

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

DATE: April 23, 2015

TIME: Regular Meeting 7:00 p.m.

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

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

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

I. REGULAR MEETING – GENERAL FUNCTION

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

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

Motion _____ Second _____ Vote _____

- E. Approval of the Minutes

1-10

It is recommended that the Governing Board approve the Minutes of the April 9, 2015 Executive Session and Regular Meeting (all Governing Board Members were in attendance).

Motion _____ Second _____ Vote _____

- F. Current Events and Acknowledgments: Governing Board and Superintendent
- G. Celebrations of Successful Programs
Daniel Fisher, Administrator for New Beginnings Academy, will present information on how the school is offering students a fresh start to improve their academics and behaviors.
- H. Public Participation**
 - Members of the public may address the Governing Board during this portion of the agenda in regard to non-agenda items (not to exceed three (3) minutes at chair's discretion). If interpretation services are used, the time shall not exceed six (6) minutes, including interpretation.)

I. REGULAR MEETING – GENERAL FUNCTION (continued)

H. Public Participation (continued)**

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

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

Motion _____ Second _____ Vote _____

II. CONSENT AGENDA

- *A. Approval/Ratification of Vouchers 11
The Vice President of the Board reviews all vouchers prior to the meeting of the Board. Vouchers represent orders for payment of materials, equipment, salaries and services.
- *B. Personnel Items 12-15
Personnel items include resignations, terminations, requests for retirement or leave, recommendations for employment and position changes.
- *C. Public Gifts and Donations (The Value of Donated Items is Determined by the Donor) 16
1. Bethel Lutheran Church donated a check in the amount of \$1,000.00 for the benefit of the students at Washington Elementary School.
 2. Richard E. Miller Parent/Teacher Organization donated checks totaling \$2,437.20 to purchase library books for the benefit of students at Richard E. Miller Elementary School.
 3. Richard E. Miller Parent/Teacher Organization donated a check in the amount of \$2,324.81 for the purchase and installation of a SMART Board to benefit classroom students at Richard E. Miller Elementary School.
 4. Walnut Canyon Press donated 4,130 copies of the book Arizona: Nations and Art (honoring Arizona Native American art and culture) with a value of \$17,552.50 for the benefit of all 4th grade students in the Washington Elementary School District.
- *D. Addendum to the Food Program Permanent Service Agreement for the Summer Food Service Program 17-19
- *E. Renewal of Intergovernmental Agreement with Mesa Unified School District for the Mesa Distance Learning Program 20-21

III. ACTION / DISCUSSION ITEM

- A. To Consider and, if Deemed Advisable, to Adopt a Resolution Authorizing the Issuance and Sale of School Improvement Bonds for the School District 22-49

Motion _____ Second _____ Vote _____

IV. INFORMATION / DISCUSSION ITEM

- A. Special Education Update 50-67

V. FUTURE AGENDA ITEMS

VI. ADJOURNMENT

Motion _____ Second _____ Vote _____

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

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

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

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

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

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

GOVERNING BOARD MINUTES: EXECUTIVE SESSION AND REGULAR MEETING

2014-2015

April 9, 2015

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

I. SPECIAL MEETING

A. Call to Order and Roll Call

Mrs. Lambert called the meeting to order at 6:18 p.m. Governing Board members constituting a quorum were present: Mrs. Tee Lambert, Mr. Bill Adams, Ms. Clorinda Graziano, Mr. Larry Herrera, and Mr. Aaron Jahneke.

B. Adoption of the Special Meeting Agenda

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

UNANIMOUS

II. CALL FOR EXECUTIVE SESSION

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

UNANIMOUS

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

- A.5 – Discussions or consultations with the designated representative of the public body in order to consider its position and instruct its representatives regarding negotiations with employee organizations regarding the salaries, salary schedule, or compensation paid in the form of fringe benefits of employees of the public body – specifically regarding the 2015 Interest-based Negotiation (IBN) process.

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

III. RECESSING OF SPECIAL MEETING FOR EXECUTIVE SESSION

IV. 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 A.R.S. §38-431.03 unless pursuant to specific statutory exception.

April 9, 2015

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

- A.5 – Discussions 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 2015 Interest-based Negotiation (IBN) process.

V. **RECESSING OF EXECUTIVE SESSION FOR REGULAR MEETING**

VI. **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, Mr. Bill Adams, Ms. Clorinda Graziano, Mr. Larry Herrera, and Mr. Aaron Jahneke.

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**

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

UNANIMOUS

E. **Approval of the Minutes**

A motion was made by Ms. Graziano that the Governing Board approve the Minutes of the March 12, 2015 Regular Meeting and Executive Session. The motion was seconded by Mr. Jahneke. The motion carried.

UNANIMOUS

F. **Current Events and Acknowledgments: Governing Board and Superintendent**

Mrs. Lambert shared that she enjoyed attending the Arts Advocacy for K-12 Education trip to Washington D.C., March 20-25, 2015. She advised that she was involved with the Arizona Citizens for the Arts that received a grant to create public policy to promote K-12 arts education in the schools and enabled members to attend the conference in Washington D.C. She reported that the arts initiative was one of the best practices in school reform models and had improved student behavior, attendance, and scores. Mrs. Lambert and Lynn Tuttle, member of the Arizona Citizens for the Arts and Director of Arts Education with the Arizona Department of Education, had the opportunity to meet with seven out of eleven Arizona elected officials and spoke to them about ensuring that they support funding for the national endowment for the arts and the importance of reauthorization. WESD student artwork was presented to all of the elected officials with whom they met.

Mrs. Lambert shared that she and Governing Board members Mr. Adams, Mr. Herrera, and Ms. Graziano enjoyed going to Palo Verde Middle School, who hosted representatives from the U.S. Department of Education, as an exemplary model of how schools and faith-based partners can work together to strengthen schools, neighborhoods, and cities. Reverend Brenda Girton-Mitchell, Director, and Special Assistant Eddie Martin from the Center of Faith-based and Neighborhood Partnerships Division of the U.S. Department of Education visited Palo Verde Middle School to listen to stories of the keys to successful partnerships. Mrs. Lambert commended Principal Carol Patterson and Assistant Principal Jill Sarraino on their accomplishments

April 9, 2015

in building partnerships to benefit students which improved absences, morale, and behaviors. Reverend Girton-Mitchell and Mr. Martin were pleased with the discussion and plan to share these best practices with other schools across the country.

Mr. Adams thanked the Board members for giving him the opportunity to attend the National School Boards Association Conference in Nashville, TN, March 20-23, 2015. He reported that the main topics of discussion were boardmanship and advocacy. Mr. Adams asked Dr. Cook to email Board members copies of the conference handouts, as well as a PowerPoint presentation from Dr. David Lee, "Inside the Crosshairs – Board Behavior Linked to Student Achievement".

Mr. Jahneke shared that he enjoyed attending the Support Our Schools AZ fundraiser. He mentioned that Mr. Adams, Mr. Herrera, Dr. Cook, Dr. Stanton, and District administrators also attended the event. Mr. Jahneke thanked John and Mary Lou Micheaels for having the event in their beautiful home.

Ms. Graziano shared the following:

- Acknowledged and thanked the students and art teachers at Alta Vista, Cactus Wren, Lakeview, Sunset, and Tumbleweed schools for the artwork displayed in the Governing Board Room.
- Thanked the art teachers for their time and efforts to display student artwork at the annual WESD art show at ASU West. Ms. Graziano appreciated the parents for attending the event to support their children.
- Enjoyed attending the elementary/middle school all state band event.
- Enjoyed participating in the Arizona Education Association State Capitol Day. Ms. Graziano appreciated that Representative Kern met with her and Ms. Laurie Richards, Washington District Education Association (WDEA) President.
- Enjoyed attending the District's elementary/middle school honor band concert at Desert Foothills.
- Enjoyed attending the Arizona School Boards Association (ASBA) Equity Event with fellow Board members.
- Thanked Palo Verde Middle School Principal Carol Patterson, Assistant Principal Jill Sarraino, and their team for the professional presentation for the representatives from the U.S. Department of Education. Ms. Graziano appreciated that the beautification project gave students a sense of pride and ownership in the school which also applies to academics and making the students citizens of life. Ms. Graziano stated it was important to educate the whole child and make them not only career ready, but also life ready.
- Appreciated that many school newsletters indicate a trend of family engagement activities, e.g., reading nights, engineering nights, science nights, parenting classes. Ms. Graziano thanked the schools for all that they do for the families and children.
- Attended a band concert in Connecticut similar to our District's regional band concerts and reported that they did not have the parent support that she has witnessed at our District concerts where the rooms are filled to capacity. Ms. Graziano appreciated the support that our parents show for their children.

Mr. Herrera shared the following:

- Thanked the students who participated in the WESD art show at ASU West.
- Enjoyed participating in the Community Day with Pure Heart by volunteering at Arroyo's field day.
- Enjoyed visiting Orangewood, Royal Palm, Cardinals Academy, Mountain View, and Lookout Mountain schools.

April 9, 2015

Dr. Cook shared the following:

- A parent called to advise that she appreciated the teachers and after-school academy at Acacia Elementary School. Her 3rd grade daughter had attended a school in a neighboring district and could not read nor write. Mother was overjoyed that her daughter was now able to read and write at grade level
- Acknowledged teachers who participated in the District's art show at ASU West. This year's event had the highest attendance ever. The teachers commented on the high attendance which was also an indication of the District's high parent engagement.
- Extended an open invitation to the Refugee Parent University to be held on Saturday, April 11, 2015 at Alta Vista Elementary School. Breakfast will be served at 8:00 a.m. followed by the speakers at 8:45 a.m.
- Acknowledged the amazing work of Palo Verde Principal Carol Patterson and Assistant Principal Jill Sarraïno; Kathleen McKeever, Director of Academic Support Programs; and Jill Hicks, Community Outreach Specialist, and Tracy Beal from Pure Heart Church who told the story of Urban Plunge. Dr. Cook believed that the representatives from the U.S. Department of Education were impressed.

G. Special Recognition

- Dr. Cook introduced Ms. Natalie McWhorter, Director of Curriculum who, in turn, recognized Danielle Zylstra, 8th grade student at Mountain Sky Junior High School, who placed 1st in the District Spelling Bee, and Karl Matthew Alcance, 8th grade student at Abraham Lincoln Traditional School, who placed 2nd at the District Spelling Bee.
- Ms. Natalie McWhorter, Director of Curriculum recognized Karl Matthew Alcance, 8th grade student at Abraham Lincoln Traditional School, who placed 1st in the Regional Spelling Bee, and Danielle Zylstra, 8th grade student at Mountain Sky Junior High School, who placed 2nd in the Regional Spelling Bee.

Ms. McWhorter reported that Danielle and Karl are both involved with their schools and community activities. She stated that Danielle and Karl are respected by their peers and are good role models in their schools. She said she was very proud of their accomplishments and that they represented the District very well at the State Spelling Bee. Ms. McWhorter introduced the parents and Danielle and Karl were presented with certificates.

- Dr. Cook introduced Ms. Sue Pierce, Director of Facility Planning, who, in turn, recognized Sunnyslope School for receiving the 2014 Kilowatt Crackdown Award as the highest rated in the K-12 schools category of the Energy Star competition from The Green Buildings Committee of BOMA Greater Phoenix. Ms. Pierce reported that for several years, Sunnyslope School had been a leader in the energy behavior change program and was the District's first school to have a solar installation. Ms. Pierce presented a plaque to Sunnyslope Principal Lori Ritz for being the school with the highest ongoing Energy Star rating in the State of Arizona.

