

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

**DATE:** September 12, 2013

**TIME:** Regular Meeting 7:00 p.m.

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

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

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

**I. REGULAR MEETING – GENERAL FUNCTION**

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

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

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

- E. Approval of the Minutes

1-7

It is recommended that the Governing Board approve the Minutes of the August 22, 2013 Regular Meeting (all Governing Board members were in attendance).

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

- F. Current Events: Governing Board and Superintendent  
*Celebrating Our Successes!* Shannon Bonnette, Principal at Richard E. Miller Elementary School, will share information regarding the school's student achievement gains.
- G. Special Recognition  
Special Recognition of Governing Board members who received recognition from the Arizona School Boards Association (ASBA) for their diligent work with ASBA programs for continuing education and training:
  - Bill Adams was awarded the First Cluster.
  - Tee Lambert was awarded the Masters of Boardmanship.
- H. Public Participation\*\*
  - Members of the public may address the Governing Board during this portion of the agenda in regard to non-agenda items (not to exceed three (3) minutes at chair's discretion). If interpretation services are used, the time shall not exceed six (6) minutes, including interpretation.)

## **I. REGULAR MEETING – GENERAL FUNCTION (continued)**

### **H. Public Participation\*\* (continued)**

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

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

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

## **II. CONSENT AGENDA**

- |  |       |
|--|-------|
| <b>*A. Approval/Ratification of Vouchers</b>   | 8-9   |
| 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>*B. Personnel Items</b>   | 10-13 |
| Personnel items include resignations, terminations, requests for retirement or leave, recommendations for employment and position changes.   |       |
| <b>*C. Public Gifts and Donations (The Value of Donated Items is Determined by the Donor)</b>  | 14    |
| 1. Chaparral Parent/Teacher Association donated a check in the amount of \$2,500.00 toward the purchase of an electronic marquee at Chaparral Elementary School.   |       |
| 2. Lookout Mountain Parent/Teacher Organization donated a check in the amount of \$1,149.44 to be used for various Community of Caring activities throughout the year at Lookout Mountain Elementary School. |       |
| 3. Pure Heart Church donated a six foot room partition with an approximate value of \$2,000.00 for the benefit of kindergarten students at Sunburst Elementary School.                                       |       |
| 4. St. Andrews Lutheran Church donated school supplies with an approximate value of \$450.00 for the benefit of students at Lakeview Elementary School.  |       |
| 5. Washington Education Foundation donated checks and gift cards for a total amount of \$1,670.00 for incentives for the Washington Elementary School District Annual United Way campaign.                   |       |
| 6. Credit Union West donated a check in the amount of \$1,035.00 to purchase items to support partnerships with local colleges and universities and the Academic Support Programs Department.                |       |
| <b>*D. Out-of-State Travel</b>   | 15-16 |
| 1. Sally Anne Cook, teacher at Sunburst Elementary School, to attend the Educator Training at the Ron Clark Academy, October 3-4, 2013, in Atlanta, GA, at a cost of \$190.00.                               |       |
| <b>*E. Issue RFP No. 13.027 for Specified Services – Tutoring and Substitute Teaching Agencies</b>   | 17-18 |
| <b>*F. Amendment to the Intergovernmental Agreement with the City of Phoenix for the Head Start Program</b>  | 19-27 |
| <b>*G. Intergovernmental Agreement with the Department of Public Health, Maricopa County Tobacco &amp; Chronic Disease Prevention</b>  | 28-47 |

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

- |   |       |
|---|-------|
| *H. Collaborative Partner Agreement Between the Association for Supportive Child Care and Moon Mountain Elementary School for Participation in the Arizona Kith and Kin Project | 48-53 |
| *I. Memorandum of Understanding with Valle del Sol – Family Service Center  | 54-59 |
| *J. Memorandum of Understanding with William W. Jenkins, PhD, LP. Consulting Services for Play Therapy Services   | 60-63 |
| *K. Memorandum of Understanding with the Casa Center for Positive Social Change   | 64-67 |
| *L. 2013-2014 Qualified Evaluators  | 68-69 |
| *M. Acceptance of the “Donate to Educate” Cardinals Charities Grant in the amount of \$4,000.00 and the City of Phoenix Block Watch Grant in the amount of \$9,632.00           | 70    |

## **III. ACTION / DISCUSSION ITEM**

- |  |       |
|--|-------|
| A. Temporary Suspension of Policy BGB – Policy Adoption and Adoption of Proposed Amended Policy DJE – Bidding/Purchasing Procedures (D. Rex Shumway) | 71-90 |
|--|-------|

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

## **IV. FUTURE AGENDA ITEMS**

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

## **VI. ADJOURNMENT**

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

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

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

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

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

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

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

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

2013-2014

August 22, 2013

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 7:00 p.m. Governing Board members constituting a quorum were present: Mr. Chris Maza, Mr. Bill Adams, Mr. Aaron Jahneke, and Mrs. Tee Lambert. Ms. Clorinda Graziano joined the meeting at 7:02 p.m.

**B. Moment of Silence and Meditation**

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

**C. Pledge of Allegiance**

Mr. Maza asked Chris Beck (Boy Scout in Troop 126) to lead the Pledge of Allegiance.

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

A motion was made by Mr. Adams that the Governing Board adopt the Regular Meeting Agenda. The motion was seconded by Mr. Jahneke. 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 July 11, 2013 Regular Meeting. The motion was seconded by Mrs. Lambert. The motion carried.

**UNANIMOUS**

**F. Approval of the Minutes**

A motion was made by Mrs. Lambert that the Governing Board approve the Minutes of the August 1, 2013 Special Meeting. The motion was seconded by Mr. Jahneke. The motion carried.

**UNANIMOUS**

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

Mrs. Lambert thanked the students who participated in the summer Project Sharp Program for their letters about their experiences and what they learned. The students were promoted from 8<sup>th</sup> grade and would be attending high school.

Mr. Adams shared that he enjoyed attending the Arizona School Boards Association (ASBA) Summer Leadership Institute in Flagstaff, AZ, which was very productive and informative.

Mr. Jahneke shared that he enjoyed attending the Washington Elementary School Meet the Teacher Night and commended Principal Sean Carney and his staff for their efforts.

Ms. Graziano thanked the Project Sharp Program students for their letters. She also thanked the Glendale Union High School District for the program. She appreciated that the students were not only learning math skills, but also language arts skills when writing the meaningful letters.

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Mr. Maza shared the following:

- Thanked all of the District employees for a successful opening of the 2013-2014 school year.
- Asked Dr. Cook to deliver a special thank you to the employees in the Facilities Department for making sure that the air conditioning and everything in the schools were ready for the students and staff when school reopened.
- Asked Dr. Cook to deliver his appreciation to the bus drivers and employees in the Transportation Department who scheduled the bus routes and ensured the safety of the bus riders.
- Advised that his household had been very involved in their roles as community patrons and worked with several school districts. He stated it was very enjoyable and satisfying working with the 501c3 non-profit groups, e.g., SOSAz (Support Our Schools Arizona), in the support of public education.

Dr. Cook thanked all of the staff members who contributed to the smooth opening of the school year.

**H. Public Participation**

There was no public participation.

**I. Approval of the Consent Agenda**

**UNANIMOUS**

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

**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. Annual Intergovernmental Cooperative Purchase Agreements with the Greater Phoenix Purchasing Consortium for Schools (GPPCS) and Strategic Alliance for Volume Expenditures (SAVE) | <b>UNANIMOUS</b> |
| *D. Annual Intergovernmental Cooperative Purchase Agreements with the State Procurement Office (SPO) and Mohave Educational Services Cooperative (MESCC)                              | <b>UNANIMOUS</b> |
| *E. Award of Contract – RFP No. 13.002, Community Mobile Dental Services at No Cost to the District   | <b>UNANIMOUS</b> |
| *F. Award of Contract – RFP No. 13.014, Life Safety Services  | <b>UNANIMOUS</b> |
| *G. Award of Contract – Bid No. 13.010, Maintenance Parts, Supplies, Rentals, Repair and Service Calls  | <b>UNANIMOUS</b> |
| *H. Award of Contract – Bid No. 13.021, Nutrition Services Kitchen Equipment  | <b>UNANIMOUS</b> |
| *I. Addendum to the Food Program Permanent Service Agreement for the Fresh Fruit and Vegetable Program  | <b>UNANIMOUS</b> |

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\*J. Student Placement Agreement between Arizona State University/Mary Lou Fulton Teacher's College/University Service Learning and the Washington Elementary School District/Academic Support Programs Department **UNANIMOUS**

\*K. Acceptance of the Elementary and Secondary School Counseling Grant in the Amount of \$364,386.00, the School Safety Grant in the Amount of \$571,462.04, the City of Phoenix Block Watch Grants in the Amount of \$39,216.00, the Character Education Matching Grant in the Amount of \$80,000.00 and the Target Grant in the Amount of \$2,000.00 **UNANIMOUS**

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

**A. Arizona School Boards Association's Delegate Assembly Appointments and Proposed 2014 Legislative Political Agenda **UNANIMOUS****

Mr. Maza advised Board members that the Arizona School Boards Association (ASBA) was requesting the names of the District's delegate and alternate delegate who will attend the ASBA Delegate Assembly on September 7, 2013. Board members were also asked to review the ASBA proposed 2014 Legislative Political Agenda.

Ms. Graziano nominated Tee Lambert to be the delegate and Mr. Adams nominated Aaron Jahneke to be the alternate delegate for the ASBA Delegate Assembly on September 7, 2013. Mrs. Lambert and Mr. Jahneke accepted the nominations.

Mrs. Lambert reported that she had served on the ASBA committee to review the suggestions submitted by school districts for the proposed 2014 Legislative Political Agenda. Mrs. Lambert advised Board members that ASBA had changed its legislative proposal process this year. She stated that ASBA had reduced the proposal submissions into three categories – long-term, short-term, and 2014 Session-specific legislation. Mrs. Lambert reported that by categorizing the goals, the goals were now more succinct, proactive, and attainable.

Ms. Graziano referred to the 2014 Legislative Session-Specific items and asked what was an Administrative Reduction Omnibus mentioned in item 1. Mrs. Lambert responded that they used broad terminology from the suggestions received from school districts to lessen unfunded mandates and administrative burdens. Mrs. Lambert stated that there were many reporting requirements that were imposed by the Arizona Department of Education (ADE), the State Board, and the State Legislature.

A motion was made by Mr. Adams that the Governing Board appoint Tee Lambert as the Delegate and Aaron Jahneke as the Alternate Delegate to the Arizona School Boards Association's Delegate Assembly to be held on September 7, 2013. The motion was seconded by Ms. Graziano. The motion carried.

**B. Revision to Agreement with SBA Steel II LLC (Managing Sprint/Nextel Assets) for the Cell Tower at Sahuaro Elementary School **UNANIMOUS****

Dr. Cook advised the Board that it was being presented with a revision to an agreement with SBA Steel II LLC (Managing Sprint/Nextel Assets) for the cell tower at Sahuaro Elementary School. Dr. Cook introduced Ms. Cathy Thompson to review the revision.

Ms. Cathy Thompson reported that SBA Communications contacted the District to advise that effective June 30, 2013, the technology utilized by Sprint/Nextel at Sahuaro was being decommissioned and the site was flagged for review for termination. After negotiations with SBA Communications, the District agreed to keep the tower on the Sahuaro site, monthly rent would be reduced to \$450.00 beginning September 1 for a period of three years, and rent payment shall resume on September 1, 2016 according to the terms of the original agreement. In the event that Lessee enters into a new subtenancy with any telephony provider during the abatement period, rent and any escalations will resume according to the terms of the original agreement. At the end of the amended agreement, the District would have the option to cancel the agreement per the original terms.

Ms. Thompson advised that Sahuaro School was planning to utilize the existing funds and future funds to complete capital projects at the site that were not scheduled in the current bond plan.

Mrs. Lambert asked if the District would receive the \$450.00 monthly rent even though the cell tower was not in use. Ms. Thompson responded that the District would receive the \$450.00 monthly rent. However, if SBA Communications had another company that wished to lease the cell tower and the Governing Board approved an amendment to allow the use of the cell tower, the District would negotiate a new monthly rental fee.

Ms. Graziano asked if it was more cost effective for SBA Communications to leave the cell tower and pay a lower monthly rent than remove it. Ms. Thompson responded that the cell tower that was relocated at Lookout Mountain Elementary School cost the carrier approximately \$300,000.00-\$400,000.00.

A motion was made by Mr. Adams that the Governing Board approve the amendment to the agreement with SBA Communications (Sprint/Nextel) for the communications tower at Sahuaro Elementary School to reduce the monthly rent to \$450.00 for three years and allow for another carrier to sublease the site during the three year period. The motion was seconded by Ms. Graziano. The motion carried.

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

##### **A. Update Regarding K-3 Standards-Based Report Cards and Reporting Student Progress**

Dr. Cook advised the Board that Mrs. Lambert had requested an update on the standards-based report cards. Dr. Cook introduced Ms. Janet Sullivan who provided the update.

Ms. Sullivan detailed how the standards-based report cards evolved for grades K-3, beginning with a committee in November 2001 and a pilot at Sunnyslope Elementary School. With the initial implementation, professional development for teachers and informational meetings with parents were held. Rubrics were developed to assist teachers with data collection and determination of performance-levels. Ms. Sullivan advised that the standards-based report cards had been revised over the years to follow the same performance designations as those of Arizona's Instrument to Measure Standards (AIMS) until such time as the state-testing designations change.

Ms. Sullivan reported that in 2009-2010, standards-based reporting was expanded to fourth grade, but was not successful because there were a number of concerns from parents and teachers. Parents preferred the traditional letter/number grades.

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Therefore, the decision was made to keep the standards-based report card in grades K-3 and maintain a more traditional report card in grades 4-8 to coincide with the implementation of grade books and report cards in the District's new student information system.

Ms. Graziano asked the following questions:

- On the standards-based report cards with the rubrics, are the grades tied directly to the assessments administered by the District? Ms. Sullivan replied that the grades are not tied to the assessments; the assessments may help inform the grades, but are not the sole determinants of the grades.
- Is the K-3 Excel grade book set up by categories in order for a teacher to enter grades by individual subject matter? Ms. Sullivan responded in the affirmative.
- Are the 4-8 grade student assessment data results (which are often delineated by standards) shared with parents, either sent home or at parent teacher conferences? Can parents who want to know how their students stand in terms of standards request the data? Ms. Sullivan replied that parents may request the assessment data results. Ms. Sullivan stated that the District assessment results were available to the teachers and they could share the information with the parents during parent teacher conferences.
- Is the information typically shared or only when someone asks for it? Ms. Sullivan responded that there is an individual student report for DIBELS data in grades 4-6. Ms. Sullivan stated that for the District math assessment, there was an end of year assessment with a parent report. She reported that the teachers have a report of student data at the beginning of the year and a mid-year assessment that they can share with parents to indicate how the students compare to the class or to the District average.

Mrs. Lambert stated that she had the opportunity to be a part of the discussion at the State level when the standard-based report cards were first implemented. Mrs. Lambert made the following comments and asked the following questions:

- There was discussion at the State level regarding blending the letter/number grade along with the standards-based grade. What steps did the District take to determine what type of report card to use? Ms. Sullivan reported that the committee did research with other districts who had tried to blend the two grading systems, but encountered significant challenges. Therefore, the District opted not to blend the letter/number grade and the standards-based grade.
- What has been the response of the teachers using the standards-based report cards in grades K-3? Is it more of a burden for teachers? Ms. Sullivan responded that some teachers reported that it was more work on their part and was labor intensive to have to categorize each assignment into the appropriate standard, however, parent feedback was positive.
- If parents were accustomed to the standards-based report card in grades K-3, why do they prefer the letter/number report card when their student reaches 4<sup>th</sup> grade? Ms. Sullivan replied that in 4<sup>th</sup> grade, parents have expressed interest in letter/number grades because of honor roll or grade point average.
- Do you anticipate having standard-based report cards in grades 4-8 in the future? Ms. Sullivan stated that the committee was waiting to see what happens in 2014-2015 with the new state assessment.



- It seems that the standards-based report cards would better indicate a student's growth than a letter/number grade. However, it would be changing the culture with our teachers and our parents. Ms. Sullivan agreed.
- Will there be a web-based report card for parents and will the system be able to handle the change from 3<sup>rd</sup> grade to 4<sup>th</sup> grade? Ms. Sullivan responded that there was a parent portal pilot program at four schools for grades 4-8. Ms. Sullivan reported that there were challenges and concerns, therefore, the decision was made not to implement it District-wide. However, the four pilot schools will continue to have the web-based report card this school year. Ms. Sullivan stated that there had been discussion regarding the transition from K-3 standards-based report cards to the letter/number report cards for grades 4-8, but a decision had not been reached yet.
- Mrs. Lambert asked if the transition issues from K-3 to grades 4-8 were due to technology problems. Dr. Cook responded in the affirmative and stated that the District was concerned about the fragility of the current system.
- Thanked Ms. Sullivan for the informative update.

Mr. Jahneke asked if it would be possible to develop a means of recognition to indicate student growth for grades 4-8. Ms. Sullivan responded in the affirmative.

Mr. Maza commented from a teacher's standpoint, that he appreciated the standard-based report card which made it easier to diagnose problems to address.

Mr. Maza thanked Ms. Sullivan for the update and the information presented.

#### V. FUTURE AGENDA ITEMS

There were no future agenda items.

#### VI. GOVERNING BOARD AND SUPERINTENDENT ACKNOWLEDGMENTS

Mr. Adams thanked Ms. Janet Sullivan for serving on an education committee with him for WESTMARC (Western Maricopa Coalition). They had the opportunity to take several community leaders to visit Sunset Elementary School. He thanked Principal Betty Paterson and the staff, including the ASU iTeach Program teachers for the interesting, informative visit.

Ms. Graziano thanked the District and Arizona State University for Consent Item II.J.- Student Placement Agreement between Arizona State University/Mary Lou Fulton Teacher's College/University Service Learning and the Washington Elementary School District/Academic Support Programs Department. Ms. Graziano felt it was a wonderful way to help our students with no cost to the District. The program will benefit the students, as well as the pre-service teachers. Ms. Graziano thanked the person responsible for thinking "outside of the box" for this collaboration.

Mr. Jahneke apologized for being unable to attend the July 11, 2013 Governing Board meeting (second meeting he missed in the five years serving on the Board). He acknowledged and appreciated his fellow Board members for the discussion and decisions made during the meeting.

Mr. Maza stated that as his household was getting involved as community patrons in support of education for several school districts, he acknowledged and appreciated the number of District employees who donated their time for the community, e.g., Dr. Cook, Dr. Bailey, and Ms. Sullivan with SOSAz; Mr. Adams with ASBA and his home school, Cactus Wren; and Ms. Graziano with state-wide arts programs.

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Dr. Cook acknowledged that photographs of the 2013 Lamp of Learning recipients were displayed in the Governing Board Room.

Dr. Cook acknowledged Ms. Kathleen McKeever, Director of Academic Support Programs, who was the individual responsible for working with her team to establish the relationship with Arizona State University and the Mary Lou Fulton Teacher's College. Dr. Cook stated that they were very excited about the collaboration because several schools were not able to compete for 21<sup>st</sup> Century funding for the 2013-2014 school year. The program will benefit after-school programs at these eight schools.

Dr. Cook thanked Invest In Education and SOSAz (Support Our Schools Arizona) for their recent events, as well as many upcoming events.

**VII. ADJOURNMENT**

**UNANIMOUS**

A motion was made by Mr. Adams to adjourn the meeting at 7:54 p.m. The motion was seconded by Mrs. Lambert. The motion carried.

**SIGNING OF DOCUMENTS**

Documents were signed as tendered by the Governing Board Secretary

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

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
DATE

August 22, 2013

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: September 12, 2013 Information  
AGENDA ITEM: \*Approval/Ratification of Vouchers 1st Reading

INITIATED BY: Elizabeth Martinez, Accounting Manager SUBMITTED BY: David Velazquez, Director of Finance

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA, DK and A.R.S. §15-321

**SUPPORTING DATA**

Funding Source: Various  
Budgeted: Yes

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

**APPROVE/RATIFY FY13/14 PAYROLL VOUCHERS** (warrants for services and materials, payroll expense):

|                |                            |
|----------------|----------------------------|
| 08/23/12       | 3,765,353.56               |
| <b>Totals:</b> | <b><u>3,765,353.56</u></b> |

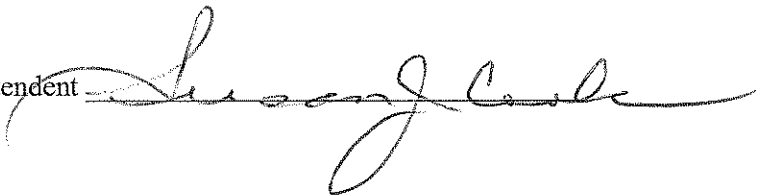
**APPROVE/RATIFY FY 12/13 EXPENSE VOUCHERS** (warrants for services and materials, payroll expense):

|                |                          |
|----------------|--------------------------|
| 08/15/13       | 22,000.66                |
| 08/22/13       | 388,673.49               |
| 08/29/13       | 3,428.64                 |
| 08/30/13       | 615.02                   |
| <b>Totals:</b> | <b><u>414,717.81</u></b> |

**SUMMARY AND RECOMMENDATION**

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

Superintendent



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

Agenda Item \*II.A.

