Student Count Add-ons (1)					
1. Hearing Impairment	48.580	x	4.771	=	231.775
2. K-3	9,021.405	x	0.060	=	541.284
3. English Learners (ELL)	3,905.214	x	0.115	=	449.100
4. MD-R, A-R, and SMR-R (2)	56.567	x	6.024	=	340.760
5. MD-SC, A-SC and SMR-SC (3)	148.490	x	5.833	=	866.142
6. Multiple Disabilities Severe Sensory Impairment	12.000	x	7.947	=	95.364
7. Orthopedic Impairment (Resource)	16.240	x	3.158	=	51.286
8. Orthopedic Impairment (Self Contained)	32.140	x	6.773	=	217.684
9. Preschool-Severe Delayed	85.380	x	3.595	=	306.941
10. DD, ED, MIMR, SLD, SLI, & OHI (4)	2,520.134	x	0.003	=	7.560
11. Emotionally Disabled (Private)	35.420	x	4.822	=	170.795
12. Moderate Mental Retardation	73.360	x	4.421	=	324.325
13. Visual Impairment	19.123	x	4.806	=	91.905
14. Total Add-on Count (I.B.1 through I.B.13)	15,974.053				3,694.921
II. Total Weighted Student Count					28,832.736 (I.A + I.B.14, this column)

**CALCULATION OF FY 2011 BSL AND BRCL**

III. Total Weighted Student Count (from II. above)				28,832.736
IV. A. Base Level Amount <u>\$3,267.72</u> - To include Teacher Compensation, use Base Level of <u>\$3,308.57</u>				
For Career Ladder and Optional Performance Incentive Program districts, add increase of				
% approved by the district governing board (A.R.S. §§15-918, 15-918.04, 15-919 and 15-919.04) (11)				\$ 3,308.57
B. Increase for 200 Days of Instruction (5)				\$ 0.00
C. Adjusted FY 2011 Base Level Amount (line IV.A + IV.B) (to Work Sheet K, line I.G and II.G)				\$ 3,308.57
V. Result (III x IV.C)				\$ 95,395,125.35
VI. Teacher Experience Index (TEI) (6) (If actual TEI is less than 1.0000 use 1.0000)				1.0077
VII. Result (V x VI)				\$ 96,129,667.82
VIII. Increase for Tuition Loss Adjustment (from all copies of Work Sheet A, line I.I)				\$ 0.00
IX. Increase for Student Revenue Loss Phase-Down (from Work Sheet A, line II)				\$ 0.00
X. Increase for Career Ladder (A.R.S. §15-918.04) (11)				\$ 0.00
XI. FY 2009 Nonfederal Audit Service Actual Expenditures (7) \$ 48,985.00 x 1.00				\$ 48,985.00
XII. Decreases for Charter School Federal and State Monies Received (8)				\$ 0.00
XIII. Decrease for Charter School Nonparticipation Adjustment (9)				\$ 0.00
XIV. Other Reductions: (10)				\$
XV. FY 2011 BSL and BRCL (sum lines VII through XI minus lines XII, XIII, and XIV) (to Work Sheet E, line I)				\$ 96,178,652.82

- (1) The FY 2011 student counts to determine the Add-On weighted counts should be obtained from the following ADE reports:
- |                            |  |
|----------------------------|--|
| Add-On Category            | ADE Report Name  |
| K-3                        | "ADMS 46-1—Recalculated State Aid ADM Counts"            |
| ELL                        | "ELLS 28-1—Student Counts for Use in Budget Preparation" |
| Children with Disabilities | "SPED 28—Student Counts for Use in Budget Preparation"   |
- (2) MD - R (Multiple Disabilities - Resource), A - R (Autism - Resource), and SMR - R (Severe Mental Retardation - Resource)
- (3) MD - SC (Multiple Disabilities - Self-contained), A - SC (Autism - Self-contained), and SMR - SC (Severe Mental Retardation - Self-contained)
- (4) DD (Developmental Delay for children in kindergarten through age 10), ED (Emotional Disabilities), MIMR (Mild Mental Retardation), SLD (Specific Learning Disability), SLI (Speech/Language Impairment for K-12), and OHI (Other Health Impairments)
- (5) A.R.S. §15-902.02 allows districts that provide 200 days of instruction to increase the base level amount by 5%. Enter 5% of the base level amount (line IV.A) on line IV.B, if applicable.
- (6) The teacher experience index (TEI) is obtained from the FY 2010 "Teacher Experience Index - SDER 96" available on ADE's Web site.
- (7) A.R.S. §15-914.F allows districts to increase the BSL if financial and compliance audit costs will be incurred for the budget year. Enter the FY 2009 nonfederal expenditures for audit services on line XI. Enter the FY 2009 federal audit services expenditures here. \$ 48,985.00  
Do not include costs of consulting or other nonaudit services paid to audit firms (e.g., application fees paid for submission of district's CAFR to ASBO and GFOA for certification) in the nonfederal or federal audit services actual expenditures.
- (8) For districts sponsoring charter schools or districts operating a charter school, see instructions for applicable decreases.
- (9) Districts may increase the BSL for Teacher Compensation, Career Ladder, Optional Performance Incentive Program, and TEI. However, districts that are approved for these programs, that are sponsoring charter schools that are not approved to participate in these programs, must reduce the BSL by any increase applied to the charter school student count. Do not reduce by more than the amount the charter school increased the district's BSL. Enter as a negative amount.
- (10) This line should be used to record other reductions required by legislation and should be left blank for budget adoption. If needed during the year, instructions will be provided.
- (11) In accordance with Laws 2010, 7th S.S., Ch. 8, §11, for FY 2011, the maximum base level increase for a career ladder program is 5%.

**D. WORK SHEET FOR FY 2011 TRANSPORTATION SUPPORT LEVEL (TSL) (A.R.S. §§15-945, as amended by Laws 2010, 7th S.S., Ch. 8, §4, and 15-816.01) AND TRANSPORTATION REVENUE CONTROL LIMIT (TRCL) (A.R.S. §15-946)**

TABLE I

Approved Daily Route Miles per Eligible Student Transported	FY 2011 State Support Level per Route Mile
I. 0.5 or Less	2.35
II. More than 0.5, through 1.0	1.91
III. More than 1.0	2.35

TABLE II FACTORS

Approved Daily Route Miles per Eligible Students Transported	Unified or an Accommodation School that offers instruction in grades 9-12 or a Common School District Not in a High School District (Type 01, 02, or 03)	Common School District within a High School District or an Accommodation School that does not offer instruction in grades 9-12 (Type 01 or 04)	High School District (Type 05)
I. 1.0 or Less	0.15	0.10	0.25
II. More than 1.0	0.18	0.12	0.30

## TSL CALCULATION

I. Approved Daily Route Miles per Eligible Student Transported (1)	
A. FY 2010 Approved Daily Route Miles (2)	8,682,000
B. Number of Eligible Students Transported in FY 2010 (2)	6,497,000
C. Approved Daily Route Miles per Eligible Student Transported (I.A + I.B)	1.336
II. To and From School Support Level	
A. Annual Route Miles (Line I.A x 180)	1,562,760,000
B. State Support Level per Route Mile (use Table I based on I.C)	\$ 2.35
C. 1. FY 2010 Annual Expenditure for Bus Tokens (2)	\$ 0.00
2. FY 2010 Annual Expenditure for Bus Passes (2)	\$ 0.00
D. To and From School Support Level [(I.A x I.B) + I.C.1 + I.C.2]	\$ 3,672,486.00
III. Academic Education, Career and Technical Education, Vocational Education, and Athletic Trips Support Level	
A. Factor from Table II (based on I.C and district type)	0.120
B. Academic Education, Career and Technical Education, Vocational Ed., and Athletic Trips Support Level (II.A x II.B x III.A)	\$ 440,698.32
IV. Extended School Year Support Level for Pupils with Disabilities	
A. Actual Route Miles traveled in July and August 2009 to Transport Pupils w/Disabilities for Extended School Year (3)	18,481,000
B. Estimated Route Miles Traveled in June 2010 to Transport Pupils w/Disabilities for Extended School Year (3)	26,000,000
C. Total Extended School Year Route Miles (IV.A + IV.B)	44,481,000
D. State Support Level per Route Mile (use Table I based on I.C)	\$ 2.35
E. Extended School Year Support Level for Pupils with Disabilities (IV.C x IV.D)	\$ 104,530.35
V. FY 2011 TSL (lines II.D + III.B + IV.E) (to Work Sheet E, line III)	\$ 4,217,714.67
VI. Support Level Change	
A. FY 2010 Transportation Support Level (4)	\$ 3,917,074.54
B. Transportation Support Level Change (If result is negative, enter 0) (V - VI.A)	\$ 300,640.13

## TRCL CALCULATION

VII. FY 2010 Transportation Revenue Control Limit (4)	\$ 4,201,326.85
VIII. FY 2011 Transportation Revenue Control Limit	
A. Preliminary FY 2011 Transportation Revenue Control Limit (VI.B + VII)	\$ 4,501,966.98
B. 120% of FY 2011 Transportation Support Level (V x 1.20)	\$ 5,061,257.60
C. Adjusted FY 2011 Transportation Revenue Control Limit (5)	\$ 4,501,966.98
D. FY 2011 Transportation Revenue Control Limit (6) (to Work Sheet E, line VII)	\$ 4,501,966.98

- (1) A common school district not within a high school district must use the approved daily route miles and eligible students transported, excluding approved daily route miles and eligible students for high school students attending school in another district and being transported by another district.
- (2) Do not include district sponsored charter school amounts. Obtain the amounts from the ADE report "Transportation Route Report-TRAN 55-1," available on ADE's Web site.
- (3) The Extended School Year Route Miles for Pupils with Disabilities are obtained from the ADE report "Transportation Route Report-TRAN 55-1," available on ADE's Web site.
- (4) The FY 2010 Transportation Revenue Control Limit and FY 2010 Transportation Support Level used to determine the FY 2011 Transportation Revenue Control Limit are obtained from the most recent ADE report "Basic Calculations for Equalization Assistance-APOR 55-1," available on ADE's Web site.
- (5) In accordance with A.R.S. §15-946, the FY 2011 Transportation Revenue Control Limit (TRCL) cannot increase from the FY 2010 TRCL amount if the FY 2011 TRCL would exceed 120% of the FY 2011 Transportation Support Level.
- (6) In accordance with A.R.S. §15-946, the Adjusted FY 2011 TRCL calculated on line VIII.C should not result in a FY 2011 TRCL that is less than the FY 2011 Transportation Support Level (TSL).

**E. WORK SHEET FOR FY 2011 DISTRICT SUPPORT LEVEL (DSL) AND  
REVENUE CONTROL LIMIT (RCL) (A.R.S. §§15-947 and 15-951)**

**CALCULATION OF THE DSL**

I. FY 2011 Base Support Level/Base Revenue Control Limit (from Work Sheet C, line XV)	\$ 96,178,652.82
II. Tuition Out for High School Students (from all Work Sheets O, line VII) [Applies only to tuition for high school students if the District of Residence is a common school NOT within a high school district (Type 03). The estimated tuition for FY 2011 is to be provided to the District of Residence by the District of Attendance by May 1 of the current year.]	\$
III. FY 2011 Transportation Support Level (from Work Sheet D, line V)	\$ 4,217,714.67
IV. FY 2011 District Support Level (sum of lines I through III)	\$ 100,396,367.49

**CALCULATION OF THE RCL**

V. FY 2011 Base Support Level/Base Revenue Control Limit (from line I above)	\$ 96,178,652.82
VI. Tuition Out for High School Students (from all Work Sheets O, line VII) [Applies only to tuition for high school students if the District of Residence is a common school NOT within a high school district (Type 03). The estimated tuition for FY 2011 is to be provided to the District of Residence by the District of Attendance by May 1 of the current year.]	\$ 0.00
VII. FY 2011 Transportation Revenue Control Limit (from Work Sheet D, line VIII.D)	\$ 4,501,966.98
VIII. FY 2011 Revenue Control Limit (sum of lines V through VII) [to Budget, page 7, line 1(a)]	\$ 100,680,619.80

**F. WORK SHEET FOR FY 2011 CONSOLIDATION/UNIFICATION ASSISTANCE  
(A.R.S. §§15-912 and 15-912.01)**

I. FY 2011 Revenue Control Limit (from Work Sheet E, line VIII)	\$ 100,680,619.80
II. Consolidation/Unification Increase for Transitional Costs incurred in first year (1)	\$
III. FY 2011 District Support Level (line II + Work Sheet E, line IV)	\$
IV. FY 2011 Revenue Control Limit (line I + line II) [to Budget, page 7, line 1(a)]	\$

**G. WORK SHEET FOR FY 2011 SOFT CAPITAL ALLOCATION HIGH SCHOOL STUDENT COUNT FOR COMMON  
SCHOOL DISTRICTS NOT WITHIN A HIGH SCHOOL DISTRICT (TYPE 03) (A.R.S. §15-951.D)**

I. High School Student Count Tuitioned Out	
II. High School Student Count Transported by District of Residence to District of Attendance	
III. High School Student Count Taught by District of Residence (to Work Sheet H, lines V.A, column for 9-12 and VII.D.I)	
IV. High School Student Count Transported by District of Residence to District of Attendance or Taught by District of Residence (line II + line III) (to Work Sheet I, line V.A, column 9-12)	0.000

(1) The amount of any transitional costs that are directly associated with routine formalities that are necessary as a result of consolidation, such as changing of signs, letterhead, stationery and similar issues should be included on Work Sheet F, line II.