Mr. Herrera commented that he enjoyed visiting Sunnyslope School and seeing the kiosk and solar panels over the playground. He stated that he now realized why many of the lights were turned off to conserve energy. He congratulated Ms. Ritz for her efforts and thanked her for her years of service.

H. Public Participation

There was no public participation.

April 9, 2015

I. Approval of the Consent Agenda

UNANIMOUS

Mrs. Lambert requested that Item *VII.B. – Personnel Items be pulled from the Consent Agenda for separate consideration.

A motion was made by Mr. Jahneke that the Governing Board approve the remaining Consent Agenda items. The motion was seconded by Ms. Graziano. The motion carried.

VII. CONSENT AGENDA

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

UNANIMOUS

Approved and ratified the vouchers as presented.

***B. Personnel Items**

UNANIMOUS

A motion was made by Mrs. Lambert that the Governing Board approve Consent Agenda item *VII.B. – Personnel Items as presented. The motion was seconded by Mr. Adams. The motion carried.

Dr. Cook introduced Lori Mora, the new Administrator for Special Education. Ms. Mora thanked the Governing Board for the opportunity to work for the District and looked forward to the opportunities for all students regardless of their skills and abilities.

Dr. Cook introduced Rhonda Warren, who had been on SmartSchools for the 2014-2015 school year and was rehired as the Principal of Sunburst Elementary School. Ms. Warren thanked her staff for giving her the opportunity to return as Principal at Sunburst. She acknowledged her husband and daughter who were in attendance at the meeting.

Dr. Cook introduced Jill Sarraino, the new Principal at Palo Verde Middle School. Ms. Sarraino thanked the Governing Board for the opportunity to continue to lead Palo Verde in excellence. She acknowledged the attendance of Palo Verde staff members, her husband and children, and current Palo Verde Principal Carol Patterson. She acknowledged the work that Ms. Patterson had accomplished at Palo Verde and pledged to continue her work and make her proud.

***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. American Heart Association donated a check in the amount of \$2,500.00 for athletic equipment and health and fitness programs for the benefit of students at Shaw Butte Elementary School.
2. Arizona Cardinals Football Club donated a check in the amount of \$100,000.00 for additional staffing, student uniforms, binders, lanyards and field trips for the benefit of the students at Arizona Cardinals Preparatory Academy.
3. CSAA Insurance Group/AAA Care Program donated 200 hygiene kits and 20 lice kits with an approximate value of \$1,200.00 for the benefit of students at Mountain View School students at Cholla Middle School.
4. Mattel Children's Foundation donated 135 kits for STEM Education Awareness (grades K-6) with an approximate value of \$17,820.00 to the WESD Curriculum

April 9, 2015

Department.

5. Moon Valley Gardens Neighborhood Block Watch donated a check in the amount of \$517.58 for the purchase of seven half dome mirrors for student and staff safety in hallways and stairwells at Moon Mountain Elementary School.
6. Peter Piper Pizza donated a check in the amount of \$418.96 for the benefit of the WESD BEGIN Program.
7. Phoenix Alumnae Chapter of Sigma Alpha Iota donated a viola, a violin fiber bow, and an instruction book with an approximate value of \$392.42 for the benefit of music students at Chaparral Elementary School.
8. Pi Beta Phi donated 300 books with an approximate value of \$3,000.00 for the benefit of students at Sunset Elementary School.
9. Pi Beta Phi donated 75 books with an approximate value of \$623.22 for the benefit of students at Abraham Lincoln Traditional School
10. SPICE (Mountain Sky Parent/Teacher Association) donated a check in the amount of \$5,742.40 to be used for stipends for after-school activities for the benefit of students at Mountain Sky Junior High School.
11. Take Charge America donated a check in the amount of \$1,000.00 to support the WESD Community Food Drive.

- | | |
|--|------------------|
| *D. Annual Intergovernmental Cooperative Purchase Agreements with the 1 Government Procurement Alliance (IGPA), Mohave Educational Services Cooperative (MESC), State Procurement Office (SPO), The Cooperative Purchasing Network (TCPN) | UNANIMOUS |
| *E. Extension and Renewal of an Annual Contract for Specified Goods and Services | UNANIMOUS |
| *F. Permission to Pursue the 21st Century Community Learning Center Grant in the Amount of \$3,995,000.00 on Behalf of the District | UNANIMOUS |
| *G. Acceptance of the Washington Education Foundation Grants in the Amount of \$3,813.69 and Virginia G. Piper Back to School Grant in the Amount of \$40,700.00 | UNANIMOUS |

VIII. ACTION / DISCUSSION ITEMS

- | | |
|---|------------------|
| A. Interest-Based Negotiations (IBN) Team's Recommendations for 2015-2016 | UNANIMOUS |
| Dr. Cook advised the Board that it was being offered the culmination of a year's work by the Interest-Based Negotiations (IBN) team. Dr. Cook introduced Ms. Sue Snyder to present the IBN team's recommendations to the Board. | |

Ms. Snyder introduced the IBN team members who were in attendance at the Board meeting and reviewed the IBN team's recommendations that were made utilizing the interest-based process to reach consensus. Ms. Snyder reported that the interest-based process was non-adversarial and non-positional, and was based on trust, communication, and consensus building. She stated that the process had proven to be very effective for many years in the District.

Mrs. Lambert thanked the IBN team for its hard work.

April 9, 2015

Mr. Adams stated that the IBN team was the best tool for the Governing Board to utilize and thanked everyone on the IBN team.

Ms. Graziano expressed her appreciation that the IBN team was able to provide a one-time, lump sum payment to all employees and thanked the IBN team for its work.

Dr. Cook acknowledged Sue Snyder for her ability to take complex information from six long, complicated IBN meeting days and put it into a presentation that made it very easy to understand.

A motion was made by Mrs. Lambert that the Governing Board approve the following recommendations. The motion was seconded by Ms. Graziano. The motion carried.

1. It was recommended that a one-time, lump sum payment be distributed to employees according to a tiered payment matrix that is based on length of consecutive employment with WESD. Employees with a start date of 2/1/2015 or earlier are eligible to receive the one-time, lump sum payment, including those whose salary is at or beyond the current ending salary of the applicable salary schedule. The cost of this compensation plan is approximately \$1 million.
 - On 8/21/2015, distribute a one-time, lump sum payment of \$300.00 to each 1.0 FTE employee with a start date between 7/1/2011 and 2/1/2015, and still employed by WESD in a regular position as of 8/14/2015. For less than full-time employees, prorate the lump sum based on FTE as of 3/31/2015.
 - On 8/21/2015, distribute a one-time, lump sum payment of \$350.00 to each 1.0 FTE employee with a start date between 7/1/2006 and 6/30/2011, and still employed by WESD in a regular position as of 8/14/2015. For less than full-time employees, prorate the lump sum based on FTE as of 3/31/2015.
 - On 8/21/2015, distribute a one-time, lump sum payment of \$400.00 to each 1.0 FTE employee with a start date between 7/1/2001 and 6/30/2006, and still employed by WESD in a regular position as of 8/14/2015. For less than full-time employees, prorate the lump sum based on FTE as of 3/31/2015.
 - On 8/21/2015, distribute a one-time, lump sum payment of \$450.00 to each 1.0 FTE employee with a start date between 7/1/1996 and 6/30/2001, and still employed by WESD in a regular position as of 8/14/2015. For less than full-time employees, prorate the lump sum based on FTE as of 3/31/2015.
 - On 8/21/2015, distribute a one-time, lump sum payment of \$500.00 to each 1.0 FTE employee with a start date between 7/1/1991 and 6/30/1996, and still employed by WESD in a regular position as of 8/14/2015. For less than full-time employees, prorate the lump sum based on FTE as of 3/31/2015.
 - On 8/21/2015, distribute a one-time, lump sum payment of \$550.00 to each 1.0 FTE employee with a start date between 7/1/1986 and 6/30/1991, and still employed by WESD in a regular position as of 8/14/2015. For less than full-time employees, prorate the lump sum based on FTE as of 3/31/2015.
 - On 8/21/2015, distribute a one-time, lump sum payment of \$600.00 to each 1.0 FTE employee with a start date of 6/30/1986 or earlier, and still employed by WESD in a regular position as of 8/14/2015. For less than full-time employees, prorate the lump sum based on FTE as of 3/31/2015.
2. It was recommended that the stipend hourly rate for temporary, after-school instructors be increased from \$20.33 to \$25.00 effective with the 2015-2016 school year, with no cost to the M&O budget.

April 9, 2015

B. 2014-2015 Revenue Budget

UNANIMOUS

Dr. Cook advised the Board that they were being presented with the 2014-2015 Revenue Budget, which was no longer a requirement by the State of Arizona. However, action by the Board was recommended by the auditors in order to prepare the Comprehensive Annual Financial Report. Dr. Cook introduced Mr. David Velazquez who provided the information.

Mr. Velazquez advised there was one new line item on page 25 – Fund 665–Energy and Water Savings. He reported that the Legislature now allows the District to capture the savings it incurs from its energy savings programs.

Ms. Graziano thanked Mr. Velazquez for the report and asked what Fund 565-Litigation Recovery was? Mr. Velazquez responded that the funds were from an old Microsoft class-action lawsuit. He reported that the funds had been reserved for repairs and purchases made by the Management Information System (MIS) Department.

A motion was made by Mr. Jahneke that the Governing Board approve the stated revenue amounts as estimated budget for the 2014-2015 fiscal year. The motion was seconded by Mr. Herrera. The motion carried.

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

UNANIMOUS

Dr. Cook advised the Board that the District was required by the City of Phoenix and the Federal Regulations to annually present a review of the Head Start Program philosophy, long-range and short-range program goals, and the self-assessment process. Dr. Cook introduced Ms. Diana Howsden, Director of Head Start Services, and Ms. Michaele Pilsbury, Head Start Program Coordinator, to present information regarding the Head Start Program.

Ms. Howsden provided an update about the District's Head Start Program and Ms. Pilsbury provided a review of the self-assessment process.

Mrs. Lambert stated that the Head Start Program had a positive effect on the 700 students and their families to get them prepared to enter the educational system. She expressed her appreciation to the Head Start staff for all that they do.

Mr. Herrera reported that he was a strong supporter of the Head Start Program because he had participated in the program as a child and had fond memories of the experience. Mr. Herrera stated that he had received favorable comments from kindergarten teachers that the Head Start students were well prepared when they started school.

Ms. Graziano thanked Ms. Howsden and Ms. Pilsbury for their efforts and hard work. She stated that since the program only funded enrollment for 588 children and the actual enrollment was 700 children (reflected children entering and leaving the program), there must be a long waiting list. Ms. Howsden replied that they were required to have a 20% waiting list, however, they had many more children on the waiting list. Ms. Graziano wished the District had more funding and classrooms to accommodate all of the children on the waiting list.

A motion was made by Mr. Adams that the Governing Board approve the Preschool/Head Start Philosophy, the Head Start Long-Range and Short-Range Goals, and the Self-Assessment Plan. The motion was seconded by Mr. Herrera. The motion carried.

April 9, 2015

D. RFQ #14.021, Construction Manager at Risk (CMAR) Services for Multi-site Door Hardware Replacement Project – Guaranteed Maximum Price (GMP) with Brignall Construction in an Amount Not-to-Exceed \$1,405,131.00 **UNANIMOUS**

Dr. Cook advised the Board that they were being presented with a recommendation for Construction Manager at Risk Services. Dr. Cook introduced Mr. Howard Kropp to offer information and advised that Mr. Mike Kramer, Director of Capital Projects/Maintenance, and Mr. Paul Hartley of H2 Group were also present to answer questions.