**\*Approval/Ratification of Vouchers**

**September 12, 2013**

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**APPROVE/RATIFY FY 13/14 EXPENSE VOUCHERS (warrants for services and materials, payroll expense):**

|                |                             |
|----------------|-----------------------------|
| 08/14/13       | 7,835,784.01                |
| 08/21/13       | 1,431,493.17                |
| 08/28/13       | <u>5,139,025.61</u>         |
| <b>Totals:</b> | <b><u>14,406,302.79</u></b> |

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: September 12, 2013 Information  
AGENDA ITEM: \*Personnel Items 1st Reading

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

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

**SUPPORTING DATA**

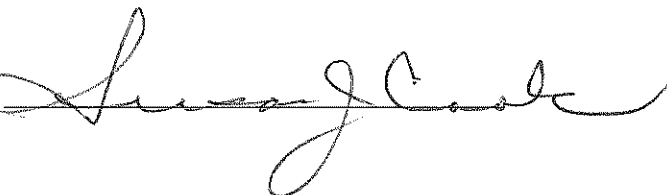
Funding Source: Various  
Budgeted: Yes

The attached personnel actions are presented for approval.

**SUMMARY AND RECOMMENDATION**

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

Superintendent



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

Agenda Item \*II.B.

**PERSONNEL ACTION RECOMMENDED**  
**September 12, 2013**

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

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

**B. CERTIFIED**

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

|       |         |           |                  |             |       |          |
|-------|---------|-----------|------------------|-------------|-------|----------|
| Anker | Allison | 4th Grade | Lookout Mountain | Resignation | 1 mo. | 9/6/2013 |
|-------|---------|-----------|------------------|-------------|-------|----------|

**C. FULL-TIME CLASSIFIED**

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

|             |         |                          |                |             |        |           |
|-------------|---------|--------------------------|----------------|-------------|--------|-----------|
| Brown       | Sandra  | Office Manager           | Ironwood       | Retirement  | 19     | 9/6/2013  |
| Carbray     | Augusta | Social Worker            | Moon Mountain  | Resignation | 1      | 8/23/2013 |
| Grand       | Blake   | Mechanic I               | Transportation | Resignation | 3 mo.  | 9/3/2013  |
| Kouyoumjian | Harout  | Web Programmer/Analyst   | MIS            | Resignation | 8      | 10/1/2013 |
| Mejia       | Irma    | 9 mo. Custodian          | Roadrunner     | Resignation | 1.5    | 8/21/2013 |
| Reed        | Britt   | Property Control Manager | Warehouse      | Resignation | 8      | 9/20/2013 |
| Ronquillo   | Miguel  | 9 mo. Custodian          | Richard Miller | Resignation | 2 days | 8/14/2013 |

**D. PART-TIME CLASSIFIED**

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

|               |            |                              |                  |                      |         |           |
|---------------|------------|------------------------------|------------------|----------------------|---------|-----------|
| Adame         | Danielle   | Bus Assistant                | Transportation   | Resignation          | 1       | 5/30/2013 |
| Arena         | Patricia   | Monitor                      | Acacia           | Resignation          | 1       | 5/29/2013 |
| Ayonayon      | Monique    | KidSpace Assistant           | Washington       | Resignation          | 1       | 8/16/2013 |
| Barnett       | Norma      | KidSpace Assistant           | Lookout Mountain | Resignation          | 0       | 8/12/2013 |
| Barr          | Sharon     | KidSpace Assistant           | Lookout Mountain | Resignation          | 2       | 8/30/2013 |
| Bates         | William    | Monitor                      | Orangewood       | Resignation          | 1       | 8/23/2013 |
| Bischoff      | William    | Crossing Guard               | Lakeview         | Resignation          | 12      | 8/15/2013 |
| Boling        | Taylor     | KidSpace Assistant           | Abraham Lincoln  | Resignation          | 1 mo.   | 9/13/2013 |
| Brown         | Craig      | Paraprofessional             | Sunnyslope       | Resignation          | 2 wks.  | 8/30/2013 |
| Cordova       | Ebony      | KidSpace Assistant           | Cactus Wren      | Resignation          | 2       | 9/4/2013  |
| Daniel        | Tera       | Special Ed. Assistant        | Sunburst         | Resignation          | 3       | 9/6/2013  |
| Dennis        | Kimberly   | HeadStart Support Instructor | Richard Miller   | Leave of Absence for |         | 8/26/2013 |
| Farrell       | Carol      | Bus Driver                   | Transportation   | Resignation          | 1       | 8/30/2013 |
| Feyma         | Lisa       | HeadStart Support Instructor | Desert View      | Resignation          | 11      | 8/30/2013 |
| Hernandez     | Desiree    | Bus Assistant                | Transportation   | Resignation          | 1       | 9/6/2013  |
| Jackson       | Shalay     | Special Ed. Assistant        | Sahuaro          | Resignation          | 1.5 mo. | 8/15/2013 |
| Johnson       | Mariel     | KidSpace Assistant           | Alta Vista       | Resignation          | 2       | 5/29/2013 |
| Kniss         | Keith      | Crossing Guard               | Cactus Wren      | Resignation          | 1       | 8/14/2013 |
| Macaluso      | Jennifer   | ELL Testing Specialist       | Orangewood       | Resignation          | 1.5     | 8/16/2013 |
| Monks         | Hazel      | Bus Assistant                | Transportation   | Retirement           | 11      | 5/22/2013 |
| O'Neil        | Giuseppina | HeadStart Support Instructor | Shaw Butte       | Resignation          | 1       | 9/13/2013 |
| Penzone       | Teresa     | Paraprofessional             | Royal Palm       | Resignation          | 5       | 8/30/2013 |
| Potter        | Jessica    | Paraprofessional             | Manzanita        | Resignation          | 2 wks.  | 8/28/2013 |
| Richardson    | Robert     | Crossing Guard               | Palo Verde       | Resignation          | 2 wks.  | 8/29/2013 |
| Schillerstrom | Lauren     | Paraprofessional             | Maryland         | Resignation          | 1       | 5/29/2013 |
| Short         | Lucinda    | Paraprofessional             | Arroyo           | Resignation          | 2       | 5/29/2013 |
| Siers         | Ashleigh   | Bus Assistant                | Transportation   | Resignation          | 2 mo.   | 5/28/2013 |
| Smith         | Valerie    | KidSpace Assistant           | Shaw Butte       | Resignation          | 1       | 5/29/2013 |
| Thornberry    | Barbara    | Paraprofessional             | Sahuaro          | Resignation          | 2       | 8/27/2013 |
| Zamora        | Lauren     | KidSpace Assistant           | John Jacobs      | Resignation          | 1       | 9/13/2013 |

**PERSONNEL ACTION RECOMMENDED****September 12, 2013****II. EMPLOYMENT****A. ADMINISTRATIVE**

| LAST NAME | FIRST | POSITION | (E)XISTING OR<br>(N)EW | LOCATION |
|-----------|-------|----------|------------------------|----------|
|-----------|-------|----------|------------------------|----------|

**B. CERTIFIED**

| LAST NAME | FIRST | POSITION | (E)XISTING OR<br>(N)EW | LOCATION |
|-----------|-------|----------|------------------------|----------|
|-----------|-------|----------|------------------------|----------|

|             |          |                      |   |                  |
|-------------|----------|----------------------|---|------------------|
| Ashenbrener | Danielle | Teacher-Kindergarten | N | Mountain View    |
| Braden      | Laura    | Teacher-4th Grade    | E | Tumbleweed       |
| Keefer      | Boone    | Teacher-Music        | E | Royal Palm       |
| Keefer      | Jennifer | Teacher-Music        | E | Orangewood       |
| Kieffer     | Thomas   | Teacher-Math         | E | Orangewood       |
| Lee         | Anna     | Speech Therapist     | E | Sahuaro/Cholla   |
| Ondishko    | Denise   | Teacher-Music        | E | Shaw Butte       |
| Shannon     | Mindy    | Teacher-PE           | E | Desert Foothills |

| LAST NAME | FIRST | POSITION | (E)XISTING OR<br>(N)EW | LOCATION |
|-----------|-------|----------|------------------------|----------|
|-----------|-------|----------|------------------------|----------|

|          |           |                       |   |               |
|----------|-----------|-----------------------|---|---------------|
| DeLeon   | Norma     | Office Technician     | E | Mountain View |
| Gonzalez | Jose      | 9 mo. Night Custodian | E | John Jacobs   |
| Martinez | Ramonsito | 9 mo. Night Custodian | N | Manzanita     |
| Mendez   | Daniel    | Facilities Manager    | E | Cholla        |

**D. PART-TIME CLASSIFIED**

| LAST NAME | FIRST | POSITION | (E)XISTING OR<br>(N)EW | LOCATION |
|-----------|-------|----------|------------------------|----------|
|-----------|-------|----------|------------------------|----------|

|                  |            |                                       |   |                       |
|------------------|------------|---------------------------------------|---|-----------------------|
| Anderson         | Taylor     | KidSpace Assistant                    | E | Abraham Lincoln       |
| Aspericueta      | Dacia      | Paraprofessional                      | E | Acacia                |
| Aycock           | Susan      | Paraprofessional                      | E | Palo Verde            |
| Babcock          | Dominique  | Paraprofessional                      | E | Sunset                |
| Bacher           | Franzula   | Paraprofessional                      | E | Sahuaro               |
| Bagnall          | Sylvia     | Office Technician                     | E | Ironwood              |
| Barr             | Naomi      | Food Service Floater                  | E | Food Services         |
| Blanton          | Howard     | Bus Driver                            | E | Transportation        |
| Bobian           | Roxanne    | HeadStart Support Instructor          | E | Sunnyslope            |
| Brewer           | Tamara     | Food Service Helper                   | E | Food Services         |
| Bryson           | Heather    | Paraprofessional                      | E | Cholla                |
| Campa            | Regina     | Special Ed. Assistant                 | E | Mountain Sky          |
| Connolly         | Christine  | Speech/Lang. Pathologist<br>Assistant | E | Sahuaro               |
| Cordova          | Yessenia   | Paraprofessional                      | E | Washington            |
| Creighton        | Erin       | Sign Language Interpreter             | E | Mountain Sky          |
| Cruz             | Martha     | Instructional Assistant               | E | Sunburst              |
| Dayton           | Brenda     | Paraprofessional                      | E | Mountain View         |
| Dixon            | Jacqueline | Paraprofessional                      | E | Ocotillo              |
| Donges           | Amanda     | Paraprofessional                      | E | Arroyo                |
| Eagan            | Sarah      | Personal Care Provider                | E | Chaparral             |
| Felix            | Daniel     | Paraprofessional                      | E | Mountain View         |
| Fernandez        | Edna       | Instructional Assistant               | E | HeadStart             |
| Franco           | Candy      | Paraprofessional                      | E | Moon Mountain         |
| Fuentes-Bueno    | Maria      | Special Ed. Assistant                 | E | Sahuaro               |
| Gaitan           | Tricia     | Paraprofessional                      | E | Mountain View         |
| Gallmeyer        | William    | Paraprofessional                      | E | Ocotillo              |
| Glass            | Elizabeth  | Special Ed. Assistant                 | E | Lookout Mountain      |
| Hernandez Cortez | Alma       | Monitor/Crossing Guard                | E | Chaparral             |
| Hodkinson        | Nancy      | Paraprofessional                      | E | Royal Palm            |
| Holguin          | Elizabeth  | Bus Driver                            | E | Transportation        |
| Hooper           | Stephanie  | KidSpace Site Coordinator             | E | After School Programs |
| Jeffries         | Nubia      | Paraprofessional                      | E | Sunset                |
| Johnson          | Kenneth    | Paraprofessional                      | E | Acacia                |
| Kahl             | Erica      | Bus Assistant                         | E | Transportation        |

**PERSONNEL ACTION RECOMMENDED**  
**September 12, 2013**

**D. PART-TIME CLASSIFIED (continued)**

| LAST NAME      | FIRST     | POSITION                     | (E)XISTING OR<br>(N)EW | LOCATION         |
|----------------|-----------|------------------------------|------------------------|------------------|
| Kemper         | Jessica   | Special Ed. Assistant        | E                      | Mountain View    |
| Kolaga         | Amber     | Paraprofessional             | E                      | Mountain View    |
| Kouts          | Michael   | Crossing Guard               | E                      | Sahuaro          |
| Kyte           | Brittany  | Crossing Guard               | E                      | Lookout Mountain |
| Luera          | Maria     | Paraprofessional             | E                      | Washington       |
| Macaluso       | Joseph    | Paraprofessional             | E                      | Sunnyslope       |
| MacDonald      | Joseph    | Paraprofessional             | E                      | Acacia           |
| Madueno        | Yazmin    | Crossing Guard               | E                      | Ocotillo         |
| Matheka        | Solomon   | Paraprofessional             | E                      | Shaw Butte       |
| McFarland      | Jolene    | Special Ed. Assistant        | E                      | Desert View      |
| Meiners        | Claudia   | Paraprofessional             | E                      | Ironwood         |
| Meza           | Karina    | HeadStart Support Instructor | E                      | John Jacobs      |
| Oakley         | Carriann  | Crossing Guard               | E                      | Lookout Mountain |
| O'Keefe        | Karen     | ELL Testing Specialist       | E                      | Mountain View    |
| Olivas         | Lisa      | Office Technician            | E                      | Chaparral        |
| Priebe         | Cambria   | Occupational Therapist       | E                      | Special Services |
| Richardson     | Robert    | Crossing Guard               | E                      | Palo Verde       |
| Ringstaff      | Sharon    | Paraprofessional             | E                      | Mountain View    |
| Romero         | Ciara     | KidSpace Assistant           | E                      | Tumbleweed       |
| Ryan           | Rose      | KidSpace Assistant           | E                      | Lookout Mountain |
| Rytter         | Karyssa   | Crossing Guard               | E                      | Lookout Mountain |
| Santiago Rocha | Carmen    | Paraprofessional             | E                      | Sunset           |
| Schaffer       | John      | Paraprofessional             | E                      | Cholla           |
| Shiban         | Kari      | KidSpace Assistant           | E                      | Shaw Butte       |
| Sholola        | Katharine | Paraprofessional             | E                      | Mountain View    |
| Sivakumar      | Sunitha   | Personal Care Provider       | E                      | Sahuaro          |
| Smith          | Kristin   | Instructional Assistant      | E                      | Mountain Sky     |
| Smith          | Melyssa   | Paraprofessional             | E                      | Palo Verde       |
| Stinebaugh     | Jonathan  | Paraprofessional             | E                      | Acacia           |
| Stiver         | Connie    | Crossing Guard               | E                      | Roadrunner       |
| Swan           | Melissa   | Special Ed. Assistant        | E                      | Shaw Butte       |
| Tahy           | Dorothy   | Paraprofessional             | E                      | Mountain View    |
| Taylor         | Sunamita  | Paraprofessional             | E                      | Arroyo           |
| Tellas         | Stephanie | Paraprofessional             | E                      | Washington       |
| Trader         | Sandy     | Paraprofessional             | E                      | Moon Mountain    |
| Tsang          | Gina      | Paraprofessional             | E                      | Royal Palm       |
| Vega           | Abraham   | Bus Driver                   | E                      | Transportation   |



WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: September 12, 2013 Information  
AGENDA ITEM: \*Public Gifts and Donations (The Value of Donated Items is Determined by the Donor) 1st Reading  
INITIATED BY: Dr. Susan J. Cook, Superintendent SUBMITTED BY: Dr. Susan J. Cook, Superintendent  
PRESENTER AT GOVERNING BOARD MEETING: Dr. Susan J. Cook, Superintendent  
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA and A.R.S. §15-341

**SUPPORTING DATA**

Funding Source: Donations  
Budgeted: N/A

1. Chaparral Parent/Teacher Association donated a check in the amount of \$2,500.00 toward the purchase of an electronic marquee at Chaparral Elementary School.
2. Lookout Mountain Parent/Teacher Organization donated a check in the amount of \$1,149.44 to be used for various community of caring activities throughout the year at Lookout Mountain Elementary School.
3. Pure Heart Church donated a six foot room partition with an approximate value of \$2,000.00 for the benefit of kindergarten students at Sunburst Elementary School.
4. St. Andrews Lutheran Church donated school supplies with an approximate value of \$450.00 for the benefit of students at Lakeview Elementary School.
5. Washington Education Foundation donated checks and gift cards for a total amount of \$1,670.00 for incentives for the Washington Elementary School District Annual United Way campaign.
6. Credit Union West donated a check in the amount of \$1,035.00 to purchase items to support partnerships with local colleges and universities and the Academic Support Programs Department.

**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  | <u>          X          </u>      | Action   |
|   |  | <u>                          </u> | Discussion   |
| FROM:   | Dr. Susan J. Cook, Superintendent                            | <u>                          </u> | Information  |
|   |  | <u>                          </u> | 1st Reading  |
| DATE:   | September 12, 2013   |                                   |  |
| AGENDA ITEM:  | <u>*Out-of-State Travel</u>                                  |                                   |  |
| INITIATED BY:   | <u>Maggie Westhoff, Director of Professional Development</u> | SUBMITTED BY:                     | <u>Maggie Westhoff, Director of Professional Development</u> |
| PRESENTER AT GOVERNING BOARD MEETING:                   | <u>Maggie Westhoff, Director of Professional Development</u> |                                   |  |
| GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: | <u>BBA</u>   |                                   |  |

**SUPPORTING DATA**

Funding Source: M&O  
Budgeted: Yes

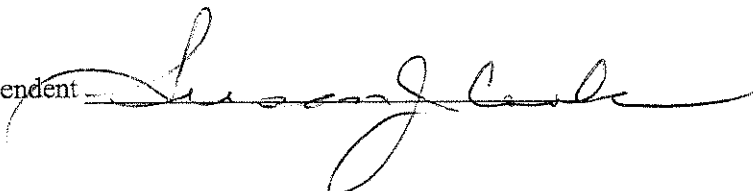
The following out-of-state travel request has been reviewed and is recommended for approval:

1. Sally Anne Cook, teacher at Sunburst Elementary School, to attend the Educator Training at the Ron Clark Academy, October 3-4, 2013, in Atlanta, GA, at a cost of \$190.00.

**SUMMARY AND RECOMMENDATION**

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

Superintendent \_\_\_\_\_



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

Agenda Item \*II.D.

WASHINGTON ELEMENTARY SCHOOL DISTRICT #6  
DATE OF BOARD AGENDA ITEM - September 12, 2013

## OUT-OF-STATE TRAVEL REQUEST FORM

| <b>Name of Traveler(s)</b><br><i>(as it appears on your driver's license)</i> | <b>Position</b>     | <b>School/Department</b> |
|---|---------------------|--------------------------|
| Sally Anne Cook   | Third Grade Teacher | Sunburst School          |
|   |                     |                          |
|   |                     |                          |
|   |                     |                          |

### CONFERENCE INFORMATION:

|                                 |  |     |      |      |     |      |           |
|---------------------------------|--|-----|------|------|-----|------|-----------|
| CONFERENCE TITLE:               | Educator Training at the Ron Clark Academy |     |      |      |     |      |           |
| TRAVEL DATES:                   | October 3-4, 2013                          |     |      |      |     |      |           |
| CONFERENCE LOCATION:            | Atlanta, Georgia                           |     |      |      |     |      |           |
| SOURCE OF FUNDING: Description: | Registration Funds (Funding Source)        |     |      |      |     |      | Total     |
| Registration Account Code:      |  |     |      | 6331 |     |      | \$ .00    |
| SOURCE OF FUNDING: Description: | Travel Funds (Funding Source)              |     |      |      |     |      | Total     |
| Travel Account Code:            |  |     |      | 6580 |     |      | \$ .00    |
| SOURCE OF FUNDING: Description: | M&O Substitute Funds (Funding Source)      |     |      |      |     |      | Total     |
| Substitute Account Code:        | 001  | 100 | 1000 | 6129 | 162 | 2163 | \$ 190.00 |

**PURPOSE OF TRAVEL:** Sally Cook will attend the Educator Training at the Ron Clark Academy on October 3-4, 2013 in Atlanta, Georgia, an extension of a summer training that she elected to attend and paid all expenses. She has assumed all costs for the trip except the cost of a substitute. This training will provide valuable information including, but not limited to: strategies for effective classroom discipline, implementing activities that promote student engagement, and integrating music into the classroom. Sally will return to Sunburst School and share the information and materials with the Sunburst staff.