**H. WORK SHEET FOR FY 2011 CAPITAL OUTLAY REVENUE LIMIT (CORL)**  
(A.R.S. §15-961.A-D)

**TABLE TO CALCULATE CORL PER STUDENT COUNT (1)**

	<u>K-8</u>	<u>9-12</u>
I. FY 2011 Actual Student Count: .001 - 99,999		
CORL per Student Count	\$ 272.75	\$ 329.41
II. FY 2011 Actual Student Count: 100,000 - 499,999		
A. Student Count Constant	500,000	500,000
B. Actual Student Count	-	-
C. Difference	= 0.000	= 0.000
D. Weight Adjustment Factor	x 0.0003	x 0.0004
E. Support Level Weight Increase	= 0.000	= 0.000
F. Support Level Weight	+ 1.278	+ 1.398
G. Adjusted Support Level Weight	= 0.000	= 0.000
H. Support Level Amount	x \$ 194.95	x \$ 211.29
I. CORL per Student Count	= \$ 0.00	= \$ 0.00
III. FY 2011 Actual Student Count: 500,000 - 599,999		
A. Student Count Constant	600,000	600,000
B. Actual Student Count	-	-
C. Difference	= 0.000	= 0.000
D. Weight Adjustment Factor	x 0.0012	x 0.0013
E. Support Level Weight Increase	= 0.000	= 0.000
F. Support Level Weight	+ 1.158	+ 1.268
G. Adjusted Support Level Weight	= 0.000	= 0.000
H. Support Level Amount	x \$ 194.95	x \$ 211.29
I. CORL per Student Count	= \$ 0.00	= \$ 0.00
IV. FY 2011 Actual Student Count: 600,000 or More		
CORL per Student Count	\$ 225.76	\$ 267.94

**CALCULATIONS FOR CORL**

	<u>PSD</u>	<u>K-8</u>	<u>9-12</u>
V. Capital Outlay Base			
A. FY 2011 Student Count (1)	223,683	21,427,871	0.000
B. CORL per Student Count (from Table above)	x \$ 225.76	x \$ 225.76	x \$
C. Capital Outlay Base (line V.A x line V.B)	= \$ 50,498.67	= \$ 4,837,556.16	= \$ 0.00
VI. Capital Outlay Growth Factor			
A. FY 2011 Student Count (from line V.A above)		21,651,554	
B. FY 2010 Student Count (2)		+ 21,959,899	
C. FY 2011 Capital Outlay Growth Factor (VIA ÷ VIB)		= 0.9860	
VII. Capital Outlay Revenue Limit			
A. Capital Outlay Base (from line V.C)	\$ 50,498.67	\$ 4,837,556.16	\$ 0.00
B. Capital Outlay Growth Factor (if growth factor is less than 1.05, use 1.0) (from line VI.C)	x 1.0000	x 1.0000	x 1.0000
C. FY 2011 CORL (VILA x VII.B)	= \$ 50,498.67	= \$ 4,837,556.16	= \$ 0.00
D. CORL for High School Textbooks			
1. FY 2011 Actual 9-12 Student Count (1)			0.000
2. Support Level Amount for Textbooks			x \$ 69.68
3. CORL for Textbooks (VIL.D.1 x VIL.D.2)			= \$ 0.00
E. Total FY 2011 9-12 CORL [9-12(VIL.C)+VIL.D.3] (to Work Sheet J, line III.A.1 or III.B.5)			= \$ 0.00
F. Total FY 2011 PSD and K-8 CORL [PSD(VIL.C) + K-8(VIL.C)] (to Work Sheet J, line III.A.1 or III.B.5)			+ \$ 4,888,054.83
G. Total FY 2011 CORL (VIL.E + VIL.F) (to Budget, page 7, line 2)			= \$ 4,888,054.83

- (1) The student counts for K-8 and 9-12 should be obtained from Work Sheet B, line A.1. Type 03 districts, use high school student count from Work Sheet G, Line III. The FY 2011 actual student count for PSD should be obtained from Work Sheet B, line C.1.
- (2) Do not include charter school students on this line. Obtain the amounts from the most recent ADE report "Basic Calculations for Equalization Assistance-APOR 55-1," available on ADE's Web site.

**I. WORK SHEET FOR FY 2011 SOFT CAPITAL ALLOCATION (SCA)** (A.R.S. §§15-962 and 15-185, as amended by Laws 2010, 7th S.S., Ch. 8, §1)

TABLE TO CALCULATE SCA PER STUDENT COUNT (1) (2)

	K-8	9-12
I. FY 2011 Actual Student Count: 0.001 - 99.999		
SCA per Student Count	\$ 271.83	\$ 271.83
II. FY 2011 Actual Student Count: 100.000 - 499.999		
A. Student Count Constant	500.000	500.000
B. FY 2011 Actual Student Count	-	-
C. Difference	= 0.000	= 0.000
D. Weight Adjustment Factor	x 0.0003	x 0.0003
E. Support Level Weight Increase	= 0.000	= 0.000
F. Support Level Weight	+ 1.278	+ 1.278
G. Adjusted Support Level Weight	= 0.000	= 0.000
H. Support Level Amount	x \$ 194.30	x \$ 194.30
I. SCA per Student Count	= \$ 0.00	= \$ 0.00
III. FY 2011 Actual Student Count: 500.000 - 599.999		
A. Student Count Constant	600.000	600.000
B. FY 2011 Actual Student Count	-	-
C. Difference	= 0.000	= 0.000
D. Weight Adjustment Factor	x 0.0012	x 0.0012
E. Support Level Weight Increase	= 0.000	= 0.000
F. Support Level Weight	+ 1.158	+ 1.158
G. Adjusted Support Level Weight	= 0.000	= 0.000
H. Support Level Amount	x \$ 194.30	x \$ 194.30
I. SCA per Student Count	= \$ 0.00	= \$ 0.00
IV. FY 2011 Actual Student Count: 600.000 or More		
SCA per Student Count	\$ 225.00	\$ 225.00

## CALCULATIONS FOR SCA

	PSD	K-8	9-12
V. FY 2011 SCA			
A. FY 2011 Actual Student Count (1) (2)	223.683	21,427.871	0.000
B. FY 2011 SCA per Student Count (from Table above) x	\$ 225.00	x \$ 225.00	x \$
C. FY 2011 SCA (line V.A x line V.B)	= \$ 50,328.68	= \$ 4,821,270.98	= \$ 0.00
D. Additional Assistance			
1. FY 2011 Charter School Student Count (3)		0.000	0.000
2. Assistance per Student		x \$ 1,607.50	x \$ 1,873.52
3. FY 2011 Additional Assistance (line V.D.1 x line V.D.2)		= \$ 0.00	= \$ 0.00
4. Adjustment to Additional Assistance, if applicable (4)		- \$	- \$
5. Total FY 2011 Additional Assistance (line V.D.3 + V.D.4)		= \$ 0.00	= \$ 0.00
E. FY 2011 Elementary SCA [V.C (PSD) + V.C (K-8) + V.D.5 (K-8)]		\$ 4,871,599.66	
F. FY 2011 High School SCA [V.C (9-12) + V.D.5 (9-12)]			\$ 0.00
G. Total FY 2011 District SCA (V.E + V.F) (to Budget, page 8, line B.9)			\$ 4,871,599.66

(1) The FY 2011 actual student count for PSD should be obtained from Work Sheet B, line C.1. Obtain the actual student counts for K-8 and 9-12 from Work Sheet B, line A.1.

(2) In the 9-12 column, Type 03 districts should use high school student count from Work Sheet G, line IV.

(3) Obtain amounts from Work Sheet B, line A.2.

(4) Laws 2010, 7th S.S., Ch. 1, §31 and Ch. 8, §7 require ADE to reduce additional assistance for all charter schools for FY 2011. ADE will notify school districts that sponsor charter schools of the specific adjustment amount.

**J. WORK SHEET FOR EQUALIZATION BASE AND ASSISTANCE (A.R.S. §15-971A and .B)**

**NOTE: Common School Districts NOT within a High School District (Type 03) should only complete Sections I and III.B.**

	PSD-8	9-12
I. A. Total FY 2011 PSD and K-8 Weighted State Aid Student Count		
1. PSD (from Work Sheet B, line C.1)	324,340	
2. K-8 (from Work Sheet B, line C.4.a)	24,813.475	
B. Total FY 2011 PSD-8 and 9-12 Weighted State Aid Student Count (1)	25,137.815	0.000
	(A.1 + A.2)	(from Work Sheet B, line C.4.b)
C. Total FY 2011 Weighted State Aid Student Count (from Work Sheet B, line C.5)		25,137.815
D. PSD-8 and 9-12 Factors (line I.B + line I.C)	1.0000	0.0000
II. A. Lesser of District Support level (DSL) or Revenue Control Limit (RCL) (from Work Sheet E, line IV or VIII, or Work Sheet F, line III or IV) (to Work Sheet S, line I.A)		\$ 100,396,367.49
B. DSL/RCL PSD-8 and 9-12 Allocation (line I.D x line II.A)	\$ 100,396,367.49	\$ 0.00
III. A. For ALL Districts Except Common School Districts NOT Within a High School District (Type 03)		
1. FY 2011 Capital Outlay Revenue Limit	\$ 4,888,054.83	\$ 0.00
	(from Work Sheet H, line VII.F)	(from Work Sheet H, line VII.E)
2. FY 2011 Soft Capital Allocation, as adjusted pursuant to Laws 2010, 7th S.S., Ch. 8, §9	\$ 733,086.85	\$ See Cell S28
3. Total FY 2011 Equalization Base (II.B + III.A.1 + III.A.2)	\$ 106,017,509.17	\$ 0.00
4. 2010 Primary Assessed Valuation + 100	\$ 17,065,924.32	\$
5. 2010 SRP Valuation + 100 (2)	\$ 77,462.38	\$
6. 2010 Government Property Lease Excise Tax Assessed Valuation + 100	\$	\$
7. TOTAL Valuation (III.A.4 + III.A.5 + III.A.6)	\$ 17,143,386.70	\$ 0.00
8. Qualifying Tax Rate (3)	x \$ 1.4797	x \$
9. Qualifying Levy (III.A.7 x III.A.8)	\$ 25,367,069.30	\$ 0.00
10. FY 2011 Equalization Assistance Before Adjustments (III.A.3 - III.A.9)	\$ 80,650,439.87	\$ 0.00
11. FY 2011 State Aid Decrease for Districts participating in Career Ladder Program (.000375 x BSL from Work Sheet C, line XV) (Laws 1992, Ch. 158, §2) Unified districts use PSD-8 column only. (For FY 2011 this amount is zero, unless otherwise notified by ADE.)	- \$ 0	- \$ 0
12. Total FY 2011 Equal. Assistance (III.A.10 - III.A.11) (4)	\$ 80,650,439.87	\$ 0.00
B. For Common School Districts NOT Within a High School District (Type 03)		
1. Lesser of District Support Level (DSL) or Revenue Control Limit (RCL) (from Work Sheet E, line IV or VIII, or Work Sheet F, line III or IV)		\$ 0.00
2. Tuition Out for High School Students (from Work Sheet E, line II or VI)		- \$ 0.00
3. Adjusted DSL/RCL (III.B.1 - III.B.2)		\$ 0.00
4. DSL/RCL PSD-8 and 9-12 Allocation	\$ 0.00	\$ 0.00
	(line III.B.3 x I.D)	((line III.B.3 x I.D) + III.B.2)
5. FY 2011 Capital Outlay Revenue Limit	\$ 0.00	\$ 0.00
	(from Work Sheet H, line VII.F)	(from Work Sheet H, line VII.E)
6. FY 2011 Soft Capital Allocation, as adjusted pursuant to Laws 2010, 7th S.S., Ch. 8, §9	\$ 0.00	\$ See Cell S28
7. FY 2011 Equalization Base (III.B.4 + III.B.5 + III.B.6)	\$ 0.00	\$ 0.00
8. 2010 Primary Assessed Valuation + 100	\$	\$
9. 2010 SRP Valuation + 100 (2)	\$	\$
10. 2010 Government Property Lease Excise Tax Assessed Valuation + 100	\$	\$
11. TOTAL Valuation (III.B.8 + III.B.9 + III.B.10)	\$ 0.00	\$ 0.00
12. Qualifying Tax Rate (3)	x \$	x \$
13. Qualifying Levy (III.B.11 x III.B.12)	\$ 0.00	\$ 0.00
14. FY 2011 Equalization Assistance Before Adjustments (III.B.7 - III.B.13)	\$ 0.00	\$ 0.00
15. FY 2011 State Aid Decrease for Districts participating in Career Ladder Program (.000375 x BSL from Work Sheet C, line XV) (Laws 1992, Ch. 158, §2) (For FY 2011 this amount is zero, unless otherwise notified by ADE.)	- \$ 0	- \$ 0
16. Total FY 2011 Equal. Assistance (III.B.14 - III.B.15)	\$ 0.00	\$ 0.00
(1) Type 03 districts should only enter an amount in the 9-12 column if the district sponsors a charter high school and/or has State Board of Education permission to teach high school.		
(2) SRP = Salt River Project		
(3) Qualifying tax rate for PSD-8 and 9-12 use \$1.4797; if applicable, add qualifying tax rate increase for Career Ladder per A.R.S. §15-918.05 or Optional Performance Incentive Program per A.R.S. §15-919.05. In accordance with A.R.S. §15-971(B)(3), the qualifying tax rate for joint technical education districts is 5 cents		
(4) Laws 2010, 7th S.S., Ch. 8, §8, requires that state aid for a joint technical education district (JTED) be limited to 91% of the state aid that would otherwise be provided by law. However, a JTED will not receive less total equalization formula funding (state aid + local property taxes) than it received for the previous year except from reductions due to changes in ADM, net assessed property values, or other technical factors, or due to prior year adjustments or corrections. Therefore, the JTED's actual total equalization assistance may be less than the amount calculated on this Work Sheet.		
The maximum required reduction to state aid will be no greater than	\$0.00	