Mr. Kropp stated that the District was recommending the guaranteed maximum price for the multi-site door hardware replacement project (10 locations) with Brignall Construction as the Construction Manager at Risk (CMAR) to complete the project. He advised that Susan Rojas from Brignall Construction was also available to answer questions.

Ms. Graziano asked if the guaranteed maximum price included the contingency. Mr. Kropp confirmed that it did include the contingency.

Mr. Adams commended everyone involved with the project and stated that Brignall Construction had a good reputation.

A motion was made by Ms. Graziano that the Governing Board approve the Guaranteed Maximum Price for the Multi-site Door Hardware Replacement Project with Brignall Construction as the Construction Manager at Risk in an amount not to exceed \$1,405,131.00. The motion was seconded by Mr. Jahneke. The motion carried.

E. Utilize Intergovernmental Cooperative Purchase Agreements with Mohave Education Services Cooperative (MESC) **UNANIMOUS**

Dr. Cook introduced Ms. Cathy Thompson, Director of Business Services, to provide information regarding the utilization of an intergovernmental cooperative purchase agreement with Mohave Education Services Cooperative (MESC).

Ms. Thompson reported that two buses were out of commission and the District did not have the funding to purchase replacement buses. She advised that the lease purchase of three buses would not impact the capital budget plan negatively.

Ms. Graziano asked if the three-year lease of the three buses instead of purchasing one bus would sustain the District for three years. Ms. Thompson replied that the District should replace three to four buses per year due to an aging fleet, however, the budget could not meet the need. Therefore, this recommendation for the lease purchase of three buses would increase the ability of the Transportation Department to meet the needs of our students on a daily basis without an impact to the capital budget plan.

Mr. Adams asked if there was a penalty if there was a need for the District to terminate the lease. Ms. Thompson responded that there was a provision that the lease was contingent on the Governing Board allocating the funding for any given year. She advised that this provision was on every lease that the District had signed. Ms. Thompson reported that if the Board did not allocate funding for any given year, the buses would be surrendered with no penalty.

A motion was made by Mr. Jahneke that the Governing Board approve the lease purchase of three 78-passenger buses under the Intergovernmental Cooperative Purchase Agreement with Mohave Educational Services Cooperative (MESC). The annual cost for the lease is \$147,773.00 for a total cost of \$443,319.00 over three years. It was further moved that the Governing Board authorize the Superintendent to execute all documents related to the lease. The motion was seconded by Mr. Herrera. The motion carried.

IX. FUTURE AGENDA ITEMS

There were no future agenda items.

X. ADJOURNMENT

A motion was made by Mr. Adams to adjourn the Regular Meeting at 8:20 p.m. The motion **UNANIMOUS** was seconded by Mr. Jahneke. The motion carried.

SIGNING OF DOCUMENTS

Documents were signed as tendered by the Governing Board Secretary

BOARD SECRETARY

DATE

BOARD OFFICIAL

DATE

April 9, 2015

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: April 23, 2015 Information
AGENDA ITEM: *Approval/Ratification of Vouchers 1st Reading

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

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

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

SUPPORTING DATA

Funding Source: Various
Budgeted: Yes

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

APPROVE/RATIFY FY14/15 PAYROLL VOUCHERS (warrants for services and materials, payroll expense):

04/03/15	2,699,420.98
Totals:	2,699,420.98

APPROVE/RATIFY FY 14/15 EXPENSE VOUCHERS (warrants for services and materials, payroll expense):

04/01/15	1,375,737.03
04/08/15	4,841,454.90
Totals:	6,217,191.93

SUMMARY AND RECOMMENDATION

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

Superintendent 

Board Action	Motion	Second	Ave	Nay	Abstain
Adams					
Graziano					
Herrera					
Jahneke					
Lambert					

Agenda Item *II.A.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: April 23, 2015 Information
AGENDA ITEM: *Personnel Items 1st Reading

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

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

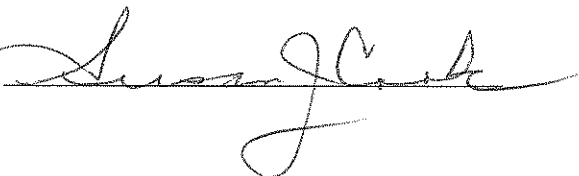
Funding Source: Various
Budgeted: Yes

The attached personnel actions are presented for approval.

SUMMARY AND RECOMMENDATION

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

Superintendent



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

Agenda Item *II.B.

RECOMMENDED PERSONNEL ACTIONS

April 23, 2015

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

A. ADMINISTRATIVE

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

B. CERTIFIED

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

Barbour	Janine	Teacher-4th Grade	Maryland	Resignation	1	5/29/2015
Basista	Brad	Teacher-6th Grade	Sweetwater	Resignation	2	5/29/2015
Benson	Cheryl	Teacher	Cactus Wren	Leave of Absence for FY 15-16		7/1/2015
Combe	Jennifer	Program Coach	Sunnyslope	Leave of Absence for FY 15-16		7/1/2015
Cone	Tamara	Teacher	Cactus Wren	Resignation from Leave of Absence	6	6/30/2015
Cordner	Megan	Speech Pathologist	Mountain View/ Maryland	Resignation	4	5/29/2015
Culler	Brooke	Teacher-1st Grade	Ocotillo	Resignation	2	5/29/2015
Czarnik	Nola	Teacher-5th Grade	Maryland	Resignation	1	5/29/2015
Dunger	Robert	Teacher-Music	Sunburst	Leave of Absence for FY 15-16		6/30/2015
Fix	Karen	Teacher-Art	Maryland	Resignation	1	5/29/2015
Fondse	Annika	Teacher-Art	Arroyo	Resignation	7	5/29/2015
Froncek	Katherine	Teacher-2nd Grade	Washington	Retirement	3	5/29/2015
Glaser	Jo	Teacher-Music	Ocotillo	Resignation	5	6/30/2014
Gordon	Kyla	Teacher-3rd Grade	Cactus Wren	Resignation	4	5/29/2015
Jaramillo	Sara	Program Coach	Alta Vista	Resignation from Leave of Absence	14	6/30/2015
Jech	Allison	Teacher-1st Grade	Maryland	Resignation	2	5/29/2015
Jefferson	Allison	Teacher-3rd Grade	Richard Miller	Leave of Absence for FY 15-16	5	7/1/2015
LaBovick	Karen	Teacher-6th Grade	Moon Mountain	Resignation	1	5/29/2015
Lehrman	Christina	Teacher-CCK	Mountain View	Leave of Absence for FY 15-16		6/30/2015
Levandowski	Laura	Teacher-2nd Grade	Roadrunner	Resignation	5	5/29/2015
Lockard	Erin	Teacher	Mountain Sky	Resignation from Leave of Absence	3	6/30/2015
Mahoney	Christina	Teacher-6th Grade	Tumbleweed	Leave of Absence for FY 15-16		7/1/2015
Mann	Anna	Teacher-3rd Grade	Desert View	Resignation	4	5/29/2015
Maxwell	Debra	Teacher-CCSC	Sweetwater	Retirement	4	5/29/2015
May	Jody	Teacher-Language Arts	Maryland	Resignation	2	5/29/2015
McCusker	Marcia	Teacher-Reading	Maryland	Resignation from Leave of Absence	6	6/30/2015
McLean	Amy	Teacher-Gifted	Sahuaro	Leave of Absence for FY 15-16		7/1/2015
McLean	Lynn	Teacher-3rd Grade	Lookout Mountain	Leave of Absence for FY 15-16		7/1/2015
McGowan	Michelle	Teacher-2nd Grade	Tumbleweed	Resignation from Leave of Absence	7	6/30/2015
Meserve	Shawna	Teacher-2nd Grade	Manzanita	Leave of Absence for FY 15-16		6/30/2015
Metcalf	Joy	Teacher-6th Grade	Royal Palm	Resignation from Leave of Absence	4	6/30/2015

RECOMMENDED PERSONNEL ACTIONS

April 23, 2015

B. CERTIFIED (continued)

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Morgan	Daniele	Teacher	Manzanita	Resignation from Leave of Absence	9	6/30/2015
Morgan	Shelly	Academic Intervention Specialist	Tumbleweed/ Sahuaro	Leave of Absence for FY 15-16		7/1/2015
Oetter	Jillian	Teacher-2nd Grade	Abraham Lincoln	Leave of Absence for FY 15-16		7/1/2015
Olmud	Wendy	Teacher-Reading	Royal Palm	Leave of Absence for FY 15-16		6/30/2015
Olson	Faith	Teacher-Reading	Lookout Mountain	Retirement	7	5/29/2015
Passamonte	Kacie	Teacher-Kindergarten	Sahuaro	Resignation	1	5/29/2015
Rogers	Nancy	Teacher-4th Grade	Sweetwater	Retirement	21	5/29/2015
Ronan	Susan	Teacher-3rd Grade	Arroyo	Retirement	24	5/29/2015
Sarmiente	Ashley	Teacher-Language Arts	Mountain Sky	Resignation from Leave of Absence	3	6/30/2015
Schlung	Sarah	Teacher-Language Arts	Sweetwater	Resignation	4	5/29/2015
Shillington	Kari	Teacher-LD	Mountain View	Resignation	1	5/29/2015
Siegel	Dianne	Teacher-PE	Special Services	Resignation from Leave of Absence	7	6/30/2015
Stewart	Jennifer	Teacher- Reading	Orangewood	Resignation from Leave of Absence	8	6/30/2015
Tindell	Alicia	Teacher-CCK	John Jacobs	Rescinding Resignation		5/29/2015
Tramontozzi	Christine	Teacher	Tumbleweed	Leave of Absence for FY 15-16		7/1/2015

C. FULL-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Carillo	Alfonso	Night Custodian	Alta Vista	Resignation	5 mo.	4/16/2015
Corrales	Rosa	Night Custodian	Washington	Retirement	7	7/31/2015
Crane	Shayln	Office Technician	Sunset	Leave of Absence for FY 15-16		7/1/2015
Efimova	Irina	Library Technician	Orangewood	Resignation	11	5/18/2015
Skirpan	Elizabeth	Private School Instructor	Private School Consortium	Leave of Absence for 14-15 and 15-16 fiscal years	3	3/1/2015
Smith	Maranda	Paraprofessional	John Jacobs	Resignation	1	3/16/2015
Tompsett	Dean	Bus Driver	Transportation	Leave of Absence for FY 15-16		7/1/2015
Yeager	Vincent	Trades Specialist	Maintenance	Leave of Absence for FY 15-16		7/1/2015

D. PART-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Brown	Janet	Paraprofessional	Cactus Wren	Resignation	3	5/28/2015
Cordova	Leticia	Paraprofessional	Manzanita	Resignation	1.5	5/28/2015
Crandall	Patricia	Bus Driver	Transportation	Resignation	11	6/30/2015
Davis	Kathy	Food Service Clerk	Orangewood	Resignation	13	6/30/2015

RECOMMENDED PERSONNEL ACTIONS

April 23, 2015

D. PART-TIME CLASSIFIED (continued)

LAST NAME	FIRST	POSITION	LOCATION	ACTION	YEARS OF SERVICE	EFFECTIVE DATE
Frost	Craig	Paraprofessional	Moon Mountain	Resignation	1	5/28/2015
Grijalva-Vasquez	Guadalupe	KidSpace Assistant	Abraham Lincoln	Resignation	1 mo.	3/13/2015
Hamilton	Mary	Paraprofessional	Arroyo	Resignation	7	4/6/2015
Jones-Beck	Tanya	Paraprofessional	Cactus Wren	Resignation	3	4/6/2015
Lucas	Shaylyn	KidSpace Assistant	Abraham Lincoln	Resignation	1	4/10/2015
Markovic	Mirela	Food Service Unit Leader	Food Services	Resignation	10	6/30/2015
Owens	Makensie	Paraprofessional	Manzanita	Resignation	2 mo.	4/20/2015
Owens	Tiffany	Bus Assistant	Transportation	Resignation	3 mo.	4/3/2015
Perez Contreras	Brenda	KidSpace Assistant	Chaparral	Resignation	1	4/6/2015
Polimeni	Jennifer	Paraprofessional	Chaparral	Resignation	3	6/30/2015
Quinonez	Sonia	Bus Assistant	Transportation	Termination	8 mo.	4/2/2015
Strohmeier	Taylor	Bus Assistant	Transportation	Termination	1 mo.	4/6/2015
Thorp	Brandee	Food Service Helper	Desert Foothills	Termination	4	3/10/2015
Williams	Dominique	Paraprofessional	Ironwood	Resignation	7	4/10/2015

