# Governing Board Agenda

# WASHINGTON ELEMENTARY SCHOOL DISTRICT GOVERNING BOARD AGENDA FOR

# EXECUTIVE SESSION, REGULAR MEETING, EXECUTIVE SESSION

DATE: Apr

April 10, 2014

TIME:

Executive Session 6:00 p.m. Regular Meeting 7:00 p.m.

Executive Session Following Regular Meeting

PLACE:

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

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

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

#### I. SPECIAL MEETING

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1.	-an	LUI		ann		1 1	411

$\mathbf{R}$	Adoption	of the	Special	Meeting	Agenda
D.	Adobuon	Oi tile	Succiai	Meering	Agenda

Motion	Second	Vote

# II. CALL FOR EXECUTIVE SESSION

Call for Executive Session: Pursuant to A.R.S. §38-431.03 – A.1

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

• A.1 – Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting – specifically regarding the quarterly evaluation of the Superintendent.

Motion Second Vote	
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# III. RECESSING OF SPECIAL MEETING FOR EXECUTIVE SESSION

# IV. EXECUTIVE SESSION – GENERAL FUNCTIONS

- A. Call to Order and Roll Call
- B. Confidentiality Statement

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

### IV. EXECUTIVE SESSION – GENERAL FUNCTIONS (continued)

- C. Discussion under A.R.S. §38-431.03 A.1
  - A.1 Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting specifically regarding the quarterly evaluation of the Superintendent.

# V. RECESSING OF EXECUTIVE SESSION FOR REGULAR MEETING

VI.	REGULAR	MEETING -	GENERAL	I FUNCTION

A.	Call to Order and Roll Call		
В.	Moment of Silence and Meditation		
C.	Pledge of Allegiance		
D.	Adoption of the Regular Meeting Ag	genda	-
	It is recommended that the Governir	ng Board adopt the Regular Mee	ing Agenda.
	Motion	Second	Vote
E.	Approval of the Minutes		
	It is recommended that the Govern Regular Meeting (Governing Boar (Governing Board Vice President, Clorinda Graziano, were not present	d member, Mr. Chris Maza, p Mr. Bill Adams, and Gover	participated telephonically)
	Motion	Second	_ Vote

1-3

F. Current Events and Acknowledgments: Governing Board and Superintendent *Celebrating Our Successes!* Kaylene Ashbridge, Principal at Cactus Wren Elementary School, will share information regarding the school's student achievement gains.

### G. Special Recognition

Special Recognition of Lookout Mountain Elementary School for receiving the Real Estate and Development Award (RED) for the Most Sustainable Project. The Washington Elementary School District, Adolfson & Peterson Construction, Orcutt/Winslow, and H2 Group were honored as the project team members. All award winners are featured within a special awards section of AZRE Magazine, as well as honored at an annual awards ceremony.

# 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.)
- 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.)

# VI. REGULAR MEETING - GENERAL FUNCTION (continued)

	Motion	Second	Vote
<u>CO</u>	NSENT AGENDA		
*A.	The Vice President		s prior to the meeting of the Board. ipment, salaries and services.
*B.	Personnel items in	clude resignations, terminations, employment and position changes.	requests for retirement or leave,
*C.			s is Determined by the Donor) \$600.00 for the benefit of students at
			x in the amount of \$900.00 to be used entury After-School Program at Cholla
		nd donated three commercial aircraft for the benefit of science class stu	t models with an approximate value of dies at Sunnyslope School.
	Diamondbacks tie		Diamondbacks donated 100 Arizona for the benefit of students in the 21 <sup>st</sup> nior High School.
		•	ently used books with an approximate School District to give to students to
		ated 100 Phoenix Suns tickets with Century After-School Program at	a value of \$3,000.00 for the benefit of Mountain View School.
		nine document cameras for the	check in the amount of \$1,251.07 to be benefit of students at Roadrunner
	<u>-</u>	e Church donated a check in the arms in need at Palo Verde Middle Scho	mount of \$1,000.00 to be used for the bol.
	Art (honoring Ari	zona Native American art and cult in the Washington Elementary Sch	pies of the book <u>Arizona</u> : <u>Nations and</u> ure) with a value of \$28,868.70 for all tool District. The book was written by
*D.	1. Megan L. Kistne		elementary School, to attend the SDE 2014, in Las Vegas, NV, at a cost of
*E.	Annual Intergovernr	nental Cooperative Purchase Agre	ements with the Mohave Educational

Services Cooperative (MESC) and Strategic Alliance for Volume Expenditures (SAVE)

VII.	CON	SENT AGENDA (	<u>continuea)</u>				
	*F.	Award of Contract	RFP No. 14.005, Legal Service	es	16-17		
	*G.	Award of Contract	-Bid No. 14.006, Ball Field Lig	hting Maintenance	18-19		
	*H.	Award of Contract	- Bid No. 14.007, Computer Me	emory and Hard Drives	20-21		
	*I.	Arizona Departme	nt of Public Safety Agreement		22-27		
	*J.	Agreement with In Elementary School	<u> </u>	lasses to MAP Center Students at Sahuaro	28-30		
	*K.		sue the 21 <sup>st</sup> Century Community Behalf of the District	Learning Center Grant in the Amount of	31-32		
	*L.	Acceptance of the School Security Hardware Grant in the Amount of \$100,000.00, the Washington Education Grant in the Amount of \$7,646.00 and the Virginia G. Piper Back to School Grant in the Amount of \$40,700.00					
VIII.	<u>AC</u>	TION / DISCUSSI	ON ITEMS				
	A.			at a Resolution Ordering the Sale of School berg, Stifel, Nicolaus & Company)	35-80		
		Motion	Second	Vote			
	В.	2014-2015 KidSp	ace Childcare Fee Structure (Ka	thleen McKeever and Keri Moore)	81-84		
		Motion	Second	Vote			
	C.		te, Philosophy, Long-Range and siden and Michaele Pilsbury)	d Short-Range Goals, and Self-Assessment	85-103		
		Motion	Second	Vote			
IX.		FURE AGENDA I					
	Cal	l for Executive Sess	ion: Pursuant to A.R.S. §38-431.	03 – A.5			
		recommended that		an Executive Session to be held immediately			
		in order to with employ paid in the	consider its position and instru-	designated representative of the public body et its representatives regarding negotiations salaries, salary schedule, or compensation aployees of the public body – specifically in (IBN) process			
		Motion	Second	Vote			

# XII. EXECUTIVE SESSION – GENERAL FUNCTION

- A. Call to Order and Roll Call
- B. Confidentiality Statement

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

- C. Discussion under A.R.S. §38-431.03 A.5
  - A.5 Discussions or consultations with the designated representative of the public body in order to consider its position and instruct its representatives regarding negotiations with employee organizations regarding the salaries, salary schedule, or compensation paid in the form of fringe benefits of employees of the public body specifically regarding the 2014 Interest-based Negotiation (IBN) process.

#### XIII. RECONVENING OF REGULAR MEETING

XIV.	AD	IOL	RNN	<b>IENT</b>
ALV.		$\sigma \mathbf{v} \mathbf{v}$	ALLII	

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

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

- (\*) Items marked with an asterisk (\*) are designated as Consent Agenda Items. This implies that the items will be considered without discussion. Consent Agenda items may be removed for discussion and debate by any member of the Governing Board by notifying the Board President or the Superintendent twenty-four (24) hours before regular Board meeting or by a majority of the Governing Board members present at the Board Meeting.
- (\*\*) Members of the public who wish to address the Board during Public Participation or on an item which is on the agenda may be granted permission to do so by completing a PUBLIC PARTICIPATION SPEAKER COMMENT form and giving it to the Board's Secretary PRIOR TO THE BEGINNING OF THE MEETING. Those who have asked to speak will be called upon to address the Board at the appropriate time. If interpreter services are needed, please contact Angela Perrone at 602-347-2609 at least 24 hours prior to the scheduled Board Meeting in order to allow sufficient time to arrange for an interpreter to be available.
- (\*\*) During open session, the Board shall not hear personal complaints against school personnel or any other person connected with the District. Policy KE is provided by the Board for disposition of legitimate complaints including those involving individuals.
- (\*\*) The Board may listen but cannot enter into discussion on any item not on the agenda. Depending upon the number of requests to speak to the Board, time limitations may be imposed in order to facilitate accomplishing the business of the District in a timely manner.

#### GOVERNING BOARD MINUTES: REGULAR MEETING

2013-2014

March 13, 2014

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

Mrs. Lambert called the meeting to order at 7:00 p.m. Governing Board members constituting a quorum were present: Mrs. Tee Lambert and Mr. Aaron Jahneke. Mr. Chris Maza participated telephonically. Mr. Bill Adams and Ms. Clorinda Graziano were not in attendance.

#### B. Moment of Silence and Meditation

Mrs. Lambert called for a moment of silence and meditation.

### C. Pledge of Allegiance

Mrs. Lambert led the Pledge of Allegiance.

### D. Adoption of the Regular Meeting Agenda

**UNANIMOUS** 

At the discretion of the Chair, the following agenda items were tabled: II.F., II.G., II.H., III.A.

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

### E. Approval of the Minutes

**UNANIMOUS** 

A motion was made by Mr. Jahneke that the Governing Board approve the Minutes of the February 27, 2014 Regular Meeting. The motion was seconded by Mr. Maza. The motion carried.

# F. Current Events and Acknowledgments: Governing Board and Superintendent Mrs. Lambert tabled the Current Events and Acknowledgments.

#### G. Special Recognition

Mrs. Lambert tabled the Special Recognition.

# H. Public Participation

Mrs. Lambert tabled the Public Participation.

# 1. Approval of the Consent Agenda

**UNANIMOUS** 

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

# II. CONSENT AGENDA

# \*A. Approval/Ratification of Vouchers

UNANIMOUS

Approved and ratified the vouchers as presented.

\*B. Personnel Items
Approved the personnel items as presented.

**UNANIMOUS** 

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

UNANIMOUS

Approved the public gifts and donations as presented.

- 1. Albertson's donated a check in the amount of \$1,000.00 to be used for the benefit of students and staff at Richard E. Miller Elementary School.
- 2. Albertson's donated a check in the amount of \$1,000.00 to be used for the benefit of students and staff at Royal Palm Middle School.
- 3. Desert View Block Watch donated a check in the amount of \$350.00 to be used to purchase paper and pencil supplies for the benefit of students at Desert View Elementary School.
- 4. Lookout Mountain Parent Teacher Organization donated a check in the amount of \$14,692.36 to be used to purchase document cameras/projectors, cabling, and installation for the benefit of students at Lookout Mountain Elementary School.

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

UNANIMOUS

- 1. Debbie Gasiorek, Nutrition Services Supervisor, to attend the 2014 National Leadership Conference School Nutrition Association, April 9-12, 2014, in St. Louis, MO, at no cost to the District.
- 2. Robyn Getz and Jennifer Lindsay, Kindergarten teachers at Northwest Christian School, to attend the Orton-Gillingham Phonics Training, April 6-11, 2014, in Anaheim, CA, at a cost of \$3,703.00 (Title II funding that is available to private schools).
- 3. Dr. Susan Jane Cook, Superintendent, Dr. Linda Jean Bailey, Assistant Superintendent, Janet A. Sullivan, Assistant Superintendent, Justin Peter Wing, Director of Human Resources, and Dr. Janet Kinahan Altersitz, Administrator of Professional Development, to attend the Unviersity of Virginia Turnaround Program Cohort 11 District Boot Camp, March 18-22, 2014, in Charlottesville, VA, at no cost to the District.
- \*E. Award of Contract RFP No. 13.007, Financial and Compliance Audit Services

UNANIMOUS

\*F. E-rate Funds

UNANIMOUS

### III. ACTION / DISCUSSION ITEM

A. Head Start Update, Philosophy, Long-Range and Short-Range Goals, and Self-Assessment Plan

Mrs. Lambert tabled the Action / Discussion item – Head Start Update, Philosophy, Long-Range and Short-Range Goals, and Self-Assessment Plan.

### V. FUTURE AGENDA ITEMS

There were no future agenda items.

### VI. ADJOURNMENT

**UNANIMOUS** 

A motion was made by Mr. Jahneke to adjourn the meeting at 7:05 p.m. The motion was seconded by Mr. Maza. The motion carried.

# SIGNING OF DOCUMENTS

Documents were signed as tendered by the Governing Board Secretary					
BOARD SECRETARY	DATE				
BOARD OFFICIAL	DATE				

TO:	Governing Board		X	_			ion
FROM:	Dr. Susan J. Cook, Superintendent			-	Disc Infor	mat	ion
DATE:	April 10, 2014			-	1st R	.eac	mg
AGENDA ITEM:	*Approval/Ratification of Vouchers						
INITIATED BY:	Elizabeth Martinez, Accounting Manager	SUBMITTED BY:	David Velazquez, I Finance	)ire	ctor	of	
PRESENTER AT GOV	Cathy Thompson, Di	rector of Business Se	rvi	ces			
GOVERNING BOARD	TORY CITATION:	BBA, DK aı §15-321	1d 2	A.R.:	3.		
SUPPORTING DATA	<u>.</u>		Funding Source Budgeted: Ye		Vari	ous	
payment of salaries, ma	ne Board reviews all vouchers prior to terials, equipment, and services. Doc t located at the District Administrative	umentation for warrant					
APPROVE/RATIFY I	FY13/14 PAYROLL VOUCHERS (	warrants for services a	nd materials, payroll	ex	penso	<u> :):</u>	
	03/07/14	2,867,374.97					
	03/21/14	2,883,329.25					
	Totals:	5,750,704.22					
APPROVE/RATIFY I	FY 13/14 EXPENSE VOUCHERS (	warrants for services a	nd materials, payroll	ex	pens:	<u>e):</u>	
	03/03/14	27,027.00					
	03/05/14	956,578.26					
	03/07/14	662.18					
	03/12/14	4,980,490.58					
	03/19/14	1,440,678.47	•				
	03/26/14	4,335,538.39					
	Totals:	11,740,974.88					
SUMMARY AND RI	<u>ECOMMENDATION</u>		- ·	Mo	Aye Second	Nay	Abs
T4 3m 2 4 . 3 .4	4 4h - Ci D1		Board	Motion	ond	•	Abstain
expense vouchers as p	at the Governing Board approve and resented.	ranty the payron and	Action				

Superintendent her J Crade

Adams
Graziano
Jahneke
Lambert
Maza

TO:	Governing Board		X	Action Discussion
FROM: DATE:	Dr. Susan J. Cook, Superintendent April 10, 2014		Printed Printed and second second second	Information 1st Reading
AGENDA ITEM:	*Personnel Items	10-41-7		
INITIATED BY:	Justin Wing, Director of Human Resources	SUBMITTED BY:	Justin Wing, Direc Human Resources	
PRESENTER AT GOV	ERNING BOARD MEETING:	Justin Wing, Director	of Human Resource	es .
GOVERNING BOARD	POLICY REFERENCE OR STATUT	ORY CITATION:	BBA	
SUPPORTING DATA			Funding Source: Budgeted: Yes	Various

# SUMMARY AND RECOMMENDATION

The attached personnel actions are presented for approval.

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					

# PERSONNEL ACTION RECOMMENDED April 10, 2014

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

A. ADMINIST	RATIVE					
LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
B. CERTIFIED LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Beckis McNair	Amy	Teacher-Language Arts	Arroyo	Resignation	1	5/29/2014
Benson	Cheryl	Teacher-5th Grade	Cactus Wren	Leave of Absence for FY 14/15		7/1/2014
Beyda	Jack	Teacher-Math	Cholla	Resignation	13	5/29/2014
Blair	Susan	Teacher-2nd Grade	Cactus Wren	Resignation	7	5/29/2014
Brass	JoAnn	Program Coach	Royal Palm	Retirement- SmartSchools	32	5/29/2014
Calhoun	Aja	Teacher-LD	Moon Mt./Ironwood	Resignation	2	5/29/2014
Chamberlain	Christina	Teacher-Preschool	Washington	Resignation	7	5/29/2014
Combe	Jennifer	Program Coach	Sunnyslope	Leave of Absence for FY 14/15	,	7/1/2014
Dickson	Kalli	Teacher-4th Grade	Manzanita	Resignation	0.5	5/29/2014
Eike	Alice	Teacher-Art	Ironwood	Retirement	6	5/29/2014
Essert	Kathi	Teacher-PE	Moon Mountain	Resignation	0.4	5/29/2014
Evans	Janice	Teacher-PE	Richard Miller	Resignation	0.5	5/29/2014
Fore	Sarah	Teacher-CCSC	Moon Mountain	Resignation	2	5/29/2014
Gordon	Christina	Teacher-Language Arts	Palo Verde	Resignation	2	5/29/2014
Herrera	Sheri	Teacher-CCSC	Royal Palm	Resignation	1	5/29/2014
Jetton	Rachel	Teacher	Ironwood	Leave of Absence for FY 14/15		7/1/2014
Kapler	Kaitlin	Teacher-4th Grade	Manzanita	Resignation	1	5/29/2014
Kerlin	Margaret	Teacher-6th Grade	Abraham Lincoln	Retirement	12	5/29/2014
Laugen	Stefanie	Teacher	Mountain Sky	Resignation from Leave of Absence	6	5/29/2014
Mason	Patricia	Teacehr-3rd Grade	Abraham Lincoln	Retirement- SmartSchools	10	5/29/2014
McGowan	Michelle	Teacher	Tumbleweed	Leave of Absence for FY 14/15		7/1/2014
McLean	Lynn	Teacher-3rd Grade	Lookout Mountain	Leave of Absence for FY 14/15		7/1/2014
Monterroza	Alexandria	Teacher-6th Grade	Arroyo	Resignation	3	5/29/2014
Morgan	Daniele	Teacher	Manzanita	Leave of Absence for FY 14/15		7/1/2014
Norris	AnnaMarie	Teacher-Kindergarten	Chaparral	Resignation	18	5/29/2014
North	Gina	Program Coach	Acacia	Resignation from Leave of Absence	11	6/30/2014
Rexall-Scott	Ted	Teacher-Gifted	Richard Miller	Resignation	3	5/29/2014
Rufkahr	Amy	Teacher-Social Studies/Reading	Arroyo	Resignation	2	5/29/2014
Sanchez	Caitlin	Teacher-3rd Grade	Richard Miller	Resignation	2	5/29/2014
Sarmiento	Ashley	Teacher-Language Arts	Mountain Sky	Leave of Absence for FY 14/15		7/1/2014
Skillman	Karli	Teacher-LD	Cholla	Resignation	1.5	5/29/2014
Song	JuYoung	Teacher-1st Grade	Roadrunner	Resignation from Leave of Absence	4	6/30/2014
Steward	Jennifer	Teacher-Read 180	Orangewood	Leave of Absence for FY 14/15		7/1/2014