**M. WORK SHEET FOR CALCULATION OF THE FY 2011 MAINTENANCE AND OPERATION (M&O) FUND  
BUDGET BALANCE CARRYFORWARD (A.R.S. §15-943.01, as amended by Laws 2010, Ch.179, §3)**

1.	a.	General Budget Limit (GBL) (from FY 2010 latest revised Budget, page 7, line 11)	\$	133,150,295.00
	b.	Adjustments to the GBL from FY 2010 BUDG75 (If negative, enter in parentheses.) (1) (2)	\$	
	c.	Adjusted GBL	\$	133,150,295.00
2.	a.	Budgeted M&O expenditures (from FY 2010 latest revised Budget, page 1, line 31, Total Budget Year Column)	\$	133,150,295.00
	b.	Adjustments to the GBL from FY 2010 BUDG75 (If negative, enter in parentheses.) (1) (2)	\$	0.00
	c.	Adjusted Budgeted Expenditures	\$	133,150,295.00
3.		Lesser of the Adjusted GBL (line 1.c) or the Adjusted Budgeted Expenditures (line 2.c)	\$	133,150,295.00
4.		M&O actual expenditures (3)	\$	128,860,786.36
5.		Budget Balance (line 3 minus line 4) (If negative, enter zero. The district does not have any budget balance to carry forward. Do not complete the remainder of this work sheet.)	\$	4,289,508.64

**Note:** For lines 6.a through 6.h deduct the FY 2010 actual expenditures from the budget amount. If the result is negative, enter zero.

		Budget (4)	Actual (3)		Unexpended Budget
6.	a.	Special K-3 Program Override	\$ 3,584,549.00	- \$ 3,584,549.00	= \$ 0.00
	b.	Desegregation	\$ 6,350,000.00	- \$ 6,350,000.00	= \$ 0.00
	c.	Tuition Out Debt Service	\$ 0.00	- \$	= \$ 0.00
	d.	Dropout Prevention Programs	\$ 0.00	- \$	= \$ 0.00
	e.	Joint Career and Technical Ed. and Voc. Ed. Center	\$ 0.00	- \$	= \$ 0.00
	f.	Career Ladder (5)	\$	- \$	= \$ 0.00
	g.	Optional Performance Incentive Program (5)	\$	- \$	= \$ 0.00
	h.	Performance Pay (5)	\$ 0.00	- \$	= \$ 0.00
	i.	Total Budget Balance Deductions [Add lines 6.a through 6.h.]			= \$ 0.00
7.		Budget Balance after Deductions (If negative, enter zero. The district does not have any budget balance to carry forward.) (line 5 minus line 6.i)			\$ 4,289,508.64
8.	a.	FY 2010 Adjusted District Limit (RCL) from page 2 of the most recent ADE report " Basic Calculations for Equalization Assistance - APOR 55-1", available on ADE's Web site			\$ 107,237,699.58
	b.	Growth Adjustment (FY 2010 BUDG75) (1)			
	c.	Factor of 4%		x	0.04
9.		Maximum Allowable Budget Balance Carryforward [(line 8.a + line 8.b) x line 8.c]			\$ 4,289,507.98
10.		Actual Allowable Budget Balance Carryforward (Enter the lesser of line 7 or 9)			\$ 4,289,507.98
11.		Enter the amount of Allowable Budget Balance Carryforward transferred to the School Opening Fund (not to exceed the lesser of line 10 or the FY 2010 M&O Fund ending cash balance)			\$
12.		Remaining Actual Allowable Budget Balance Carryforward to be used in M&O Fund (line 10 - line 11) [to Budget, page 7, line 8(c)]			\$ 4,289,507.98

(1) For budget adoption this line should be left blank.

(2) Include other items, not listed in lines 6.a through 6.h, from the FY 2010 latest revised Budget, page 7, which were adjusted on the FY 2010 BUDG75.

(3) Actual expenditures should be based upon the following:

(a) For budget adoption, use FY 2010 actual expenditures to date plus estimated expenditures for the remainder of fiscal year.

(b) For May 15, 2011, budget revisions, use FY 2010 total actual expenditures for the M&O Fund as reported on the Annual Financial Report (ADE/AG 41-202).

(4) Budget amounts for lines 6.a through 6.e should be obtained from the FY 2010 latest revised Budget, page 7.

(5) The Career Ladder budget amount is the FY 2010 Work Sheet C, line IV.C dollar amount attributable to the percent increase for Career Ladder and any amount recorded on line X of that Work Sheet, plus the Career Ladder budget balance carryforward from the FY 2010 Budget, page 7, line 9(j). The Optional Performance Incentive Program (OPIP) budget amount is the FY 2010 Work Sheet C, line IV.C dollar amount attributable to the percent increase for the OPIP, plus the OPIP budget balance carryforward from the FY 2010 Budget, page 7, line 9(j). The Performance Pay budget amount is the portion of FY 2010 M&O expenditures budgeted for a performance pay component of the salary schedule shown on the FY 2010 Budget, page 2.

## SUMMARY OF SCHOOL DISTRICT PROPOSED EXPENDITURE BUDGET

CTD NUMBER 070406000

VERSION Adopted

I certify that the Budget of Washington Elementary School District No. 6 District, Maricopa County for fiscal year 2011 was officially proposed by the Governing Board on June 24, 2010, and that the complete Proposed Expenditure Budget may be reviewed by contacting David Velazquez at the District Office, telephone 602-347-3506 during normal business hours.

President of the Governing Board

1. Student Count			2. Tax Rates:			* Secondary rate applies only for voter-approved overrides and bonded indebtedness per A.R.S. §15-101.22 and Joint Technical Education Districts per A.R.S. §15-393.F.
	FY 2010 Current Yr. 2009 ADM	FY 2011 Budget Yr. 2010 ADM		Current FY	Estimated Budget FY	
Resident	21,958.309	21,658.349	Primary Rate	1.6568	1.8338	
Attending	21,938.630	21,647.871	Secondary Rate*	1.4207	1.5538	

3. The Maintenance and Operation, Classroom Site, Unrestricted Capital Outlay, and Soft Capital Allocation budgets cannot exceed their respective budget limits.					
Maintenance & Operation	131,241,276	GBL	131,241,276		
Classroom Site	8,243,363	CSFBL	8,243,363		
Unrestricted Capital Outlay	4,974,077	UCBL	4,974,077		
Soft Capital Allocation	2,491,220	SCAL	2,491,220		

## MAINTENANCE AND OPERATION EXPENDITURES

	Salaries and Benefits		Other		TOTAL		% Inc./ (Decr.) from Current FY
	Current FY	Budget FY	Current FY	Budget FY	Current FY	Budget FY	
100 Regular Education							
1000 Classroom Instruction	49,754,171	46,803,514	746,580	737,506	50,500,751	47,541,020	-5.9%
2000 Support Services							
2100 Students	2,738,133	2,652,266	39,229	11,495	2,777,362	2,663,761	-4.1%
2200 Instructional Staff	2,964,827	2,919,721	75,343	47,105	3,040,170	2,966,826	-2.4%
2300, 2400, 2500 Administration	11,604,237	12,185,500	1,743,196	771,746	13,347,433	12,957,246	-2.9%
2600 Oper./Maint. of Plant	7,971,862	7,858,335	10,360,583	10,543,336	18,332,445	18,401,671	0.4%
2900 Other	0	0	0	0	0	0	0.0%
3000 Oper. of Noninstructional Services	282,611	284,854	0	0	282,611	284,854	0.8%
5000 Debt Service			25,000	0	25,000	0	-100.0%
610 School-Sponsored Cocurric. Activities	0	0	0	0	0	0	0.0%
620 School-Sponsored Athletics	173,561	179,102	0	0	173,561	179,102	3.2%
630, 700, 800, 900 Other Programs	0	0	0	0	0	0	0.0%
Regular Education Subsection Subtotal	75,489,402	72,883,292	12,989,931	12,111,188	88,479,333	84,994,480	-3.9%
200 Special Education							
1000 Classroom Instruction	12,838,951	13,607,555	4,015,849	3,466,480	16,854,800	17,074,035	1.3%
2000 Support Services							
2100 Students	7,034,511	8,586,856	2,025,423	816,371	9,059,934	9,403,227	3.8%
2200 Instructional Staff	428,743	257,845	67,263	61,739	496,006	319,584	-35.6%
2300, 2400, 2500 Administration	24,221	0	0	0	24,221	0	-100.0%
2600 Oper./Maint. of Plant	2,361	2,252	3,000	3,000	5,361	5,252	-2.0%
2900 Other	0	0	0	0	0	0	0.0%
3000 Oper. of Noninstructional Services	0	0	0	0	0	0	0.0%
Special Education Subsection Subtotal	20,328,787	22,454,508	6,111,535	4,347,590	26,440,322	26,802,098	1.4%
300 Spec. Ed. ESEA, Title VIII	0	0	0	0	0	0	0.0%
400 Pupil Transportation	6,263,423	6,094,489	2,032,667	1,710,117	8,296,090	7,804,606	-5.9%
510 Desegregation	6,302,033	6,295,209	47,967	54,791	6,350,000	6,350,000	0.0%
520 Special K-3 Program Override	3,584,549	5,290,092	0	0	3,584,549	5,290,092	47.6%
530 Dropout Prevention Programs	0	0	0	0	0	0	0.0%
540 Joint Career and Technical Education and Vocational Education Center	0	0	0	0	0	0	0.0%
TOTAL EXPENDITURES	111,968,194	113,017,590	21,182,100	18,223,686	133,150,294	131,241,276	-1.4%

TOTAL EXPENDITURES BY FUND				
Fund	Budgeted Expenditures		\$ Increase/ (Decrease) from Current FY	% Increase/ (Decrease) from Current FY
	Current FY	Budget FY		
Maintenance & Operation	133,150,295	131,241,276	(1,909,019)	-1.4%
Instructional Improvement	788,033	775,165	(12,868)	-1.6%
Full-Day Kindergarten	0	0	0	0.0%
Full-Day K Capital	0	0	0	0.0%
Structured English Immersion	0	0	0	0.0%
Compensatory Instruction	792,240	0	(792,240)	-100.0%
Classroom Site	9,510,699	8,243,363	(1,267,336)	-13.3%
Federal Projects	33,234,565	33,121,177	(113,388)	-0.3%
State Projects	515,169	0	(515,169)	-100.0%
Unrestricted Capital Outlay	8,067,747	4,974,077	(3,093,670)	-38.3%
Soft Capital Allocation	2,385,133	2,491,220	106,087	4.4%
Building Renewal	1,729,697	637,614	(1,092,083)	-63.1%
New School Facilities	0	0	0	0.0%
Adjacent Ways	2,385,133	215,982	(2,169,151)	-90.9%
Debt Service	16,000,000	16,000,000	0	0.0%
School Plant Funds	667,365	580,070	(87,295)	-13.1%
Auxiliary Operations	677,309	734,254	56,945	8.4%
Bond Building	5,278,071	1,037,639	(4,240,432)	-80.3%
Food Service	13,858,091	14,000,000	141,909	1.0%
Other	41,338,241	40,802,823	(535,418)	-1.3%

M&O FUND SPECIAL EDUCATION PROGRAMS BY TYPE		
Program (A.R.S. §15-761)	Current FY	Budget FY
Autism	1,938,987	2,244,083
Emotional Disability	1,464,758	1,784,771
Hearing Impairment	543,204	475,081
Other Health Impairments	1,400,182	1,469,635
Specific Learning Disability	5,708,214	5,641,721
Mild, Moderate or Severe Mental Retardation	1,753,947	1,977,576
Multiple Disabilities	368,282	375,676
Multiple Disabilities with S.S.I.	198,353	164,547
Orthopedic Impairment	832,172	1,053,048
Developmental Delay	1,546,454	1,758,908
Preschool Severe Delay	734,996	501,588
Speech/Language Impairment	7,973,656	6,981,862
Traumatic Brain Injury	75,258	42,126
Visual Impairment	457,112	514,417
Subtotal	24,995,575	24,985,039
Gifted Education	1,230,557	1,432,470
Remedial Education	197,761	384,589
ELL Incremental Costs	16,429	0
ELL Compensatory Instruction	0	0
Vocational and Technological Education	0	0
Career Education	0	0
TOTAL	26,440,322	26,802,098