II. EMPLOYMENT

A. ADMINISTRATIVE

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION	
Herzog	Bert	Director of Transportation	E	Transportation	FY 15-16
Whiteman	Chance	Principal	E	Sunnyslope	FY 15-16

B. CERTIFIED

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION	
Byrne	Nicole	Teacher-4th Grade	E	Balance of Year	
Klink	Tracee	Teacher-5th Grade	E	Balance of Year	

C. FULL-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION	
Arroyo	Rudolfo	Night Custodian	E	Sunnyslope	
Rienecker	Darcie	Paraprofessional	E	John Jacobs	
Velasquez	Eduardo	Custodian	E	Sunburst	

D. PART-TIME CLASSIFIED

LAST NAME	FIRST	POSITION	(E)XISTING OR (N)EW	LOCATION	
AlWaan	Ibtengah	Food Service Helper	E	Food Services	
Cameron	Sondra	Paraprofessional	E	Tumbleweed	
Garcia Ortega	Yareli	Food Service Helper	E	John Jacobs	
Gerloff	Maeghan	KidSpace Assistant	E	Chaparral	
Gustafson	Susan	Food Service Helper	E	Mountain View	
McDonough	Charlotte	Food Service Helper	E	Food Services	
Myers	Ronda	Bus Driver	E	Transportation	
Ramirez	Stanley	KidSpace Assistant	E	Manzanita	

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: April 23, 2015 Information
AGENDA ITEM: *Public Gifts and Donations (The Value of Donated Items is Determined by the Donor) 1st Reading
INITIATED BY: Dr. Susan J. Cook, Superintendent SUBMITTED BY: Dr. Susan J. Cook, Superintendent
PRESENTER AT GOVERNING BOARD MEETING: Dr. Susan J. Cook, Superintendent
GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA and A.R.S. §15-341

SUPPORTING DATA

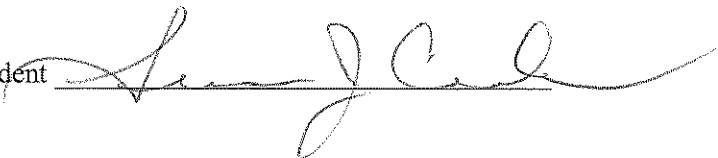
Funding Source: Donations
Budgeted: N/A

1. Bethel Lutheran Church donated a check in the amount of \$1,000.00 for the benefit of students at Washington Elementary School.
2. Richard E. Miller Parent/Teacher Organization donated checks totaling \$2,437.20 to purchase library books for the benefit of students at Richard E. Miller Elementary School.
3. Richard E. Miller Parent/Teacher Organization donated a check in the amount of \$2,324.81 for the purchase and installation of a SMART Board to benefit classroom students at Richard E. Miller Elementary School.
4. Walnut Canyon Press donated 4,130 copies of the book Arizona: Nations and Art (honoring Arizona Native American art and culture) with a value of \$17,552.50 for the benefit of all 4th grade students in the Washington Elementary School District.

SUMMARY AND RECOMMENDATION

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

Superintendent



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

Agenda Item *II.C.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: April, 23, 2015 Information
AGENDA ITEM: *Addendum to the Food Program Permanent Service Agreement for the Summer Food Service Program 1st Reading

INITIATED BY: Connie Parmenter, RD, Director of Nutrition Services
SUBMITTED BY: Connie Parmenter, RD, Director of Nutrition Services

PRESENTER AT GOVERNING BOARD MEETING: Connie Parmenter, RD, Director of Nutrition Services

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: SFSP
Budgeted: Yes

On April 29, 2014, the Governing Board approved the Food Program Permanent Service Agreement with the Arizona Department of Education for participation in the Child Nutrition Programs. This is an Addendum to the Agreement to include participation in the Summer Food Service Program.

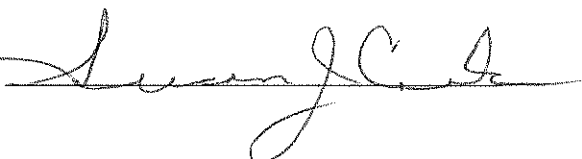
The Summer Food Service Program provides free meals during the summer to children ages 1 to 18. This summer, the Nutrition Services Department will provide meals through the Summer Food Service Program at 28 WESD schools, four City of Phoenix Community Centers, ACCEL School, and Gompers School.

The Addendum has been reviewed by District Legal Counsel.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the Addendum to the Food Program Permanent Service Agreement for the Summer Food Service Program.

Superintendent



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

Agenda Item *II.D.



State of Arizona
Department of Education

**ADDENDUM TO FOOD PROGRAM PERMANENT SERVICE AGREEMENT
FOR PARTICIPATION IN SUMMER FOOD SERVICE PROGRAM**

PROVISIONS FOR THE SUMMER FOOD SERVICE PROGRAM

1. The Sponsor, Washington Elementary School District
("SPONSOR") agrees to operate the Summer Food Service Program in compliance with Title 7,
Part 225 of the Code of Federal Regulations effective May 29, 2015.
2. The SPONSOR agrees to operate the Summer Food Service Program in compliance with State or
local health and safety standards.
3. The SPONSOR agrees to provide meals through the Summer Food Service Program to children ages
18 and under or people 19 years of age and over who have a mental or physical disability and
who participate in a public or private non-profit school program during the school year.
4. The SPONSOR agrees to only claim reimbursement for approved meals served through the Summer
Food Service Program. Meals served prior to State agency approval shall not be claimed.
5. The SPONSOR agrees to claim reimbursement for meals served while school is not in session, with
State agency approval.
6. The SPONSOR agrees to only claim reimbursement for those meals that meet or exceed the
minimum Federal standards established for meals, and to maintain documentation of the foods
and portions served to meet these standards.
7. The SPONSOR agrees to claim all meals at the free rate of reimbursement at area-eligible sites in
the attendance boundary of a school where 50% or more of the children qualify for free or
reduced-price meals or 50% or more of the children in the census block group are eligible for free
and reduced-price school meals. The only exception is for children enrolled in a residential
camp. Residential camps must collect income eligibility information for each enrolled child and
can only claim meals at the free rate for children who qualify for free or reduced-price meals.
8. The SPONSOR agrees to provide Summer Food Service Program meals at no charge. The only
exception is for residential camps. Residential camps may charge for meals served to children
who do not qualify for free or reduced-price meals.
9. The SPONSOR agrees to maintain children on site while meals are consumed.
10. The SPONSOR agrees to maintain documentation of the following for each serving site: program
operating and administrative costs; funds accruing to the program; training of staff; monitoring of
sites; the number of meals prepared/delivered, by type, each day; the number of complete first
meals, complete second meals, excess meals or left-over meals, meals to program adults and
meals to non-program adults served each day; daily meal production records; and daily menus.

This institution is an equal opportunity provider and employer.

11. The SPONSOR may serve and claim up to two (2) meals or one (1) meal and one (1) snack within the approved meal time each day. The SPONSOR cannot serve and claim lunch and supper on the same day, at the same site. Approved camp and migrant site sponsors may serve and claim up to three (3) meals each day or two (2) meals and one (1) snack. Approved camp and migrant site sponsors may claim lunch and supper on the same day at the same site.
12. The SPONSOR agrees to monitor each site according to regulations.
13. The SPONSOR agrees to meet the training requirement for its administrative and operational personnel as required under 225.15 (d)(1).
14. The SPONSOR agrees to retain final financial and administrative responsibility for its program.

SPONSOR:

Signature of Authorized Representative

Name (printed or typed)

Title

Date

STATE AGENCY:

Signature of State Agency Representative

Name (printed or typed)

Title

Date

This institution is an equal opportunity provider and employer.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board X Action
FROM: Dr. Susan J. Cook, Superintendent Discussion
DATE: April 23, 2015 Information
AGENDA ITEM: *Renewal of Intergovernmental Agreement with Mesa Unified School District for the Mesa Distance Learning Program. 1st Reading

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

PRESENTER AT GOVERNING BOARD MEETING: Natalie McWhorter, Director of Curriculum

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA and A.R.S 15-808

SUPPORTING DATA

Funding Source: M & O
Budgeted: Yes

On June 30, 2012 the Governing Board approved an extension of the original 2005 Intergovernmental Agreement (IGA) between Washington Elementary School District (WESD) and Mesa Unified School District for the Mesa Distance Learning Program for July 1, 2012 through June 30, 2015. This agreement has enabled WESD to offer rigorous, interactive, standards-based, online instructional programs to current District students in alternative education placements, as well as to home-schooled students who reside within the District boundaries. For special education, gifted, and homebound students, distance learning may provide an effective instructional delivery option in lieu of more traditional services. Furthermore, distance learning may enhance the at-home educational experience for home-schooled students, while contributing to the District's Average Daily Membership (ADM).

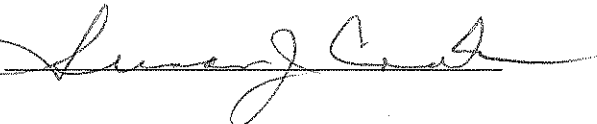
This is a renewal of the IGA for the period of July 1, 2015 through June 30, 2018.

The renewal has been reviewed by the District Legal Counsel.

SUMMARY AND RECOMMENDATION

It is recommended that the Governing Board approve the renewal of the Intergovernmental Agreement between Washington Elementary School District and Mesa Unified School District for the Mesa Distance Learning Program for July 1, 2015 through June 30, 2018 and authorize the Superintendent to execute the necessary documents on behalf of the District.

Superintendent



Board Action	Motion	Second	Ave	Nay	Abstain
Adams					
Graziano					
Herrera					
Jahneke					
Lambert					

Agenda Item *II.E.



Mesa Distance Learning Program
1025 North Country Club Drive
Mesa, Arizona 85201-3307
(480) 472-7285 | fax (480) 472-0887
www.mdlp.org

Helen Riddle
DIRECTOR
hdriddle@mpsaz.org

April 2, 2015

Dr. Susie Cook
Superintendent
Washington Elementary School District
4650 W. Sweetwater Avenue
Glendale, AZ 85304

Re: Mesa Unified School District and Washington Elementary School District
IGA for Distance Learning and Related Services

Dear Dr. Cook:

This letter will confirm that we are extending the term of this agreement which ends June 30, 2015, through June 30, 2018.

Please confirm that you agree to this extension by signing this letter in the space provided below and returning it to me.

Sincerely,

A handwritten signature in cursive script that reads "Helen Riddle".