# PERSONNEL ACTION RECOMMENDED April 10, 2014

B. CERTIFIED	Coontinue	1)				
LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF	EFFECTIVE
LAST NAME	FIRSI	FOSITION	LOCATION	ACHON	SERVICE	DATE
Tudi	Phyllis	Teacher-Art	Moon Mountain	Retirement- SmartSchools	30	5/29/2014
Williamson	Carol	Teacher-Language Arts	Palo Verde	Resignation	1	5/29/2014
Wood	Suann	Teacher-4th Grade	Ironwood	Resignation from	15	6/30/2014
11 000	Suam	reaction viti Grade	II.OM WOOD	Leave of Absence	10	0,50,1,011
C. FULL-TIM	E CLASSII	FIED				
LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Campos	Felipe	Custodian	Desert Foothills	Resignation	7	3/25/2014
Finn	Tracy	Custodian	Chaparral	Resignation	2 mo.	3/6/2014
Heath	Justin	Night Custodian	Mountain Sky	Resignation	1	4/11/2014
Kenneavy	Janet	Office Technician	Washington	Retirement	10	6/10/2014
Kuhns	Walter	Bus Driver	Transportation	Resignation	6	3/12/2014
Mahan	Shane	Health Technician	Sunset	Resignation	6	4/7/2014
Mariscal	Carla	Assistant Buyer	Purchasing	Resignation	11	4/25/2014
Ramos	Azucena	Night Custodian	Mountain View	Resignation	9	3/24/2014
Randall	Pamela	Field Trip Coordinator	Transportation	Retirement	29	6/30/2014
Rivera	Christine	Office Manager	Ironwood	Resignation	5.5	3/7/2014
Sandoval Velasquez		Roving Night Custodian	Maintenance	Termination	2 mo.	3/7/2014
Tarrant	Maureen	Food Service Manager	Chaparral	Retirement	31	6/30/2014
Walker	Edward	Maintenance Supervisor	Maintenance	Retirement	30	6/30/2014
Wolfe	Raymond	Field Technician	MIS	Resignation	3	3/26/2014
WOILE	Raymond	Tield reciniteian	MIS	Resignation	,	3/20/2014
D. PART-TIMI	E CLASSII	TIED				
LAST NAME	FIRST	POSITION	TOCATION	A CYPERCORT	TOUGHT AND OUT	מארות ארוורואי אייש מאויראריואי מאר
AND MAD IN TAXABLE	ETWOT	LOSITION	LOCATION	ACTION	YEARS OF	EFFECTIVE
EJZKIJ Z TVZKIVEKI	FIRSI	FOSITION	LOCATION	ACTION	SERVICE	DATE
Acosta	Maria	Food Service Helper	Mountain View	Resignation		
					SERVICE	DATE
Acosta	Maria	Food Service Helper	Mountain View	Resignation	SERVICE 8.5	<b>DATE</b> 3/13/2014
Acosta Al Jaberi	Maria Hawra	Food Service Helper Special Ed. Asst.	Mountain View Sweetwater	Resignation Resignation	8.5 1.5	<b>DATE</b> 3/13/2014 3/24/2014
Acosta Al Jaberi Baker	Maria Hawra Sandra	Food Service Helper Special Ed. Asst. Food Service Helper	Mountain View Sweetwater Food Service	Resignation Resignation Retirement	8.5 1.5 12	<b>DATE</b> 3/13/2014 3/24/2014 5/29/2014
Acosta Al Jaberi Baker Bieger	Maria Hawra Sandra Thomas	Food Service Helper Special Ed. Asst. Food Service Helper Crossing Guard	Mountain View Sweetwater Food Service Tumbleweed	Resignation Resignation Retirement Resignation	8.5 1.5 12 2mo.	3/13/2014 3/24/2014 5/29/2014 3/14/2014
Acosta Al Jaberi Baker Bieger Bishop	Maria Hawra Sandra Thomas Katalin	Food Service Helper Special Ed. Asst. Food Service Helper Crossing Guard Paraprofessional HeadStart Support Instructor Office Tech/Computer	Mountain View Sweetwater Food Service Tumbleweed John Jacobs Sunnyslope	Resignation Resignation Retirement Resignation Resignation	8.5 1.5 12 2mo. 1.5	DATE 3/13/2014 3/24/2014 5/29/2014 3/14/2014 3/28/2014
Acosta Al Jaberi Baker Bieger Bishop Bobìan	Maria Hawra Sandra Thomas Katalin Roxanne	Food Service Helper Special Ed. Asst. Food Service Helper Crossing Guard Paraprofessional HeadStart Support Instructor	Mountain View Sweetwater Food Service Tumbleweed John Jacobs Sunnyslope	Resignation Resignation Retirement Resignation Resignation Resignation	8.5 1.5 12 2mo. 1.5 6 mo.	3/13/2014 3/24/2014 5/29/2014 3/14/2014 3/28/2014 2/12/2014
Acosta Al Jaberi Baker Bieger Bishop Bobian Botz	Maria Hawra Sandra Thomas Katalin Roxanne Kathy	Food Service Helper Special Ed. Asst. Food Service Helper Crossing Guard Paraprofessional HeadStart Support Instructor Office Tech/Computer Assistant	Mountain View Sweetwater Food Service Tumbleweed John Jacobs Sunnyslope	Resignation Resignation Retirement Resignation Resignation Resignation Resignation	8.5 1.5 12 2mo. 1.5 6 mo.	DATE 3/13/2014 3/24/2014 5/29/2014 3/14/2014 3/28/2014 2/12/2014 6/10/2014
Acosta Al Jaberi Baker Bieger Bishop Bobian Botz Diamond-	Maria Hawra Sandra Thomas Katalin Roxanne Kathy	Food Service Helper Special Ed. Asst. Food Service Helper Crossing Guard Paraprofessional HeadStart Support Instructor Office Tech/Computer Assistant	Mountain View Sweetwater Food Service Tumbleweed John Jacobs Sunnyslope	Resignation Resignation Retirement Resignation Resignation Resignation Resignation	8.5 1.5 12 2mo. 1.5 6 mo.	DATE 3/13/2014 3/24/2014 5/29/2014 3/14/2014 3/28/2014 2/12/2014 6/10/2014
Acosta Al Jaberi Baker Bieger Bishop Bobian Botz Diamond- Buquicchio	Maria Hawra Sandra Thomas Katalin Roxanne Kathy	Food Service Helper Special Ed. Asst. Food Service Helper Crossing Guard Paraprofessional HeadStart Support Instructor Office Tech/Computer Assistant Paraprofessional	Mountain View Sweetwater Food Service Tumbleweed John Jacobs Sunnyslope Sunburst Washington Orangewood	Resignation Resignation Retirement Resignation Resignation Resignation Resignation Retirement  Retirement  Leave of Absence for FY 14/15	8.5 1.5 12 2mo. 1.5 6 mo.	3/13/2014 3/24/2014 5/29/2014 3/14/2014 3/28/2014 2/12/2014 6/10/2014 5/28/2014
Acosta Al Jaberi Baker Bieger Bishop Bobian  Botz  Diamond- Buquicchio Davis	Maria Hawra Sandra Thomas Katalin Roxanne Kathy Lillian Kathy	Food Service Helper Special Ed. Asst. Food Service Helper Crossing Guard Paraprofessional HeadStart Support Instructor Office Tech/Computer Assistant Paraprofessional Food Service Clerk	Mountain View Sweetwater Food Service Tumbleweed John Jacobs Sunnyslope Sunburst Washington Orangewood Orangewood	Resignation Resignation Retirement Resignation Resignation Resignation Resignation Retirement  Retirement  Leave of Absence for FY 14/15 Resignation	8.5 1.5 12 2mo. 1.5 6 mo. 21 14	3/13/2014 3/24/2014 5/29/2014 3/14/2014 3/28/2014 2/12/2014 6/10/2014 5/28/2014 7/1/2014
Acosta Al Jaberi Baker Bieger Bishop Bobian  Botz  Diamond- Buquicchio Davis  Dossie	Maria Hawra Sandra Thomas Katalin Roxanne Kathy Lillian Kathy Alice	Food Service Helper Special Ed. Asst. Food Service Helper Crossing Guard Paraprofessional HeadStart Support Instructor Office Tech/Computer Assistant Paraprofessional Food Service Clerk Food Service Helper Paraprofessional	Mountain View Sweetwater Food Service Tumbleweed John Jacobs Sunnyslope Sunburst Washington Orangewood Orangewood Moon Mountain	Resignation Resignation Retirement Resignation Resignation Resignation Resignation Retirement  Retirement  Leave of Absence for FY 14/15	8.5 1.5 12 2mo. 1.5 6 mo.	3/13/2014 3/24/2014 5/29/2014 3/14/2014 3/28/2014 2/12/2014 6/10/2014 5/28/2014 7/1/2014
Acosta Al Jaberi Baker Bieger Bishop Bobian  Botz  Diamond- Buquicchio Davis  Dossie Esparza Navarrette	Maria Hawra Sandra Thomas Katalin Roxanne Kathy Lillian Kathy Alice Hector	Food Service Helper Special Ed. Asst. Food Service Helper Crossing Guard Paraprofessional HeadStart Support Instructor Office Tech/Computer Assistant Paraprofessional Food Service Clerk	Mountain View Sweetwater Food Service Tumbleweed John Jacobs Sunnyslope Sunburst Washington Orangewood Orangewood	Resignation Resignation Retirement Resignation Resignation Resignation Resignation Retirement  Leave of Absence for FY 14/15 Resignation Resignation	8.5 1.5 12 2mo. 1.5 6 mo. 21 14	3/13/2014 3/24/2014 5/29/2014 3/14/2014 3/28/2014 2/12/2014 6/10/2014 5/28/2014 7/1/2014 3/14/2014 3/7/2014
Acosta Al Jaberi Baker Bieger Bishop Bobian  Botz  Diamond- Buquicchio Davis  Dossie Esparza Navarrette Gonzalez	Maria Hawra Sandra Thomas Katalin Roxanne Kathy Lillian Kathy Alice Hector Gabriela	Food Service Helper Special Ed. Asst. Food Service Helper Crossing Guard Paraprofessional HeadStart Support Instructor Office Tech/Computer Assistant Paraprofessional Food Service Clerk Food Service Helper Paraprofessional Food Service Helper	Mountain View Sweetwater Food Service Tumbleweed John Jacobs Sunnyslope Sunburst Washington Orangewood Orangewood Moon Mountain Maryland	Resignation Resignation Retirement Resignation Resignation Resignation Resignation Retirement  Retirement  Leave of Absence for FY 14/15 Resignation Resignation Resignation Resignation from Leave of Absence	8.5 1.5 12 2mo. 1.5 6 mo. 21 14	3/13/2014 3/24/2014 5/29/2014 3/14/2014 3/28/2014 2/12/2014 6/10/2014 5/28/2014 7/1/2014 3/14/2014 3/7/2014
Acosta Al Jaberi Baker Bieger Bishop Bobian  Botz  Diamond- Buquicchio Davis  Dossie Esparza Navarrette	Maria Hawra Sandra Thomas Katalin Roxanne Kathy Lillian Kathy Alice Hector	Food Service Helper Special Ed. Asst. Food Service Helper Crossing Guard Paraprofessional HeadStart Support Instructor Office Tech/Computer Assistant Paraprofessional Food Service Clerk Food Service Helper Paraprofessional	Mountain View Sweetwater Food Service Tumbleweed John Jacobs Sunnyslope Sunburst Washington Orangewood Orangewood Moon Mountain	Resignation Resignation Retirement Resignation Resignation Resignation Resignation Retirement Retirement Leave of Absence for FY 14/15 Resignation Resignation Resignation Resignation from Leave of Absence Resignation Leave of Absence	8.5 1.5 12 2mo. 1.5 6 mo. 21 14	3/13/2014 3/24/2014 5/29/2014 3/14/2014 3/28/2014 2/12/2014 6/10/2014 5/28/2014 7/1/2014 3/14/2014 3/7/2014 3/6/2014
Acosta Al Jaberi Baker Bieger Bishop Bobian  Botz  Diamond- Buquicchio Davis  Dossie Esparza Navarrette Gonzalez  Gotchy Hernandez	Maria Hawra Sandra Thomas Katalin Roxanne Kathy Lillian Kathy Alice Hector Gabriela Mary Catherine	Food Service Helper Special Ed. Asst. Food Service Helper Crossing Guard Paraprofessional HeadStart Support Instructor Office Tech/Computer Assistant Paraprofessional Food Service Clerk Food Service Helper Paraprofessional Food Service Helper Paraprofessional Monitor	Mountain View Sweetwater Food Service Tumbleweed John Jacobs Sunnyslope Sunburst Washington Orangewood Orangewood Moon Mountain Maryland Arroyo Mountain View	Resignation Resignation Retirement Resignation Resignation Resignation Resignation Retirement  Retirement  Leave of Absence for FY 14/15 Resignation Resignation Resignation from Leave of Absence Resignation Leave of Absence Resignation Leave of Absence for FY 14/15	8.5 1.5 12 2mo. 1.5 6 mo. 21 14	3/13/2014 3/24/2014 5/29/2014 3/14/2014 3/28/2014 2/12/2014 6/10/2014 5/28/2014 7/1/2014 3/14/2014 3/7/2014 3/6/2014 5/28/2014 7/1/2014
Acosta Al Jaberi Baker Bieger Bishop Bobian  Botz  Diamond- Buquicchio Davis  Dossie Esparza Navarrette Gonzalez  Gotchy Hernandez  Kroll	Maria Hawra Sandra Thomas Katalin Roxanne Kathy Lillian Kathy Alice Hector Gabriela Mary Catherine Anna	Food Service Helper Special Ed. Asst. Food Service Helper Crossing Guard Paraprofessional HeadStart Support Instructor Office Tech/Computer Assistant Paraprofessional Food Service Clerk Food Service Helper Paraprofessional Food Service Helper Paraprofessional Monitor Paraprofessional	Mountain View Sweetwater Food Service Tumbleweed John Jacobs Sunnyslope Sunburst Washington Orangewood Orangewood Moon Mountain Maryland Arroyo Mountain View Moon Mountain	Resignation Resignation Retirement Resignation Resignation Resignation Resignation Retirement Retirement Leave of Absence for FY 14/15 Resignation Resignation Resignation Resignation Leave of Absence Resignation Leave of Absence for FY 14/15 Resignation	8.5 1.5 12 2mo. 1.5 6 mo. 21 14  13 2 mo. 13 2	3/13/2014 3/24/2014 5/29/2014 3/14/2014 3/28/2014 2/12/2014 6/10/2014 5/28/2014 7/1/2014 3/14/2014 3/7/2014 3/6/2014 5/28/2014 5/28/2014
Acosta Al Jaberi Baker Bieger Bishop Bobian  Botz  Diamond- Buquicchio Davis  Dossie Esparza Navarrette Gonzalez  Gotchy Hernandez  Kroll May	Maria Hawra Sandra Thomas Katalin Roxanne Kathy Lillian Kathy Alice Hector Gabriela Mary Catherine Anna Terri	Food Service Helper Special Ed. Asst. Food Service Helper Crossing Guard Paraprofessional HeadStart Support Instructor Office Tech/Computer Assistant Paraprofessional Food Service Clerk Food Service Helper Paraprofessional Food Service Helper Paraprofessional Food Service Helper Paraprofessional Food Service Helper	Mountain View Sweetwater Food Service Tumbleweed John Jacobs Sunnyslope Sunburst Washington Orangewood Orangewood Moon Mountain Maryland Arroyo Mountain View Moon Mountain Sunburst	Resignation Resignation Resignation Resignation Resignation Resignation Resignation Retirement Retirement Leave of Absence for FY 14/15 Resignation Resignation Resignation Leave of Absence Resignation Leave of Absence Resignation Leave of Absence Resignation Resignation Resignation Resignation Resignation Resignation	8.5 1.5 12 2mo. 1.5 6 mo. 21 14  13 2 mo. 13 2 2 21 2	3/13/2014 3/24/2014 5/29/2014 3/14/2014 3/28/2014 2/12/2014 6/10/2014 5/28/2014 7/1/2014 3/14/2014 3/6/2014 5/28/2014 5/28/2014 5/28/2014 5/28/2014 3/14/2014
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Acosta Al Jaberi Baker Bieger Bishop Bobian  Botz  Diamond- Buquicchio Davis  Dossie Esparza Navarrette Gonzalez  Gotchy Hernandez  Kroll May McClung Murphy	Maria Hawra Sandra Thomas Katalin Roxanne  Kathy Lillian  Kathy  Alice Hector Gabriela  Mary Catherine  Anna Terri Danielle Dorothy	Food Service Helper Special Ed. Asst. Food Service Helper Crossing Guard Paraprofessional HeadStart Support Instructor Office Tech/Computer Assistant Paraprofessional Food Service Clerk Food Service Helper Paraprofessional Food Service Helper Paraprofessional Food Service Helper Paraprofessional Teacher Assistant Special Ed. Asst. Paraprofessional	Mountain View Sweetwater Food Service Tumbleweed John Jacobs Sunnyslope Sunburst Washington Orangewood Orangewood Moon Mountain Maryland Arroyo Mountain View Moon Mountain Sunburst Sweetwater Mountain View	Resignation Resignation Retirement Resignation Resignation Resignation Resignation Retirement Retirement Leave of Absence for FY 14/15 Resignation Resignation Resignation Leave of Absence Resignation Leave of Absence for FY 14/15 Resignation Retirement	8.5 1.5 1.2 2mo. 1.5 6 mo.  21 14  13 2 mo. 13 2 2  21 2 1.5 16	3/13/2014 3/24/2014 5/29/2014 3/14/2014 3/28/2014 2/12/2014 6/10/2014 5/28/2014 7/1/2014 3/14/2014 3/6/2014 5/28/2014 5/28/2014 5/28/2014 3/14/2014 3/14/2014 3/14/2014 3/7/2014
Acosta Al Jaberi Baker Bieger Bishop Bobian  Botz  Diamond- Buquicchio Davis  Dossie Esparza Navarrette Gonzalez  Gotchy Hernandez  Kroll May McClung Murphy O'Neil	Maria Hawra Sandra Thomas Katalin Roxanne  Kathy Lillian  Kathy Alice Hector Gabriela  Mary Catherine  Anna Terri Danielle Dorothy Ashley	Food Service Helper Special Ed. Asst. Food Service Helper Crossing Guard Paraprofessional HeadStart Support Instructor Office Tech/Computer Assistant Paraprofessional Food Service Clerk Food Service Helper Paraprofessional Food Service Helper Paraprofessional Food Service Helper Paraprofessional Food Service Helper Paraprofessional Monitor Paraprofessional Teacher Assistant Special Ed. Asst. Paraprofessional KidSpace Assistant	Mountain View Sweetwater Food Service Tumbleweed John Jacobs Sunnyslope Sunburst Washington Orangewood Orangewood Moon Mountain Maryland Arroyo Mountain View Moon Mountain Sunburst Sweetwater Mountain View Orangewood	Resignation Resignation Resignation Resignation Resignation Resignation Resignation Resignation Retirement  Retirement  Leave of Absence for FY 14/15 Resignation Resignation Leave of Absence Resignation Leave of Absence for FY 14/15 Resignation	8.5 1.5 12 2mo. 1.5 6 mo.  21 14  13 2 mo. 13 2  21 2 1.5 16 4 mo.	3/13/2014 3/24/2014 5/29/2014 3/14/2014 3/28/2014 2/12/2014 6/10/2014 5/28/2014 7/1/2014 3/14/2014 3/6/2014 5/28/2014 5/28/2014 3/14/2014 3/7/2014 5/28/2014 3/7/2014 3/7/2014 3/7/2014 3/7/2014
Acosta Al Jaberi Baker Bieger Bishop Bobian  Botz  Diamond- Buquicchio Davis  Dossie Esparza Navarrette Gonzalez  Gotchy Hernandez  Kroll May McClung Murphy O'Neil Rendon	Maria Hawra Sandra Thomas Katalin Roxanne  Kathy Lillian  Kathy Alice Hector Gabriela  Mary Catherine  Anna Terri Danielle Dorothy Ashley Herminia	Food Service Helper Special Ed. Asst. Food Service Helper Crossing Guard Paraprofessional HeadStart Support Instructor Office Tech/Computer Assistant Paraprofessional Food Service Clerk Food Service Helper Paraprofessional Food Service Helper Paraprofessional Food Service Helper Paraprofessional Teacher Assistant Special Ed. Asst. Paraprofessional KidSpace Assistant Food Service Helper	Mountain View Sweetwater Food Service Tumbleweed John Jacobs Sunnyslope Sunburst Washington Orangewood Orangewood Moon Mountain Maryland Arroyo Mountain View Moon Mountain Sunburst Sweetwater Mountain View Orangewood Moon Mountain	Resignation Resignation Retirement Resignation Resignation Resignation Resignation Retirement  Retirement  Leave of Absence for FY 14/15 Resignation Resignation Resignation from Leave of Absence Resignation Leave of Absence for FY 14/15 Resignation	8.5 1.5 12 2mo. 1.5 6 mo.  21 14  13 2 mo. 13 2 1.5 16 4 mo. 3 mo.	3/13/2014 3/24/2014 5/29/2014 3/14/2014 3/28/2014 2/12/2014 6/10/2014 5/28/2014 7/1/2014 3/14/2014 3/6/2014 5/28/2014 5/28/2014 3/14/2014 3/14/2014 3/14/2014 3/14/2014 3/14/2014 3/14/2014
Acosta Al Jaberi Baker Bieger Bishop Bobian  Botz  Diamond- Buquicchio Davis  Dossie Esparza Navarrette Gonzalez  Gotchy Hernandez  Kroll May McClung Murphy O'Neil	Maria Hawra Sandra Thomas Katalin Roxanne  Kathy Lillian  Kathy Alice Hector Gabriela  Mary Catherine  Anna Terri Danielle Dorothy Ashley	Food Service Helper Special Ed. Asst. Food Service Helper Crossing Guard Paraprofessional HeadStart Support Instructor Office Tech/Computer Assistant Paraprofessional Food Service Clerk Food Service Helper Paraprofessional Food Service Helper Paraprofessional Food Service Helper Paraprofessional Food Service Helper Paraprofessional Monitor Paraprofessional Teacher Assistant Special Ed. Asst. Paraprofessional KidSpace Assistant	Mountain View Sweetwater Food Service Tumbleweed John Jacobs Sunnyslope Sunburst Washington Orangewood Orangewood Moon Mountain Maryland Arroyo Mountain View Moon Mountain Sunburst Sweetwater Mountain View Orangewood	Resignation Resignation Resignation Resignation Resignation Resignation Resignation Resignation Retirement  Retirement  Leave of Absence for FY 14/15 Resignation Resignation Leave of Absence Resignation Leave of Absence for FY 14/15 Resignation	8.5 1.5 12 2mo. 1.5 6 mo.  21 14  13 2 mo. 13 2  21 2 1.5 16 4 mo.	3/13/2014 3/24/2014 5/29/2014 3/14/2014 3/28/2014 2/12/2014 6/10/2014 5/28/2014 7/1/2014 3/14/2014 3/6/2014 5/28/2014 5/28/2014 3/14/2014 3/7/2014 5/28/2014 3/7/2014 3/7/2014 3/7/2014 3/7/2014

# PERSONNEL ACTION RECOMMENDED April 10, 2014

D. PART-TIM	E CLASSIF	IED (continued)				
LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF	EFFECTIVE
					SERVICE	DATE
Steussy	Mary	Paraprofessional	Roadrunner	Resignation	2 mo.	3/14/2014
Valenzuela-Lugo	Brenda	Food Service Clerk	Cactus Wren	Resignation	2	4/4/2014
Vinsick	Stacy	Food Service Helper	Lakeview	Resignation	1.5 mo.	3/28/2014
Wayman	Austin	Paraprofessional	Washington	Resignation	1.5	3/28/2014
Whitaker	Susan	Paraprofessional	Arroyo	Retirement	22	5/28/2014
Wilson	Lori	Monitor	Acacia	Resignation	2	3/14/2014
YO K # WANK   CAN 78 # EES N	TIES					
. EMPLOYMEN	<u>v 1</u>					
A. ADMINIST	RATIVE					
LAST NAME	FIRST	POSITION	(E)XISTING OR	LOCATION		
			(N)EW			
Smith	Susan	Principal	E	Desert Foothills		
<del></del>		<del>-</del>	_			
B. CERTIFIEI	)					
LAST NAME	FIRST	POSITION	(E)XISTING OR	LOCATION		
			(N)EW			
Casto	Crystal	Teacher-1st Grade	N	Alta Vista	Balance of	
	Ť				Year	
Harvey	Deborah	Speech Therapist	E	John Jacobs		
C. FULL-TIM	E CLASSIF	FIED				•
LAST NAME	FIRST	POSITION	(E)XISTING OR	LOCATION		
			(N)EW			
Chuchro	Franchesca	Social Worker	E	Acacia/John Jacobs		
Leivas	Robbin	Office Manager	E	Royal Palm		
McNally	Stephen	Trades Specialist	E	Maintenance		
Vega Lopez	Nelson	Night Custodian	E	Lookout Mountain		
Zampini	Arthur	Paraprofessional	E	NBA		
D. PART-TIMI	E CT ACCTE	TET				
LAST NAME	FIRST	POSITION	(E)XISTING OR	LOCATION		
LASI NAME	LINGI	POSITION	` '	LOCATION		
Adriano Valdez	Adriana	Food Service Helper	(N)EW E	Food Services		
Amador	William	Material Technician	E	Food Services		
Bentz	Emily	Paraprofessional	Ē	Manzanita		
Botros	Talbera	Paraprofessional	Ē	Moon Mountain		
Brockington	Willa	Food Service Manager	Ē	Food Services		
Daniel	Tera	Teacher Assistant	E	Sunburst		
Eagle	Mallory	KidSpace Assistant	E	Washington		
Hetrick	Thomas	Crossing Guard	E	Abraham Lincoln		
Hibbitts	Tara	Paraprofessional	E	Alta Vista		
Jensen	Jeb	Bus Driver	E	Transportation		
Juarez Guerrero	Bruno	Paraprofessional	E	Alta Vista		
Kanehl	Gretchen	Special Ed. Assistant	E	Sweetwater		
Kimery	Lindsey	Food Service Helper	E	Food Services		
Mangum	Isaiah	Paraprofessional	E	Desert View		
Mora	Diana	Food Service Helper	E	Food Services		
Murphy Parra Perez	Meghan Natali	Paraprofessional Food Service Clerk	B E	Moon Mountain Food Services		
Patra Perez Patton	Victoria	Paraprofessional	E E	Sunset		
Perez Jr.	Kenneth	Paraprofessional	E E	Royal Palm		
Pike	Teresa	Paraprofessional	Ē	Sunset		
Reese	Jacqueline	KidSpace Coordinator	Ē	Lookout Mountain		
Ridarelli	Tessa	Bus Assistant	E	Transportation		

II.

# PERSONNEL ACTION RECOMMENDED April 10, 2014

# D. PART-TIME CLASSIFIED (continued) LAST NAME FIRST POSITION

(E)XISTING OR LOCATION

Riddle	Douglas	Crossing Guard	E	Abraham Lincol
Terrazaz	Dolores	Food Service Clerk	E	Food Services
Ulloa	Celeste	KidSpace Assistant	E	Manzanita

TO:	Governing Board		X	Action Discussion
FROM:	Dr. Susan J. Cook, Superintendent			Information
DATE:	April 10, 2014			1st Reading
AGENDA ITEM:	*Public Gifts and Donations (The Value of	Donated Items is Dete	ermined by the I	Donor)
INITIATED BY:	Dr. Susan J. Cook, Superintendent	SUBMITTED BY:	Dr. Susan J. C Superintender	*
PRESENTER AT GOV	ERNING BOARD MEETING:	Dr. Susan J. Cook, St	uperintendent	
GOVERNING BOARD	POLICY REFERENCE OR STATUTORY	CITATION:	BBA and A.R	.S. §15-341
SUPPORTING DATA			Funding Source	: Donations

Budgeted: N/A

- 1. Aetna Foundation donated a check in the amount of \$600.00 for the benefit of students at Roadrunner Elementary School.
- 2. Cholla Parent Teacher Organization donated a check in the amount of \$900.00 to be used for student and staff incentive awards for the 21st Century After-School Program at Cholla Middle School.
- 3. Michael Broadhead donated three commercial aircraft models with an approximate value of \$300.00 to be used for the benefit of science class studies at Sunnyslope School.
- 4. City of Phoenix Housing Department/Arizona Diamondbacks donated 100 Arizona Diamondbacks tickets with a value of \$2,500.00 for the benefit of students in the 21st Century After-School Program at Desert Foothills Junior High School.
- 5. Discover Books/Fry's Food Stores donated 10,000 gently used books with an approximate value of \$10,000.00 to the Washington Elementary School District to give to students to take home.
- 6. Phoenix Suns donated 100 Phoenix Suns tickets with a value of \$3,000.00 for the benefit of students in the 21st Century After-School Program at Mountain View School.
- 7. Roadrunner Parent Teacher Organization donated a check in the amount of \$1,251.07 to be used to purchase nine document cameras for the benefit of students at Roadrunner Elementary School.