### MAXIMUM COSTS:

|                        |                  |
|------------------------|------------------|
| REGISTRATION FEE:      | \$ .0            |
| MEALS                  | \$ .0            |
| LODGING:               | \$ .0            |
| SUBSTITUTES            | \$ .0            |
| <b>TRANSPORTATION:</b> | <b>\$</b>        |
| AIR                    | \$ Bonus Miles   |
| CAR RENTAL/PARKING     | \$ .0            |
| BUS/TAXI/SHUTTLE       | \$ .0            |
| <b>TOTAL COST:</b>     | <b>\$ 190.00</b> |

### SIGNATURES

|   |                |
|---|----------------|
| Rhonda Warren, Principal                                  | Supervisor     |
| Dr. Maggie Westhoff, Director of Professional Development | Supervisor     |
| Rhonda Warren, Principal                                  | Budget Manager |

**COMMENTS:** All registration, travel, meals, and lodging will be paid for by Sally Cook.

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

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: September 12, 2013 Information  
AGENDA ITEM: \*Issue RFP No. 13.027 for Specified Services – Tutoring and Substitute Teaching Agencies  
INITIATED BY: Howard Kropp, Director of Purchasing SUBMITTED BY: Cathy Thompson, Director of Business Services  
PRESENTER AT GOVERNING BOARD MEETING: Howard Kropp, Director of Purchasing  
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA, DJE and ARS 15-213

**SUPPORTING DATA**

Funding Source: M&O  
Budgeted: Yes

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

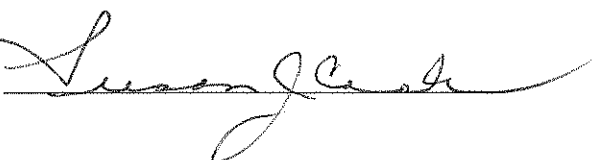
A multi-term contract is recommended for each of these procurements. In accordance with School District Procurement Rules R7-2-1093, it is determined that:

1. The estimated requirements cover the period of the contracts and are reasonable and continuing.
2. The use of the subsequent multi-term contracts will serve the best interest of the school district by encouraging effective competition or otherwise promoting economies of scale in school district procurement.
3. If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor may only be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the materials or services delivered under the contract or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations available for such purposes.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board authorize the issuance of RFP No. 13.027 Tutoring and Substitute Teaching Agencies.

Superintendent



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

Agenda Item \*I.I.E.

**\*Issue RFP No. 13.027 for Specified Services – Tutoring and Substitute Teaching Agencies**

**September 12, 2013**

**Page 2**

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

RFPs to be issued during 2013-2014 with contracts beginning upon award include, but are not limited to the following:

| <b>RFP #</b> | <b>Title</b>                                 | <b>Department<br/>Budget</b> | <b>Estimated 2013-2014<br/>Budget</b> |
|--------------|--|------------------------------|---------------------------------------|
| 13.027       | Tutoring and Substitute<br>Teaching Agencies | Special Services/M&O         | To be used as needed, if<br>needed.   |

**13.027, Tutoring and Substitute Teaching Agencies**

The purpose of this request for proposal is to enter into a contract(s) with qualified firms and individuals to provide Tutoring and Substitute Teaching services for our special needs and general student populations for the Special Services Department. These services have been previously provided under written and/or verbal quotations. The District reserves the right to make multiple awards under this solicitation. This solicitation will be open to GPPCS and SAVE members.

**WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6**

TO: Governing Board           X           Action  
FROM: Dr. Susan J. Cook, Superintendent                            Discussion  
                           Information  
                           1st Reading  
DATE: September 12, 2013  
AGENDA ITEM: \*Amendment to the Intergovernmental Agreement with the City of Phoenix for the Head Start Program  
INITIATED BY: Diana Howsden, Director of Head Start      SUBMITTED BY: Diana Howsden, Director of Head Start  
PRESENTER AT GOVERNING BOARD MEETING: Diana Howsden, Director of Head Start  
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

**SUPPORTING DATA**

Funding Source: Head Start  
Budgeted: Yes

As a delegate agency for Head Start, the Washington Elementary School District No. 6 (WESD) maintains an Intergovernmental Agreement (IGA) with the City of Phoenix, which is in effect from July 1, 2013 through June 30, 2014 and specifies the amount of funding for the WESD Head Start program as \$2,506,511.00.

The purpose of the Human Services Department IGA Contract Amendment is to add funding for FY 2013-2014 for increased costs of operating Head Start classrooms. The additional funding in the amount of \$13,665.00 increases the total cumulative funding amount for the period from July 1, 2013 through June 30, 2014 to \$2,520,176.00.

The full amount of \$13,665.00 will be added for Training and Technical Assistance. The training and technical assistance funding will be used for the following:

- Cover costs of CPR and First Aid training of staff
- Training Consultants for ongoing training with teams
- Local Professional Development Conference
- Resource materials to support training

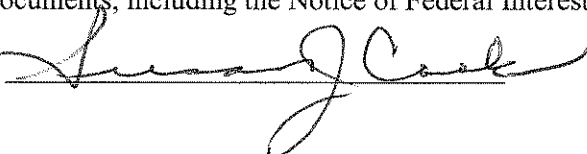
The amendment contains a Notice of Federal Interest. The Notice states that all fixed assets purchased by the grant may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations. The property may not be used or transferred to another party without written permission of the Secretary of Health and Human Services (HHS) or an employee who has authority to give permission on behalf of HHS.

The Amendment has been reviewed by District Legal Counsel.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the Human Services Department Intergovernmental Contract Amendment to add funding for FY 2013-2014 in the amount of \$13,665.00 to the Head Start Program, increasing the total amount of funding to \$2,520,176.00, and authorize the Superintendent to execute all documents, including the Notice of Federal Interest.

Superintendent



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

Agenda Item \*II.F.



**City of Phoenix**

**HUMAN SERVICES DEPARTMENT  
CONTRACT AMENDMENT**

Contract #136015-001

|                                  |  |
|----------------------------------|--|
| CONTRACTOR NAME (name & address) | AMENDMENT # 01                         |
| Washington School District       | EFFECTIVE DATE OF AMENDMENT: 10/1/2013 |
| Attn: Diana Howsden              | SERVICE: <u>Head Start Services</u>    |
| 8430 N. 39TH Ave.                | PREVIOUS CEILING: \$2,506,511          |
| Phoenix, AZ 85051                | THIS AMENDMENT: \$ 13,665              |
|                                  | NEW CONTRACT CEILING: \$2,520,176      |

1. Add funding to the Year 48 base budget for the training and technical assistance.
2. Add a Notice of Federal Interest.

The explanation of the revision is as follows:

1. The added funding is \$13,665 for training and technical assistance. The total cumulative amount for the period from July 1, 2013 to June 30, 2014 is revised from \$2,506,511 to \$2,520,176.
2. See the attached Notice of Federal Interest.

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

|                                  |                                  |
|----------------------------------|----------------------------------|
| CONTRACTOR                       | CITY OF PHOENIX                  |
| SIGNATURE OF AUTHORIZED SIGNATOR | SIGNATURE OF AUTHORIZED SIGNATOR |
| TYPED NAME                       | DEANNA JONOVICH                  |
| TITLE                            | HUMAN SERVICES DIRECTOR          |
| DATE                             | DATE                             |

CITY CLERK \_\_\_\_\_ DATE \_\_\_\_\_  
 ACTING CITY ATTORNEY *Margaret Wilson*  
*y2*

| Head Start YR 48 Training and Technical Assistance Budget         |               |               |               |                 |          |
|---|---------------|---------------|---------------|-----------------|----------|
| Head Start Program Year 48  |               |               |               |                 |          |
| Delegate Agency: WASHINGTON ELEMENTARY SCHOOL DISTRICT 8940061005 |               |               |               |                 |          |
| Cost Category   | G/L Account # | Account Title | Justification | Proposed Budget | Category |

12/3/2012

a. SALARIES:

|                 |   |                     |  |      |      |
|-----------------|---|---------------------|--|------|------|
| 6160            | <u>Support Classified -</u><br>957.900.3300.6160.xxx.0000 | Salaries - Non City |  | 0.00 |      |
| Total Salaries: |   |                     |  |      | 0.00 |

b. FRINGES:

|                |                            |                          |  |      |      |
|----------------|----------------------------|--------------------------|--|------|------|
| 6221           | 957.900.3300.6221.xxx.0000 | F.I.C.A.                 |  | 0.00 |      |
| 6260           | 957.900.3300.6260.xxx.0000 | Workers' Compensation    |  | 0.00 |      |
| 6231           | 957.900.3300.6231.xxx.0000 | Arizona State Retirement |  | 0.00 |      |
| Total Fringes: |                            |                          |  |      | 0.00 |

e. SUPPLIES: Acct

|                 |                            |                             |  |          |          |
|-----------------|----------------------------|-----------------------------|--|----------|----------|
| 6612            | 957.900.3300.6612.571.0000 | Orientation Supplies        | GB & PC Orientation and Training       | 225.00   |          |
| 6612            | 957.900.3300.6612.571.0000 | Professional Dev. Materials | Resource materials to support training | 3,000.00 |          |
| 6613            | 957.900.3300.6613.571.0000 | Safety Training Supplies    | Pedestrian Safety                      | 240.00   |          |
| Total Supplies: |                            |                             |  |          | 3,465.00 |

h. OTHER:

|              |                            |                          |   |          |           |
|--------------|----------------------------|--------------------------|---|----------|-----------|
| 6330         | 957.900.3300.6330.571.0000 | Consultants              | CPR/First Aid Training for 80 Staff X \$20                            | 1,600.00 |           |
| 6330         | 957.900.3300.6330.571.0000 | Professional Development | Consultants for staff development                                     | 7,000.00 |           |
| 6331         | 957.900.3300.6331.571.0000 | Professional Development | Professional Development Conference for Office Staff: \$200 x 8 staff | 1,600.00 |           |
| Total Other: |                            |                          |   |          | 10,200.00 |

Total Head Start YR 47 Training and Technical Assistance Budget

13,665.00



| Why the Specific amount is being requested?                           | How will the requested amount be used to comply with HS Performance Standards?                                   | How was the requested amount estimated?            | In-Kind/<br>Cash Support | Performance<br>Standard | OMB<br>Circular A-87 |
|---|--|--|--------------------------|-------------------------|----------------------|
| <b>a. Salaries</b>  |  | \$ -   |                          |                         |                      |
| <b>b. Fringes</b>   |  | \$ -   |                          |                         |                      |
| <b>c. Travel</b>  |  | \$ -   |                          |                         |                      |
| <b>e. Supplies</b>  |  |  |                          |                         |                      |
| 8612 Orientation<br>957.900.3300.6612.571.0000                        | Governing Board and Policy Committee Orientation & Training supplies   | Based on PY46 costs<br>\$ 225.00                   | -                        | 1304.52(k)(4)           | #26                  |
| 6612 Professional Development Materials<br>957.900.3300.6612.571.0000 | Resource materials to support training Curriculum. \$160.00 x 20 (18 rooms and 2 office copies)                  | Based on PY46 costs<br>\$ 3,000.00                 | -                        | 1304.21                 | #26                  |
| 6613 Safety Training Supplies<br>957.900.3300.6613.571.0000           | Resources and training information for parents regarding the importance of pedestrian and other types of safety. | Based on PY47 parent needs assessment<br>\$ 240.00 | -                        | 1304.23                 | #26                  |
| <b>Total Supply In-kind</b>   |  | \$ -   |                          |                         |                      |
| <b>Total Supply Costs</b>   |  | \$ 3,465.00  |                          |                         |                      |
| <b>h. Other</b>   |  |  |                          |                         |                      |
| 6330 Consultants<br>957.900.3300.6330.571.0000                        | CPR/First Aid Training for 80 Head Start Staff X \$20  | Based on PY46 costs<br>\$ 1,600.00                 |                          | 1310.17 (b)(3)          | #32                  |
| 6330 Consultants<br>957.900.3300.6330.571.0000                        | Consultants for continued staff development: would include travel, hotel, food, etc.                             | Based on PY46 staff needs<br>\$ 7,000.00           | -                        | 1304.52(k)(1)-(3)       | #32                  |
| 6331 Professional Development<br>957.900.3300.6331.571.0000           | Conference Registration fee for office staff professional development conference: \$200 x 8 staff                | Based on PY46 costs<br>\$ 1,600.00                 |                          |                         |                      |
| <b>Total Other In-kind</b>  |  | \$ -   |                          |                         |                      |
| <b>Total Other Costs</b>  |  | \$ 10,200.00                                       |                          |                         |                      |
| <b>Total In-Kind</b>  |  | \$ -   |                          |                         |                      |
| <b>Total Costs</b>  | no additional in-kind needed   | \$ 13,665.00                                       |                          |                         |                      |

Head Start Refunding Application: Training and Technical Assistance Plan  
Yr. 48 2013-2014

| Training Needed                             | Data Source                | Provider                            | Audience                                | Outcome  | Target Date                       | Cost    |
|---|----------------------------|-------------------------------------|---|--|-----------------------------------|---------|
| Child Abuse and Neglect                     | 1304.22(a)(5)              | Providers                           | Parents                                 | Family members will be informed of roles and responsibilities as related to regulations  | September 2013, January 2014      | \$0     |
| Child Abuse and Neglect                     | 1304.52(k)(3)(i)           | Child Help USA                      | Delegate Staff                          | Staff will be able to recognize child abuse and neglect and the policies and procedures for reporting  | August 2013                       | \$0     |
| Drivers Training                            | 1310.17 (b)(2), 1307.17(d) | not applicable                      |   | Not providing transportation services  |                                   | \$0     |
| Dual Language Learners                      | 640(a)(3)(B)(ii)           | Judy Poggi                          |   | Ongoing training on Agency Dual Language Learner Plan  | August 2013, January 2014         | \$0     |
| Education and Development Needs of Children | 1304.40(e)(3)              | WESD Staff                          | Parents                                 | Parents will be provided training and technical assistance on developmental milestone and developmentally appropriate practices instruction and activities | December 2013                     | \$0     |
| Emergency Preparedness                      | 1310.17(b)(4)              | WESD Staff                          | Delegate Staff                          | Staff will understand the procedures for Emergency Preparedness  | October 2013                      | \$0     |
| Family Assistance with Nutrition            | 1304.23                    | Providers                           | Parents                                 | Parents will receive resources and information regarding the importance of health eating and sound nutrition   | Throughout year                   | \$0     |
| CPR & First Aid                             | 1310.17(b)(3)              | Safe House                          | Delegate Staff                          | All staff will have documentation of First Aid/CPR   | Throughout year                   | \$1,600 |
| GB & PC Orientation and Training            | 1304.52(k)(4)              | WESD Director & Program Coordinator | Governing Board & Policy Committee Reps | Members understand their responsibilities and are able to provide make appropriate decisions   | October 2013 PC, February 2014 GB | \$225   |
| Head Start Goals                            | 1306.23(b)                 | WESD Staff                          | Delegate Staff                          | Staff will be able to clearly articulate goals and action steps that are driven and aligned to District and Head Start goals                               | August 2013                       | \$0     |
| Joint Training on Disabilities              | 1308.4(l)(2)               | Disability Specialist               | Parents, Staff                          | Parents and staff will be provided training and technical assistance recognizing developmental delays, meeting individual goals, and needs                 | October 2013                      | \$0     |
| Maintenance and Safety Checks               | 1310.17(b)(6)              | WESD Staff                          | Delegate Staff                          | Staff will be educated on policies and procedures and Head Start and Childcare licensure requirements  | August 2013                       | \$0     |
| Mental Health                               | 1304.24(a)                 | Grantee Staff                       | Parents                                 | Families will obtain resources and strategies to address individual difficulties related to mental health  | November 2013                     | \$0     |

Head Start Refunding Application: Training and Technical Assistance Plan

Yr. 48 2013-2014

| Operating Special Equipment  | 1310.17(b)(5)                          | not applicable                           |                       | Not operating any special equipment  |   | \$0             |
|--|--|--|-----------------------|--|---|-----------------|
| Parent Rights and Responsibilities                                     | 1304.52(k)(3)(ii)                      | WESD Staff                               | Parents               | Parents are aware of their rights and able to advocate for child   | October 2013  | \$0             |
| Parents as Primary Teachers  | 1304.21                                | not applicable                           | Parents               | Provided by Grantee  |   | \$0             |
| Staff Orientation  | 1304.52(k)(1)                          | WESD Staff                               | Delegate Staff        | Staff will receive training and technical assistance on District and Head Start policies and procedures                            | August 2013   | \$0             |
| Teacher Continuing Education   | 648A(a)(5)                             | Grantee Staff, WESD Staff, and Providers | Teaching Staff        | Teaching staff will participate in ongoing Staff Development and 10 Professional Development days as offered in District catalogue | Throughout year   | \$0             |
| Transition Training  | 1304.41(c)(1)(iv)<br>1304.52(k)(3)(ii) | WESD Staff                               | Delegate Staff        | Staff will implement smooth transitions in and out of Head Start   | November 2013   | \$0             |
| Vehicle Training   | 1310.17(b)(1)                          | not applicable                           |                       | Not providing transportation services  |   | \$0             |
| Working with children with disabilities                                | 1308.4                                 | WESD Staff                               | Delegate Staff        | Staff will learn strategies for meeting IEP Goals and individual needs of children   | October 2013  | \$0             |
| Staff Professional Development   | 1304.21                                | To Be Determined                         | Delegate Staff        | Resource materials to support training   | Throughout the program year   | \$3,000         |
| Staff Professional Development   | 1304.52(k)(1)-(3)                      | SkillPath                                | Delegate Office Staff | Staff will participate in staff development event with professional trainers.  | Spring 2014   | \$1,600         |
| Pedestrian Safety  | 1310.21(a)                             | WESD Staff                               | Delegate Staff        | Staff will provide for children and parents resources and training on pedestrian safety.   | Fall 2012   | \$240           |
| Training Consultants   | 1304.52                                | WESD Staff                               | Delegate Staff        | Staff will participate in staff development event with professional trainers/consultants.  | Throughout the year, either fall or spring professional development day | \$7,000         |
| <b>Total Head Start YR 47 Training and Technical Assistance Budget</b> |  |  |                       |  |   | <b>\$13,665</b> |

## NOTICE OF FEDERAL INTEREST

Delegate Agency: Wasington School District

Description of Fixed Assets:

| <u>School</u>     | <u>Asset Description</u>     | <u>Date Acquired</u> | <u>Purchase Cost</u>       |
|-------------------|------------------------------|----------------------|----------------------------|
| Acaccia           | Playground                   | 6/30/2011            | \$51,583.39                |
| Acaccia           | Teach Smart Learning System  | 5/9/2011             | \$9,082.32                 |
| Alta Vista        | Teach Smart Learning System  | 5/9/2011             | \$9,082.32                 |
| Arroyo            | Teach Smart Learning System  | 5/9/2011             | \$9,082.32                 |
| Desert View       | Teach Smart Learning System  | 5/9/2011             | \$9,082.32                 |
| John Jacobs       | Teach Smart Learning System  | 3/9/2011             | \$9,082.32                 |
| Manzanita         | Fencing-Ornamental Panel     | 6/30/2004            | \$7,165.15                 |
| Manzanita         | Teach Smart Learning System  | 5/9/2011             | \$9,082.32                 |
| Moon Mountain     | Teach Smart Learning System  | 2/9/2011             | \$9,082.32                 |
| Mountain View     | Playground                   | 6/30/2004            | \$47,830.67                |
| Mountain View     | Teach Smart Learning System  | 5/9/2011             | \$9,082.32                 |
| Mountain View     | Teach Smart Learning System  | 5/9/2011             | \$9,082.32                 |
| Ocotillo          | Teach Smart Learning System  | 3/9/2011             | \$9,082.32                 |
| Richard E. Miller | Teach Smart Learning System  | 5/9/2011             | \$9,082.32                 |
| Sahuaro           | Teach Smart Learning System  | 5/9/2011             | \$9,082.32                 |
| Maryland          | Teach Smart Learning System  | 5/9/2011             | \$9,082.32                 |
| Shaw Butte        | Teach Smart Learning System  | 5/9/2011             | \$9,082.32                 |
| Sunnyslope        | Teach Smart Learning System  | 5/9/2011             | \$9,082.32                 |
| Sunset            | Teach Smart Learning System  | 2/9/2011             | \$9,082.32                 |
| Tumbleweed        | Playground                   | 6/30/2011            | \$38,603.37                |
| Washington        | Teach Smart Learning System  | 5/9/2011             | \$9,082.32                 |
| Desert View       | Playground Equipment         | 3/1/1998             | \$11,717.87                |
| Manzanita         | Playground Equipment         | 10/6/1998            | \$30,997.41                |
| Manzanita         | Playground-Recreation Design | 7/27/1998            | \$30,997.41                |
| Maryland          | Playground Equipment         | 3/1/1998             | \$11,430.74                |
| Shaw Butte        | Playground Equipment         | 3/1/1998             | \$17,952.24                |
|                   | <b>TOTAL</b>                 |                      | <b><u>\$402,677.69</u></b> |

The Head Start Delegate Agency understands and agrees to the following Special Conditions:

1. There are grant incorporated conditions which restrict the use of property or equipment that have Federal Interest;
2. The property may not be used for any purpose inconsistent with that authorized by Head Start Act and applicable regulations;
3. The property may not be mortgaged or used as collateral, sold, demolished or otherwise transferred to another party, without the written permission of the Secretary of Health and Human Services (HHS) or an employee who has the authority to give this permission on behalf of HHS;

4. The equipment may not be sold or demolished without or otherwise transferred to another party, without the written permission of the Secretary of Health and Human Services (HHS) or an employee who has the authority to give this permission on behalf of HHS;
5. These grant conditions and requirements cannot be altered or nullified through a transfer of ownership.