Helen Riddle
Director, Mesa Distance Learning Program

Copy: Tom Pickrell, General Counsel

The foregoing is accepted and agreed to:

Dr. Susie Cook, Superintendent
Washington Elementary School District

Date _____

Natalie McWhorter, Director of Curriculum
Washington Elementary School District

Date _____

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board

X
X

 Action
Discussion
Information
1st Reading

FROM: Dr. Susan J. Cook, Superintendent

DATE: April 23, 2015

AGENDA ITEM: To Consider and, if Deemed Advisable, to Adopt a Resolution Authorizing the Issuance and Sale of School Improvement Bonds for the School District

INITIATED BY: Cathy Thompson, Director of Business Services SUBMITTED BY: Cathy Thompson, Director of Business Services

PRESENTER AT GOVERNING BOARD MEETING: Erika Miller, Vice President, Stifel, Nicolaus & Company

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: N/A
Budgeted: N/A

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.

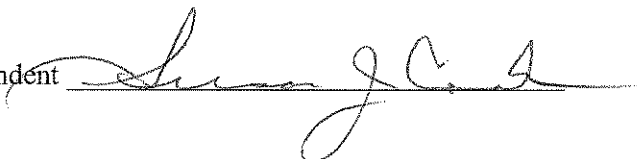
The District completed the issuance and sale of \$10,000,000.00 in Class B bonds under the 2010 School Improvement Bond Authorization in February 2011. An additional issuance and sale of \$20,000,000.00 was completed in August 2012. In order to expedite some building system replacements in 2014, an issuance and sale of \$5,000,000.00 was completed in May 2014.

The District now proposes the issuance and sale of not to exceed \$5,000,000 in Class B bonds of the \$30,000,000.00 of bonds that remain authorized for sale, but not yet issued, under the 2010 School Improvement Bond Authorization. In an effort to manage the total annual levy, there is no large bond sale planned until a later date in 2016. The bond sale being recommended will enable the District to begin design work on projects scheduled for completion in 2016.

SUMMARY AND RECOMMENDATION

It is recommended the Governing Board adopt a Resolution authorizing the issuance and sale of School Improvement Bonds for the District in an amount not to exceed \$5,000,000.00.

Superintendent



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

Agenda Item III.A.

To Consider and, if Deemed Advisable, to Adopt a Resolution Authorizing the Issuance and Sale of School Improvement Bonds for the School District

April 23, 2015

Page 2

In some 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 three percent. Final maturity of these bonds will not exceed five years. The cost to issue is also less for these types of sales. Some of the items considered when determining the payment schedule of bond debt are the tax impact and adhering as closely as possible to what was stated in the election pamphlet. This sale will not cause the District to exceed the annual levy that was included in the bond election pamphlet distributed to voters.

Erika Miller, Vice President at Stifel, Nicolaus & Company, will be available to answer any questions regarding the details of the sale.

RESOLUTION

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6 OF MARICOPA COUNTY, ARIZONA, SCHOOL IMPROVEMENT BONDS, PROJECT OF 2010, TAXABLE SERIES D (2015); PROVIDING CERTAIN TERMS, COVENANTS AND CONDITIONS CONCERNING THE BONDS; PROVIDING THE FORM OF BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF SUCH BONDS; PROVIDING FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; ACCEPTING THE PROPOSAL OF THE MARICOPA COUNTY TREASURER TO ACT AS THE REGISTRAR, TRANSFER AGENT AND PAYING AGENT WITH RESPECT TO THE BONDS; WAIVING THE FEDERAL TAX-EXEMPTION FOR THE BONDS; ACCEPTING A PROPOSAL FROM THE MARICOPA COUNTY TREASURER FOR THE PURCHASE OF THE BONDS; AND RATIFYING ALL ACTIONS TAKEN OR TO BE TAKEN WITH RESPECT TO THE BONDS.

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, by this Resolution the Governing Board of the District (the "*Board*") will order the sale of not to exceed \$5,000,000 aggregate principal amount of the District's School Improvement Bonds, Project of 2010, Taxable Series D (2015) (the "*Bonds*"); and

WHEREAS, with the aid of Stifel, Nicolaus & Company, Incorporated, the District's placement agent, the Board expects to receive an offer to purchase of the Bonds from the Treasurer of Maricopa County, Arizona (the "*Treasurer*") in substantially the form of a Bond Purchase Agreement attached as Exhibit B hereto (the "*Bond Purchase Agreement*") and the District desires that the Bonds be sold through negotiation to the Treasurer on such terms as may meet the parameters of this resolution and hereafter be approved by the District Superintendent or the 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 in accordance with the Bond Purchase Agreement;

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 to be issued and sold a series of bonds in an aggregate principal amount of not to exceed \$5,000,000. The Bonds so authorized shall be designated Washington Elementary School District No. 6 of Maricopa County, Arizona, School Improvement Bonds, Project of 2010, Taxable Series D (2015), and shall be issued and sold in accordance with the provisions of this resolution and applicable laws. The interest income on the Bonds shall not be exempt from federal income taxes; provided, however,

that such waiver of the exemption from federal income taxes shall not be construed to be a waiver that extends to any bonds issued to refund the Bonds, unless the resolution authoring such refunding bonds shall contain an equivalent waiver. The series designation of the Bonds may change to reflect the name of the Bonds at the time of sale.

Section 2. Terms.

A. **Bonds.** The Bonds shall be dated the date of initial delivery to the Treasurer, shall mature on July 1 in some or all of the years 2015 to 2019, inclusive, and shall bear interest from their date to the maturity or earlier redemption of each of the Bonds, provided that the adjusted bond yield (as determined pursuant to the regulations of the Internal Revenue Code) shall not exceed 3.0% per annum. The 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 Bonds shall be as set forth in the Bond 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 Bond Purchase Agreement.

The Bonds shall be issued in denominations of \$100,000 or greater thereof 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 July 1, 2015 or such other date as provided in the Bond Purchase Agreement. The denominations may not be changed or reduced without the District's consent.

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

Notwithstanding any other provisions of this resolution, so long as the 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.

The Bonds shall have such other terms and provisions as are set forth in the form of Bond Purchase Agreement in substantially the form set forth in Exhibit B hereto.

Section 3. Prior Redemption. The Bonds may be subject to optional redemption prior to their stated maturity dates as provided in the Bond Purchase Agreement.

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 administration costs 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. Use of Proceeds. 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 purposes 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 placement agent'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. So long as the Book-Entry-Only System is in effect with respect to the Bonds, the Bonds shall be in substantially the form of *Exhibit A* 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 Bond 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 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. **Bonds.** 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 Bond shall not be valid or binding until authenticated by the manual signature of an authorized representative of the Registrar of the Bonds. The signature of the authorized representative of the Registrar shall be conclusive evidence that such Bond has been authenticated and issued pursuant to this resolution.

B. **Bond Purchase Agreement.** The Bond Purchase Agreement between the District and the Treasurer, substantially in the form attached as *Exhibit B*, is approved and the President or any other member of this Board is authorized to execute and deliver such Bond Purchase Agreement when fully completed.

C. Agreement. The Agreement between the District and the Maricopa County Treasurer, substantially in the form attached as Exhibit C, is approved and the President or any other member of this Board is authorized to execute and deliver such Agreement at the time the Bonds are initially registered.

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 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 Registrar and the Treasurer of evidence satisfactory to the Registrar and the Treasurer that such Bond was destroyed or lost, and furnishing the Registrar and the Treasurer with a sufficient indemnity bond pursuant to A.R.S. § 47-8405.

Section 9. Acceptance of Offer; Sale of Bonds; Approval. The offer of the Treasurer to pay the principal amount of the Bonds, for the Bonds bearing the interest rates to be set forth on the completed Bond Purchase Agreement, substantially in the form shown on Exhibit B hereto is hereby accepted and the Bonds are ordered sold to the Treasurer in accordance with the terms of such proposal; provided, however, that the terms set forth in the finally-adopted Bond Purchase Agreement shall be within the parameters set out in this resolution.

The Treasurer is hereby authorized and directed to cause the Bonds to be delivered to or upon the order of the Treasurer upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of the Bond Purchase Agreement. Any other provisions of this resolution to the contrary notwithstanding, the Bonds will 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. The District will maintain an office or agency where Bonds may be presented for registration or transfer and an office or agency where Bonds may be presented for payment. The District may appoint one or more co-registrars or one or more additional Paying Agents. The Registrar and Paying Agent may make reasonable rules and set reasonable requirements for their respective functions with respect to the owners of the Bonds.

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

Each Paying Agent shall be required to agree in writing that the Paying Agent will hold in trust for the benefit of the owners of the Bonds all moneys held by the Paying Agent 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 Bonds. An authenticating agent may authenticate 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 Bonds which will show the registered owners of the Bonds and of transfer of the Bonds. When 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 Bonds registered in the name of the transferee of the same principal amount, maturity and rate of interest as the surrendered Bonds. All transfer fees and costs shall be paid by the transferor. The "*Record Date*" for the Bonds shall be the close of business of the Registrar on the fifteenth day of the month preceding an interest payment date or principal payment date, as applicable. The Registrar may, but shall not be required to, transfer or exchange any Bonds during the period commencing on the Record Date to and including the respective Interest Payment Date. If the Registrar transfers or exchanges Bonds within the period referred to above, interest on such Bonds shall be paid to the person who was the registered owner at the close of business of the Registrar on the Record Date as if such transfer or exchange had not occurred.

The 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 and the District are met.

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

Section 12. Investment of Moneys. Pursuant to A.R.S. §§ 15-1024 and 15-1025, subject to the provisions of Section 12 hereof, 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-government 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 13. 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 Treasurer 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.

Section 14. Representations, Warranties and Covenants of the District. The District hereby represents, warrants and covenants as follows:

- (a) The proceeds of any Class A bonds (as defined in A.R.S. § 15-101(4)) of the District have been spent or obligated in contract;
- (b) Bond proceeds shall not be expended for soft capital items or other items whose useful life is less than the average life of the Bonds, except as provided in paragraph (e) below;
- (c) Bond proceeds shall not be expended for items whose useful life is less than five years, except as provided in paragraph (e) below;
- (d) Bond proceeds shall not be used to pay the expenses of the Election; and
- (e) Bond proceeds may be expended for furniture, equipment and technology, so long as the final maturity of the Bonds is not more than five (5) years.

Section 15. Severability. 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.

PASSED, ADOPTED AND APPROVED by the Governing Board of Washington Elementary School District No. 6 of Maricopa County, Arizona, on April 23, 2015.

President

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-_____

Denomination: _____

**WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6
OF MARICOPA COUNTY, ARIZONA
SCHOOL IMPROVEMENT BOND,
PROJECT OF 2010, TAXABLE SERIES D (2015)**

<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Original</u> <u>Dated Date</u>
_____%	July 1, ____	_____, 2015

Registered Owner: _____

Principal Amount: _____ AND NO/100 DOLLARS (\$_____.00)

WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6 OF MARICOPA COUNTY, ARIZONA (the "*District*"), for value received, hereby promises to pay to the registered owner identified above, or registered assigns as provided herein, on the maturity date set forth above, the principal amount set forth above, and to pay interest on the unpaid principal amount at the interest rate shown above.

INSERT REDEMPTION PROVISIONS IF APPLICABLE.

Interest is payable on January 1 and July 1 of each year commencing _____ 1, 20____, and will accrue from the most recent date to which interest has been paid, or, if no interest has been paid, from the original dated date set forth above. Interest will be computed on the basis of a year comprised of 360 days consisting of twelve (12) months of thirty (30) days each.

Principal of and interest on this bond are payable in lawful money of the United States of America. Interest payments and principal payments that are part of periodic principal and interest payments shall be received by the Registered Owner in same-day funds on each interest or principal payment date. The "Record Date" for this bond will be close of business of the registrar on the fifteenth (15th) day of the month preceding an interest payment date or principal payment date, as applicable.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and laws of the State of Arizona to exist, to occur and to be performed precedent to and in the issuance of this bond exist, have occurred and have been performed and that the series of bonds of which this is one, together with all other indebtedness of the District, is within every debt and other limit prescribed by the Constitution and laws of the State 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 due, unlimited as to rate or amount.