# SUMMARY AND RECOMMENDATION

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

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

Agenda Item \*VII.C.

# \*Public Gifts and Donations (The Value of Donated Items is Determined by the Donor) April 10, 2014 Page 2

- 8. Trinity Mennonite Church donated a check in the amount of \$1,000.00 to be used for the benefit of families in need at Palo Verde Middle School.
- 9. Walnut Canyon Press/Adi Benning donated 4,130 copies of the book <u>Arizona</u>: <u>Nations and Art</u> (honoring Arizona Native American art and culture) with a value of \$28,868.70 for all 4<sup>th</sup> grade students in the Washington Elementary School District. The book was written by Ms. Annica Benning.

TO:	Governing Board		<u>X</u>	Action
FROM:	Dr. Susan J. Cook, Superintendent			Discussion Information
DATE:	April 10, 2014		**************************************	1st Reading
AGENDA ITEM:	*Out-of-State Travel			
INITIATED BY:	Maggie Westhoff, Director of Professional Development	SUBMITTED BY:	Maggie Westhoff, D Professional Develo	
PRESENTER AT GOV	ERNING BOARD MEETING:	Maggie Westhoff, Dir	ector of Professional	Development
GOVERNING BOARD	POLICY REFERENCE OR STATE	UTORY CITATION:	BBA	
SUPPORTING DATA	±	Funding S Budgeted:	ource: Gifts and Don	ations

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

1. Megan L. Kistner, teacher at Lookout Mountain Elementary School, to attend the SDE 2014 I Teach K! National Conference, July 7-10, 2014, in Las Vegas, NV, at a cost of \$599.00.

# **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 \*VII.D.

# WASHINGTON ELEMENTARY SCHOOL DISTRICT #6 DATE OF BOARD AGENDA ITEM - April 10, 2014

# **OUT-OF-STATE TRAVEL REQUEST FORM**

School/Department

**Position** 

Name of Traveler(s)

(as it appears on your driver's license)

Megan L. Kistner	Kindergarten Teacher Look	out Mountain
CONFERENCE INFORMATIO	N:	
CONFERENCE TITLE:	SDE 2014 I Teach K! National Conference	
TRAVEL DATES:	July 7-10, 2014	
CONFERENCE LOCATION:	Las Vegas, NV	
SOURCE OF FUNDING: Description:		ling Source) Total
Registration Account Code		
SOURCE OF FUNDING: Description:	Travel Funds (Funding Source)	Total

 Registration Account Code:
 530
 100
 1000
 6331
 134
 2251
 \$ 599.0

 SOURCE OF FUNDING: Description:
 Travel Account Code:
 Substitute Account Code:
 Substitute Funds (Funding Source)
 Total

 Substitute Account Code:
 Substitute Funds (Funding Source)
 Total

**PURPOSE OF TRAVEL:** Megan Kistner will attend the SDE I Teach K! National Conference to gain additional knowledge and strategies pertaining to Arizona's College and Career Ready Standards, especially the implementation of kindergarten standards. Megan will also focus on math and reading small group strategies to gain knowledge about increasing rigor in the classroom while utilizing the District Harcourt Reading and Math Investigations programs. Upon her return, she will share this information with her peers at both Lookout Mountain PLC Wednesdays, as well as at her BEGIN I Cadre meetings.

MAXIMUM COSTS:		SIGNATURES
REGISTRATION FEE:	\$ 599.00	
MEALS	\$	Tricia Heller-Johnson
LODGING:	\$	Supervisor
SUBSTITUTES	\$	
TRANSPORTATION:	\$	Maggie Westhoff
AIR	\$	Supervisor
CAR RENTAL/PARKING	\$	
BUS/TAXI/SHUTTLE	\$	
TOTAL COST:	\$ 599.00	Budget Manager

**COMMENTS:** Registation paid through Gifts and Donations. Megan will pay for all additional travel expenses.

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.

TO: Governing Board			X	Action
FROM:	Dr. Susan J. Cook, Superintendent			Discussion Information
DATE:	April 10, 2014			1st Reading
AGENDA ITEM:	*Annual Intergovernmental Cooper Services Cooperative (MESC) and S			
INITIATED BY:	Howard Kropp, Director of Purchasing	SUBMITTED BY:	Cathy Thompson, D Business Services	irector of
PRESENTER AT GOV	ERNING BOARD MEETING:	Howard Kropp, Direc	ctor of Purchasing	
GOVERNING BOARI	POLICY REFERENCE OR STATU	JTORY CITATION:	A.R.S. 11-95 R7-2-1191-R	
SUPPORTING DATA		<b></b>	Funding Source	e: Various

Budgeted: Yes

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

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

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

Copies of the contracts are available for review in the Purchasing Department. The Purchasing Department follows a process to perform due diligence on every cooperative contract prior to making a recommendation for award.

# **SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the Intergovernmental Cooperative Purchase Agreements and contract purchases with the Mohave Educational Services Cooperative (MESC) ) and Strategic Alliance for Volume Expenditures (SAVE) as presented.

Superintendent

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

Agenda Item \*VII.E.

# **MOHAVE Contracts**

# THERE IS AVAILABLE BUDGET CAPACITY:

Vendor(s):	Jasper Engines & Transmissions
Description of Purchase:	Light and heavy duty vehicle parts and shop supplies.
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Transportation/M&O
Expended-To-Date:	\$5,493.16

# **SAVE Contracts**

# THERE IS AVAILABLE BUDGET CAPACITY:

Contract Title:	Concrete & Paving Site Work
Vendor(s):	
Ace Asphalt of Arizona	CPC Asphalt
Arrowhead Builders	Sunland
Cactus Asphalt	
Contract Issuer:	Contract issued through Alhambra #M10-26-15
Estimated 2013-2014 Expenditures:	To be used on an as-needed basis.
Department/School Funding:	Capital Projects/Bond
Expended-to-Date:	\$54,744.06

TO:	Governing Board		X	Action Discussion
FROM:	Dr. Susan J. Cook, Superintendent		AND	Information
DATE:	April 10, 2014			1st Reading
AGENDA ITEM:	*Award of Contract – RFP No. 14.0	05, Legal Services		
INITIATED BY:	Howard Kropp, Director of Purchasing	SUBMITTED BY:	Cathy Thompson, D Business Services	irector of
PRESENTER AT GOV	ERNING BOARD MEETING:	Howard Kropp, Direc	ctor of Purchasing	
GOVERNING BOARI	POLICY REFERENCE OR STATU	JTORY CITATION:	BBA	
SUPPORTING DATA			Funding Source Budgeted: Yes	

On February 13, 2014, the Board authorized the issuance of RFP No. 14.005, Legal Services. On February 14, 2014, the District issued the solicitation to cover legal services needed throughout the District.. No school or department can spend more than is budgeted without prior approval from the Finance Department.

Twenty-Eight (28) vendors were notified of the RFP. Eight (8) responsive, responsible proposals were received and opened on March 11, 2014. Howard Kropp, Director of Purchasing, and Rex Shumway, Legal Counsel, evaluated the proposals and recommend all eight vendors for award, due to the specialization of the firms' practices.

A multiple award is the most advantageous to ensure the best service and the most complete legal coverage for the District.

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

Funding for this expenditure is included in the department's 2013-2014 M&O budgets and will be purchased on an asneeded basis. The District has expended \$24,431.47 to date this fiscal year for these services.

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

# SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board award contract regarding RFP No.14.005, Legal Services to the vendors as presented.

Superintendent Col

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

Agenda Item \*VII.F.

# \*Award of Contract - Bid No. 14.005, Legal Services April 10, 2014 Page 2

The committee recommends the following vendors for award for use on an as-needed, if-needed basis:

Cantelme & Brown, P.L.C.
DeConcini, McDonald, Yetwin & Lacy, PC
Fennemore Craig, PC
Gust Rosenfeld P.L.C.
LaSota & Peters P.L.C.
Magnum, Wall, Stoops & Warden P.L.L.C.
Ridenour, Hienton & Lewis
Udall, Shumway P.L.C.

TO:	Governing Board		X	Action
FROM:	Dr. Susan J. Cook, Superintendent			Discussion Information
DATE:	April 10, 2014			1st Reading
AGENDA ITEM:	*Award of Contract – Bid No. 14.0	06, Ball Field Lighting	Maintenance	
INITIATED BY:	Howard Kropp, Administrator of Purchasing	SUBMITTED BY:	Cathy Thompson, I Business Services	Director of
PRESENTER AT GO	VERNING BOARD MEETING:	Howard Kropp, Adm	ninistrator of Purchasi	ing
GOVERNING BOAF	RD POLICY REFERENCE OR STAT	UTORY CITATION:	BBA	
SUPPORTING DAT	<u> </u>		Funding Source Budgeted: Ve	

On March 3, 2014, the District issued Bid No. 14.006, Ball Field Lighting Maintenance. The purpose of this Bid is to enter into a contract with a qualified vendor to provide ball field lighting maintenance services for eight District-wide sites. No school or department can spend more than is budgeted without prior approval from the Finance Department.

Thirty-four (34) vendors were notified of the Bid. Six (6) responsive, responsible bids were received and opened on March 24, 2014. Daren Cloyd, Maintenance Manager, and Larry Larson, Contract Manager, reviewed the responses and recommend Corbins Service Electric, LLC dba Corbins Electric for award.

The award of this bid will result in a one-year contract beginning upon award, with the option to renew for four (4) additional years or any portion thereof. The estimated requirements cover the period of the contracts and are reasonable and continuing. Included is a provision for cancellation by the District with thirty (30) days prior written notice.

Funding for this expenditure is included in the Facilities and Maintenance department's 2014-2015 budgets and will be purchased on an as-needed basis. This is a new contract for the District; we have not provided these services in the past.

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

### SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board award contract regarding Bid No. 14.006, Ball Field Lighting Maintenance to Corbins Service Electric, LLC dba Corbins Electric.

Superintendent

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

Agenda Item \*VII.G.

# \*Award of Contract – Bid No. 14.006, Ball Field Lighting Maintenance April 10, 2014 Page 2

Below is the pricing tabulation used to determine the lowest responsible, responsive bidder.

Offerors:	Business Hours	After Hours	All hours/holiday		
Officiols.	Regular Service	Service Calls	Emergency Service		
Commonwealth Electric Co. of the Midwest	\$57.50	\$78.50	\$98.50		
Corbins Electric	\$45.00	\$85.00	\$100.00		
DECA Southwest	\$95.00	\$125.00	\$125.00		
Fluoresco	\$79.00	\$119.00	\$119.00		
Hernandez Companies	\$55.00	\$82.50	\$82.50		
Spectra Electrical	\$160.00	\$190.00	\$220.00		

TO:	Governing Board		X	. Action
FROM:	Dr. Susan J. Cook, Superintendent		•	Discussion Information
DATE:	April 10, 2014		•	1st Reading
AGENDA ITEM:	*Award of Contract – Bid No. 14.00	7, Computer Memory	and Hard Drives	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
INITIATED BY:	Howard Kropp, Director of Purchasing	SUBMITTED BY:	Cathy Thompson, I Business Services	Director of
PRESENTER AT GOV	ERNING BOARD MEETING:	Howard Kropp, Direc	ctor of Purchasing	
GOVERNING BOARD	POLICY REFERENCE OR STATU	TORY CITATION:	BBA	
SUPPORTING DATA	<u>.</u>	- Abril 3	Funding Source	

On March 10, 2014, the District issued Bid No. 14.007, Computer Memory and Hard Drives. Items covered by this bid are needed to update computers District-wide. No school or department can spend more than is budgeted without prior approval from the Finance Department.

One Hundred Twenty Three (123) vendors were notified of the Bid. Four (4) responsive, responsible bids and eight (8) nobids were received and opened on March 27, 2014. Howard Kropp, Director of Purchasing, and Carla Mariscal, Assistant Buyer, evaluated the bids and recommend Need These for award of the memory modules and CLH International for award of the hard drive units. A multiple award is the most advantageous to ensure the best service and the most complete product availability for the District.

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

Funding for this expenditure is included in the department's 2013-2014 M&O budgets and will be purchased on an asneeded basis. This is a new contract for the District.

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

### SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board award contract regarding Bid No. 14.007, Computer Memory and Hard Drives to Need These for the memory modules and CLH International for the hard drive units.

Superintendent Lung (V)

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

Agenda Item \*VII.H.

# \*Award of Contract - Bid No. 14.007, Computer Memory and Hard Drives April 10, 2014 Page 2

Below is the pricing tabulation for the amounts necessary to upgrade designated computers throughout the district.

# **RAM Modules**

1 GB DDR2-667, (PC2-5300), 240 Pin

for installation into:

HP Business Desktop,dc7600 SFF/Ultra Slim

CLH INTERNATIONAL	Pricing for 10,000+ pieces	\$ 19.98
LIFETIME MEMORY	Pricing for 10,000+ pieces	\$ 15.40
NEED THESE	Pricing for 10,000+ pieces	\$ 12.50
WORLD WIDE TECHNOLOGY	Pricing for 10,000+ pieces	\$ 15.50

# **Hard Drive Units:**

Western Digital, Caviar Blue, WD5000AAKX, Or District Approved Equal

500GB, 7200 RPM, 16MB Cache, SATA 6.0Gb/s, 3.5" Internal Hard Drive

CLH INTERNATIONAL	Pricing for 1001 – 5000 pieces	\$ 51.80
LIFETIME MEMORY	Pricing for 1001 – 5000 pieces	NB
NEED THESE	Pricing for 1001 – 5000 pieces	\$ 56.00
WORLD WIDE TECHNOLOGY	Pricing for 1001 – 5000 pieces	\$ 54.45

TO:	Governing Board		X	Action Discussion
FROM:	Dr. Susan J. Cook, Superintendent		WASHINGTON FOR PROBLEM AND A STATE OF THE ST	Information 1st Reading
DATE:	April 10, 2014			1 st ixeaunig
AGENDA ITEM:	*Arizona Department of Public Safe	ty Agreement	·~	
INITIATED BY:	Justin Wing, Director of Human Resources	SUBMITTED BY:	Justin Wing, Director Resources	or of Human
PRESENTER AT GOV	ERNING BOARD MEETING:	Justin Wing, Director	r of Human Resource	S
GOVERNING BOARD	POLICY REFERENCE OR STATU	TORY CITATION:	ARS 41-1750 512, and Gov Policy GDFA	verning Board

# **SUPPORTING DATA**

Funding Source: N/A Budgeted: N/A

The Arizona Department of Public Safety is requiring an agreement with the Washington Elementary School District (WESD) in order to conduct fingerprint-based background checks. WESD is a noncriminal justice agency that is authorized to receive criminal history record information and/or criminal justice information for the specific purpose of evaluating the fitness of current or prospective licenses, employees, contract employees, and/or volunteers pursuant to ARS 41-1750. All new hire employees, volunteers, and continuing personnel required to maintain certification receives a fingerprint-based background check. Moreover, WESD has developed fingerprint card procedures to meet compliance within the agreement to include, but not limited to, the following:

- Designating an official Agency Security contact (ASC),
- Complying with training requirements,
- Identifying a secure environment, and
- Determining dissemination requirements.

The Agreement has been reviewed by District Legal Counsel.

### SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Agreement with the Arizona Department of Public Safety and authorize the Superintendent to execute the Agreement on behalf of the District.

Superintendent J. J. C. J.

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

# ARIZONA CRIMINAL JUSTICE INFORMATION SYSTEM USER AGREEMENT

### NONCRIMINAL JUSTICE PROCESS - NATIONAL AND STATE ACCESS

THIS AGREEMENT is made and entered into by the ARIZONA DEPARTMENT OF PUBLIC SAFETY, hereinafter referred to as "DPS," and the WASHINGTON ELEMENTARY SCHOOL DISTRICT, hereinafter referred to as "USER." DPS, under the authority of the Federal Bureau of Investigation (FBI), is the National Crime Information Center (NCIC) State Criminal Justice Information Systems Agency (CSA) in Arizona. DPS, under the authority of Arizona Revised Statutes (ARS) §41-1750, ARS §41-1751, and ARS §41-2205, also operates the Central State Repository for the criminal justice information system, and functions as the Arizona Criminal Justice Information System (ACJIS) CJIS Systems Agency. Per authority of ARS §41-2204, the Director of DPS also serves as the System Officer of ACJIS.

USER IS:	
<u>X</u>	A noncriminal justice agency authorized to receive criminal history record information and/or criminal justice information for the specific purpose of evaluating the fitness of current or prospective licensees, employees, contract employees and/or volunteers pursuant to 28 CFR, Part 20, and ARS §41-1750.
	OR
Artificacy for grady as	Other

TIOTOD :...

DPS and USER hereby agree to exchange such criminal history record information and/or criminal justice information as is available in the State of Arizona State Central Repository and/or the ACJIS network, subject to the following terms and conditions:

#### TERMS AND CONDITIONS

- A. <u>Information</u>. In accordance with federal and state regulations, DPS agrees to furnish USER with the following type(s) of information: <u>Authorized Criminal History Record Information</u> and Authorized Criminal Justice Information via the applicant fingerprint card process.
- B. <u>Rules</u>. USER has the burden of giving notice of the requirements of all the below-named rules and regulations to its employees and the other agencies or individuals to whom USER might disseminate information derived pursuant to this Agreement.

- 1. <u>Compliance</u>. The exchange of all information covered by the terms of this Agreement shall be in strict compliance with all federal and state laws and regulations relating to the collection, use, storage, handling, and/or dissemination of criminal justice information and/or criminal history record information, and with the applicable rules, policies, and procedures contained in the FBI Criminal Justice Information System (CJIS) Security Policy, and with applicable ACJIS, NCIC, Arizona Crime Information Center (ACIC), International Justice and Public Safety Information Sharing Network, and Arizona Law Enforcement Telecommunications Systems (ALETS) operating policies, procedures, and regulations.
- 2. <u>Agency Security Contact</u>. USER shall designate an official Agency Security Contact (ASC) to serve as the agency liaison with DPS and to perform all necessary duties related to that function.
  - a. The ASC shall be responsible for ensuring compliance with Section B of this Agreement, and shall grant authorization to those employees who have access to criminal history record information and/or criminal justice information. The ASC shall submit and maintain a current Authorized Personnel List of all authorized employees' names, titles, dates of birth, and email addresses.
  - b. If the ASC changes for any reason, USER agrees to designate another individual as the ASC and to notify DPS within 30 days of the change.
- 3. <u>Training</u>. USER shall be responsible for compliance with training requirements.
  - a. Prior to submitting fingerprint cards and receiving criminal justice information and/or criminal history record information, USER shall attend initial access training covering proper submission procedures and basic privacy and security. Initial access training shall be provided by DPS.
  - b. All USER agency personnel authorized to access criminal history record information and/or criminal justice information shall complete both standard Security and Awareness training and USER-provided privacy and security training on the proper handling of such information.
    - 1) Security and Awareness training is required within six months of hire and every two years thereafter.
    - 2) USER-provided privacy and security training shall be completed a minimum of every two years.
- 4. Acknowledgement Statement. All USER agency personnel authorized to access criminal history record information and/or criminal justice information shall sign a statement form acknowledging notification of the penalties for misuse of the information prior to accessing any criminal history record information and/or criminal justice information. The acknowledgment statement is hereby incorporated into this Agreement.
- 5. Secure Environment. The criminal history record information and/or the criminal justice information received pursuant to this agreement shall be maintained in a secure environment accessible only to those personnel listed on the current Authorized Personnel List. If the criminal justice information and/or the criminal history record information received pursuant to this agreement is stored electronically, the electronic records environment shall be subject to technical security requirements specified in the CJIS Security Policy and periodic technical audits in accordance with Section D of this

agreement.

- 6. <u>Policies and Procedures</u>. USER shall develop and implement policies and procedures ensuring the following:
  - a. Privacy and security, which shall include: proper access, use, handling, dissemination, and destruction of criminal history record information and/or criminal justice information; prevention of unauthorized disclosure of criminal history record information and/or criminal justice information; a disciplinary policy for misuse of criminal history record information and/or criminal justice information.
  - b. Fingerprint submission integrity policies and procedures, which shall include: quality control methods to verify the applicant's identity and measures to prevent fingerprint tampering prior to submission to DPS.
  - c. Digital information security, which shall include: reporting, response, and handling capability procedures for information security incidents; account access and monitoring requirements; information integrity protocols. This paragraph is only applicable if the agency electronically stores or accesses criminal history and/or criminal justice information.
- 7. <u>Personnel Screening</u>. USER agrees to conduct personnel screening as permitted and/or required under state law of the personnel authorized to access and/or handle criminal history record information and/or criminal justice information.

# C. Privacy and Security.

1. <u>Purpose</u>. USER agrees that the use of information received under the terms of this Agreement shall be limited to the following specific purpose(s): <u>For the specific purpose of evaluating the fitness of school personnel/volunteers who are fingerprinted pursuant to ARS §15-512.</u>

# 2. Secondary Dissemination.

- a. USER assumes full responsibility and liability for the use and release of all criminal history record information and/or criminal justice information obtained pursuant to this agreement.
- b. All dissemination, including secondary and further dissemination, shall be strictly limited to the purpose authorized by this agreement and shall not exceed the purpose authorized in this agreement or that which is authorized under state and federal laws and regulations.
- c. All secondary and further dissemination shall be logged, and the log shall be retained for a minimum of five years.
- d. USER assumes full responsibility and liability for all dissemination and use of the information obtained pursuant to this agreement including secondary and subsequent dissemination. (Unlawful use of criminal history information and/or criminal justice information is a class 6 felony pursuant to ARS §41-1756.)

### D. Audits/Inspections.

1. Records and periodic audits.

- a. USER hereby agrees to maintain all personnel records, fingerprint submission records, training files, authorization lists, policies and procedures, dissemination logs, contractor records, and volunteer records as directed by DPS to determine compliance with applicable regulations and statutes.
- b. USER agrees to make the above stated items available to DPS, the FBI CJIS Division, or their authorized representatives, for the purpose of conducting periodic audits of USER's compliance with all laws and regulations regarding the processing of information furnished to and by the USER under the terms of this Agreement.
- c. USER shall cooperate with directives issued by the Arizona CJIS Systems Officer (CSO) concerning reliability and security of data.
- d. All books, accounts, reports, files and other records relating to this agreement shall be subject at all reasonable times to inspection and audit by the State for five years after completion of this agreement.
- 2. <u>Site security compliance</u>. USER hereby agrees, as a condition of participation, to permit a team from DPS and/or the FBI CJIS Division to conduct on-site compliance inspections to ensure that required physical, personnel, computer, and communications safeguards are functioning properly.
- 3. <u>Directed audits</u>. USER agrees to submit to directed audits for the investigation of any allegation of misuse of criminal justice information and/or criminal history record information obtained pursuant to this agreement. A directed audit includes an inquiry into the specifics of a misuse allegation as well as the overall administrative review of a routine audit. Directed audits are in addition to routine periodic audits.