Completed by an Authorized Signatory:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title



## City of Phoenix

HUMAN SERVICES DEPARTMENT  
EDUCATION DIVISION

August 14, 2013

Diana Howsden  
Washington School District  
8430 N. 39<sup>th</sup> Ave.  
Phoenix, AZ 85051

Dear Ms. Howsden:

Please sign the enclosed contract amendment #136015-001 between the City of Phoenix and Washington School District and the Notice of Federal Interest. Please return the original signed copies back to the Education Division at the address below so we can continue with the contract process. Once the contract is finalized and fully processed through the City Clerk's Office, I will email you a fully executed copy.

If you have any questions or require additional clarification, please contact me at (602) 262-4040.

Sincerely,

Patricia Nightingale  
Deputy Human Services Director

Encl.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: September 12, 2013 Information  
AGENDA ITEM: \*Intergovernmental Agreement with the Department of Public Health, Maricopa County Tobacco & Chronic Disease Prevention 1st Reading  
INITIATED BY: Dorothy Watkins, Administrator of Social Services SUBMITTED BY: Dorothy Watkins, Administrator of Social Services  
PRESENTER AT GOVERNING BOARD MEETING: Dorothy Watkins, Administrator of Social Services  
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

**SUPPORTING DATA**

Funding Source: Tobacco Use Prevention Grant  
Budgeted: N/A

Governing Board approval and the Superintendent's signature are requested for an approval of the contract for the cost reimbursement grant from the Department of Public Health, Maricopa County Tobacco & Chronic Disease Prevention Program (MCTCDP), received from the Maricopa County Department of Health on August 22, 2013. The program will promote health and safety behaviors among students, staff, and families. Schools will be supported while implementing their plans through technical assistance. All participating schools will receive \$2,000.00 each to implement its School Health Implementation Plan (SHIP). Each school agrees to provide the following required services:

- A. Each school agrees to submit a SHIP Implementation & Evaluation Plan to MCTCDP and to perform the activities and/or outcomes designated in the approved plan.
- B. A SHIP Coordinator at each school will submit a SHIP Completion Report to MCTCDP when SHIP activities are completed. Program Completion Reports should be emailed to the assigned MCTCDP representative. For the 2013-2014 school year, the Maricopa County Department of Health selected the following schools:

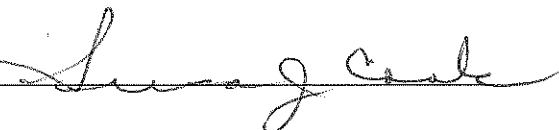
Abraham Lincoln Elementary  
Cholla Middle School

Alta Vista Elementary  
Desert Foothills Elementary

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the Intergovernmental Agreement between the Department of Public Health, Maricopa County Tobacco & Chronic Disease Prevention and the Washington Elementary School District, and authorize the Superintendent to execute the Agreement on behalf of the District.

Superintendent



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

Agenda Item \*II.G.

Ironwood Elementary  
Moon Mountain Elementary  
Orangewood Elementary  
Sahuaro Elementary  
Tumbleweed Elementary  
Desert View Elementary

Maryland Elementary  
Mountain View Elementary  
Palo Verde Middle School  
Sunset Elementary  
Arroyo Elementary  
Washington Elementary

The total cost reimbursement amount for fiscal year 2013-2014 is \$32,000.00. All SHIP program deliverables must be completed by May 1, 2014. The Tobacco & Chronic Disease Prevention Grant has been in place in Washington Elementary School District schools over the past three years. Applying schools must be a Title I school for funding consideration.

The grant will be managed by the District Administrator of Social Services.

The amended contract has been reviewed by District Legal Counsel.



**INTERGOVERNMENTAL AGREEMENT**  
**MARICOPA COUNTY**  
by and through the  
**DEPARTMENT OF PUBLIC HEALTH**  
**4041 N. Central Avenue, #1400, Phoenix, Arizona 85012**

|   |   |
|---|---|
| <b>1. Agreement No:</b> <u>C-86-14-</u>     | <b>2. Agreement Type:</b> <u>Advance</u>                    |
| <b>3. Agreement Amount:</b> <u>\$32,000</u> | <b>4. Purpose:</b> <u>School Health Implementation Plan</u> |
| <b>5. Start Date:</b> <u>August 1, 2013</u> | <b>6. Expiration Date:</b> <u>May 1, 2014</u>               |

This Agreement is entered into by and between the **Washington Elementary School District** (referred to herein as "Contractor"), and Maricopa County, by and through its Department of Public Health, Maricopa County Tobacco & Chronic Disease Prevention (referred to herein after as "County"). Contractor and the County are collectively referred to herein as the "Parties" and individually as a "Party." Contractor, for and in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth below. All rights and obligations of the Parties shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any subcontracts or amendments as set forth herein and in:

|            |   |                    |             |   |                |
|------------|---|--------------------|-------------|---|----------------|
| Section I  | - | General Provisions | Section III | - | Work Statement |
| Section II | - | Special Provisions | Section IV  | - | Compensation   |

This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties. Nothing in this Agreement shall be construed as consent to any lawsuit or waiver of any defense in a lawsuit brought against the County or the Contractor in any State or federal Court.

Legal Notice under this Agreement shall be given by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, to the addresses set forth below and shall be effective upon receipt by the Party to whom addressed unless otherwise indicated in the notice.

|                       |   |                            |
|-----------------------|---|----------------------------|
| Notice to Contractor: | <u>Dorothy Watkins</u>  | Phone: <u>602-347-2636</u> |
| Address:              | <u>Washington Elementary School District, 4650 W Sweetwater, Glendale, AZ 85304</u> |                            |

|                       |   |                               |
|-----------------------|---|-------------------------------|
| Notice to Department: | <u>MCDPH Grants/Contract Unit</u>                                   | Phone: <u>(602) 506- 1829</u> |
| Address:              | <u>4041 North Central Avenue, Ste #1400, Phoenix, Arizona 85012</u> |                               |

**IN WITNESS WHEREOF**, the parties enter into this Agreement:

CONTRACTOR

MARICOPA COUNTY BOARD OF SUPERVISORS

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title Chairman, Board of Supervisors

Date \_\_\_\_\_

Date \_\_\_\_\_

ATTEST:

Signature \_\_\_\_\_

Clerk of the Board

Date \_\_\_\_\_

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Pursuant to A.R.S. § 11-952, the Attorney for Maricopa County has determined that this Intergovernmental Agreement is within the powers and authority granted under the laws of the State of Arizona.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Attorney for Maricopa County

Date \_\_\_\_\_

Date \_\_\_\_\_

**1. EFFECT**

To the extent the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent the Work Statement(s) and the Special or General Provisions are in conflict, the Work Statement(s) shall control.

**2. DEFINITIONS**

As used throughout this Agreement, the following terms shall have the following meanings:

- A. **Agreement** means this document and all attachments and amendments hereto.
- B. **Contractor** means the person, firm or organization listed on the Cover Page of this Agreement.
- C. **County** means Maricopa County, Arizona.
- D. **Department** means the Maricopa County Department of Public Health (MCDPH) and also includes the Maricopa County Tobacco & Chronic Disease Prevention (MCTCDP).
- E. **Director** means the Director of the Department.
- E. **Funding Source** means any federal, State, or private agency funding source, which may impose conditions on the funding that will be passed on to the Contractor.

**3. GENERAL REQUIREMENTS**

- A. The terms of this Agreement shall be construed in accordance with Arizona law. Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County.
- B. The Contractor shall, without limitation, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability, and workers' compensation.
- C. The Contractor is an independent contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee, or agent of the County.

**4. AMENDMENTS**

All Amendments to this Agreement must be in writing and signed by authorized persons for both Parties. All amendments shall clearly state the effective date of the action.

**5. ADEQUACY OF RECORDS**

If the Contractor's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible clients, the Contractor shall reimburse the County for the services not adequately

supported and documented.

**6. RETENTION OF RECORDS**

- A. This provision applies to all financial and programmatic records, supporting documents, statistical records, and other records of the Contractor that relate to this Agreement.
- B. The Contractor shall retain all financial books, records, and other documents related to this Agreement for five (5) years after final payment or until after the resolution of any audit questions, which could be more than five (5) years, whichever is longer. County, federal, or State auditors, and any other persons duly authorized by the County, shall have full access to and the right to examine, copy and make use of any and all such financial books, records and other documents.

**7. ASSIGNMENT AND SUBCONTRACTING**

No rights, liability, obligations or duties under this Agreement may be assigned, delegated, or subcontracted without the prior written approval of the County.

**8. AUDIT DISALLOWANCES**

- A. The Contractor shall, upon written demand therefore, reimburse the County for any payments made under this Agreement that are disallowed, by a federal, State or County audit in the amount of the disallowance, as well as court costs and attorney fees the County incurs to pursue legal action relating to a disallowance.
- B. If the County determines that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Contractor.

**9. AGREEMENT COMPLIANCE MONITORING**

County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Agreement. On-site visits for compliance monitoring may be made by the County and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. During an on-site visit, the Contractor shall make its records and documents related to work performed or services provided under this Agreement available to the County for inspection and copying.

**10. AVAILABILITY OF FUNDS**

- A. The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Contractor, as provided herein, are actually available to the County for disbursement. The Department shall be the sole authority in determining the availability of funds under this Agreement and the County shall keep the Contractor fully informed as to the availability of funds.

- B. If any action is taken by any State agency, federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under or in connection with this Agreement, the County may amend, suspend, decrease, or terminate its obligations under or in connection with this Agreement. If this Agreement is terminated, the County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Agreement. The County shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) days in advance.

**11. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS**

- A. The Contractor shall, during the term of this Agreement, immediately inform the County in writing of the award of any other contract or grant where the award of such contract or grant may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the Contractor to notify the County of such award shall be considered a material breach of this Agreement and the County may immediately terminate this Agreement without liability.
- B. County may request, and the Contractor shall provide within a reasonable time, not exceeding ten (10) working days, a copy of such other contract or grant, when, in the opinion of the Department, the award of the contract or grant may affect the costs being paid or reimbursed under this Agreement.
- C. If the County determines that the award to the Contractor of such other contract or grant has affected the costs being paid or reimbursed under this Agreement, the County shall prepare an amendment to this Agreement effecting a cost adjustment. If the Contractor disputes the proposed cost adjustment, the dispute shall be resolved pursuant to the "Disputes" clause section contained herein.

**12. DEFAULT**

The County may suspend, modify, or terminate this Agreement immediately upon giving written notice to the Contractor if the Contractor fails to perform under or otherwise breaches any obligation under this Agreement, or upon the occurrence of any event that may jeopardize the ability of the Contractor to perform any of its obligations under this Agreement.

**13. TERMINATION**

- A. Either Party may terminate this Agreement at any time by giving the other Party at least thirty (30) calendar days prior written notice. The notice shall be given by personal delivery or by registered or certified mail, postage prepaid, return receipt requested.
- B. This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein.
- C. The County may terminate this Agreement upon twenty-four (24) hours notice when the County deems the health or welfare of a patient is endangered or the Contractor's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Agreement will terminate upon

the expiration date of this Agreement as stated on the Cover Page of this Agreement.

**14. SEVERABILITY**

Any provision of this Agreement that is determined to be invalid, void, or illegal by a court shall in no way affect, impair, or invalidate any other provision hereof, and the remaining provisions shall remain in full force and effect.

**15. STRICT COMPLIANCE**

Acceptance by the County of performance that is not in strict compliance with the terms of this Agreement shall not be deemed to waive the requirement of strict compliance for all future performance. All changes in performance obligations under this Agreement must be in writing and signed by the Parties.

**16. NON-LIABILITY**

The County and its officers, representatives, agents, and employees shall not be liable for any act or omission by the Contractor or any subcontractor, employee, officer, agent, or representative of the Contractor or any subcontractor occurring in the performance of this Agreement, nor shall they be liable for purchases or contracts made by the Contractor or any subcontractor in connection with this Agreement.

**17. INDEMNITY**

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against all claims, losses, liability, costs, and expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims, which result in vicarious liability to Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of Indemnitor, its officers, agents, employees, or volunteers.

**18. COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

**19. SAFEGUARDING CLIENT INFORMATION**

The use or disclosure by any Party of any information concerning an eligible individual served under this Agreement is directly limited to the performance of this Agreement.

**20. RIGHTS IN DATA**

The Parties shall have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided herein or by law. Each Party shall supply to the other Party, upon request, any available information known to the supplying Party that is relevant to this Agreement and to the performance hereunder.

**21. NON-DISCRIMINATION**

The Contractor, in connection with any service or other activity under this Agreement, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, affiliation or belief. The Contractor shall include this clause in all of its subcontracts related to this Agreement.

**22. EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall, to the extent such provisions apply, comply with Titles VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*); the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*); the Immigration Reform and Control Act of 1986 (Pub. L. No. 99-603) ("IRCA"); and Arizona Executive Order 2009-09, which mandates that all persons shall have equal access to employment opportunities. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*).

**23. RIGHT OF PARTIAL CANCELLATION**

If more than one activity is funded by this Agreement, the County reserves the right to terminate this Agreement or any part thereof based on the Contractor's failure to perform any part of this Agreement without impairing, invalidating or canceling the remaining Work Statement obligations.

**24. RIGHT TO EXTEND AGREEMENT**

Subject to the availability of funds and acceptable Contractor performance, the Contractor hereby acknowledges and agrees that the County shall have the right to extend this Agreement for additional periods, not to exceed a total extended term of five (5) years, except that the cost will be subject to renegotiation. Any extension of this Agreement shall be in writing mutually acceptable to the Department and the Contractor and signed by both Parties.

**25. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

A. The undersigned, an authorized representative of the Contractor, certifies, to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 C.F.R. Part 76, and its principals:

1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

- 2) have not within the 3-year period preceding this Agreement been convicted of or had a civil judgment entered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
  - 4) have not within the 3-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default.
- B. If the Contractor is not able to provide this certification, an explanation as to why shall be attached to this Agreement.
- C. The Contractor shall include, without modification, this Paragraph in all lower tier covered transactions (*i.e.*, transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

**26. CIVIL DIVISION REPRESENTATION**

The parties to this Agreement may have the option of choosing an attorney with the Civil Division of the Maricopa County Attorney's Office ("Civil Division"), to act as their attorney for the purpose of reviewing this Agreement. In doing so, by their signature below, each party acknowledges that it is aware that the Civil Division may represent both parties to this Agreement, and each party expressly waives any conflict of interest created thereby.

**27. E-VERIFICATION OF EMPLOYEES**

The Contractor warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges:

- A. That the Contractor and its subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;
- B. That a breach of the warranty under subsection A above shall be deemed a material breach of this Agreement that entitles the County to, among other things, immediately terminate this Agreement without liability;
- C. That the County and any contracting government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that the contractor or subcontractor is complying with the warranty provided under subsection A above and that the contractor agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection;
- D. That nothing herein shall make any contractor or subcontractor an agent or employee of the County or contracting government entity.

**28. VERIFICATION REGARDING COMPLIANCE WITH A.R.S. §§ 35-391.06 AND 35-393.06 (SCRUTINIZED BUSINESS OPERATIONS IN SUDAN AND IRAN):**

- A. By entering into this Agreement, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Department upon request. These warranties shall remain in effect through the term of this Agreement.
- B. The County may request verification of compliance for any contractor or subcontractor performing work under this Agreement. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of this Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.



**1. EFFECT**

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement(s) are in conflict with the Special or General Provisions, the Work Statement(s) shall control.

**2. DISPUTES**

Except as otherwise provided by law, or otherwise specifically agreed to by the Parties, any dispute not involving a question of law arising out of this Agreement that is not resolved between the Parties within a reasonable time, which shall not exceed 120 days, shall be resolved as follows:

1. Disputes must be filed with the person administering this Agreement for the County, if one has been appointed, or, if not, with the Procurement Officer, within ten (10) days from the date the Contractor knew or should have known the basis of the dispute.
2. The person administering this Agreement or the Procurement Officer, as applicable, shall respond in writing to the dispute within fourteen (14) days.
3. The Contractor may abide by the decision or may appeal the decision to the Director of the Department within seven (7) days.

This Paragraph shall not apply to claims arising from bodily injury, death, or property damage.

**3. CHANGES**

- A. The Department may, at any time, by written order, make changes within the general scope of this Agreement in any one or more of the following areas:
  1. Work Statement activities reflecting changes in funding source or County regulations, policies, or requirements.
  2. Administrative requirements, such as changes in reporting periods, frequency of reports, or report formats, required by funding source or County regulations, policies, or requirements.
  3. Contractor reimbursement schedules and/or program budgets.
- B. The order will not increase or decrease the maximum reimbursable amount to be paid the Contractor. Additionally, the order will not direct substantive changes in services to be rendered by the Contractor.
- C. Any dispute or disagreement caused by such order shall constitute a "Dispute" within the meaning of the Disputes Clause of the Special Provisions of this Agreement and shall be administered accordingly.

**4. AUDIT REQUIREMENT**

- A. If the Contractor expends \$500,000 or more in a year in federal awards, the Contractor shall have a single audit conducted for that year according to the Single Audit Act of 1984 (Pub. L. No. 98-502) (codified at 31 U.S.C. §§ 7501, *et seq.*), and the Single Audit Act Amendments of 1996 (Pub. L. No. 104-156). The Contractor shall comply with OMB Circulars A-133, A-87, A-102, and A-110, as applicable. The audit report shall be submitted to the County for review within nine (9) months following the close of the fiscal year. The Contractor shall take any necessary corrective action to remedy any material weaknesses and/or reportable conditions identified in the audit report within six (6) months after the release date of the report. The County may consider sanctions as described in § .225 of OMB Circular A-133 for contractors not in compliance with the audit requirements. All books and records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).
- B. The Contractor shall schedule an annual financial audit to be submitted to the County for review within twelve (12) months following the close of the program's fiscal year. Contractor understands that its failure to meet this requirement may result in the loss of current funding and disqualification from consideration for future County-administered funding.
- C. Comply with the requirement of the Federal Office of Management and Budget ("OMB") Circular A-133. The Contractor is responsible for having an audit performed in accordance with, and when required, by OMB Circular A-133, and for sending a copy of the report issued as a result of the audit to the County within thirty (30) days of issuance. The County reserves the right to engage an auditor, at the Contractor's expense, to perform an OMB Circular A-133 audit of the Contractor in the event that the Contractor fails to engage an auditor or the County rejects or disapproves of the auditor engaged by the Contractor.