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**

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 D (2015), described in the Resolution mentioned herein.

_____, as Registrar

Authorized Representative

(INSERT INSURANCE STATEMENT HERE, IF APPLICABLE)

FORM OF ASSIGNMENT

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable 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 _____
(Cust) (Minor)

under Uniform Gifts/Transfers to Minors Act _____
(State)

Additional abbreviations may also be used though not in list above

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Name and Address of Transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____
_____, attorney to transfer the within bond on the books kept for
registration thereof, with full power of substitution in the premises.

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:

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
[Form of 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 D (2015)

1. Please be advised that the undersigned is a Qualified Investor (as hereinafter defined) and is purchasing 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 numbers R-1 through and including R-____. 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 the Washington Elementary School District No. 6 of Maricopa County, Arizona (the "*District*") authorizing the issuance of the Bonds, adopted on April 23, 2015 (the "*Bond Resolution*"). The undersigned understands that, unless the transfer restrictions terminate pursuant to the Bond Resolution, a transferee shall be a Qualified Investor or Sophisticated Municipal Market Professional (as defined by the Municipal Securities Rulemaking Board), and must sign a letter in the form of this letter and provide such letter to the Bond Registrar 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 natural person) as defined in Rule 501 of Regulation D of the United States Securities Exchange Commission) (either of which shall constitute a "Qualified Investor").

4. The undersigned understands that: (i) the Bond Resolution 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 Bond 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 or transfer of the Bonds, or interests therein, must be to Sophisticated Municipal Market Professionals or 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 District 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, limited security and source for payment of the Bonds, the status of development and its impact on taxation for payment of the Bonds, the possible transfer of land by the owners of land in the District, failure or inability of owners to complete proposed development of such land, bankruptcy and foreclosure delays and the probable 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 risks 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 its officers, board members, advisors, employees and agents of either of the foregoing have not undertaken to furnish, nor has the undersigned requested, any information or 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]

By _____
Printed Name: _____
Title: _____

EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

§ _____
**WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6
OF MARICOPA COUNTY, ARIZONA
SCHOOL IMPROVEMENT BONDS,
PROJECT OF 2010, TAXABLE SERIES D (2015)**

BOND PURCHASE AGREEMENT

_____, 2015

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 _____, 2015, 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 D (2015) (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 23, 2015 (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.

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 A.R.S. Section 35-501(B) within sixty (60) days of the date of the Closing (as defined herein).

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 A.R.S. Section 35-501(B).

4. Closing.

(a) At 9:00 a.m., Mountain Standard Time, on _____, 2015, 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.

5. **Closing Conditions.** The Treasurer has entered into this Bond Purchase 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 (as defined herein) 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; and (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. **Termination.** 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 Placement Agent; (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; (iii) fees and expenses incurred by the Issuer or the Treasurer for any rating on the Bonds; and (iv) 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. **Cancellation.** To the extent applicable by provision of law, all parties acknowledge that this Bond Purchase Agreement is subject to cancellation pursuant to A.R.S. Section 38-511, as amended, the provisions of which are incorporated herein.

9. **Notices.** 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 to 4650 West 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. **Effectiveness.** This Bond Purchase Agreement shall become effective upon the acceptance hereof by the President of the Governing Board or any other member of the Governing Board on behalf of the Issuer and shall be valid and enforceable at the time of such acceptance.

12. **Choice of Law.** This Bond Purchase Agreement shall be governed by and construed in accordance with the law of the State.

13. **Severability.** If any provision of this Bond Purchase Agreement shall be held or 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. **Business Day.** For purposes of this Bond Purchase Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

15. **Section Headings.** 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. **Counterparts.** 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.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

Respectfully submitted,

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

By: _____
Name: _____
Title: _____
Date: _____

ACCEPTANCE:

ACCEPTED this ____ day of _____, 2015.

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

By: _____
Name: _____
Title: President, Governing Board

[FINAL SIGNATURE PAGE TO BOND PURCHASE AGREEMENT]

Schedule I

S _____
WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6
OF MARICOPA COUNTY, ARIZONA
SCHOOL IMPROVEMENT BONDS,
PROJECT OF 2010, TAXABLE SERIES D (2015)

Dated Date: _____, 2015

Maturity Date
(July 1)

Principal
Amount

Interest
Rate

Price or
Yield

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

EXHIBIT C

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 1st day of _____,
2015.

WITNESSETH

WHEREAS, School Improvement Bonds, Project of 2010, Taxable Series D (2015) (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 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 15th 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. Shortage of Taxes; Use of Apportioned State Aid. 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 _____, 2015 and terminate on _____, 20__, if all of the Bonds are then fully paid. If all of the Bonds are not fully paid on or prior to _____, 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 23, 2015.

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 Section 7, 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 three 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 1st day of _____, 2015.

MARICOPA COUNTY TREASURER

AFFIX COUNTY SEAL HERE

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

President, Governing Board

EXHIBIT A

ANNUAL LEVIES¹

<u>District Fiscal Year</u>	<u>Principal Amount</u>	<u>Interest Account</u>	<u>Total District Debt Service Levy</u>
--	------------------------------------	------------------------------------	--

**SOURCES AND USES OF FUNDS
BOND PROCEEDS**

SOURCES

Par Amount	\$
Premium	
Total	<u>\$</u>

USES

Deposit to Bond Building Fund	\$
Cost of Issuance	
Deposit to Debt Service Fund	
Total	<u>\$</u>

¹ A reasonable amount shall be added to each annual levy to cover uncollected taxes.

WASHINGTON ELEMENTARY SCHOOL DISTRICT No. 6

TO: Governing Board

FROM: Dr. Susan J. Cook, Superintendent

DATE: April 23, 2015

AGENDA ITEM: Special Education Update

INITIATED BY: Clorinda Graziano, Governing Board Member

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

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

GOVERNING BOARD POLICY REFERENCE OR STATUTORY CITATION: BBA

SUPPORTING DATA

Funding Source: M&O, Federal Funds
Budgeted: Yes

At the February 26, 2015 Governing Board Meeting, Governing Board member Ms. Clorinda Graziano requested a future agenda item regarding the Special Services Programs in the Washington Elementary School District. Specific topics included:

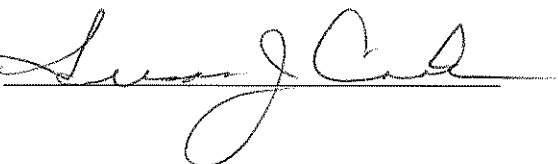
- Special education census count
- WESD special education programs
- Students served in private schools
- Special education revenue and costs compared to general education students

Dr. Craig Carter, Director of Special Services, will provide a presentation.

SUMMARY AND RECOMMENDATION

No action required.

Superintendent



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

Agenda Item IV.A.

Special Education Update

April 23, 2015

Background

The Washington Elementary School District (WESD) has long been a leader in providing high-quality special education services. WESD's reputation for excellence in this domain is directly attributable to its special education staff, valued parent partnerships, administrative leadership and Governing Board. Although the special education program has many strong components and the District works diligently to offer a full array of services, we also recognize the ongoing need for improvement. We are continuously challenged by the changing demographics of the District, requiring ongoing review of special education trend data in identifying gaps in our service delivery model.

Special education can best be described as a local responsibility, shaped by state funding structures and federal procedural requirements and protections. Special Services is responsible for leading, supporting and monitoring the provision of special education services within a framework of complex regulatory requirements. Once a student is found to have a disability requiring special education, an Individualized Education Program (IEP) is developed that describes the educational goals, support services, and proposed placement. In summary, Individuals with Disabilities Education Act (IDEA) eligible children are entitled to:

- access to a public education;
- an education that is appropriate to their needs;
- individually determined and least restrictive environment considerations; and
- procedural protections.

As requested by the Governing Board at their February 26, 2015 meeting, this report covers the following topics:

- Special education census count
- WESD special education programs and support services
- Students served in private schools
- Special education revenue and costs compared to general education students

Students Served

The data in **Table 1** profiles WESD's special education census counts (October 1) for preschool and school age children from SY2011-2012 to SY2014-2015. The count represents a snapshot of students, by disability category, reported on October 1 of each year.

Table 1. October 1 Special Education Census Count

		2011/12	2012/13	2013/14	WESD%	AZ %	2014
1	Autism	199	182	188	5.88	7.61	224
2	Developmental Delayed	227	336	362	11.33	8.03	397
3	Emotional Disability	231	223	230	7.20	4.81	212
4	Emotional Disabled Private	31	37	50	1.56	1.03	61
5	Hearing Impairment	45	46	38	1.13	1.29	35
6	MD Severe Sensory Impairment	14	26	27	.85	.56	26
7	Mild Intellectual Disability	115	133	145	4.63	3.76	135
8	Moderate Intellectual Disability	75	89	83	2.59	1.56	79
9	Multiple Disabilities	42	38	46	1.53	1.17	50
10	Orthopedic Impairment	8	5	9	.28	.52	14
11	Other Health Impairment	184	185	190	5.95	7.62	172
12	Severe Intellectual Disability	12	5	9	.28	.35	9
13	Specific Learning Disabled	1,051	1,080	1,103	34.53	40.49	1,201
14	Speech/Language Impairment	641	662	688	24.50	18.83	622
15	Traumatic Brain Injury	7	7	8	.25	.26	8
16	Visual Impairment	14	16	18	.56	.51	19
17	School Age Subtotal	2,896	3,070	3,194			3,264
18	WESD Enrollment	22,595	23,127	23,580			23,459
19	SPED %	0.128	0.133	0.135			.1391
20							
21	Preschool Moderate Delayed/DD	134	170	177			169
22	Preschool Speech/Language	94	93	89			108
23	Preschool Severely Delayed	153	124	127			93
24	Preschool-Hearing Impairment						4
25	Preschool Subtotal	381	387	393			374
26	Birth Data (3 year projection)	2,979	2,769	2,733			2,839
27	Projected SNPS %	0.128	0.14	0.144			0.1317
28	Total	3,277	3,457	3,587			3,638
29	Maricopa County Census Count	76,430	78,004	79,874			
30	WESD %	0.0429	0.0443	0.0449			

As of April 15, 2015, WESD has served a total of 4,469 students, accounting for mobility. As of the same date, 3,852 special education students were enrolled in WESD, an increase of 214 special education students from the October 1 date.

Although the student counts reported in **Table 1** fluctuate from year to year, the best predictor to forecast special education growth is reflected in our preschool numbers. As of April 8, 2015, 84 preschool children were awaiting screening and/or evaluation. Historically, 80 to 85 percent of the children referred for screening have been eligible for placement in special needs preschool settings.

Private School Placements

As of April 13, 2015, 163 special education students required intensive instructional supports not available within the District's service delivery model.

When making placement decisions to place children in a more restrictive educational setting, such as special education classrooms and separate schools (in or out of District), IEP teams are required to adhere to Least Restrictive Environment (LRE) considerations. Identifying appropriate services and type of placement can, at times, be challenging for IEP teams. The Department uses a case management team approach, known as the Special Services Planning Committee, in problem-solving with IEP teams. All private school placement considerations are presented to the committee. The following format indicates the procedures that are discussed at an SSPC meeting.

Special Services Planning Committee (SSPC) Meeting Minutes

The completed form is an educational record and may be disclosed to the parent and to other educators who may work with the student.