# E. Sanctions.

- 1. <u>Cancellation</u>. Either DPS or USER may cancel this Agreement upon thirty days notice to the other party in writing. All parties are hereby put on notice that this contract is subject to cancellation by the Governor for conflicts of interest, pursuant to ARS §38-511, the contents of which are hereby incorporated by reference.
- 2. Suspension of Service. In addition to the penalties provided by law, DPS reserves the right to immediately suspend furnishing information covered by the terms of this Agreement to USER when any terms of this Agreement are violated or reasonably appear to DPS to be violated. DPS shall resume furnishing such information upon receipt of satisfactory assurance, to DPS, that such violations did not occur or that such violations have been fully corrected or eliminated. In the event that USER challenges the ruling of DPS regarding violation(s) or audit results, the Arizona Criminal Justice Commission shall adjudicate the matter.
- 3. <u>Indemnification</u>. To the extent permitted by law, USER hereby agrees to indemnify and save harmless DPS, its Director and employees, and the FBI, its Director and employees from and against any and all claims, demands, suits, and proceedings by others and against all liability to others for the use or misuse by the USER of any information provided to USER pursuant to this Agreement.
- 4. <u>Arbitration</u>. This Agreement is subject to arbitration, but only to the extent required by ARS §12-1518.

ARIZONA CRIMINAL JUSTICE INFORMATION SYSTEM USER AGREEMENT NONCRIMINAL JUSTICE PROCESS – NATIONAL AND STATE ACCESS PAGE 5

- F. <u>Non-Discrimination</u>. USER agrees that USER will comply with all applicable laws relating to equal opportunity and non-discrimination, including the non-discrimination requirements of Executive Order 2009-09.
- G. Executory Clause. It is understood by and between the parties hereto that DPS is obligated to provide the services described in Section A above to USER only to the extent that public funds are made available to DPS for that purpose. DPS shall incur no liability on account thereof beyond the money made available for such purpose.
- H. <u>Dissemination</u>. The terms of this agreement pertaining to all dissemination of criminal justice information and criminal history record information shall be superseded by applicable federal regulations and Arizona laws governing the release of such information.
  - 1. <u>Investigations</u>. USER agrees that DPS may use or disseminate information concerning USER request transactions on the ACJIS network to provide assistance with active criminal investigations or criminal intelligence investigations when such assistance is specifically requested by the investigating agency.
  - 2. <u>Statistical Reports</u>. USER agrees that DPS may generate, use, or disseminate statistical reports based upon data contributed or transactions conducted by USER.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

### ARIZONA DEPARTMENT OF PUBLIC SAFETY

BY:	
TITLE:	Lt. Colonel Jeffrey E. Raynor Arizona CJIS Systems Officer Arizona Department of Public Safety by order of Colonel Robert C. Halliday
	Director Arizona Department of Public Safety
DATE:	
USER:	WASHINGTON ELEMENTARY SCHOOL DISTRICT
BY:	
TITLE:	
DATE: (Rev. 09/12)	

TO:	Governing Board		X Action Discussion
FROM:	Dr. Susan J. Cook, Superintendent	,	Information 1st Reading
DATE:	April 10, 2014		Tot roading
AGENDA ITEM:	*Agreement with <i>Interlingua</i> to Pro- Elementary School	vide Spanish Classes t	o MAP Center Students at Sahuaro
INITIATED BY:	Barbara Post, Administrator for Gifted Services	SUBMITTED BY:	Barbara Post, Administrator for Gifted Services
PRESENTER AT GOV	ERNING BOARD MEETING:	Barbara Post, Admini	strator for Gifted Services
GOVERNING BOARD	POLICY REFERENCE OR STATU	TORY CITATION:	BBA
SUPPORTING DATA			Funding Source: M&O Budgeted: Yes

Interlingua of Phoenix, AZ would like to renew an agreement with the Washington Elementary School District No. 6. Under this agreement, Interlingua will provide the MAP Center students located at Sahuaro Elementary School with Spanish instruction at a cost of \$7,303.00. Classes will be offered once a week for each of the four classes for a total of 148 lessons. Spanish instructors are professional native Spanish speakers who are thoroughly trained and consistently supervised. Instructors are fingerprinted and background checked through Interlingua.

This Agreement has been reviewed by District Legal Counsel.

### **SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the Agreement with *Interlingua* to provide Spanish classes to students in the MAP Center at Sahuaro Elementary School in an amount not to exceed \$7,303.00 and authorize the Superintendent to execute the necessary documents on behalf of the District.

Superintendent

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

Agenda Item \*VII.J.



School:

Washington School District

Director:

Dr. Susan J. Cook

Address:

4650 W. Sweetwater Glendale, Az. 85304

City/State: Phone:

(602) 347-2651

Fax:

(602) 347-2683

# CONTRACT -

This contract, made and entered in Arizona, on May 2014, is between INTERLINGUA and Washington School District.

# The parties further convene and agree as follows:

INTERLINGUA, will commit to teach Spanish to Washington School District's students at your site. This service will consist of:

- A detailed immersion program that yields excellent results and guarantees your students to be able to develop the basic structures to speak Spanish;
- Professional Spanish speaking instructors, who are thoroughly trained and constantly supervised;
- Simple and clear didactic materials that help students to practice and go over the lessons covered. These materials will help create an active text-book for the students;
- Frequent evaluations that will reflect the students' progress;
- Regular follow-up on each individual student and the development of the class by the teacher;
- The use of the curriculum of **INTERLINGUA** to guarantee your students to have continuity through the years to come in the development of this Spanish program at the school;
- Popular songs, movies, several Latin American guest speakers and games in Spanish that will permit practice, interaction and contact with the authentic Hispanic culture.

INTERLINGUA according with your schedule will develop this program from August 15th, 2014 through May 30th, 2015; as follows:

4 Spanish lessons per week to students in the MAP Center program at Sahuaro School, according to your schedule needs. During 37 weeks school calendar a total of 148 lessons

The total price of the courses will be U.S. \$7,303 payable in 10 monthly payments of \$730.30 the first five days of each month, starting on Sep. 2014

Note: The total price of the classes is prorated in 10 fixed payments starting on September 2014 and ending on June 2015.

It is understood that the full amount of the contract price is deemed earned and payable and non-refundable, provided only that Interlingua is and remains willing and able to perform its obligations hereunder. As an example, not by way of limitation: should client decide to terminate Interlingua's services before all of the contracted services have been performed, there will be no refund or reduction of the contract price.

Washington School District agrees to not hire or subcontract for the same purposes, any Interlingua LLC personnel within 3 years of ending this contract.

Yolima Otálora	Dr. Susan J. Cook	
Date March 26 2014	Date	

TO:	Governing Board		X Action
FROM:	Dr. Susan J. Cook, Superintendent		Discussion Information 1st Reading
DATE:	April 10, 2014		1st Reading
AGENDA ITEM:	*Permission to Pursue the 21st Cent \$5,100,000.00 on Behalf of the Dist		Center Grant in the Amount of
INITIATED BY:	Kathleen McKeever, Director Academic Support Programs	SUBMITTED BY:	Kathleen McKeever, Director Academic Support Programs
PRESENTER AT GOV	ERNING BOARD MEETING:	Kathleen McKeever, Dire Programs	ector Academic Support
GOVERNING BOARD	POLICY REFERENCE OR STATU	JTORY CITATION:	DDA

SUPPORTING DATA

Funding Source: Grants

Budgeted: No

The District requests permission to explore this grant opportunity for the following schools. In addition, this action will serve as a community notice of the intent to submit this application. This is a requirement of the application.

Location	Funder	Purpose	Maximum Amount
	Arizona Department of		
Acacia	Education	After School programs	\$510,000.00
	Arizona Department of		
Cactus Wren	Education	After School programs	\$510,000.00
	Arizona Department of		
Cholla	Education	After School programs	\$510,000.00
	Arizona Department of		
John Jacobs	Education	After School programs	\$510,000.00

# SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board grant permission to pursue the 21<sup>st</sup> Century Community Learning Center Grant in the amount of \$5,100,000.00 on behalf of the District.

Superintendent

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

Agenda Item \*VII.K.

## \*Permission to Pursue the 21<sup>st</sup> Century Community Learning Center Grant in the Amount of \$5,100,000.00 on Behalf of the District April 10, 2014

Page 2

	Arizona Department of		
Lakeview	Education	After School programs	\$510,000.00
	Arizona Department of		
Mountain View	Education	After School programs	\$510,000.00
	Arizona Department of		
Ocotillo	Education	After School programs	\$510,000.00
	Arizona Department of		
Orangewood	Education	After School programs	\$510,000.00
	Arizona Department of		
Shaw Butte	Education	After School programs	\$510,000.00
	Arizona Department of		
Washington	Education	After School programs	\$510,000.00

<sup>(</sup>N)- New application

#### WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO:	Governing Board		X	Action Discussion
FROM:	Dr. Susan J. Cook, Superintendent			Information
DATE:	April 10, 2014			1st Reading
AGENDA ITEM:	*Acceptance of the School Securive Washington Education Grant in the School Grant in the Amount of \$40,	Amount of \$7,646.00		
INITIATED BY:	Kathleen McKeever, Director of Academic Support Programs	SUBMITTED BY:	Kathleen McKeever Academic Support I	*
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
ADE-School Security Hardware Grant	Shaw Butte	\$100,000.00	Safety Hardware
Washington Education Foundation	Sunnyslope (N)	\$400.00	Instruments
Washington Education Foundation	Cactus Wren (N)	\$500.00	Robot Student Kits
Washington Education Foundation	Mountain Sky (N)	\$1,000.00	Jump Start Program
Washington Education Foundation	Moon Mountain (N)	\$500.00	Book Program
Washington Education Foundation	Desert View (N)	\$2,000.00	P.E. Equipment
Washington Education Foundation	Mountain View (N)	\$246.00	Parents and PencilPALS

#### **SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the acceptance of the School Security Hardware Grant in the amount of \$100,00.00, the Washington Education Foundation Grant in the amount of \$7,646.00 and the Virginia G. Piper Back To School Grant in the amount of \$40,700.00 and authorize the Superintendent to execute all necessary documents.

Superintendent

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

Agenda Item \*VII.L.

\*Acceptance of the School Security Hardware Grant in the Amount of \$100,000.00, the Washington Education Grant in the Amount of \$7,646.00 and the Virginia G. Piper Back To School Grant in the Amount of \$40,700.00 April 10, 2014
Page 2

Washington Education Foundation	Look Out Mountain (N)	\$2,000.00	Student Scholarships
Washington Education Foundation	Orangewood (N)	\$1,000.00	Reading Program
Virginia G. Piper Charitable Trust	Acacia (N)	\$2,300.00	Clothing
Virginia G. Piper Charitable Trust	Alta Vista (N)	\$2,300.00	Clothing
Virginia G. Piper Charitable Trust	Cactus Wren (N)	\$1,200.00	Clothing
Virginia G. Piper Charitable Trust	Chaparral (N)	\$1,200.00	Clothing
Virginia G. Piper Charitable Trust	Desert View (N)	\$1,200.00	Clothing
Virginia G. Piper Charitable Trust	Ironwood (N)	\$1,200.00	Clothing
Virginia G. Piper Charitable Trust	John Jacobs (N)	\$1,200.00	Clothing
Virginia G. Piper Charitable Trust	Lakeview (N)	\$1,200.00	Clothing
Virginia G. Piper Charitable Trust	Manzanita (N)	\$2,300.00	Clothing
Virginia G. Piper Charitable Trust	Maryland (N)	\$2,300.00	Clothing
Virginia G. Piper Charitable Trust	Moon Mountain (N)	\$2,300.00	Clothing
Virginia G. Piper Charitable Trust	Mountain View (N)	\$2,300.00	Clothing
Virginia G. Piper Charitable Trust	Ocotillo (N)	\$2,300.00	Clothing
Virginia G. Piper Charitable Trust	Richard E. Miller (N)	\$2,300.00	Clothing
Virginia G. Piper Charitable Trust	Roadrunner (N)	\$2,300.00	Clothing
Virginia G. Piper Charitable Trust	Sahuaro (N)	\$1,200.00	Clothing
Virginia G. Piper Charitable Trust	Shaw Butte (N)	\$2,300.00	Clothing
Virginia G. Piper Charitable Trust	Sunburst (N)	\$1,200.00	Clothing
Virginia G. Piper Charitable Trust	Sunnyslope (N)	\$2,300.00	Clothing
Virginia G. Piper Charitable Trust	Sunset (N)	\$2,300.00	Clothing
Virginia G. Piper Charitable Trust	Tumbleweed (N)	\$1,200.00	Clothing
Virginia G. Piper Charitable Trust	Washington (N)	\$2,300.00	Clothing

#### WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: FROM:	Governing Board  Dr. Susan J. Cook, Superintendent		X	Action Discussion Information 1st Reading
DATE:	April 10, 2014			
AGENDA ITEM:	To Consider and, if Deemed Advisal Improvement Bonds for the District	ole, to Adopt a Resolut	ion Ordering the Sale	e of School
INITIATED BY:	Cathy Thompson, Director of Business Services	SUBMITTED BY:	Cathy Thompson, D Business Services	Pirector of
PRESENTER AT GOVERNING BOARD MEETING: Bryan Lundberg, Stifel, Nicolaus & Company				
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA				
SUPPORTING DATA	<u>.</u>		Funding Source	

A special bond election was held on November 2, 2010, in which a majority of the qualified electors voting at the election authorized the issuance of \$65,000,000.00 of school improvement bonds for Washington Elementary School District. The bonds are classified "Class B" bonds for all purposes under Arizona Revised Statutes, Title 15, Chapter 4, Article 5, and Chapter 9, Article 7.

The District completed the issuance and sale of \$10,000,000.00 in Class B bonds under the 2010 School improvement Bond Authorization in February 2011. An additional issuance and sale of \$20,000,000.00 was completed in August 2012.

The District now proposes the issuance and sale of \$5,000,000.00 in Class B bonds of the \$35,000,000.00 of bonds that remain authorized for sale, but not yet issued, under the 2010 School Improvement Bond Authorization. This sale will enable the district to expedite completion on some of the current projects and begin design work on projects scheduled for completion in 2016.

In previous bond sales, the District has sold bonds in a public sale. This proposed sale is recommended to be through the Maricopa County Treasurer or private investor at an estimated interest rate not to exceed two percent. Final maturity of these bonds will not exceed five years. Some of the items considered when determining the payment schedule of bond debt are the tax impact and adhering as close as possible to what was stated in the election pamphlet.

#### SUMMARY AND RECOMMENDATION

It is recommended the Governing Board adopt a Resolution ordering the sale of School Improvement Bonds for the District in the amount of \$5,000,000.00.

Superintendent C

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

To Consider and, if Deemed Advisable, to Adopt a Resolution Ordering the Sale of School Improvement Bonds for the District April 10, 2014 Page 2

This sale will not cause the District to exceed the annual levy that was included in the bond election pamphlet distributed to voters.

Bryan Lundberg, Managing Director of Stifel, Nicolaus & Company, will be available to answer any questions regarding the details of the sale.

Attached are the following documents:

- Bond Sale Resolution
- Maricopa County Treasurer Agreement
- Bond Purchase Agreement
- Registrar Contract

#### RESOLUTION

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6 OF MARICOPA COUNTY, ARIZONA, SCHOOL IMPROVEMENT BONDS, PROJECT OF 2010, IN A TAX-EXEMPT OR TAXABLE SERIES; DELEGATING THE AUTHORITY TO APPROVE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PROVIDING FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; AUTHORIZING THE APPOINTMENT OF A REGISTRAR, TRANSFER AGENT AND PAYING AGENT; APPROVING THE FORM OF CERTAIN DOCUMENTS AND AUTHORIZING COMPLETION, EXECUTION AND DELIVERY THEREOF; AND RATIFYING ALL ACTIONS TAKEN OR TO BE TAKEN TO FURTHER THIS RESOLUTION.

**WHEREAS**, Washington Elementary School District No. 6 of Maricopa County, Arizona (the "*District*"), held a special bond election in and for the District on November 2, 2010 (the "*Election*"), at which a majority of the qualified electors voting at the Election authorized the issuance of school improvement bonds; and

WHEREAS, the Governing Board of the District (the "Board") intends to issue bonds in the aggregate principal amount of not to exceed \$5,000,000 in a series designated as either the (i) School Improvement Bonds, Project of 2010, Tax-Exempt Series C (2014) (the "Tax-Exempt Bonds") or (ii) School Improvement Bonds, Project of 2010, Taxable Series C (2014) (the "Taxable Bonds" and, together with the Tax-Exempt Bonds, the "Bonds") for the purpose of making school improvements in accordance with the authority granted at the Election and for the purpose of paying a portion of the costs of issuance of the Bonds; and

WHEREAS, with the aid of Stifel, Nicolaus & Company, Incorporated, the District's financial advisor (the "Financial Advisor"), the Board expects to receive an offer to purchase (i) the Taxable Bonds from the Treasurer of Maricopa County, Arizona (the "Treasurer") in the form of Bond Purchase Agreement now on file with this Board (the "Purchase Agreement"), or (ii) the Tax-Exempt Bonds from a to-be-determined private investor (the "Private Investor") in the form of a purchase contract as approved by the District Superintendent or the District Business Services Director (the "Purchase Contract") and the District desires that the Bonds be sold through negotiation to the Treasurer or the Private Investor on such terms as may meet the parameters of this resolution and hereafter be approved by the District Superintendent or the District Business Services Director; and

WHEREAS, within and by the parameters set forth in this resolution, the Board shall authorize the execution, issuance and sale of the Bonds and their delivery to the Treasurer or the Private Investor in accordance with the Purchase Agreement or the Purchase Contract, respectively.

## NOW, THEREFORE, IT IS RESOLVED BY THE GOVERNING BOARD OF WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6 OF MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

Section 1. Authorization. This Board hereby authorizes the Bonds to be issued and sold in an aggregate principal amount of not to exceed \$5,000,000 as either the Tax-Exempt Bonds or the Taxable Bonds. The Tax-Exempt Bonds, if issued, shall be designated the Washington Elementary School District No. 6 of Maricopa County, Arizona, School Improvement Bonds, Project of 2010, Tax-Exempt Series C (2014), and the Tax-Exempt Bonds, if issued, shall be issued and sold in accordance with the provisions of this resolution and delivered against payment therefor by the Private Investor. The Taxable Bonds, if issued, shall be designated the Washington Elementary School District No. 6 of Maricopa County, Arizona, School Improvement Bonds, Project of 2010, Taxable Series C (2014), and the Taxable Bonds, if issued, shall be issued and sold in accordance with the provisions of this resolution and delivered against payment therefor by the Treasurer. The series designation of the Bonds may change if the Bonds are not sold in calendar year 2014. Additionally, the series designation of the Bonds may change to reflect the name of the Bonds at the time of the sale.

#### Section 2. Terms.

A. <u>Tax-Exempt Bonds</u>. The Tax-Exempt Bonds shall be dated the date of initial delivery to the Private Investor, shall mature on July 1 in some or all of the years 2014 through 2018, inclusive, and shall bear interest from their date to the maturity or earlier redemption of each of the Tax-Exempt Bonds, provided that the yield (as determined pursuant to the regulations of the Internal Revenue Code of 1986, as amended (the "Code")), shall not exceed 2.0%. The Tax-Exempt Bonds shall be classified as "Class B" Bonds for all purposes of Arizona Revised Statutes, Title 15, Chapter 4, Article 5, and Chapter 9, Article 7.

The principal amount maturing in each year, the interest rates applicable to each maturity, the optional and mandatory redemption provisions and any other final terms of the Tax-Exempt Bonds shall be as set forth in the Purchase Contract and approved by the President or any other member of the Board, such approval shall be evidenced by the execution and delivery of the Purchase Contract. The Tax-Exempt Bonds shall be in the denominations of \$100,000 and integral multiples of \$5,000 in excess thereof in the case of Tax-Exempt Bonds owned by a Qualified Investor, as defined below. Interest on the Tax-Exempt Bonds shall be payable semiannually on each January 1 and July 1 (each an "Interest Payment Date") during the term of the Tax-Exempt Bonds, commencing January 1, 2015 (or on such other date as set forth in the Purchase Contract). The denominations may not be changed without the District's consent.

The initial sale of the Bonds shall be limited to Qualified Investors. The Bonds may not be transferred unless: (i) in authorized denominations; (ii) any transferee is a Qualified Investor; and (iii) any transferee that provides the Registrar (as hereinafter defined) with a completed Certificate of Qualified Investor, as the case may be, each in the form included with the form of the Tax-Exempt Bonds attached hereto as *Exhibit A*, and each of which is incorporated herein by reference. For the purposes of the Bonds, "Qualified Investor" means a

qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities Exchange Commission, who executes the Certificate of Qualified Investor set forth in the form of the Tax-Exempt Bonds attached hereto as *Exhibit A*.

B. <u>Taxable Bonds</u>. The Taxable Bonds shall be dated the date of initial delivery to the Treasurer, shall mature on January 1 or July 1 in some or all of the years 2014 through 2018, inclusive, and shall bear interest from their date to the maturity or earlier redemption of each of the Taxable Bonds, provided that the yield (as determined pursuant to the regulations of the Code), shall not exceed 2.0%. The Taxable Bonds shall be classified as "Class B" Bonds for all purposes of Arizona Revised Statutes, Title 15, Chapter 4, Article 5, and Chapter 9, Article 7.

The principal amount maturing in each year, the interest rates applicable to each maturity, the optional and mandatory redemption provisions and any other final terms of the Taxable Bonds shall be as set forth in the Purchase Agreement and approved by the President or any other member of the Board, such approval shall be evidenced by the execution and delivery of the Purchase Agreement. The Taxable Bonds shall be issued in denominations of \$100,000 or greater and shall be issued in fully registered form. Initially, the Bonds shall be issued as fully registered bonds registered in the name of the Treasurer. Interest on the Bonds shall be payable semiannually on each January 1 and July 1 (each an Interest Payment Date) during the term of the Bonds, commencing January 1, 2015 (or on such other date as set forth in the Purchase Agreement). The denominations may not be changed without the District's consent

Principal of the Taxable Bonds shall be payable, when due, upon surrender of such Taxable Bond, at the designated office of the Treasurer (acting as the "Taxable Bond Registrar" and "Taxable Bond Paying Agent").

Notwithstanding any other provisions of this resolution, so long as the Taxable Bonds are owned by the Treasurer, or any other entity for which such Treasurer acts as Treasurer, the Treasurer may without notice to the District set off any amount of interest that has come due or principal that has matured, from the District's debt service account.

C. Registration of Tax-Exempt Bonds. The Registrar's registration books shall show the registered owners of the Tax-Exempt Bonds (collectively, the owner or owners of the Tax-Exempt Bonds as shown on the Registrar's registration books shall be referred to as "Owner" or "Owners"). The Tax-Exempt Bonds shall be administered by the Registrar in a manner which assures against double issuance and provides a system of transfer of ownership on the books of the Registrar in the manner set forth in the Tax-Exempt Bonds. The District recognizes that Section 149(a) of the Code requires the Tax-Exempt Bonds to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation under laws in force at the time the Tax-Exempt Bonds are delivered. In this connection, the District agrees that it will not take any action to permit the Tax-Exempt Bonds to be issued in, or converted into bearer or coupon form.

D. <u>Payment of Tax-Exempt Bonds</u>. Interest on the Tax-Exempt Bonds shall be payable on each Interest Payment Date by check mailed to the Owner thereof at the Owner's address all as shown on the registration books maintained by the Registrar as of the close of business of the Registrar on the fifteenth (15th) day of the month preceding an Interest Payment Date (the "Record Date").