PROPOSED STAFFING SUMMARY		
Staff Type	No. of Employees	Staff-Pupil Ratio
Certified --		
Superintendent, Principals, Other Administrators	61	1 to 354.9
Teachers	1,389	1 to 15.6
Other	27	1 to 801.8
Subtotal	1,477	1 to 14.7
Classified --		
Managers, Supervisors, Directors	22	1 to 984.0
Teachers Aides	432	1 to 50.1
Other	1,026	1 to 21.1
Subtotal	1,480	1 to 14.6
TOTAL	2,957	1 to 7.3
Special Education --		
Teacher	276	1 to 12.4
Staff	341	1 to 10.1

## FY 2011 Truth in Taxation Work Sheet (A.R.S. §15-905.01)

1.	FY 2010 Truth in Taxation Base Limit (from FY 2010 TNT work sheet line 10)	\$	8,907,497	
<b>FY 2010 Budgeted Expenditures</b> (from FY 2010 original adopted budget)				<b>Primary Property Tax Rate</b> <b>Related to Budgeted</b> <b>Expenditures</b>
2.	Desegregation (from Districtwide Desegregation Budget page 2, line 44 and page 3, line 70)	\$	6,350,000	0.0037
3.	Dropout Prevention (from page 1, line 29)		0	0.0000
4.	Joint Career and Technical Education and Vocational Education Center (from Supplement page 1, line 30 and Supplement page 2, line 48)		0	0.0000
5.	Small School Adjustment (from page 7, line 4, columns A and B)		0	0.0000
6.	Deduction for Discontinued Programs in FY 2010 (1)		0	
7.	Changes made after original adoption of FY 2009 budget (from FY 2010 TNT Work Sheet, lines 13 and 15) (2)	+	0	
8.	Preliminary FY 2011 Truth in Taxation Base Limit (total of lines 2-7)	\$	6,350,000	
9.	FY 2011 Truth in Taxation Base Limit (Greater of line 1 or 8)	\$	8,907,497	
10.	Total actual expenditures for FY 2010 for items 2-4 above (3)	\$	6,350,000	
11.	Sum of lines 2 through 4		6,350,000	
12.	Expenditures over/(under) original budget (line 10 minus line 11)	\$	0	
13.	FY 2010 final budget for Small School Adjustment		0	
14.	Amount over/(under) budget on line 5 above (line 13 minus line 5)	\$	0	
<b>FY 2011 Budgeted Expenditures</b> (from FY 2011 budget)				
15.	Desegregation (from Districtwide Desegregation Budget page 2, line 44 and page 3, line 70)		6,350,000	0.0037
16.	Dropout Prevention (from page 1, line 29)		0	0.0000
17.	Joint Career and Technical Education and Vocational Education Center (from Supplement page 1, line 30 and Supplement page 2, line 48)		0	0.0000
18.	Small School Adjustment (from page 7, line 4, columns A and B)		0	0.0000
19.	Total (add lines 12, 14, and 15 through 18)	\$	6,350,000	
20.	Excess over Truth in Taxation Limit (4) (Line 19 minus line 9. If negative, enter zero.)	\$	0	
21.	Amount to be Levied in FY 2011 for Adjacent Ways pursuant to A.R.S. §15-995 (4)	\$	0	0.0000
22.	Amount to be Levied in FY 2011 for Liabilities in Excess of the Budget pursuant to A.R.S. §15-907 (4)	\$	0	0.0000
<b>Calculations for Truth in Taxation Notice</b>				
A.	Sum of lines 20, 21, and 22	\$	0	
B.1.	Current Assessed Value	\$	1,706,592,432	
B.2.	(Line 9 divided by line B.1) x \$10,000	\$	52.1946 (5)	
C.1.	Sum of lines 9, 20, 21, and 22	\$	8,907,497	
C.2.	(Line C.1 divided by line B.1) x \$10,000	\$	52.1946 (5)	
(1)	If a district budgeted for Desegregation, Dropout Prevention, Joint Career and Technical Education and Vocational Education Center, or a Small School Adjustment in FY 2010, but no longer qualifies to make such expenditures in FY 2011 or such expenditures will be made in the Impact Aid Fund in FY 2011, the Truth in Taxation Base Limit must be reduced. Enter the amount of expenditures budgeted in FY 2010 and included on lines 2-5 for the discontinued program(s).			
(2)	If a district revised the amount budgeted for a Small School Adjustment, or amounts expended differed from the adopted budgets for Desegregation, Dropout Prevention, Excess Utilities, or Joint Career and Technical Education and Vocational Education Center in FY 2009, the total amount of the difference will be included on this line to adjust the truth in taxation base limit.			
(3)	Use actual expenditures to date plus estimated amounts for the remainder of FY 2010.			
(4)	If an amount on line 20, 21, or 22 is greater than zero, the district must publish a Truth in Taxation Hearing Notice as described in A.R.S. §15-905.01.			
(5)	\$10,000 is used in these calculations to determine the amounts to include on the truth in taxation hearing notice for a \$100,000 home, as property taxes on residential properties are levied at 10% of the assessed valuation per A.R.S. §42-15003.			

Desegregation Verification Reporting  
Fiscal Year 2011  
A.R.S. §15-910(J)(3)

District Name: Washington Elementary School District

District CTD: 070406000

A.R.S. §15-910(J)(3)

- ☒ (d) any dates that property tax levies to provide funding for desegregation expenses were increased.
- ☒ (k) verification that the desegregation funding will supplement and not supplant funding for other academic and extracurricular activities.
- ☒ (l) verification that the desegregation funding is educationally justifiable.
- ☒ (m) any documentation that supports the proposition that the requested desegregation funding is intended to result in equal education opportunities for all pupils in the school district.
- ☒ (n) verification that the desegregation funding will be used to promote systemic and organizational changes within the school district.
- ☒ (o) verification that the desegregation funding will be used in accordance with the academic standards adopted by the State Board of Education pursuant to A.R.S. §§ 15-701 and 15-701.01.
- ☒ (p) verification that the desegregation funding will be used to accomplish specific actions to remediate proven discrimination pursuant to Title VI of the Civil Rights Act of 1964 (42 United States Code section 2000d) as specified in the court order or administrative agreement.
- ☒ (q) an evaluation by the school district of the effectiveness of the school district's desegregation measures.
- ☒ (r) an estimate of when the school district will be in compliance with the court order or administrative agreement and a detailed account of the steps that the school district will take to achieve compliance.
- ☐ (s) any other information that the district deems necessary to assist ADE in carrying out the purposes of this paragraph.

Please check each reporting item approved by the Governing Board of the School District. The determination that the documentation being submitted to the Arizona Department of Education, meets the requirements listed above has been made by the District. All submitted documentation will be provided to the Governor, the President of the Senate, the Speaker of the House of Representatives and the chairpersons of the education committees of the Senate and the House of Representatives, as required by A.R.S. §15-910.

I certify that the attached documents of the Washington Elementary School District, meet the requirements outlined in A.R.S. §15-910(J)(3), listed above, and have been authorized by the Governing Board of the District for submission to the Arizona Department of Education.

\_\_\_\_\_  
President of the Governing Board (signature)

\_\_\_\_\_  
President name (printed)

Mail original signed document to:

ADE, School Finance  
1535 West Jefferson, Bin 13  
Phoenix, AZ 85007

format (PDF), should be e-mailed to SchoolFinance2@azed.gov. Electronic copies may be submitted via a CD, if file size is too large for e-mail. Mail CDs to address at the left.

In addition, electronic copies of documentation, in either Microsoft Word, Microsoft Excel, or in portable document

**Rev. 6/10-FY 2011**

Desegregation Reporting  
Fiscal Year 2010-2011  
A.R.S. § 15-910(J)(3)(d)  
**Washington Elementary School District**

(d) any dates that property tax levies to provide funding for desegregation expenses were increased.

The Washington Elementary School District was originally determined to be out of compliance with Title VI of the Civil Rights Act of 1964 in October of 1986.

The district began to levy property taxes to provide funding for desegregation expenses in fiscal year 1997-98. The history of amounts is listed below.

<u>Fiscal Year</u>	<u>Amount Levied</u>
1997-1998	\$ 1,750,000
1998-1999	\$ 1,785,000
1999-2000	\$ 3,213,726
2000-2001	\$ 5,204,465
2001-2002	\$ 6,606,735
2002-2003	\$ 6,606,735
2003-2004	\$ 6,606,735
2004-2005	\$ 6,606,735
2005-2006	\$ 6,606,735
2006-2007	\$ 6,606,735
2007-2008	\$ 6,350,000
2008-2009	\$ 6,350,000
2010-2011	\$ 6,350,000

A.R.S. § 15-910(J)(3)(d)

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A.R.S. § 15-910(J)(3)(k)  
A.R.S. § 15-910(J)(3)(l)  
**Washington Elementary School District**

(k) verification that the desegregation funding will supplement and not supplant funding for other academic and extracurricular activities.

(l) verification that desegregation funding is educationally justifiable.

In 1986, the Office for Civil Rights performed a review of the Washington Elementary School District regarding its procedures for identifying, assessing, and serving limited English proficient students. In its findings, the Office for Civil Rights determined that the District was noncompliant in several areas. The District filed a remediation plan to correct these deficiencies and updated its original Title VI compliance plan, which was originally filed with OCR on July 31, 1980. In 1986, the District then entered into an administrative letter of agreement with OCR to take corrective action. At that point, the District was eligible to access desegregation funding as allowed by A.R.S. 15-910.G. The District did not do so at that time.

In 1997, the growing numbers of students who had been identified and assessed as limited English proficient in the Washington Elementary School District and the increasing costs associated with educating English language learners (ELLs) created the need to request that the Governing Board consider approving the use of desegregation funding to assist with funding the educational programs and services for limited English proficient students. In 1990, 574 students were identified and assessed as limited English proficient in the Washington Elementary School District. In 1997, 2,744 students had been identified and assessed as English language learners, representing a growth rate of 478% in seven years. In 2003, 6,482 students were identified and assessed as ELLs over the course of the school year. In 2005, 7,945 students were assessed, and during the 2005-2006 school year, 8,412 students were served as new, continuing, or reclassified English language learners, representing a growth rate over 17 years of 1467%. This growth continued in 2007-2008, with over 8,700 new, continuing and reclassified English language learners served. In addition, over 1,400 students were reclassified as proficient Spring 2008, for a total of 7,531 English language learners served during 2008-2009. Along with a slight decrease in enrollment, the numbers of English language learners decreased in 2008-2009 and again in 2009-2010. School year 2009-2010, nearly 6,500 students with a Primary Home Language Other Than English were assessed. Over 1,300 students were reclassified. Data showed a decrease in the number of English Language Learners enrolled in programs, while at the same time an

A.R.S. § 15-910(J)(3)(k)  
A.R.S. § 15-910(J)(3)(l)

increase in the number of students being monitored at over 2,200 former English language learners.

The purpose of the educational programs and services for limited English proficient students is to provide equal educational opportunity.

The objectives of the educational procedures and programs designed to serve limited English proficient students were and remain:

1. to identify students who have a primary home language other than English.
2. to assess the language proficiency of students who have been identified as having a primary home language other than English.
3. to provide appropriate program options for students who have been assessed as limited English proficient.
4. to assign highly qualified, trained staff to work with limited English proficient students.

Monies are allocated based upon the numbers of English language learners served in the District and at school sites. This contributes to the schools' ability to serve ELLs and assists schools with meeting the requirements of AYP and AZ LEARNs, particularly at those sites with the larger numbers of ELLs. Meeting the AMO for AYP with the ELL subgroup continues to be a challenge at the District level as well as at the individual school sites with the highest numbers of ELLs. The attached chart shows the 2008 and 2009 status of each of the schools relative to AYP and AZ LEARNs.



A.R.S. § 15-910(J)(3)(k)

A.R.S. § 15-910(J)(3)(l)

A.R.S. § 15-910(J)(3)(q)

The federal *No Child Left Behind Act* of 2001 mandates that schools make specific targets regarding student achievement. In addition to the federal accountability measure, Arizona has its own measure of school performance known as AZ LEARNS. The school profiles reflect the performance and growth of schools using scores from Arizona's Instrument to Measure Standards (AIMS).