Note: It is permissible for IEP teams to engage in pre-planning activities prior to the convening of an IEP meeting. 34 C.F.R. §300.501(b)(3)

Meeting Date: _____

Student's Name: _____ D.O.B. _____ Sch: _____ Grade/Program: _____

IEP Date: _____ Evaluation Date(s): _____

Team Roles:

Facilitator: _____ Recorder: _____ Presenter: _____

Others Attending: _____

Reason for Referral: _____

Educational History: _____

Student's Present Levels, Strengths and Needs: _____

Proposed recommendations: _____

How acceptable is the proposal to the participants? 1 2 3 4 5
Low Medium High

Important Note: Proposed recommendations must be discussed in a properly convened IEP meeting that solicits meaningful parent input.

☐ IEP ☐ MET Compliance Review: _____

Additional Comments:

Private Schools

In addition to the tuitioned out private schools utilized to serve students with more intense service needs, the District has two in-house programs, one at Ocotillo Elementary and one at Cactus Wren School.

Cenpatico Schools- Emotional Disabled-Private (EDP) Program at Ocotillo

This program is the WESD's in-District program for students in grades 1 through 8 that would otherwise be placed in a private special education school under the EDP category to serve up to 36 students. The program is staffed and managed by Cenpatico Schools. Next school year, a fourth classroom will be added.

Hi-Star at Cactus Wren

The Hi-Star Center for Children is a private special education day school and, at the request of the District, established a special classroom serving up to eight (8) students with severe language/communication, learning and behavioral needs at Cactus Wren School this year.

Private School Placement Data

Table 2 reflects the number of current students placed in private school settings by disability type as of April 13, 2015.

Table 2. SY2015 Active Private School Placements

Category	Count
Autism	26
Emotional Disabled - Private	74
Developmental Delayed	8
Hearing Impaired	3
Specific Learning Disability	7
Mild Intellectual Disability	7
Moderate Intellectual Disability	8
Multiple Disabilities	4
MD Severe Sensory Impairment	4
Other Health Impairment	5
Preschool Servers Delayed	16
Severe Intellectual Disability	1
Total	163

Table 3 details the students who are in tuitioned out placements as determined by the IEP teams. Data are presented by 40th and 100th day Average Daily Membership (ADM) as a comparison for SY2013-2014 and SY2014-2015 by private school location.

Table 3. Tuitioned Out Schools – Average Daily Membership

	2013-14	2014-15	2013-14	2014-15
Tuition out schools ADM	40th day	40th day	100th day	100th day
4 Success School	2.00		2.07	
ACCEL Metro Campus	7.00	6.27	7.45	7.31
Desert Heights	5.96	11.84	8.36	11.67
Hi-Star Center	9.35	12.47	10.85	13.26
The Aces	44.44	36.16	46.28	43.63
Upward Foundation	4.67	5.42	6.73	5.87
Head Start	17.94	25.06	25.27	26.79
Cenpatico @ OC	14.66	31.25	19.84	32.27
Chrysalis	1.00	1.00	1.00	1.00
Desert Voices	2.50	1.00	2.45	1.28
Hi-Star @ CW	4.06	6.58	5.42	6.42
Children's Center for Neurological Studies		2.00		1.88
Foundation for Blind		2.00		2.00
Gompers		1.00		1.00
Sierra Academy				0.15
Gateway		0.08		
Total Tuitioned- out ADM	113.58	142.13	135.72	154.53

Special Classrooms by Type and Program Supports

WESD maintains a full continuum of special education program options, either within the District or through contractual arrangements with other agencies. The majority of special education students receive services within the regular school setting, with additional supports. A third of the District's special population requires intensive supports in specialized classes.

Table 4 reflects WESD's special classrooms by program type, location and number of classrooms.

Table 5 identifies program support services by full time equivalent (FTE) staffing. The staffing reflected in Table 5 contributes to the increased costs to serve special education students.

Table 4. SY2015 WESD Special Classrooms by Type

Program Type	Site Location/ # of classrooms	Totals by Program
Special Needs Preschool (includes autism class)	CL-2, DV-4, IR-1, LM-1, MA-1, MM-1, MV-2, PV-1, SA-1, SB-1SN-2, TU-1, WA-1	19
Cross-Categorical Kindergarten <i>Mild to severe disabilities</i> (includes autism classes)	CL-2, DV-1, IR-1, JJ-1, MA-1, MZ-1 MV-2, SA-1, SN-1, SW-2, WA-1	14
Cross-Categorical Behavioral <i>Emphasis on behavior</i>	CH-2, IR-4, LM-4, MM-4 MZ-5, PV-3, RP-3	25
Cross-Categorical Academic <i>Emphasis on academic;</i>	AR-6, DF-3, MM-3, MV-4, SN-2	18
Cross-Categorical Functional <i>Emphasis on functional curriculum; mostly children with mild retardation</i> (includes 3 functional/behavioral	CW-8, PV-2, WA-4	14
Cross-Categorical- Developmental <i>Developmental curriculum;</i>	SW-15	15
Autism	JJ-4, RP-3	7
Total WESD Special Classrooms		112

Table 5. Support Programs

Support Service	Description	FTE
Adapted PE	Developmental activities, games, sports and rhythms suited to the interest, capacities and limitations of students with disabilities who may not safely or successfully engage in unrestricted participation in rigorous activities of the general physical education program	3.5
Assistive Technology Team	A related service under the IDEA as any item, piece of equipment or product system needed to increase, maintain or improve functional capabilities	1.0 OT 1.25 SLP .5 SLA .5 clerical
Audiologist	Comprehensive audiological services at Washington Elementary School is a program component of speech/hearing services and diagnostic services	1.0
Behavioral Support Team	Provides assistance to regular and special education teachers working with children exhibiting challenging behaviors. Team members are assigned to identified students and classrooms on a short term basis to stabilize behaviors and assist in implementation of intervention plans.	.5 Psychologist .5 Psychologist 1.0 Behavioral Interventionist 7 Lead Assistants
Behavior Intervention Suspension Classroom	An in-school suspension setting as a behavioral intervention for identified special education students	1.0
Hearing Programs	Identified students receive individual or small- group instruction in academic, auditory training and language development.	2.0 Teachers
Health Services - Supervision	Health office staff are supported by a District- level health services coordinator and two supervisory nurses.	3.0 Nurses
Homebound	Instructional services are available to any student unable to attend school due to illness, disease, accident or health conditions as certified by a medical doctor.	On call list
Music Therapy	Provided to selected programs	2.0 Therapists
Occupational and Physical Therapy	A related service for eligible students needing assistance with fine and gross motor skills, sensory, self-care skills, adaptations to the learning environments	16.8 OTs 1.0 COTA 6.05 PT 1.0 PTA
Psychological Services	Major responsibilities include participation in building level pre-referral and child study teams; development of interventions and evaluation of students who are experiencing learning/behavioral problems;	19.3 School-Based 1.0 Lead

	participation in special education services development and case management for individual students; consultation to individuals and programs within the District; provision of crisis intervention.	
Search to Serve	This is the District's screening/evaluation team that locates and identifies preschool children with disabilities and ensures that eligible preschool children receive special education services. The Search to Serve team is located at the Service Annex.	3.75 SLP 3.0 Psychologist OT/PT –as needed Clerical Staff
Centralized Speech Evaluation Team	The centralized speech and language evaluation team, located at the Service Annex, is responsible for conducting school-based initial and triennial evaluations.	4.67 SLPs 2.0 Bilingual SLPs .5 Bilingual SLA .5 Clerical
Vision Program	Services for visually-impaired students requiring specialized instruction and materials.	3.0 Vision Teachers 1.0 Orientation/Mobility

Special Education Funding

Special education is expensive and federal and state funding structures have not kept pace with the rising costs. When the IDEA was enacted in 1975, Congress promised to fund 40 percent of the average national per pupil expenditure. In fiscal year 2012, federal dollars covered about 16 percent; in 2009, funding levels reached 33 percent with the addition of stimulus dollars.

Special education funding in Arizona is based on formula weights according to disability category. This system was established by the Arizona State Legislature in 1980 and has remained virtually the same. For funding purposes, the State separates disability categories into two groups: Group A for students with mild disabilities and Group B for students with severe disabilities.

The Legislature adjusted the support level weights a number of years ago that narrowed the funding gap for Group B costs. However, Group A categories are funded at the same level as non-disabled students, except for a nominal add-on weight (\$10 per student) to offset extended school year costs. According to the cost study conducted by the Arizona Department of Education in FY 2007, the statewide Group A funding gap was over \$53 million dollars. (Note: Authorized in statute as a bi-annual report, however in 2009, the cost study was suspended by the Legislature.)

As noted, the statutory funding formula provides a weighted count for additional funding. Special education funding for Group B is determined by multiplying the Base Support Level by the statutorily defined support multiplier for each disability as shown in **Table 6**.

Table 6. Group B Weighted Counts for SY2014

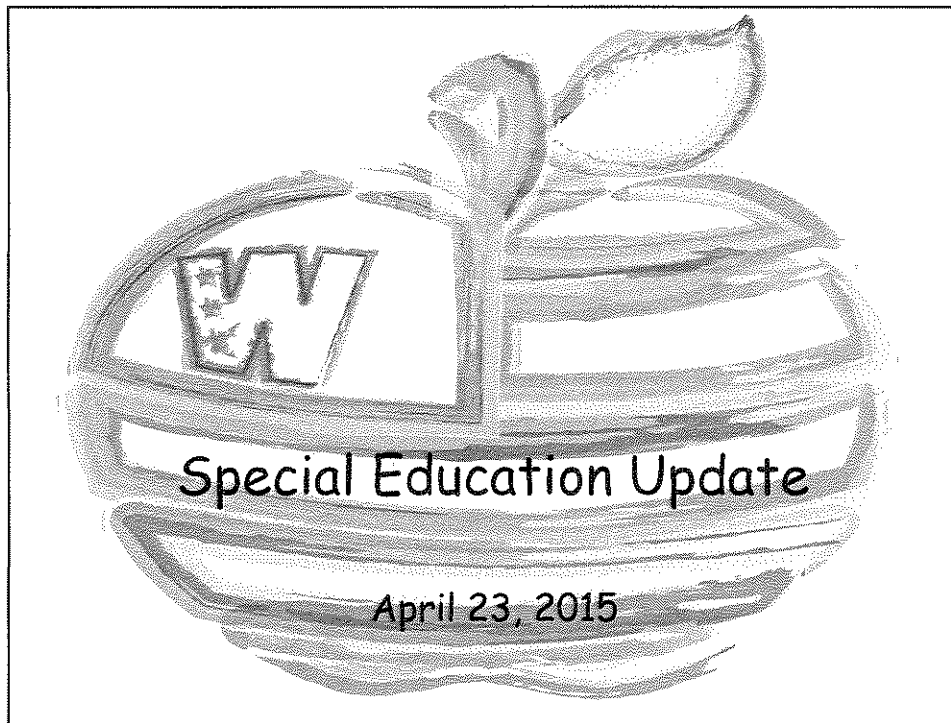
	Count	Group B Weight			Weighted Count
HI	44.220	x	4.771	=	210.97
MD-R, A-R, and SID-R	71.075	x	6.024	=	428.16
MD-SC, A-SC, and SID-SC	167.040	x	5.833	=	974.34
MD-SSI	25.080	x	7.947	=	199.31
OI (Resource)	9.310	x	3.158	=	29.40
OI (Self Contained)	34.090	x	6.773	=	230.89
Preschool-Severe Delay	63.710	x	3.595	=	229.04
DD, ED, MIID, SLD, SLI, & OHI	2,678.179	x	0.003	=	8.04
ED (Private)	52.198	x	4.822	=	251.70
MOID	71.455	x	4.421	=	315.90
VI	18.005	x	4.806	=	86.53
	3,234.362				2,964.28

Revenue and Costs

For FY15, estimated revenue specifically for students identified with special needs totaled \$30,027,798, with \$24,677,798 in Maintenance and Operations (M &O) including Group B above the base support, and \$5,350,000 in federal funding.

The cost to educate special education students is high because of their highly complex needs. During the current year, the average cost to educate WESD's special education students is \$10,373.00. By comparison, the average cost to educate general education students is \$5,445.00. These figures include direct (e.g. instruction, staff, support services), and indirect, (e.g. administration, plant, transportation) student support costs.

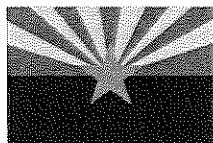
Considering that Congress does not fully fund the IDEA and the declining State support for public education, Arizona districts, including WESD, must cover the increasing costs. The system for funding special education is broken.



Special Education at a Glance



🍏 local responsibility

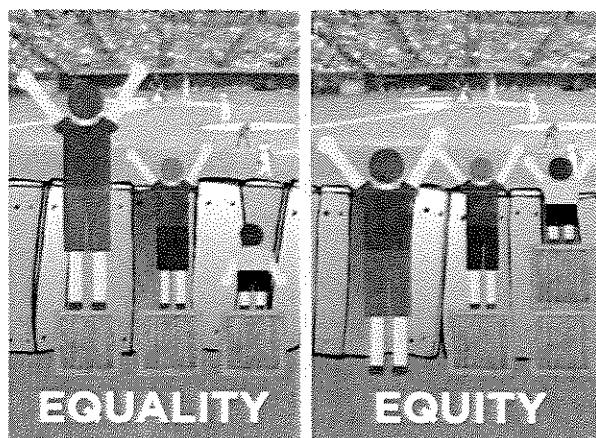


🍏 shaped by state funding structures

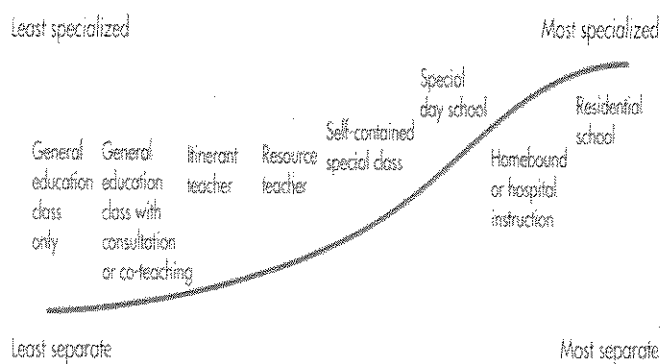


🍏 federal procedural requirements and protections

The Vision of Equity



It's About Specialized Instruction



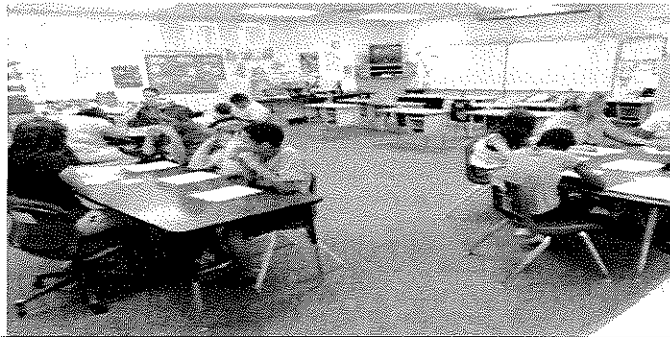
We Proudly Serve

• Over 3,600 special needs children reported on the October 1st Census Count

• Of special needs students receiving services

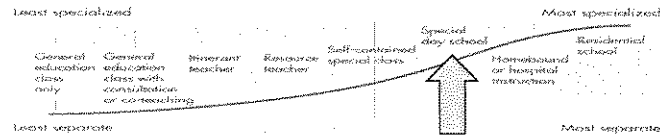
• 374 were preschoolers

• 3,264 were school-age



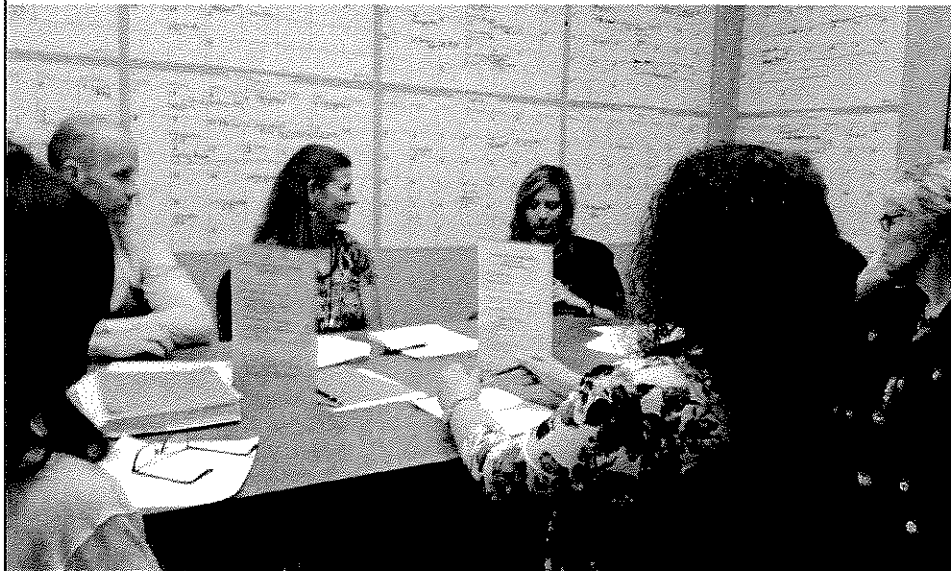
	2011/12	2012/13	2013/14	WESD%	AZ %	2014/15
Autism	199	182	188	5.88	7.61	224
Developmental Delayed	227	336	362	11.33	8.03	397
Emotional Disability	231	223	230	7.20	4.81	212
Emotional Disabled Private	31	37	50	1.56	1.03	61
Hearing Impairment	45	46	38	1.13	1.29	35
MD Severe Sensory Impairment	14	26	27	.85	.56	26
Mild Intellectual Disability	115	133	145	4.63	3.76	135
Moderate Intellectual Disability	75	89	83	2.59	1.56	79
Multiple Disabilities	42	38	46	1.53	1.17	50
Orthopedic Impairment	8	5	9	.28	.52	14
Other Health Impairment	184	185	190	5.95	7.62	172
Severe Intellectual Disability	12	5	9	.28	.35	9
Specific Learning Disabled	1051	1080	1103	34.53	40.49	1201
Speech/Language Impairment	641	662	688	24.50	18.83	622
Traumatic Brain Injury	7	7	8	.25	.26	8
Visual Impairment	14	16	18	.56	.51	19
School Age Subtotal	2896	3070	3194			3264
WESD Enrollment	22595	23127	23580			23459
SPED %	0.128	0.133	0.135			.1391
Preschool/Moderate Delayed/DD	134	170	177			169
Preschool Speech/Language	94	93	89			108
Preschool Severely Delayed	153	124	127			93
Preschool-Hearing Impairment						4
Preschool Subtotal	381	387	393			374
Birth Data (3 year projection)	2979	2769	2733			2839
Projected SNPS %	0.128	0.14	0.144			0.1317
Total	3277	3457	3587			3638
Maricopa County Census Count	76430	78004	79874			
WESD %	0.0429	0.0443	0.0449			

Private School Placement Data



Category	
Autism	26
Emotional Disabled - Private	74
Developmental Delayed	8
Hearing Impaired	3
Specific Learning Disability	7
Mild Intellectual Disability	7
Moderate Intellectual Disability	8
Multiple Disabilities	4
MD Severe Sensory Impairment	4
Other Health Impairment	5
Preschool Servers Delayed	16
Severe Intellectual Disability	1
Total	163

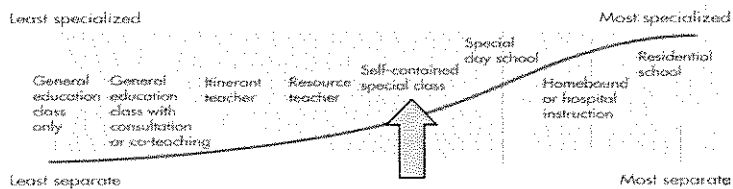
Case Management Team Approach



Tuitioned Out Schools - ADM

	2013-14	2014-15	2013-14	2014-15
Tuition out schools ADM	40th day	40th day	100th day	100th day
4 Success School	2.00		2.07	
ACCEL Metro Campus	7.00	6.27	7.45	7.31
Desert Heights	5.96	11.84	8.36	11.67
Hi-Star Center	9.35	12.47	10.85	13.26
The Aces	44.44	36.16	46.28	43.63
Upward Foundation	4.67	5.42	6.73	5.87
Head Start	17.94	25.06	25.27	26.79
Cenpatico @ OC	14.66	31.25	19.84	32.27
Chrysalis	1.00	1.00	1.00	1.00
Desert Voices	2.50	1.00	2.45	1.28
Hi-Star @ CW	4.06	6.58	5.42	6.42
Children's Center for Neurological Studies		2.00		1.88
Foundation for Blind		2.00		2.00
Gompers		1.00		1.00
Sierra Academy				0.15
Gateway		0.08		
Total tuition out ADM	113.58	142.13	135.72	154.53

WESD Special Education Programs




112 specialized classrooms

Autism
Academic
 Developmental
Behavioral
Kindergarten
 Functional
Preschool

Support Programs

Over 88 dedicated and talented professionals support children, parents and teachers

Search
Evaluation
Health Occupational
Therapy Team Serve
Music Speech Support
Therapists Audiologist Suspension
Behavioral Services
Technology Psychological
Vision Physical
Hearing Homebound

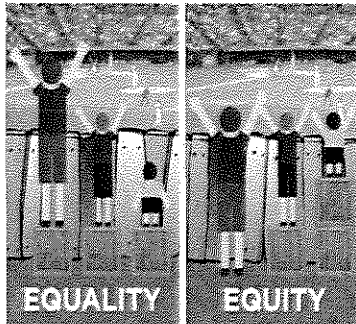


$$\text{Group A} + \text{Group B} = \text{M \& O} + \text{Federal Funds}$$

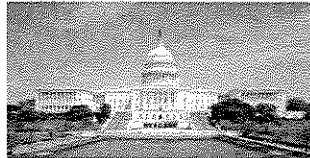
$$\$24,677,798 + \$5,350,000$$

	Count		Group B Weight		Weighted Count
HI	44.22	x	4.771	=	210.97
MD-R, A-R, and SID-R	71.075	x	6.024	=	428.16
MD-SC, A-SC, and SID-SC	167.04	x	5.833	=	974.34
MD-SSI	25.08	x	7.947	=	199.31
OI (Resource)	9.31	x	3.158	=	29.4
OI (Self Contained)	34.09	x	6.773	=	230.89
Preschool-Severe Delay	63.71	x	3.595	=	229.04
DD, ED, MHD, SLD, SLI, & OHI	2,678.18	x	0.003	=	8.04
ED (Private)	52.198	x	4.822	=	251.7
MOID	71.455	x	4.421	=	315.9
VI	18.005	x	4.806	=	86.53
	3,234.36				2,964.28

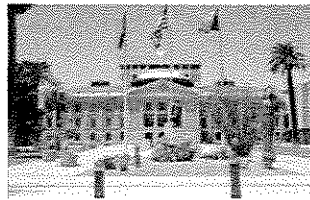
The Vision of Equity and The Cost of Broken Promises



🍏 The system for funding special education is broken.



🍏 A broken promise to fully fund IDEA



🍏 \$53 Million dollar funding gap