## 5. INSURANCE

- A. The Contractor shall have in effect at all times during the term of this Agreement insurance or comparable self-insurance that is adequate to protect the County, its officers, employees, property, and equipment against the losses set forth below. The Contractor shall provide the County with a certificate of insurance or a certified copy of the insurance policy naming the County as an additional insured, or, if the Contractor is self-insured, shall provide the County with a letter indicating that it is self-insured.
- B. The following types and amounts of insurance are required as minimums:
  - 1. Workers' compensation and unemployment insurance as required by law.
  - 2. Unemployment insurance as required by Arizona law.
  - 3. Public liability, bodily injury, and property damage policies that insure against claims for liability for the Contractor's negligence or maintenance of unsafe vehicles, facilities, or equipment brought by clients receiving services pursuant to this Agreement and by lawful visitors of such clients. The limits of the policies shall not be less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

- C. Automobile and Truck Liability, Bodily Injury and Property Damages:
  - 1. General liability, each occurrence; \$1,000,000
  - 2. Property damage; \$1,000,000
  - 3. Combined single limit; \$1,000,000
- D. Standard minimum deductible amounts are allowable. Any losses applied against insurance deductible are the sole responsibility of the Contractor.
- E. Professional Liability:
  - 1. Insurance for the Contractor and its agents, employees, and other staff shall be maintained with coverage limits of one million dollars (\$1,000,000) per person, three million dollars (\$3,000,000) per occurrence.
  - 2. The Contractor agrees that in the event it, or any of its agents, employees, and other staff working under this Agreement, is named as a defendant in litigation, or is identified in a written notice of claim, wherein professional misconduct is alleged, the Contractor will promptly notify the Department in writing. The duty to notify under this paragraph applies whether or not the County is alleged to be involved, is named as a party to the matter, or could be potentially liable as a party.
- F. The Contractor shall immediately inform the Department of any cancellation of its insurance or any decrease in its lines of coverage at least thirty (30) days before such action takes place.

**6. SPECIAL REQUIREMENTS**

- A. The Contractor shall adhere to all applicable requirements of the Arizona Department of Health Services' Tobacco & Chronic Disease Prevention.
- B. If the use of subcontractors is approved by the County, the Contractor agrees to use written subcontracts or consultant agreements that conform to federal and State laws and regulations and the requirements of this Agreement appropriate to the service or activity covered by the subcontract. These provisions apply with equal force to the subcontract as if the subcontractor were the Contractor. The Contractor is responsible for performance under this Agreement whether or not any subcontractors are used. The Contractor shall submit a copy of each subcontract to the County within fifteen (15) days of its effective date.
- C. The Contractor shall include in any subcontracts a provision to the effect that the subcontractor agrees that the County shall have access to the subcontractor's facilities and the right to examine any books, documents, and records of the subcontractor involving transactions related to the subcontract, and that such books, documents, and records shall not be disposed of except as provided herein.

**7. PROGRAM EVALUATION**

The Contractor agrees to actively incorporate into its program design process evaluation/assessment implemented by the Arizona Department of Health Services and MCTCDP to evaluate the effectiveness of Tobacco Use Prevention Programs in Maricopa County. MCTCDP will provide training and technical assistance.

**8. REPORTING REQUIREMENTS**

If requested by the County, the Contractor shall submit monthly, quarterly, and annual progress reports on or before the third (3rd) day of the month following the end of the reporting period. In addition, a quarterly expenditure report will be submitted with the quarterly progress report.

**9. PROGRAM MARKETING INITIATIVES**

When issuing statements, press releases and other documents describing projects or programs funded in whole or in part with State money, all grantees receiving State funds shall clearly state (1) the percentage of the total costs of the program or project which will be financed with State money; (2) the dollar amount of funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

**10. STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST**

Pursuant to A.R.S. § 38-511, the County may cancel this Agreement without penalty or further obligation, within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other Party to this Agreement in any capacity or is a consultant to any other Party to this Agreement with respect to the subject matter of this Agreement. In addition, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County from any other Party to this Agreement arising as the result of this Agreement.

**11. POLICY ON CONFIDENTIALITY**

The Contractor and the County understand and agree that this Agreement is subject to all State and federal laws protecting client confidentiality of medical, behavioral health and drug treatment information.

**12. EQUIPMENT**

A. The title to any and all equipment acquired through the expenditure of funds received from ADHS/County shall remain that of ADHS. The acquisition of any such equipment must be specifically authorized in advance by ADHS/County and for equipment which has a document evidencing title, title shall be acquired in the name of ADHS. Upon termination of this Contract, ADHS may determine the disposition of all such equipment. The purchase of vehicles is not reimbursable under the terms of this contract.

- B. The Contractor agrees to exercise reasonable control over all equipment purchased with capital outlay expense Contract funds. All equipment lost, stolen, rendered unusable, or no longer required for program operation must be reported immediately to County for disposition instructions. The Contractor shall conduct a physical inventory of equipment, using forms supplied by County, within sixty (60) days after the end of the Contract.

**13. LAWS, RULES AND REGULATIONS**

The Contractor and the County understand and agree that this Agreement is subject to all State and federal laws, rules, and regulations that pertain hereto.

**14. FINGERPRINT AND CERTIFICATION REQUIREMENTS/JUVENILE SERVICES**

The Fingerprint and Certification Requirements listed in this section apply to this contract to the extent it pertains to services to juveniles.

- a. The Contractor shall require that all paid and unpaid personnel who are required or are allowed to provide services directly to juveniles have met all fingerprint and certification requirements of A.R.S. §§36-882 and 36-425.03 prior to providing such services.

- b. The Contractor shall submit verification of fingerprinting and certification of an employee by the Department of Economic Security, the Department of Corrections or the Arizona Supreme Court to meet this requirement.
- c. The Contractor shall require and verify that those employees who qualify only for a restricted certification shall be supervised when providing services directly to juveniles.
- d. The Contractor shall require that all subcontracts for services to juveniles include a provision requiring compliance by the subcontractor with A.R.S. §§36-882 and 36-425.03.
- e. This Contract may be canceled if the fingerprint certifications or the Certification for Employment required by A.R.S. § 36-425.03 of any employee, including volunteers (whether or not paid) shows that he or she has committed, been convicted of, or is awaiting trial for any offense(s) listed on the Certification for Employment form in this state or similar offenses in another state or jurisdiction.

**15. COMMUNICATION**

The Contractor shall assume primary responsibility for effective, efficient communication with MCTCDP staff.

**16. SPONSORSHIP ACKNOWLEDGMENT**

All promotional materials, brochures, and flyers prepared by the Contractor shall include the following statement, "Sponsored by Maricopa County Tobacco & Chronic Disease Prevention and Arizona Department of Health Services Bureau of Chronic Disease."

**1. DEFINITIONS**

- A. **DEPARTMENT** refers to the Maricopa County Department of Public Health (MCDPH) and includes the Maricopa County Office of Tobacco & Chronic Disease Prevention.
- B. **CONTRACTOR** refers to the School District listed on the front page of this Agreement.
- C. **COUNTY** refers to Maricopa County, Arizona.
- D. **MCTCDP** is an acronym for the Maricopa County Tobacco & Chronic Disease Prevention.
- E. **SHIP** is an acronym for the School Health Improvement Plan
- F. **SHI** is an acronym for the School Health Index

**2. SERVICE GOALS**

Contractor agrees to act as a pay agent and pass through funds to each school based on the following categories:

- A. A one-time payment of up to \$2,000 per school listed in Attachment A to be paid to the school district or charter.
- B. Technical assistance, training and other related material, will be provided by Maricopa County Tobacco and Chronic Disease Prevention (MCTCDP)

**3. SERVICE OBJECTIVES/ACTIVITIES**

The school agrees to provide the following required services:

- A. Each school agrees to submit a SHIP Implementation & Evaluation Plan to MCTCDP and to perform the activities and/or outcomes designated in the approved plan.
- B. A SHIP Coordinator at each school will submit a SHIP Completion Report to MCTCDP when SHIP activities are completed. Program Completion Reports should be emailed to the assigned MCTCDP representative. All SHIP program deliverables must be completed by May 1, 2014.

**4. OTHER REQUIREMENTS**

- A. An invoice for the advance payment must be submitted on school letterhead and have a signature authorizing the reimbursement request. Payment requests should be submitted as follows:
- Faxed to (602) 372-8499:
  - E-mail at [AlainaRinne@mail.maricopa.gov](mailto:AlainaRinne@mail.maricopa.gov).
  - First-class mail to:

Contract Coordinator

Maricopa County Tobacco & Chronic Disease  
4041 N. Central Avenue, Ste #1400  
Phoenix, AZ 85012

- B. Contractor shall respond to all additional requests for information solicited by MCTCDP when they are submitted in writing and allow for a minimum of 72 hours to respond.
- C. All invoices must be submitted within 60 days of the expiration of the contract period.
- D. Contractor agrees to participate in randomly generated site visits in accordance with the fiduciary responsibility delegated to us by State grantor, the Arizona Department of Health Services.



**1. COMPENSATION**

Subject to the availability of funds, County shall pay the Contractor for the services described herein for a sum not to exceed the Contract Amount listed on the cover page of this contract. The County will pay the Contractor on an advance basis for services that align with the approved mini-grants. The invoice must be submitted by the Contractor.

**2. METHOD OF PAYMENT**

- A. Contractor shall submit an invoice (payment request). This payment request must be on school letterhead and contain a signature authorizing the request.
- B. Subject to the availability of funds, the County will, within thirty (30) working days from the date of receipt of documents enumerated herein, process and remit to the Contractor a warrant for payment up to the maximum total allowable for services provided.
- D. The Contractor understands and agrees that the County will not honor any claim for payment submitted six (6) months after the date of service. The Contractor understands and agrees that the County will not process any claim for payment for services rendered prior to the expiration date that is submitted sixty (60) days after the expiration date without approval of the County.

## School Health Implementation Program

**School Health Implementation Program**

|                             |                                       |
|-----------------------------|---------------------------------------|
| School District or Charter: | Washington Elementary School District |
| District Contact:           | Dorothy Watkins                       |
| Title:                      | Administrator of Social Services      |
| Email:                      | Dorothy.Watkins@wesdschools.org       |
| Phone:                      | 602-347-2636                          |

**Mail Contract to:**

|          |                                  |      |          |       |    |     |       |
|----------|----------------------------------|------|----------|-------|----|-----|-------|
| Name:    | Dorothy Watkins                  |      |          |       |    |     |       |
| Title:   | Administrator of Social Services |      |          |       |    |     |       |
| Email:   | Dorothy.Watkins@wesdschools.org  |      |          |       |    |     |       |
| Address: | 4650 W Sweetwater                | City | Glendale | State | AZ | Zip | 85304 |

**School(s)**

|    | Name of School(s)        | Address              | City     | State | Zip   | Amount                |
|----|--------------------------|----------------------|----------|-------|-------|-----------------------|
| 1  | Abraham Lincoln          | 10444 N 39th Ave     | Phoenix  | AZ    | 85051 | \$2,000               |
| 2  | Alta Vista               | 8710 N 31st Ave      | Phoenix  | AZ    | 85051 | \$2,000               |
| 3  | Cholla Middle School     | 3120 W Cholla St     | Phoenix  | AZ    | 85029 | \$2,000               |
| 4  | Desert Foothills Jr High | 3333 W Banff Ln      | Phoenix  | AZ    | 85053 | \$2,000               |
| 5  | Ironwood                 | 14850 N 39th Ave     | Phoenix  | AZ    | 85053 | \$2,000               |
| 6  | Maryland                 | 6503 N 21st Ave      | Phoenix  | AZ    | 85015 | \$2,000               |
| 7  | Moon Mountain            | 13425 N 19th Ave     | Phoenix  | AZ    | 85029 | \$2,000               |
| 8  | Mountain View            | 801 W Peoria Ave     | Phoenix  | AZ    | 85029 | \$2,000               |
| 9  | Orangewood               | 7337 N 19th Ave      | Phoenix  | AZ    | 85021 | \$2,000               |
| 10 | Palo Verde Middle School | 7502 N 39th Ave      | Phoenix  | AZ    | 85051 | \$2,000               |
| 11 | Sahuaro                  | 12835 N 33rd Ave     | Phoenix  | AZ    | 85029 | \$2,000               |
| 12 | Sunset                   | 4626 W Mountain View | Glendale | AZ    | 85302 | \$2,000               |
| 13 | Tumbleweed               | 4001 W Laurel Ln     | Phoenix  | AZ    | 85029 | \$2,000               |
| 14 | Arroyo                   | 4535 W Cholla        | Glendale | AZ    | 85304 | \$2,000               |
| 15 | Desert View              | 8621 N 3rd St        | Phoenix  | AZ    | 85020 | \$2,000               |
| 16 | Washington Elementary    | 8033 N 27th Ave      | Phoenix  | AZ    | 85051 | \$2,000               |
|    |                          |                      |          |       |       | <b>Total \$32,000</b> |

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: September 12, 2013 Information  
AGENDA ITEM: \*Collaborative Partner Agreement Between the Association for Supportive Child Care and 1st Reading  
Moon Mountain Elementary School for Participation in the Arizona Kith and Kin Project  
INITIATED BY: Dorothy Watkins, Administrator of Social Services SUBMITTED BY: Dorothy Watkins, Administrator of Social Services  
PRESENTER AT GOVERNING BOARD MEETING: Dorothy Watkins, Administrator of Social Services  
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

**SUPPORTING DATA**

Funding Source: Arizona Kith and Kin  
Budgeted: Yes

The purpose of the Agreement is to collaboratively partner with the Association for Supportive Child Care (ASCC) for participation in the Arizona Kith and Kin Project. The purpose of the Project is to improve the quality of care provided by "Kith and Kin" (friends and family) child-care providers. Kith and Kin provides care for the children of friends and family members who are, for the most part, unregulated and untrained. Recent national and local research has shown that Kith and Kin providers, particularly in low-income communities, care for more than 50 percent of the children with working parents. Many Hispanic, African American, Native American, recently arrived Refugees, and others prefer this form of care due to cultural and language considerations.

The Project was developed and implemented in Maricopa County in 1999 by ASCC and, along with a coalition of organizations, provides support to strengthen the quality and reliability of Kith and Kin child care in Arizona. The overall objectives of the project are to:

- Provide early childhood training and support to Kith and Kin child-care providers.
- Increase the Kith and Kin providers' knowledge of the elements of quality child-care and of available community training and support resources.
- Increase the Kith and Kin providers' knowledge of health and safety related issues and improve the safety of their child-care environment.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the Collaborative Partner Agreement with the Association for Supportive Child Care for participation in the Arizona Kith and Kin Project, specifically at Moon Mountain Elementary School, 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.H.

**\*Collaborative Partner Agreement Between the Association for Supportive Child Care and Moon Mountain Elementary School for Participation in the Arizona Kith and Kin Project**

**September 12, 2013**

**Page 2**

The following is a summary of the responsibilities of ASCC and the District:

- Overseeing the Arizona Kith and Kin Project (Contact Person: Sarah Ocampo-Schlesinger/Claudia Ortiz-Vazquez).
- Creation of recruitment materials (i.e. flyers, postcards, posters, etc.)
- Distribution and placement of outreach materials in targeted areas served by the program.
- Conducting "Orientation" sessions for partnering agency staff.
- Providing a Project Facilitator and/or Co-Facilitator, as is applicable, for each group.
- Providing snacks, door prizes, promotional items and material for support groups.
- Acting as a resource at meetings and providing handouts, as determined necessary.
- Developing and providing forms (attendance sheets, sign-in sheets for child care, reporting forms, etc.).
- Developing a plan for transportation costs for providers (when necessary).
- Providing "curriculum/resource" notebooks for facilitators/co-facilitators.
- Delivery of weekly training-support groups at identified location(s) and related components.
- Delivery of injury prevention training components.
- Delivery of Leaps and Bounds kindergarten readiness activities and related materials.
- Provide technical assistance to the on-site child-care provider(s) and ensure compliance with ASCC requirements. (CPR/FA certification, fingerprint clearance card and required training hours).
- Planning and implementing the annual Health and Safety Conference for program participants.
- Planning and facilitating Kith and Kin Facilitator and Coalition meetings and other trainings as necessary.
- Planning, developing and implementing evaluation related efforts.
- Developing new/additional Arizona Kith and Kin Project coalition partners.

Moon Mountain responsibilities include:

- Identifying location, day, time and start and end dates for identified training-support group(s), based on funding availability and guidelines.
- Providing appropriate space for weekly training-support groups and on-site child care.
- Identifying appropriate co-facilitator(s) and on-site child-care providers.
- Distribution of recruitment materials for sites.
- Recruitment of providers.
- Providing meeting reminders and making follow-up calls.
- Co-facilitating support groups (ASCC Kith and Kin Project Specialist is lead person of support group).
- Assisting facilitator and/or participants with the completion of attendance sheets, registration forms, child-care forms, reports and related forms as applicable.
- Attending Kith and Kin Facilitator and Coalition meetings and other trainings as applicable.
- Invoicing ASCC/Arizona Kith and Kin Project for services provided prior to the end of the fiscal year (July 31, 2013).

The term of the Agreement is for the 2013-2014 school year. Arizona Kith and Kin assumes all costs for the program.

Moon Mountain Elementary School agrees to be a collaborative partner in the Association For Supportive Child Care's (ASCC 's) Arizona Kith and Kin Project. The coalition will support one another in efforts to provide services, support and introductory early childhood education sessions for kith and kin child-care providers in Maricopa County. Moon Mountain Elementary School is one of the sites for the Maricopa County community.

The Agreement has been reviewed by District Legal Counsel.



**Association for Supportive  
Child Care (ASCC)**

3910 South Rural Road, Suite E

Tempe, AZ 85282

Telephone: 480.829.0500

Fax: 480.820.7288

[www.asccaz.org](http://www.asccaz.org)

**Arizona Kith and Kin Project  
COLLABORATIVE PARTNER AGREEMENT  
FALL 2013/SPRING 2014**

Contact person:

Sarah Ocampo-Schlesinger, Program Coordinator

Arizona Kith and Kin Project and Child Care Injury Prevention Program

480.829.0500, ext. 1126

[socampo@asccaz.org](mailto:socampo@asccaz.org)

| Community Partner  | Contact Information  |
|--|--|
| Moon Mountain Elementary School<br>13425 North 19 <sup>th</sup> Avenue<br>Phoenix, AZ 85029<br><br>Telephone: 602-896-6000 | Ms. Sue Brown<br>Principal<br>Moon Mountain<br>Elementary School<br>602-896-6000 |

Moon Mountain Elementary School agrees to be a collaborative partner in the Association For Supportive Child Care's (ASCC) Arizona Kith and Kin Project. The partnership provides support for the delivery of a 14 week training-support group session to Family, Friend and Neighbor child care providers. The training-support group session is held once per week for 14 weeks and offers early childhood education and injury prevention component.

**ASCC's responsibilities include:**

- Conducting/meeting with partnering agency/staff to review program guidelines.
- Overseeing the Arizona Kith and Kin Project (Contact Person: Sarah Ocampo-Schlesinger/Claudia Ortiz-Vazquez).
- Ensure that all program participants qualify as Family, Friend and Neighbor child care providers.
- Ensure that weekly training-support groups start and end as scheduled.
- Creation of recruitment materials (i.e. flyers, postcards, posters, etc.).
- Distribution and placement of outreach materials in targeted areas served by the program.
- Providing a Program Specialist for each weekly training-support group.
- Providing Child Care Specialists/Providers for each weekly training-support group as applicable and needed.
- Providing snacks, door prizes, promotional items and material for training-support groups.
- Developing and providing program related forms (attendance sheets, sign-in sheets for child care, reporting forms, etc.)
- Providing transportation to and from the training-support group(s) for participants that live within a 5 mile radius of the training-support group location.
- Delivery of injury prevention training components. These components include Child Passenger Safety, Crib and Safe Sleep, Home and Environment Safety, Pediatric First Aid, CPR and AED and may only be delivered after the seventh (7<sup>th</sup>) week of training.
- Delivery of Leaps and Bounds Kindergarten Readiness activities and related materials on a weekly basis. (These activities are conducted in both the on-site child care and adult trainings.)
- Planning and implementing the annual Health and Safety Conference for program participants.
- Planning, developing and implementing evaluation related efforts.
- Delivery of weekly training-support groups and identified training topics which include the following: Orientation (two hours), Brain Development (two hours), Nutrition (two hours), Guidance and Discipline (two hours), Child Development/Ages and Stages (two hours), Arranging the Environment (two hours), Parent/Caregiver Relationships and Business Practices (two hours), Daily Schedule Planning (two hours), Health and Safety (two hours), Child Passenger Safety (two hours), Language, Literacy and RIF event (three hours), CPR and AED Certification (four hours), Pediatric First Aid (four hours), Graduation (two hours).

\*Please note that curriculum topics are delivered based on the needs/interests of participants and not necessarily in this order. In order to qualify for materials distributed such as car seats, smoke alarms, fire extinguishers, etc. participants must attend to the training as scheduled.