Principal of the Tax-Exempt Bonds shall be payable, when due, only upon presentation and surrender of the Tax-Exempt Bonds at the designated corporate trust office of the Paying Agent (as defined hereafter) for the Tax-Exempt Bonds. Upon written request of a registered owner of at least \$1,000,000 in principal amount of Tax-Exempt Bonds not less than twenty (20) days prior to an Interest Payment Date, all payments of interest and, if adequate provision for surrender is made, principal shall be paid by wire transfer in immediately available funds to an account within the United States of America designated by such Owner.

E. <u>Other Terms</u>. The Tax-Exempt Bonds and the Taxable Bonds, if issued, shall have such other terms and provisions as are set forth in <u>Exhibit A</u> and <u>Exhibit B</u> hereto, respectively, and shall be sold under the terms and conditions set forth in the Purchase Contract and the Purchase Agreement, respectively.

#### Section 3. Prior Redemption.

- A. <u>Optional Redemption</u>. The Tax-Exempt Bonds may be subject to optional redemption as set forth in the Purchase Contract.
- B. <u>Mandatory Redemption</u>. The Tax-Exempt Bonds may be subject to mandatory redemption as set forth in the Purchase Contract.

Whenever Tax-Exempt Bonds subject to mandatory redemption are purchased, redeemed (other than pursuant to mandatory redemption) or delivered by the District to the Registrar for Tax-Exempt Bonds for cancellation, the principal amount of the Tax-Exempt Bonds so retired shall satisfy and be credited against the mandatory redemption requirements for such Tax-Exempt Bonds for such years as the District may direct.

#### C. Notice of Redemption.

- (1) Notice of redemption of any Bond will be mailed to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the registrar not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of any registered owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.
- (2) Notice of any redemption for the Tax-Exempt Bonds will also be sent to the Municipal Securities Rulemaking Board (the "MSRB"), currently through the MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB, but no defect

in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

- (3) If moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the District, the Treasurer or by a Paying Agent prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect.
- D. <u>Effect of Call for Redemption</u>. On the date designated for redemption by notice given as herein provided, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, and, if moneys for payment of the redemption price are held in separate accounts by the Paying Agent or Taxable Bond Paying Agent, as applicable, for the Bonds, interest on such Bonds or portions of such Bonds so called for redemption shall cease to accrue, such Bonds shall cease to be entitled to any benefit or security hereunder and the registered owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof and such Bonds shall be deemed paid and no longer outstanding.
- E. Redemption of Less Than All of a Bond. The District may redeem an amount which is included in a Bond in the denomination in excess of, but divisible by, \$5,000. In that event, the registered owner shall submit the Bond for partial redemption and the Paying Agent or Taxable Bond Paying Agent, as applicable, for the Bonds shall make such partial payment and the Registrar or Taxable Bond Registrar, as applicable, of the Bonds shall cause to be issued a new Bond in a principal amount equal to the unpaid amount remaining on such Bond after the redemption to be authenticated and delivered to the registered owner thereof.
- Section 4. Security. For the purpose of paying the principal of, interest on and costs of administration of the registration and payment of the Bonds, there shall be levied on all the taxable property in the District a continuing, direct, annual, ad valorem tax sufficient to pay all such principal, interest and costs of administration for the Bonds as the same becomes due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes are levied, assessed and collected. The proceeds of the taxes shall be kept in a special fund entitled the Debt Service Fund of the District and shall be used only for the payment of principal, interest, premium, if any, or costs as above-stated. If for any reason, the amount on deposit in the District's Debt Service Fund is insufficient to pay on the date of payment, the principal, interest and premium, if any, due on the Bonds, the District hereby authorizes the Treasurer to pay such deficiency from any District funds lawfully available therefor.
- Section 5. <u>Use of Proceeds</u>. Upon the delivery of and payment for the Bonds in accordance with the terms of their sale, the net proceeds from the sale of the Bonds, after payment of the expenses of issuance, shall be set aside and deposited by the Treasurer in a separate fund entitled the Bond Building Fund of the District.

The proceeds of the Bonds shall be expended only for the purpose set forth in the ballot and voter pamphlet used at the Election wherein issuance of the Bonds was approved

(except for such changes allowed by law) and to pay the costs of issuance of the Bonds and the cost of a bond insurance premium, if applicable. Any premium received from the sale of the Bonds shall be used to pay the financial advisor's compensation and any other costs of issuance lawfully payable from such proceeds.

Section 6. Form of Bonds. Pursuant to A.R.S. § 35-491, a fully registered bond form is adopted as an alternative to the form of bond provided in A.R.S. § 15-1023. The Tax-Exempt Bonds shall be in substantially the form of Exhibit A and the Taxable Bonds shall be in substantially the form of Exhibit B, each as attached hereto and incorporated by reference herein, with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby or by the Purchase Contract or the Purchase Agreement and are approved by those officers executing the Bonds; execution thereof by such officers shall constitute conclusive evidence of such approval.

The Bonds may have notations, legends or endorsements required by law, securities exchange rule or usage. Each Bond shall show both the date of the issue and the date of such Bond's authentication and registration. The Tax-Exempt Bonds are prohibited from being converted to coupon or bearer form without the consent of the Board and approval of bond counsel.

#### Section 7. Execution of Bonds and Other Documents.

A. <u>Bonds</u>. The Bonds shall be executed for and on behalf of the District by its President by manual or facsimile signature. If an officer whose signature is on a Bond no longer holds that office at the time the Bond is authenticated and registered, such Bond shall nevertheless be valid.

A Tax-Exempt Bond shall not be valid or binding until authenticated by the manual signature of an authorized representative of the Registrar of the Tax-Exempt Bonds. The signature of the authorized representative of the Registrar of the Tax-Exempt Bonds shall be conclusive evidence that such Tax-Exempt Bond has been authenticated and issued pursuant to this resolution.

A Taxable Bond shall not be valid or binding until authenticated by the manual signature of an authorized representative of the Treasurer. The signature of the authorized representative of the Treasurer shall be conclusive evidence that such Taxable Bond has been authenticated and issued pursuant to this resolution.

B. <u>Purchase Contract</u>. The form of the Purchase Contract, as approved by the Superintendent or Business Services Director of the District, may be executed by the President or any member of this Board on behalf of the District. The Superintendent, Business Services Director of the District, the President or any member of the Board shall cause the Purchase Contract to be completed to reflect the terms of the Tax-Exempt Bonds, including the price at which the Tax-Exempt Bonds are sold and provisions for original issue premium or original issue discount with respect thereto. The execution and delivery of the Purchase Contract as completed shall be conclusive evidence of such approval of the final terms and provisions.

- C. <u>Purchase Agreement</u>. The form of the Purchase Agreement, as presented to this Board and on file with the District, is hereby approved and the President or any member of this Board is hereby authorized to execute the Purchase Agreement on behalf of the District. The Superintendent, Business Services Director of the District, the President or any member of the Board shall cause the Purchase Agreement to be completed to reflect the terms of the Taxable Bonds, including the price at which the Taxable Bonds are sold and provisions for original issue premium or original issue discount with respect thereto. The execution and delivery of the Purchase Agreement as completed shall be conclusive evidence of such approval of the final terms and provisions.
- D. <u>Agreement</u>. The Agreement between the District and the Treasurer, substantially in the form as presented to this Board and on file with the District is approved and the President of this Board or any member of this Board is authorized to execute and deliver such Agreement at the time the Taxable Bonds are initially registered.
- E. Registrar Contract. The form of registrar's contract concerning duties of the Registrar and Paying Agent of the Tax-Exempt Bonds, in substantially the form submitted to and on file with the Board, is hereby approved and the President, any member of this Board, the Superintendent or the Business Services Director of the District is hereby directed to execute such contract on behalf of the District with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing the documents and cause such contract to be delivered. Execution by any such officer shall constitute conclusive evidence of such approval.

Section 8. Mutilated, Lost or Destroyed Bonds. In case any Bond becomes mutilated or destroyed or lost, the District shall cause to be executed, authenticated and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of the mutilated Bond or in lieu of and in substitution for the Bond destroyed or lost, upon the registered owner's paying the reasonable expenses and charges of the District in connection therewith and, in the case of the Bond destroyed or lost, filing with the respective Registrar and the Treasurer that such Bond was destroyed or lost, and furnishing the respective Registrar and the Treasurer with a sufficient indemnity bond pursuant to A.R.S. § 47-8405.

<u>Section 9</u>. <u>Acceptance of Offer; Sale of Bonds; Approval</u>. The Board hereby delegates to the Superintendent and the Business Services Director the authority to accept any offer by the Treasurer or Private Investor to purchase the Bonds within the parameters set forth in this resolution in accordance with the terms of the respective proposal.

The President of this Board is hereby authorized and directed to cause the Bonds to be delivered to or upon the order of the Treasurer or the Private Investor as the case may be, upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of the sale. When the final terms of the Bonds are known, the respective Purchase Contract or Purchase Agreement shall be finalized. The Superintendent or the Business Services Director or President or any member of the Board are authorized and

directed to cause the respective Purchase Contract or Purchase Agreement to be completed and executed; provided, however, that the parameters of this resolution shall govern the respective Purchase Contract or Purchase Agreement and neither the Superintendent nor the Business Services Director is authorized to insert any terms or conditions which would be contrary to this resolution. Upon the completion, execution and delivery of the respective Purchase Agreement or Purchase Contract, the Taxable Bonds or the Tax-Exempt Bonds are ordered sold to the Treasurer or Private Investor, respectively.

The Treasurer is hereby authorized and directed to receive payment for the Bonds in accordance with the terms of the respective Purchase Contract or Purchase Agreement. Any other provisions of this resolution to the contrary notwithstanding, the Bonds shall not be sold for a total amount that is less than the aggregate par amount of all of the Bonds so sold and no premium on the Bonds shall exceed the net premium permitted by A.R.S. § 15-1024.

Section 10. Registrar and Paying Agent for the Tax-Exempt Bonds and Taxable Bond Registrar and Taxable Bond Paying Agent. The District shall maintain an office or agency where the Owners of the Tax-Exempt Bonds shall be recorded in the registration books and the Tax-Exempt Bonds may be presented for registration or transfer (such entity performing such function shall be the "Registrar"). The District shall maintain an office or agency where the Tax-Exempt Bonds may be presented for payment (such entity performing such function shall be the "Paying Agent"). The Tax-Exempt Bonds shall be paid by the Paying Agent in accordance with Section 2D of this resolution. The District may appoint one or more co-Registrars or one or more additional Paying Agents. The Registrar and Paying Agent for the Tax-Exempt Bonds may make reasonable rules and set reasonable requirements for their respective functions with respect to the Owners of the Tax-Exempt Bonds.

The Superintendent or Business Services Director shall solicit pricing quotes to act as Registrar and Paying Agent with respect to the Tax-Exempt Bonds and shall select a Registrar and Paying Agent with respect to the Tax-Exempt Bonds in the best interests of the District. The District may change the Registrar or Paying Agent without notice to or consent of Owners of the Tax-Exempt Bonds and the District may act in any such capacity.

Initially, the Treasurer is appointed to act as the Taxable Bond Registrar and the Taxable Bond Paying Agent with respect to the Taxable Bonds. The District or the Treasurer may change the Taxable Bond Registrar or Taxable Bond Paying Agent without notice to or consent of owners of the Taxable Bonds and the District may act in any such capacity.

Each Paying Agent or Taxable Bond Paying Agent, as applicable, shall be required to agree in writing that the Paying Agent or Taxable Bond Paying Agent, as applicable, shall hold in trust for the benefit of the registered owners of the Bonds all moneys held by the Paying Agent or Taxable Bond Paying Agent, as applicable, for the payment of principal of and interest and any premium on the Bonds.

The Registrar may appoint an authenticating agent acceptable to the District to authenticate the Tax-Exempt Bonds. An authenticating agent may authenticate the Tax-Exempt Bonds whenever the Registrar may do so. Each reference in this resolution to authentication by

the Registrar includes authentication by an authenticating agent acting on behalf and in the name of the Registrar and subject to the Registrar's direction.

The Registrar shall keep a separate register for the Tax-Exempt Bonds. When the Tax-Exempt Bonds are presented to the Registrar or a co-registrar with a request to register transfer, the Registrar shall register the transfer on the registration books if its requirements for transfer are met and shall authenticate and deliver one or more Tax-Exempt Bonds registered in the name of the transferee of the same principal or payment amount, maturity or payment date and rate of interest as the surrendered Tax-Exempt Bonds. All transfer fees and costs shall be paid by the transferor.

The Registrar with respect to the Tax-Exempt Bonds may, but shall not be required to, transfer or exchange any Tax-Exempt Bonds during the period commencing on the Record Date to and including the respective Interest Payment Date. The Registrar may but need not register the transfer of a Tax-Exempt Bond which has been selected for redemption and need not register the transfer of any Tax-Exempt Bond for a period of fifteen (15) days before a selection of Tax-Exempt Bonds to be redeemed; if the transfer of any Tax-Exempt Bond which has been called or selected for call for redemption in whole or in part is registered, any notice of redemption which has been given to the transferor shall be binding upon the transferee and a copy of the notice of redemption shall be delivered to the transferee along with the Tax-Exempt Bond or Tax-Exempt Bonds. If the Registrar transfers or exchanges Tax-Exempt Bonds within the period referred to above, interest on such Tax-Exempt Bonds shall be paid to the person who was the Owner at the close of business of the Registrar on the Record Date as if such transfer or exchange had not occurred.

The Registrar or the Taxable Bond Registrar shall authenticate Bonds for original issue up to \$5,000,000 in aggregate principal amount upon the written request of the Treasurer. The aggregate principal amount of Bonds outstanding at any time may not exceed that amount except for replacement Bonds as to which the requirements of the Registrar, the Taxable Bond Registrar and the District are met.

Section 11. Resolution a Contract. This resolution shall constitute a contract between the District and the registered owners of the Bonds and shall not be repealed or amended in any manner which would impair, impede or lessen the rights of the registered owners of the Bonds then outstanding. The performance by the Board of the obligations in this resolution and in the Bonds and the Purchase Agreement or Purchase Contract is hereby authorized and approved.

Section 12. Tax Covenant. In consideration of the purchase and acceptance of the Tax-Exempt Bonds by the Owners thereof and, as authorized by Arizona Revised Statutes, Title 35, Chapter 3, Article 7, and in consideration of retaining the exclusion of interest income on the Tax-Exempt Bonds from gross income for federal income tax purposes, the Board covenants with the Owners from time to time of the Tax-Exempt Bonds to neither take nor fail to take any action which action or failure to act is within its power and authority and would result in interest income on the Tax-Exempt Bonds becoming subject to inclusion as gross income for

federal income tax purposes under either laws existing on the date of issuance of the Tax-Exempt Bonds or such laws as they may be modified or amended.

The President, any member of the Board, the Superintendent or the Business Services Director of the District is authorized to execute and deliver all closing documents incorporating the District's representations necessary to exclude the interest on the Tax-Exempt Bonds from gross income for federal income tax purposes and other matters pertaining to the sale of the Tax-Exempt Bonds as required by bond counsel. The District's Business Services Director of Business Operations, the Treasurer or a partner of Gust Rosenfeld P.L.C., bond counsel to the District ("Bond Counsel"), is authorized to execute and file on behalf of the District information reporting returns and to file or deliver such other information as may be required by Section 149(e) of the Code.

The Board further authorizes the employment of such experts and consultants to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with Section 148(f) of the Code. The President, any member of the Board, the Superintendent or Business Services Director of the District are authorized to make any applicable elections necessary to avoid the rebate to the federal government of certain of the investment earnings attributable to the Tax-Exempt Bonds.

The District shall comply with such requirements and shall take any such actions as in the opinion of Bond Counsel are necessary to prevent interest income on the Tax-Exempt Bonds from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements to be prepared by Bond Counsel; to pay to the United States of America any required amounts representing yield reduction payments or rebates of arbitrage profits relating to the Tax-Exempt Bonds; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys relating to the Tax-Exempt Bonds; and limiting the use of the proceeds of the Tax-Exempt Bonds and property financed thereby.

The Board hereby authorizes the Business Services Director, or his or her designee, to represent and act for the District in all matters pertaining to the District's tax-exempt bonds, as may be necessary to comply, on a continuing basis, with the Internal Revenue Service, Securities Exchange Commission and other governmental entities requests, reporting requirements and post issuance compliance policies and matters.

#### Section 13. Certifications. The District certifies as follows:

- A. The District is a governmental unit with general taxing powers;
- B. No bond which is a part of the Tax-Exempt Bonds to be issued in accordance with this resolution is a private activity bond as defined in Section 141 of the Code; and

C. Ninety-five percent (95%) or more of the net proceeds of the Tax-Exempt Bonds are to be used for local government activities (i.e., school facilities) of the District.

The officers of the District charged with issuing the Tax-Exempt Bonds shall determine if the facts and conclusions stated in this Section are correct as of the date of issuance of the Tax-Exempt Bonds and, if correct, are authorized and directed to execute a certificate to that effect and cause the same to be delivered to the initial purchaser of the Tax-Exempt Bonds.

Section 14. Qualified Tax-Exempt Obligations. In the event the Superintendent or the President of the Board determines that the District reasonably expects to issue less than \$10,000,000 in principal amount of tax-exempt obligations in this calendar year, the District hereby designates the Tax-Exempt Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. The President of the Board, the Superintendent or the Business Services Director shall certify in the closing certificates for the Tax-Exempt Bonds that it is reasonably anticipated that the aggregate amount of qualified tax-exempt obligations (as defined in Section 265(b)(3)(B) of the Code) which shall be issued for or by the District in the current calendar year shall not exceed \$10,000,000.

Section 15. Investment of Moneys. Pursuant to A.R.S. §§ 15-1024 and 15-1025, subject to the provisions of Section 12 hereof for the Tax-Exempt Bonds, this resolution shall be construed as a request and continuing consent of this Board to invest moneys in the Debt Service Fund established for the Bonds and the proceeds of the Bonds deposited in the Bond Building Fund pending use, in (i) any of the securities allowed by A.R.S. § 15-1025 and (ii) the local government investment pool established under A.R.S. § 35-326, so long as the pool only invests in securities allowed by A.R.S. § 15-1025. This resolution shall constitute the continuing consent of this Board to such investment and no further annual consent need be given; provided, however, that the District, acting through its Superintendent or Business Services Director, may at any time provide written investment instructions to the Treasurer during any fiscal year and the Treasurer, to the extent such investments are lawful, is hereby directed to invest the moneys designated in the written instructions in the investments set forth in such instructions.

Section 16. Ratification of Actions. All actions of the officers and agents of the District which conform to the purposes and intent of this resolution and which further the issuance and sale of the Bonds as contemplated by this resolution whether heretofore or hereafter taken are hereby ratified, confirmed and approved. The proper officers and agents of the District are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the District as may be necessary to carry out the terms and intent of this resolution.

This Board hereby acknowledges Bond Counsel's representation of the Financial Advisor in matters not involving the District or the Bonds and hereby consents to the representation of the District in the matters set forth in this resolution.

<u>Section 17</u>. <u>Severability</u>. If any section, paragraph, subdivision, sentence, clause or phrase of this resolution is for any reason held to be illegal, invalid or unenforceable,

such decision shall not affect the validity of the remaining portions of this resolution. The Board hereby declares that it would have adopted this resolution and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this resolution may be held illegal, invalid or unenforceable.

Section 18. Bond Insurance or Credit Enhancement. The Superintendent or the Business Services Director of the District or the President or any member of the Board are hereby authorized and directed to purchase municipal bond insurance, surety bonds or other credit enhancement as may be deemed appropriate and beneficial to the District by the Business Services Director and to enter into any obligations or agreements on behalf of the District to repay amounts paid thereon by the providers thereof and pay any delinquent interest at a rate not to exceed the yield set forth above. The Treasurer is hereby authorized to expend or cause to be expended Bond proceeds for the purchase of bond insurance or other credit enhancement for the Bonds or the Treasurer may receive an acknowledgement from the Private Investor or the Placement Agent that the premium or purchase price for the bond insurance or other credit enhancement has been paid from Bond proceeds as a portion of the purchase price of the Bonds.

**PASSED, ADOPTED AND APPROVED** by the Governing Board of Washington Elementary School District No. 6 of Maricopa County, Arizona, on April 10, 2014.

Pre	esident	

#### EXHIBIT A

RESTRICTIONS ON TRANSFER. THIS BOND MAY BE TRANSFERRED ONLY IN WHOLE AND ONLY TO A "QUALIFIED INVESTOR," AS SUCH TERM IS DEFINED IN RULE 144A OF THE SECURITIES ACT OF 1933, AS AMENDED, OR AN ACCREDITED INVESTOR (EXCLUDING NATURAL PERSONS) AS DEFINED IN RULE 501 OF REGULATION D OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, WHO EXECUTES THE ATTACHED CERTIFICATE OF QUALIFIED INVESTOR.

Number: R		De	enomination:
	OF MARICOP SCHOOL IM	NTARY SCHOOL DISTRICT PA COUNTY, ARIZONA, IPROVEMENT BOND, IAX-EXEMPT SERIES C (20	
Interest Rate	Maturity Date	Original Dated Date	CUSIP No.
%	1,	, 2014	***************************************
Registered Owner:			
Principal Amount:	AND N	O/100 DOLLARS (\$0	00)
ARIZONA (the "Dis registered assigns as a to pay interest on the	trict"), for value received, here		ed owner identified above, or
Interest is pa	ayable on January 1 and July date to which interest has been Interest will be computed on	of each year commencingen paid, or, if no interest has been the basis of a year comprised of 3	paid, from the original dated
payments and princip		ayable in lawful money of the Unite beriodic principal and interest payment date.	
	Date" for this bond will be the interest payment date.	ne close of business of the registrar	on the fifteenth (15 <sup>th</sup> ) day of
the State of Arizona a occurred and have be indebtedness of the D of Arizona, and that of	to exist, to occur and to be per been performed and that the district, is within every debt and the provision has been made for perty in the District for the pa	nditions, acts and things required by formed precedent to and in the issue series of bonds of which this is dother limit prescribed by the Control of the levy and collection of a direct ayment of this bond and of the interpretation.	uance of this bond exist, have one, together with all other stitution and laws of the State , annual, ad valorem tax upon
		eral obligation bonds in the agg t, maturity date, redemption provisi	

issued by the District to provide funds to make certain school improvements within the District, pursuant to a resolution of the Governing Board of the District duly adopted prior to the issuance hereof (the "Resolution"), and pursuant to the Constitution and laws of the State of Arizona relative to the issuance and sale of school district bonds, and all amendments thereto, and all other laws of the State of Arizona thereunto enabling.

For the punctual payment of this bond and the interest hereon and for the levy and collection of ad valorem taxes on all taxable property within the District sufficient for that purpose, the full faith and credit of the District are hereby irrevocably pledged.

This bond may be transferred only in whole and only to a "qualified investor," which means a qualified institutional buyer, as such term is defined in Rule 144A, of the Securities Act of 1933, as amended or an accredited investor (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities Exchange Commission, who executes a Certificate of Qualified Investor in the form attached hereto as Exhibit I, and who agrees to comply with all applicable federal and state securities laws. This bond may be transferred on the registration books upon delivery hereof to the Registrar, which on the original issue date is the Treasurer of Maricopa County, Arizona, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Registrar, duly executed by the registered owner of this bond, or his or her attorney-in-fact or legal representative, containing written instructions as to the details of the transfer. No transfer of this Bond shall be effective until entered on such registration books.

The District, the registrar and the paying agent may treat the registered owner of this bond as the absolute owner for the purpose of receiving principal and interest and for all other purposes and none of them shall be affected by any notice to the contrary.

The District has caused this bond to be executed by the President of its Governing Board, which signature may be a facsimile signature. This bond is not valid or binding upon the District without the manually affixed signature of an authorized representative of the registrar. This bond is prohibited from being issued in coupon or bearer form without the consent of the Governing Board of the District, and the occurrence of certain other conditions.