**WESD AZ LEARNS and NCLB/AYP Designations 2008 and 2009**

SCHOOL	AYP 2008	AYP 2009	AZ LEARNS 2008	AZ LEARNS 2009
<b>Abraham Lincoln</b>	Yes	Yes	Excelling	Excelling
<b>Acacia</b>	Yes	Yes	Performing Plus	Highly Performing
<b>Alta Vista</b>	No	Yes	Underperforming	Performing Plus
<b>Arroyo</b>	No	Yes	Underperforming	Performing Plus
<b>Cactus Wren</b>	Yes	Yes	Performing Plus	Performing Plus
<b>Chaparral</b>	Yes	Yes	Performing Plus	Performing
<b>Cholla</b>	No	No	Performing	Performing Plus
<b>Desert Foothills</b>	No	No	Performing	Performing
<b>Desert View</b>	Yes	Yes	Performing Plus	Performing Plus
<b>Ironwood</b>	Yes	Yes	Performing Plus	Performing Plus
<b>John Jacobs</b>	Yes	Yes	Performing Plus	Performing Plus
<b>Lakeview</b>	Yes	Yes	Performing Plus	Performing Plus
<b>Lookout Mountain</b>	Yes	Yes	Excelling	Excelling
<b>Manzanita</b>	Yes	Yes	Performing	Performing Plus
<b>Maryland</b>	No	Yes	Underperforming	Performing Plus
<b>Moon Mountain</b>	Yes	Yes	Performing	Performing Plus
<b>Mountain Sky</b>	Yes	Yes	Highly Performing	Highly Performing
<b>Mountain View</b>	No	No	Underperforming	Performing
<b>Ocotillo</b>	No	Yes	Performing	Performing Plus
<b>Orangewood</b>	Yes	Yes	Performing	Performing Plus
<b>Palo Verde</b>	No	No	Performing	Performing Plus
<b>Richard E. Miller</b>	No	Yes	Performing	Performing Plus
<b>Roadrunner</b>	Yes	No	Performing	Performing
<b>Royal Palm</b>	Yes	Yes	Performing Plus	Performing Plus
<b>Sahuaro</b>	Yes	Yes	Highly Performing	Highly Performing
<b>Shaw Butte</b>	No	No	Failing to Meet Academic Standards	Performing Plus
<b>Sunburst</b>	Yes	Yes	Highly Performing	Highly Performing
<b>Sunnyslope</b>	No	No	Performing	Performing Plus
<b>Sunset</b>	Yes	Yes	Performing Plus	Performing Plus
<b>Sweetwater</b>	Yes	Yes	Performing Plus	Performing Plus
<b>Tumbleweed</b>	Yes	Yes	Performing Plus	Performing Plus
<b>Washington</b>	Yes	Yes	Performing Plus	Performing Plus

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(m) any documentation that supports the proposition that the requested desegregation funding is intended to result in equal education opportunities for all pupils in the school district

The purpose of the educational programs and services for limited English proficient students is to provide equal educational opportunity.

The objectives of the educational procedures and programs designed to serve limited English proficient students were and remain:

1. to identify students who have a primary home language other than English.
2. to assess the language proficiency of students who have been identified as having a primary home language other than English.
3. to provide appropriate program options for students who have been assessed as limited English proficient.
4. to assign highly qualified, trained staff to work with limited English proficient students.

The relative effectiveness of the funding mechanisms of the desegregation activities can be measured by the oral, reading, and writing scores on the Arizona English Language Learner Assessment (AZELLA). The AZELLA is the state-mandated language proficiency instrument used to assess students who have a primary home language other than English (PHLOTE). Prior to the 2006-2007 school year, the Stanford English Language Proficiency (SELP) test was used for two academic years. The two tests are not directly comparable.

The AZELLA combined scores of oral, reading, and writing subtests generate five levels of proficiency: pre-emergent, emergent, basic, intermediate, and proficient. The table below shows the percent of English language learners who advanced at least one proficiency level and the percent of students reclassified during 2007-2008, 2008-2009, and 2009-2010. \*Note: The AZELLA 2 was administered in 2009-2010. This original test was revised to more closely align with the English Language Proficiency Standards and the proficiency level cut scores were revised. The impact of these changes is currently being evaluated.

Year	% Making Progress		% Reclassified	
	K-5	6-8	K-5	6-8
2007-2008	86	75	21	21
2008-2009	85	71	31	25
2009-2010*	72	89	24	57

Over 1,700 students who were previously reclassified were monitored for their English language proficiency throughout 2008-2009. An additional 140 students initially tested as fluent English proficient (IFEP); over 750 English language learners were served throughout the year, but had withdrawn by end of year. In 2009-2010, over 2,200 students, previously identified as English language learners were monitored for progress academically.

During 2007-2008, 1,476 students were reclassified per the AZELLA and 1,706 students were reclassified during 2008-2009. The number of students reclassified in 2009-2010 was 1,348.

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- (n) verification that the desegregation funding will be used to promote systemic and organizational changes within the school district.

In the Washington School District, the desegregation funding mechanisms address the following needs:

- a. to identify students who have a primary home language other than English.
  - i. Throughout the 2008-2009 school year, more than 7,531 students were identified as having a primary home language other than English in more than 50 language groups in the Washington Elementary School District.
- b. to assess the language proficiency of students who have been identified as having a primary home language other than English.
  - i. Throughout the 2008-2009 school year, 6,777 students who had a primary home language other than English were identified as limited English proficient; 162 new PHLOTE students were determined to be non-LEP. For 2009-2010, nearly 6,500 students were assessed; 76 new PHLOTE students were identified as non-LEP.
- c. to provide appropriate program options for students who have been assessed as limited English proficient.
  - i. To comport with the implementation of Proposition 203, the Washington School District altered its delivery model for limited English proficient students in 2001 and continued that model through the 2007-2008 school year. The model included all of the identified English language learners in regular English classroom instruction, taught by teachers who were trained in providing sheltered English immersion strategies.

During the 2008-2009 school year, Washington Elementary School District began the implementation of the Structured English Immersion (SEI) model to comply with the statutes resulting from HB 2064 which require a four hour English Language Development (ELD) program for all English language learners. Extensive planning for moving toward

A.R.S. § 15-910(J)(3)(n)

the 4-hour ELD requirement occurred. Given the funding limitations, plans were drafted with existing staff only. A number of factors contributed to determining possible configurations for grouping and instructional minutes for ELD, including the number of English language learners among proficiency levels, the number of staff per grade level, and availability of supplemental staffing. Due to variations among school sites for each of these factors, each school's plan was unique.

For 2009-2010, WESD continued with the implementation of the four-hour SEI models using the same considerations regarding proficiency levels and staffing. The same plan will be followed for 2010-2011.

As funds become available the District would fully implement the plan as defined in the models.

- ii. The Rosetta Stone program was purchased as a supplement in the instruction of English language learners and implemented during the 2006-2007 school year, with expanded implementation throughout 2007-2008 and 2008-2009. This program provides students with a multimedia technology-assisted software program teaching English naturally from the very beginning to advanced skills. Students name objects and build sentences without translation or memorization. The software offers individualized practice in listening, speaking, grammar, reading, and writing. Guided exercises move students through these skills. Ancillary materials are also utilized by teachers to provide reinforcement and individualize instruction.
- iii. The WESD Governing Board approved the adoption of systemic reading program materials for implementation in 2008-2009 including materials specifically designed to meet the needs of English language learners. The core reading materials have a number of components designed to enhance access for English language learners, including pre-teaching, complementary, and re-teaching materials. An intervention kit is also provided with the core program. In addition to Rosetta Stone, supplemental materials, including *Moving Into English* and *Focus on English!*, were utilized to provide English language development instruction for English language learners as part of the four-hour model. The use of and training for these materials continued

throughout 2009-2010, and will continue as needed during 2010-2011.

d. to assign highly qualified, trained staff to work with limited English proficient students.

i. At the outset of the implementation of Proposition 203, all 1400 classroom teachers in the Washington School District were trained in a 14-hour module of instruction designed to qualify them to work with limited English proficient students. The instructional module included information about cultural backgrounds of students, English language acquisition strategies, instructional strategies for use in content areas, e.g. mathematics, science, social studies, etc., language proficiency assessments, instructional planning, and instructional modifications that are appropriate for English language learners. Subsequent to this initial training, additional training was provided to meet the required 15-hour provisional SEI endorsement requirements. Of certified staff in the 2008-2009 school year, 662 have met the 15-hour requirement for a provisional SEI endorsement, while 1030 have completed the requirements for the 60-hour full SEI endorsement; 21 teachers have a Bilingual Endorsement and 246 certified staff have English as a Second Language Endorsement. For school year 2009-2010, 1,359 teachers met the criteria for SEI highly qualified status; 952 teachers have a full SEI endorsement, 14 have a Bilingual Endorsement, 185 have an ESL endorsement, and 208 teachers hold a provisional SEI endorsement.

In addition to the training above, all continuing teachers have received training in differentiating instruction strategies, data analysis to guide instruction, and grouping strategies.

With implementation of the 4-hour ELD model, WESD staff including principals, program coaches, and teachers received training on the English Language Proficiency Standards and the Discrete Skills Inventory. Ongoing training on these components and the use of aligned instructional materials were provided and continued in 2009-2010, and additional training will occur in 2010-2011.

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- (o) verification that the desegregation funding will be used in accordance with the academic standards adopted by the state board of education pursuant to sections 15-701 and 15-701.01

All WESD curricula are aligned with the Arizona Academic Standards, as codified in the attached documentation.

- Governing Board agenda item (9-10-09)
- Declaration of Curricular & Instructional Alignment to the Arizona Academic Standards as signed by the WESD Governing Board President
- Declaration of Curricular & Instructional Alignment to the Arizona Academic Standards as signed by the WESD Superintendent

A.R.S. § 15-910(J)(3)(o)

**WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6**

TO:	Governing Board	<u>          X          </u>	Action
FROM:	Dr. Susan J. Cook, Superintendent	<u>                          </u>	Discussion
		<u>                          </u>	Information
DATE:	September 10, 2009	<u>                          </u>	1st Reading
AGENDA ITEM:	<u>*Declaration of Curricular and Instructional Alignment to the Arizona Academic Standards</u>		
INITIATED BY:	<u>Natalie McWhorter, Director of Curriculum</u>	SUBMITTED BY:	<u>Natalie McWhorter, Director of Curriculum</u>
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:	<u>BBA</u>		

**SUPPORTING DATA**

Funding Source: N/A  
Budgeted: N/A

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

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

Washington Elementary School District curriculum documents for mathematics, reading, writing, science, and social studies are fully aligned with the Arizona Academic Standards and were revised per the established timeline. All teachers have been in-serviced on the instruction of these standards as reflected in the WESD Program Guides.

The rearticulated Reading Program Guide was brought to the Board for adoption August 28, 2003. At the August 13, 2004 Governing Board meeting the revised Writing and Mathematics Program Guides were adopted. The revised Science Program Guide was adopted August 24, 2005. The WESD Social Studies Program Guide was adopted by the Governing Board August 9, 2007. The revision work to the Mathematics Curriculum Program Guide, which took place during the 2008-2009 school year, has been completed and was implemented in August of 2009. After a year of use and revision (standard operating practice), the program guide will be brought to the Governing Board for adoption.

**SUMMARY AND RECOMMENDATION**

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

Superintendent \_\_\_\_\_

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

Agenda Item \*II.J.





State of Arizona  
Department of Education

Tom Horne  
Superintendent of  
Public Instruction

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

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

**Governing Board**

The Governing Board of the WASHINGTON ELEMENTARY School District /Charter affirms that it has adopted a curriculum that is aligned with the Arizona Academic Standards and adopted an evaluation system that assesses whether teachers are integrating the Standards into their instructional practices. These policies are in effect for the 2009-2010 school year.

The deadline for submitting the Governing Board Declaration is October 15, 2009. The Declaration may be submitted at anytime prior to the deadline.

My signature below affirms the foregoing is accurate and complete:

Tee Lambert WESD Governing Board President  
Name (print or type) Title  
Tee Lambert 8/11/09  
Signature Date

This Declaration is to be submitted to the Arizona Department of Education by October 15, 2009. Please submit this Governing Board Declaration and the Superintendent/Charter Administrator Declaration together at the following FAX: 602-364-0902.

Standards-Based Best Practices  
Arizona Department of Education  
Cheryl J. Lebo  
Associate Superintendent of Standards & Assessment  
1535 West Jefferson St, Bin #5  
Phoenix AZ 85007

☒ Governing Board ☐ Superintendent/Charter Administrator ☐ School Principal

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State of Arizona  
Department of Education

Tom Horne  
Superintendent of  
Public Instruction

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

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

**Superintendent/Charter Administrator**

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

1. The Governing Board of Washington Elementary School District/Charter has adopted a curriculum that is aligned with the Arizona Academic Standards and adopted an evaluation system that assesses whether teachers are integrating the Standards into their instructional practices. These policies are in effect for the 2009-2010 school year.
2. The District/Charter administration of the Washington Elementary School District/Charter is implementing these policies by:
  - a. providing instructional materials aligned to the Standards.
  - b. providing (or arranging for others to provide) opportunities for teachers and principals to receive training related to the Standards.
  - c. administering the District/Charter's system of teacher evaluation to confirm that teachers are integrating the Standards into their instructional practices.
  - d. for non-unified school districts: collaborating on a curriculum alignment agreement between all corresponding feeders and receiving districts.

The deadline for submitting the Superintendent/Charter Administrator Declaration is October 15, 2009. The Declaration may be submitted at anytime prior to the deadline.

My signature below affirms the foregoing is accurate and complete:

Susan J. Cook, Superintendent 9/11/09

Name (print or type)

Title

Signature

Date

This Declaration is to be submitted to the Arizona Department of Education by October 15, 2009. Please submit this Superintendent/Charter Administrator Declaration and the Governing Board Declaration together to the following FAX: 602-364-0902.