**Moon Mountain Elementary School responsibilities include:**

- Jointly with ASCC, identify location, day, time and start and end dates for identified training-support group(s), based on funding availability and guidelines.
- Providing appropriate consistent space for weekly training-support groups. This includes a space for participants to attend the 14 week training-support group session and a separate space for on-site child care. If a challenge with space were to occur, the partnering organization will contact program staff with a minimum of 24 hour notice.
- Provide a co-facilitator for each weekly training-support group (as applicable).
- Provide on-site child care providers for each training-support group (as applicable).

- Distribution of recruitment materials for sites.
- Outreach and recruitment of program participants.
- Attending the Arizona Kith and Kin Project partnership related meetings and other trainings as applicable.
- Invoicing ASCC/Arizona Kith and Kin Project for services provided as agreed, prior to the end of the fiscal year (June 30, 2014).

The Arizona Kith and Kin Project model utilizes staff members from both ASCC and the community partnering organization. This maximizes outreach efforts and the success of the program. For the training-support group(s) scheduled for the 2013-2014 year, each organization will provide the following:

| ASCC  |                                  |
|---|----------------------------------|
| <input type="checkbox"/>  | Program Specialist               |
| <input type="checkbox"/>  | Child Care Specialists/Providers |
| <div style="display: flex; justify-content: space-between;"> <span>ASCC Representative: _____</span> <span>Date: _____</span> </div>              |                                  |
| Community Partner   |                                  |
| <input type="checkbox"/>  | Co-Facilitator                   |
| <div style="display: flex; justify-content: space-between;"> <span>Name: _____</span> <span>Contact Info: _____</span> </div>                     |                                  |
| <input type="checkbox"/>  | Child Care Providers             |
| <div style="display: flex; justify-content: space-between;"> <span>Name: _____</span> <span>Contact Info: _____</span> </div>                     |                                  |
| <div style="display: flex; justify-content: space-between;"> <span>Name: _____</span> <span>Contact Info: _____</span> </div>                     |                                  |
| <div style="display: flex; justify-content: space-between;"> <span>Name: _____</span> <span>Contact Info: _____</span> </div>                     |                                  |
| <div style="display: flex; justify-content: space-between;"> <span>Community Partner Representative: _____</span> <span>Date: _____</span> </div> |                                  |

The following funding is available to community partners for components related to the delivery of the Arizona Kith and Kin Project 14 week training-support group session. Please select the appropriate

|                      |  |
|----------------------|--|
| Co-Facilitator       | \$800 per 14 week session<br><br><input type="checkbox"/> Initials: _____ Date: ____/____/____   |
|                      | \$14 per hour if staff will be paid by ASCC as part-time employees.<br><br><input type="checkbox"/> Initials: _____ Date: ____/____/____ |
| Child Care Providers | \$1,500 per 14 week session<br><br><input type="checkbox"/> Initials: _____ Date: ____/____/____   |
|                      | \$10 per hour if staff will be paid by ASCC as part-time employees.<br><br><input type="checkbox"/> Initials: _____ Date: ____/____/____ |

\*If a session meets for less than 14 weeks these amount may be pro-rated. Invoices must be issued by community partner agency and not by individuals.

|                                       |                                 |
|---------------------------------------|---------------------------------|
|                                       |                                 |
| Signature                             | Signature                       |
| Susan Jacobs                          | Sue Brown                       |
| Printed Name                          | Printed Name                    |
| Executive Director                    | Principal                       |
| Title                                 | Title                           |
| Date                                  | Date                            |
| Association for Supportive Child Care | Moon Mountain Elementary School |



WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: September 12, 2013 Information  
AGENDA ITEM: \*Memorandum of Understanding with Valle del Sol – Family Service Center 1st Reading

INITIATED BY: Dorothy Watkins, Administrator of Social Services SUBMITTED BY: Dorothy Watkins, Administrator of Social Services

PRESENTER AT GOVERNING BOARD MEETING: Dorothy Watkins, Administrator of Social Services

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

**SUPPORTING DATA**

Funding Source: N/A  
Budgeted: No Cost

Valle del Sol (VdS) is one of Arizona's largest non-profit, community-based organizations that provides services to children and families. The organization has been working with the Washington Elementary School District (WESD) for several years to provide community-based programming through a Family Resource Center on two campuses, Royal Palm and Washington.


Valle del Sol's Family Resource Centers are community-based programs serving families and children on a year-round basis. The Resource Centers offer a safe environment for families to access resources and educational opportunities, as well as to become more involved in the community through the parent volunteer program.

Services focus on basic needs, family strengths, and family preservation while addressing topics such as self-esteem, problem solving, parenting, substance abuse, and suicide prevention. Valle del Sol involves the whole community by collaborating with community organizations, school districts, principals, teachers, parents, children and family members. All services are available in English and Spanish.

WESD Administrator of Social Services, Dorothy Watkins, has reviewed services and concluded that a continued collaboration with VdS would most advantageously address the District's needs.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the Memorandum of Understanding with Valle del Sol and authorize the Superintendent to execute the necessary documents.

Superintendent 

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

Agenda Item \*III.

**\*Memorandum of Understanding with Valle del Sol – Family Service Center**

**September 12, 2013**

**Page 2**

The initial term of this MOU shall be from July 1, 2013 until June 30, 2014. The MOU will be automatically renewed for the additional period of July 01, 2014 until June 30, 2015, unless either party provides written notification to the other party of its intent not to renew within 30 days prior to the expiration of the initial term. Either party may terminate this MOU at any time upon 30 days written notice.

There is no cost for this program. The District is responsible for providing access and resources as outlined in the MOU.

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

## MEMORANDUM OF UNDERSTANDING

Between

**Valle del Sol  
3807 North 7th Street  
Phoenix, Arizona 85014**

**Washington Elementary School District  
4650 West Sweetwater  
Glendale, AZ 85304**

This document defines the responsibilities of Valle del Sol (“VdS”) and the Washington Elementary School District (“WESD”). The following agreement is designed to assist VdS in the delivery of effective programs and services to children and families in WESD.

Valle del Sol is committed to providing school-based programs to strengthen families by coordinating existing social, educational and health resources and then bringing them to a school campus. By providing preventive measures through education and other support systems, we seize the opportunity to greatly reduce the risk factors faced by families living in our communities.

ESL, Computer skills, and all classes listed below can be delivered to children and families in the Washington Elementary School District in community settings, which is welcoming and convenient to the participants.

Youth Life Skills Promoting Health and Personal Development: Program emphasizes social skills necessary for students to successfully meet life’s challenges like tobacco use and drug abuse.

NOPAL – A community-driven coalition focused on reducing youth marijuana use and abuse and its negative effects in North Phoenix (Sunnyslope area)

VAMOS: An interactive multi-media youth leadership program discussing difficult related topics with a focus on social change.

Parent Training Program: A parenting program designed to incorporate participants’ cultural roots throughout the curriculum. Parents are guided through the process of helping their children become ethnically and culturally proficient to help them resist violence and substance abuse.

Valle del Sol’s Mission is inspires positive change by investing in human services to strengthen families with tools and skills for self-sufficiency and by building the next generation of Latino and diverse leaders. We join the Washington Elementary School District to strengthen families by encouraging parental involvement in their child’s school activities and performance, helping families to develop healthy behaviors and working to assist school staff in coordinating existing educational, social and health resources.

This agreement is based on the following outcomes as agreed upon by the Partnership Site Team:

**Valle del Sol Overall Partnership Goal:**

Our partnership goal is to work collaboratively with the Washington School District and other partners in both the development and sustainability of the Family Resource Centers.

**Valle del Sol Partnership Outcomes**

Long Term: Increase the number of Valle del Sol, Family Resource Centers within the Washington School District.

Mid Term: Meet established measures in the United Way contract.

Short Term: Establish the Valle del Sol, Family Resource Centers Model in Washington Elementary and Royal Palm Middle School.

**Valle del Sol will:**

1. Provide one (1) Resource Center Coordinator, 4 days a week on two-school campuses, Royal Palm Middle School and Washington Elementary. The Resource Center Coordinators will act as a point of contact and, serve as a liaison to the school administrators, parents and staff.
2. Provide timely and consistent communication regarding problems or issues regarding the effective delivery of the program service.
3. Provide opportunities for the school to access services for students, teachers and families to programs and services that may include:

**Educational Programs**

Parenting Classes

ESL Adults

Life Skill Classes Youth

**Social Activities/ Programs**

Volunteer Program

Parental School Involvement

Holiday Assistance

Assistance with recreational/ social activities for families- Fairs, Sports, PTO

**Health Resources**

Prevention Workshops

Uniform Assistance as available

Food Boxes

Clothing Closet as available

Referrals to other Services

4. Create tools to measure progress on agreed upon outcomes including satisfaction surveys. Gather data for outcome measurement and report data to United Way Valley of the Sun and Valle del Sol's internal Quality Management Committee and designated Washington Elementary School District representative.
5. Document the value of all donations and services brought to the Washington Elementary School District and update site team on the value of resources on as needed basis.
6. The School has an option to accept or decline services based on needs, capacity or interest.

**The Washington Elementary Public Schools will:**

1. Provide both a school-based and regional staff person as point of contact to serve as liaison to Valle del Sol, Inc.
2. Provide WESD email
3. Designate school and District participation in the NOPAL Coalition. This includes but is not limited to monthly and/or quarterly participation in coalition meetings.
4. Provide timely and consistent communication regarding problems or issues in the effective delivery of the programs and/or services.
5. Provide access to a workspace location on the campus for the appropriate delivery of programs and services, including telephone, basic furniture, copier, printing, internet service and other on campus facilities/services as needed.
6. Provide access and assistance to appropriate data and information for program evaluation to include, but not limited to:
  - Distributing school approved surveys to school staff, parents and/or students as needed.
  - Share demographic information and appropriate data with Valle del Sol as needed.
  - Share ATOD suspension, detention or referral data as appropriate with the NOPAL Coalition.
  - Assist in administering survey's for evaluation services.
7. Incorporate Valle del Sol, Inc. Management staff into regional site teams for the purpose of planning and developing appropriate strategies for school programming.
8. Encourage and engage volunteers in meaningful ways at the schools and in classrooms.
9. Support Valle del Sol, Inc. with required site visits by Valle del Sol, Inc. funding partners like United Way Valley of the Sun.
10. Promote all partners on marketing and collateral.

**Duration**

The initial term of this MOU shall be from July 1, 2013 until June 30, 2014. The MOU will be automatically renewed for the additional period of July 01, 2014 until June 30, 2015, unless either party provides written notification to the other party of its intent not to renew within 30 days prior to the expiration of the initial term. Either party may terminate this MOU at any time upon 30 days written notice.

**Modifications**

This Memorandum of Understanding may be amended at any time by an agreement in writing executed by authorized representatives of Valle del Sol, Inc. and the Washington Elementary School District.

**Compensation**

There is no compensation exchanged between Valle del Sol, Inc. and the Washington Elementary School District. Future changes will require renegotiation of this MOU.

**Indemnification:** In fulfilling VdS's duties pursuant to this agreement, the VdS agrees to indemnify and hold harmless WESD, its affiliates, and their respective officers, directors agents and employees, against any and all losses, claims, damages and expenses, including reasonable and necessary attorney's fees, to the extent any such losses claims, damages and expenses are due to the acts or omissions of VdS, its officers, directors agents and employees. VdS, in its sole discretion, shall select counsel to defend any action pursuant to this indemnity. WESD hereby covenants not to settle or compromise any claim or cause of action for which indemnification is sought from VdS without the written permission of VdS. The obligation of VdS to so Indemnify WESD is expressly contingent upon WESD notifying VdS, in writing, with seven (7) calendar days after MPS knows, or reasonably should have known, of any claim, complaint, potential cause of action or proceeding. Failure by WESD to timely notify VdS shall relieve VdS of its obligation to so indemnify WESD to the extent any such delay materially prejudices the substantive rights and defenses available to VdS, or otherwise increases the damages, settlement costs, or costs of defense. VdS shall have no obligation to indemnify WESD should any such losses, claims, damages and expenses result, in whole or in part, from acts, omissions, willful misconduct or gross negligence of WESD, its affiliates, officers, directors, agents and employees.

Valle del Sol, Inc.:



Kurt R. Sheppard, CEO

7/29/2013

Date

Washington School District:

Date

# WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board           X           Action  
 FROM: Dr. Susan J. Cook, Superintendent                            Discussion  
                           Information  
                           1st Reading  
 DATE: September 12, 2013  
 AGENDA ITEM: \*Memorandum of Understanding with William W. Jenkins, PhD, LP Consulting Services for Play Therapy Services  
 INITIATED BY: Dorothy Watkins, Administrator of Social Services SUBMITTED BY: Dorothy Watkins, Administrator of Social Services  
 PRESENTER AT GOVERNING BOARD MEETING: Dorothy Watkins, Administrator of Social Services  
 GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

## SUPPORTING DATA

Funding Source: McKinney-Vento Subgrant  
 Budgeted: Yes

It has long been acknowledged that a variety of psychosocial and health problems affect learning and performance in profound ways. Numerous research studies, including those done by the UCLA School Mental Health Project, have shown that the need for mental health services continues to increase in schools across the country. The need for school-linked services is one that Washington Elementary School District (WESD) is working to address so that students have the opportunity to be productive and successful. Over the last three years, WESD has worked with a local mental health provider to service students in two identified schools. These students are identified by the school administrator, social worker, psychologist, or parent.

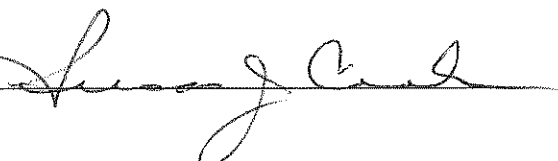
Through this award, approximately 75 identified students and staff at Orangewood and Ironwood Elementary Schools will receive play therapy services and professional consultation services. Services through William W. Jenkins, PhD, LP Consulting Services will begin on September 16, 2013 and end on May 16, 2014.

Play therapy encourages children to communicate their feelings and concerns without fear of reprisal. Observing children in a therapeutic play environment enables therapists to assess their social and emotional status. As a continuing intervention, play therapy promotes children's development of adaptive behavior patterns, as well as problem solving, coping, and social skills. As a result of play therapy, children typically become more attentive and productive in school, and their academic progress is enhanced.

## SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Memorandum of Understanding with William W. Jenkins, PhD, LP Consulting Services 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.J.

Staff consultation will focus on increasing staff awareness of issues facing children and introducing ways to help children become emotionally sound and achieve academically.

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



***William W. Jenkins, PhD, LP.***

**Consulting Services**

*15233 North 62nd Place*

*Scottsdale, AZ 85254*

Phone: 480 570 1140

Fax: 480 991 0174

**Email: [williamwjenkins@mac.com](mailto:williamwjenkins@mac.com)**

August 28, 2013

Dr. Susie Cook

Washington Elementary School District

4650 W. Sweetwater

Glendale, AZ 85304

Dear Dr. Cook:

William W. Jenkins, PhD, LP and Washington Elementary School District (WESD) agree to the following procedures:

1. William W. Jenkins, PhD, LP Consulting Services will provide the play therapy services program. Basic play services will be provided by one intern counseling student enrolled in an accredited university mental health masters program. The play therapy services program will be conducted at Orangewood and Ironwood Elementary schools, in the class room designated by the school to be used as William W. Jenkins, PhD, LP Consulting Services Play Therapy room. Portable play therapy services will also be provided to children and all services are referred by means of William W. Jenkins, PhD, LP Consulting Services consent forms provided in English and Spanish. Referrals will be reviewed and approved by the Administrator of Social Services, school psychologist/social worker and/or designated school liaison.
2. William W. Jenkins, PhD, LP Consulting Services will provide play therapy services Monday through Friday, during school hours (after school hours may be provided if needed), beginning September 2013 through May 2014 for a 35 week period. The approximate 35 week schedule will be given to the school prior to services starting. In order for services to begin, a minimum of 10 signed consent forms must be given to William W. Jenkins, PhD, LP Consulting Services at each location - Orangewood Elementary school and Ironwood Elementary.
3. A safe and confidential environment will be provided by WESD to provide play therapy services. School District staff will be instructed that play therapy sessions are not to be interrupted while in progress for any reason. William W. Jenkins, PhD, LP Consulting Services will follow protocol for fire drills and lock-downs as provided by WESD.
4. William W. Jenkins, PhD, LP Consulting Services will provide WESD with consent forms in English and Spanish to be given to prospective clients for play therapy. Play therapy can only be provided with signed consent forms from a parent or legal guardian.
5. William W. Jenkins, PhD, LP Consulting Services will provide Release of Information forms to be signed by parents and/or legal guardians for collaborative efforts in providing services.

6. William W. Jenkins, PhD, LP Consulting Services will 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 with a deductible of not more than \$5,000 and naming the Washington Elementary School District as an additional insured party. William W. Jenkins, PhD, LP Consulting Services will maintain proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

7. The intern therapist provided by William W. Jenkins, PhD, LP Consulting Services is required to have a fingerprint card and insurance statements on file at William W. Jenkins, PhD, LP Consulting Services main office. William W. Jenkins, PhD, LP shall require the therapist to comply with all policies, regulations and procedures of the district. William W. Jenkins, PhD, LP staff will wear identifying badges while on WESD campuses.

8. Protocol or policies and procedures for crisis situations. William W. Jenkins, PhD, LP Consulting Services will follow said protocol, policies and procedures, in any crisis. William W. Jenkins, PhD, LP Consulting Services will provide WESD with its established protocol for crisis intervention. William W. Jenkins, PhD, LP Consulting Services staff may be contacted at any time to support and assist in any situation deemed necessary by designated WESD staff.

9. WESD will provide William W. Jenkins, PhD, LP Consulting Services with the sum of \$4500.00 for services for the 2013-2014 school year. \$500.00 to be paid on the last day of each of the 9 months starting September 30<sup>th</sup> 2013 through to May 31<sup>st</sup> 2014

Agreed this day, the \_\_\_\_\_ of \_\_\_\_\_, 2013, between the Washington Elementary School District and William W. Jenkins, PhD, LP Consulting Services.

\_\_\_\_\_  
Dr. Susan J. Cook, Superintendent, Washington Elementary School District

\_\_\_\_\_  
Dr. William W. Jenkins, PhD, LP Consulting Services

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action  
FROM: Dr. Susan J. Cook, Superintendent Discussion  
DATE: September 12, 2013 Information  
AGENDA ITEM: \*Memorandum of Understanding with the Casa Center for Positive Social Change 1st Reading

INITIATED BY: Kathleen McKeever, Director  
Academic Support Programs

SUBMITTED BY: Kathleen McKeever, Director  
Academic Support Programs

PRESENTER AT GOVERNING BOARD MEETING: Kathleen McKeever, Director Academic Support  
Programs

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

**SUPPORTING DATA**

Funding Source: Character Education  
Grant

Budgeted: Yes

The Casa Center for Positive Social Change provides curriculum lessons and activities from evidence-based Social and Emotional Learning (SEL) programs, which have been proven through numerous research studies to contribute to improvement in classroom quality, classroom management, improvement in academic standards, and create more positive school climate and culture. A large body of scientific research has determined that effective SEL in schools significantly improves students': 1) social-emotional skills, 2) attitudes about self and others, 3) social interactions. SEL also decreases student levels of emotional distress and conduct problems. SEL is also associated with significant improvements in students' academic performance and attitudes toward school.

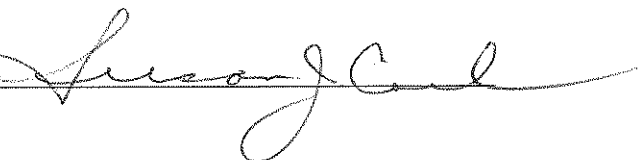
In collaboration with Casa, a Character Education Matching Grant was submitted and awarded to the Washington Elementary School District (WESD). As is stated in the approved grant application, Casa will provide highly qualified trained staff to facilitate SEL classes and family-centered community events at the following eight schools: Acacia Elementary, Cactus Wren Elementary, Lakeview Elementary, Ocotillo Elementary, Orangewood, Palo Verde Middle, Royal Palm Middle and Washington Elementary Schools.

In addition, Casa will facilitate two days of professional development for all WESD school social workers.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the Memorandum with the Casa Center for Positive Social Change and authorize the Superintendent to execute the necessary documents.

Superintendent



| Board<br>Action | Motion | Second | Aye | Nay | Abstain |
|-----------------|--------|--------|-----|-----|---------|
| Adams           |        |        |     |     |         |
| Graziano        |        |        |     |     |         |
| Jahneke         |        |        |     |     |         |
| Lambert         |        |        |     |     |         |
| Maza            |        |        |     |     |         |

Agenda Item \*II.K.