140.001	MARICOPA COUNTY, ARIZONA
	President, Governing Board

WASHINGTON ELEMENTARY SCHOOL DISTRICT

DATE OF AUTHENTICATION AND REGISTRA	TION:
AUTHENTIC	CATION CERTIFICATE
	mentary School District No. 6 of Maricopa County, Arizona, Exempt Series C (2014), described in the Resolution mentioned
, as Registrar	
Authorized Representative	
(INSERT INSURANCE ST	TATEMENT HERE, IF APPLICABLE)
FORM	OF ASSIGNMENT
The following abbreviations, when used in full according to applicable laws or regulations:	this bond, shall be construed as though they were written out in
TEN COM - as tenants in common TEN ENT - as tenants by the entireties JT TEN - as joint tenants with right of survivorship and not as tenants in common	UNIF GIFT/TRANS MIN ACT Custodian (Cust) (Minor) under Uniform Gifts/Transfers to Minors Act (State)
Additional abbreviations m	ay also be used though not in list above
<u>A</u>	SSIGNMENT
FOR VALUE RECEIVED the undersigned	hereby sells, assigns and transfers unto
the within bond and all rights thereunder, and	Address of Transferee) hereby irrevocably constitutes and appoints, attorney to transfer the within bond on the books kept for n the premises.
Dated	

	Note: The signature(s) on this assignment must correspond with
Firm or Bank	the name(s) as written on the within registered bond in every particular without alteration or enlargement or any change whatsoever.
Authorized Signature	
Signature guarantee should be made by a guarantor	
institution	
participating in the Securities Transfer Agents Medallion	
Program or in such other program acceptable to the Registrar	

ALL FEES AND TRANSFER COSTS SHALL BE PAID BY THE TRANSFEROR

#### Exhibit I

#### **Certificate of Qualified Investor**

WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6 OF MARICOPA COUNTY, ARIZONA

NO. 0 OF MAIGCOLA	COONTT, AMZC	ANA
,	, as Registrar	
Re:		Washington Elementary School District No. 6 of Maricopa County, Improvement Bonds, Project of 2010, Tax-Exempt Series C (2014)
captioned Bonds (herein original aggregate princi	ectly or as benefician nafter referred to a ipal amount of \$	d that the undersigned is a Qualified Investor (as hereinafter defined) and all owner in case the Bonds are held by a securities depository, one of the is the "Bonds"), such Bond, or beneficial interest therein, being in the, bearing the number Such purchase is solely for roose of investment and not with an intent for or view to distribution or
County, Arizona (the "Resolution"). The un Resolution, a transferee	rovisions of the Re "District") authori ndersigned underst shall be a Qualifie	the undersigned transfers such Bond or any part thereof, the undersigned esolution of Washington Elementary School District No. 6 of Maricopa izing the issuance of the Bonds, adopted on April 10, 2014 (the ands that, unless the transfer restrictions terminate pursuant to the d Investor (as defined below), and must sign a letter in the form of this before any transfer of any Bond to such transferee will be registered.
	of the Securities Acule 501 of Regulati	I acknowledges that it is a qualified institutional buyer, as such term is ct of 1933, as amended, or an accredited investor (other than a natural ion D of the United States Securities Exchange Commission) (either of ").
1933, as amended, in renot being registered or coor any other state, (iii) a transfer of the Bonds, of	th the Bonds are a poliance upon certain otherwise qualified the my transfer of the Bor interests therein, a exchange, (vi) the	d understands that: (i) the Resolution authorizing the Bonds and the part, and the Bonds are not being registered under the Securities Act of a exemptions set forth in that Act, (ii) the Resolution, and the Bonds are for sale under the "blue sky" laws and regulations of the State of Arizona Bonds must comply with federal and state securities laws, (iv) any sale or must be to Qualified Investors, (v) the Bonds will not be listed on any Bonds will not carry any bond rating from any rating service, and (vii) stable.
	th respect to any tra	assumes all responsibility for complying with any applicable federal and ansfer of the Bond or an interest therein, and agrees to hold the District liabilities claims, damages or losses resulting directly or indirectly from
such evaluation, the und but not limited to, the s market for the Bonds. I the Bonds and that the	n necessary and has ersigned understood ecurity for, and sou The undersigned ach undersigned is kn	d acknowledges that the undersigned has had an opportunity and has a evaluated the factors associated with its investment decision and after d and knew that investment in the Bonds involved certain risks, including turce for payment of, the Bonds, and the possible lack of any secondary knowledges that it is experienced in transactions such as those relating to nowledgeable and fully capable of independent evaluation of the risks dersigned is not relying on the District in making its decision to purchase

7.	The	undersign	ed a	acknowled	ges	that th	he Di	strict	and	the	respecti	ve of	fficers	, dire	ctors,
council members, advisors	, em	ployees ar	ıd a	gents there	of l	have n	ot un	dertak	en to	o fui	nish, no	r has	the u	nders:	igned
requested, any informatio	n to	ascertain	the	accuracy	or	compl	etenes	ss of	any	info	rmation	that	may	have	been
furnished by any other par-	y.														

8.	This	certificate an	ıd all	rights	and resp	onsibilities	describe	ed in it sha	all be	governed	by, and
interpreted in accordance	with,	the laws of t	he Sta	ate of	Arizona.	The federa	l and sta	te courts	of the	State of	Arizona
shall have sole and exclusi	ive ju	risdiction ov	er any	/ dispi	ute arising	from the p	ourchase	and sale	of the	Bonds.	

[PURCHASER]	 NEW AND PARTY OF THE PARTY OF T	
By	 ***************************************	
Printed Name:	 	
Title:		

#### EXHIBIT B

RESTRICTIONS ON TRANSFER. THIS BOND MAY BE TRANSFERRED ONLY IN WHOLE AND ONLY TO A "QUALIFIED INVESTOR," AS SUCH TERM IS DEFINED IN RULE 144A OF THE SECURITIES ACT OF 1933, AS AMENDED, OR AN ACCREDITED INVESTOR (EXCLUDING NATURAL PERSONS) AS DEFINED IN RULE 501 OF REGULATION D OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, WHO EXECUTES THE ATTACHED CERTIFICATE OF QUALIFIED INVESTOR.

Denomination:

	OF MARICOP SCHOOL IM	NTARY SCHOOL DISTRIC A COUNTY, ARIZONA, PROVEMENT BOND, TAXABLE SERIES C (201	
	Interest Rate	Maturity <u>Date</u>	Original Dated Date
	%	1, 20	, 2014
Registered Owner	: TREASURER, MARICOPA	COUNTY, ARIZONA	
Principal Amount:	AND N	O/100 DOLLARS (\$0	00)
ARIZONA (the "registered assigns to pay interest on the This bond holder hereof.  Interest in	District"), for value received, here as provided herein, on the maturit the unpaid principal amount at the d is not subject to redemption prior apayable on January 1 and July	or to its stated maturity date without  1 of each year commencing	ed owner identified above, or all amount set forth above, and the consent of the registered
date set forth above		en paid, or, if no interest has been the basis of a year comprised of 3	
payments and prin		nyable in lawful money of the Unite eriodic principal and interest payment or principal payment date.	
	ord Date" for this bond will be thing an interest payment date.	ne close of business of the registrar	on the fifteenth (15 <sup>th</sup> ) day of
the State of Arizo occurred and hav	na to exist, to occur and to be per e been performed and that the	nditions, acts and things required by formed precedent to and in the issues series of bonds of which this is d other limit prescribed by the Con-	nance of this bond exist, have one, together with all other

due, unlimited as to rate or amount.

Number: R-\_\_\_\_

of Arizona, and that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon all of the taxable property in the District for the payment of this bond and of the interest hereon as each becomes

This bond is one of a series of general obligation bonds in the aggregate principal amount of \$\_\_\_\_\_\_ of like tenor except as to amount, maturity date, redemption provisions, interest rate and number, issued by the District to provide funds to make certain school improvements within the District, pursuant to a resolution of the Governing Board of the District duly adopted prior to the issuance hereof (the "Resolution"), and pursuant to the Constitution and laws of the State of Arizona relative to the issuance and sale of school district bonds, and all amendments thereto, and all other laws of the State of Arizona thereunto enabling.

For the punctual payment of this bond and the interest hereon and for the levy and collection of ad valorem taxes on all taxable property within the District sufficient for that purpose, the full faith and credit of the District are hereby irrevocably pledged.

The registrar or paying agent may be changed by the District or the Treasurer of Maricopa County, Arizona without notice.

This bond may be transferred only in whole and only to a "qualified investor," which means a qualified institutional buyer, as such term is defined in Rule 144A, of the Securities Act of 1933, as amended or an accredited investor (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities Exchange Commission, who executes a Certificate of Qualified Investor in the form attached hereto as Exhibit I, and who agrees to comply with all applicable federal and state securities laws. This bond may be transferred on the registration books upon delivery hereof to the Registrar, which on the original issue date is the Treasurer of Maricopa County, Arizona, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Registrar, duly executed by the registered owner of this bond, or his or her attorney-in-fact or legal representative, containing written instructions as to the details of the transfer. No transfer of this Bond shall be effective until entered on such registration books.

The District, the registrar and the paying agent may treat the registered owner of this bond as the absolute owner for the purpose of receiving principal and interest and for all other purposes and none of them shall be affected by any notice to the contrary.

The District has caused this bond to be executed by the President of its Governing Board, which signature may be a facsimile signature. This bond is not valid or binding upon the District without the manually affixed signature of an authorized representative of the registrar. This bond is prohibited from being issued in coupon or bearer form without the consent of the Governing Board of the District, and the occurrence of certain other conditions.

### WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6 OF MARICOPA COUNTY, ARIZONA

Activities	President, Governing Board
DATE OF AUTHENTICATION AND REGISTRATION:	

#### **AUTHENTICATION CERTIFICATE**

This bond is one of the Washington Elementary School District No. 6 of Maricopa County, Arizona, School Improvement Bonds, Project of 2010, Taxable Series C (2014), described in the Resolution mentioned herein.

TREASURER OF MARICOPA COUNTY, ARIZONA, as Registrar	
Authorized Representative	
(INSERT INSURANCE ST	ATEMENT HERE, IF APPLICABLE)
<u>FORM</u>	OF ASSIGNMENT
The following abbreviations, when used in though they were written out in full according to app	the inscription on the face of this bond, shall be construed a blicable laws or regulations:
TEN COM - as tenants in common TEN ENT - as tenants by the entireties JT TEN - as joint tenants with right of survivorship and not as tenants in common	UNIF GIFT/TRANS MIN ACT- Custodian (Minor) under Uniform Gifts/Transfers to Minors Act (State)
	ay also be used though not in list above  SSIGNMENT
FOR VALUE RECEIVED the undersigned	hereby sells, assigns and transfers unto
the within bond and all rights thereunder, and	, attorney to transfer the within bond on the books kept fo
Dated	
	Note: The signature(s) on this assignment must correspond with the name(s) as written on the within registered bond in every particular without alteration or enlargement or any change whatsoever.
Signature Guaranteed:	W. A. C.
Firm or Bank	
Authorized Signature The signature(s) should be guaranteed by an eligible guarantor institution pursuant to SEC Rule 17Ad-15	

ALL FEES AND TRANSFER COSTS SHALL BE PAID BY THE TRANSFEROR

#### Exhibit I

#### **Certificate of Qualified Investor**

WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6 OF MARICOPA COUNTY, ARIZONA

, as Registrar
Re: \$ Washington Elementary School District No. 6 of Maricopa County, Arizona, School Improvement Bonds, Project of 2010, Taxable Series C (2013)
1. Please be advised that the undersigned is a Qualified Investor (as hereinafter defined) and is purchasing, either directly or as beneficial owner in case the Bonds are held by a securities depository, one of the captioned Bonds (hereinafter referred to as the "Bonds"), such Bond, or beneficial interest therein, being in the original aggregate principal amount of \$, bearing the number/ Such purchase is solely for the account of the undersigned, for the purpose of investment and not with an intent for or view to distribution or resale.
2. In the event that the undersigned transfers such Bond or any part thereof, the undersigned shall comply with all provisions of the Resolution of Washington Elementary School District No. 6 of Maricopa County, Arizona (the "District") authorizing the issuance of the Bonds, adopted on April 10, 2014 (the "Resolution"). The undersigned understands that, unless the transfer restrictions terminate pursuant to the Resolution, a transferee shall be a Qualified Investor (as defined below), and must sign a letter in the form of this letter and provide such letter to the Trustee before any transfer of any Bond to such transferee will be registered.
3. The undersigned acknowledges that it is a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (other than a natura person) as defined in Rule 501 of Regulation D of the United States Securities Exchange Commission) (either owhich shall constitute a "Qualified Investor").
4. The undersigned understands that: (i) the Resolution authorizing the Bonds and the series of Bonds of which the Bonds are a part, and the Bonds are not being registered under the Securities Act of 1933, as amended, in reliance upon certain exemptions set forth in that Act, (ii) the Resolution, and the Bonds are not being registered or otherwise qualified for sale under the "blue sky" laws and regulations of the State of Arizona or any other state, (iii) any transfer of the Bonds must comply with federal and state securities laws, (iv) any sale of transfer of the Bonds, or interests therein, must be to Qualified Investors, (v) the Bonds will not be listed on any stock or other securities exchange, (vi) the Bonds will not carry any bond rating from any rating service, and (vii) the Bonds are not likely to be readily marketable.
5. The undersigned assumes all responsibility for complying with any applicable federal and state securities laws with respect to any transfer of the Bond or an interest therein, and agrees to hold the Distric harmless for, from and against any and all liabilities claims, damages or losses resulting directly or indirectly from such failure to comply.
6. The undersigned acknowledges that the undersigned has had an opportunity and has obtained all information necessary and has evaluated the factors associated with its investment decision and after such evaluation, the undersigned understood and knew that investment in the Bonds involved certain risks, including but not limited to, the security for, and source for payment of, the Bonds, and the possible lack of any secondary market for the Bonds. The undersigned acknowledges that it is experienced in transactions such as those relating to the Bonds and that the undersigned is knowledgeable and fully capable of independent evaluation of the risk involved in investing in the Bonds. The undersigned is not relying on the District in making its decision to purchase the Bonds.

- 7. The undersigned acknowledges that the District and the respective officers, directors, council members, advisors, employees and agents thereof have not undertaken to furnish, nor has the undersigned requested, any information to ascertain the accuracy or completeness of any information that may have been furnished by any other party.
- 8. This certificate and all rights and responsibilities described in it shall be governed by, and interpreted in accordance with, the laws of the State of Arizona. The federal and state courts of the State of Arizona shall have sole and exclusive jurisdiction over any dispute arising from the purchase and sale of the Bonds.

[PURCHASER]	
Ву	
Printed Name:	
Title:	

#### **AGREEMENT**

#### BETWEEN

#### CHARLES "HOS" HOSKINS, MARICOPA COUNTY TREASURER

#### AND

WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6 OF MARICOPA COUNTY, ARIZONA

#### **AGREEMENT**

#### BETWEEN

# CHARLES "HOS" HOSKINS, MARICOPA COUNTY TREASURER AND WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6 OF MARICOPA COUNTY, ARIZONA

**THIS AGREEMENT** (this "Agreement") made and entered into this \_\_\_\_\_ day of , 2014.

#### WITNESSETH

WHEREAS, the Washington Elementary School District No. 6 of Maricopa County, Arizona, School Improvement Bonds, Project of 2010, Taxable Series C (2014) (the "Bonds") have been, or will be issued by Washington Elementary School District No. 6 of Maricopa County, Arizona (the "District"); and

WHEREAS, contemporaneously with the execution of this Agreement the Treasurer of Maricopa County, Arizona (the "*Treasurer*") will purchase the Bonds through a sale negotiated between the Treasurer and the District; and

WHEREAS, the District has authorized the issuance and sale of the Bonds; and

WHEREAS, in the resolution authorizing the issuance of the such Bonds (the "Bond Resolution") the District authorized execution and delivery of this Agreement; and

WHEREAS, in consideration of the purchase of the Bonds by the Treasurer for and on behalf of the County and other political subdivisions for whom the Treasurer invests money, the District consents and agrees to this Agreement.

#### NOW, THEREFORE, BE IT AGREED BY THE PARTIES HERETO as follows:

Section 1. Authorizations. This Agreement is entered into pursuant to A.R.S. § 11-951. The District's authority and obligation to budget for debt service for the payment of bonds is contained in A.R.S. Title 15, Chapter 9, Article 1. The authority of the Board of Supervisors of Maricopa County to levy taxes for and on behalf of the District the amount of such taxes is contained in A.R.S. § 15-1022.

Section 2. Annual Tax Levy; Set Off. The District hereby agrees to include in its annual budget for each fiscal year commencing in fiscal year 20\_\_-20\_\_ and continuing to, and including fiscal year 20\_\_ - 20\_\_, a sufficient amount to pay the principal and interest on the Bonds coming due on January 1 during said fiscal year and on the July 1 immediately following the conclusion of the respective fiscal year. The minimum annual amounts to be budgeted in each fiscal year are set forth in *Exhibit A* attached hereto. However, prior to June 15<sup>th</sup> of each year the District shall inform the Treasurer in writing or electronically of the amount to be levied during the next fiscal year to pay debt service on all Bonds of the District. The Treasurer may determine that given the existing delinquencies in the collection of such taxes, a larger amount should be levied for any respective fiscal year of the District, and the District agrees to levy such amount as the Treasurer may reasonably determine.

Section 3. The District also agrees that, if there is a shortage in the amount of ad valorem taxes collected for deposit to the District's Debt Service Fund that prevents the District from meeting a scheduled payment of the Bonds and other bonds or lawful long-term obligations of the District, the Treasurer may, pursuant to said A.R.S. § 15-973, use any amount distributed by the State of Arizona or the State Board of Education of Arizona to the District to pay the Bonds which would otherwise default.

Section 4. Federal Income Tax Status of Bonds. In consideration of the purchase and acceptance of the Bonds by the Treasurer and as an acceptance of the Treasurer's offer to purchase the Bonds as Bonds the interest on which is subject to federal income taxes, the Issuer hereby declares the interest on the Bonds is and will be subject to federal income taxes. The District hereby agrees to file the notice required by A.R.S. § 35-501 to be filed with the Department of Revenue as soon as possible after the initial issuance of the Bonds and each year, as required by such provision.

Section 5. Jurisdictional Matters. This Agreement shall commence on 1, 2014 and terminate on July 2, 20\_ if all of the Bonds are then fully paid. If all of the Bonds are not fully paid on or prior to July 2, 20\_, this Agreement shall remain in full force and effect until all of the Bonds and interest thereon are fully paid.

The purpose of this Agreement is to provide for a levy and collection of taxes to pay the Bonds, and all other bonds of the District, as authorized by the Bond Resolution of the Governing Board of the District on April 10, 2014.

The manner of paying the District's obligation hereunder is through the annual levy of ad valorem taxes on all taxable property within the District.

Except as provided in this Section 5 hereof, there is no method incorporated into this Agreement for its termination. Nothing in this Agreement shall relieve any public agency of any obligation or responsibility imposed upon it by law.

Section 6. Registrar and Paying Agent. To simplify the collection and payment of the Bonds, the Treasurer shall act as the registrar and paying agent for the Bonds. The Treasurer will be paid a onetime upfront fee of \$\_\_\_\_\_\_ comprised, of a \$\_\_\_\_\_\_ initial administration fee and \$\_\_\_\_\_\_ a year for five years. The Treasurer shall keep a registration list showing the owner of the Bonds. The Treasurer may pay the principal and interest on the Bonds by directly debiting the District's Debt Service Fund; provided, however, that the Treasurer shall not invade moneys in the Debt Service Fund that are to be used to pay other District bonds. Either the District or the Treasurer may terminate the Treasurer's registrar and paying agent status upon thirty (30) days' notice to the other party.

Section 7. Conflict of Interest. Notice is hereby given that pursuant to A.R.S. § 38-511 the State, its political subdivisions, or any department or agency of either, may within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating a contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agency of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

DATED this c	lay of	, 2014.
		MARICOPA COUNTY TREASURER
AFFIX COUNTY SEAL HERE		
WASHINGTON ELEMENTARY DISTRICT NO. 6 OF MARICOP. COUNTY, ARIZONA		
By:		
Name:Title:		

#### EXHIBIT A

#### ANNUAL LEVIES<sup>1</sup>

DistrictPrincipalInterestTotal DistrictFiscal YearAmountAccountDebt Service Levy

### SOURCES AND USES OF FUNDS BOND PROCEEDS

#### **SOURCES**

Par Amount	\$
Total	<u>\$</u>
USES	
Deposit to Bond Building Fund Cost of Issuance	\$
Total	<u>\$</u>

A reasonable amount shall be added to each annual levy to cover uncollected taxes

# WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6 OF MARICOPA COUNTY, ARIZONA, SCHOOL IMPROVEMENT BONDS, PROJECT OF 2010, TAXABLE SERIES C (2014)

BOND PURCHASE AGREEMENT
, 2014
Governing Board of Washington Elementary School District No. 6 of Maricopa County, Arizona 4650 W. Sweetwater Avenue Glendale, Arizona 85304
Ladies and Gentlemen:
The undersigned, the Maricopa County Treasurer, Maricopa County, Arizona (the "Treasurer"), acting on its own behalf and not acting as fiduciary or agent for you, offers to enter into this Bond Purchase Agreement (the "Bond Purchase Agreement") with Washington Elementary School District No. 6 of Maricopa County, Arizona (the "Issuer") which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Treasurer. This offer is made subject to the Issuer's written acceptance hereof on or before 11:59 p.m., Mountain Standard Time, on, 2014, and, if not so accepted, will be subject to withdrawal by the Treasurer upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Bond Purchase Agreement shall have the same meanings set forth in the Bond Resolution (as defined herein).
1. Purchase and Sale of the Bonds. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein and any certificates or other documents to be delivered to the Treasurer pursuant to this Bond Purchase Agreement, the Treasurer hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Treasurer, all, but not less than all, of the Issuer's \$ aggregate principal amount of School Improvement Bonds, Project of 2010, Taxable Series C (2014) (the "Bonds"). Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer understands, and hereby confirms, that the Treasurer is not acting as a fiduciary of the Issuer, but rather is acting solely in its capacity as Treasurer for its own account. The Treasurer has been duly authorized to execute this Bond Purchase Agreement and to act hereunder.
The principal amount of the Bonds to be issued, the dated date therefor, the maturities, sinking fund and optional redemption provisions, the interest rates per annum and the prices or yields per maturity are set forth in Schedule I hereto. The Bonds shall be as described in, and shall be issued pursuant to the provisions of, the resolution adopted by the Issuer on April 10, 2014 (the "Bond Resolution").
The purchase price for the Bonds shall be \$ (the "Purchase Price"). The Treasurer shall also be reimbursed for its expenses, if any as set forth in paragraph 7 hereof.
The Treasurer will purchase the Bonds for its own account, and without a view to resale.

JTG:jh2 2141095.1 3/24/2014

#### 2. IGA; Filing with Department of Revenue.

At the time of acceptance hereof by the Issuer, the Issuer agrees it shall enter into a written agreement with the Treasurer in substantially the form approved by the District pursuant to the Bond Resolution (the "Agreement")

The Issuer shall file the information required to be submitted to the Arizona Department of Revenue pursuant to Arizona Revised Statutes Section 35-501(B) within sixty (60) days of the date of the Closing.