Standards-Based Best Practices  
Arizona Department of Education  
Cheryl J. Lebo  
Associate Superintendent of Standards & Assessment  
1535 West Jefferson St., Bin #5  
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☐ Governing Board ☒ Superintendent/Charter Administrator ☐ School Principal

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- (p) verification that the desegregation funding will be used to accomplish specific actions to remediate proven discrimination pursuant to title VI of the civil rights act of 1964 (42 United States Code section 2000d) as specified in the court order or administrative agreement.

In 1986, the Office for Civil Rights performed a review of the Washington Elementary School District regarding its procedures for identifying, assessing, and serving limited English proficient students. In its findings, the Office for Civil Rights determined that the District was noncompliant in several areas. The District filed a remediation plan to correct these deficiencies and updated its original Title VI compliance plan, which was originally filed with OCR on July 31, 1980. In 1986, the District then entered into an administrative letter of agreement with OCR to take corrective action.

The objectives of the educational procedures and programs designed to serve limited English proficient students were and remain:

1. to identify students who have a primary home language other than English.
2. to assess the language proficiency of students who have been identified as having a primary home language other than English.
3. to provide appropriate program options for students who have been assessed as limited English proficient.
4. to assign highly qualified, trained staff to work with limited English proficient students.

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(q) an evaluation by the school district of the effectiveness of the school district's desegregation measures

The purpose of the educational programs and services for limited English proficient students is to provide equal educational opportunity. In order to achieve this goal, English language learners must be able to gain content knowledge in English. Thus academic growth is predicated on gains in oral, reading, and writing English proficiency.

The relative effectiveness of the funding mechanisms of the desegregation activities can be measured by the oral, reading, and writing scores on the Arizona English Language Learner Assessment (AZELLA). The AZELLA is the state-mandated language proficiency instrument used to assess students who have a primary home language other than English (PHLOTE). Prior to the 2006-2007 school year, the Stanford English Language Proficiency (SELP) test was used for two academic years. The two tests are not directly comparable.

The AZELLA combined scores of oral, reading, and writing subtests generate five levels of proficiency: pre-emergent, emergent, basic, intermediate, and proficient. The table below shows the percent of English language learners who advanced at least one proficiency level and the percent of students reclassified during 2007-2008, 2008-2009, and 2009-2010. \*Note: The AZELLA 2 was administered in 2009-2010. This original test was revised to more closely align with the English Language Proficiency Standards and the proficiency level cut scores were revised. The impact of these changes is currently being evaluated.

Year	% Making Progress		% Reclassified	
	K-5	6-8	K-5	6-8
2007-2008	86	75	21	21
2008-2009	85	71	31	25
2009-2010*	72	89	24	57

Over 1,700 students who were previously reclassified were monitored for their English language proficiency throughout 2008-2009. An additional 140 students initially tested as fluent English proficient (IFEP); over 750 English language learners were served throughout the year, but had withdrawn by end of year. In 2009-2010, 76 new PHLOTE students tested as fluent, and 2,218 reclassified fluent English proficient students were monitored for progress academically.

During 2007-2008, 1,476 students were reclassified per the AZELLA and 1,706 students were reclassified during 2008-2009. In 2009-2010, 1,348 students were reclassified as fluent English proficient.

A.R.S. § 15-910(J)(3)(q)

Per the *No Child Left Behind Act of 2001* and through AZ LEARNS, the academic progress of all students, especially the increasing population of English language learners, is measured. Meeting the Annual Measurable Objectives (AMO) for Adequate Yearly Progress (AYP) with the ELL subgroup continues to be a challenge at the District level as well as at the individual school sites with the highest numbers of ELLs. (See AZ LEARNS and NCLB/AYP Designations chart following A.R.S. 15-910(J)(3)(k)(l))

Following an analysis of the progress of English language learners, the need for a program specifically targeting English acquisition was identified. Thus to supplement the instruction of English language learners, the Rosetta Stone program was purchased and implemented in 2006-2007 and implementation was expanded upon in 2007-2008 and 2008-2009. The program provides students with a multimedia technology assisted software program teaching English naturally from the very beginning to advanced skills. Students name objects and build sentences without translation or memorization. The software offers individualized practice in listening, speaking, grammar, reading, and writing. Guided exercises move students through these skills. Ancillary materials are also utilized by teachers to provide reinforcement and individualize instruction.

Continued analysis of the AYP and AZ LEARNS data indicate a need to provide more consistent, current, scientifically research-based core reading instructional materials for all students, to include English language learners. Following the work of the Reading Adoption committee, the Governing Board adopted systemic reading programs for implementation in 2008-2009 which includes materials specifically designed to meet the needs of English language learners. The core reading materials have a number of components designed to enhance access for English language learners, including pre-teaching, complementary, and re-teaching materials. An intervention kit is also provided with the core program. In addition to Rosetta Stone, supplemental materials, including *Moving Into English* and *Focus on English!*, were utilized to provide English language development instruction for English language learners as part of the four-hour model. The use of and training for these materials continued in 2009-2010, and will continue as needed in 2010-2011.

The statutes resulting from HB 2064 require a four hour English Language Development program for all English language learners. Washington Elementary School District intends to comply with the changes. Extensive planning for moving toward the 4-hour ELD requirement occurred. Given funding, plans were drafted with existing staff only. A number of factors contributed to determining possible configurations for grouping and instructional minutes for ELD, including the number of English language learners among proficiency levels, the number of staff per grade level, and availability of supplemental staffing. Due to variations among school sites for each of these factors, each school's plan was unique. For 2009-2010, WESD continued with the implementation of the four-hour SEI models using the same considerations regarding proficiency levels and staffing. The same implementation plan will continue for 2010-2011.

As funds become available the District would fully implement the plan as defined in the models.

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(r) an estimate of when the school district will be in compliance with the court order or administrative agreement and a detailed account of the steps that the school district will take to achieve compliance.

WESD continues its compliance with the administrative agreement. The objectives of the educational procedures and programs designed to serve limited English proficient students were and remain:

1. to identify students who have a primary home language other than English.
2. to assess the language proficiency of students who have been identified as having a primary home language other than English.
3. to provide appropriate program options for students who have been assessed as limited English proficient.
4. to assign highly qualified, trained staff to work with limited English proficient students.

With a growth rate of English language learners over 17 years of 1467%, from 574 in 1990, to 8,412 during the 2005-2006 school year, and more than 8,700 students in 2007-2008, and the legal requirements surrounding the education of English language learners, desegregation funding allows WESD to remain in compliance.

In 1974, the Supreme Court (Lau v. Nichols, 414 U.S. 564, 94, S. Ct. 786) upheld the Office for Civil Rights departmental Policy Memorandum (1970) entitled, Identification of Discrimination and Denial of Services on the Basis of National Origin, as a valid interpretation of the Title VI responsibilities toward language minority students. That memorandum stated that:

Where inability to speak and understand the English language excludes national origin-minority group children from effective participation in the educational program offered by a school district, the district must take affirmative steps to rectify the language deficiency in order to open its instructional program to these students.

Nationally, school districts are obligated to uphold the *Lau* findings that indicate that districts must identify students who have a primary home language other than English, assess PHLOTE students for language proficiency, provide

appropriate program options for identified LEP students, and utilize trained, qualified staff to teach these students.

In Arizona, school districts are obligated to uphold the consent order from Flores v. Arizona (1999) that charged the State Superintendent of Public Instruction and the State Board of Education with identifying appropriate tests that determine if a child is limited English proficient, developing rules for reassessing students in reading, writing, and mathematics who have exited from *Lau* programs, developing rules for comparing the performance of LEP students with non-LEP students, developing rules for re-enrolling non-performing LEP students in *Lau* programs and/or providing compensatory instruction aimed at curing the skill or knowledge deficits revealed by instruction, curricula based on the Arizona Academic Standards, and daily instruction in basic subject areas, developing rules for IEPs for limited English proficient students, and developing rules for monitoring school districts and charter schools.

In Arizona, school districts were obligated to comply with A.R.S. 15-751-755, added by Proposition 203, an initiative measure approved by the voters on November 7, 2000. These statutory requirements obligated school districts to uphold the statement that, "All children in Arizona public schools shall be taught English by being taught in English and all children shall be placed in English language classrooms", subject to exceptions provided by parental waivers.

Following the passage of HB 2064, the resulting statutory changes, and the work of the Arizona English Language Learner Task Force, a four-hour Structured English Immersion program has been mandated. Washington Elementary School District intends to comply. Extensive planning for moving toward the 4-hour ELD requirement has occurred. Given funding, plans were drafted with existing staff only. A number of factors contributed to determining possible configurations for grouping and instructional minutes for ELD, including the number of English language learners among proficiency levels, the number of staff per grade level, and availability of supplemental staffing. Due to variations among school sites for each of these factors, each school's plan for 2008-2009 was unique. For 2009-2010, WESD continued with the implementation of the four-hour SEI models using the same considerations regarding proficiency levels and staffing, and will continue with the same plan for 2010-2011.

As funds become available the District would fully implement the plan as defined in the models.

With implementation of the 4-hour ELD model, WESD staff including principals, program coaches, and teachers received training on the English Language Proficiency Standards and the Discrete Skills Inventory during 2008-2009. Ongoing trainings on these components and the use of aligned instructional materials were provided in 2009-2010, and will continue in 2010-2011.

The Washington Elementary School District has assumed that it is in the public interest to comply with Supreme Court rulings, Federal Court consent orders, and Arizona Revised Statutes. The desegregation funding mechanism has allowed the Washington Elementary School District to fully uphold its legal mandates and to provide services to students that are, otherwise, under-funded.

Moreover, it is assumed that it is in the public interest to allow access to educational opportunities and programs by students who do not speak English or who are limited English proficient. This assumption is derived, in part, from the public's expectation that school systems' graduates will become contributing members of society. Notwithstanding the ongoing legal, political, and social conflict between assimilation and pluralism, the Washington Elementary School District believes that all children can learn and will achieve through outstanding educational programs. Therefore, it is in the public interest to adequately fund programs for all children.

The desegregation funding has allowed the school district to fund instructional materials, supplies, personnel, training, and assessment materials for program services for limited English proficient students.



# WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board   X   Action  
 FROM: Dr. Susan J. Cook, Superintendent   X   Discussion  
 DATE: July 8, 2010            Information  
 AGENDA ITEM: Option and Easement Agreement with Clear Wireless LLC for Cell Tower at Ironwood and Shaw Butte Elementary Schools            1st Reading

INITIATED BY: Cathy Thompson, Director of Business Services SUBMITTED BY: D. Rex Shumway, Legal Counsel

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION:   BBA  

## SUPPORTING DATA

Funding Source: N/A  
 Budgeted: N/A

Clear Wireless LLC (Clearwire) has proposed that the District enter into the attached Option and Easement Agreement for the purpose of constructing and maintaining a telecommunications facility (cell tower) at Ironwood and Shaw Butte Elementary Schools. Clearwire has worked with District staff and school site representatives to determine the appropriate location and design for the cell towers and a method of compensation that will create an opportunity to address some facility needs at the schools. The terms of the Option and Easement Agreements for each school are summarized as follows:

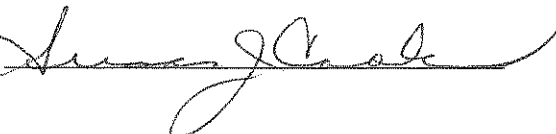
- **Option** – Six (6) month term in order to exercise the option. Option consideration - \$1,500.00.
- **Easement Term**
  - o Initial Term – Five (5) years from the date of the exercise of the Option.
  - o Subsequent Terms – Four (4) additional terms of the five (5) years each unless Clearwire gives the District notice of intent to non-renew not less than 90 days prior to the expiration of any term. The District may terminate the easement at any time following the completion of the 15<sup>th</sup> year upon 90 days notice to Clear Wireless.
- **Easement Consideration** - \$1,700.00 per month fee, adjustable by an increase of three percent in year two and each year thereafter. The Easement fee shall be abated at the rate of \$1,700.00 per month for the first year to offset the upfront payment of \$20,400.00 that Clearwire will make to the District to be used for immediate site and facility needs at Ironwood and Shaw Butte.

This agreement has been reviewed by District Legal Counsel.

## SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Option and Easement Agreement with Clear Wireless LLC for a telecommunications facility at Ironwood and Shaw Butte Elementary Schools and authorize the Superintendent to execute all necessary documents.

Superintendent



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

Agenda Item VII.B.

**OPTION AND EASEMENT AGREEMENT**  
**(For Telecommunications Facility at Ironwood Elementary School)**

THIS OPTION AND EASEMENT AGREEMENT (the "Agreement") is made effective as of July 8, 2010, ("Effective Date"), by and between WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6 of Maricopa County, Arizona, a political subdivision of the State of Arizona ("Grantor"), and CLEAR WIRELESS LLC, a Nevada limited liability company ("Grantee").