**\*Memorandum of Understanding with the Casa Center for Positive Social Change**

**September 12, 2013**

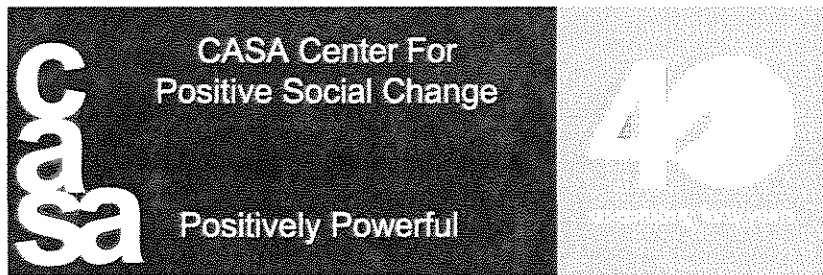
**Page 2**

WESD Administrator of Social Services, Dorothy Watkins, has reviewed services and concluded that a continued collaboration with Casa would most advantageously address the District's needs.

The initial term of this MOU shall be from September 17, 2013 until June 30, 2014. The MOU will be automatically renewed for the additional period of July 1, 2014 until June 30, 2015, unless either party provides written notification to the other party of its intent not to renew within 30 days prior to the expiration of the initial term. Either party may terminate this MOU at any time upon 30 days written notice.

The funding for these services is through the Arizona Department of Education Character Education Matching Grant. The District is responsible for providing matching funds through employee work hours and facility use.

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



August 28, 2013

Dr. Susan J. Cook  
Washington Elementary School District  
4650 W. Sweetwater  
Glendale, AZ 85304

Dear Dr. Cook:

Casa Center for Positive Social Change (aka Casa) and Washington Elementary School District (WESD) agree to the following procedures:

Casa Center for Positive Social Change will provide Social and Emotional Learning (SEL) consultation/training and teaching students in groups in the eight identified schools in the WESD district in their after-school Academy program. Casa's services will be provided by Casa staff that are trained in the above mentioned SEL programs and assigned by Executive Director, Stephanie Orr, MC. The schools who will be participating in this program include:

|                          |                        |                          |
|--------------------------|------------------------|--------------------------|
| Acacia Elementary        | Cactus Wren Elementary | Lakeview Elementary,     |
| Ocotillo Elementary      | Orangewood Elementary  | Palo Verde Middle School |
| Royal Palm Middle School | Washington Elementary  |                          |

The SEL program provided by Casa will be conducted at the identified schools in the class room designated by the school to be used.

Casa's services will provide SEL lessons and activities to identified children. All services are referred through the school social services staff and consent forms will be provided in English and Spanish. Referrals will be reviewed and approved by the Administrator of Social Services, school administrators, school psychologist/social worker and/or designated school liaison.

Casa's Responsibilities include:

1. Casa will provide services during school hours and in after school programs, beginning September 16, 2013 through June 30, 2014.
2. Casa will confirm that consent forms are on file for all students participating in the afterschool SEL groups prior to providing services. After-school SEL group services can only be provided with signed consent forms from a parent or legal guardian.
3. Casa will provide timely and consistent communication regarding problems or issues regarding the effective delivery of the program service.

4. Casa will 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 with a deductible of not more than \$5,000 and naming the Washington Elementary School District as an additional insured party. Casa Services will maintain proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.
5. The staff provided by Casa Services is required to have a fingerprint card and insurance statements on file. Casa shall require the Casa Trainers to comply with all policies, regulations and procedures of the district. Casa staff will wear identifying badges while on WESD campuses.

WESD responsibilities:

1. A safe and confidential environment will be provided by WESD to provide Casa services. Casa Services will follow protocol for fire drills and lock-downs as provided by WESD.
2. WESD staff will review and provide referrals for student participants for the afterschool SEL groups. Consent forms will be maintained by WESD staff.
3. WESD will provide Casa with the sum of \$80,000 for services for the 2013-2014 school year. Casa will invoice the WESD district every two week on Mondays. The Casa invoice will be approved and submitted to finance which will process payment.

Agreed this day, the \_\_\_\_\_ of \_\_\_\_\_, 2013, between the Washington Elementary School District and Casa Center for Positive Social Change

\_\_\_\_\_  
Dr. Susan J. Cook, Superintendent, Washington Elementary School District

\_\_\_\_\_  
Stephanie Orr, MC, Executive Director  
Casa Center for Positive Social Change

**WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6**

|       |                                   |                                   |             |
|-------|-----------------------------------|-----------------------------------|-------------|
| TO:   | Governing Board                   | <u>          X          </u>      | Action      |
|       |                                   | <u>                          </u> | Discussion  |
| FROM: | Dr. Susan J. Cook, Superintendent | <u>                          </u> | Information |
|       |                                   | <u>                          </u> | 1st Reading |

DATE: September 12, 2013

AGENDA ITEM: \*2013-2014 Qualified Evaluators

|               |   |               |   |
|---------------|---|---------------|---|
| INITIATED BY: | <u>Justin Wing, Director of Human Resources</u> | SUBMITTED BY: | <u>Justin Wing, Director of Human Resources</u> |
|---------------|---|---------------|---|

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA and A.R.S. §15-537

**SUPPORTING DATA**

Funding Source: N/A  
Budgeted: N/A

Arizona Revised Statute Section 15-537, Section F, requires the Governing Board to “designate persons who are qualified to observe teachers and to serve as evaluators for the district's teacher performance evaluation system”. The District personnel presented have received training on the District’s evaluation procedures and requirements of Arizona State Law. Training occurred for the new and continuing qualified evaluators on July 18, 2013 and August 27, 2013. Additional training is scheduled for all qualified evaluators on September 17, 2013, October 22, 2013, November 26, 2013, and February 4, 2014.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the designation of the 2013-2014 qualified evaluators for the teacher performance evaluation system as presented.

Superintendent 

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

Agenda Item \*II.L.

**\*2013-2014 Qualified Evaluators**

**September 12, 2013**

**Page 2**

| PRINCIPALS                        | ASSISTANT PRINCIPALS   | STAFF                   |
|-----------------------------------|------------------------|-------------------------|
| ANDERSON, DAVID                   | BARRETT, AUDREY        | ALTERSITZ, JANET        |
| ARONOWITZ, CARLA                  | DAVIS, ENOCH           | BAILEY, LINDA           |
| ASHBRIDGE, KAYLENE                | ESTRADA, DARCY*        | CANNON, MICHAEL         |
| BONNETTE, SHANNON                 | HOOD, CHRISTINE        | CARTER, CRAIG           |
| BROWN, SUSAN                      | MORRIS, RICHARD        | COOK, SUSAN             |
| CARNEY, SEAN                      | MURPHY, ANTHONY        | DYKE, SANDRA            |
| CHARLSON, ANDREE                  | MUZICH, ROBYN*         | FISHER, DANIEL*         |
| FARMER, MARIA                     | RIDING, CODY*          | HERBST-TRESTRAIL, KARLA |
| FOUNTAIN, TIMOTHY                 | SARRAINO, JILL         | HOWSDEN, DIANA          |
| GARITSON, PHILLIP                 | SMITH, SUSIE           | JOHNSON, KAREN*         |
| GUPTON, NICHOLAS                  | SPELLMAN, JAMES        | MARIN, MONICA*          |
| HALEY-MAYOLE, TARA                | TEJADA, JAIME          | MCKEEVER, LINDA         |
| HALL, JAMES                       | WILBER, AMANDA*        | MCWHORTER, NATALIE      |
| HELLER-JOHNSON, TRICIA            | WOLLSCHLAGER, MICAELA* | MEEHLING, DEBORAH*      |
| HERMAN, LUANNE                    | WRIGHT, PAMELA*        | MINK, CINDY*            |
| HOLLINGSWORTH, CHRISTINE          |                        | PILSBURY, MICHAELE      |
| KEEFER, HEIDI*                    |                        | POST, BARBARA           |
| LILES, PHILIP                     |                        | SCHAUER, SHERYL         |
| MASON, PERRY                      |                        | SULLIVAN, JANET         |
| MAYNARD, TRACY                    |                        | SWARTZBAUGH, PHILIP     |
| MCWHIRTER, PAULA                  |                        | WESTHOFF, MAGGIE        |
| MUROSKEY, STEVE                   |                        | WING, JUSTIN            |
| PATERSON, BETTY                   |                        | ZAMPINI, NANCY*         |
| PATTERSON, CAROL                  |                        |                         |
| POTAVIN, REBECCA                  |                        |                         |
| RITZ, LORI                        |                        |                         |
| RUSSELL, ADELE                    |                        |                         |
| SCHULTZ, POLLY                    |                        |                         |
| VINEYARD, LYNN*                   |                        |                         |
| WARREN, RHONDA                    |                        |                         |
| WATERS, MICHAEL*                  |                        |                         |
| WOODWARD, TIMOTHY                 |                        |                         |
|                                   |                        |                         |
|                                   |                        |                         |
|                                   |                        |                         |
| *Denotes new qualified evaluators |                        |                         |



**\*2013-2014 Qualified Evaluators**

**September 12, 2013**

**Page 2**

| PRINCIPALS               | ASSISTANT PRINCIPALS   | STAFF                   |
|--------------------------|------------------------|-------------------------|
| ANDERSON, DAVID          | BARRETT, AUDREY        | ALTERSITZ, JANET        |
| ARONOWITZ, CARLA         | DAVIS, ENOCH           | BAILEY, LINDA           |
| ASHBRIDGE, KAYLENE       | ESTRADA, DARCY*        | CANNON, MICHAEL         |
| BONNETTE, SHANNON        | HOOD, CHRISTINE        | CARTER, CRAIG           |
| BROWN, SUSAN             | MORRIS, RICHARD        | COOK, SUSAN             |
| CARNEY, SEAN             | MURPHY, ANTHONY        | DYKE, SANDRA            |
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| HALEY-MAYOLE, TARA       | TEJADA, JAIME          | MCKEEVER, LINDA         |
| HALL, JAMES              | WILBER, AMANDA*        | MCWHORTER, NATALIE      |
| HELLER-JOHNSON, TRICIA   | WOLLSCHLAGER, MICAELA* | MEEHLING, DEBORAH*      |
| HERMAN, LUANNE           | WRIGHT, PAMELA*        | MINK, CINDY*            |
| HOLLINGSWORTH, CHRISTINE |                        | PILSBURY, MICHAEL       |
| KEEFER, HEIDI*           |                        | POST, BARBARA           |
| LILES, PHILIP            |                        | SCHAUER, SHERYL         |
| MASON, PERRY             |                        | SULLIVAN, JANET         |
| MAYNARD, TRACY           |                        | SWARTZBAUGH, PHILIP     |
| MCWHIRTER, PAULA         |                        | WESTHOFF, MAGGIE        |
| MUROSKEY, STEVE          |                        | WING, JUSTIN            |
| PATERSON, BETTY          |                        | ZAMPINI, NANCY*         |
| PATTERSON, CAROL         |                        |                         |
| POTAVIN, REBECCA         |                        |                         |
| RITZ, LORI               |                        |                         |
| RUSSELL, ADELE           |                        |                         |
| SCHULTZ, POLLY           |                        |                         |
| VINEYARD, LYNN*          |                        |                         |
| WARREN, RHONDA           |                        |                         |
| WATERS, MICHAEL*         |                        |                         |
| WOODWARD, TIMOTHY        |                        |                         |
|                          |                        |                         |
|                          |                        |                         |
|                          |                        |                         |

\*Denotes new qualified evaluators

# WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action

FROM: Dr. Susan J. Cook, Superintendent Discussion

DATE: September 12, 2013 Information

AGENDA ITEM: \*Acceptance of the "Donate to Educate" Cardinals Charities Grant in the Amount of \$4,000.00 and the City of Phoenix Block Watch Grant in the Amount of \$9,632.00 1st Reading

INITIATED BY: Kathleen McKeever, Director of Academic Support Programs SUBMITTED BY: Kathleen McKeever, Director of Academic Support Programs

PRESENTER AT GOVERNING BOARD MEETING: Kathleen McKeever, Director of Academic Support Programs

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: DDA

## SUPPORTING DATA

Funding Source: Grants  
Budgeted: Yes

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

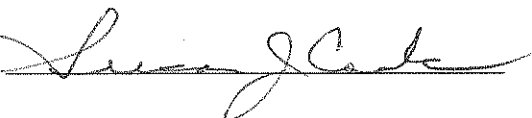
| Funder                            | Location          | Amount     | Purpose                          |
|-----------------------------------|-------------------|------------|----------------------------------|
| Cardinals Charities               | Moon Mountain (N) | \$4,000.00 | Summer Reading Programs for 2014 |
| City of Phoenix Block Watch Grant | Mountain Sky (N)  | \$9,632.00 | Wake-Up Drug Prevention          |

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

## SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the acceptance of the "Donate to Educate" Cardinals Charities Grant in the amount of \$4,000.00 and the City of Phoenix Block Watch Grant in the amount of \$9,632.00 and authorize the Superintendent to execute all necessary documents.

Superintendent



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

Agenda Item \*II.M.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board 

|   |
|---|
| X |
| X |
|   |
|   |

 Action

FROM: Dr. Susan J. Cook, Superintendent 

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 Discussion

DATE: September 12, 2013 

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|  |

 Information

AGENDA ITEM: Temporary Suspension of Policy BGB – Policy Adoption and Adoption of Proposed Amended Policy DJE – Bidding/Purchasing Procedures 

|  |
|--|
|  |
|  |
|  |
|  |

 1st Reading

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

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BGB, BGF and H.B. 2599

**SUPPORTING DATA**

Funding Source: N/A  
Budgeted: N/A

Board Policy BGB – Policy Adoption provides for a first and second reading as part of the Policy revision process. However, Policies BGB and BGF – Suspension/Repeal of Policy provide that an amended Policy may be adopted in a single reading if the Governing Board determines there is a need to do so. Because the provisions of HB 2599 that increase the state bidding limit from \$50,000.00 to \$100,000.00 became effective on September 13, 2013, it is necessary to revise the affected Policy without a second reading. Requiring a second reading would lead to confusion in the procurement process. For this reason, it is recommended that the Governing Board temporarily suspend Policy BGB and allow adoption of the amended Policies without two readings.

The following is a summary of the proposed revisions to the Policy:

- Increase the bidding requirement from \$50,000.00 to \$100,000.00.
- Revise the requirements for written price quotations to include transactions of at least \$25,000.00, but not more than \$100,000.00.
- Increase the purchasing authority delegated to the Superintendent and Director of Business Services from \$50,000.00 to \$100,000.00.
- Remove the required “Scrutinized Business Operations Clause” from contracts.
- Other miscellaneous revisions that update the Policy to conform to current law.

Attached for review is Regulation DJE-R – Bidding/Purchasing Procedures containing revisions that will be implemented under the authority delegated to the Superintendent. These revisions either coincide with the proposed Policy revisions or are necessary to conform to the current state procurement laws and administrative regulations.

These recommended changes have been reviewed by District Legal Counsel.

**SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board temporarily suspend Policy BGB – Policy Adoption and adopt proposed amended Policy DJE – Bidding/Purchasing Procedures.

Superintendent



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

Agenda Item III.A.

## BIDDING / PURCHASING PROCEDURES

The Superintendent shall be responsible for all purchasing, contracting, competitive bidding, and receiving and processing of all bid protests, in accordance with the Arizona school district procurement rules, including A.A.C. R7-2-1141 *et seq.* A contract shall not be awarded to an entity that does not verify employment eligibility of each employee through the E-verify program in compliance with A.R.S. 23-214 subsection A. Each contract shall contain the warranties required by A.R.S. 41-4401 relative to the E-verify requirements. Purchasing authority is hereby delegated to the Superintendent and Director of Business Services for purchases up to  ~~fifty~~ one hundred thousand dollars (\$~~500~~100,000). This authority may be further delegated to the position of ~~Administrator~~ Director of Purchasing.

The Superintendent shall prepare regulations to assure the District conforms to proper procedures and practices.

### Purchases Not Requiring Bidding

Purchases of five thousand dollars (\$5,000) or less may be made at the discretion of the Superintendent. Such procurements are not subject to competitive purchasing requirements, however, reasonable judgment should be used to ensure that purchases are advantageous to the District.

Verbal price quotations will be requested from at least three (3) vendors for a transaction in excess of five thousand dollars (\$5,000) but less than twenty-five thousand dollars (\$25,000). The price quotations should be shown on, or attached to, the related requisition form. If three (3) verbal quotations cannot be obtained, documentation showing the vendors contacted that did not offer price quotations, or explaining why price quotations were not obtained, shall be maintained on file in the District office.

Written price quotations will be requested from at least three (3) vendors for transactions of at least twenty-five thousand dollars (\$25,000) but not more than  ~~fifty~~ one hundred thousand dollars (\$~~500~~100,000). If three (3) written price quotations cannot be obtained, documentation showing the vendors contacted that did not offer written price quotations, or explaining why written price quotations were not obtained, shall be maintained on file in the District office.

The District is not required to engage in competitive bidding in order to place a student in a private school that provides special education services if such placement is prescribed in the student's individualized education program and the private school has been approved by the Department of Education Division of Special Education pursuant to A.R.S. 15-765. The placement is not subject to rules adopted by the State Board of Education before November 24, 2009 pursuant to A.R.S. 15-213.

**The District may, without competitive bidding, purchase or contract for any products, materials and services directly from Arizona Industries for the Blind, certified nonprofit agencies that serve individuals with disabilities, and Arizona Correctional Industries if the delivery and quality of the goods, materials or services meet the District's reasonable requirements.**

Intergovernmental agreements and contracts between school districts or between the District and other governing bodies as provided in A.R.S. 11-952 are exempt from competitive bidding under the procurement rules adopted by the State Board of Education pursuant to A.R.S. 15-213.

The District is not required to engage in competitive bidding to make a decision to participate in insurance programs authorized by A.R.S. 15-382.

**The District is not required to obtain bid security for the construction-manager-at-risk method of project delivery.**

**Unless otherwise provided by law, contracts for materials or services and contracts for job-order-contracting construction services may be entered into if the duration of the contract and the conditions of renewal or extension, if any, are included in the invitation for bids or the request for proposals and if monies are available for the first fiscal period at the time the contract is executed. The duration of contracts for materials or services and contracts for job-order-contracting construction services shall be limited to no more than five (5) years unless the Board determines that a contract of longer duration would be advantageous to the District. When so determined, the decision should be memorialized in meeting minutes and in the contract/bid file. Payment and performance obligations for succeeding fiscal periods are subject to the availability and appropriation of monies. The maximum dollar amount of an individual job order for a**

**job-order-contracting construction service shall be one million dollars (\$1,000,000) or as determined by the Board.**

### **Online Bidding**

Until such time as the State Board of Education adopts rules for the procurement of goods and information services by school districts and charter schools using electronic, online bidding, the District may procure goods and information services pursuant to A.R.S. 41-2671 through 2673 using the rules adopted by the Department of Administration in implementing 41-2671 through 2673.

### **Purchases Requiring Bidding**

Sealed bids and proposals shall be requested for transactions to purchase construction, materials, or services costing more than  ~~fifty~~ **one hundred** thousand dollars (~~\$5~~**100**,000). All transactions must comply with the requirements of the Arizona Administrative Code and the Uniform System of Financial Records.

### **Further Delegations**

The Superintendent and Director of Business Services are delegated authority to issue all written determinations and execute change orders increasing the contract amount in an amount not to exceed fifteen thousand dollars (\$15,000) or five percent (5%) of the contract amount, whichever is greater.

The Superintendent and Director of Business Services may sign procurement agreements on behalf of the District when the agreements fall within the limits of his/her purchasing authority of  ~~fifty~~ **one hundred** thousand dollars (~~\$5~~**100**,000) or less, and when those agreements comply with applicable rules, regulations, statutes, and policies.

The Superintendent and Director of Business Services are delegated authority to issue all written determinations as required by the Arizona Department of Education School District Procurement Rules prior to issuing solicitations for multi-step sealed bidding, competitive sealed proposals, and multi-term contracts, or non-construction contracts requiring bid or contract security.

The Director of Business Services shall serve as the District representative for protests and claims on solicitations and contracts.

### **Purchase Orders**

A properly executed purchase order shall be issued for the acquisition of goods, personal services and construction. Purchase orders may be signed only by authorized staff as delegated, in writing, by the Superintendent.

All delegations authorized herein remain in effect until rescinded by the Governing Board.