- 3. Representations, Warranties, and Covenants of the Issuer. The Undersigned, on behalf of the Issuer, but not individually, represents and warrants to and covenants with the Treasurer that:
- (a) The Issuer is a school district of the State of Arizona (the "State") duly created, organized and existing under the Constitution of the State and the laws of the State, and has full legal right, power and authority, and at the date of the Closing will have full legal right, power and authority (i) to enter into, execute and deliver, as applicable, this Bond Purchase Agreement, the Bond Resolution and the Agreement between the Treasurer and the Issuer concerning the Bonds (collectively hereinafter referred to as the "Issuer Documents"), and all documents required hereunder and thereunder to be executed and delivered by the Issuer, (ii) to sell, issue and deliver the Bonds to the Treasurer as provided herein, and (iii) to carry out and consummate the transactions contemplated by the Issuer Documents. The Issuer has complied, and will at the Closing be in compliance in all material respects, with the terms of the Issuer Documents as they pertain to such transactions;
- (b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Bond Resolution and the issuance and sale of the Bonds, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, as applicable, contained in the Bonds and the Issuer Documents, and (iii) the President of the Governing Board to approve the consummation by it of all other transactions contemplated by the Issuer Documents;
- (c) The Issuer Documents constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Bonds, when issued, executed, authenticated, delivered and paid for, in accordance with the Issuer Documents, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Constitution and laws of the State and the Bond Resolution and are secured and payable by a legal, valid and binding levy on all of the taxable property in the Issuer of a direct, annual, ad valorem tax, unlimited as to rate or amount, sufficient to pay the principal of and interest on the Bonds as the same becomes due;
- (d) The Issuer is not in material breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Bonds, the Issuer Documents and the adoption of the Bond Resolution and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a material breach of or default under any constitutional

provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or to which any of its property or assets are otherwise subject nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer from which the Bonds are payable or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Bond Resolution;

- (e) The Issuer has made all required filings with, and has obtained all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents, and the Bonds;
- (f) There is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer after due inquiry, threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the collection of taxes for the payment of principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the Issuer Documents, or contesting the powers of the Issuer or any authority for the issuance of the Bonds, the adoption of the Bond Resolution or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or the Issuer Documents;
- (g) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Bond Resolution;
- (h) The financial statements of, and other financial information regarding the Issuer fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth; prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer, and the Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer; and
- (i) The Issuer has submitted to the Arizona Department of Revenue the information required with respect to previous bond issues, securities and lease-purchase agreements of the Issuer pursuant to Arizona Revised Statutes Section 35-501(B).

#### 4. Closing.

(a) At 8:00 a.m., Mountain Standard Time, on \_\_\_\_\_\_\_\_, 2014, or at such other time and date as shall have been mutually agreed upon by the Issuer and the Treasurer (the "Closing"), the Issuer will, subject to the terms and conditions hereof, deliver the Bonds to the Treasurer duly executed and authenticated, together with the other documents hereinafter mentioned, and the Treasurer will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 of this Bond Purchase Agreement by wire transfer or other funds which are immediately available funds to the order of the Issuer.

- (b) The Bonds shall be delivered as provided in the Bond Resolution. Delivery of the Bonds will be made with the Treasurer, acting as the Registrar.
- Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Treasurer's obligations under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Treasurer:
- (a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;
- (b) The Issuer shall have performed and complied with all agreements and conditions required by this Bond Purchase Agreement to be performed or complied with by it prior to or at the Closing;
- (c) At the time of the Closing, (i) the Issuer Documents and the Bonds shall be in full force and effect in the form heretofore approved by the Treasurer and shall not have been amended, modified or supplemented; and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel to deliver its opinion referred to hereafter;
- (d) At the time of the Closing, all official action of the Issuer relating to the Bonds and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented;
- (e) At or prior to the Closing, the Bond Resolution shall have been duly executed and delivered by the Issuer and the Issuer shall have duly executed and delivered and the Registrar shall have duly authenticated the Bonds;
- (f) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, that in the judgment of the Treasurer, is material and adverse and that makes it, in the judgment of the Treasurer, impracticable to purchase the Bonds;
- (g) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;
- (h) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Bond Purchase Agreement shall be reasonably satisfactory in legal form and effect to the Treasurer;
- (i) At or prior to the Closing, the Treasurer shall have received copies of each of the following documents:

- (1) The Bond Resolution with such supplements or amendments as may have been agreed to by the Treasurer;
- (2) The Agreement executed on behalf of the Issuer by the President of the Governing Board or such other official as may have been agreed to by the Treasurer;
- (3) The approving opinion of Gust Rosenfeld, P.L.C., Bond Counsel ("Bond Counsel") with respect to the Bonds;
- (4) The opinion of Bond Counsel shall also state, substantially to the effect that:
  - (i) the offer and sale of the Bonds shall be exempt from registration under the Securities Act of 1933, as amended, and shall not result in the Bond Resolution being required to be qualified pursuant to the Trust Indenture Act of 1939, as amended;
  - (iii) the Issuer Documents have been duly authorized, executed and delivered by the Issuer and the Treasurer, as applicable, and (assuming due authorization and execution by the other parties thereto) are legal, valid and binding obligations of the respective parties, enforceable in accordance with their terms, subject to customary exceptions for bankruptcy and judicial discretion; and
  - (iv) the Agreement has been duly authorized, executed and delivered by the Issuer and, subject to appropriation to provide for the costs of compliance therewith, is a legal, valid and binding obligation of the Issuer, enforceable in accordance with its terms; subject to customary exceptions;
  - (5) A certificate, dated the date of Closing, of an appropriate representative of the Issuer to the effect that to the best of his or her knowledge (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) no litigation or proceeding or tax challenge against it is pending or, to its knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer. (c) contest the validity, due authorization and execution of the Bonds or the Issuer Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting revenues, including payments on the Bonds, pursuant to the Bond Resolution, and other income or the levy or collection of the taxes pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof; (iii) the Bond Resolution has been duly adopted by the Issuer, is in full force and effect and has not been modified, amended or repealed;
  - (6) A certificate of the Issuer in form and substance satisfactory to Bond Counsel that the interest income on the Bonds is not exempt from federal income taxes, but is exempt from Arizona income taxes;

- (7) Any other certificates and opinions required by the Bond Resolution for the issuance thereunder of the Bonds; and
- (8) Such additional legal opinions, certificates, instruments and other documents as the Treasurer may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's representations and warranties contained herein and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere herein shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Treasurer.

- 6. <u>Termination</u>. The Treasurer shall have the right to cancel their obligation to purchase the Bonds if, between the date of this Bond Purchase Agreement and the Closing, the market price or marketability of the Bonds shall be materially adversely affected, in the sole judgment of the Treasurer, by the occurrence of any of the following:
- (a) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Bond Resolution is no longer exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, is or would be in violation of the federal securities law as amended and then in effect;
- (b) a general suspension of trading in securities on the New York Stock Exchange or the American Stock Exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;
- (c) the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, Treasurer;
- (d) any amendment to the federal or State Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income securities (or interest thereon), or the validity or enforceability of the assessments or the levy of taxes to pay principal of and interest on the Bonds;
- (e) there shall have occurred since the date of this Bond Purchase Agreement any materially adverse change in the affairs or financial condition of the Issuer;

- (f) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise;
- (g) the purchase of and payment for the Bonds by the Treasurer, or the resale of the Bonds by the Treasurer, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

#### 7. Expenses.

(a) The Treasurer shall be under no obligation to pay, and the Issuer shall pay, but only from the proceeds of the sale of the Bonds, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the fees and disbursements of Bond Counsel and Stifel, Nicolaus & Company, Incorporated; (ii) the initial fees and disbursements of the Treasurer acting as the Registrar for the Bonds, provided, however, that the Issuer shall be responsible for all other fees and disbursements of the Registrar for the Bonds; and (iii) reasonable miscellaneous, normally occurring, "out-of-pocket" expenses incurred by the Treasurer in connection with the issuance of the Bonds.

#### (b) Reserved.

- (c) If this Bond Purchase Agreement shall be terminated by the Treasurer because of any failure or refusal on the part of the Issuer to comply with the terms or to fulfill any of the conditions of this Bond Purchase Agreement, or if for any reason the Issuer shall be unable to perform its obligations under this Bond Purchase Agreement, the Issuer will reimburse the Treasurer for all out-of-pocket expenses reasonably incurred by the Treasurer in connection with this Bond Purchase Agreement or the offering contemplated hereunder.
- 8. <u>Cancellation</u>. To the extent applicable by provision of law, all parties acknowledge that this Bond Purchase Agreement is subject to cancellation pursuant to Arizona Revised Statutes Section 38-511, as amended, the provisions of which are incorporated herein.
- 9. <u>Notices</u>. Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing at 4650 W. Sweetwater Avenue, Glendale, Arizona 85304, Attention: Cathy Thompson and any notice or other communication to be given to the Treasurer under this Bond Purchase Agreement may be given by delivering the same in writing to: Paul Ratkay, Maricopa County Treasurer, 301 West Jefferson Street, Room 100, Phoenix, AZ 85003-2199.
- 10. Parties in Interest. This Bond Purchase Agreement shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Treasurer (including successors or assigns of the Treasurer) and no other person shall acquire or have any right hereunder or by virtue hereof. This Bond Purchase Agreement may not be assigned by the Issuer. All of the Issuer's representations, warranties and agreements contained in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of any of the Treasurer; (ii) delivery of and payment for the Bonds pursuant to this Bond Purchase Agreement; and (iii) any termination of this Bond Purchase Agreement.
- 11. <u>Effectiveness</u>. This Bond Purchase Agreement shall become effective upon the acceptance hereof by the President of the Governing Board on behalf of the Issuer and shall be valid and enforceable at the time of such acceptance.

- 12. <u>Choice of Law</u>. This Bond Purchase Agreement shall be governed by and construed in accordance with the law of the State.
- deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Bond Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.
- 14. <u>Business Day</u>. For purposes of this Bond Purchase Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.
- 15. <u>Section Headings</u>. Section headings have been inserted in this Bond Purchase Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Bond Purchase Agreement and will not be used in the interpretation of any provisions of this Bond Purchase Agreement.
- 16. <u>Counterparts</u>. This Bond Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

If you agree with the foregoing, please sign the enclosed counterpart of this Bond Purchase Agreement and return it to the Treasurer. This Bond Purchase Agreement shall become a binding agreement between you and the Treasurer when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

#### CHARLES "HOS" HOSKINS, MARICOPA COUNTY TREASURER

	By:
	Name:
	Title:
ACCEPTANCE:	Date:
ACCEPTED this day of, 2014.	
WASHINGTON ELEMENTARY SCHOOL DIS NO. 6 OF MARICOPA COUNTY, ARIZONA	TRICT
By:	
Name:	
Title: President, Governing Board	

#### Schedule I

## \$\\_\text{WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6}\\ OF MARICOPA COUNTY, ARIZONA,\\ SCHOOL IMPROVEMENT BONDS,\\ PROJECT OF 2010, TAXABLE SERIES C (2014)

	Dated Date:	, 2014	
Maturity Date	Principal	Interest	Price or
(July 1)	<u>Amount</u>	Rate	<u>Yield</u>

The Bonds are not subject to redemption prior to their stated maturity dates without the consent of the registered holder hereof.

DISTRICT FEDERAL TAXPAYER I.D. NO. 86-
--

BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT CONTRACT FOR BONDS OF WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6 OF MARICOPA COUNTY, ARIZONA

		This	Bond	Registrar,	Transfer	Agent	and	Paying	Agent	Contract	dated	as	of
	1	, 2014	(the " <i>C</i>	ontract"), m	ade and er	ntered in	to by	and amo	ng the N	MARICO	PA CO	UNT	Y
TREAS	SURE	R (here	einafter	called the	"Treasure	$r$ "); $\mathbf{W}$ A	SHI	NGTON	ELEN	<b>IENTAR</b>	Y DIST	RIC	T
NO. 6	OF	MAR	ICOPA	COUNT	Y, ARI	ZONA	(her	einafter	called	the "1	District")	; a	nd
(hereinafter called the "Bank") witnesseth as follows:													

The Treasurer is responsible for principal, interest and redemption funds for all school districts within Maricopa County, Arizona. The District will issue its bonds which will be known as Washington Elementary School District No. 6 of Maricopa County, Arizona, School Improvement Bonds, Project of 2010, Tax-Exempt Series C (2014) (the "Bonds"). The Bonds will be issued in the aggregate principal amount of \$\_\_\_\_\_\_\_. The services of a registrar, transfer agent and paying agent are necessary and in the best interests of the District. Initially, the Bonds will be issued in book-entry-only form through The Depository Trust Company ("DTC") and, so long as the book-entry-only system (the "Book-Entry-Only System") is in effect, the Bonds will be registered in the name of Cede & Co., the nominee name of DTC.

The Bank desires to perform registrar, transfer agent and paying agent services during the life of Bonds.

For and in consideration of the mutual promises, covenants, conditions and agreements hereinafter set forth, the parties do agree as follows:

- 1. **Services**. The Bank hereby agrees to provide the following services:
- A. Registrar services which shall include, but not be limited to, (1) authenticating and verifying Bonds; (2) keeping registration books sufficient to comply with Section 149 of the Internal Revenue Code of 1986, as amended (the "Code"); (3) recording transfers of ownership of the Bonds promptly as such transfers occur; (4) protecting against double or overissuance; (5) authenticating new Bonds prepared for issuance to transferees of original and subsequent purchasers; and (6) informing the District of the need for additional printings of the Bonds should the forms printed prior to initial delivery prove inadequate.
- B. Transfer agent services which shall include, but not be limited to, (1) receiving and verifying all Bonds tendered for transfer; (2) preparing new Bonds for delivery to transferees and delivering the same either by delivery or by mail, as the case may be; (3) destroying Bonds submitted for transfer; and (4) providing proper information for recordation in the registration books.
- C. Paying agent services which shall include, but not be limited to, (1) providing a billing to the Treasurer at least thirty (30) days prior to a Bond interest payment date setting forth the amount of principal and interest due on such date; (2) preparing, executing, wiring or mailing all interest payments to each registered owner of the Bonds on or before the scheduled payment date and in no event

later than the time established by DTC, on the date such payments are due, unless sufficient funds to make such payments have not been received by the Bank; (3) verifying all matured Bonds upon their surrender; (4) paying all principal and premium, if any, due upon Bonds as they are properly surrendered therefor to the Bank; (5) preparing a semiannual reconciliation showing all principal and interest paid during the period and providing copies thereof to the Treasurer; (6) inventorying all cancelled checks, or proof of such checks for six (6) years after payment; and (7) making proof of such payments available to the Treasurer or any owner or former owner.

- 2. Record Date. The Record Date for the payment of interest will be the fifteenth day of the month preceding an interest payment date. Normal transfer activities will continue after the Record Date but the interest payment on a particular certificate will be mailed to the registered owners of Bonds as shown on the books of the Bank on the close of business on the Record Date. Principal (and premium, if any) shall be paid only on surrender of the particular Bond at or after its maturity or prior redemption date, if applicable.
- Redemption Notices. The Bank agrees to provide certain notices to the Bond owners as required to be provided by the Bank in, and upon being provided with a copy of, the resolution of the District approving the issuance, sale and delivery of the Bonds. So long as the Book-Entry-Only System is in effect, the Bank shall send notices of redemption to DTC in the manner required by DTC. If the Book-Entry-Only System is discontinued, the Bank shall mail notice of redemption of any Bond to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the registrar not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of any registered owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

The Bank also agrees to send notice of any redemption to the Municipal Securities Rulemaking Board (the "MSRB"), currently through the MSRB's Electronic Municipal Market Access system ("EMMA"), in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

If moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the District, the Treasurer or the Bank prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect.

Each redemption notice must contain, at a minimum, the complete official name of the issue with series designation, CUSIP number, certificate numbers, amount of each Bond called (for partial calls), date of issue, interest rate, maturity date, publication date (date of release to the general public or the date of general mailing of notices to Bond owners and information services), redemption date, redemption price, redemption agent and the name and address of the place where Bonds are to be tendered, including the name and phone number of the contact person. Such redemption notices may contain a statement that no representation is made as to the accuracy of the CUSIP numbers printed therein or on the Bonds.

- 4. <u>Issuance and Transfer of Bonds</u>. The Bank will issue Bonds to registered owners, require Bonds to be surrendered and cancelled and new Bonds issued upon transfer, and maintain a set of registration books showing the names and addresses of the owners from time to time of the Bonds. The Bank shall promptly record in the registration books all changes in ownership of Bonds.
- 5. Payment Deposit. The Treasurer will transfer immediately available funds to the Bank on the date on which the interest and principal are due on the Bonds, or, if agreed to by the parties hereto, on a date prior to the date due, but in no event later than the time established by DTC, on the date such payments are due. The Bank shall not be responsible for payments to Bond owners from any source other than moneys transferred, or caused to be transferred, to it by the Treasurer or the District.
- 6. <u>Collateral</u>. The Bank shall collateralize the funds on deposit at the Bank in accordance with A.R.S. §§ 35-323 and 35-491.
- 7. <u>Turnaround Time</u>. The Bank will comply with the three (3) business day turnaround time required by Securities and Exchange Commission Rule 17Ad-2 on routine transfer items.
- 8. **Fee Schedule: Initial Fee.** For its services under this Contract, the Treasurer shall pay the Bank in accordance with the fee schedule set forth in the attached *Exhibit A*, which is incorporated herein by reference. The fee for the Bank's initial services hereunder and services to be rendered until the end of the District's current fiscal year (fiscal year 2013-2014) is \$\_\_\_\_\_ and shall be billed by the Bank to the District after closing and paid by the District in advance after initial delivery of the Bonds solely from proceeds of the Bonds. Subsequent payments shall be made by the Treasurer in accordance herewith.
- 9. Fees for Services in Subsequent Fiscal Years. The Bank will bill the Treasurer in advance prior to June 1, 2014, and prior to each June 1 thereafter. The Bank may send a copy of such invoice to the District, so long as the invoice clearly indicates that it is for informational purposes only and not to be paid by the District.
- 10. <u>Costs and Expenses</u>. The District hereby agrees to pay all costs and expenses of the Bank pursuant hereto. If, for any reason, the amounts the District agrees to pay herein may not be paid from the annual tax levy for debt service on the Bonds, such costs shall be paid by the District from any funds lawfully available therefor and the District agrees to take all actions necessary to budget for and authorize expenditure of such amounts.
- 11. <u>Hold Harmless</u>. The Bank shall indemnify and hold harmless the Treasurer, the District and all boards, commissions, officials, officers and employees of the Treasurer and the District, individually and collectively, from the Bank's failure to perform to its standard of care as herein stated.
- 12. <u>Standard of Care Required</u>. In the absence of bad faith on its part in the performance of its services under this Contract, the Bank shall not be liable for any action taken or omitted to be taken by it in good faith and believed by it to be authorized hereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted to be taken by it in good faith and in accordance with advice of counsel, and shall not be liable for any mistakes of fact or errors of judgment or for any actions or omissions of any kind unless caused by its own willful misconduct or negligence.
- 13. Entire Contract. This Contract and Exhibit A attached hereto contain the entire understanding of the parties with respect to the subject matter hereof, and no waiver, alteration or

modification of any of the provisions hereof, shall be binding unless in writing and signed by a duly authorized representative of all parties hereto.

- Amendment. The District, the Treasurer and the Bank reserve the right to amend any individual service set forth herein or all of the services upon providing a sixty (60) day prior written notice. Any corporation, association or agency into which the Bank may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from such conversion, sale, merger, consolidation or transfer to which it is a party, *ipso facto*, shall be and become successor registrar, transfer agent and paying agent under this Contract and vested with all or the same rights, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.
- 15. Resignation or Replacement. The Bank may resign or the District or the Treasurer may replace the Bank as registrar, transfer agent and paying agent at any time by giving thirty (30) days' written notice of resignation or replacement to the Treasurer and the District or to the Bank, as applicable. The resignation shall take effect upon the appointment of a successor registrar, transfer agent and paying agent will be appointed by the District; provided, that if a successor registrar, transfer agent and paying agent is not so appointed within ten (10) days after a notice of resignation is received by the District, the Bank may apply to any court of competent jurisdiction to appoint a successor registrar, transfer agent and paying agent.

In the event the Bank resigns or is replaced, the Treasurer and the District reserve the right to appoint a successor registrar, transfer agent and paying agent who may qualify pursuant to A.R.S. § 35-491, et seq., or any subsequent statute pertaining to the registration, transfer and payment of bonds. In such event the provisions hereof with respect to payment by the District shall remain in full force and effect, but the Treasurer shall then be authorized to use the funds collected for payment of the costs and expenses of the Bank hereunder to pay the successor registrar, transfer agent and paying agent or as reimbursement if the Treasurer acts as registrar, transfer agent and paying agent. Any resignation or replacement of the Bank pursuant to this Section shall be without cost to the District.

- 16. **Reports to Arizona Department of Revenue**. The Bank shall make such reports to the Arizona Department of Revenue (the "*Department*") pertaining to the retirement of any Bonds and of all payments of interest thereon, within 30 days of a request therefor, from the Treasurer or the District, or the agents of either, to comply with the requirements of the Department pursuant to A.R.S. § 35-502.
- 17. **Form of Records**. The Bank's records shall be kept in compliance with standards as have been or may be issued from time to time by the Securities and Exchange Commission, the MSRB, the requirements of the Code and any other securities industry standard. The Bank shall retain such records in accordance with the applicable record keeping standard of the Internal Revenue Service.
- 18. <u>Advice of Counsel and Special Consultants</u>. When the Bank deems it necessary or reasonable, it may apply to Gust Rosenfeld P.L.C. or such other law firm or attorney for instructions or advice. Any fees and costs incurred shall be added to the next fiscal year's fees, costs and expenses to be paid to the Bank.

- 19. <u>Examination of Records</u>. The District, the Treasurer or their duly authorized agents may examine the records relating to the Bonds at the office of the Bank where such records are kept at reasonable times as agreed upon with the Bank and such records shall be subject to audit from time to time at the request of the District, the Treasurer, the Bank or the Auditor General of the State of Arizona (the "State").
- 20. Payment of Unclaimed Amounts. In the event any check for payment of interest on a Bond is returned to Bank unendorsed or is not presented for payment within two (2) years from its payment date or any Bond is not presented for payment of principal at the maturity or redemption date, if applicable, if funds sufficient to pay such interest or principal due upon such Bond shall have been made available to the Bank for the benefit of the owner thereof, it shall be the duty of the Bank to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bond who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Bond or amounts due thereunder. The Bank's obligation to hold such funds shall continue for two years and six months (subject to applicable escheat or unclaimed property law) following the date on which such interest or principal payment became due, whether at maturity, or at the date fixed for redemption, or otherwise, at which time the Bank shall surrender such unclaimed funds so held to the Treasurer, whereupon any claim of whatever nature by the owner of such Bond arising under such Bond shall be made upon the Treasurer and shall be subject to the provisions of applicable law.
- 21. <u>Invalid Provisions</u>. If any provision hereof is held to be illegal, invalid or unenforceable under present or future laws, this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision.
- 22. <u>Mutilated</u>, <u>Lost or Destroyed Bonds</u>. With respect to Bonds which are mutilated, lost or destroyed, the Bank shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond lost or destroyed, upon the registered owner's paying the reasonable expenses and charges in connection therewith and, in the case of any Bond destroyed or lost, filing by the registered owner with the Bank and the Treasurer of evidence satisfactory to the Bank and the Treasurer that such Bond was destroyed or lost, and furnishing the Bank and the Treasurer with a sufficient indemnity bond pursuant to A.R.S. § 47-8405.
- § 38-511 provides that the State, its political subdivisions or any department or agency of either, may within three (3) years after its execution cancel any contract without penalty or further obligation made by the State, its political subdivisions or any of the departments or agencies of either, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either, is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.
- 24. <u>Covenants</u>. The District has agreed in its authorizing resolution to take all necessary actions required to preserve the tax-exempt status of the Bonds. Such actions may require the calculation of amounts of arbitrage rebate which may be due and owing to the United States of America. The calculation of such rebate amount may be performed by an individual or firm qualified to perform

such calculations and who or which may be selected and paid by the District. If the District does not retain a consultant to do the required calculations concerning arbitrage rebate and if, in the sole discretion of the Treasurer, a rebate calculation is required to permit interest on the Bonds to be and remain exempt from gross income for federal income tax purposes, the Treasurer may include, in addition to all other bills payable under this Contract, the costs and expenses and fees of an arbitrage consultant. The Treasurer may contract with a consultant to perform such arbitrage calculations as are necessary to meet the requirements of the Code. All fees, costs and expenses so paid may be deducted from moneys of the District held by the Treasurer or from tax levies made to pay the interest on the Bonds. Such costs, fees and expenses shall be considered as interest payable on the Bonds. This Contract shall be full authority to the Treasurer to cause to be levied and collected such amounts as may be necessary to make all rebates to the United States of America.