**RECITALS**

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

**OPTION**

- A. Grant of Option; Option Consideration. Grantor, for and in consideration of one thousand five-hundred dollars (\$1,500.00), the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to Grantee, its successors and assigns, an option (the "Option") to exercise the easement described in section 1.1 of the Easement Agreement.
- B. Option Period; Exercise of Option. The term of the Option (the "Option Period") shall commence as of the Effective Date, which is the date when the Governing Board of Grantor formally approves this Agreement, and end as of the date six (6) months thereafter. Grantee may, in its sole discretion, extend the Option Period by six (6) additional months by providing Grantor with written notice prior to the expiration of the original Option Period and by simultaneously paying Grantor the sum of one thousand five-hundred dollars (\$1,500.00). Grantee may exercise the Option at any time during the Option Period by delivering written notice thereof to Grantor. Upon Grantee's exercise of the Option, Section A through D of this Option shall merge into an easement agreement subject to the terms and conditions set forth in Sections 1 through 18 of this Agreement (the "Easement"). Such notice shall specify the date upon which the Easement Term (as defined below) shall commence (the "Easement Commencement Date"), which shall occur no later than thirty (30) days following the date of Grantee's exercise notice (the "Exercise Date"). In the event that Grantee has not exercised the Option on or before the expiration of the Option Period, this Agreement shall terminate and the parties shall be relieved of any further obligations hereunder, except for those that, by their terms, survive the termination of this Agreement.
- C. Due Diligence. At any time during the Option Period, Grantee, its employees, agents and contractors shall have the right to enter upon the Grantor's Property to investigate the Site and all matters relevant to the physical condition thereof and the suitability of the Site for the Permitted Uses (as defined below). Such right shall include, without limitation, the right to

inspect, examine, sample and conduct all engineering or environmental tests or studies of the Site, to review the condition of title to Grantor's Property and the Site, and to apply for and obtain all licenses and permits required for the Permitted Uses from all applicable governmental or regulatory entities. Grantor shall reasonably cooperate with Grantee, but at no expense to Grantor, in Grantee's efforts to obtain such approvals. All such investigations shall be conducted at Grantee's sole expense. Grantee shall not be liable to Grantor or any third party on account of any pre-existing defect or condition on or with respect to the Site, whether or not such defect or condition is disclosed by Grantee's inspection. Grantee shall be liable for any damage, loss or destruction to the Site as a result of conducting any investigations in accordance with this Section; provided, however, Grantee's mere discovery of an adverse condition on the Site shall not, in and of itself, trigger Grantee's obligations herein, except to the extent Grantee's employees, agents or contractors worsen the adverse condition.

## **EASEMENT AGREEMENT**

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

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

1.1 **Location.** Upon Grantee's exercise of the Option, Grantor grants to Grantee, and Grantee accepts, an easement (the "Easement"), the legal description of which is set forth in Exhibit "A" attached hereto, on and across property owned by Grantor which is the site of Ironwood Elementary School, Phoenix, Arizona (the "Site") located in Maricopa County, to be used by Grantee for the purposes set forth in Section 2 hereof and as shown on the Site Plan attached hereto as Exhibit "B" (the "Site Plan") and as described in Exhibit "C" attached hereto.

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

1.3 **Non-exclusive Rights.** Grantor covenants that Grantee, upon paying the consideration and performing the covenants by it herein made, shall and may peacefully and quietly have, hold and enjoy the Easement; provided, however, that Grantee's rights hereunder are non-exclusive, and Grantor may enter into leases or grant easements on the Site for telecommunications facility use or otherwise, so long as such other usage does not interfere with Grantee's signal or other permitted use of the Easement as described herein, with no reduction or return of the consideration or obligations of Grantee hereunder. Grantor agrees to give Grantee thirty (30) days prior notice of a proposed new use of the Site by any third party, and to provide relevant information about the proposed new use so that Grantee can determine, in Grantee's reasonable discretion, if any harmful interference to Grantee's use of the Easement will result from the proposed new use. Grantee must object to such new use within such 30-day period or Grantee shall be estopped from objecting to such new use. Nothing in this Section 1.3 shall restrict Grantor's use of the Site for any educational purposes.

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

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

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

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

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

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

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

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

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

4. **CONSIDERATION.**

4.1 **Fee.** Except as provided in Paragraph 4.2 below, in consideration of Grantor's grant of the Easement hereunder, Grantee will pay to Grantor one thousand seven hundred dollars (\$1,700.00) each month ("Fee Payment") as Rent, beginning on the Easement Commencement Date. Said Rent shall be payable in advance to Grantor by the fifth day of each calendar month. Grantee will pay, as additional rent, any increase in real property taxes levied against the Easement that is directly attributable to Grantee's improvements on the Easement upon Grantor furnishing proof of such increase to Grantee. Rent payments will be mailed to:

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

4.2 **Up Front Payment.** Upon the Easement Commencement Date, Grantee will pay to Grantor the sum of \$20,400.00, equal to the total of the monthly Fee Payments for the first year of the Initial Easement Term. The monthly Fee Payment as defined in paragraph 4.1 of this Agreement, shall be abated in the amount of one thousand seven hundred dollars (\$1,700.00) per month during the first year of the Initial Easement Term.

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

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

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

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

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

7. **CONSTRUCTION AND MAINTENANCE.**

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

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

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

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

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

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

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

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

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

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



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

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

## 9. **INSURANCE.**

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

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

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

10. **TRANSFER.**

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

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

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

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

11. **TERMINATION.**

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

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

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

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

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

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

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

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

GRANTEE: Clear Wireless LLC  
4400 Carillon Point  
Kirkland, WA 98033  
Attn: Legal Department  
Telephone: 425-216-7600

13. **CONTACT INFORMATION.**

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

Washington Elementary School District No. 6  
Business Services Department  
(602) 347-2615

Clear Wireless LLC  
Site Leasing Department  
425-216-7600

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

Clearwire NOC  
(866) 316-7575

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

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

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

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

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

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

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

18. **INTERPRETATION.**

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

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

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

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

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

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

18.7 **Severability.** If any provision of this Agreement shall be declared invalid or unenforceable, that provision shall be deemed modified to the extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the modified or remaining provisions shall remain in full force and effect.

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

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

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

**GRANTOR:**

WASHINGTON ELEMENTARY SCHOOL  
DISTRICT NO. 6

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

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

**GRANTEE:**

CLEAR WIRELESS LLC, a Nevada  
limited liability company

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

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

STATE OF ARIZONA       )  
                                      ) ss.  
County of Maricopa       )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of Washington Elementary School District No. 6 of Maricopa County, Arizona.

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

My Commission Expires:

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, who acknowledged himself/herself to the \_\_\_\_\_ of Clear Wireless LLC, a Nevada limited liability company.

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

My Commission Expires:

**EXHIBIT "A"**

**EASEMENT LEGAL DESCRIPTION**

**(For Telecommunications Facility at Ironwood Elementary School)**

Grantor owns certain property with an address of 14850 North 39<sup>th</sup> Avenue, Phoenix, AZ 85053, hereinafter identified as the "Property", legally described as follows:

The East 405 feet of the Southeast quarter of the Northwest quarter of Section Ten (10), Township Three (3) North, Range Two (2) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona:

EXCEPT: the North 25 feet of the West 375 feet thereof; and

EXCEPT: the South 30 feet of the West 375 feet thereof; and

EXCEPT: the East 30 feet thereof; and

EXCEPT: beginning at a point 30 feet Westerly and 41 feet Northerly from the Southwest corner of said Southeast quarter of the Northwest quarter of the Section 10; thence South 0 degrees 02 minutes 30 seconds West 11.00 feet parallel to the East line of said Southeast quarter of the Northwest quarter of Section 10; thence South 89 degrees 19 minutes 30 seconds West 11.00 feet, parallel to the South line of said Southeast quarter of the Northwest Quarter of Section 10-; thence North 44 degrees 41 minutes 00 seconds East 15.65 feet to the point of beginning; and

EXCEPT: beginning at a point 37 feet Southerly and 30 feet Westerly from the Northeast corner of said Southeast quarter of the Northwest quarter of Section 10; thence North 0 degrees 02 minutes 30 seconds East 12.00 feet parallel to the East line of said Southeast quarter of the Northwest quarter of Section 10; thence South 89 degrees 22 minutes 07 seconds West 12.00 feet parallel to the North line of said Southeast quarter of the Northwest quarter of Section 10; thence Easterly and Southerly 18.77 feet to the point of beginning along the arc of a curve concave to the Southwest whose radius is 11.86 feet and whose central angle is 90 degrees 40 minutes 23 seconds.

Approved

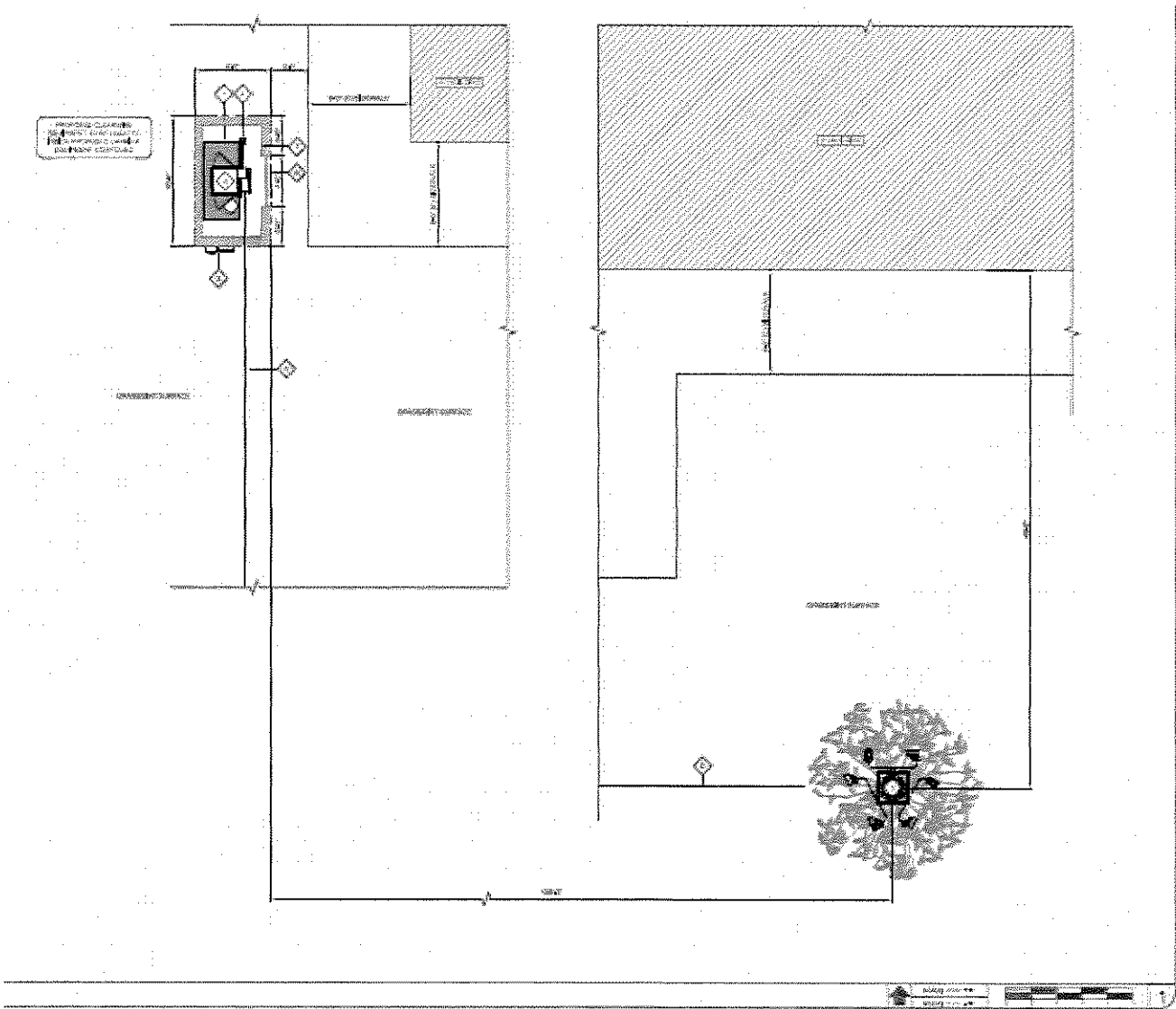
Grantor: \_\_\_\_\_

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

EXHIBIT "B"

SITE PLAN

(For Telecommunications Facility at Ironwood Elementary School)



Attachment Approved

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

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



## **EXHIBIT "C"**

### **PERMITTED USES OF EASEMENT**

#### **(For Telecommunications Facility at Ironwood School)**

(A) Grantee may use the following portions of the Easement only for the following purposes:

(1) That portion of the Easement indicated as the Site Easement on the Site Plan.

(a) For the establishment, construction, installation, maintenance, improvement and repair of a mobile communications facility, including: transmission equipment; cellular, radio, link and other telecommunication antenna structures; wires, cables, conduits and pipes;

(b) For the operation of a personal communications service system facility, radio, link or other telecommunication equipment.

(2) Both the access part of the Easement and the site part of the Easement as indicated on the Site Plan may be used for the installation, maintenance, improvement and repair of underground coaxial cable, wires, cables, conduits and pipes, and for non-exclusive ingress and egress of pedestrian and vehicular traffic, including trucks.

## EXHIBIT "D"

### IMPROVEMENTS

#### **(For Telecommunications Facility at Ironwood Elementary School)**

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

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

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

Attachment Approved

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

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

**OPTION AND EASEMENT AGREEMENT**  
**(For Telecommunications Facility at Shaw Butte Elementary School)**

THIS OPTION AND EASEMENT AGREEMENT (the "Agreement") is made effective as of July 8, 2010, ("Effective Date"), by and between WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6 of Maricopa County, Arizona, a political subdivision of the State of Arizona ("Grantor"), and CLEAR WIRELESS LLC, a Nevada limited liability company ("Grantee").

**RECITALS**

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

**OPTION**

- A. Grant of Option; Option Consideration. Grantor, for and in consideration of one thousand five-hundred dollars (\$1,500.00), the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to Grantee, its successors and assigns, an option (the "Option") to exercise the easement described in section 1.1 of the Easement Agreement.
- B. Option Period; Exercise of Option. The term of the Option (the "Option Period") shall commence as of the Effective Date, which is the date when the Governing Board of Grantor formally approves this Agreement, and end as of the date six (6) months thereafter. Grantee may, in its sole discretion, extend the Option Period by six (6) additional months by providing Grantor with written notice prior to the expiration of the original Option Period and by simultaneously paying Grantor the sum of one thousand five-hundred dollars (\$1,500.00). Grantee may exercise the Option at any time during the Option Period by delivering written notice thereof to Grantor. Upon Grantee's exercise of the Option, Section A through D of this Option shall merge into an easement agreement subject to the terms and conditions set forth in Sections 1 through 18 of this Agreement (the "Easement"). Such notice shall specify the date upon which the Easement Term (as defined below) shall commence (the "Easement Commencement Date"), which shall occur no later than thirty (30) days following the date of Grantee's exercise notice (the "Exercise Date"). In the event that Grantee has not exercised the Option on or before the expiration of the Option Period, this Agreement shall terminate and the parties shall be relieved of any further obligations hereunder, except for those that, by their terms, survive the termination of this Agreement.
- C. Due Diligence. At any time during the Option Period, Grantee, its employees, agents and contractors shall have the right to enter upon the Grantor's Property to investigate the Site and all matters relevant to the physical condition thereof and the suitability of the Site for the Permitted Uses (as defined below). Such right shall include, without limitation, the right to

inspect, examine, sample and conduct all engineering or environmental tests or studies of the Site, to review the condition of title to Grantor's Property and the Site, and to apply for and obtain all licenses and permits required for the Permitted Uses from all applicable governmental or regulatory entities. Grantor shall reasonably cooperate with Grantee, but at no expense to Grantor, in Grantee's efforts to obtain such approvals. All such investigations shall be conducted at Grantee's sole expense. Grantee shall not be liable to Grantor or any third party on account of any pre-existing defect or condition on or with respect to the Site, whether or not such defect or condition is disclosed by Grantee's inspection. Grantee shall be liable for any damage, loss or destruction to the Site as a result of conducting any investigations in accordance with this Section; provided, however, Grantee's mere discovery of an adverse condition on the Site shall not, in and of itself, trigger Grantee's obligations herein, except to the extent Grantee's employees, agents or contractors worsen the adverse condition.

## **EASEMENT AGREEMENT**

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

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

1.1 **Location.** Upon Grantee's exercise of the Option, Grantor grants to Grantee, and Grantee accepts, an easement (the "Easement"), the legal description of which is set forth in Exhibit "A" attached hereto, on and across property owned by Grantor which is the site of Shaw Butte Elementary School, Phoenix, Arizona (the "Site") located in Maricopa County, to be used by Grantee for the purposes set forth in Section 2 hereof and as shown on the Site Plan attached hereto as Exhibit "B" (the "Site Plan") and as described in Exhibit "C" attached hereto.

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

1.3 **Non-exclusive Rights.** Grantor covenants that Grantee, upon paying the consideration and performing the covenants by it herein made, shall and may peacefully and quietly have, hold and enjoy the Easement; provided, however, that Grantee's rights hereunder are non-exclusive, and Grantor may enter into leases or grant easements on the Site for telecommunications facility use or otherwise, so long as such other usage does not interfere with Grantee's signal or other permitted use of the Easement as described herein, with no reduction or return of the consideration or obligations of Grantee hereunder. Grantor agrees to give Grantee thirty (30) days prior notice of a proposed new use of the Site by any third party, and to provide relevant information about the proposed new use so that Grantee can determine, in Grantee's reasonable discretion, if any harmful interference to Grantee's use of the Easement will result from the proposed new use. Grantee must object to such new use within such 30-day period or Grantee shall be estopped from objecting to such new use. Nothing in this Section 1.3 shall restrict Grantor's use of the Site for any educational purposes.

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

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

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

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

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

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

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

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

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

4. **CONSIDERATION.**

4.1 **Fee.** Except as provided in Paragraph 4.2 below, in consideration of Grantor's grant of the Easement hereunder, Grantee will pay to Grantor one thousand seven hundred dollars (\$1,700.00) each month ("Fee Payment") as Rent, beginning on the Easement Commencement Date. Said Rent shall be payable in advance to Grantor by the fifth day of each calendar month. Grantee will pay, as additional rent, any increase in real property taxes levied against the Easement that is directly attributable to Grantee's improvements on the Easement upon Grantor furnishing proof of such increase to Grantee. Rent payments will be mailed to:

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

4.2 **Up Front Payment.** Upon the Easement Commencement Date, Grantee will pay to Grantor the sum of \$20,400.00, equal to the total of the monthly Fee Payments for the first year of the Initial Easement Term. The monthly Fee Payment as defined in paragraph 4.1 of this Agreement, shall be abated in the amount of one thousand seven hundred dollars (\$1,700.00) per month during the first year of the Initial Easement Term.

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

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

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

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

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

7. **CONSTRUCTION AND MAINTENANCE.**

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

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

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

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

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



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

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

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

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

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

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

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

## 9. **INSURANCE.**

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

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

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

10. **TRANSFER.**

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

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

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

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

11. **TERMINATION.**

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

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

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

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

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

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

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

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

GRANTEE: Clear Wireless LLC  
4400 Carillon Point  
Kirkland, WA 98033  
Attn: Legal Department  
Telephone: 425-216-7600

13. **CONTACT INFORMATION.**

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

Washington Elementary School District No. 6  
Business Services Department  
(602) 347-2615

Clear Wireless LLC  
Site Leasing Department  
425-216-7600

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

Clearwire NOC  
(866) 316-7575

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

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

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

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

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

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

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

18. **INTERPRETATION.**

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

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

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

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

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

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

18.7 **Severability.** If any provision of this Agreement shall be declared invalid or unenforceable, that provision shall be deemed modified to the extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the modified or remaining provisions shall remain in full force and effect.

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

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

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

**GRANTOR:**

WASHINGTON ELEMENTARY SCHOOL  
DISTRICT NO. 6

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

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

**GRANTEE:**

CLEAR WIRELESS LLC, a Nevada limited  
liability company

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

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

STATE OF ARIZONA       )  
  ) ss.  
County of Maricopa       )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of Washington Elementary School District No. 6 of Maricopa County, Arizona.

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

My Commission Expires:

\_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, who acknowledged himself/herself to the \_\_\_\_\_ of Clear Wireless LLC, a Nevada limited liability company.

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

My Commission Expires:

\_\_\_\_\_

**EXHIBIT "A"**

**EASEMENT LEGAL DESCRIPTION**

**(For Telecommunications Facility at Shaw Butte Elementary School)**

Grantor owns certain property with an address of 12202 North 21<sup>st</sup> Avenue, Phoenix, AZ 85029, hereinafter identified as the "Property", legally described as follows:

The East 505 feet of the East half of the Southwest quarter of the Southeast quarter of Section 13, Township 3 North, Range 2 East of the Gila and Salt River Base and Meridian;

EXCEPT the East 25 feet thereof.

Approved

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

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



(For Telecommunications Facility at Shaw Butte Elementary School)



## EXHIBIT "C"

### PERMITTED USES OF EASEMENT

#### **(For Telecommunications Facility at Shaw Butte School)**

(A) Grantee may use the following portions of the Easement only for the following purposes:

(1) That portion of the Easement indicated as the Site Easement on the Site Plan.

(a) For the establishment, construction, installation, maintenance, improvement and repair of a mobile communications facility, including: transmission equipment; cellular, radio, link and other telecommunication antenna structures; wires, cables, conduits and pipes;

(b) For the operation of a personal communications service system facility, radio, link or other telecommunication equipment.

(2) Both the access part of the Easement and the site part of the Easement as indicated on the Site Plan may be used for the installation, maintenance, improvement and repair of underground coaxial cable, wires, cables, conduits and pipes, and for non-exclusive ingress and egress of pedestrian and vehicular traffic, including trucks.

## EXHIBIT "D"

### IMPROVEMENTS

#### (For Telecommunications Facility at Shaw Butte Elementary School)

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

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

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

Attachment Approved

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

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

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
X Discussion  
FROM: Dr. Susan J. Cook, Superintendent Information  
1st Reading  
DATE: July 8, 2010  
AGENDA ITEM: Governing Board Argument for the Maintenance & Operations (M&O) Override Election Pamphlet  
INITIATED BY: Governing Board SUBMITTED BY: Tee Lambert and Aaron Jahneke  
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: A.R.S. 15-481.9

**SUPPORTING DATA**

Funding Source: N/A  
Budgeted: N/A

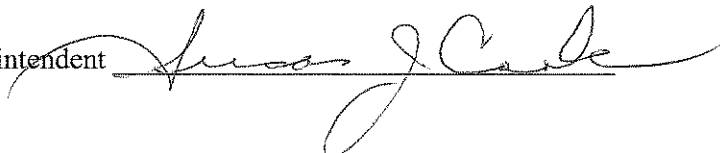
A.R.S. 15-481.9 authorizes that an argument may be submitted by the Governing Board of a school district proposing an override. "Arguments for the proposed increase in the budget shall be provided in writing and signed by the governing board." This statement shall be in a form prescribed by the County School Superintendent and shall not exceed 200 words. The statement is due in the County Superintendent's Office no later than August 6, 2010. This statement will be included in the publicity pamphlet for the election.

The attached argument was prepared by Board members Tee Lambert and Aaron Jahneke for the Governing Board's review and action.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve an argument in support of the Maintenance & Operations (M&O) Override to be included in the Publicity Pamphlet for the election to be held on November 2, 2010.

Superintendent



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

Agenda Item VII.C.

## **Argument for the Washington Elementary School District No. 6 Maintenance and Operation Budget Override Election**

We respectfully ask that taxpayers continue to support our students by reauthorizing the Washington Elementary School District's Maintenance and Operations Budget Override. As Governing Board members, our job is to make responsible decisions that demonstrate that we are accountable to taxpayers by:

- Improving student achievement as evidenced by our AZ LEARNS scores; all 32 schools earned achievement profiles of performing, performing plus, highly performing, or excelling.
- Continuing alignment of comprehensive curricula with Arizona Academic Standards.
- Continuing art, music, and physical education programming for students.
- Providing meaningful professional development for teachers and staff.
- Providing goals and strategies for employees to improve both school and student performances.
- Ensuring more spending in the classroom and continued effective fiscal management.
- Continuing to build a supportive coalition of parents, businesses, teachers, staff, and community members.

Your reauthorization of the Maintenance and Operations Budget Override will allow us to continue providing quality educational programs for our 23,000 students. Please vote yes on November 2, 2010.

WESD Governing Board:

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Tee Lambert, Governing Board President

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Chris Maza, Governing Board Vice President

---

Bill Adams, Governing Board Member

---

Clorinda Graziano, Governing Board Member

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Aaron Jahneke, Governing Board Member

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board

FROM: Dr. Susan J. Cook, Superintendent

DATE: July 8, 2010

AGENDA ITEM: Trust Board Update

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: Policy EIC and A.R.S. §15-382

	Action
	Discussion
	Information
	1st Reading

**SUPPORTING DATA**

Funding Source: Trust Funds  
Budgeted: Yes

Chris Maza will provide a review of the following matters that were discussed at the June 15, 2010 meeting of the Casualty Trust, Worker's Compensation Trust, and Employee Benefit Trust Boards:

**Casualty Trust**

- Reviewed the monthly financial report presented by Jennifer O'Rourke from Zobel & Hall.
- Approved the Property and Casualty Insurance with Arizona School Risk Retention Trust, Inc. for Fiscal Year 2010-2011.

**Workers' Compensation Trust**

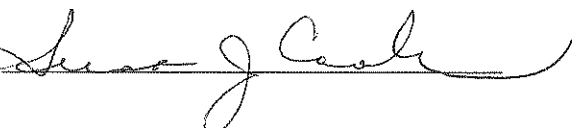
- Reviewed the monthly financial report presented by Jennifer O'Rourke from Zobel & Hall.

**Employee Benefit Trust**

- Reviewed the monthly financial reports presented by Jennifer O'Rourke from Zobel & Hall and John Coyle from The Segal Company.
- Discussed possible changes to the Stop Loss Insurance Renewal for 2010-2011 that was approved at the May 18, 2010 Trust Board meeting. Further information would be provided in a future action item.

**SUMMARY AND RECOMMENDATION**

No action required.

Superintendent 

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

Agenda Item VIII.A.