### **Registered Sex Offender Prohibition**

All purchase orders, agreements to purchase, and contracts for services to be provided by personnel other than District employees must include the following statement on the documents:

***Registered Sex Offender Restriction.** Pursuant to this order, the named vendor agrees by acceptance of this order that no employee of the vendor or a subcontractor of the vendor, who has been adjudicated to a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.*

### **~~Required Scrutinized Business Operations Clause~~**

~~All contracts for District purchase of goods or services shall include a clause requiring the contractor offering the goods or services to certify that the contractor does not have scrutinized business services in Sudan nor in Iran.~~

~~The District through the Superintendent shall:~~

- ~~Verify that the offeror does not appear on the most recent list prepared by the Arizona Central Procurement Officer of parties excluded from Arizona contracts.~~
- ~~Notify the State Central Procurement Officer of any contractor that District suspects has submitted a false certification.~~

Adopted: October 14, 2010

|             |                                 |                       |         |
|-------------|---------------------------------|-----------------------|---------|
| LEGAL REF.: | A.R.S. 11-952                   | 15-382                | 38-503  |
|             | 15-213                          | 15-765                | 38-511  |
|             | 15-213.01                       | 15-910.02             | 39-121  |
|             | 15-213.02                       | 23-214                | 41-2632 |
|             | 15-239                          | 34-101 <i>et seq.</i> | 41-2636 |
|             | 15-323                          | 35-391 <i>et seq.</i> |         |
|             | 15-342                          | 35-393 <i>et seq.</i> |         |
|             | A.G.O. I83-136                  | I87-035               | I06-002 |
|             | A.A.C. R7-2-1001 <i>et seq.</i> |                       |         |
|             | U.S.F.R. VI-G-8 <i>et seq.</i>  |                       |         |

CROSS REF.:   BCB – Board Member Conflict of Interest  
                   DJG – Vendor/Contractor Relations  
                   GBEAA – Staff Conflict of Interest  
                   JLIF – Sex Offender Notification



**REGULATION****REGULATION****BIDDING / PURCHASING PROCEDURES**

All District purchases shall be in accordance with the relevant sections of the Arizona Revised Statutes (including, but not limited to 15-213, 15-323, and 38-503), the Arizona school district procurement rules set out in A.A.C. R7-2-1001 through 1195, and with the following.

**Requesting Quotations**

Requests for price quotations are to include adequate details and be issued with sufficient lead time to enable vendors to effectively respond. When a contract is to be awarded on the basis of price and additional factors those factors are to be included in the request for quotations. Such factors should include, but are not limited to, the following:

- Submittal requirements including:
  - Date and time due;
  - Type and manner by which quotations may be received (e.g., telephone, written, fax, e-mail, prepared form);
  - Physical or digital address to which quotations are to be delivered.
- Specific information the quotation must include.
- Whether or not negotiations may be held.
- Options that may be made pursuant to a purchase contract, i.e., extensions and renewals.
- Contracts for job-order-contracting services shall be limited to no more than five (5) years unless the Board determines that a contract of longer duration would be advantageous to the District and has provided for such duration as a part of bid documents and conditions of renewal or

**REGULATION****REGULATION**

extension within contract language. Such determination should be memorialized in writing and kept in the meeting minutes and contract/bid file.

- Uniform terms and conditions included in the request by text or reference.
- Such additional terms, conditions, and instructions as are applicable to the purchase under consideration

All requests for written quotations shall be at the direction of the Superintendent or a person designated by the Superintendent.

When a vendor is selected on the basis of factors other than lowest price, the reasons shall be documented and filed with the price quotations. Documentation of the quotation process and details including vendor names, persons contacted, telephone numbers and identification of other communication procedures, price results, and determinations are to be documented and retained by the District in a procurement file that includes the pertinent requisition form and purchase order.

A written contract or purchase order must be approved prior to a purchase being made.

#### Cumulative and Like Item Purchases

An analysis shall be performed annually to determine the extent of the District's need to purchase like items. Prior year purchases and applicable demographic, program, and planning data are to be utilized for projecting quantity and cost of like items to fulfill the anticipated need. The outcomes of calculating the projected quantity and cost factors to acquire like items shall inform the determinations as to the appropriate procurement processes to be applied. The proper competitive purchasing strategies must be applied to assure District compliance with the procurement laws and rules. Splitting of orders or other purchasing practices devised to circumvent allowable procurement practices are prohibited. The cumulative costs of purchasing like items by any and all means of acquisition are to be tracked to assure that

**REGULATION****REGULATION**

no purchases are permitted that will result in violation of Governing Board policies and lawful procurement practices.

Multiple Year Purchases Totaling  
Less Than Fifty Thousand Dollars

The District may enter into contracts of less than fifty thousand dollars (\$50,000) for a period up to five (5) years, as follows:

- When the terms and conditions of renewal or extension are included in the solicitation for bids;
- When monies are available for the first fiscal year at the time of contracting;
- When the competitive purchasing method is appropriate to the projected cumulative cost over the term of the multiple year contract.

Multiple Year Purchases Totaling  
More Than One Hundred  
Thousand Dollars

The District may enter into contracts for more than one hundred thousand dollars (\$100,000) for a period up to five (5) years, as follows:

- The Governing Board has determined in writing that;
  - The estimated requirements cover the contract period and are reasonable and continuing;
  - A multi-term contract will serve the District's best interest by encouraging competition or promoting economies in procurement;
  - If monies are not appropriated or available in future years, the contract will be cancelled.

**REGULATION****REGULATION**

If multiple-year quotations are used, the District shall:

- Document the time period that the pricing is valid;
- Determine the vendor will honor the pricing for the multi-year period;
- Written affirmation with the vendor that, although it is the District's intent to purchase certain quantities, all purchases are subject to the availability of funds.

Multiple Awards to More  
Than One Contractor

Generally, the District should not use multiple awards allowing more than one (1) vendor to supply the same goods or service. However, there are instances in which the District may make multiple awards. If that instance arises, the request for proposals or invitation for bids should clearly state whether multiple awards may be used so bidders can consider that information when pricing their proposals or bids.

A multiple award to more than one (1) vendor should be made only when the District has determined and documented in writing that a single award is not advantageous to the District. The award should also be limited to the least number of suppliers necessary to meet the District's requirements.

**Bidding Methods**

~~All District purchases shall be in accordance with the Arizona school district procurement rules and with the following.~~

Sealed bids will be requested when an award is to be made for a transaction to purchase construction, materials, or services costing more than thirty one hundred thousand dollars (~~\$3100,000~~), ~~or any revision of the amount calculated by the State Board of Education and made applicable for the year in which the transaction will occur.~~ The Superintendent must review the expenditure and make a recommendation to the Board for final action. The Board reserves the right to waive any informalities in, or reject, any or all bids or any part of any bid. Any bid may be withdrawn prior to the scheduled time for the opening of bids.

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The bidder to whom the award is made may be required to enter into a written contract with the District.

Pursuant to the procurement code, contracts can be let for a period not to exceed five (5) years.

**Definitions**

**The definition of a term used in this regulation shall be interpreted as being synonymous with the definition of that term listed at R7-2-1001.**

~~Construction is defined as physical changes to land or buildings that materially alter the previous structure or physical condition, i.e., new construction, including fixed physical additions to land such as concrete, fencing, etc., structural remodeling, major renovations that are not merely maintenance in nature, and major demolitions. All such construction shall be identified, and the estimated aggregate total cost of goods and services for the project shall be made before undertaking the project. This estimated total cost shall determine which of the quoting/bidding methods as outlined is to be utilized.~~

~~A transaction for materials or services as used in this policy is determined by application of these three (3) conditions:~~

- ~~A. Items or services that are so alike in nature that they might likely or reasonably be available from a certain type of vendor are grouped together; and~~
- ~~B. The items or services being considered for the grouping in "A" above are to be purchased at a given point in time with no intent to split groupings in order to lower group totals and thereby avoid bidding; and~~
- ~~C. If the composite estimated total cost of the items grouped in "A" and "B" above exceeds the amount established by the State Board of Education for requiring sealed bids, sealed competitive bids shall be sought; if the amount is less, bidding will not be required.~~

**REGULATION****REGULATION****Prospective Bidders' Lists**

The District shall compile and maintain a prospective bidders' list. Inclusion of the name of a person shall not indicate whether the person is responsible concerning a particular procurement or otherwise capable of successfully performing a District contract.

Persons desiring to be included on the prospective bidders' list shall notify the District. Upon notification, the District shall mail or otherwise provide the person with the District procedures for inclusion on the bidders' list. Within thirty (30) days after receiving the required information, the District shall add the person to the prospective bidders' list unless the District makes a determination that inclusion is not advantageous to the District.

Persons who fail to respond to invitations for bids for two (2) consecutive procurements of similar items may be removed from the applicable bidders' list after mailing a notice to the person. This notice shall not be required if the two (2) invitations for bids which were not responded to both contained the notice that bidders' names may be removed from the bidders' list if they fail to respond to invitations for bids for two (2) consecutive procurements of similar items. Persons may be reinstated upon request.

Prospective bidders' lists shall be available for public inspection, unless the District makes a written determination that it is in the best interest of the District that they should be confidential or private and should not be open for inspection pursuant to A.R.S. 39-121.

**Notice of Competitive Sealed Bidding**

If the intended procurement is for construction to cost less than one hundred fifty thousand dollars (\$150,000), the rules established for the simplified school construction procurement program **described in R7-2-1033** may be followed. In all other cases, adequate public notice of the invitation for bids shall be given as provided in R7-2-1022 or as provided in R7-2-1024, which are outlined below, and shall indicate that any bid protest shall be filed with the District representative, who shall be named therein.

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If notice is given pursuant to R7-2-1024, notice also may be given as provided in R7-2-1022. If fewer than five (5) prospective bidders are included on the bidders' list, the notice must also be given as provided in R7-2-1022. If the invitation for bids is for the procurement of services other than those described in R7-2-1061 through R7-2-1068 and R7-2-1117 through R7-2-1123, Specified Professional Services, notice also shall be given as provided in R7-2-1022.

***R7-2-1022:***

In the event there are four (4) or less prospective bidders on the bidders' list, the notice shall include publication in the official newspaper of the county within which the school district is located for two (2) publications which are not less than six (6) nor more than ten (10) days apart. The second publication shall not be less than two (2) weeks before bid opening. The time of publication may be altered if deemed necessary pursuant to R7-2-1024.A

***R7-2-1024:***

Invitation for bids shall be issued at least fourteen (14) days before the time and date set for bid opening in the invitation for bids unless a shorter time is deemed necessary for a particular procurement as determined by the school district.

The school district shall mail or otherwise furnish invitation for bids or notices of the availability of invitation for bids to all prospective bidders registered with the school district for the specific material, service or construction being bid.

The time and date at which a bid is called due shall be during regular working hours at a regular place of school business or during a public meeting of the Governing Board at its regular meeting place.

Invitations to bid will be sent to all vendors who have requested to bid or who have applied to be placed on a bid list appropriate to the items being sought.

A bid call relating to "construction projects" must describe the nature of the work to be performed and where complete plans, if necessary, may be obtained. Deposits may be required for plans and specifications in good order. A certified check, cashier's check, or surety bond for ten percent (10%) of the bid must

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accompany each bid, but will be returned to unsuccessful bidders. The successful bidder must present performance and payment bonds for one hundred percent (100%) of the bid within five (5) working days after notification of the award.

Each sealed bid must be submitted in a sealed envelope, addressed to the District, clearly marked on the outside of the envelope, "Sealed Bid for \_\_\_\_\_." The bids shall be opened publicly and read aloud at the time and place stated in the invitation. Awards shall be made with reasonable promptness to the lowest responsible, qualified vendor, taking into consideration all factors set forth in policy. Price shall not be the sole factor in making the bid award. When out-of-state bidders are not to pay sales/use tax, the amount of such tax shall not be a consideration in determining the low bidder. All proposed contracts for outside professional services in excess of thirty thousand dollars (\$30,000), or any revision of the amount calculated by the State Board of Education and made applicable for the year in which the transaction will occur, may be reviewed by the attorney for the District prior to entering into the contract. The policies relating to outside professional services apply only to services required by law to be placed on bid, and even those policies may be set aside if a state of emergency is declared. If a state of emergency is declared, a memorandum will be issued justifying such a declaration, which will be filed in the District's records.

The use of bidding, contracting, or purchasing specifications that are in any way proprietary to one (1) supplier, distributor, or manufacturer is prohibited unless no other resource is practical for the protection of the public interest.

The Board reserves the right to reject any or all bids and to accept the bid that appears to be in the best interest of the District. The Board reserves the right to waive informalities in any bid or to reject any bid, all bids, or any part of any bid. Any bids may be withdrawn prior to the scheduled time for the opening of the bids. Any bids received after the opening begins shall not be accepted. Opening of bids shall not be delayed to accommodate late bid responses. Submitted bids shall be honored for at least thirty (30) days or as otherwise stated in the invitation. All information relating to a bid shall be retained and made available for public inspection after the bids are awarded, and prospective bidders shall be notified of this in the invitation or specifications relating to the bid call.

~~A "bidder file" shall be maintained, and a "bidder application" may be used for placing names in the file. Reference data will be kept relating to bad experiences with vendors, contractors, etc. If a bidder defaults on either price or performance,~~



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~~the Governing Board shall be notified and, if the Board permits, the bid will be offered to the next lowest bidder who will still accept the order, as far as it is pragmatic to do so. The Board may ask that the county attorney be notified of the initial bidder's failure in order to consider action against that bidder. Written documentation of all such situations noted in this paragraph shall be kept in the defaulting bidder's file.~~

~~For transactions requiring written quotations, at least three (3) shall be obtained, and, if less than three (3) are obtained, an explanation must be provided and approved by the Superintendent. Prospective quoters shall be given a reasonable time following the mailing of the quotation request in which to respond. All requests for written quotations shall be at the direction of the Superintendent. The details of a request for written quotations, including names of all bidders to whom the requests were sent, the dates of mailing, all responses, reasons for selection if other than lowest price, etc., shall be made and retained in the District's records.~~

**Multistep Sealed Bidding**

**The multistep sealed bidding method may be used if the Governing Board determines that:**

- **Available specifications or purchase descriptions are not sufficiently complete to permit full competition without technical evaluations and discussions to ensure mutual understanding between each bidder and the District;**
- **Definite criteria exist for evaluation of technical offers;**
- **More than one (1) technically qualified source is expected to be available; and**
- **A fixed-price contract will be used.**

**The District may hold a conference with bidders before submission or at any time during the evaluation of the unpriced technical offers.**

**The multistep sealed bidding method may not be used for construction contracts.**

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When the multistep sealed bidding method is determined to be advantageous to the District, the procedures set out in R7-2-1036 and 1037 shall be followed.

Competitive Sealed Proposals

If, pursuant to R7-2-1041, the Governing Board determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the District, a contract may be entered into by competitive sealed proposals. The Governing Board may make a class determination that it is either not practicable or not advantageous to the District to procure specified types of materials or services by competitive sealed bidding. The competitive sealed proposal method may not be used for construction contracts. The Governing Board may modify or revoke a class determination at any time.

If competitive sealed bidding is neither practicable or advantageous, competitive sealed proposals may be used if it is necessary to:

- Use a contract other than a fixed-price type.
- Conduct oral or written discussions with offerors concerning technical and price aspects of their proposals;
- Afford offerors an opportunity to revise their proposals;
- Compare the different price, quality, and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

Procedures to be applied subsequent to the issuance of an invitation for bids are to be consistent with the requirements set out in R7-2-1025 through 1032.

Competitive sealed proposals shall be solicited through a request for proposals. The request for proposals shall set forth those factors listed above for competitive sealed bids that are applicable and shall also state.

- The type of services required and a description of the work involved;

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- The type of contract to be used;
- An estimate of the duration the service will be required;
- The cost or pricing data is required;
- That offerors may designate as proprietary portions of the proposals;
- That discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award;
- The minimum information that the proposal shall contain;
- The closing date and time of receipt of proposals; and
- The relative importance of price and other evaluation factors.

Procurement of information systems and telecommunications systems shall include, as criteria in the request for proposal, evaluation factors of the total life cycle cost and application benefits of the information systems or telecommunication systems.

Procurement of earth-moving, material-handling, road maintenance, and construction equipment shall include, as criteria in the request for proposal, evaluation factors of the total life cycle cost including residual value of the earth-moving, material-handling, road maintenance, and construction equipment.

A request for proposals shall be issued at least fourteen (14) days before the closing date and time for receipt of proposals unless a shorter time is determined necessary by the District.

Notice of the request for proposals shall be issued in accordance with R7-2-1022.

Before submission of initial proposals, amendments to requests for proposals shall be made in accordance with R7-2-1026. After submission of proposals, amendments may be made in accordance with R7-2-1036(C).

**REGULATION****REGULATION****Specified Professional Services  
And Construction Services**

When the procurement of construction services or services to be provided by certain professionals are under consideration, designated District personnel shall become fully familiar with and informed on the requirements established in Arizona Revised Statutes Title 34. The assigned District personnel are to seek assistance from qualified consultants, attorneys, and bond counsel as is necessary and applicable to the projects being considered, including, but not limited to determinations of the training, qualifications, experience, fitness, licensure, prior performance, and bonding of potential providers. Procurement activities, including securing the services of persons to assist District personnel as referenced above, shall be in accordance with all relevant requirements prescribed by federal and state law and the rules of federal, state, county, and municipal agencies for the acquisition, performance, and reporting of the services being sought and acquired.

**Procurement of Services by Certain  
Other Classes of Providers**

The purchase of services to be provided by clergy, certified public accountants, physicians, dentists, and legal counsel shall be as specified in R7-2-1061 through R7-2-1068. The procurement of services by an architect, engineer, land surveyor, assayer, geologist, or landscape architect is to be accomplished in compliance with R7-2-1117 and 1118. Procurement procedures related to purchasing services from the professional providers are to conform to R7-2-1119 through 1122.

**Contract Requirements**

Care is to be exercised to assure the District's procurement practices conform to the general contract requirements set out at R7-2-1068 through 1086 and the accompanying conditions described in R7-2-1091 through 1093.

**Preparation of Specifications**

Specifications for goods, services, and construction items are to be prepared in the manner prescribed by rules R7-2-1101 through 1105.

**REGULATION****REGULATION****Construction Procurement Procedures**

**Preparation for inviting bids for construction and the steps to be followed in the construction procurement process shall be guided by and consistent with R7-2-1109 through 1116.**

**Emergency Purchases**

An exception to the above procedures for price competition may be made in the event of an emergency involving the health, safety, or welfare of school personnel or students. In such an emergency, declared by the Superintendent, emergency purchase action may be taken without price competition, if necessary. Even under emergency conditions, price competition should be sought if it will not unacceptably delay the correction of the condition requiring emergency procedures. If emergency purchases are made without price competition, a complete written description of the circumstances **pursuant to A.A.C. R7-2-1057 shall be included in the procurement file and** ~~should be~~ maintained on file in the District office.

**Sole-Source Procurements**

A contract may be awarded for a material, service, or construction item without competition if the Governing Board determines in writing that there is only one (1) source for the required material, service, or construction item. The District may require the submission of cost or pricing data in connection with an award pursuant to A.A.C. R7-2-1053. Sole-source procurement shall be avoided, except when no reasonable alternative source exists. A copy of the written evidence and determination of the basis for the sole-source procurement shall be retained in the procurement file by the District.

The District shall, to the extent practicable, negotiate with the single supplier a contract advantageous to the District.

**Cooperative Purchasing Agreements**

~~Bidding/quoting requirements are waived if purchases or services are obtained through the Arizona State Procurement office, the Mohave Educational Services Cooperative (MESC) or a cooperative for purchasing among public procurement units.~~ **Procurements in accordance with intergovernmental agreements and**

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contracts between the District and other governing bodies as authorized by A.R.S. 15-952 are exempt from competitive bidding requirements under A.R.S. 15-213. Inspection of and payment for materials and services acquired under a cooperative purchasing agreement are the obligation of the District.

**Due Diligence**

The District is responsible for ensuring that all procurements are done in accordance with school district procurement rules, whether the procurement is done independently or through a cooperative purchasing agreement. The District shall develop and follow a clear plan prescribing the purchasing practices to be followed. The plan will describe the elements of internal control and auditing to assure the District's procedures are sufficient to confirm the adequacy of the procurement practices and that the accountability of all personnel engaged in procurement practices is regularly evaluated and corrective measures taken when necessary. The due diligence activities shall include the use of the applicable sections of the Uniform System of Financial Records (USFR) Compliance Questionnaire for school districts when assessing the quality of the procurement procedures and the competence of the person(s) performing the procedures. Day-to-day and periodic formal checks of due diligence performance are to be documented and retained in a procurement file.