- 25. <u>Levy for Expenses</u>. Except for the initial fiscal year's costs and expenses, all costs and expenses incurred with respect to services for registration, transfer and payment of the Bonds and, if applicable, for costs and expenses in connection with the calculation of arbitrage rebate shall be treated as interest on the Bonds and the District agrees to include the same in the taxes levied for interest debt service during each of the ensuing fiscal years.
- 26. Waiver of Trial by Jury. Each party hereto hereby agrees not to elect a trial by jury of any issue triable of right by jury, and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to this Contract, or any claim, counterclaim or other action arising in connection herewith. This waiver of right to trial by jury is given knowingly and voluntarily by each party, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue.
  - 27. Governing Law. This Contract is governed by the laws of the State.
- 28. **Transfer Expenses**. The transferor of any Bond will be responsible for all fees and costs relating to such transfer of ownership.
- 29. **E-verify Requirements.** To the extent applicable under A.R.S. § 41-4401, the Bank and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Bank's, or its subcontractors', breach of the above-mentioned warranty shall be deemed a material breach of this Contract and may result in the termination of the Contract by the District. The District retains the legal right to randomly inspect the papers and records of the Bank and its subcontractors who work on the Contract to ensure that the Bank and its subcontractors are complying with the above-mentioned warranty.

The Bank and its subcontractors warrant to keep the papers and records open for random inspection by the District during normal business hours. The Bank and its subcontractors shall cooperate with the District's random inspections including granting the District entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

30. <u>Counterparts</u>. This Contract may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

This Contract is dated and effective	e as of1, 2014.
	WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6 OF MARICOPA COUNTY, ARIZONA
	By
	MARICOPA COUNTY TREASURER
	Ву
	ByIts
Attach as Exhibit A the fee schedule of the Bank.	

#### WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: FROM: DATE:	Governing Board  Dr. Susan J. Cook, Superintendent  April 10, 2014			Action Discussion Information 1st Reading
AGENDA ITEM:	2014-2015 KidSpace Childcare Fe	e Structure		
INITIATED BY:	Keri Moore, KidSpace Coordinator	SUBMITTED BY:	Kathleen McKeever, I Academic Support Pro	
PRESENTER AT GO	OVERNING BOARD MEETING:	-	Director of Academic S Moore, KidSpace Coord	* *
GOVERNING BOA	RD POLICY REFERENCE OR STAT	TUTORY CITATION:	BBA	
SUPPORTING DA	ΓΑ		Funding Source: Budgeted: N/A	N/A

Introduction: The Washington Elementary School District (WESD) KidSpace (Childcare) Program is proposing a fee structure change for the 2014-2015 school year. The proposed changes are summarized in the attached documents.

#### Rationale for Proposed Fee Structure: Advantages for Families

- 1) The WESD KidSpace program is dedicated to providing high quality childcare at the most affordable cost to our families. To that end, KidSpace has not changed the fee structure in thirteen years.
- 2) In order to meet the financial needs of WESD families and students, the KidSpace program assists families in applying for DES assistance to supplement the cost of childcare.
- 3) The proposed fee structure includes an affordable, flat-rate which is designed to offer more hours of high quality childcare at a lower cost per day. The current billing procedures require a minimum payment of \$20.00 that limits the hours of care. Currently families are charged by the minute which is a practice no longer utilized by childcare providers in the area.
- 4) After researching other districts and childcare facilities in the area, the proposed change in the KidSpace fee structure remains the lowest average cost for childcare provided five days a week. (Please see the attached rate comparison database)
- 5) The new contract has been streamlined and is clearer for parents. The feedback that has been received from parents who have reviewed the contract has been positive.

#### SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the proposed KidSpace fee structure for 2014-2015.

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

Agenda Item VIII.B.

#### Rationale for Proposed Fee Structure: Fiscal Responsibility

- 1) The new rates simplify our billing procedures and contracts which will help parents calculate their childcare costs and better project yearly costs for budget purposes. Given the advantages to families and children, the fee structure is also fiscally prudent and reasonable for the WESD.
- 2) The WESD Finance department prepared a profit and loss estimate that assessed the expenditures and revenue of the KidSpace program. Based on this data, incremental rates were calculated to determine the most appropriate fees.
- 3) In order to balance new costs (Affordable Health Care Act) with maintaining staffing at as many sites as possible, the recommended fee structure will assist with ensuring high quality, affordable childcare in WESD.

#### Please see the attached supporting documents

- Current Fee/Proposed Fee Structure
- Rate Comparison Database



#### **Summary of Fee Structure**

Current Fee Structure		Proposed Fee Stru	ıcture
Registration Fees	\$50	Registration	\$50
Family Registration	\$75	Family Registration	\$75
Minimum Weekly Rate	\$20	Contracted AM Daily	\$3
(\$3.50 /hour after minir	num)	Contracted PM Daily	\$8
Wednesday PLC Only	\$3	Non-Contracted AM	\$6
Late Payment Fee	\$10	Non-Contracted PM	\$11
Late Pickup	\$3/minute	Wednesday PLC Only	\$4
Reinstatement Fee	Reinstatement Fee \$25		\$5
Nonsufficient Funds	\$25	Late Payment	\$10
Additional Hour(s) Fee:		Late Pickup	\$3/minute
(This fee is calculated by hours utilized		Reinstatement Fee	\$25
during previous week)		Nonsufficient Funds	\$25
*Current Contract make	s it		
impossible for parents to	0		
accurately project child	care costs		

## KidSpace Rate Comparison 2014

	# 1		**************************************	
		Average		Average
	AM	AM daily	PM	PM daily
		rate		rate
Laveen District	\$35/week	\$7.00	\$35/week for up to 3 days	\$11.60
(weekly)			\$45/week for up to 5 days	\$9.00
	\$28 monthly for 2 days/week	\$3.50	\$76 monthly for 2 days/week	\$9.50
Madison District	\$31 monthly for 3 days/week	\$2.58	\$105 monthly for 3 days/week	\$8.75
(monthly)	\$55 monthly for 4 days/week	\$3.43	\$135 monthly for 4 days/week	\$8.43
	\$69 monthly for 5 days/week	\$3.45	\$164 monthly for 5 days/week	\$8.20
***************************************	\$66 monthly for up to 3 days/week	\$5.50	\$100 monthly for up to 3 days/week	\$8.33
Deer Valley District	\$84 monthly for 4 days/week	\$5.25	\$130 monthly for 4 days/week	\$8.12
(monthly)	\$95 monthly for 5 days/week	\$4.75	\$149 monthly for 5 days/week	\$7.45
Peoria School District/	\$30/week	\$6.00	\$45/week	\$9.00
Glendale Recreation (weekly)				
Peoria School District/ City of Peoria	\$6/day	\$6.00	\$9/day	\$9.00
			\$70 week up to 6 hours/day for 3 days/week	\$23.00
Nana's Place	(included)	(included)	\$85 week for up to 10 hours/day for 3 days/week	\$28.00
**************************************	And the second s		\$135 week for up to 10 hours/day for 5 days/week	\$27.00
- Commenter of the Comm	The first state of the state of	, L	de fine de la fine de	¢40.00
ABC DayCare	\$5/hour	\$5.00	\$5/hour	\$10.00
WESD KidSpace	\$3/day	\$3.00	\$8/day	\$8.00
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#### WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO:	Governing Board		X Action X Discussion
FROM:	Dr. Susan J. Cook, Superintendent		Information
DATE:	April 10, 2014		1st Reading
AGENDA ITEM:	Head Start Update, Philosophy, Lo Plan	ng-Range and Short-F	Range Goals, and Self-Assessment
INITIATED BY:	Diana Howsden, Director of Head Start Services	SUBMITTED BY:	Diana Howsden, Director of Head Start Services
PRESENTER AT GOV	ERNING BOARD MEETING:		ector of Head Start Services and ead Start Program Coordinator
GOVERNING BOARD	POLICY REFERENCE OR STATU	TORY CITATION:	BBA
····			•

#### **SUPPORTING DATA**

Funding Source: Federal Head Start Funding

Budgeted: Yes

On May 9, 2013, the Governing Board approved renewal of the Intergovernmental Agreement (IGA) with the City of Phoenix for the Head Start Program. This IGA allows Washington Elementary School District (WESD) to plan and deliver early childhood program services to 588 children and families in 17 school sites according to stipulated terms and conditions.

In compliance with Head Start Performance Standard 1304.51(d), information must be communicated periodically to a delegate's governing body and to members of its policy groups. The intent of the annual Head Start orientation is to comply with the standard and to ensure that essential information is communicated to the WESD Governing Board.

Attached is the Head Start orientation presentation for review by the Governing Board. Diana Howsden, Director of Head Start Services, will provide a brief presentation about the WESD Head Start Program.

Based on Head Start Performance Standard 1304.51(i)(1), at least once each program year, grantee and delegate agencies must conduct a self-assessment of their effectiveness and progress in meeting program goals and objectives in implementing Federal regulations.

Attached is the WESD Head Start Self-Assessment presentation for review by the Governing Board. Michaele Pilsbury, Head Start Program Coordinator, will provide a brief presentation about the WESD self-assessment process.

#### **SUMMARY AND RECOMMENDATION**

It is recommended that the Governing Board approve the Preschool/Head Start Philosophy, the Head Start Long-Range and Short-Range Goals and the Self-Assessment Plan as presented.

Superintendent C.

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

#### Head Start Update, Philosophy, Long-Range and Short-Range Goals, and Self-Assessment Plan April 10, 2014 Page 2

In accordance with the Head Start Program Performance Standard, CFR 1304.50(d)(1)(iii), (iv), and (vi), the WESD Governing Board has the obligation and responsibility to periodically review and approve program philosophy, long-range and short-range program goals, and the self-assessment process.

Attached documents for approval are the:

- Washington Elementary School District Head Start Philosophy
- Washington Elementary School District Head Start Long-Range and Short-Range Goals
- Washington Elementary School District Head Start Self-Assessment Plan

The Head Start Philosophy document is the value and belief statement of the Washington Elementary School District Head Start program. WESD Head Start program long-range and short-range goals for the upcoming program year 2014-2015 are stated in the WESD Head Start Program Long-Range and Short-Range Goals 2014-2015 document. The WESD Head Start Self-Assessment Process document states how the self-assessment process will be conducted. Stakeholders, Head Start parents and community members, in partnership with WESD Head Start administrators, participated and contributed in the development, review and approval of the required Head Start documents. These documents are attached.

Approval of these documents is requested and necessary for the District to remain eligible to receive Head Start funding through the City of Phoenix and are important in the periodic audit/review process. The Head Start Performance Standards, which are rigorously enforced by the City of Phoenix Grantee personnel, require the Governing Board to review and approve such documents.

#### WASHINGTON ELEMENTARY SCHOOL DISTRICT HEAD START PROGRAM

Governing Board Presentation/Orientation 2013 - 2014

#### The Head Start Mission

Head Start is a national program that promotes school readiness and prepares children for success by enhancing development in the areas of physical and health; cognitive and general knowledge; language/literacy; social/emotional; and approaches to learning, through engaging families in the establishment of strong collaborative partnerships with schools and community.

#### **National Head Start Facts**

- In 2012 more than 703,000 parents volunteered in their local Head Start program
- More than 204,000 Head Start fathers participated in organized regularly scheduled activities designed to involve them in Head Start and Early Head Start programs.

#### **Positive Impact for Arizona**

- Arizona Head Start programs serve nearly 22,500 at risk children and families
- Federal Head Start grants bring in more the \$122 million into Arizona's economy, while Head Start agencies generate more than \$35 million in local community in-kind contributions
- Arizona Head Start employs nearly 4,000 individuals

#### The WESD Head Start Program

- Currently in the 12th year of providing Head Start services to WESD preschool age children and their families
- Head Start services are provided at 17 WESD school sites (18 classrooms) operating in double sessions
- 588 preschool age children are receiving Head Start services

#### WESD Head Start 2012-13 Program Information Report (PIR)

#### • Enrollment Information:

Funded enrollment Actual enrollment 588 children 707 children

• Languages Represented:

English

358

Spanish

310

Other

39

(Other languages includes: Middle Eastern, South Asian, East Asian, European, Slavic and African languages)

### WESD Head Start 2012-13 Program Information Report (PIR) Health Services Information-Medical

- 681 children had health insurance
- 699 children had an on-going source of continuous accessible health care
- 630 children were up-to-date on a schedule of age-appropriate preventive and primary health care-screenings and physical exams

## WESD Head Start 2012-13 Program Information Report (PIR) Dental, Mental Health & Disabilities Services

- 667 children completed a professional dental exam
- Mental health services were made available for 84 children, with 3 children receiving three or more consultations by a mental health professional
- 90 children received special education (IEP) services in Head Start classrooms

## WESD Head Start 2012-13 Program Information Report (PIR) Family Services Information

- 694 families received Head Start services
- 377 parents were employed
- 36 parents were in a job training program or school
- 231 parents had either an advanced degree, a baccalaureate degree or an associate degree, vocational school or some college

#### 2012 -13 PIR for Received Family Services

- 217 families received emergency crisis intervention
- 10 families received housing assistance
- 10 families received mental health services
- 51 families received ESL training
- 179 families received adult education assistance
- 13 families received job training assistance
- · 209 families received health education information
- 216 families received parent education information
- 447 families received at least one family service

#### WESD Head Start What's Happening

- WESD had full enrollment on the first day of school and maintained full enrollment the entire program year
- Last year WESD Head Start had 1,240 parent and community volunteers
- Self Assessment Process...

#### **Head Start Philosophy**

Arizona's children reflect the broad differences in racial and cultural heritage, language, health and family situations that constitute the diversity of our great state. Each child's level of preparation and readiness for school also varies greatly depending upon many different factors. Educators and parents recognize that education is a process that begins at birth. The potential for learning encompasses the physical, social, emotional and cognitive development of children.

To ensure that Washington Elementary School District's children are ready for success in school, schools will implement developmentally appropriate teaching and assessment practices, strengthen efforts in parent involvement and professional development for staff, and work with community agencies to provide appropriate and effective services to children and families.

#### Filosofía de Head Start

Los niños de Arizona reflejan las diferencias anchas en la herencia racial y cultural, el idioma, las situaciones de la salud y la familia que constituyen la diversidad de nuestro gran estado. Cada nivel del niño de la preparación y la prontitud para la escuela varía también dependiendo mucho de muchos factores diferentes. Los educadores y los padres reconocen que la educación es un proceso que empieza al nacer. El potencial para aprender abarca el desarrollo físico, social, emocional y cognoscitivo de los niños.

Para asegurar que los niños del Distrito Escolar Washington estén listos para el éxito en la escuela, las escuelas aplicarán apropiadamente el desarrollo y las prácticas de la enseñanza, evaluación, esfuerzaran la participación de padre y desarrollo profesional para el personal, y trabajar con agencias de la comunidad para proporcionar los servicios apropiados y efectivos a niños y familias.

Approved by the WESD He	ead Start Policy Committee on11/13/2013	•
Approved by WESD Gover	ning Board on	•
Submitted by:	Amber Larson Policy Committee Chairperson	<b>-</b>

Philosophy final-dhowsden Updated 11/2012

#### WESD Head Start Program Long and Short Range Goals 2014 - 2015

#### Long Range Goal:

Promote early literacy and prepare young children for academic success.

#### **Short Range Goal 1:**

Support families with the information and services they need to help their children achieve academic success.

#### Strategies:

- Connect Head Start families with the public library system
- Parents will be provided learning activities to use at home.

#### **Short Range Goal 2:**

Partner with national and local trainers to provide professional development to enhance certified and classified staff services to children and families.

#### Strategies:

- Continue to implement the CLASS observation tool and utilize the results for program planning, professional development and improve child outcomes
- Implement Creative Curriculum studies to enhance lesson planning, individualizing and child outcomes

Approved by the WESD Head Start Policy Committee on:

Approved by WESD Governing Board on:



#### **Head Start**

Self -Assessment

#### Ongoing Quality Improvement

The Self-Assessment process provides the program with a method to regularly assess the effectiveness of key management systems regarding the quality of services delivered to Head Start eligible children and families.

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#### Key Management Systems

- Governance
- Planning
- Communication
- Record Keeping and Reporting
- Ongoing Monitoring
- ▶ Human Resources
- Fiscal Management
- ▶ ERSEA Eligibility Recruitment Selection Enrollment Attendance

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## Federal Review vs. Self-Assessment

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#### Federal Review

- Triennial visit by a team evaluators from Region IX
- Makes sure programs meet all Head Start Performance Standards with respect to program, administrative, financial management and other requirements
- ▶ The Federal Review was last February 2013

#### Self-Assessment

- ▶ Annual self monitoring which measures accomplishments, strengths and weaknesses each program year
- Promotes continuous improvement of service delivery and quality

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#### **Shared Decision-Making**

From the planning to the analyzing of results for the yearly self-assessment,
Head Start reinforces how program members engage in shared decision-making.

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#### Self-Assessment is a team

- Provides an opportunity for involvement of staff, parents and community stakeholders
- Increases staff awareness of how the program is viewed by consumers

#### Self-Assessment utilizes all program information

Programs collect, analyze, review, and incorporate data from multiple sources, including:

- Ongoing monitoring data
- ▶ Program Information Report (PIR)
- Child outcome data
- Classroom observations
- Community assessment

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#### Interpreting Information

- Review and analyze information gathered from each Key area
- ▶ Examine program strengths and accomplishments
- Analyze and interpret areas to be strengthened
- Look for patterns and trends over time
- ▶ Identify underlying causes and systemic issues
- Classify and prioritize issues and concerns

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#### Strengthening

#### Self Assessment Data can

- Identify what practices are most effective in promoting school readiness
- Identify which children and families are thriving and which are struggling
- Identify whether and how to change professional practices/program systems to improve outcomes

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#### **Identifying Strengths**

- Build upon strengths to develop and support new strategies
- Focus on areas that are exceptional and exceed Head Start Performance Standards

#### Report Findings

All monitoring information is presented to Policy groups, Grantee, parents and Head Start staff.

# WESD Head Start Self-Assessment Plan 2013- 2014

Action	Persons Responsible	Completion date	Resource People	Outcome
<ol> <li>Provide training to all HS staff regarding the self-assessment process.</li> </ol>	HS Director, HS Program Coordinator	February 2014	HS Director, HS Program Coordinator	Staff will receive training on all aspects of program Self –Assessment.
2. Provide Training to the Governing Board and/or Sub-Committee about Self-Assessment	Head Start Director, HS Program Coordinator	February 2014	Head Start Director, WESD Administration	Governing Board will receive training on all aspects of program Self – Assessment.
<ol> <li>Provide training to all HS parents regarding the self-assessment process.</li> </ol>	HS Director, HS Program Coordinator, Instructors	February 2014 Policy Comm. Mtg. and Parent Mtgs.	HS Director, HS Program Coordinator, Instructors	Parents will understand and participate in the self-assessment process.
<ol> <li>Conduct Self- Assessment in all areas of services to children and families.</li> </ol>	All Staff	Feb/March 2014	Head Start Director, HS Program Coordinator, Mentor Specialists, Instructors	All program strengths and areas of challenge will be identified.
5. Report findings to Policy Committee, parents, staff and Governing Board	Head Start Director, HS Program Coordinator	April 2014	Head Start Director, HS Program Coordinator, Instructors	All staff, families and WESD Governing Board will have the opportunity to understand an overview of the program.
<ul><li>6. When needed, write a Quality Improvement Plan as a result from findings.</li></ul>	HS Director, HS Program Coordinator, Mentor Specialists, Instructors	April 2014	Head Start Director, HS Program Coordinator, Mentor Specialists Instructors	All staff will be aware of challenges and strengths in our program service delivery to children and families.
7. Follow up on any compliance areas to improve services provided for children and families.	Head Start Director, HS Program Coordinator, Mentor Specialists, Instructors	Ongoing	Head Start Director, HS Program Coordinator, Mentor Specialists, Instructors, Grantee staff as needed.	Continuous program improvement in all areas of service delivery.

Date:

Approved by: \_

WESD Head Start Inicio Auto-evaluación del Plan 2012-2013

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Accion	Personas	Fecha De	Personas De Recurso	Resultado
	Responsables	Terminacion		
Brindar entrenamiento a todo el personal del HS, con respecto al proceso de Auto-Evaluación.	Director de HS, el coordinador del programa HS	Febrero 2014	<b>Director de HS,</b> el coordinador del programa <b>HS</b>	El personal recibirá entrenamiento sobre todos los aspectos de la Auto-Evaluación del programa.
2 Brindar entrenamiento a la Junta de Gobierno y / o Sub-Comité sobre la auto-evaluación.	Director de Head Start	Febrero 2014	Director de Head Start, Administracion WESD	Junta de Gobierno recibirá entrenamiento sobre todos los aspectos de la Auto-Evaluación del programa.
3 Proporcionar entrenamiento a todos los padres de HS sobre el proceso de autoevaluación.	Director de HS, el coordinador del programa HS, Instructores	Febrero 2014 Junta Committee de Poliza y junta de padres	Director de Head Start, el coordinador del programa HS, Administracion WESD	Padres entenderan y participaran en el processo de la auto- evaluacion del programa.
4. Conducir Auto- Evaluaciones en todas areas de sevicios a niños y familias.	Todo el personal	Febrero/Marzo 2014	Director de HS, el coordinador del programa HS, Instructores	Todos los puntos fuertes y áreas de desafío seran identificadas.
5. Informe de resultados al Comité de Políza, los padres, el personal y la Junta de Gobierno.	Director de Head Start, , el coordinador del programa HS	Abril 2014	Director de HS, el coordinador del programa HS, Instructores	Todo personal, familias, y WESD junta de Gobierno tendra la oportunidad de conocer una vision general del programa.
6. Cuando sea necesario, escriba un Plan de Mejorar de Calidad como resultado de conclusiones.	Director de HS, , el coordinador del programa HS, Instructors Mentor Specialists,	Abril 2014	Director de Head Start, el coordinador del programa HS Mentor Specialists, Intructores	Todo el personal será consciente de los retos y fortalezas en nuestro programa de prestación de servicios a los niños y las familias.
7. Dar seguimiento a las áreas de cumplimiento para mejorar los servicios prestados a los niños y las familias.	Director de Head Start, el coordinador del programa HS, Mentor Specialists, Instructores	Progresivo	Director de Head Start, el coordinador del programa HS, Mentor Specialists, Instructores, concesionario del personal según sea necesario	Programa de mejoramiento continuo en todas las áreas de prestación de servicios

Approved by:

Date: