President:  Dr. Ruth Ann Marston
Members:  Mr. Doug Allsworth
          Ms. Susan Bliss
          Ms. Liz Meza
          Dr. Louisa Stark

Phoenix Elementary School District No. 1 Governing Board Meeting

Agenda Packet for January 13, 2011
Phoenix Elementary School District No. 1

Notice of Regular Public Meeting – Notice of Regular Session

Pursuant to A.R.S. §38-431.01 and A.R.S. § 38-431.02, notice is hereby given to the general public that the Governing Board of the Phoenix Elementary School District No. 1 will hold a Regular Meeting which is open to the public, on Thursday, January 13, 2011 at 6:00 p.m., in the Governing Board Room of the Phoenix Elementary School District #1, 1817 North 7th Street, Phoenix, Arizona.

A. Regular Session – 6:00 p.m.
   1. Call to Order – Dr. Ruth Ann Marston, President
   2. Pledge of Allegiance – Rosanna Hidalgo
   3. Nomination and Election of the Governing Board President

B. Approval of Consent Agenda
   1. Ratification of Payroll $3,988,418.25 and Expense Vouchers $1,082,300.69 in the Total Amount of $5,070,718.94
   2. Request for Approval or Ratification of Employment of Administrative, Certified and Classified Staff
   3. Request for Approval or Ratification of Employee Contract/Work Agreement Adjustments for Changes in Position
   4. Request for Approval of Separation of Employment, Resignations and Retirements
   5. Request for Approval of the Listed Individuals as Hearing Officers/Investigators
   6. Request to Authorize Governing Board Signature on Voucher Statements for Ratification and Approval of Expenditures

C. Community Communications

This is the time for the public to comment. Members of the board may not discuss items that are not specifically on the agenda. Therefore, pursuant to A.R.S. §38-431.01(G), actions taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or rescheduling the matter for further consideration and decision at a later date.

Note:
- Agenda items may be taken out of order.
- Anyone wishing to address an agenda item must complete a Speaker Card.
- Time for comments may be limited to ensure that different viewpoints are heard.

D. Superintendent’s Report
   1. Awards and Recognitions
   2. Announcements
E. Curriculum & Instruction – Tom Lind, Assistant Superintendent
   1. Request for Approval of Out of District Field Trip
   2. Request to Approve Out of State Travel
   3. Request Approval to Accept the Keep Gym in Schools Grant Sponsored by the National Football League
   4. Request for Approval to Accept the College Access Challenge Grant – EXPLORE Initiative, Sponsored by Northern Arizona University (NAU) and the 2010-2011 Arizona Explore Initiative Partner Agreement with NAU
   5. Request to Approve the Revised Collaboration Agreement with University Public School, Inc. (USPI)

F. Business Services – Kenneth Baca, Assistant Superintendent
   1. Request to Receive and Discuss, and Take Possible Action On, the Membership Agreement Between the District and Valley Management Group on behalf of Valley Schools Employee Benefits Trust
   2. Request to Receive and Discuss the District’s Energy Education Program
   3. Request for Approval for Issuance of Purchase Order to Rytan LLC (PESD RFQ #009-0607, Board Renewal 05/27/10) for Construction of a New Media Center at Whittier School from the Second Sale of School Improvement Bonds, Project of 2006, Series B (2009)
   4. Request for Approval for Issuance of Purchase Order to Pueblo Mechanical & Controls, Inc. (TCPN Contract No. R5044) for HVAC Replacement and Controls Installation at Bethune Elementary School
   5. Request for Approval for Issuance of Purchase Order to Progressive Roofing (TCPN Contract No. MO928) for Re-roofing at Bethune Elementary School
   6. Request for Approval for Issuance of Purchase Order to Pueblo Mechanical & Control, Inc. (TCPN Contract No. R5044) for HVAC Replacement and Controls Installation and Central Chiller Upgrades at Capitol Elementary School
   7. Request for Approval for Issuance of Purchase Order to Progressive Roofing (TCPN Contract No. MO928) for Re-roofing and Insulation Upgrade at Capitol Elementary School
   8. Request for Approval for Issuance of Purchase Order to Pueblo Mechanical & Controls, Inc. (TCPN Contract No. R5044) for HVAC Replacement and Controls Installation at Heard Elementary School
   9. Request for Approval for Issuance of Purchase Order to Progressive Roofing (TCPN Contract No. R5044) for Re-roofing at Heard Elementary School
   10. Request for Approval for Issuance of Purchase Order to Pueblo Mechanical & Controls, Inc. (TCPN Contract No. R5044) for HVAC Replacement and Controls Installation and Central Chiller Upgrades at Magnet Traditional Elementary School
   11. Request for Approval for Issuance of Purchase Order to Progressive Roofing (TCPN Contract No. MO928) for Re-roofing at Magnet Traditional Elementary School

G. Human Resources – Randy Dickason, Executive Director
   1. None
H. **Board Reports and Requests**
   1. Update on University Public School Phoenix
   2. Board Direction to the Superintendent (if necessary)
   3. Board Report

I. **Adjournment**

Board packets containing information for this meeting may be reviewed in each of the school offices and at the reception desk at the Emerson Court Administrative Complex. Additional material may be added to the packet up to 24 hours before the Governing Board meeting and will be available in the Superintendent’s and at the reception desk at Emerson Court. Anyone requiring special accommodations or Spanish translation, please contact the Governing Board office at 602-523-8974. This notice posted pursuant to A.R.S. §38.431.02. *The next Governing Board meeting/Study Session will be held on Thursday, January 20, 2011 at 8:30 a.m.*
REQUEST: Ratification of Payroll $3,988,418.25 and Expense Vouchers $1,082,300.69 in the total amount of $5,070,718.94

APPROVED BY: Myriam M. Roa, Superintendent
SUBMITTED BY: Kenneth R. Baca, Assistant Superintendent for Business Services

☐ Action Item ☒ Consent Item ☐ Info. Item ☐ 1st Reading (Info) ☐ 2nd Reading (Action)

☒ Additional Attachments

RATIONALE: The following vouchers are submitted for Governing Board ratification at this meeting:

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BLUEPRINT GOAL: Increasing our Financial Capacity and Funding our Programs and Services Efficiently and Equitably.

RECOMMENDATION: Administration recommends the Governing Board ratify Payroll and Expense Vouchers submitted since the last meeting in the total amount of $5,070,718.94.
The County School Superintendent of Maricopa County is hereby authorized to draw warrants on the County Treasurer against PHOENIX ELEMENTARY School District Fund(s) for necessary expenses against the school district and obligations incurred for value received in services as shown below for the pay period ending 11/26/2010.

I certify by my original signature below that this claim is just and correct, that teachers, substitute teachers and administrators whose salaries are claimed herein are legally certified during the fiscal year covering this pay period and that the services herein represented have been received and that the claim: ___ was approved at a public meeting of the governing board on ______ (A.R.S. 15-304), or ___ will be ratified at the next regular or special meeting of the governing board on __________ in accordance with the procedures of A.R.S. 15-321. All items are properly coded and not in excess of the budget. Itemized invoices accompany these vouchers. All employees and officials have on file an oath in compliance with ARS 38-231.

Magsa Munoz
Administrator

Ruth Ann Marston
President

Susan Bliss
Member

Liz Meza
Member

Louisa Stark
Member

Doug Allsworth
Member

<table>
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Substitute for ADE 40-101
The County School Superintendent of Maricopa County is hereby authorized to draw warrants on the County Treasurer against PHOENIX ELEMENTARY School District Fund(s) for necessary expenses against the school district and obligations incurred for value received in services as shown below for the pay period ending 11/26/2010.

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Susan Bliss
Member

Liz Mesa
Member

Louisa Stark
Member

Doug Allsworth
Member

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|      | $50,790.03 | $3,886.49 | $5,002.87 | $897.07 | $60,576.36 |
The County School Superintendent of Maricopa County is hereby authorized to draw warrants on the County Treasurer against PHOENIX ELEMENTARY School District Fund(s) for necessary expenses against the school district and obligations incurred for value received in services as shown below for the pay period ending 12/10/2010.

I certify by my original signature below that this claim is just and correct, that teachers, substitute teachers and administrators whose salaries are claimed herein are legally certified during the fiscal year covering this pay period and that the services herein represented have been received and that the claim: was approved at a public meeting of the governing board on (A.R.S. 15-304), or will be ratified at the next regular or special meeting of the governing board on in accordance with the procedures of A.R.S. 15-321. All items are properly coded and not in excess of the budget. Itemized invoices accompany these vouchers. All employees and officials have on file an oath in compliance with ARS 38-231.

[Signatures]

Administrator
Ruth Ann Marston
President

Susan Bliss
Member

Liz Meza
Member

Louisa Stark
Member

Doug Allworth
Member

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PHOENIX ELEMENTARY VOUCHER

Entity Number: 07-4-01

Voucher No: 28  Voucher Date: 12/21/2010  Prepared By: Sylvia Encarna

Pay Period: 13.01  Pay Cycle: Bi-weekly

Printed: 12/17/2010 11:06:58 AM

The County School Superintendent of Maricopa County is hereby authorized to draw warrants on the County Treasurer against PHOENIX ELEMENTARY School District Fund(s) for necessary expenses against the school district and obligations incurred for value received in services as shown below for the pay period ending 12/10/2010.

I certify by my original signature below that this claim is just and correct, that teachers, substitute teachers and administrators whose salaries are claimed herein are legally certified during the fiscal year covering this pay period and that the services herein represented have been received and that the claim was approved at a public meeting of the governing board on (A.R.S. 15-304), or will be ratified at the next regular or special meeting of the governing board on in accordance with the procedures of A.R.S. 15-321 All items are properly coded and not in excess of the budget. Itemized invoices accompany these vouchers. All employees and officials have on file an oath in compliance with A.R.S 38-231.

[signatures]

Ruth Ann Marston  President

Susan Bliss  Member

Liz Meza  Member

Louisa Stark  Member

Doug Allsworth  Member

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Substitute for ADE 40-101
PHOENIX ELEMENTARY VOUCHER

Entity Number: 07-4-01

Voucher No: 29  Voucher Date: 12/30/2010  Prepared By: [Signature]
Pay Period: 14  Pay Cycle: Bi-weekly

The County School Superintendent of Maricopa County is hereby authorized to draw warrants on the County Treasurer against PHOENIX ELEMENTARY School District Fund(s) for necessary expenses against the school district and obligations incurred for value received in services as shown below for the pay period ending 12/24/2010.

I certify by my original signature below that this claim is just and correct, that teachers, substitute teachers and administrators whose salaries are claimed herein are legally certified during the fiscal year covering this pay period and that the services herein represented have been received and that the claim: ____ was approved at a public meeting of the governing board on ____________ (A.R.S. 15-304), or ____ will be ratified at the next regular or special meeting of the governing board on ____________ in accordance with the procedures of A.R.S. 15-321 All items are properly coded and not in excess of the budget. Itemized invoices accompany these vouchers. All employees and officials have on file an oath in compliance with ARS 38-231.

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Liz Meza  Member

Louisa Stark  Member

Doug Allsworth  Member

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FR #: Voucher Number
Cost Deducted on Voucher

Substitute for ADE 40-101
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<td><strong>$254,835.50</strong></td>
<td><strong>$1,928,090.42</strong></td>
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</table>
The County School Superintendent of Maricopa County is hereby authorized to draw warrants on the County Treasurer against PHOENIX ELEMENTARY School District Fund(s) for necessary expenses against the school district and obligations incurred for value received in services and for materials as shown below.

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<table>
<thead>
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$267,658.93
The County School Superintendent of Maricopa County is hereby authorized to draw warrants on the County Treasurer against PHOENIX ELEMENTARY School District Fund(s) for necessary expenses against the school district and obligations incurred for value received in services and for materials as shown below.

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Ruth Ann Marston  
President

Susan Bliss  
Member

Liz Meza  
Member

Louisa Stark  
Member

Doug Alsworthy  
Member

PHOENIX ELEMENTARY

<table>
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<tr>
<th>Fund</th>
<th>Description</th>
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<td>EMPL HEALTH INSUR BENEFIT</td>
<td>$18,158.89</td>
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$194,582.50
The County School Superintendent of Maricopa County is hereby authorized to draw warrants on the County Treasurer against PHOENIX ELEMENTARY School District Fund(s) for necessary expenses against the school district and obligations incurred for value received in services and for materials as shown below.

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Ruth Ann Marston  
President

Susan Bliss  
Member

Liz Meza  
Member

Louisa Stark  
Member

Doug Allsworth  
Member

PHOENIX ELEMENTARY

<table>
<thead>
<tr>
<th>Fund</th>
<th>Description</th>
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<td>632</td>
<td>2010(11) Bond Fund</td>
<td>$12,700.00</td>
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**Total Amount:** $341,628.82
The County School Superintendent of Maricopa County is hereby authorized to draw warrants on the County Treasurer against PHOENIX ELEMENTARY School District Fund(s) for necessary expenses against the school district and obligations incurred for value received in services and for materials as shown below.

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[Signatures]

Ruth Ann Marston  President
Susan Bliss  Member
Lic Meza  Member
Louisa Stark  Member
Doug Allsworth  Member

PHOENIX ELEMENTARY

<table>
<thead>
<tr>
<th>Fund</th>
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<tbody>
<tr>
<td>001</td>
<td>MAINTENANCE AND OPERATION</td>
</tr>
<tr>
<td></td>
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</table>
PHOENIX ELEMENTARY VOUCHER

Voucher No: 2069  Voucher Date: 12/13/2010  Prepared By: [Signature]

The County School Superintendent of Maricopa County is hereby authorized to draw warrants on the County Treasurer against PHOENIX ELEMENTARY School District Fund(s) for necessary expenses against the school district and obligations incurred for value received in services and for materials as shown below.

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[Signatures]

Ruth Ann Marston  President
Susan Bliss  Member
Liz Meza  Member
Louisa Stark  Member
Doug Allsworth  Member

PHOENIX ELEMENTARY

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
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<td>2010(11) Bond Fund</td>
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$5,773.89

PHOENIX ELEMENTARY VOUCHER

Voucher No: 2070 Voucher Date: 12/13/2010 Prepared By: ______________________________

Printed: 12/13/2010 12:47:43 PM

The County School Superintendent of Maricopa County is hereby authorized to draw warrants on the
County Treasurer against PHOENIX ELEMENTARY School District Fund(s) for necessary expenses
against the school district and obligations incurred for value received in services and for materials as
shown below.

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materials herein represented have been received and that the claim: _____was approved at a public
meeting of the governing board on __________(A.R.S. 15-304), or _____will be ratified at the next
regular or special meeting of the governing board on __________in accordance with the procedures
of A.R.S. 15-321 All items are properly coded and not in excess of the budget. Itemized invoices
accompany these vouchers. All employees and officials have on file an oath in compliance with ARS
38-231.

__________________________
Ruth Ann Marston  President

__________________________
Susan Bliss  Member

__________________________
Liz Meza  Member

__________________________
Louisa Stark  Member

__________________________
Doug Allsworth  Member

PHOENIX ELEMENTARY

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$30,990.29
PHOENIX ELEMENTARY VOUCHER

Voucher No: 2071    Voucher Date: 12/13/2010    Prepared By: [Signature]

The County School Superintendent of Maricopa County is hereby authorized to draw warrants on the County Treasurer against PHOENIX ELEMENTARY School District Fund(s) for necessary expenses against the school district and obligations incurred for value received in services and for materials as shown below.

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[Signatures]

Ruth Ann Marston    President

Susan Bliss        Member

Liz Meza           Member

Louisa Stark       Member

Doug Allsworth    Member

PHOENIX ELEMENTARY

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$1,348.79
The County School Superintendent of Maricopa County is hereby authorized to draw warrants on the County Treasurer against PHOENIX ELEMENTARY School District Fund(s) for necessary expenses against the school district and obligations incurred for value received in services and for materials as shown below.

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[Signatures]

Ruth Ann Marston, President
Susan Bliss, Member
Liz Meza, Member
Louisa Stark, Member
Doug Allsworth, Member

PHOENIX ELEMENTARY

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$226,213.27
PHOENIX ELEMENTARY VOUCHER

Voucher No: 2073    Voucher Date: 01/03/2011    Prepared By: 

The County School Superintendent of Maricopa County is hereby authorized to draw warrants on the County Treasurer against PHOENIX ELEMENTARY School District Fund(s) for necessary expenses against the school district and obligations incurred for value received in services and for materials as shown below.

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Magda Munoz
Ruth Ann Marston    President
Susan Bliss     Member
Liz Meza     Member
Louise Stark     Member
Doug Allsworth     Member

PHOENIX ELEMENTARY

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$5,700.00
PHOENIX ELEMENTARY VOUCHER

Voucher No: 2074  Voucher Date: 01/03/2011  Prepared By: 

The County School Superintendent of Maricopa County is hereby authorized to draw warrants on the County Treasurer against PHOENIX ELEMENTARY School District Fund(s) for necessary expenses against the school district and obligations incurred for value received in services and for materials as shown below.

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Maylene Muntz

Ruth Ann Marston  President

Susan Bliss  Member

Liz Meza  Member

Louisa Stark  Member

Doug Allsworth  Member

PHOENIX ELEMENTARY

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<td>001</td>
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$8,308.20
REQUEST: Request for Approval or Ratification of Employment of Administrative, Certified and Classified Staff

APPROVED BY: Myriam Roa, Superintendent
SUBMITTED BY: Randy Dickason, Executive Director of Human Resources

☐ Action Item ❑ Consent Item ☐ Info. Item Policy Item
☐ 1st Reading (Info) ☐ 2nd Reading (Action)

☒ Additional Attachments

RATIONALE: See attachment

BLUEPRINT GOAL: Maximize our Human Capital

RECOMMENDATION: Administration recommends that the Governing Board approve or ratify the request for employment of administrative, certified and classified staff.
# Phoenix Elementary School District No. 1

## Personnel Actions Recommended January 13, 2011

**Request for Approval or Ratification of Employment of Administrative, Certified and Classified Staff**

<table>
<thead>
<tr>
<th><strong>Name</strong></th>
<th><strong>Location/Assignment</strong></th>
<th><strong>Grade</strong></th>
<th><strong>Step</strong></th>
<th><strong>Salary</strong></th>
<th><strong>Effective Date</strong></th>
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<td><em>Maeve Drake-Lavelle</em></td>
<td>Student Serv./Spec. Ed. Preschool Itinerant Tchr.</td>
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<td><em>Gina M. Fabiani</em></td>
<td>Shaw/Spec. Ed. Resource Teacher</td>
<td>MA</td>
<td>A</td>
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<td>01/03/11 (R)</td>
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<td>M.A./Special Education/ASU</td>
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<td><em>Katherine Lewton</em></td>
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<td>BA</td>
<td>C</td>
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<td>01/04/11 (R)</td>
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<td><em>Kayla Sweers</em></td>
<td>Capitol/Kindergarten/Long-term Substitute Tchr.</td>
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<td>-</td>
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<td>12/15/10 (R)</td>
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<td><em>Meleika A. Wadley</em></td>
<td>.5 Faith North/.5 Magnet Trad'l/Social Worker</td>
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<td><em>Daniella Chapa #</em></td>
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<tr>
<td><em>Janette Gullien Gonzales #</em></td>
<td>Garfield/Instr. Asst./PEER</td>
<td>03</td>
<td>01</td>
<td>$8.01/Hr.</td>
<td>12/07/10 (R) Pending</td>
</tr>
<tr>
<td><em>Rene Huet #</em></td>
<td>Transportation/Bus Driver</td>
<td>08</td>
<td>01</td>
<td>$10.71/Hr.</td>
<td>12/13/10 (R) Pending</td>
</tr>
<tr>
<td><em><strong>Robert Jaime #</strong></em></td>
<td>Emerson/Instr. Asst./PEER</td>
<td>03</td>
<td>01</td>
<td>$8.42/Hr.</td>
<td>12/06/10 (R) Pending</td>
</tr>
<tr>
<td>***Vidal Medina Jr.</td>
<td>Plant Services/Sub. Custodian</td>
<td>06</td>
<td>01</td>
<td>$9.53/Hr.</td>
<td>12/14/10 (R)</td>
</tr>
<tr>
<td><em>Alexis Montijo Garcia</em></td>
<td>Shaw/Instr. Asst./PEER</td>
<td>03</td>
<td>01</td>
<td>$8.01/Hr.</td>
<td>01/04/11 (R)</td>
</tr>
<tr>
<td><em>Jennifer Trost</em></td>
<td>Student Serv./Speech/Lang. Path. Asst./Exempt</td>
<td>15</td>
<td>01</td>
<td>$33,821</td>
<td>01/04/11 (R)</td>
</tr>
</tbody>
</table>

* - New Hire
*** - Rehire
# - Pending Background Check/Fingerprint Clearance/Certification
> - Pending Verification of Previous Teaching Experience

Bold - Correction

(A) - Approval
(R) - Ratification
REQUEST: Request for Approval or Ratification of Employee Contract/Work Agreement Adjustments for Changes in Position

APPROVED BY: Myriam Roa, Superintendent
SUBMITTED BY: Randy Dickason, Executive Director of Human Resources

☐ Action Item ☑ Consent Item ☐ Info. Item

Policy Item
☐ 1st Reading (Info) ☐ 2nd Reading (Action)

☒ Additional Attachments

RATIONALE: See attachment

BLUEPRINT GOAL: Maximize our Human Capital

RECOMMENDATION: Administration recommends that the Governing Board approve or ratify the request for employee contract/work agreement adjustments for changes in position
PHOENIX ELEMENTARY SCHOOL DISTRICT NO. 1
PERSONNEL ACTIONS RECOMMENDED January 13, 2011
REQUEST FOR APPROVAL OR RATIFICATION OF EMPLOYEE CONTRACT/WORK AGREEMENT ADJUSTMENTS
FOR CHANGES IN POSITION

<table>
<thead>
<tr>
<th>NAME</th>
<th>LOCATION/ASSIGNMENT</th>
<th>GRADE</th>
<th>STEP</th>
<th>SALARY</th>
<th>EFFECTIVE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nancy Grueneich</td>
<td>Emerson/Instr. Asst./Spec. Ed. (From Spec. Ed. Resource Teacher to Instr. Asst./Spec. Ed.) (From MA+24/F to Grade 8, Step 5)</td>
<td>08</td>
<td>05</td>
<td>$11.81/Hr.</td>
<td>01/03/11 (R)</td>
</tr>
<tr>
<td>**Jason Nelson</td>
<td>Transportation/Routing Tech. (From Transportation/Bus Driver to Transportation/Routing Tech.) (From Grade 8, Step 1 to Grade 12, Step 1)</td>
<td>12</td>
<td>01</td>
<td>$13.48/Hr.</td>
<td>01/03/11 (R)</td>
</tr>
<tr>
<td>Sebon White</td>
<td>Lowell/Instr. Asst./PEER (From Bethune/Instr. Asst. IV to Lowell/Instr. Asst./PEER) (From 7 Hrs. to 2 Hrs.) (No change in Grade and Step)</td>
<td>08</td>
<td>03</td>
<td>$11.40/Hr.</td>
<td>01/03/11 (R)</td>
</tr>
</tbody>
</table>

** - Upward Mobility
* - New Hire
*** - Rehire
# - Pending Background Check/Fingerprint Clearance/Certification
> - Pending Verification of Previous Teaching Experience
bold - Correction
(A) - Approval
(R) - Ratification
REQUEST: Request for Approval of Separation of Employment, Resignations and Retirements

APPROVED BY: Myriam Roa, Superintendent
SUBMITTED BY: Randy Dickason, Executive Director of Human Resources

☐ Action Item  ☒ Consent Item  ☐ Info. Item  Policy Item
☐ 1st Reading (Info)  ☐ 2nd Reading (Action)

☒ Additional Attachments

RATIONALE: See attachment

BLUEPRINT GOAL: Maximize our Human Capital

RECOMMENDATION: Administration recommends that the Governing Board approve the request for separation of employment, resignations, and retirements as recommended.
**REQUEST FOR APPROVAL OF SEPARATION OF EMPLOYMENT**

**RESIGNATIONS:**

**ADMINISTRATIVE:**

<table>
<thead>
<tr>
<th>NAME</th>
<th>LOCATION/ASSIGNMENT</th>
<th>NUMBER OF YEARS IN DISTRICT</th>
<th>EFF. DATE</th>
<th>EST VAC</th>
<th>EST BTRMT</th>
<th>EST SK LV</th>
<th>EST INS</th>
<th>EST SCK, LV/RETIREMT TOTAL PAYOUT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jessica Brocka</td>
<td>Dunbar/Faith North/Art Teacher</td>
<td>3.5 yrs.</td>
<td>02/18/11</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>LuAnne McCurry</td>
<td>Shaw/Spec. Ed. Res. Teacher</td>
<td>3.5 yrs.</td>
<td>01/03/11</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>Jessica VandenHeuvel</td>
<td>Bethune/S.W./Homeless Liaison</td>
<td>2.5 yrs.</td>
<td>12/17/10</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
</tbody>
</table>

**CERTIFIED:**

<table>
<thead>
<tr>
<th>NAME</th>
<th>LOCATION/ASSIGNMENT</th>
<th>NUMBER OF YEARS IN DISTRICT</th>
<th>EFF. DATE</th>
<th>EST VAC</th>
<th>EST BTRMT</th>
<th>EST SK LV</th>
<th>EST INS</th>
<th>EST SCK, LV/RETIREMT TOTAL PAYOUT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dionalay Akins</td>
<td>Transportation/Sub. Bus Driver</td>
<td>1 yr.</td>
<td>01/03/11</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>Tammy Burkholder</td>
<td>Transportation/Sub. CN Worker</td>
<td>3 mths.</td>
<td>12/13/10</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>Maria Nichols</td>
<td>Garfield/Media Clerk</td>
<td>24 yrs.</td>
<td>12/13/10</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
<td>-0-</td>
</tr>
</tbody>
</table>

**RECOMMENDATION:** THAT THE GOVERNING BOARD APPROVE SEPARATIONS OF EMPLOYMENT AS RECOMMENDED
REQUEST: Request for Approval of the Listed Individuals as Hearing Officers/Investigators

APPROVED BY: Myriam Roa, Superintendent
SUBMITTED BY: Randy Dickason, Executive Director of Human Resources

☐ Action Item  ☑ Consent Item  ☐ Info. Item  Policy Item  ☐ 1st Reading (Info)  ☐ 2nd Reading (Action)

☐ Additional Attachments

RATIONALE: Administration recommends that the Board approve these Hearing Officers for employee issues which may arise for calendar year 2011.

Fred J. Coates
Ben Hufford
Jim Jurs
Harold J. Merkow
A. Dean Pickett

BLUEPRINT GOAL: Maximize our Human Capital

RECOMMENDATION: Administration recommends that the Individuals be approved as Hearing Officers/Investigators.
Fred J. Coates

Objective
To work for an organization that supports a cooperative and creative working environment.

Major Accomplishment
Supervised children, teenagers, adults and peers for over twenty seven years as a teacher, coach, counselor, principal and assistant superintendent.

Professional Experience

Hearing Officer, Chandler Unified School District, 2003 to present. Conducted formal hearings representing the superintendent and governing board. Performed formal hearings that involved student use of weapons, drugs, threats and assaults, sexual harassment, theft and disorderly conduct. Experienced in working with attorneys in a formal hearing setting. Training and mentoring prospective hearing officers throughout the state of Arizona working primarily with The School Risk Retention Trust (The Trust). Consulting with several valley school districts primarily in the area of student discipline issues.

Consultant. Providing services to several school districts in the greater Phoenix area in the areas of student discipline, student due process and hearing officer training.

Education
Arizona State University, Tempe, Arizona. Master of Arts in Education (Counseling and Student Personnel). Completed a program of study in personnel, counseling and administration that prepared me for supervisory and administrative positions.
Related Coursework  Completed 45 hours of supervisory, counseling and personnel coursework beyond the Masters degree.

Professional Affiliations  Governor’s A Plus Committee on Education; National Association of Secondary School Principals; National Middle School Association; Arizona School Administrators; Arizona Interscholastic Association.

Accreditations  Administrative, Supervisor, Counseling and Principal certification (Arizona).

References  Available upon request.
BIOGRAPHICAL INFORMATION

C. Benson Hufford

C. Benson Hufford is a director and a member of the law firm of Hufford, Horstman, Mongini, Pamell & Tucker, P.C., in Flagstaff, Arizona. He divides his time between the firm’s Flagstaff and Tucson offices. Mr. Hufford received his B.A. degree from The College of Wooster in Ohio in 1965 and his J.D. degree from Columbia University in New York City in 1968. He is a member of the State Bars of Arizona and Ohio. He also is licensed to practice in numerous federal courts as well as the courts of the Navajo, Hopi and White Mountain Apache Nations. He emphasizes school and education law in his professional practice. Mr. Hufford represents a number of school districts in Arizona and has been representing school districts for more than thirty years. In addition to his ongoing representation of individual school districts, he and the firm have represented a coalition of school districts concerning the Federal Impact Aid laws and their relationship to the State of Arizona. He is a member of the National School Boards Association Council of Attorneys and of the Arizona Council of School Attorneys. He has spoken at the ASBA Law Conference, the NOLPE Law Conference and the Arizona School Personnel Administrators Conference, and numerous other school affiliated organizations. Mr. Hufford frequently addresses educational organizations on various topics of school law. Mr. Hufford has served as an instructor of labor and employment law courses at Northern Arizona University and as an adjunct professor for school law at the University of Phoenix. Mr. Hufford also serves as a hearing officer, mediator and arbitrator for civil disputes including education and employment matters.
JAMES E. JURS, Ed. D.
4947 East Cascalote Drive
Cave Creek, Arizona 85331
Home Phone: (480) 473-9424
Cell Phone: (602) 679-5048

EXPERIENCE:

CLINICAL ASSOCIATE PROFESSOR
August 2003
Thru May 2008
Arizona State University
Tempe, Arizona
- Coordinator of the M. Ed. Program in Educational Administration
- Coordinator of the Exemplary Teachers for Arizona Program
- School Law Instructor
- Capstone Seminar Instructor
- Administrative Intern Supervisor

FACULTY ASSOCIATE
August 2001
Thru 2003
Arizona State University
Tempe, Arizona
- Coordinator of the Exemplary Teachers for Arizona Program
- School Law Instructor

SUPERINTENDENT
July 1992
Thru June 2001
Paradise Valley Unified School District - Phoenix, Arizona
CEO of the third largest public school district in Arizona
Total responsibility for all administrative functions including:
- Instructional and curriculum development and delivery
- Implementation of Governing Board Policies
- 42 school sites, K-12
- $167 million annual M/O budget
- $165 million bond/capital override authority
- Ten school construction projects including eight elementary schools, one middle school and one high school
- 35,000 students
- 3400 employees
- Strategic planning, including restructuring and decentralization
- Implementation of a collaboration process involving all employees
- Community relations
- Legal and compliance oversight
- Development of a collaborative project including Paradise Valley Community College, Arizona State University-West, Northern Arizona University, and the K-12 district
- Development of a consortium of four public K-12 school districts serving the Northeast Phoenix Metropolitan area
October 1984
Thru
July 1992

ASSISTANT SUPERINTENDENT FOR PERSONNEL SERVICES
Paradise Valley Unified School District - Phoenix, Arizona

- Member of the District’s Senior Management Team
- Total supervision of the personnel function for a suburban school district with an enrollment of 28,000 students and 2800 employees
- Spokesperson for the Governing Board’s Bargaining Team in discussions with five employee groups
- Supervision of the District’s Teacher Evaluation System
- Author of Governing Board policies on Sexual Harassment and Employee Substance Abuse
- Implementation of a substitute teacher allocation system that brought cost overruns under control
- Supervision of employee discipline procedures, including suspensions and terminations

September 1980
Thru
October, 1984

PRINCIPAL
Paradise Valley High School - Paradise Valley Unified School District – Phoenix, Arizona
Yuma High School - Yuma Union High School District – Yuma, Arizona

July 1976
Thru
September 1980

ASSISTANT PRINCIPAL
Paradise Valley Unified School District - Phoenix, Arizona
Sierra Vista Public Schools, Sierra Vista - Arizona

August 1974
Thru
May 1976

ARIZONA STATE UNIVERSITY
Tempe, Arizona

BUREAU OF EDUCATIONAL RESEARCH AND SERVICES
Doctoral student and Graduate Research Associate

March, 1970
Thru
June 1974

ELGIN PUBLIC SCHOOLS
Elgin, Illinois
Middle School and High School Teacher – Social Studies
ADDITIONAL EXPERIENCE:
ARIZONA STATE UNIVERSITY
NORTHERN ARIZONA UNIVERSITY
Phoenix and Tempe, Arizona

FACULTY ASSOCIATE
1995 thru 2003 and 2008 – Present
- School Law
- School Finance
- Critical Issues in Education
- Organization and Administration of American Public Schools
- Politics and Publicity of Public Education

ARIZONA SCHOOL FACILITIES BOARD
State Capitol – Phoenix, Arizona
INTERIM EXECUTIVE DIRECTOR
May – June 2002
- Appointed by the Governor to temporarily lead the state agency responsible for building, repairing and renovating Arizona’s public schools.

COMMUNITY SERVICE:
- Co-Chair, President’s Council – Paradise Valley Community College 2002-2007
- North Phoenix Chamber of Commerce
  Board of Directors, 1992-2001
  Chairman of the Board, 1997-98
  Vice Chair for Community/Government Affairs, 1998-2000
- Arizona State Board of Education Principal’s Institute Advisory Committee, 1994-96
- University of Phoenix Advisory Committee, 1998 - 2000
- Arizona Educational Information System
  Board of Directors, 1997-2000

EDUCATION:
ARIZONA STATE UNIVERSITY
Degree: Ed. D. – 1976
Major: Educational Administration and Supervision

NORTHERN ILLINOIS UNIVERSITY
Degree: M.S. Ed. – 1973
Major: Secondary Education/Political Science

WESTERN ILLINOIS UNIVERSITY
Degree: B.A. – 1970
Major: History/Political Science
STATEMENT OF QUALIFICATIONS

HAROLD J. MERKOW

PROFESSIONAL EXPERIENCE

September 1976 to Present: Arbitrator/Hearing Officer/Administrative Law Judge/
Judge Pro Tem

12/72-9/76: Assistant Attorney General, Arizona Attorney General’s Office, Phoenix,
Arizona

EDUCATION AND PROFESSIONAL MEMBERSHIPS

Law School: Wayne State University, 1972

Member, Arizona State Bar Association since 1972, U.S. District Court for the District of
Arizona 1972, U.S. Court of Appeals, 9th Circuit, 1974, U.S. Supreme Court, 1975

American Arbitration Association National Panel of Construction Arbitrators

I have been an arbitrator/hearing officer since 1976 and have presided over more than
7,000 administrative hearings for a variety of governmental agencies, municipalities,
school districts and private clients in cases pertaining to personnel matters/employee
relations/whistleblower complaints, school district employee discipline (certified &
classified employees), commercial disputes, public procurement bid protest appeals,
contract claims and construction claims, professional licensing including accounting,
technical registration, medicine (physicians [allopathic and osteopathic], dental, nursing,
veterinarian, naturopathic, psychology), financial regulation (banking, insurance, real
estate), election law, natural and public resources (air quality, water [quantity and
quality], minerals, environmental regulation, food service hygiene), public health and
safety (health services, AHCCCS eligibility, ambulance regulation, pesticide misuse,
peace officer certification [POST], zoning enforcement), municipal tax enforcement,
amusement regulation (alcoholic beverages, racing, Indian gaming) and
transportation/economic development (Arizona Department of Transportation, City of
Tempe, City of Phoenix). Since 1982, I have also been serving as an Administrative
Law Judge for the U.S. Government in Flagstaff for claims involving Indian relocation.

I hold contracts with the City of Tucson, City of Phoenix, City of Peoria and the Arizona
Board of Regents (on behalf of the three universities) to conduct procurement appeals,
contract claims and construction claims. I have also conducted hearings on behalf of the
Maricopa Community College District for procurement appeals.
Since 1976, I have been a contract hearing officer for the Maricopa County Merit System Commission to conduct personnel disciplinary appeals and whistleblower claims. Since 1979 I have been a contract hearing officer for the Arizona State Personnel Board to conduct personnel disciplinary appeals and whistleblower complaints. Since 1997, I have been a contract hearing officer for the City of Phoenix Civil Service Board, since 2003 I have been a contract hearing officer for the City of Bullhead City for personnel disciplinary appeals, in 2007 I received a contract to serve as a hearing officer for the City of Peoria for personnel disciplinary appeals. In 2008, I received a contract from the Maricopa Special Health Care District (Maricopa Integrated Health System [MIHS]) to conduct personnel appeals and whistleblower hearings. In 2008, I received a contract from the Arizona Board of Regents to conduct personnel appeals and whistleblower complaints involving certified and classified employees of the three universities. I am on the list of approved hearing officers for the Maricopa County Judicial Merit System, the Coconino County Superior Court and for Mohave County Superior Court, all of which are kept to preside over employee disciplinary matters and employee disputes. I have presided over employee disciplinary hearings for the Mohave County Superior Court, the Maricopa County Superior Court, the Coconino County Superior Court, the cities of Surprise, Avondale, Tolleson, Chandler, Parker and Lake Havasu City on an as-needed basis and for the State Compensation Fund when needed.

I am on the approved list of hearing officers for the Arizona Department of Education for teacher/school administrator disciplinary cases and I have been appointed as a hearing officer by the Scottsdale Unified School District, the Mesa Unified School District, the Madison School District, Alhambra School District, the Phoenix Elementary School District, Roosevelt Elementary School District, Isaac School District, Maricopa County Regional School District, Tucson Unified School District, Somerton Elementary School District, Gadsden Elementary School District, Naco Elementary School District, Ganado Unified School District, Tolleson Union High School District and the Kayenta Unified School District to adjudicate personnel actions brought against classified employees as well as certified school teachers and administrators.

I currently hold contracts with the Scottsdale School District, Cartwright School District and Creighton School District to conduct student expulsion/long-term suspension hearings. I also hold a contract with the Arizona Board of Regents to conduct student conduct violations hearings.

From 1978 until August 2005, I served as a due process hearing officer for the Arizona Department of Education to conduct special education due process hearings throughout the State of Arizona. I currently adjudicate due process hearings under Section 504 of the Rehabilitation Act for school districts including the Scottsdale Unified School District and the Deer Valley Unified School District.

-2-
I have been appointed to conduct relocation appeal hearings by the Arizona Department of Transportation, City of Phoenix and City of Tempe for public works projects under construction. Since 1986, I have conducted more than 50 relocation appeal hearings.

Since 1999, I have served as a contract hearing officer for the Maricopa County Planning and Development Department presiding over code enforcement violation hearings, nuisance abatement hearings and flood control/drainage clearance violations and in 2007 I received a contract to adjudicate development appeals for the City of Peoria.

Since 1999 to date, I have served as a Judge Pro Tem for the City of Phoenix Municipal Court.

Between 2006 and 2008, I was a Judge Pro Tem for the City of Scottsdale Municipal Court.

Between 2000 and 2005, I served as a Judicial Officer Pro Tem for the Maricopa County Superior Court.

In 1995, I was appointed Special Master in the receivership of American Bonding Company adjudicating commercial and surety claims.

In March 2000, I was appointed as the Joint Expert (Special Master) by the U.S. District Court to monitor an injunction that was issued against the Arizona Department of Corrections regarding inmate access to the Courts.

In March 2002, I was appointed Special Master in the receivership of Premier Healthcare of Arizona to adjudicate provider and participant claims against the estate. In November 2004, I was appointed Special Master in the receivership to adjudicate claims brought by the Receiver against providers and insurers.
A. DEAN PICKETT
MANGUM, WALL, STOOPS & WARDEN, P.L.L.C.
100 NORTH ELDEN STREET
POST OFFICE BOX 10
FLAGSTAFF, ARIZONA 86002-0010
PHONE 928-779-6951
E-MAIL dpickett@mwslaw.com

PROFESSIONAL EXPERIENCE


1981-1984: Part-time Instructor, Business Law (five semesters) and Environmental Law (1 semester), Northern Arizona University, Flagstaff, Arizona


1974-1978: Lieutenant, United States Navy Judge Advocate General's Corps, serving as Legal Officer, Puget Sound Naval Shipyards, Bremerton, Washington. My practice was principally devoted to civilian personnel matters at a naval shiyard employing over 10,000 federal civilian employees.

PROFESSIONAL ACTIVITIES AND RECOGNITION

Member, Chair (2009-2010) and Director (2002-present), National School Boards Association Council of School Attorneys. I also served as a member of the Board of Directors of the National School Boards Association. Based in Alexandria, Virginia, the 3,000-member Council of School Attorneys is the only professional association devoted to the legal representation of schools and school districts, their board members, administrative leaders and the children they serve.

Member, National Association of College and University Attorneys (1982-2010)

Judge Pro Tem, Arizona Court of Appeals (1992)

Special Education Due Process Hearing Officer (1994-96, when school lawyers in Arizona were permitted to serve as hearing officers in Arizona while in active school law practice)

John R. McDonald Award by the Arizona School Boards Association, “given to an Arizona attorney whose outstanding contributions to Arizona public education merit high distinction” (2007)

Navy Achievement Medal (1977)


Who’s Who in America (2008-present)
EDUCATION

1971-1974: Juris Doctor, with distinction, College of Law, University of Arizona, Tucson, Arizona

1967-1971: Bachelor of Arts, Economics major, Northern Arizona University, Flagstaff, Arizona

BAR ADMISSIONS

Arizona Supreme Court (1974), actively licensed

United States District Court, District of Arizona (1974)

Washington Supreme Court (1975), inactive

United States District Court, Western District of Washington (1975)

United States Court of Military Appeals (since 1994, the United States Court of Appeals for the Armed Forces) (1975)

United States Court of Appeals for the Ninth Circuit (1975)

Colorado Supreme Court (1999), inactive

PUBLICATIONS


Co-author, Safe Schools, Safe Communities, National School Boards Association Council of School Attorneys (2000)

Co-author, School Employee Background Investigation and Reporting, Arizona School Boards Association (1997)

More than forty papers and presentations on a wide variety of education law subjects for the National School Boards Association, the National School Boards Association Council of School Attorneys, the National Association of State Directors of Teacher Education and Certification, the Arizona School Boards Association, the Arizona Association of School Administrators, the Arizona Association of School Business Officials, the Arizona Association of School Personnel Administrators, the Kellogg Foundation, university school law courses, etc.
REQUEST: Request to Authorize Governing Board Signature on Voucher Statements for Ratification and Approval of Expenditures

APPROVED BY: Myriam M. Roa, Superintendent
SUBMITTED BY: Myriam M. Roa, Superintendent

☑ Action Item ☐ Consent Item ☐ Info. Item ☐ Policy Item
☐ 1st Reading (Info)
☐ 2nd Reading (Action)

☑ Additional Attachments

RATIONALE: A Governing Board member will be authorized to sign vouchers.

Process:
Vouchers from payroll and purchase orders are prepared weekly. A board member reviews and signs the vouchers. Vouchers are then approved by the full governing board at regularly scheduled meetings, usually under a consent agenda item to ratify and approve those vouchers signed prior to the meeting.

BLUEPRINT GOAL: Increase our Financial Capacity and Fund our Programs and Services Efficiently and Equitably

RECOMMENDATION: Administration recommends the Governing Board authorize a governing board signature on voucher statements for ratification and approval of expenditures.
REQUEST: Request for Approval of Out of District Field Trip

APPROVED BY: Myriam M. Roa, Superintendent

SUBMITTED BY: Tom Lind, Assistant Superintendent – Curriculum & Instruction

☐ Action Item  ☐ Consent Item  ☐ Info. Item  Policy Item
☐ 1st Reading (Info)
☐ 2nd Reading (Action)

☒ Additional Attachments

RATIONALE: The Student Council of Lowell School is requesting an out of district field trip to attend the 13th Annual Student Retreat sponsored by the Arizona Association of Junior High Student Councils. The retreat is scheduled to begin on February 4, 2011 and conclude on Saturday, February 5th. The location is Granite Mountain Middle School in Prescott, Arizona. The theme of the retreat is Leaders: Under Construction. www.aaajhsc.org is the organization’s website.

Lowell students will participate in a variety of activities with other students from school districts in Arizona.

The Five Goals of Student Council include:
1. Leadership: Developing and promoting leadership abilities
2. Diversity: Building awareness, respect, and value for all people
3. Academic Achievement: Striving for and creating motivation for academic excellence
4. School/Community Involvement: Building a partnership between the school and community with service
5. School Spirit: Creating activities for campus pride and participation

BLUE PRINT GOAL: Responding to the Needs of Our Community

RECOMMENDATION: Administration recommends the Governing Board approve the out of district field trip for Lowell School for student council officers to attend the 13th Annual Student Retreat sponsored by the Arizona Association of Junior High Student Councils.
# Out of District Field Trip Request

**School Name**: Lowell  
**Grade Level**: Student Council Grades 4th-8th

### Destination
- **Granite Mountain Middle School**  
- Prescott, AZ

### Return
- **Lowell Elementary**

### Costs associated with this activity
- **Transportation**: $850.00  
- **Food / Lodging**: $720.00  
- **Miscellaneous**: $75.00  
- **Total**: $1,645.00

### Funding Source(s)
- 1. Tax Credit  
- 2. Student Council  
- 3. [ ]

### Mode of Transportation
- [ ] District  
- [ ] Commercial  
- [ ] Parent

### Curriculum Objectives
1. **Use leadership skills learned at the conference to enhance their role as student council members.**
2. **Communicate among the student body, involve students in community service.**
3. **The students will use leadership skills learned at the conference to enhance their role as student council members.**
4. **The students will learn to be confident leaders.**

Submit form to the Office of Curriculum & Instruction for Board Prep.

**Teacher Name**: Naomi Weeks  
**Date**: 11/3/2010

Principal's Signature: [Signature]

Revised August 2010
AAJHSC
ARIZONA ASSOCIATION
OF JUNIOR HIGH
STUDENT COUNCILS

13th Annual Student Retreat

5:00pm Friday, February 4 thru 1:00pm Saturday, February 5, 2011
Granite Mountain Middle School
1800 Williamson Valley Rd Prescott, Arizona 86305

All Student Councils who are paid members of the AAJHSC are invited to bring up 12-15 of their members to our 13th Annual Student Retreat. There will be approximately 300 students and 50 adults in attendance. The cost is $30.00 for every person who attends. Our destination for the Retreat is the beautiful campus of Granite Mountain Middle School in Prescott. Registration will begin at 4:00 p.m. on Friday in the cafeteria. When you arrive at the school you will be greeted by members of the Granite Mountain Student Council who will direct you to the locations to place your belongings. Girls will be sleeping in the library and several classrooms and boys will be in the cafeteria. For safety reasons students are not permitted to be anywhere on campus at any time without an adult. Be advised that we cannot be responsible for the safety of any electronic devices. It is best not to bring them onto the campus. Please remember to wear your student council shirt on Friday all day, including the dance, and your name tag at all times. Following registration we will have school introductions. Note: you can use the same school introduction that you used at the Leadership Conference in Mesa or you can practice the Introduction you will use for Convention. Many other activities are planned for a fun-filled retreat. There will be a dance Friday night where you will meet other Student Council representatives. The retreat will end at approximately 1:00 p.m. on Saturday.

Please bring the following items to the retreat:

- Sleeping bag/ pillow
- Change of clothes for Saturday (a t-shirt to be worn on Saturday will be given to everyone)
- Warm coat, hat and gloves (it might be cold)
- Air mattress (optional)
- Pajamas/sweat suit (to sleep in)
- Personal items (toothbrush, comb, etc.)

As in the past, all advisors and chaperons will be assigned jobs. Please remember that students are not permitted anywhere on campus without an adult. Your active participation always makes this a fun, rewarding, and successful retreat! Teamwork is key!
4:00-5:00  Registration/all schools & advisors sign-up for duties
5:00-5:05  Board Welcome/Pledge by: (school)
5:05-5:30  Roll Call/ School Introductions -1 minute time limit
5:30-6:30  Dinner: Salad, Bread sticks, Spaghetti from Olive Garden
6:35-9:00  Four 35 min. Rotations (follow chart)

<table>
<thead>
<tr>
<th>Rotation Times</th>
<th>Leadership Activity Rotation Sessions</th>
</tr>
</thead>
<tbody>
<tr>
<td>6:35-7:10</td>
<td>1. Cafeteria (activities to be decided and planned at Advisor Retreat)</td>
</tr>
<tr>
<td>7:15-7:50</td>
<td>2. Band Room</td>
</tr>
<tr>
<td>7:55-8:30</td>
<td>3. Tech Room</td>
</tr>
<tr>
<td>8:35-9:10</td>
<td>4. Library</td>
</tr>
</tbody>
</table>

9:15-11:15  Dance (Advisors pick up t-shirts in Teacher’s work room)
11:15-11:45  Clean-up/Bed (Lights out and silent at midnight!)

**Saturday, February 5, 2011**

7:00-8:00  Wake up & pack up
8:00-8:45  Breakfast- (to be determined)
8:45-10:45  Five 20 min. Rotations (follow chart)

<table>
<thead>
<tr>
<th>Rotation Times</th>
<th>Leadership Activity Rotation Sessions</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:45-9:05</td>
<td>1. Cafeteria (activities to be decided and planned at Advisor Retreat)</td>
</tr>
<tr>
<td>9:10-9:30</td>
<td>2. Band Room</td>
</tr>
<tr>
<td>9:35-9:55</td>
<td>3. Library</td>
</tr>
<tr>
<td>10:00-10:20</td>
<td>4. Room 303</td>
</tr>
<tr>
<td>10:25-10:45</td>
<td>5. Tech Room</td>
</tr>
</tbody>
</table>

10:55-11:35  Scavenger Hunt (Hosted by: Granite Mountain)
11:40-12:15  Lunch  Pizza
12:20-12:50  Team Building activity (Hosted by: ???)
12:50-1:00  Exit Surveys, Clean-up (everyone helps) Goodbye
Lowell School

January 2011

FIVE GOALS OF
STUDENT COUNCIL

Leadership
Developing and promoting leadership abilities

Diversity
Building awareness, respect, and value for all people

Academic Achievement
Striving for and creating motivation for academic excellence

School/Community Involvement
Building a partnership between the school and community with service

School Spirit
Creating activities for campus pride and participation

Purpose: To Develop Leaders!
REQUEST: Request to Approve Out of State Travel

- New Jersey Music Educators Association Conference, February 24-26, 2011, East Brunswick, NJ
- National Center for Urban School Transformation (NCUST), March 3-4, 2011, El Paso, TX
- ACDA (American Conductors & Directors Association) National Conference, March 9-12, 2011, Chicago, IL
- National Conference on Science Education, March 10-13, 2011, San Francisco, CA

APPROVED BY: Myriam M. Roa, Superintendent

SUBMITTED BY: Tom Lind, Assistant Superintendent - Curriculum & Instruction

☐ Action Item ☐ Consent Item ☐ Info. Item ☐ Policy Item
☐ 1st Reading (Info) ☐ 2nd Reading (Action)

☐ Additional Attachments

RATIONALE:

BLUE PRINT GOAL: Breakthroughs in Learning

RECOMMENDATION: Administration recommends the Governing Board approve the out of state travel.
<table>
<thead>
<tr>
<th>Name/Title/Dept</th>
<th>Conference / Location /</th>
<th>Prof Dev Request Approval Date</th>
<th>Date(s) of Travel</th>
<th>Sub Cost</th>
<th>Reg. Cost</th>
<th>Flight / Ground Travel</th>
<th>Lodging</th>
<th>Per Diem</th>
<th>Total Estimated Cost</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heather Dziczek Instrumental Teacher Bethune</td>
<td>New Jersey Music Educators Association Conference East Brunswick, NJ</td>
<td>1/4/11</td>
<td>Feb 24-Feb 26, 2011</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Russell Sanders Principal Capitol School</td>
<td>National Center for Urban School Transformation El Paso, TX</td>
<td>1/4/11</td>
<td>March 3-4, 2011</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$ -</td>
<td>-</td>
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<tr>
<td>Loraine Payton Principal Dunbar School</td>
<td>National Center for Urban School Transformation El Paso, TX</td>
<td>1/4/11</td>
<td>March 3-4, 2011</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<td>$ -</td>
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<tr>
<td>Fred Graef Principal Edison School</td>
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<td>March 3-4, 2011</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>-</td>
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<tr>
<td>Gary Zehrbach Principal Herrera School</td>
<td>National Center for Urban School Transformation El Paso, TX</td>
<td>1/4/11</td>
<td>March 3-4, 2011</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>-</td>
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<td>Adrian Walker Principal Magnet Traditional</td>
<td>National Center for Urban School Transformation El Paso, TX</td>
<td>1/4/11</td>
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<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>-</td>
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<tr>
<td>Nadine Gofonia Principal Shaw School</td>
<td>National Center for Urban School Transformation El Paso, TX</td>
<td>1/4/11</td>
<td>March 3-4, 2011</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Melody Herme Principal Whittier School</td>
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<td>1/4/11</td>
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<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>Tom Lind Asst. Superintendent Curriculum &amp; Instruction</td>
<td>National Center for Urban School Transformation El Paso, TX</td>
<td>1/4/11</td>
<td>March 3-4, 2011</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>Christine Miller General Music Teacher Emerson School</td>
<td>(ACDA) American Conductors &amp; Directors Association Conf Chicago, IL</td>
<td>1/4/11</td>
<td>March 9-12, 2011, (during Spring Break)</td>
<td>-</td>
<td>$ 290.00</td>
<td>***</td>
<td>***</td>
<td>***</td>
<td>$ 290.00</td>
<td>Gifts &amp; Donations</td>
</tr>
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</table>

* NJMEA will reimburse all travel costs and related expenses.
** San Diego State University will cover all travel costs.
*** Teacher is paying for travel expense.
<table>
<thead>
<tr>
<th>Name/Title/Dept</th>
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<th>Per Diem</th>
<th>Total Estimated Cost</th>
<th>Funding Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mariah Rand</td>
<td>National Conference on Science Education San Francisco, CA</td>
<td>1/4/11</td>
<td>March 10-13, 2011 (during Spring break)</td>
<td>$ -</td>
<td>$ 239.00</td>
<td>$ 350.00</td>
<td>$ 600.00</td>
<td>$ 200.00</td>
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<tr>
<td>Jill Andrews</td>
<td>National Association of Federal Education Programs Washington, D.C.</td>
<td>12/1/10</td>
<td>March 27-30, 2011</td>
<td>$ -</td>
<td>$ 395.00</td>
<td>$ 700.00</td>
<td>$ 925.00</td>
<td>$ 295.00</td>
<td>$ 2,315.00</td>
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</table>
New Jersey Music Educators Association Conference
Heather Dziczek, Instrumental Music teacher at Bethune, is requesting approval to attend the New Jersey Music Educators Association (NJMEA) Annual Conference February 24-26, 2011.

This conference will focus on all aspects of music teaching across all disciplines (general, choir, band, strings) and at all age level K-12. There are also student performances through the conference. The evenings highlight the All State High School Ensembles and one professional group.

Ms. Dziczek has been invited to be a speaker at this conference. Therefore, the NJMEA will cover all travel costs and related expenses.
CONFERENCE SESSION OFFERINGS

Listed below are the workshops scheduled to be presented throughout the conference as of November 1, 2010. They are in no particular order and additions will be made on the NJMEA website. The final schedule of events including: workshop day, time, room and hotel assignments will be available on the website as of February 1, 2011.

www.njmea.org

ELEMENTARY & TECHNOLOGY SESSIONS
THURSDAY, FEBRUARY 24, 2011

If you teach, the Elementary Day is an excellent opportunity for you to learn from world renowned clinicians. This year’s sessions will include movement, Orff/Kodaly, choral readings, and much, much more. Clinicians will present useful methods and materials which will inspire you to get back in the classroom and do great things!

The Technology Day is intended for all levels and will help sharpen your technology skills. Rick Dammers and the NJ Ti:ME Chapter have assembled a wide variety of session to meet your needs and will also offer you the opportunity to visit with SoundTree personnel in their hands on technology lab.

---

Keynote Speaker

“Dr. Tim” Lautzenheizer
Saturday 9:00 a.m

Teaching On-And-Off The Podium;
The Importance Of Role Modeling

Sponsored by: Hal Leonard/Conn-Selmer/GIA Publications

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CONCERTS

Celebrating Wind Band Music and NJ Community Band Activity!

Director: Keith W. Hodgson
Assisted By: South Jersey Area Wind Ensemble

NJ Intercollegiate Band

Directors: John Pastin, Tom McCauley, Tom Connors, Craig Davis, George Balog, Bruce Yurko, Larry Markiewicz and John Holly

Sponsored by: NJ Band Association

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Rutgers Wind Bands
Director: Darryl Boll
William Paterson University Symphony Orchestra
Director: Sandra Dackow
Morris Knolls HS Chorale
Director: Michael Semanick
Immaculata HS Saxophone Ensemble
Director: Frank Amato
Immaculata HS Percussion Ensemble
Director: Frank Amato
Washington Twp. HS Orchestra Chamber Ensemble
Director: Judy Barnett
Mount Olive HS Saxophone Ensemble
John DiFidio
John Adams Middle School Bel Canto Choir
Director: Aida Gamboa
 Roxbury HS Classic Sounds Honors Choir
Director: Lorraine Lynch
Kean University Concert Choir
Director: Mark Terenzi

JANUARY 2011 45 TEMPO
**JOB FAIR**

**Facilitators:** Robert Pispecky, Edison School District, Edison, NJ and James Sheeley, Newark Public Schools, Newark, NJ.

*Sponsored by: NJ Music Administrators Association*

Meet representatives from some New Jersey School Districts who have current and/or anticipated job openings for the next school year. Just stop in for a few minutes between 2:00 and 3:45 PM! You will have the opportunity to find out about the district and the position, share some information about yourself, meet an administrator, and possibly sign up for a formal interview. Put your best foot forward and get in the door! Cordially open to all interested current and future music educators seeking a job now or in the 2011-2012 school year.

Bring your resume!

---

**Cutting Edge Teaching Strategies: Cool Ideas For A Cool Era**  
Clinician: Chris M. Bernotas  
*Sponsored by: Alfred Music Publishing Co., Inc.*

**Managing The Middle School Choral Rehearsal**  
Clinician: Marily Berrie  
*Sponsored by: NJACDA*

**NJMEA Young Composers Composition Competition Critique**  
Clinician: Patrick Burns  
*Sponsored by: NJMEA*

**Teaching Beginning Horn Students: Anxiety And The Horn**  
Clinician: Marjorie S. Callaghan

**Adolescent And High School Voice Care**  
Clinician: Donna Connolly

**The Good, The Bad, And The Ugly: Choosing Music For Your Band**  
Clinician: Lynn G. Cooper  
*Sponsored by: GIA Publications*

**Organization 101: Success Is In The Details**  
Clinician: Lynn G. Cooper  
*Sponsored by: GIA Publications*

**Writing And Arranging For Young Orchestras**  
Clinician: Sandra Duckow

**Sponsored by: TEMPO Press**

**Wikis: Create A Free Web Space For Your Music Class Or Ensemble**  
Clinician: Rick Dammers  
*Sponsored by: Rowan University*

**Going To Camp: Examining Technology-Based Music Pedagogy**  
Clinician: Rick Dammers and VJ Manzo

**Rapport Building In The Classroom**  
Clinician: Heather Dziiek

**Detours Around Some Common Pitfalls Of Beginning Band**  
Clinician: Heather Dziiek

**Use The SMARTBoard To Streamline Your Teaching**  
Clinician: Martha Frampton  
*Sponsored by: Keyboard Consultants*

**NJMEA Leadership: A General Information Session**  
Clinician: Robert Frampton

**Music Educator: The Proven Leader**  
Clinician: Robert Frampton

**Solos For Beginning And Intermediate Band Students**  
Clinician: Carol Frierson-Campbell
National Center for Urban School Transformation

NCUST
National Center for Urban School Transformation (NCUST)  
January 13, 2011

In accordance with our agreement with NCUST approved by the Governing Board on July 13, 2010, seven principals and one district-level administrator will visit Escontrias Elementary in the Socorro Independent School District in Texas. Escontrias Elementary is a school that serves a low-income community in El Paso, Texas. Although the school has many challenges, it has an exemplary accreditation rating from the Texas Education Agency. In 2010, Escontrias was one of twelve schools in the nation to receive the National Excellence in Urban Education Award from the National Center for Urban School Transformation.

The visit will provide leaders from the District the opportunity to see the practices, programs, and processes that influenced a dramatic turnaround in teaching and learning in this school that resembles the demographics of many Phoenix schools. The visiting team will meet with and interview the Escontrias School principal, observe classrooms, examine Escontrias data, and identify possible opportunities for applying lessons learned upon our return to Phoenix.

The session at Escontrias will commence at approximately 8:00 a.m. and end at approximately 4:00 p.m. on March 4, 2011. We anticipate that our team will leave Phoenix on the evening of March 3, 2011 and return on the evening of March 4th. NCUST will arrange and fund all associated costs with airfare and lodging. In addition, NCUST will reimburse reasonable meal expenses and ground transportation costs.
NCUST Participants:

Capitol: Russell Sanders
Dunbar: Loraine Payton
Edison: Fred Graef
Herrera: Gary Zehrbach
Magnet: Adrian Walker
Shaw: Nadine Gofonia
Whittier: Melody Herne
Emerson Court: Tom Lind
About NCUST: Our Challenge

Challenges to urban school achievement are complex and involve many different elements. There is not a one-size-fits-all solution.

About NCUST: Our Challenge

America's urban schools are not hopeless. Every week one can read about urban schools that are improving achievement and accomplishing remarkable results.

Often, however, urban schools are besieged and befuddled by the same problems that have been solved in other schools with similar challenges. Too often, improvement efforts are random, shallow, and based more on individual inclinations than systemic structures that can sustain and replicate reform.

Frequently, university researchers have neither the incentives nor the opportunity to engage in the complex work of understanding the real problems of urban schools or understanding the nuances behind the successes of other urban systems. As well, university efforts to improve preparation programs for the educators and leaders who work in urban schools are generally handicapped by a lack of understanding of the problems of urban schools and the potential solutions to those problems.

The transformation of our nation's urban schools is too important and too complex to depend upon fads, quick-fix policies, or one-size-fits-all programs that cannot address the widely varying contexts of our cities.

Transformation requires sustained, dedicated engagement focused upon the real problems of practice that plague urban districts. It requires support grounded in high quality research that illuminates the context-sensitive variables that influence success. It requires unwavering focus on real results that signal real changes in the academic lives of children.

The National Center for Urban School Transformation is designed to meet this challenge and provide such support.
About the NCUST Leadership Team

NCUST
National Center for Urban School Transformation

About Us ▸ NCUST Leadership Team

The NCUST Leadership Team

Dr. Joseph Johnson and the leadership team bring experience from all levels of education.

NCUST Leadership Team

Dr. Joseph Johnson

Executive Director

In August 2005, Dr. Joseph Johnson became the Executive Director of the National Center for Urban School Transformation and the QUALCOMM Professor of Urban Education at San Diego State University.

Previously, he served as a classroom teacher in San Diego, as a school district administrator in New Mexico, as a state department official in both Texas and Ohio, as a researcher and technical assistance provider at the Charles A. Dana Center at the University of Texas, and as the Director of Student Achievement and School Accountability at the U.S. Department of Education where he was responsible for directing the federal Title I Program and several related programs.

Dr. Johnson earned a Ph.D. in educational administration from the University of Texas at Austin's Cooperative Superintendency Program. He earned a Master of Arts in Education from San Diego State University and graduated Magna Cum Laude with a Bachelor of Science degree from the University of Wisconsin at Oshkosh.

In 1987 Dr. Johnson received the Special Educator of the Year Award from the New Mexico Council for Exceptional Children. In 1989 he was the founding president of the National Association for the Education of Homeless Children and Youth. In 1993 and again in 2000, he received the Educator of the Year Award from the Texas Association of Compensatory Education. In 2003 he received the Distinguished Alumnus of the Year Award from San Diego State University's College of Education.

Dr. Lynne G. Perez

Senior Researcher

Dr. Perez is the senior researcher for the National Center for Urban School Transformation at San Diego State University. She also serves as a part-time lecturer with SDSU's Department of Educational Leadership. Lynne began her career in education as a middle school teacher and teacher leader.

Before coming to San Diego State, she worked as an assistant professor at St. John's University (Queens, NY) and as a visiting professor at The Ohio State University, where she earned both her masters and
Ph.D. in educational administration.

Most recently, Dr. Perez led NCUST’s contribution to an intensive statewide study of California’s continuation high schools conducted on behalf of the James Irvine Foundation and in collaboration with researchers from Stanford University and WestEd.

Pamela Engler

Program Coordinator

A former science teacher whose first teaching job was with the Peace Corps in Nepal, Pamela Engler has over two decades of experience working on education reform projects with schools and districts. During the 90s she worked extensively with the National Science Foundation Systemic Initiatives, first as Director of Curriculum for the Florida Statewide Systemic Initiative and later as a consultant for Urban Systemic Initiatives in Boston, Memphis, Miami, New Orleans, Oakland, and San Diego.

She worked for the San Diego Unified School District for several years, first on their mathematics and science systemic initiative and later with the Chancellor’s office on the design and implementation of the Blueprint for Student Success.

She became part of the NCUST Leadership team in 2006 and has been enthusiastically engaged in the important work of urban school transformation ever since.
ACDA National Conference

(American Conductors & Directors Association)
4 full days of concerts, interest sessions, exhibits, and network
Wednesday, March 9, 2011 begins at 8:00 A.M. with Concert Ses
Saturday, March 12, 2011 ends at 10:00 P.M. with Elijah or Mus
Worship

ARRIVE ON TUESDAY, MARCH 8
DEPART ON SUNDAY, MARCH 13
YOU WILL NOT BE DISAPPOINTED!
SEE YOU IN CHICAGO!

Online REGISTRATION  CLICK HERE
PDF REGISTRATION FORM (DOWNLOAD, FAX, OR MAIL)  CLICK HERE

Earn College Credit during the National Conference
Information - CLICK HERE
Registration Form - CLICK HERE

Hotel Information
American Choral Directors Association

Registration
American Choral Directors Association

Honor Choirs
American Choral Directors Association

Conference Brochure
American Choral Directors Association
CONFERENCE HOTELS
Hilton Chicago - Conference Hotel ($169)
720 South Michigan Avenue
Chicago, Illinois, United States 60605
www.hilton.com/chicago

Palmer House - Honor Choir Hotel ($169)
17 East Monroe Street
Chicago, Illinois, United States 60603
www.hilton.com/chicagopalmerhouse

For reservations at The Palmer House:
Reference Code: ADA
2) 1-877-865-5321 Reference: "American Choral Directors" or "ACD"

Chicago's Essex Inn ($129)
800 South Michigan
Chicago, Illinois 60605
www.essexinn.com
1-800-621-6909 M - F 9am - 4pm
1-312-939-0526 fax
Reservations@Essexinn.com
Reference "American Choral Directors"

Swissotel ($129)
323 East Wacker Drive
Chicago, Illinois 60601
www.swissotel.com/chicago
1-888-73 SWISS
Reference "American Choral Directors"

TRANSPORTATION From www.chicagotraveler.com

Getting around Chicago is simple and quick. Thanks to buses and the "L," a system of elevated trains operated 24 hours a day by the Chicago Transit Authority. Buses run every five to fifteen minutes during rush hours and every eight to twenty minutes at most other times. Rapid transit trains run every five to fifteen minutes during the day and every fifteen to sixty minutes all night. Lines are color-coded and denoted by route rather than destination.

Lake Englewood Jackson Park is the Green Line; the O'Hare-Connor-Douglas is the Blue Line; the Ravenswood is the Brown Line (whose trains circle the Loop, giving the area its name); the Evanston Express is the Purple Line; and the Skokie Swift is the Yellow Line. The train costs $2.50 from the airport to downtown.

Chicago's taxis, despite a recent increase in fares, are more reasonable than those of many other major U.S. cities. Charges are $1.50 at the drop of the flag, $1.20 per mile and 50¢ for each additional passenger. Cabs can be hailed anytime in the Loop and other central neighborhoods. Otherwise call Yellow (tel: 312-929-4222) or Checker taxis (tel: 312-243-2537). Taxi fare is between $35 and $40 from the airport to downtown hotels. For more information, visit www.transitchicago.com

PERFORMANCE VENUES

Orchestra Hall and forti Hall at Symphony Center
120 South Michigan Avenue
Chicago, Illinois 60604

Rockefeller Memorial Chapel
University of Chicago
5850 South Woodlawn Avenue
Chicago, Illinois 60637

First United Methodist Church at
the Chicago Temple
77 West Washington Street
Chicago, Illinois 60602

Auditorium Theater
of Roosevelt University
50 East Congress Parkway
Chicago, Illinois 60605
(corner of Congress and Michigan)

Anshe Emet Synagogue
3751 North Broadway
Chicago, Illinois 60613

Sethur Institute of Jewish Studies
610 South Michigan Avenue
Chicago, Illinois 60605

REGISTRATION HOURS Normandie Lounge, Chicago Hilton
Tuesday, March 8, 2011
5:00 pm - 9:00 pm

Wednesday, March 9, 2011
7:30 am - 7:30 pm

Thursday, March 10, 2011
7:30 am - 7:30 pm

Friday, March 11, 2011
7:30 am - 5:30 pm

Saturday, March 12, 2011
7:30 am - 3:30 pm

EXHIBITORS MIDNIGHT MADNESS Wednesday, March 9, 2011
Hilton Chicago 10:00 pm - Midnight
Sponsored by World Choir Games 2012

EXHIBITOR INFORMATION
Contact Heidi Harmon at hharmon@acda.org or 405-237-8161

www.acda.org
Dear ACDA Member,

ACDA’s Chicago Conference 2011 will “blow your mind” in the same way that Chicago—the city—does: with tremendous energy and history thriving amidst acoustical splendor and architectural delights. The inevitable chill of the early March weather will do its best to draw you back inside for the amazing slate of auditory delights we have in store for you—not the least of which is Helmuth Rilling conducting the Chicago Symphony Orchestra and Chorus in Mendelssohn’s Elias (Elijah) at the marvelously ornate Orchestra Hall. Perhaps even better, the Maestro will take the time to talk to us about it, in the form of an Interest Session.

Still not convinced? Other tasty morsels to whet your appetite (arguably even more tantalizing than the renowned Chicago deep-dish pizza): Chanticleer will sing the Brock Commission piece, composed by Steven Sametz. No fewer than five international choirs will perform throughout the Conference. Jazz Night boasts an All-Star choir line-up and a smashing venue in the slick, brand new ballroom at the Swissôtel, which is full of contemporary pizzazz. Music in Worship diversifies its offerings in ways never before conceived: breathtaking Rockefeller Chapel will host a multi-denomination Christian service designed by St. Olaf’s John Ferguson, starring singers and instrumentalists from St. Olaf under the baton of Anton Armstrong. Saturday will feature a Music in Worship “Immersion Day,” featuring such topics as Non-Traditional Worship, Major Works with Minor Resources, and performances by two choirs at Temple United Methodist Church. Chicago’s premiere synagogue, Anshe Emeth, will host the first ever Jewish Friday Evening Choral Sabbath Service, featuring Hazzan (Cantor) Alberto Mizrahi and three fantastic choirs.

Thirty-four performing choirs will shine at Orchestra Hall and at Roosevelt University’s splendid Auditorium Theater. Interest Sessions, Reading Sessions, and the Exhibit Hall will be housed at the Chicago Hilton, which is merely steps from most of the performing venues and a short shuttle ride from the Jazz and Worship Events. In fact, 95% of all activities are within a short block or two, walking distance—but bring your mittens. We’ve secured a great rate for you to stay at the glam Chicago Hilton, allowing for convenient access to Chicago and everything ACDA.

ACDA’s student track, now fully grown, will offer one-of-a-kind opportunities for students to learn from the masters, including Maestros Rilling and Duain Wolfe. Rodney Eichenberger will prepare the Student Conducting Competition Choir. Four Honor Choirs will stay and rehearse at the Hilton’s Palmer House, conducted by Peter Bagley, Lynne Gackle, Rollo Dilworth, and Henry Leck. (We spoil our youth in ACDA, generally with excellent results.)

Midnight Madness will return to the Exhibit Hall on Wednesday night with complimentary wine and special vendor discounts.

I sincerely hope that the above already succeeded in convincing you of this, but please, allow me to emphasize that I am thrilled to spearhead the planning of the 2011 Chicago Conference and honored to serve as President-Elect of your ACDA.

Jo-Michael Scheibe, DMA
**Mendelssohn Elijah (Elijah)**

Chicago Symphony Orchestra  
Chicago Symphony Chorus, Duain Wolfe, director  
Helmut Rilling, guest conductor  
Annette Dasch, soprano  
Birgit Remmert, mezzo-soprano  
James Taylor, tenor  
Markus Eiche, baritone

**International Concert**

Robert Lynch, CEO of Americans for the Arts, guest speaker  
Taipei Philharmonic Chamber Choir (Taiwan)  
Dirk DuHoe, artistic director and conductor  
Johnny Yu Chung-Ku, conductor  
Musica Intima (Canada)  
Kamer (Latvia)  
Māris Sirmais, artistic director/principal conductor  
Chanticleer (CA-USA)  
Matthew Olm, music director  
Chanticleer will premiere The Block Memorial Commission by Steven Sametz, 2011 recipient of ACDA's most prestigious composer's award.

**Music in Worship Rockefeller Memorial Chapel**

A Time For Singing  
Featuring Cantorei of St. Olaf (MN)  
Anton Armstrong, conductor  
John Ferguson, organist  
Highland Park United Methodist Church (TX)  
David Childs, conductor  
Grand Rapids Symphony Junior Youth Chorus (MI)  
Jackie Sonderfan-Schoon, conductor
Shabbat Service  Anshe Emet Synagogue
ACDA's First Jewish Choral Service
Hazzan Alberto Mizrahi, tenor
Sursum Corda (AL)
Lester Seigel, conductor
Chicago College of Performing Arts at Roosevelt University Chamber Chorus (IL)
Cheryl Frazes Hill, conductor
Centenary College Chorale (LA)
Julia Thorn, conductor

Jazz Night @ Swissôtel
Western Michigan University “Gold Company” (MI)
Steve Zegree, conductor
Central Washington University “Vocal Jazz” (WA)
Vijay Singh, conductor
American River College Vocal Jazz Ensemble (CA)
Arthur Lapierre, conductor
Washington High School “A Slice of Jazz” (IA)
Matthew and Shelly Armstrong, conductors
California State University at Long Beach “Pacific Standard Time” (CA)
Christine Helferich Gutier, conductor
Kettering Fairmont High School “Eleventh Hour” (OH)
Brody McDonald, conductor

Honor Choir Concerts
Children’s and Community Youth - Henry Leck, conductor
Middle School/Junior High - Rollo Diworth, conductor
Women’s - Lynne Gackle, conductor
Men’s - Peter Bagley, conductor

Conducting Masterclasses
Holmuth Rilling
Duain Wolfe
Rodney Eichenberger
Interest Session 1

Transforming Conducting: Conducting for Transformation
Weston Noble, Iowa; Geoffrey Boers, Washington

Jazz Styles and Improvisation for Choirs!, Russell Robinson, Florida

Breaking the Code: Small Ensemble Techniques for Choirs of All Sizes
Simon Carrington, Connecticut; Demonstration Choir: The University of Louisville, Kentucky

It's a Good Thing! Embracing Technology in the Choral Classroom, Marie Palmer, Indiana

Expanding the Repertoire: Black Composers Writing for Women's Voices,
Mary Hopper, Illinois

Beyond Singing: Blueprint for the Exceptional Choral Program, Sian McGill, Texas

The Margaret Hillis Collection in the Rosenthal Archives, Cheryl Frances Hill, Illinois;
Frank Villalba, Illinois

Masterclass, Chanticleer, California

Concert Session 1

"Anima" – Young Singers of Greater Chicago, Emily Ellsworth, Illinois

Luther College Norsemen, Timothy Peter, Iowa

Montgomery High School Chorale Women, Heather On, Texas

Millikin University Choir, Brad Holmes, Illinois

Calvin College Alumni Choir, Pearl Shangkuan, Michigan

Reading Session 1

Select from the following simultaneous sessions:
Children and Community Youth Choirs, Male Choirs, College and University Choirs, Vocal Jazz

Roundtable 1

Select from the following simultaneous sessions:
Vocal Jazz, Boychoirs, Men, Colleges and Universities, Junior High/Middle School

International Concert

Guest Speaker: Robert Lynch, CEO of Americans for the Arts

Taipei Philharmonic Chamber Choir (Taiwan),
Dirk Du-Hao, Artistic Director and Conductor, Johnny Yu-Chung-Ku, Conductor

musica intima (Canada)
Kamer (Latvia), Māris Simons, Artistic Director and Principal Conductor

Chanticleer (CA-USA), Matthew Ollman, Music Director
Brock Memorial Commission performance. Steven Sametz, 2011 recipient

Midnight Madness Exhibit Halls, Hilton Chicago

Thursday, March 10, 2011

Interest Session 2

Choral Directors are from Mars and Voice Teachers are from Venus:
Sing from the Diaphragm and other Vocal Misstructions, panel. Allen Henderson, Florida

Boys' Changing Voice: Tips and Techniques, Dan Davison, Washington

Performance Practices in the Classical Era, Dennis Shrock, Connecticut
Demonstration Choir: The University of Missouri at Columbia University Singers, Missouri

Comprehensive Choral Musicianship, David Conte, California

Hear Ye: Announcing a National Symposium on American Choral Music,
Washington, D.C., 2012, John Silantien, Texas

The Interpretation of Latin American Music, Oscar Escalada, California

Concert Session 2

Bella Voce Young Women's Choir, Shelly Winemiller, Minnesota

Murrieta Valley High School Chamber Singers, Jaclyn Johnson, California

University of St. Thomas Chamber Singers, Angela Broeker, Minnesota

Cantus, Tove Ramlo-Ystad, Norway

Reading Session 2 Select from the following simultaneous sessions:
Boys' Choirs, Music in Worship, Senior High Choirs

Roundtable 2 Select from the following simultaneous sessions:
Children's Choirs, Music in Worship, Senior High Choirs, Women's Choirs

Interest Session 3

Explore the Chinese Cultural Treasures Through Choral Music:
Chinese Choral Repertoire and Interpretation, Karl Chang, California; Jenny Chiang, California
Demonstration Choir: The Crystal Children's Choir, California

Choral Directors are from Mars and Voice Teachers are from Venus
Top 10 List: Complaints from Both Sides of the Aisle, panel, Allen Henderson, Florida
Conversation with Helmuth Rilling about Elias (Elijah) Helmuth Rilling
Demonstration choir: Texas State University Chorale, Texas

What Makes Research Valuable?, panel, James John, New York

Conducting Technique, Breath and Center as Rehearsal Technique,
James Jordon, Pennsylvania

Choral Music in Germany, 1928–1948, Nick Strimple, California

Resources for Choral Directors at the Center for Black Music Research, Sharon Giatto, Ohio

Concert Session 3

- The Esoterics, Eric Banks, Washington
- Vox Musica, Daniel Paulson, California
- The Concordia Singers of the Nittany Valley Children's Choir, Lou Ann Shafter, Pennsylvania
- North Central High School "The Counterpoints," Patricia A. Wiebe, Indiana

Chicago Symphony Concert  Orchestra Hall
Mendelssohn Elijah
Chicago Symphony Orchestra and Chicago Symphony Chorus
Helmuth Rilling, Guest Conductor

Music in Worship  Rockefeller Memorial Chapel

Friday, March 11, 2011

Reading Session 3  Select from the following simultaneous sessions:
Ethnic and Multicultural Perspectives, Community Choirs, Women's Choirs

Interest Session 4

- The ACDA International Archives for Choral Music: A Choral Research Resource,
Marvin Latimer, Alabama; Christina Prucha, Oklahoma

- Problems in Conducting: Recitative, Ann Howard Jones, Massachusetts; Scott Jarrett, Massachusetts

- Singing Tiger, Expressive Dragon: Tai Chi for Conductors, Amelia Nagoski, Connecticut

- National Guidelines for Promotion and Tenure for Collegiate Choral Conductors,
Bonnie Sneed, Oklahoma

- Got Choralography?, Yvonne and Larry Farrow, California
Singing with Intention: Bringing Vibrancy and Beauty to Choral Tone
Sandra Snow, Michigan

Implementing a SMART Choral Rehearsal: Enhancing Instruction Using SMART Technology, Ryan Fisher, Arkansas

Teaching through Repertoire: A Choral Conductor’s Guide, Heather Buchanan, New Jersey

Undergraduate Conducting Masterclass, Rodney Eicherberger, Florida

Concert Session 4
Brethren, Patrick F. Vaughn, Virginia

Rex Putnam A Cappella Choir, John Baker, Oregon

Riverside City College Chamber Singers, John Byen, California

Emory University Concert Choir, Eric Nelson, Georgia

Bak Middle School of the Arts Girls Chorus, Connie Drosakis and Ken Taylor, Florida

Reading Session 4
Select from the following simultaneous sessions:
Show Choirs, Junior High/Middle School Chorus, Two-Year College

Concert Session 5
Fountain Valley High School “Troubadours,” Kevin Tison, California

“The Singers” — Minnesota Choral Artists, Matthew Culloton, Minnesota

Hua Zhong Normal University CCNU Tian Kong Choir, Xiao Bao Tian, China

Jazz Night Swissôtel

Shabbat Service Anshe Emet Synagogue

Saturday, March 12, 2011

Interest Session 5
Melodies that Sing: “We love to sing this song” with Joyful Noise, Allison Fromm, Illinois; Alice Parker, Massachusetts; Demonstration choir: Joyful Noise

I’m a Traditional Church Musician, and I’ve Been Asked to Start a Contemporary Service, Jonathan Rodgers, Mississippi

Too Old To Sing: Can Singing Skills be Revived? Michael Kemp, Pennsylvania
Nutrition for the Voice and Soul, Timothy Soelting, Texas
Vocal Health: From the Choir Classroom to the Voice Clinic panel, Sarah Blakeslee, Wisconsin

Using Music Selection to Drive Artistic Growth, Anthony Tice, King, Massachusetts
Writing for the Choral Journal, Carroll Ganzo, Minnesota

Revitalizing Middle School Choral Programs, Judy Bowers, Florida
Choral Orchestral Masterworks, Duain Wolfe, Illinois

Have We Had This Conversation?, John Yarrington, Texas
Performing Major Works in Your Church, Greg Hobbs, Texas

Pillars of Professionalism: A Fresh Look at Professional Disciplines for Collegiate Music Students, Bruce Southard, North Dakota

Concert Session 6
Schosfield Middle School Madrigal Singers, Deborah Mullenbruck-Flescher, Nevada
Douglas Anderson School of the Arts Chorale Women, Jeffrey Clayton, Florida
Kantorei, Richard A. Larson, Colorado
Young People's Chorus of New York City, Francisco J. Núñez, New York

Roundtable 3
Select from the following simultaneous sessions:
Ethnic and Multicultural Perspectives, Show Choirs, Community Choirs, Two-Year College

Concert Session 7
Orchestra Hall
University of Kentucky Men's Chorus, Jefferson Johnson, Kentucky
Young New Yorkers' Chorus, Michael Kerschner, New York
Lawrence University Women's Choir "Cantala," Phillip A. Swan, Wisconsin
Brigham Young University Singers, Ronald Staheli, Utah

Honor Choir Concerts
Auditorium Theater
Elias (Elijah) Concert
Orchestra Hall
Music in Worship: A Time for Singing
Rockefeller Memorial Chapel
### 2011 ACDA National Conference Registration Form

**Four Ways to Register! Early Postmark Deadline: January 14, 2011**

- **Online**: www.ACDA.org
- **Fax**: 405-232-8162 (no cover sheet please)
- **Mail**: ACDA, Attention: Registration 545 Couch Drive, Oklahoma City, OK 73102-2270
- **On-Site**: Hilton Chicago – Normandy Lounge 720 South Michigan Ave., Chicago, IL 60605

**ACDA Membership (Select A, B, or C below)**

- **A**: I'm a member # Exp. Date:
- **B**: Renew my membership # (indicate type below)
- **C**: I'm not a member of ACDA and wish to join (indicate type below), for a description of membership types and benefits visit www.ACDA.org.

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**Registration (Pricing for members & guests of members)**

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**My Badge**: Please Print Clearly or Type

- **First Name:**
- **Last Name:**
- **Institution:**
- **City, State (Country if not US):**
- **Performances divided into 2 tracks. Please select one.**: [ ] Gold ex: Elias (Elijah) Sat.  [ ] Scarlet ex: Elias (Elijah) Thur.
- **Optional: ACDA Leadership Role (i.e., officer title, R&S area)**
- **Limit One:**

**Confirmation**

No materials will be mailed prior to the 2011 Chicago Conference. Your receipt, conference badge, program book, and reading packets will be available at the registration desk in the Normandy lounge of the Hilton Chicago. Visit www.ACDA.org/conferences for updates, schedules, and program notes.

Yes, upon processing of my registration, I would like to receive a confirmation at the following email address:

**Guest Registration**

- **Guest #1**: [ ] Active [ ] Retired [ ] Student [ ] One Day (Associate, Spouse, or Partner)
- **First Name:**
- **Last Name:**
- **Institution:**
- **City, State (Country if not US):**
- **Guest #2**: [ ] Active [ ] Retired [ ] Student [ ] One Day (Associate, Spouse, or Partner)
- **First Name:**
- **Last Name:**
- **Institution:**
- **City, State (Country if not US):**

**Reading Session Packets**

Indicate the total number of packets you (and your personal guests) wish to receive. Four (4) packets are included with each registration. Additional packets may be ordered for $10 each. Limit: 1 packet per individual category per person. Example: you + guest = 8 packets.

**Payment**

- **ACDA Membership**: $______
- **Registration**: $______
- **Guest #1 Registration**: $______
- **Guest #2 Registration**: $______
- **Additional Reading packets @ $10 each**: $______
- **ACDA Endowment Contribution**: $______
- **Total Due**: $______

- **Check #**: ____________________ Visa ** Mastercard**
- **PO#**: ____________________
- **Credit Card**: Name on Card: ____________________
- **Expiration Date**: ____/____ 20__ CVV Code: ____

**Billing Address**: ____________________

**City, State, and Zip**: ____________________

I agree to pay the appropriate fees according to the credit card issuer agreement and the terms listed on this form. All sales final. By registering for this conference, I accept/denial and will abide by all ACDA conference policies. All membership and accommodations are non-refundable and non-transferable. ACDA membership must be renewed at the start of the conference. The registrant is responsible for making hotel reservations and other arrangements in regard to the conference. Those who purchased their hotel by Jan 14, 2011 qualify for the lift ticket discount no later than the completion of registration (and/or request a refund if not enrolled). All cancellations must be submitted in writing 30 days before the conference date. All requests for a refund of the total conference fees (less $25 administrative charge) after the date and time listed above will be subject to a review of the individual circumstances. A request for a refund must be submitted in writing at least 30 days before the conference date.
I ❤️ CHOIR!
National Conference on Science Education
Tom Lind:

The purpose of this letter is to outline the rationale for why I would like for Mariah Rand to attend the National Science Teacher’s Association conference in March of 2011.

This year’s conference offers a variety of opportunities for teachers to increase their knowledge and skills with respect to the integration of mathematics into the science discipline. A review of the performance data for Herrera Elementary reveals that middle school mathematics will be the most difficult area to meet Adequate Yearly Progress (AYP). Table 1 reveals that all students in the approaches category will need to move into the meets category for the school to meet AYP requirements. Thus the need to integrate mathematics into the science discipline is critical if we are to make the academic gains that are expected of us. The following sessions at the conference will build our science teacher’s capacity to integrate math: 1) Applying Algebra to Pendulums: Language Acquisition Using Manipulatives 2) On the Prairie: Ecological Approaches to Language and Mathematics and 3) Nature Books: The Natural Way to Link Science, Math and Literacy.

### Table 1

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In addition, the conference offers several opportunities for Ms. Rand to build her knowledge and skills with respect to better meeting the needs of English Language Learners. The need to improve our service delivery for ELLs is outlined in our Title I plan and is critical to the long term success of Herrera. The conference is offering the following sessions: 1) Fab Vocab Strategies You Can Use Today 2) Unpacking Science Content with Cueing Systems to Promote Academic Success for English Language Learners 3) Dissecting Word Problems 4) Writing in Science: Documented Success in Increasing Achievement in Both Domains and 5) Practical tools to support English Language Learners reading Science Texts.

Summary of Conference:

The National Conference on Science Education is holding its annual conference in San Francisco, CA March 10-13th. The conference features various presentations on science, the integration of mathematics and how to meet the needs of ELLs in the science classroom.

Very Truly Yours,

Gareth D. Zehrbach, Ph.D.
NSTA - National Science Teachers Association

Conferences and Institutes

2011 National Conference in San Francisco

March 10–13, 2011

Celebrating the Joy of Science: Imagine and Create

Join us in the "City by the Bay" for NSTA’s 2011 national conference. The conference headquarters hotels are the Hilton San Francisco Union Square and the Marriott San Francisco Marquis. Conference registration and exhibits will be at the Moscone Center. Most sessions and events have been scheduled at the Moscone Center and the Hilton and Marriott.

The conference will begin with concurrent sessions on Thursday, March 10, at 8:00 AM and end on Sunday, March 13, at 12 Noon.

Session proposals are no longer being accepted for the San Francisco conference.

Register now for the San Francisco conference and save!

Click here to make your housing reservation and get special discounted room rates.

Click here to browse a preliminary schedule of events.

Printable Preview:

• San Francisco Conference Preview (PDF)

In this section:

• Attendee Registration
• Hotel Reservations and Travel
• Conference Committee Leaders
• Conference Sponsors / Contributors
• Presenter / Presider Notes

Conference Program

• Session Browser / Personal Scheduler
  • Browser / Scheduler Hints
• Concurrent Sessions and Events
  • Presentations and Workshops
  • NSTA Press® Sessions
  • NSTA Avenue Sessions
  • Exhibitor Workshops
  • Featured Speakers
• Conference Strands
  • Embracing Technology in the 21st-Century Classroom
  • Accessing Language Through Science and Mathematics Content
  • Exploring Earth, Wind, and Fire
  • Building Scientific Minds: Inspiring Teaching and Effective Learning

Attendee Resources

• NSTA Exhibits
• NSTA Avenue
• NSTA Science Bookstore
SAN FRANCISCO
National Conference on Science Education
MARCH 10-13, 2011

Keynote Speaker Jeff Goldstein, astrophysicist and director of the National Center for Earth and Space Science Education (NCESSE)
Who Should Attend and Why?

It's simple. This conference is the premier event that brings together science education leaders and experts with educators who are interested in personal and professional growth. Our sessions and workshops are designed to provide you with concepts and skills that will pay off back in your classroom, your school, or your district.

We provide the forum to start discussions about science education from the broadest perspective of national standards to the very specifics of strategies and techniques that work well in the classroom. We encourage teachers from every grade band and discipline—preservice to the most experienced curriculum administrator—to attend. We offer compelling and relevant information, techniques, and resources to invigorate your career.

We invite you to think big and expand your mind. You'll experience new ideas, network with your peers, gather educational materials, view the newest products, and get inspired by an extraordinary group of science educators. Share your passion as you continue on your journey to becoming the best educator you can be.
Program Section: Major Speakers

For complete descriptions and biographical information, visit www.nsta.org/sanfranciscospeakers. Additional featured speakers are listed in this preview in the individual strand sections (pages 10–13).

General Session

Science—it’s Not a Book of Knowledge...It’s a Journey

Thursday, March 10 • 11:00 AM–12:30 PM

Jeff Goldstein, Director, National Center for Earth and Space Science Education, Capitol Heights, Md.

All parents remember that magical time when their children first began to speak, that moment marking the beginning of an unending flow of questions. In our children we see our humanity—our innate curiosity—and recognize the obvious...that we are born to explore! Science, in all its seeming complexity, is nothing but a means to organize curiosity. Science education is no different. It is the means by which we immerse our students in the journey by letting them do science. As teachers, our sweet reward is seeing the joys of learning wash over them. And as teachers, we are charged with nothing less than patiently and gently launching the explorations of an entire generation.

Dr. Jeff Goldstein is director of the National Center for Earth and Space Science Education (NCESSE), where he is responsible for overseeing the creation and delivery of national science education initiatives with a focus on Earth and space. These include programs for schools, families, and the public; professional development for grades K–12 educators; and exhibitions for museums and science centers. Dr. Goldstein oversees the Voyage National Program, which installs replicas of the Voyage Model Solar System in communities around the world.

Mary C. McCurdy Lecture

The Total STEM Learning Ecology: How to Use All of a Child’s Waking Hours to Activate the Science Learner in Every Student Before Adolescence

Thursday, March 10 • 12:30–1:30 PM

Dennis M. Bartels, Executive Director, Exploratorium, San Francisco, Calif.

He will make the case that rebuilding elementary science is the cornerstone to developing the next generation of scientists and engineers. Recent synthesizes studies from the National Academies of Science on both formal and informal science learning and research from scholars such as Robert Tai show the importance of “turning on” interest in science in every student before the end of the elementary grades. He advocates for a national strategy for increasing participation rates of underrepresented groups in advanced STEM studies.

In addition to directing the Exploratorium, Dennis M. Bartels is a nationally known science education and policy expert. His leadership in science education extends to numerous positions, including fellow for the American Association for the Advancement of Science, appointee to the President’s Council of Advisors on Science and Technology and the NSF Education and Human Resources Directorate Advisory Committee as well as former TERC president (2001–2006). In June 2010, he was one of two educators named to the Oceans Research and Resources Advisory Panel (ORRAP), which provides independent advice and guidance to the more than 20 federal agencies of the National Oceanographic Partnership Program.
Major Speakers

Special Programs

The following special events have also been scheduled during this conference. Please visit www.nsta.org/sanfrancisco for details.

- COSEE Program
- Global Conversations for Science Education Conference (ticketed event, see page 27)
- Informal Science Day
- NSTA Exemplary Science Program
- Teacher Researcher Day

Robert H. Carleton Lecture

Four Essential Questions

Friday, March 11 • 12:30–1:30 PM

Arthur Eisenkraft, Distinguished Professor of Science Education, and Director, Center of Science and Math in Context (COSMIC), University of Massachusetts, Boston

Using a teaching guide that focuses on a few elements, he will show how to make all sciences more relevant and interesting for students. The questions—

1. What does it mean?
2. How do we know?
3. Why do we believe?
4. Why should I care?

A post president of NSTA, Arthur Eisenkraft began his career as a high school physics teacher for 25 years. His work has won numerous awards, including the Presidential Award for Excellence in Science Teaching and the Robert A. Millikan Medal from the American Association of Physics Teachers. He is project director for the NSF-supported Active Physics Curriculum Project, aimed at introducing physics to all students. Engaging K–12 students’ imaginations toward future technology has been a driving force behind his leadership and co-creation of the Toshiba/NSTA ExploraVision Awards, involving 15,000 students annually.

Science Matters in San Francisco!

National Town Hall on Science Education

Thursday, March 10 • 8:15–9:45 AM

So what has happened to the science education in YOUR school this past year?

Californians are still reeling from the worse budget crisis ever, a crisis that has hit K–12 education—and teachers—particularly hard. During this special national town hall meeting, sponsored by NSTA Science Matters, education, policy, and industry leaders will discuss science education in California and compare its present state to trends nationwide.

During this interactive forum, speakers will highlight critical issues, address some of the unique challenges facing science teachers and students this year, and respond to your questions about what to expect in the future.

Science Matters is NSTA’s public awareness campaign to bring content, news, and information that supports quality science education to parents and teachers nationwide. The Science Matters network of more than 45,000 teachers and parents is now in 34 states and the District of Columbia.

Special Evening Sessions

A Video Showcase of Legendary Icons, Inspiring Teachers, Memorable Performances, and Stimulating, Engaging Courses

Part 1: Thursday, March 10 • 6:00 PM–12 Midnight
Part 2: Friday, March 11 • 6:00 PM–12 Midnight
Part 3: Saturday, March 12 • 6:00 PM–12 Midnight

Screenings will be interspersed with commentary, discussion, and some live demonstrations. There will be humor and perplexities combined with much information on a wide range of topics. Pick up ideas and content that will broaden your knowledge and that you can use in your own teaching. The audience will help select from an extensive menu of course excerpts. For complete descriptions of these events, visit our website at www.nsta.org/sanfranciscobrowser and select “Special Session.”
Major Speakers

Next Generation of Science Education Standards

Thursday, March 10 • 2:00–3:00 PM

Featured Panel Participants

- Francis Q. Eberle, Executive Director, NSTA, Arlington, Va.
- Stephen L. Pruitt, Vice President for Content, Research, and Development, Achieve, Inc., Washington, D.C.
- Helen R. Quinn, Chair, Board on Science Education, The National Academies, Menlo Park, Calif.

This session will provide an overview and update on the efforts to create a framework for new K–12 science education standards, including a timeline for the remaining work, and how science teachers are involved in the process.

Late last summer, the National Research Council’s Board on Science Education (BOSE) released for public input a draft conceptual framework that will lay the foundation for the next generation of science education standards. More than 2,000 people submitted feedback by responding to an online survey, and hundreds more participated in feedback groups, including those held by NSTA. The BOSE committee is working to develop the final report to be released in early 2011. Following the release, Achieve, Inc., will oversee the development of K–12 science education standards based on the framework, with the dissemination of new standards expected in December 2011. The framework and new science education standards that will follow have huge implications for science educators.

Featured Presentation

The Educational Forum: Listening to America

Saturday, March 12 • 8:30–10:00 AM

Bernard A. Harris, Jr., President, The Harris Foundation, Houston, Tex.

The Harris Foundation has been touring the nation since 2008 “Listening to America.” Through dialogue with teachers, superintendents, parents, community leaders, elected officials, and industry leaders from more than 20 cities, the foundation has learned about the issues, barriers, and successes of education. STEM education is critical for the success of today’s students. Join the partnership in this national call for change!

A NASA astronaut, physician, and businessman, Dr. Bernard Harris founded The Harris Foundation in 1998 to develop math and science education and crime prevention programs for America’s youth. After receiving his doctorate of medicine from Texas Tech University, he became an aerospace flight surgeon. In 1990, he was selected as a NASA astronaut and became the first African-American to complete a space walk. He retired from NASA in 1996 after logging 438 hours in space. Currently, he is CEO of Vesalius Ventures, a venture capital firm.

Featured Presentation

How to Cure Safety Stress and Legal Sweats!

Saturday, March 12 • 9:30–10:30 AM

Ken Roy, Director of Environmental Health & Safety, Glastonbury Public Schools, Glastonbury, Conn.

Whether preparing for the next class lab activity or presenting at a professional conference, high anxiety relative to safety and liability often comes into play. Roy will provide basic standard operating procedures and related issues every science teacher should know based on legal standards and best professional practices to help relieve “safety stress and legal sweats!”

An accomplished educator, author, and safety consultant, Ken Roy has 42 years of experience in teaching physics, biology, and chemistry at the high school and college levels. Roy is a strong advocate for fostering the Physics First approach to secondary science education. He is also a safety consultant for several publishers, science laboratory equipment suppliers, insurance companies, state departments of education, school districts, professional associations, and other industry entities.
Major Speakers

Paul F-Brandwein Lecture

Dr. Art’s Planet Earth Show
Saturday, March 12 • 11:00 AM–12 Noon

Art Sussman, Senior Project Director, WestEd, Richmond, Calif.

Dr. Art’s Planet Earth Show combines exciting scientific demonstrations on key principles with audience participation. If you come to the show, you will find out why Dr. Jane Goodall said, “Art Sussman joyfully explains science we all need to know. His presentation captures the imagination of people of all ages and invokes a sense of wonder.”

Art Sussman is a scientist who has playfully labored the past 30 years in developing innovative methods to teach science in ways that are meaningful, effective, and fun. He has authored books, including Dr. Art’s Guide to Planet Earth and Dr. Art’s Guide to Science: Connecting Atoms, Galaxies, and Everything in Between. Sussman has also led NSTA’s Building a Presence for Science project in California. His recent work uses creative computer simulation environments to enhance learning of science content.

NSTA/ASE Honors Exchange Lecture

The Common Core Standards: A Rationale for Practices
Saturday, March 12 • 2:00–3:00 PM

Jonathan Osborne, Shriram Family Professor of Science Endowed Chair, Stanford University, Palo Alto, Calif.

Does the focus on “scientific practices” in the new framework for the common core standards offer any advancement in our understanding of how science should be taught? Hear why engaging in criticism is essential to building science understanding. Knowing why the wrong answer is wrong matters as much for learning as knowing why the right answer is right.

Prior to his Stanford professorship, Jonathan Osborne was the chair of Science Education at King’s College London and head of the Department of Education and Professional Studies from 2005 to 2008. His current research expands on ideas from his 1998 book Beyond 2000: Science Education for the Future and looks into how argument and discussion can be promoted and developed.

Robert Karplus Lecture

INSIDE AND OUTSIDE OF THE SCIENCE CLASSROOM: Exploring the Challenges of Science Education in the Next Decade
Saturday, March 12 • 3:30–4:30 PM

Gerry Wheeler, Emeritus Executive Director, NSTA, and Senior Scientist, Sangari Global Education, Bozeman, Mont.

Outside the classroom, students are busy typing with their thumbs while inside they’re twiddling them. From smart phones to twitter, today’s youth are plugged into an informal community in sharp contrast to their school community. This new generation has a radically different learning style and our challenge will be providing science education to these wired students.

Gerry Wheeler is currently consulting on science education and nonprofit association management. A key focus of his has been developing mass media projects that showcase science for students, such as his creation of 3-2-1 Contact for the Children’s Television Workshop. He also co-directed the National Teachers Enhancement Network, an NSF-funded distance learning project offering science and math courses nationwide.
Effective classrooms require the tools and resources necessary to be technologically rich environments. Professional development is required to maintain educators’ awareness and understanding of available and appropriate technology and its effective use for student learning. The understanding and use of technology are critical components of STEM education. This strand will promote the awareness, understanding, and appropriate use of technology in preK–12 and community college classrooms, vocational schools, and informal science programs to support the development of workplace skills.

Featured Presentation

Deeply Digital Science Teaching: Looking into the Future of Educational Technology

Thursday, March 10, 9:30–10:30 AM

Chad Dorsey, President and CEO, The Concord Consortium, Concord, Mass.

Computers and technology are finally becoming available in science classrooms across the country. Yet we still tap into only a fraction of the potential they offer. Get a sneak peek of what lies just ahead in educational technology and learn about cutting-edge software you can use today for free. Come start yourself on the road to a “deeply digital” classroom.

Prior to his position at the Consortium, Chad Dorsey was a science and educational technology specialist at the Maine Mathematics and Science Alliance (MMSA), a nonprofit organization supporting education in Maine and the nation. He has taught high school physics in Maine, worked at the Munich International School in Germany, and served in school leadership roles for several high school reform initiatives. He is also co-author of the NSTA Press book, Uncovering Student Ideas in Science, 25 Formative Assessment Probes. Dorsey first met computers when his family hooked an Apple II to their fancy new color TV set. He’s been a shameless geek ever since.

Short Courses

See pages 24–26 for details.

Telescopes and Optics: Build a Galileoscope (SC-2)

Exploring Birds and Citizen Science at the California Academy of Sciences (SC-12)

Bringing Nanotechnology into the Classroom (SC-19)

Create Your Own Interactive Whiteboard (SC-21)

Field Trips

See pages 30–32 for details.

An In-depth Tour of Bio-Rad Laboratories (T-1)

The Center for Probing the Nanoscale, Stanford Linear Accelerator Center (SLAC), and the Stanford University Campus (F-2)

More sessions on technology in the classroom

Mobile Learning in Science
Thurs., March 10, 8:00–9:00 AM

Technology + Science: Making IT Work
Thurs., March 10, 9:30–11:00 AM

More Than Just Probes
Thurs., March 10, 12:30–1:30 PM

Podcasting for Students and Teachers in Science
Thurs., March 10, 2:00–3:00 PM

Google Me This—How to Make Collaboration Work in a Wiki World
Thurs., March 10, 3:30–5:00 PM

Fun, Free, and Easy: Great Free Web 2.0 and Open-Source Resources
Fri., March 11, 9:30–10:30 AM

Bringing Together STEM, Language Arts, and Global Awareness
Fri., March 11, 11:00 AM–12 Noon

Science Teaching in Second Life
Fri., March 11, 3:30–4:30 PM

Cyber-Enabled Earth Exploration (CE3) Science Curriculum Project
Sat., March 12, 12:30–1:30 PM

Investigating Supernova Remnants
Sat., March 12, 2:00–3:00 PM

Probing, Clicking, Compiling, Discussing, Learning
Sat., March 12, 5:00–6:00 PM

Explore the Chemistry Education Digital Library
Sun., March 13, 9:30–10:30 AM

Visit the San Francisco Session Browser/Personal Scheduler (www.nsta.org/sanfranciscobrowser) for a complete list of events.
Strand: Accessing Language Through Science and Mathematics Content

This strand will feature expert practitioners, researchers, informal science educators, and educational leaders who will share successful practices, conceptual and practical frameworks, and proven models for improving literacy achievement through science and mathematics. Sessions will focus on the contextualized use of academic language and include strategies for improving reading comprehension, writing, and scientific discourse. Strategies should be inclusive of all students, including advanced learners, English language learners, special needs students, and students that are economically disadvantaged. Accessing language through science and mathematics can also occur outside classrooms through informal settings such as science museums and after-school, Saturday, and summer enrichment and recreation programs.

Featured Presentation
Practical Tools to Support English Language Learners Reading Science Texts
Thursday, March 10, 3:30-4:30 PM
Kenji Hakuta, Lee L. Jacks Professor of Education, Stanford University, Stanford, Calif.

He will highlight tools that aid the teaching of science to English language learners. Specifically, he will describe and demonstrate WordSift, a free web-based tool developed by middle level science teachers from the San Francisco Unified School District. WordSift uses visualization and vocabulary exploration to support teachers and students in the reading of complex text.

At Stanford, Kenji Hakuta teaches courses for graduate students and teacher credential candidates, concentrating on the education of English language learners. Active in education policy, he has testified to Congress and other public bodies on language policy, the education of ELL students, and affirmative action in higher education. Hakuta received his doctorate in experimental psychology from Harvard University.

Short Courses
See pages 24–26 for details.

The Role of Discourse and Writing in Inquiry Science at the Upper Elementary Level (SC-4)
Science Notebooking and Academic Language Development for Upper Elementary Students (SC-14)
Accessing Science Through Language, Reading, and Writing (SC-16)

Field Trips
See pages 30–32 for details.

Space Science: A Visit to NASA Ames (T-2)
Lawrence Hall of Science (F-4)
Hands On at Its Finest: The Tech Museum and Resource Area for Teachers (RAFT) (F-6)
Educator's Evening Under the Stars at Chabot Space & Science Center (F-8)

More sessions on accessing language through science and math...

Fab Vocab Strategies You Can Use Today!
Thurs., March 10, 8:00–9:00 AM

Unpacking Science Content with Cueing Systems to Promote Academic Success for English Language Learners
Thurs., March 10, 9:30–10:30 AM

Dissecting Word Problems
Fri., March 11, 8:00–9:00 AM

Applying Algebra to Pendulums: Language Acquisition Using Manipulatives
Fri., March 11, 9:30–10:30 AM

Science Notebooking for the Early Grades
Fri., March 11, 2:00–3:00 PM

On the Prairie: Ecological Approaches to Language and Mathematics
Sat., March 12, 8:00–9:00 AM

Integrating Science Literacy and English Literacy in the K–12 Science Classroom: Benefits for Deaf, Hard of Hearing, and Hearing Students
Sat., March 12, 11:00 AM–12 Noon

Nature Books: The Natural Way to Link Science, Math, and Literacy
Sat., March 12, 3:30–4:30 PM

Writing in Science: Documented Success in Increasing Achievement in Both Domains
Sun., March 13, 8:00–9:00 AM

Visit the San Francisco Session Browser/Personal Scheduler (www.nsta.org/sanfranciscobrowser) for a complete list of events.
Educators must have substantial content knowledge in order to teach Earth system sciences effectively. In order to examine their own misconceptions and ways of thinking, educators need concrete examples that support their understanding of Earth science content. This strand will focus on providing science educators with the knowledge and understanding to effectively teach Earth system science within the context of the following: geology, astronomy, meteorology, global climate change, ecology, space, geophysics, and sustainability.

**Featured Presentation**

*Bridging Scientific Research and Education Through the Research Learning Centers of the National Park Service*

Joy Marburger, Research Coordinator, Great Lakes Research and Education Center, Indiana Dunes National Lakeshore, National Park Service, Porter, Ind.

**Engaging students in STEM subjects can be accomplished in both formal and informal educational environments. This presentation will demonstrate examples of how STEM education is conducted in the National Park Service.**

In her current position as research coordinator for the Great Lakes Research and Education Center, Dr. Joy Marburger facilitates university and government research in the Great Lakes national parks. Prior to the National Park Service, she conducted large-scale wetland restoration with the St. Johns River Water Management District in Florida. Her areas of research include tropical botany, plant breeding and genetics, and wetland ecology.

Marburger taught biology, general science, and art during Peace Corps service in Sierra Leone, West Africa, in the early 1970s. She was a consultant to the Illinois Department of Education and developed inquiry-based science modules for elementary teachers. She taught biology and botany as an adjunct professor at the University of Wisconsin and at St. Johns River Community College in Florida.

She received her BS degree (Allegheny College) and MS degree (Bowling Green State University) in biology and her PhD in agronomy (University of Maryland).

**Short Courses**

*See pages 24–26 for details.*

**NOAA Ship Okeanos Explorer: Why Do We Explore?...and How Do We Explore? (SC-13)**

**2011: NASA’s Year of the Solar System (SC-18)**

**Field Trips**

*See pages 30–32 for details.*

**San Francisco Green Schoolyard Alliance (T-4)**

**Written in Stone: Lessons from the Field for the Earth Science Classroom (T-5)**

**How Geologic Events Shape Our Lives (F-1)**

**Berkeley’s Bounty: The Edible Schoolyard and the Center for Ecoliteracy in the David Brower Center (F-6)**

**Hands-On Outdoor Experience Makes Science Come Alive (S-2)**

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**More sessions on Earth, wind, and fire...**

*Eating Your Way Through the Earth Science Standards*

**Thurs., March 10, 9:30-10:30 AM**

**The Geometry of Earth Science**

**Thurs., March 10, 2:00-3:00 PM**

**ART/Science**

**Thurs., March 10, 1:30-2:30 PM**

**I Feel the Earth Move Under My Feet!**

**Fri., March 11, 8:00-9:00 AM**

**Visualizing the Unviewable: Simple Models to Activate Your Earthquake Instruction**

**Fri., March 11, 9:30-10:30 AM**

**Making the Water Cycle Real: A Journey from the School Yard to the Ocean**

**Fri., March 11, 11:00 AM-12 Noon**

**Under Pressure!**

**Fri., March 11, 12:30-1:30 PM**

**Meteorites CSI: The Sky Has Fallen...Now What?**

**Fri., March 11, 5:00-6:00 PM**

**Fun with Flames: A Safe Way to Teach Fire Sciences**

**Sat., March 12, 8:00-9:00 AM**

**Taking Earth Science One Step Further: Harnessing Sun and Wind Energy**

**Sat., March 12, 12:30-1:30 PM**

**Basic Weather**

**Sat., March 12, 3:30-4:30 PM**

**The Ups and Downs of Convection**

**Sat., March 12, 5:00-6:00 PM**

Visit the San Francisco Session Browser/Personal Scheduler (www.nsta.org/sanfranciscobrowser) for a complete list of events.
Science classroom practice and informal science experiences should be grounded in research in science education and cognitive psychology. Key developments, such as national and state science standards, Science Anchors, and workplace skills for the 21st century, deserve wide-scale application in science programs. Teachers and science education leaders need model approaches to implementing research findings in science programs and teaching/learning strategies.

Featured Presentation

Effective Teaching for Effective Learning
Friday, March 11, 8:30–9:30 AM

Lawrence Lowery
Professor, Graduate School of Education and Lawrence Hall of Science, University of California, Berkeley

Dr. Lowery’s presentation will focus on current research to improve teaching strategies. Participants will engage in activities that relate to the new National Core Standards. He will share his wealth of knowledge on how to become a more “thought-full” teacher. Bring your brains and come ready to reinvigorate your attention on students’ capacities to think.

A professor emeritus at the Lawrence Hall of Science, University of California at Berkeley, Lawrence Lowery began his career at the university in 1965. At the Lawrence Hall of Science, Lowery was the principal investigator for both the EQUALS math program and FAMILY MATH. He remains active as the principal investigator for the Full Option Science System (FOSS), a K–8 science program funded by the National Science Foundation and developed at the university. His authorship is extensive, ranging from children’s books to numerous research papers and publications, including NSTA Pathways—Guidelines to the Science Standards (Elementary).

Short Courses
See pages 24–26 for details.

Science as Inquiry: Using Language Processes to Understand Physical Processes (SC-5)

Inspire Middle and High School Girls Toward Careers in Science (SC-7)

Physics on the Subway (SC-11)

Young Investigators in Environmental Health Science: Challenging and Exciting Your Students with Novel, Inquiry-based Environmental Activities (SC-17)

Field Trips
See pages 30–32 for details.

The USS Pampanito—Where History Meets Science (T-3, T-7, and T-9)

Explore the Exploratorium (T-8 and S-3)

Dynamic Nature: The Ebb and Flow of the Bay Area Watershed and Creating Opportunity for Local Community Involvement (F-3 and F-7)

Scientist for a Day on the Robert G. Brownlee (S-1 and S-5)

More sessions on building scientific minds...

Chemistry Is Elementary! Giving Elementary Science Teachers the Confidence, Skills, and Experience to Teach Chemistry
Thurs., March 10, 8:00–9:00 AM

How to Host an Inquiry Symposium at Your School
Thurs., March 10, 2:00–3:00 PM

Independent Investigations for Young Scientists
Thurs., March 10, 3:30–4:30 PM

Creating a Community of Science Learners
Fri., March 11, 9:30–10:30 AM

Creating Scientific Drawings and Recordings with Kindergartners
Fri., March 11, 11:00 AM–12 Noon

Simple Machines Made Simple!
Fri., March 11, 2:00–3:00 PM

How We Know What We Know: The Most Important Tools for Teaching Earth Science
Sat., March 12, 8:00–9:00 AM

Scientific Literacy: More Than Just the Facts
Sat., March 12, 12:30–1:30 PM

Slingshot Physics: Authentic Application of Work, Energy, Friction, and Newton’s First Law of Motion
Sat., March 12, 2:00–3:00 PM

Rigor vs. Rhetoric: Teaching Scientific Skepticism
Sun., March 13, 11:00 AM–12 Noon

Visit the San Francisco Session Browser/Personal Scheduler (www.nsta.org/sanfranciscobrowser) for a complete list of events.
### Sample Schedules

<table>
<thead>
<tr>
<th>Time</th>
<th>Event</th>
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<tbody>
<tr>
<td>Thurs., 8:00-9:00 AM</td>
<td>Science Is Magic, Magic Is Not Science</td>
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<tr>
<td>Thurs., 12:30-1:30 PM</td>
<td>Evolution Readiness: The Modeling Approach</td>
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<td>Thurs., 5:00-6:00 PM</td>
<td>Sea Turtle Survivor</td>
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<tr>
<td>Fri., 8:00-9:00 AM</td>
<td>Structured Exploration of the Outdoors</td>
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<td>Fri., 2:00-3:00 PM</td>
<td>Science and Web 2.0</td>
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<td>Fri., 5:00-6:00 PM</td>
<td>Wings, Strings, and Flying Things</td>
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<tr>
<td>Sat., 9:30-10:30 AM</td>
<td>Plants: From Seed to Seed</td>
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<tr>
<td>Sat., 11:00 AM-12 Noon</td>
<td>Changes in States of Matter: Preservice Bilingual Teachers' Challenges and Understandings</td>
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<td>Sat., 2:00-3:00 PM</td>
<td>Concept Mapping with Young Learners</td>
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<td>Sat., 5:00-6:00 PM</td>
<td>Science Discourse Through Inquiry Conferences</td>
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<td>Sun., 8:00-9:00 AM</td>
<td>Writing in Science: Documented Success in Increasing Achievement in Both Domains</td>
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<td>Sun., 11:00 AM-12 Noon</td>
<td>Flutter and Float</td>
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<td>Thurs., 8:00-9:00 AM</td>
<td>Bike Gears: It's All in the Teeth</td>
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<td>Thurs., 9:30-10:30 AM</td>
<td>Energy in Motion</td>
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<td>Thurs., 3:30-4:30 PM</td>
<td>Solar Energy: Sneaking Project-Based Learning into a Scripted Curriculum</td>
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<tr>
<td>Fri., 9:30-10:30 AM</td>
<td>Student-created Video Weather Reports</td>
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<td>Fri., 11:00 AM-12 Noon</td>
<td>One Week Until the Test: Time to CRAM the SMART Way</td>
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<td>Fri., 12:30-1:30 PM</td>
<td>Let Loose! Lecture-free Teaching in the Middle School Classroom</td>
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<td>Fri., 3:30-4:30 PM</td>
<td>EarthKAM: Looking at Our Earth from Space</td>
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<td>Sat., 9:30-10:30 AM</td>
<td>Bring the Science of Cars into the Classroom</td>
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<td>Sat., 2:00-3:00 PM</td>
<td>Food Chains: Using Field Surveys That Give Real Numbers</td>
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<td>Sat., 5:00-6:00 PM</td>
<td>A Green Clock Reaction: Assessing Eighth-Grade Students' Understanding of Variables</td>
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<tr>
<td>Sun., 8:00-9:00 AM</td>
<td>Welcome to Earthquake Country: California as a Natural Laboratory</td>
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<tr>
<td>Sun., 9:30-10:30 AM</td>
<td>Diabetes Technology</td>
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Sample Schedules

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<tr>
<th>High School—College</th>
<th>Biology / Life Science</th>
<th>Chemistry / Physical Science</th>
<th>Earth / Space Science</th>
<th>Integrated / General</th>
<th>Physics / Physical Science</th>
<th>PRESENTATION</th>
<th>WORKSHOP</th>
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<tr>
<td>Thurs., 8:00-9:00 AM—Using Online Data for Investigations in Ecology and Animal Behavior</td>
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<td>Thurs., 9:30-10:30 AM—PBLs in the Classroom</td>
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<td>Thurs., 12:30–1:30 PM—Enhancing Scientific Literacy in a Senior-Level Ecology Classroom</td>
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<td>Fri., 8:00–9:00 AM—SCST Session: Transforming Laboratory Experiments Using Sensor Technology</td>
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<td>Fri., 2:00–3:00 PM—How to Make Sense with Unit Conversion and Dimensional Analysis</td>
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<td>Fri., 5:00–6:00 PM—Exploring Earth Science Concepts Through the Writings of Simon Winchester</td>
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<td>Sat., 9:30–10:30 AM—Making a Connection: Scientific Research and K–12 Students</td>
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<td>Sat., 12:30–1:30 PM—The Amazing Analysis of Bloodstain Patterns for Physicists and Forensic Scientists</td>
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<td>Sat., 2:00–3:00 PM—Alternative Energy for Transportation: Hydrogen and Fuel Cells</td>
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<td>Sat., 5:00–6:00 PM—The Physics of Supernovae</td>
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<td>Sun., 9:30–10:30 AM—Explore the Chemistry Education Digital Library</td>
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<td>Sun., 11:00 AM–12 Noon—Personalized Medicine and Pharmacogenomics</td>
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Personal Scheduler

Make your own conference schedule using the San Francisco Session Browser/Personal Scheduler (www.nsta.org/sanfranciscobrowser). Browse events by day, format, subject, grade level, conference strand, sponsor, or keyword. When you see an event you like, simply click the button to add it to your schedule. View and revise your personal schedule as often as you like—plan ahead!
National Association of Federal Education Programs Conference
2011 NAFEPA CONFERENCE 2011
ESEA — 1965 to ........ 2011 Reauthorization?
The Message of the Past
The Mystery of the Present
The Magic of the Future
March 27-30, 2011
Omni Shoreham Hotel, Washington DC
Register at www.nafepa.org

<table>
<thead>
<tr>
<th>CONFERENCE SCHEDULE (Tentative as of October 18, 2010)</th>
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<tbody>
<tr>
<td><strong>Sunday, March 27</strong> — On site registration will open at noon and be open all day Monday</td>
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<tr>
<td>Welcome to DC Reception for all Attendees — 6:30 p.m.</td>
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<tr>
<td><strong>Monday, March 28</strong> — Presenters from U. S. Department of Education <em>to be announced at a later date</em></td>
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<tr>
<td>Status of ESEA and other Federal Education Programs—Break Out Sessions</td>
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<tr>
<td>12:00 — Awards Luncheon</td>
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<td>Office of Inspector General—Audits and Compliance</td>
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<td>Annual NAFEPA Meeting</td>
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<tr>
<td>6:30 — President’s Reception for all Attendees</td>
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<tr>
<td><strong>Tuesday, March 29</strong> — Preparation for Hill Visits and State Group Meetings</td>
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<tr>
<td>Table Talk Discussions</td>
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<td>Visits to members of Congress on Capitol Hill</td>
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<tr>
<td>Board of Directors’ meeting—5:00 p. m.</td>
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<tr>
<td><strong>Wednesday, March 30</strong> — 9:00 to 11:00 — Reauthorization Implications for Local School Districts</td>
</tr>
<tr>
<td>Leigh Manasevit, Brustein &amp; Manasevit Law Firm, Georgetown</td>
</tr>
</tbody>
</table>

*Contact Elizabeth Pinkerton for more information.*
elizabethpink@gmail.com—916-685-0606
Communication
CONFERENCES, ETC.

ESEA - 1965 to 2011 Reauthorization?

The Message of the Past
The Mystery of the Present
The Magic of the Future

March 27-30, 2011
Omni Shoreham Hotel, Washington DC

Reauthorization Of ESEA
Will 2011 Be the Magic Year?

Last year's conference had wonderful reviews. Those who attended said they went back to their districts well informed about the status of federal education programs.

We had great presentations from members of the U. S. Department of Education, Dr. Jerry Weast, Montgomery County Schools, and Leigh Masayesv, Brusstein and Masayesv.

Our hope is that this year's conference will be even better and more informative with so many changes in federal programs and the U. S. Department of Education. We hope you will be with us at the Omni Shoreham Hotel in Washington DC in March of 2011!

[Link to View Conference Schedule (Tentative)]

Online Conference Registration:

Quantity/Registration Amount:
- $395/each  If you are an up to date NAFPEA member through March 31, 2011
- $495/each  Includes a year of membership if you are not a NAFPEA member or if you renew

[Continue with Online Registration]

Download Conference Registration Form:

[Download and send registration form with check or money order to:

NAFPEA Conference Registration, 2011
Elizabet Pinkerton, NAFPEA
P.O. Box 692, Elk Grove, CA 95759

For conference information call Elizabeth Pinkerton at 916-685-6605 or 916-205-1267.

[Download Conference Form]

Room Reservations:

For Room Reservations at the Omni Shoreham Hotel, call this number: 1-800-THE-OMNI (843-6664).
The NAFPEA room rate is $225 plus 14.5% tax.
Leadership and Organization

PURPOSE

NAFEPA members across the nation continue their involvement with the implementation of the A Child Left Behind Act (NCLB), the latest reauthorization of the 1965 Elementary and Secondary Education Act. NCLB was passed by the U.S. Congress in 2001 and signed into law by President George W. Bush on January 8, 2002.

NAFEPA supports the adjustments to the law in determining adequate yearly progress for subgroups, state determinations of the highly qualified status of teachers, participation rates and other needed modifications. NAFHFA members continue to work with the U.S. Department of Education in regard to implementation of NCLB, and they provide important information about their successes with improving teacher quality and the academic performance of students.
Leadership and Organization

HISTORY

The Story of NAFsEPA
1974-2010

October 1, 2010
By Elizabeth Pinkerton

In 2010 the National Association of Federal Education Program Administrators celebrated its 35th anniversary—more than three and a half decades of helping and supporting local school districts across the nation with their understanding and implementation of federal education programs. This is the story of those 35 years from NAFsEPA’s humble beginnings as a small association of educational leaders to its present status as a major player in the educational circles of Washington, D.C. and the nation.

In searching through our history, we find that NAFsEPA’s beginnings resulted from discussions among a group of educators who were involved with what was then called Compensatory Education, a name for Title I of the Elementary and Secondary Education Act of 1965 (ESEA). The group was interested in finding a way to merge their state and local education groups that were dedicated to supporting disadvantaged children into a national organization. They were interested in understanding more about the legislation, the programs and their funding. Most of all, they wanted to make sure that programs continued to exist for assisting the students that were most in need.

As we consider the long range implications of those talks and how they led to the creation of an organization that has existed for more than three decades, we find ourselves asking some questions. Who were these visionary leaders that planted those seeds? Which states did they represent? Could they possibly have realized that the NAFsEPA we know of today would emerge from their talks?

We have these folks to thank for NAFsEPA: Ralph Steffek and Jim Linderman from Michigan; Virginia Brown, Kurt Lide and George Perry from California; and Wilbur Gert from New York. All of us in NAFsEPA in 2010 owe a great debt of gratitude to these “founding folks,” and although we have kept the name of Ralph Steffek with us in the name of the distinguished award that we present each year, we have not maintained the importance of the others. We need to do this.

These six educators were intent on keeping Title I and ESEA moving along for the benefit of children. They realized that increased visibility from the field was important in the place where it mattered the most—in Washington, D.C. They believed that a unified voice from states and districts, small and large, was what was needed in the nation’s capital.

The first gathering of the new organization was held in 1974 in San Francisco, California. A name was selected for the group, and it is the name we still use—the National Association of Administrators of State and Federal Education Programs with NAFsEPA as the acronym. The first president of NAFsEPA was the New York representative, Wilbur Gert. The first states to affiliate with NAFsEPA were New York, Michigan, California, Colorado, Florida, Rhode Island, Texas, Louisiana and Pennsylvania. From that day forward, the members ventured out of their regional and state organizations and became affiliated with NAFsEPA in a national effort.

NAFsEPA is indebted to past president Carley Ochoa for her recollections of those early years. In a paper written for the 20th anniversary in 1994, Ms. Ochoa stated the following:

“In those early days, NAFsEPA’s representatives met and worked with Cari Perkins who chaired the full Committee on Education and Labor in the House of Representatives. They also met with John (Jack) Hughes, Compensatory Education Director for the Office of Education (Health, Education and Welfare), as it was then called. John (Jack) Jennings, a longtime friend of NAFsEPA who served as General Counsel to the House Committee on Education and Labor, became a regular fixture at NAFsEPA gatherings.”

Jack Jennings has continued his support of NAFsEPA through the Center on Education Policy that is based in Washington, D.C. He is also an honorary member of NAFsEPA.

NAFsEPA grew over the years, and in 1985 the organization changed from a loose affiliation of federal program administrators to a more efficient structure with an executive director. Stan McFarland, formerly with the National Education Association (NEA), was hired to lead NAFsEPA into its next phase of existence.

The reauthorization of the Elementary and Secondary Education Act (ESEA), named the Hawkins-Steele Act, took place in 1988. For the first time ever, representatives of state agencies, local education agencies, non-public schools, parent groups, local school boards, and U.S. Department of Education staff worked together to develop regulations for components of the legislation. Five NAFsEPA members representing local districts participated on this Negotiated Rulemaking Committee.

In 1994 NAFsEPA was once again active with the next reauthorization of ESEA that became known as the Improving America’s Schools Act. NAFsEPA continued with reauthorization efforts beginning in 1998 that resulted in the 2001 No Child Left Behind Act. The organization has continued to assist its members with program improvement by staying at the forefront of legislative changes and assisting with the dissemination of information related to effective instructional practices and curriculum and professional development. This leadership continued into the 21st century.

NAFsEPA has enjoyed excellent working relationships with the U.S. Department of Education leaders.
over the years, especially the directors of Compensatory Education/Title I/Programs for Disadvantaged Children such as Mary Jean LeTendre who continued to be good friends of NAFEPA. This collaboration was carried on by the Joe Johnson, Jackie Jackson, and Zolle Stevenson. LeTendre, Jackson, and Stevenson have been designated as Honorary Members of NAFEPA.

These are the past Presidents of NAFEPA:

1974-1978  Wilbur Gerst - New York
1979-1980  Virginia Brown - California
1981-1982  H. Kenneth Johnson - Louisiana
1983-1984  Rae Lewis - Michigan
1984-1985  Dan Foster - California
1985-1986  Richard Force - Pennsylvania
1986-1987  Richard Pipp - California
1988-1990  Carley Ochoa - California (two year terms were begun)
1990-1992  Ambrosio M Tendrez - Texas
1992-1994  Mary S. Scott - Arkansas
1994-1996  John Concoran - Massachusetts
1996-1998  Harriett Munford - Virginia
1998-2000  Elizabeth Pinkerton - California
2000-2004  John Pfeiff - Wisconsin
2004-2008  Bobby Burns - Alabama
2008-2010  Rick Carter - California

NAFEPA - The Organization in 2010

The NAFEPA of 2010 has more than 3,500 members that represent local school districts and state and regional organizations across the nation. Attempts are actively being made to reach out to all states. NAFEPA has partnerships with a variety of educational organizations that provide benefits for members.

NAFEPA’s goals continue to stand as strongly as they have for the past three decades:

1. To enhance the effectiveness of educators by facilitating communications and providing a forum to disseminate pertinent information that encourages members to discuss and take action on matters of common concern.
2. To inform and educate members of NAFEPA concerning the implementation and evaluation of federal and state education programs.
3. To provide members and state affiliates with professional development and aid in the development and dissemination of effective and efficient federal and state education programs.

NAFEPA’s annual NAFEPA conference involves hundreds of educators who work with federal education programs. In their states, NAFEPA members play key roles as planners and organizers of their state and regional training sessions, and they work with their state legislators and state departments of public instruction on education issues. NAFEPA members bring a strong unified voice to both the legislative and executive branches of government in Washington DC, especially with the coming reauthorization of the Elementary and Secondary Education Act (ESEA) and its far reaching effects. State representatives are major links to NAFEPA and they serve as a connection to Congress and Capitol Hill. The primary goal for NAFEPA members is to continually work toward the improvement of academic achievement for all students.

NAFEPA members have these benefits: regular mailings of NAFEPA newsletters with news and features; special access for members only on the NAFEPA web page; communication of information about federal legislation, appropriations, and regulations; information packets on current topical issues designed as handy references; networking opportunities with other leaders in education; development of new insights into how congressional, judicial and regulatory systems work; meetings with key decision-makers in Washington DC; opportunities to share views with others in various publications and at state conferences; and assisting with the design and implementation of federal education programs through the many contacts that NAFEPA has with the U.S. Department of Education and key legislators.

NAFEPA is managed by officers who are elected by the membership. The officers and three Board members chosen by the Board make up the Executive Committee. The Board of Directors consists of the officers and representatives from the affiliated states. Each state has one representative, but states with more than 100 members have two representatives on the Board.

These are the Board Members as of October 2010:

NAFEPA Officers: 2010 - 2012
Rick Carter President (California); Debra Baros, Vice President (Texas); Glenda Virden, Secretary (Michigan); Bobby Burns, Past President (Alabama); Karen Jensen, At Large Member, Alabama; Christa Richardson, At Large Member, Maryland; and Denise Ing, At Large Member, South Carolina.

Elizabeth Pinkerton, a NAFEPA past president, serves as the NAFEPA Consultant and handles the membership newsletter, web pages, as well as conference registration. Sam Ewng, the Michigan representative, serves as the appointed treasurer of NAFEPA.

NAFEPA Board of Directors: 2010 - 2012

The responsibilities of the state affiliate representatives on the NAFEPA Board of Directors are as follows: to be knowledgeable regarding the individual state’s issues with federal programs; to be knowledgeable about ESEA and other federal programs and how they impact the state; to make appropriate connections to the state’s Congressional representatives and to assist others from the state in communicating with their legislators; to fulfill all committee assignments as a member of the board; to maintain and recruit member/subscribers for NAFEPA; to attend all meetings of the Board of Directors.
and participate in all conference calls; to assist with the dissemination of NAFEPA information to the state members; to serve as a conduit of information between the state and NAFEPA; to represent NAFEPA at state meetings and conferences; and to be a good ambassador for NAFEPA.

States with at least five members have one representative on the Board of Directors. States that have more than 100 members have two members on the Board.

Members of the NAFEPA Board of Directors in 2010 are as follows:

Alabama, Karen Jensen and Margaret Martin; Alaska, Laurine Dorr; Arizona, Norma Basolet; Arkansas, Anita Farmer and Jenny Barber; California, Bonnie McFarland and Debbie Ernst; Colorado, Paul Coleman; Florida, Kay W. Scott; Louisiana, Willie Washington; Maryland, Chrisandra Richardson; Massachusetts, Paul Zinni and Anne Marie Carr-Raardon; Michigan, Marie Miller and Sam Ewing; Minnesota, Dale Zeimer; Mississippi, Peggy Rogers and Paul Scarbrough; Missouri, Sandra Petral; Nevada, D. Terry Linstone; New Jersey, Dan Logsd; New York, Terry Hofer, North Carolina, Helen Adams and Mary Lee Moore; Ohio, Everett Mann; Oklahoma, Tom Sloc; Oregon, Cliff Brush; Pennsylvania, Jim Shiffer; Rhode Island, Patricia Dubois; South Carolina, Denise Ling; Texas, Carole Hugler and Eileen Lytle; Virginia, Ernestine Scott and Dorothy Tater; Washington, Bob Harmon; Wisconsin, John Pink.

50
REQUEST: Request Approval to Accept the *Keep Gym in Schools* Grant Sponsored by the National Football League

APPROVED BY: Myriam M. Roa, Superintendent

SUBMITTED BY: Tom Lind, Assistant Superintendent – Curriculum & Instruction

☐ Action Item ☐ Consent Item ☐ Info. Item  ☐ Policy Item
☐ 1st Reading (Info) ☐ 2nd Reading (Action)

☐ Additional Attachments

RATIONALE: The National Football League (NFL) provided the Phoenix Elementary School District an opportunity for one school to be the recipient of a $2,500 grant aimed at supporting fitness efforts in the school.

In order to be eligible for the *Keep Gym in School* Grant, schools submitting applications must:

- Provide evidence of the ability to successfully complete the proposed work and institute the proposed fitness plan
- Track progress of PE program with photos (before and after), data, and semi-annual progress reports
- Accommodate a site visit by an NFL representative if necessary
- Agree to be available for grant-related press and PR

In December, information was sent to all schools. Five schools submitted a completed application. A four-member panel reviewed all grants and submitted the top three to the NFL for final selection.

Emerson Elementary was selected as the finalist. A copy of the grant application is attached.

Note: The amount of resources purchased with the grant will be reduced not to exceed the $2500 grant allocation, including tax and shipping.

BLUE PRINT GOAL: Maintenance of Effort

RECOMMENDATION: Administration recommends the Governing Board approve acceptance of the *Keep Gym in Schools* Grant in the amount of $2,500 for Emerson School
December 1, 2010

To Whom It May Concern:

This letter is in support of the NFL Keep Gym in the Schools Grant application from our Emerson Physical Education Department. This grant, and the way in which the funding will be used, will augment many of our existing programs. The equipment, planning, and resources will greatly benefit our students and their families.

The funding for this grant will help our Physical Education department purchase the “extras” which will inevitably make a great program even stronger. Year after year, the majority of the Physical Education budget is used for repair and replacement of basic sports equipment. A grant like this allows the teacher to extend and/or refine lessons at a much higher level. This funding also provides our children with unique experiences they may not otherwise have.

Fitness and movement have been major learning points for instruction throughout our campus in special areas, regular classrooms, and after school programs. The idea of an after school program which utilizes this equipment increases opportunity and exposure for our children.

Melissa has used her Special Project classes as a time to specifically work on physical fitness development, testing and analyzing. It appears as though the stipulations that coincide with this grant will further support her program.

Any extra time or resources we can provide for our students will help them grow into self confident, productive, and knowledgeable young adults.

Sincerely,

Garthanne de Ocampo
Keep Gym in School Grant Proposal

Emerson Elementary

531 Students

1.

It has taken twelve years to build a developmentally appropriate Physical Education program which meets the academic, physical and social needs of my students. I am proud of the way my program and teaching methods have evolved, and look forward to other changes in the future. At Emerson, we currently have students. We service Kindergarten through Grade Six. In a five day week, I meet with each of my classes twice, for thirty minute periods. I also have the opportunity to complete a “Special Project” with each class two or three (depending on the schedule) times a year. Special Project time is intensive, in that it totals 135 extra minutes and takes place over three consecutive days. This is in addition to each child’s Regular Physical Education class.

Our district curriculum is aligned with both state and national standards, which lends itself to a variety of opportunities for our children. I believe my own program has many strengths.

I do see my students on a regular basis. The fact that we meet twice a week as opposed to once every 6 days is a definite advantage. This scheduling facilitates self discipline, responsibility, and influences or aides in the development of habitual activity. Special Projects have only enhanced the value placed on healthful living and love of movement. While I’m not at 100%, I can honestly say that because we meet so often, I have been fortunate enough to make a positive personal connection with the majority of my students. I know for certain, that sometimes all it takes is one positive interaction with one adult to create healthy habits that last a lifetime. I can be, and want to be the one to give my students this interaction.

I have a principal who supports “Special Areas” and encourages us to use tax money for our children to become knowledgeable of life outside school boundaries. Our children have experienced the excitement of going to a sporting event on a college campus, attending golf clinics, and the exhilaration of completing a 5k. When we can’t get them there, we have been fortunate to bring the outside world to us with guests from ASU, the NFL, Yoga instructors, and local community outreach programs. These memories and experiences do make a lasting impact. They provide a source of inspiration and inadvertently aide with the process of setting lifetime goals.

At Emerson, we have some areas of weakness. Unfortunately, I believe the weaknesses are directly related to current budget constraints.

First, even though I am pleased with the amount of time I spend motivating and teaching my students, according to national guidelines, they should be receiving more instruction. While this issue is not something this grant can address, I would be able to increase the quality of movement during the school day with the addition of specific equipment, as well as frequency of time for a subgroup. In the long
run, working with this subgroup and tracking their progress can help document the need for more activity.

Second, increase in class size is an enormous (perhaps the biggest) weakness from academic, social, and physical perspectives. With so many students, I find myself having less time to move towards the “higher level” discussions. In fact, I am so preoccupied with how I am going to get all 38-40 kids moving and remaining on task, that I many times find myself intentionally skipping the higher level line of questioning I once strived for. From a social perspective, larger groups mean more management issues. Again, I find myself quickly solving issues that in other years, I would have perhaps mediated and helped talk and model the process of problem solving. Positive interactions, self control and confident behaviors are all skills lacking in our specific population. I know that while I am giving my best, it is not enough in this area. Physical Education is one of the only arenas where we can hone these skills - but you need time. With so many students and 30 minutes, I find myself “choosing” between movement, or social skills. I don’t always have the opportunity to take advantage of that “teachable moment”.

Large class sizes impede the physical development of motor and sport specific skills. They decrease opportunity for movement and practice, with regards space and equipment. I do not have enough equipment for every child to have their own, which we know is a part of best teaching practices. For many of my children, PE is the ONLY place they will bounce a ball, complete a sit up, or try Yoga and aerobics. They need this exposure. Exposure leads to opportunity. Opportunity allows for practice. The more repetitions a child performs, the more likely he or she is to become a proficient mover. Research suggests a direct correlation between proficiency in sport specific skills, and the adoption of lifetime healthful behaviors as they become young adults.

While there is no quick solution to these newfound problems or “weaknesses”, the weigh: they assume over developmentally appropriate/quality instruction can be offset with the help of this grant.

In closing, no amount of money or equipment can replace quality instruction. This, I believe, is my greatest strength, and our students’ greatest asset. Our children receive a wide range of developmentally appropriate instruction in motor skills (running, hopping, jumping, etc.), sport specific skills (throwing, catching, kicking, etc.), physical fitness (muscular strength, flexibility, endurance), cooperative initiatives, and cross curricular application. Our students are exposed to as many forms of activity as possible.

In particular, our students are encouraged to try non-traditional activities which challenge them to improve upon their own personal best. They may then recognize their own potential, strengths, and likes, and develop a lifelong love of movement.
2.
I would like to use the funding from this grant to fine tune some existing programs at Emerson. Our students spend a great deal of time participating in lifetime activities, fitness development, fitness testing, practicing social and cooperative skills, and motor development classes. We have the exceptional facilities which support the idea of all students being active simultaneously.

In past years I have used pedometers to track progress, increase effort, set short and long term activity goals, and incorporate math and science concepts. I have had students complete projects at home with families and compare their levels of activity outside of school. They have analyzed their own scores and worked with estimation and prediction in relation to their steps. Unfortunately, I have not used pedometers in two years as they are in need of new batteries. This is something small yet valuable that the grant could help with. There are some fantastic new systems designed to help with the distribution, collection, and storage of pedometers and their data. Purchasing these items would greatly help decrease transition time, and increase activity of my classes of more than 30.

I am a firm believer in exposure. At the elementary level, we want our children to try everything...more than once! For some, this may be their only opportunity to experience non-traditional forms of movement such as Yoga or Step Aerobics. These small experiences directly impact the value children place on movement. We can’t expect every child to be an exceptional athlete. We can expect, however, every child to find some form of movement or activity that he or she enjoys. This then becomes a part of their daily routine.

I have found that for fitness and health units, teaching in centers/stations helps with exposure. Centers allow for differentiated learning. My children are working at their own pace, selecting an easy/medium/hard routine which is personally challenging, and they remain engaged because the tasks last for a short period of time (just like their attention spans). Centers help with management and large class sizes. They maintain interest because each center can focus on a different aspect of physical fitness. If I am teaching about “abdominal strength”, I may have eight different abdominal activities at each of my centers. If I am teaching “cardiovascular endurance”, I may have six, intense workout centers intertwined with two centers where they different modes of monitoring their heart rate. This theme works across all grade levels. I typically implement this during the month of February, “Healthy Heart Month”.

Over the years my centers have evolved. However, in the past 5 years, I noticed an enormous amount of “modern” fitness equipment for children. Kettle Balls, Medicine Balls, Fitness Bars, Trampolines, Cone toppers, Fit Stix, Yoga activities, Action Cards, Target Heart Rate Cards, and Core and Balance balls are a few examples of fitness equipment on the market. I would like to add these (and more) to my centers.....my students informed me just the other day that our equipment is “old school”! With this grant, I would be able to purchase 4-8 pieces from each category, creating interest and excitement. This also reinforces exposure and encourages quality and simultaneous activity from all students, regardless of class size.
Fitness testing is something I try to do bi-annually. Special project time has worked perfectly for this. With the extra time, I have been able to take all of my 2nd – 6th graders through the entire Presidential Fitness test. The PACER has been a favorite of my students for years. I think the inclusion of the NFL Challenge will only enhance fitness scores. One area of weakness has been record keeping. It takes so much time for me to do this independently. But, if I have my students record their own scores, I’m not sure about the validity. I know there are reference books as well as a Heart Zone Fitness Testing and Measuring Packet which would help me in this area of weakness. Funding from the grant would allow me to purchase this as well. Additionally, I would like to purchase some small rewards such as inscribed bracelet/bands called “Kiddattudes” to reward my students for improving on their personal best scores.

There are a small handful of specialty videos designed for children. These are skills that I am not competent in, but know are important to try. Kickboxing, Karate and Yoga are essential. There is a set of CD’s with modern yet appropriate music designed to work with centers. These would be a great addition to our program as they would allow me to be teaching, modeling, and reinforcing, instead of worrying about whether or not it is time to rotate centers.

Essentially, the grant funding would be used for equipment and resource purchases. By doing so, we would get the most out of our money. Every student would be using this equipment on a regular basis. The equipment is not “unit specific”. It can be incorporated into traditional sport instruction such as Basketball, which is also a part of our curriculum.

I have discussed with my Principal the idea of including an after school, 8-10 week (Tuesday/Thursday) Fitness and Healthy Lifestyle program. This would begin following Christmas break. It would be nice to use the NFL Fitness Challenge, and give these children who are really interested, an extra push. It would allow me the opportunity to work on record keeping with a smaller group. I will be able to take normative data from the tests and have our children compare their scores to other kids their age. We will be able to set achievable short term goals, and reassess at the conclusion of this 10 week period. For this particular piece of the grant, we would work specifically with Third and Fourth grade girls. By working with the younger students, I will have the opportunity to see the affect of this program two years from now. I personally see a gap in skill development at this age, and believe it is a “social” issue. If I can motivate a 3rd or 4th grade girl, I can keep her interest as she grows. Generally speaking, with such large classes, I see the girls backing off and the boys dominating. There is a difference in comfort levels and effort expenditure when sexes are working independently. This is an opportunity I can provide for these girls. At the five week mark, I would like to invite female teachers to participate. I can also run a Mother/Daughter night in which we further bridge the gap between school and home. This program would just be an extension of what we do in the classroom. It is an addition to an existing after school program. No extra funding or transportation costs would be necessary.

I realize that in this section you are asking for a specific budget. Because I have chosen to use centers and focus on exposure, the list seems endless. I have included item descriptions and costs in the last two pages. Our school does receive 22% off and free shipping, which will make the official total cost just below the $2500 mark.
3. With increased equipment, resources, and teacher interaction, fitness levels are bound to improve. When you focus on something, you can only get better. Fitness and Lifetime Activity has always been the heart of our Physical Education program at Emerson. This grant will only intensify our focus. Every student will have the opportunity to participate, as the majority will take place during the school day. The after school piece will indeed impact the wider community. I hope to use local resources such as AZ Nutrition network, Yoga connections, and the YMCA (and any other local agency who might be interested) as well as have parent involvement in the Mother/Daughter portion. I have used these agencies in the past for our Jump Rope for Heart events and they have been wonderfully supportive.
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<td>UltraFit™ Fitness Bars - 3 lb, Red (0.95&quot; dia)</td>
<td>Ea</td>
<td>2</td>
<td>$49.90</td>
<td></td>
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<td>41-899</td>
<td>Monster Tracks™</td>
<td>Pr</td>
<td>1</td>
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<td></td>
<td>Cone Caps™ Station Markers</td>
<td></td>
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<tr>
<td>01-189</td>
<td>Fitness Station Set</td>
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<tr>
<td>68-641</td>
<td>UltraFit™ Fitness Bars - 6 lb, Orange (1.18&quot; dia)</td>
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<td>76-015</td>
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<td>1</td>
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<td>Cone Caps™ Station Markers</td>
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<tr>
<td>68-642</td>
<td>UltraFit™ Fitness Bars - 9 lb, Yellow (1.38&quot; dia)</td>
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<td>1</td>
<td>$32.95</td>
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<td></td>
<td>Auto-Timer™ Pedometers -</td>
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<td>76-011</td>
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<td></td>
<td>Nutrition and Activity Curricula</td>
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<td>34-005</td>
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<td>Unit</td>
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<td>Price</td>
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<tr>
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<td>UltraFit™ Weight Balls - 4 lb, Purple</td>
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<td>4</td>
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<td>67-526</td>
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<td>86-243</td>
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<td>91-146</td>
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<td>Ea</td>
<td>1</td>
<td>$19.95</td>
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<td>73-758</td>
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<td>1</td>
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<td>10-741</td>
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<td>Ea</td>
<td>1</td>
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**Items Subtotal:** $2,421  
**Shipping, Handling & Processing:** $387  
**Total:** $2,808
REQUEST: Request for Approval to Accept the College Access Challenge Grant - EXPLORE Initiative, Sponsored by Northern Arizona University (NAU) and the 2010-2011 Arizona Explore Initiative Partner Agreement with NAU

APPROVED BY: Myriam M. Roa, Superintendent

SUBMITTED BY: Tom Lind, Assistant Superintendent – Curriculum & Instruction

☐ Action Item  ☐ Consent Item  ☐ Info. Item  Policy Item
□ 1st Reading (Info)  □ 2nd Reading (Action)

☐ Additional Attachments

RATIONALE: The Northern Arizona University office of Gaining Early Awareness and Readiness for Undergraduate Programs (GEARUP) is coordinating the College Access Challenge Grant within the state of Arizona on behalf of the Governor’s Office who is the recipient of the federal grant. This is year one of potentially a five year grant funding cycle.

The purpose of the grant project is to provide 8th grade students the opportunity to prepare for high school readiness and course selection, career exploration, and identify subjects which need academic improvement. Students complete the EXPLORE assessment in the 8th and/or 9th grade with the goal of completing the ACT in the 11th grade.

Bethune School 8th graders are participating in the EXPLORE assessment in January. Dr. Pitre and Jose Mendivil are facilitating the program at Bethune, coordinating administration of the assessment with students and preparing information to share with parents as part of the high school registration process. The value of the grant is $8.00 per student for a total of $392 for 49 participating 8th graders at Bethune.

The Phoenix Union High School District is also a participant in the College Access Challenge Grant primarily to fund the ACT assessment to all 11th graders during the regular school day, in addition to preparation of students in 9th and 10th grades.

BLUE PRINT GOAL: Breakthroughs in Learning

RECOMMENDATION: Administration recommends the Governing Board accept the College Access Challenge Grant and approve the 2010-2011 Arizona Explore Initiative Partner Agreement with Northern Arizona University
A Message to Parents

More than ever before, it is important that all students have the skills needed to be successful in college and the workplace. Becoming college-ready does not happen overnight; students develop these skills by taking rigorous courses in high school.

EXPLORE helps 8th and 9th graders build high school course plans that will prepare them for college and work and introduces them to career options that are relevant to them. It shows your son or daughter:

- areas where they need extra help or additional courses
- suggestions for improving their skills
- careers that match their interests

EXPLORE scores provide early indicators of whether students are on track for college. With plenty of time before students graduate, teachers can use this information to focus on areas of need.

Students who take EXPLORE are more likely to be ready for college.

Learn more about other ACT resources for students at www.actstudent.org.
Why Take EXPLORE?

Taking EXPLORE is a great way to get a head start on the ACT test and to make sure you're on track for high school.

EXPLORE also:
- lets you know if you're on track for college
- helps you choose high school courses that will get you ready for college
- helps you find careers that match your interests
- shows you the subjects in which you need to improve
- helps you see which subjects are most important for certain careers

What is the ACT?
The ACT is an important test usually taken by 11th or 12th graders. Colleges use ACT scores to help them make admissions and scholarship decisions. Students who take EXPLORE are more likely to score higher on the ACT test.

Why is it important for me to do my best on EXPLORE?
your teachers and counselors will use your EXPLORE results to help you build plans for the future. They want to see what you know now, so they know what you're ready to learn next. Doing the best you can on EXPLORE is one of the first steps you can take to get ready for college and the career you want.

Common Questions About EXPLORE

If you or your parents have questions about EXPLORE, be sure to ask your counselor. Here are a few of the most common questions about EXPLORE:

What should I bring on test day?
- Your school ID number
- Three sharpened soft-lead pencils with good erasers. Make sure they're No. 2s!
- A watch to pace yourself (no beepers, please)
- A calculator for the math test

How many questions are on EXPLORE?
- English—40 questions
- Math—30 questions
- Reading—30 questions
- Science—28 questions

What if I have a disability?
Arrangements can be made if you have a physical and/or learning disability. See your counselor for details.

Should I guess?
There is no penalty for guessing on EXPLORE. Be sure to answer every question. If you leave a question blank, it will be marked incorrect.

Tips for Doing Your Best on EXPLORE
- Get plenty of sleep the night before the test.
- Follow directions exactly, and don’t be afraid to ask questions.
- EXPLORE is a timed test, so pace yourself! Don’t spend too much time on any one question.
- Not sure of the answer? First rule out every wrong answer you can. Then, pick the best answer from those left.
- If you finish early, go back and review your work.

Want to learn more about EXPLORE? Check out some EXPLORE sample test questions at www.explorestudent.org.
Data-Driven Actions for Student Success

ACT's College and Career Readiness System

**EXPLORE**
- 8th–9th Grade
  - Baseline assessment
  - Helps increase PLAN and ACT scores
  - Documents if students are on track for college

**PLAN**
- 10th Grade
  - Midpoint assessment
  - Helps increase ACT scores
  - Documents if students were on track for college

**The ACT**
- 11th–12th Grade
  - Measures what students have learned
  - Increases college readiness when used with EXPLORE and PLAN
  - Documents readiness for college

**Quality Core**
- 9th–12th Grade Instructional Improvement
  - End-of-course assessments
  - Research-based educator resources
  - Aligned formative item pool
  - For 12 high school courses
  - Based on empirical research
  - Helps improve college readiness for all students by ensuring high school courses are focused on essential postsecondary skills

**Score Scale**

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-25</td>
<td></td>
</tr>
<tr>
<td>1-32</td>
<td></td>
</tr>
<tr>
<td>1-36</td>
<td></td>
</tr>
</tbody>
</table>

- Only curriculum-based, research-validated system available today
- Increases readiness for college or a career
- Provides link between scores and skills
- Promotes college enrollment, persistence, and success
- Built on a common score scale to measure academic progress from grades 8 through 12
- Helps students identify postsecondary options

---

**2010–2011 ACT Test Dates**

**United States, U.S. Territories, Puerto Rico, and Canada**

<table>
<thead>
<tr>
<th>Test Date</th>
<th>Registration (regular fee)</th>
<th>Late Registration***</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 11, 2010*</td>
<td>August 6, 2010</td>
<td>August 7–20, 2010</td>
</tr>
<tr>
<td>October 23, 2010</td>
<td>September 17, 2010</td>
<td>September 18–October 1, 2010</td>
</tr>
<tr>
<td>December 11, 2010</td>
<td>November 3, 2010</td>
<td>November 6–19, 2010</td>
</tr>
<tr>
<td>April 9, 2011</td>
<td>March 4, 2011</td>
<td>March 5–18, 2011</td>
</tr>
<tr>
<td>June 11, 2011</td>
<td>May 6, 2011</td>
<td>May 7–20, 2011</td>
</tr>
</tbody>
</table>

*The September test date is offered only within the 50 United States and D.C.
**No test centers are scheduled in New York for the February test date.
***If you miss the regular deadline, you can register during the late period, but must pay the additional nonrefundable late fee.

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**ACT College Readiness Benchmark Scores**

<table>
<thead>
<tr>
<th>Test</th>
<th>College Course(s)</th>
<th>EXPLORE</th>
<th>PLAN</th>
<th>The ACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>English</td>
<td>English Composition</td>
<td>13</td>
<td>14</td>
<td>15</td>
</tr>
<tr>
<td>Math</td>
<td>Algebra</td>
<td>17</td>
<td>18</td>
<td>19</td>
</tr>
<tr>
<td>Reading</td>
<td>Social Sciences</td>
<td>15</td>
<td>16</td>
<td>17</td>
</tr>
<tr>
<td>Science</td>
<td>Biology</td>
<td>20</td>
<td>20</td>
<td>21</td>
</tr>
</tbody>
</table>

- A benchmark score is the minimum score needed on an ACT subject area test to indicate a 50% chance of obtaining a B or higher or a 70% chance of obtaining a C or higher in the corresponding credit-bearing course.
- For more information on the College Readiness Benchmark Scores, visit www.act.org/research/policymakers/pdf/benchmarks.pdf

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**Why should your school be an ACT test center?**

By taking the test at their high school or in the area, students will:
- Be able to take the ACT in a familiar environment, close to home.
- Be more comfortable taking the ACT.

Your school can benefit, too—You can:
- Demonstrate your commitment to college readiness.
- Encourage students to go to college.

Contact us:
TestAct@act.org • 800/553-6244, ext 1510

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www.act.org/ccb/resources
This Arizona EXPLORE Initiative Partner Agreement is a cost reimbursement sub-award issued under the authority of award number 11-GSA-11-1273-01 from the Arizona Governor's Office, through the prime sponsor, the U.S. Department of Education. The parties to this Agreement are Northern Arizona University, hereafter referred to as NAU, and Phoenix Elementary School District #1, hereafter referred to as the Arizona EXPLORE Initiative Partner. This Agreement sets forth the terms for the performance and administration of the initiative and consists of:

The Arizona EXPLORE Initiative Partner Agreement
Attachment 1 – District Liaison / Charter Holder Liaison Responsibilities
Attachment 2 – College and Career Coach Responsibilities
Attachment 3 – Expenditure Report Template
Attachment 4 – Final Report Template

(a) Execution and Modification: An agreement shall exist when this document has been signed by duly authorized representatives of the parties. Modifications shall be made only by written agreement of the authorized representatives of the parties.

(b) Period of Performance: November 1, 2010 through June 30, 2011.

(c) Project Description:

Project Title: Early College and Career Readiness Assessment

Under this initiative, participating schools and districts will be provided test materials, testing administration support materials, and a variety of school-specific reports to assist in addressing college and career readiness for their students and policy and educational practices in their schools. Students and their families will benefit from group and individual instruction on the EXPLORE results and the use of those results in planning for, and transitioning to high school, including early preparation of the high-school required Education and Career Action Plan (ECAP), and to inform high school course selection and registration.

The work to be done under this Partner Agreement is specified in Section XI. NAU reserves the right to provide technical direction at its discretion.

(d) Total Reimbursable Costs: $0. The Arizona EXPLORE Initiative Partner Expenditure Report Template (Attachment 3) is included as a guide to incurring and reporting expenditures.

(e) NAU Project Director:
Teena L. Olszewski
Northern Arizona University
State GEAR UP Office
15601 N. 28th Ave., Suite 136
Phoenix, AZ 85053
Telephone: 602/776-4616
Fax: 602/776-4619
E-Mail: Teena.Olszewski@nau.edu

The NAU Project Director is responsible for the technical, scientific, and programmatic
aspects of this Agreement and the overall administration of the project.

VI. **NAU Fiscal Officer:**
Stephen R. Hart, Assistant Director – Operations
Northern Arizona University
State GEAR UP Office
15601 N. 28th Ave., Suite 136
Phoenix, AZ 85053
Telephone: 602/776-4616
Fax: 602/776-4619
E-Mail: Stephen.Hart@nau.edu

The NAU Fiscal Officer is responsible for fiscal oversight related to this Agreement, including: assisting the Arizona EXPLORE Initiative Partner with complying with applicable cost principles; assisting the Arizona EXPLORE Initiative Partner to resolve any concerns with budget status; and identifying issues with requests for reimbursement.

VII. **NAU Administrative Officer:**
Marlene Nebitsi, Senior Grant and Contract Administrator
Office of Grant and Contract Services
Northern Arizona University
P.O. Box 4130
Flagstaff, AZ 86011-4130
Telephone: 928/523-8585
Fax: 928/523-1075
E-Mail: Marlene.Nebitsi@nau.edu

The NAU Administrative Officer is responsible for matters of sub-award administration, including assistance in the interpretation of sub-award policies and provisions.

VIII. **NAU Authorized Representative**
Wilma G. Ennenga, Director
Office of Grant and Contract Services
Northern Arizona University
P.O. Box 4130
Flagstaff, AZ 86011-4130
Telephone: 928/523-8319
Fax: 928/523-1075
E-Mail: Winnie.Ennenga@nau.edu

The Authorized Representative is empowered to execute agreements and modifications on behalf of NAU. All official notices shall be addressed to the NAU Authorized Representative.

IX. **Arizona EXPLORE Initiative Partner District / Charter Holder Liaison:**
Tom Lind, Assistant Superintendent
Phoenix Elementary School District #1
1817 N. 7th St.
Phoenix, AZ 85006
Telephone: 602.257.2912
Fax:
E-Mail: tom.lind@phxschools.org
The Arizona EXPLORE Initiative Partner District / Charter Holder Liaison is responsible for ensuring that the EXPLORE Assessment is taken by the agreed-upon number of students, and that appropriate follow-up services are rendered to these students and families based on interpreting student results. The Arizona EXPLORE Initiative District / Charter Holder Liaison is also responsible for ensuring that a final report is submitted to NAU on performance of the Scope of Work using the template provided by NAU (Attachment 4) on or before May 31, 2011.

X. Arizona EXPLORE Initiative Partner Authorized Representative:
Myriam Roa, Superintendent
1817 N. 7th St.
Phoenix, AZ 85006
Telephone: 602.257.2912
Fax:
E-Mail: myriam.roa@phxschools.org

The Arizona EXPLORE Initiative Partner Authorized Representative is responsible for the business management aspects of the agreement and is empowered to execute agreements and modifications. All payments and official notices from NAU shall be addressed to the Arizona EXPLORE Initiative Partner’s Authorized Representative.

XI. GENERAL PROVISIONS:

1. SCOPE OF WORK:

The Arizona EXPLORE Initiative Partner agrees to use its best efforts to perform the work authorized by this Agreement as required by state or federal law and as described in Part III. No significant departures from the Scope of Work shall be undertaken without formal written modification of this Agreement.

The Arizona EXPLORE Initiative Partner specifically agrees to:

(a) Between January 10, 2011 and January 31, 2011, administer the ACT EXPLORE early college and career readiness assessment to 49 eighth-grade students at the following Title I schools:

<table>
<thead>
<tr>
<th>School</th>
<th># of students</th>
<th>Coach</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary McLeod Bethune School</td>
<td>49</td>
<td>Jose Mendivil</td>
</tr>
</tbody>
</table>

(b) If applicable, between January 10, 2011 and January 31, 2011, administer the ACT EXPLORE early college and career readiness assessment to 0 eighth-grade students at the following non-Title I schools:

Costs for administering the assessment to students at non-Title I schools, including those related to (c) through (h) below, are not eligible for reimbursement under this Agreement. In addition, the Arizona EXPLORE Initiative partner agrees to pay NAU directly for the cost of each scored assessment for students at non-Title I schools.

(c) Identify an EXPLORE Liaison within each District / Charter Holder office (Liaison role and responsibilities included as Attachment 1).

(d) Identify an EXPLORE College & Career Coach at each school (Coach role and responsibilities included as Attachment 2).
(e) Ensure that each student completing the EXPLORE assessment receives a copy of his/her score report and a copy of the ACT booklet entitled “Using Your EXPLORE Results.”

(f) Provide interpretation of EXPLORE results with students and/or parents, including completion of PreECAP; provide documentation that at least seventy-five percent (75%) of students who completed an EXPLORE assessment participated in an interpretation/application session.

(g) Make arrangements for students’ PreECAP’s to be used with the high school registration process and high school-required ECAP; provide documentation that at least seventy-five percent (75%) of students who completed an EXPLORE assessment, completed the PreECAP and/or early high school registration.

(h) Submit final school reports to NAU from each participating school on performance of the Scope of Work using the templates provided by NAU (Attachments 3 and 4) on or before May 31, 2011.

While performing this work, the Arizona EXPLORE Initiative Partner further acknowledges and agrees to the following stipulations regarding ownership, confidentiality and testing procedures:

(a) ACT owns the EXPLORE Assessment, including all testing materials, documentation, related materials and all intellectual property rights therein (collectively, the “ACT Materials”). The Arizona EXPLORE Initiative Partner acquires no right, title, or interest in the ACT Materials and shall not copy, modify, enhance, reverse engineer, or make any additions to the ACT Materials.

(b) Neither the Arizona GEAR UP Initiative Partner, nor its employees, at any time before, during, or after the administration of the EXPLORE test, shall either directly or indirectly, publish, display or otherwise disclose to any person, organization, or entity in any manner whatsoever any ACT Materials, except as strictly necessary for the school to use the ACT Materials for their intended purpose. The Arizona EXPLORE Initiative Partner shall protect the ACT Materials in accordance with ACT’s procedures and using a standard of care appropriate for secure test materials. All ACT Materials shall be and remain the property of ACT even after the 2010-11 Arizona EXPLORE initiative has ended. The Arizona EXPLORE Initiative Partner agrees to return Materials to ACT (including any copies thereof) within ten (10) days of ACT’s written request.

(c) The Arizona EXPLORE Initiative Partner agrees to assure that the EXPLORE is administered in accordance with all policies and procedures stipulated by ACT, and to return all ACT Materials in accordance with the policies and procedures provided by ACT. The Arizona EXPLORE Initiative Partner agrees to fully cooperate with ACT in the event of a test security incident, acknowledging that failure to maintain the confidentiality of the EXPLORE will result in damages to ACT and may require ACT to develop a replacement form. Accordingly, if through the Arizona EXPLORE Initiative Partner’s actions, the security of the EXPLORE is compromised, the Partner agrees to pay ACT the costs of developing a new form in addition to any other remedies under the law. ACT may, in its sole and absolute discretion, cancel scores in cases of testing irregularities, which may include without limitation, use of a compromised test form, falsification by an examinee of his/her identity, impersonation of another examinee (surrogate testing), unusual similarities in the answers of examinees at the same test center, or other indicators that the test scores may not accurately reflect the examinee’s level of educational development.
2. Arizona EXPLORE Initiative DISTRICT / CHARTER HOLDER LIAISON:

The Arizona EXPLORE Initiative District / Charter Holder Liaison identified to provide services under this agreement may not be changed, nor their efforts substantially redirected, without the prior written approval of NAU.

3. REPORTS:

The Arizona EXPLORE Initiative Partner will submit a Final Report no later than May 31, 2011. The reports shall be completed using the templates provided by NAU. If the Final Report is not submitted, NAU will not issue final payment. The Arizona EXPLORE Initiative Partner shall inform the NAU Project Director if the final report cannot be submitted by May 31, 2011.

4. PAYMENT:

Costs incurred for testing students at non-Title I schools are not eligible for reimbursement under this Agreement. Payment will be issued to the Arizona EXPLORE Initiative Partner for costs incurred for testing Title I students in two equal installments. The first installment will be issued upon execution of this Agreement. The second and final installment will be issued after NAU’s determination that the Scope of Work has been performed, based on review of the Arizona EXPLORE Initiative Partner’s required reporting documentation/data (Attachments 3 and 4). NAU may reduce the final installment to an amount that is not equal to the first installment in order to avoid overpayment, if it is evident from the Arizona EXPLORE Initiative Partner’s Final Report that the fully authorized amount of the Agreement was not expended, or if the Arizona EXPLORE Initiative Partner is requesting reimbursement for unallowable costs.

The Arizona EXPLORE Initiative Partner shall maintain funds received under this subaward in separate ledger accounts which shall not be co-mingled with funds from other sources. The Arizona EXPLORE Initiative Partner shall manage funds according to OMB Circular A-87, Cost Principles for State and Local Governments, and OMB Circular A-102, Grants and Cooperative Agreements With State and Local Governments. The Arizona EXPLORE Initiative Partner certifies it complies with OMB Circular A-133 and that it will notify NAU of completion of required audits and of any adverse findings which impact this Agreement.

5. LIMITATION OF COSTS:

The amount authorized may only be used to cover project costs as described in Attachment 3. The work under this agreement shall not be subcontracted. Travel costs incurred shall be limited to in-state travel for members of the project team to participate in local/regional workshops on administering the EXPLORE assessment, interpreting student results, and/or use of report data for improving/enhancing school policies, educational practices, and appropriate implementation strategies to enhance the academic transition to high school. Equipment may not be purchased under this agreement The Arizona EXPLORE Initiative Partner shall not be reimbursed in excess of the amount authorized. The Arizona EXPLORE Initiative Partner shall not be required to continue performance beyond the point at which Agreement funds expire, nor is NAU obligated to provide additional funding.

6. NON-TITLE I SCHOOLS:

The Arizona EXPLORE Initiative Partner may order and administer the EXPLORE test to students at non-Title I schools, at its own expense. The NAU Fiscal Liaison shall coordinate closely with the Arizona EXPLORE Initiative District / Charter Holder Liaison to ensure that, if
applicable, the costs for testing students at non-Title I schools shall be borne exclusively by the School District / Charter Holder, who shall pay NAU directly for each scored EXPLORE assessment for students at non-Title I schools.

7. AUDIT:

Arizona EXPLORE Initiative Partner agrees to provide documentation as may be requested by NAU in support of costs incurred under this agreement, including copies of any independent auditor's report which presents instances of non-compliance with Federal or State laws or regulations which bear directly on the performance or administration of the Agreement. To the extent required by Section 35-214, Arizona Revised Statutes, the Grantee agrees to retain all records relating to this agreement and to make those records available at all reasonable times for inspection by the Auditor General of the State of Arizona during the term of the agreement and for a period of five (5) years after the completion of the agreement.

8. COLLECTION OF AMOUNTS DUE:

NAU reserves the right to disallow costs and recover funds on the basis of a later audit or other review. Such funds constitute a debt to NAU, which may be reduced by payment of the disallowed costs; making an administrative offset against other requests for reimbursements; or taking other action permitted by statute. These disallowed costs include, but are not limited, to the following: 1) any amounts paid to the Arizona EXPLORE Initiative Partner not authorized in writing by NAU; 2) any amounts paid by NAU for services which duplicated those for which the Arizona EXPLORE Initiative Partner is paid through appropriation or another grant; 3) any amounts expended for items or purposes determined unallowable by NAU; 4) any amounts paid by NAU for which the Arizona EXPLORE Initiative Partner's books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the Arizona EXPLORE Initiative Partner to perform services under this Agreement.

9. TERMINATION:

NAU may terminate this Agreement in whole or in part upon written notice if the award is terminated or reduced by the Arizona Governor's Office. NAU reserves the right to discontinue support if the Arizona EXPLORE Initiative Partner fails to administer the EXPLORE assessment in accordance with the Scope of Work.

10. INSPECTION AND ACCEPTANCE:

Designated representatives of NAU shall have the right to inspect and review the progress of the work performed pursuant to this Agreement. All reasonable facilities, including access to relevant data, test results and computations used or generated under this Agreement shall be made available when such inspections are conducted. Inspections shall be conducted in a manner as to not unduly delay the progress of the work, and NAU shall give the Arizona EXPLORE Initiative Partner reasonable notice prior to conducting such inspections.

11. NON-INDEMNIFICATION AND INSURANCE:

The Arizona EXPLORE Initiative Partner agrees that it has willingly entered into the Agreement and will discharge its obligations as an independent contractor and without liability on the part of the State of Arizona or NAU. Neither party to this Agreement shall be obligated to defend, assume the cost of defense, hold harmless or indemnify the other from any liability to third
parties for loss of or damage to property, death, or bodily injury arising out of or connected with the work under the subaward. NAU shall maintain adequate insurance (through the State's Risk Management Division, which is a self-insurance program) to cover any liability arising from the acts and omissions of NAU's employees or agents arising out of the performance of this agreement. NAU shall not be responsible for maintaining insurance to cover liability arising from the acts and omissions of the Arizona EXPLORE Initiative Partner's employees and agents. The Arizona EXPLORE Initiative Partner agrees to maintain adequate and appropriate types of and amounts of insurance for worker's compensation, comprehensive general liability, and employer's liability. The Arizona EXPLORE Initiative Partner shall not be responsible for maintaining insurance to cover liability arising from the acts and omissions of NAU's employees or agents. Upon request, the Arizona EXPLORE Initiative Partner shall submit certification evidencing that insurance is in effect during the performance of the Agreement.

12. CONFLICT OF INTEREST:

This Agreement is subject to Section 38-511, Arizona Revised Statutes. The Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the University is an employee, consultant, or agent of any party to this Agreement.

13. ARBITRATION / DISPUTE RESOLUTION:

In the event of a dispute under the Agreement, the parties agree to use arbitration insofar as required under Sections 12-1518 and 12-133, Arizona Revised Statutes. If a dispute arises under this Agreement, the parties agree to exhaust all applicable administrative remedies provided for under the Arizona Board of Regents Policy 3-809.

14. CERTIFICATIONS AND ASSURANCES

The parties agree to comply with Arizona Executive Order 99-4 and with all other applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action. The parties recognize that in actual economic practice overcharges are in fact borne by the ultimate purchaser; therefore, NAU hereby assigns to the Arizona Board of Regents any and all claims for such overcharges.

15. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this Agreement, the authorized representative of the Arizona EXPLORE Initiative Partner certifies, to the best of his/her knowledge and belief, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

16. APPLICABLE LAW / ASSIGNMENT:

This Agreement shall be governed and construed in accordance with the laws of the State of Arizona. This Agreement may not be assigned or subcontracted to a third party.
17. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between NAU and the Arizona EXPLORE Initiative Partner. Any changes or modifications shall be accomplished by amendment to this Agreement executed by the duly authorized representatives of the parties.

<table>
<thead>
<tr>
<th>Arizona Board of Regents for and on Behalf of Northern Arizona University</th>
<th>Phoenix Elementary School District #1</th>
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<tr>
<th>Wilma G. Ennenga, Director</th>
<th>Date</th>
<th>Myriam Roa</th>
<th>Date</th>
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<tr>
<td>Office of Grant and Contract Services</td>
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<td>Superintendent</td>
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College Access Challenge Grant (CACG)
2010-11 EXPLORE Initiative

EXPLORE District / Charter Holder Liaison

Role
The Liaison, designated by the District Superintendent, is responsible for working closely with the GEAR UP EXPLORE Manager and the participating schools within the district to ensure successful attainment of grant goals and outcomes in the district.

Responsibilities

- Communicates and disseminates information regarding the EXPLORE Initiative to principals at participating schools within the district. (Nov 5 - Dec 12, 2010)

- Participates in live or taped webinar on test ordering and test administration. (Dec 1 - 10, 2010)

- Transmits and collects information, data and forms. (mid-Nov to mid-Dec, 2010)
  - Excel spreadsheets with student identifying information

- Places on-line order for test materials. (Between Dec 3 and 17, 2010)

- Places on-line order for pre-ID labels. (Between Dec 4 and 17, 2010)

- Participates in regional workshop on interpreting and using EXPLORE results. (Feb 2011)

- Provides support to college & career coaches and high school staff, as needed, to facilitate use of EXPLORE results in conjunction with high school course registration and development of PreECAPs. (Feb to April 2011)

- Collects final reports from college & career coaches and submits to NAU. (May 2011)

- Prepares Request for Reimbursement and submits to NAU. (May 2011)

- As requested, provides information to NAU for project evaluation. (May 2011)
College Access Challenge Grant (CACG)
2010-11 EXPLORE Initiative

EXPLORE College and Career Coach

Role

The College and Career Coach, designated by the school Principal, is responsible for EXPLORE administration at the school, and supporting students and parents with successful transition to high school.

Responsibilities

- Participates in live or taped webinar on test ordering and administration. (Dec 1 - 10, 2010)

- Meets with Principal to (learn of) and discuss testing date(s), location, time, structure, format, etc. (Dec 13 – 17, 2010)

- Receives, prepares and secures test materials/labels (ordered by District Liaison) according to instructions and standards communicated by ACT. Reviews EXPLORE Administration Manual. (Jan 3 – 7, 2011)

- Makes arrangements to communicate testing procedures and expectations with staff, designated to administer the EXPLORE. (prior to test date)

- Mails all score sheets to ACT upon completion of testing. (within 24 hours of testing)

- Participates in regional workshop on interpreting and using EXPLORE results in conjunction with high school course registration and development of “PreECAP” – 8th grade Education & Career Action Plan. (Feb 2011)

- Provides interpretation of EXPLORE results with students and/or parents, including completion of PreECAP. (Mar to Apr 2011)

- Makes arrangements for students’ PreECAP’s to be used with the high school registration process and high school-required ECAP. (Apr to May 2011)

- Prepares final EXPLORE report on NAU-provided template and submit to District Liaison. (May 2011)
Expenditure Report:

Due to NAU by May 31, 2011

**NOT APPLICABLE**
College Access Challenge Grant (CACG)  
2010-11 EXPLORÉ Initiative  
Final School Report: Mary McLeod Bethune School

Due to NAU (through District Liaison) by May 31, 2011

<table>
<thead>
<tr>
<th>District</th>
<th>Phoenix Elementary School District #1</th>
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<tbody>
<tr>
<td>Liaison</td>
<td>Tom Lind, Assistant Superintendent</td>
</tr>
<tr>
<td>Name, Title</td>
<td></td>
</tr>
<tr>
<td>602.257.2912</td>
<td><a href="mailto:tom.lind@phxschools.org">tom.lind@phxschools.org</a></td>
</tr>
<tr>
<td>Phone #</td>
<td>Email Address</td>
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<tr>
<th>EXPLORE Coach</th>
<th>Jose Mendivil</th>
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<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>602.257.6893</td>
<td><a href="mailto:jose.mendivil@phxschools.org">jose.mendivil@phxschools.org</a></td>
</tr>
<tr>
<td>Phone #</td>
<td>Email Address</td>
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| Date(s) EXPLORE Administered | # of EXPLORE Tests Administered |

How many students who completed an EXPLORE assessment also received a copy of their score report and a copy of the ACT booklet entitled "Using Your EXPLORE Results"? Is this 100% of the total? If not, why not? Describe where, when and how you distributed score reports and booklets. Attach additional pages if necessary.

How many students who completed an EXPLORE assessment also participated in sessions on interpreting and applying EXPLORE results to future college and career plans. Is this at least 75% of the total? If not, why not? Describe where, when and how you conducted these sessions. Attach additional pages if necessary.

How many students who completed an EXPLORE assessment also completed a PreECAP? Is this at least 75% of the total? If not, why not? How many students who completed the EXPLORE and/or a PreECAP used this information to complete high school course registration? Discuss the degree to which your school used the EXPLORE data to further inform students on college and career goals and in development of the PreECAP. Attach additional pages if necessary.
REQUEST: Request to Approve the Revised Collaboration Agreement with University Public School, Inc. (UPSI)

APPROVED BY: Myriam M. Roa, Superintendent
SUBMITTED BY: Tom Lind, Assistant Superintendent for Curriculum & Instruction

☐ Action Item ☐ Consent Item ☐ Info. Item Policy Item
☐ 1st Reading (Info) ☐ 2nd Reading (Action)

☐ Additional Attachments

RATIONALE: Staff has collaboratively prepared revisions to the Collaboration Agreement between UPSI, Inc. and PESD.

- The narrative has been incorporated into the agreement.
- Changes to the school council governance structure are recommended.
- Updates are incorporated to align with new titles, dates, etc.

The Collaboration Agreement has been reviewed by legal counsel.

BLUEPRINT GOAL: Responding to and Promoting the Needs of our Community

RECOMMENDATION: Administration recommends the Governing Board approve the Revised Collaboration Agreement with University Public School, Inc. (UPSI)
COLLABORATION AGREEMENT

between

PHOENIX ELEMENTARY SCHOOL DISTRICT #1

and

UNIVERSITY PUBLIC SCHOOLS, INC.

May 12, 2009

December 9, 2010
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FIRST AMENDED COLLABORATION AGREEMENT

THIS FIRST AMENDED COLLABORATION AGREEMENT, ("Agreement") is entered into as of the __th day of __________, 2010 (the "Effective Date"), by and between Phoenix Elementary School District #1, ("PESD") of Maricopa County, Arizona, a political subdivision of the State of Arizona, and University Public Schools, Inc., ("UPSI"), an Arizona non-profit 501(c)(3) corporation (each of the foregoing being a "Party" and collectively being the "Parties" hereto).

I. RECITALS

A. PESD is an educational institution of pre-K-8 education established pursuant to the laws of the State of Arizona. PESD is engaged in providing comprehensive academic programs to the students it serves.

B. The improvement of education in the State of Arizona is of benefit to PESD in its contribution to the achievement of PESD’s educational and community missions.

C. UPSI is an Arizona non-profit 501(c)(3) corporation formed to operate or consult with innovative pre-K-12 schools, including district schools and charter schools.

D. PESD and UPSI have a mutual interest in promoting the rigorous college preparation of students, leading to access and success in post-secondary education and careers. Moreover, PESD and UPSI have a mutual interest in creating assets for local public schools and districts to showcase effective academic programs, adult and peer mentoring and tutoring of students, research on school programs and reform efforts, teacher preparation and development, and scale-out of innovations to other settings.

E. This Agreement describes many important components of the collaboration between PESD and UPSI. PESD and UPSI acknowledge that their respective educational innovation enterprises are evolving. Accordingly, it is the intent of this Agreement that the Parties will continue in good faith to explore other ways in which PESD and UPSI can collaborate to mutual advantage and for the purposes described herein.

F. UPSI holds a Charter sponsored by the Arizona State Board for Charter Schools authorizing UPSI to operate a public charter school.

G. PESD desires to obtain certain services from UPSI related to its educational mission, including but not limited to the implementation of various innovations in
teaching methods, teacher training methods, curriculum, school administration, professional development and educational research; and

H. UPSI desires to obtain certain services from PESD related to its educational purpose, including but not limited to the participation of PESD faculty and staff in implementing various innovations including but not limited to teaching methods, teacher preparation, curriculum and educational research.

I. PESD finds that collaborating with UPSI to provide services to students promotes the educational function of PESD and finds that UPSI’s mission is also to promote the education function of the PESD.

In consideration for their respective covenants, undertakings, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

II. DEFINITIONS

A. "Agreement" means this Collaboration Agreement between Phoenix Elementary School District #1 and University Public Schools, Inc.

B. "Annual Fee" means the annual fee to be paid by UPSI to PESD pursuant to Paragraph VII of this Agreement and as further defined in that paragraph.

C. "ASU" means Arizona State University, a public research university in the County of ——Maricopa, Arizona


E. "Best Efforts" means, as a Party hereto, an undertaking by such Party to perform or satisfy an obligation or duty or otherwise act in a manner reasonably calculated to obtain the intended result by action or expenditure not disproportionate or unduly burdensome under the circumstances. Best Efforts does not mean that a Party will be required to institute litigation or arbitration as part of its best efforts.

F. "Charter" means the Charter issued by the ASBCS and held by UPSI to operate charter schools including but not limited to the School located at the Facility.

G. "Proprietary Information" means all proprietary or confidential information that relates to or is used in connection with the business and affairs of a Party, that is provided by a Party to the other Party, including written material, information and programs in a computer and information in any other medium, including but not limited to information disclosed orally. A Party shall be obligated to identify its Proprietary Information. Proprietary Information shall exclude any information that, other than as a result of the wrongful act or omission of the recipient Party, including any breach of an obligation of confidentiality, the recipient Party can
prove through reasonable documentary evidence: (a) was already lawfully known (without restriction on disclosure) to the person to whom it is disclosed, (b) has become a matter of public record or public knowledge, (c) has been published in any medium for public distribution, or (d) is required to be disclosed, but only to the extent required, by court order or pursuant to any applicable law, provided that the recipient Party first notifies the disclosing Party so that the disclosing Party may have reasonable opportunity to obtain protection against disclosure.

H. “Facility” means the property located at 735 E. Fillmore in Phoenix, Arizona, currently housing the Phoenix Preparatory Academy, including all grounds and parking.

I. “Party” means a party to this Collaboration Agreement, i.e., PESD or UPSI.

J. “PESD” means the Phoenix Elementary School District #1, a political subdivision of the State of Arizona.

K. “PESD Governing Board” means the Governing Board of PESD.

L. “School” means the charter school to be established and operated at the Facility pursuant to the Charter issued by the ASBCS and held by UPSI. The School is tentatively named Phoenix University School.

M. “Short Term Facility Use” means the use by a third party in the community (not PESD or UPSI) of the Facility either before or after school hours, on weekends, or during school hours for a period not to exceed seventy-two (72) consecutive hours.

N. “Transitional Year” Means the first year of the initial term of the Agreement starting July 1, 2009 and ending June 30, 2010

O. “UPSI” means University Public Schools, Inc., an Arizona non-profit 501(c)(3) corporation.

P. “UPSI Board” means the UPSI Corporate Board of Directors.

Q. “UPSI Governing Board and Innovation Committee” are two separate standing committees of the UPSI Board, including representatives of each charter school operated by UPSI, and which make recommendations regarding the operation of the UPSI charter schools to the UPSI Board.

III. PURPOSE

The purpose of this Agreement is to define the terms and conditions of the collaboration between PESD and UPSI, which is established for the following purposes: 1) to improve the public education to be offered to the community of students who are residents of PESD; 2) to allow the establishment of a charter school at the PESD owned Facility to provide education to the
residents of PESD and to other students who enroll; 3) to establish an efficient use of the Facility in the pursuit of the educational purpose of both Parties; and 4) to partner together to conduct research and demonstrate the effectiveness of the approach to be taken by UPSI in educating the residents of PESD.

IV. NARRATIVE

OVERVIEW: The University Public School Phoenix represents a new and unique partnership that will be dedicated to improving student achievement in the Phoenix Elementary School District #1 and across the state of Arizona. It will serve as a national model of an effective means by which school districts, charter schools and universities can partner in providing real-time research that will be beneficial to the improvement of student achievement. University Public School Phoenix will be located in facilities owned by the Phoenix Elementary School District in the central urban corridor of Phoenix, Arizona. University Public Schools, Inc. will operate University Public School Phoenix in partnership with Phoenix Elementary School District #1 and Arizona State University, providing an additional choice for parents and students within the District and community.

PARTIES: The parties involved in the Partnership include the Phoenix Elementary School District #1, Arizona State University and University Public Schools, Inc.

Phoenix Elementary School District #1 (District) is steeped in heritage and tradition in the heart of Phoenix and is dedicated to the total development of every preschool through eighth grade student enrolled by setting high expectations for each child, fostering academic leadership and providing choice for parents and students among its Signature Schools. The District has provided leadership within the educational community since 1871 when it was established as the first public school district in Arizona.

Arizona State University (ASU) is a public state university advancing a new model for higher education - one that is inclusive, pursues research for the public good, and shares responsibility for the economic, social and cultural vitality of our community. The most effective way for ASU to apply its research and expertise towards systemic solutions for the education system is to collaborate with the community and education stakeholders to identify, develop, and scale innovative, research-based educational models.

University Public Schools, Inc. (UPSI) is a non-profit 501(c)(3) organization that works in collaboration with ASU to increase Arizona student achievement through innovation in public schools. UPSI operates pre-kindergarten through grade 8 and plans on adding high school in the fall of 2010, working 12 schools in partnership with select school districts, community partners and educational service providers for the purpose of delivering an innovative curriculum and learning environment.

CENTER OF EDUCATIONAL INNOVATION: The University Public School Phoenix (School) will be a Center of Educational Innovation within the UPSI Network providing the setting for
the development, implementation, research and assessment of new innovations and best practices. The School will provide premier education for the students enrolled and serve as a research center where these innovations and best practices can undergo research without interruption in a real-time setting reflecting the population of the community in which it is located. The District will participate in the research giving them first opportunity to take advantage of those innovations and best practices across the District's Signature Schools.

**Shared Governance:** The success of the School is dependent upon the shared governance and active leadership by the District and UPSI. The District will have representation on the UPSI Governing Board and Innovation Committee. The District’s participation at these levels of the organization is critical for guiding the future growth of UPSI. The District will have two seats on the University Public School Phoenix’s School Council that meets monthly and works with the principals in the areas of personnel, finance and oversight of the academic program. An annual report will be provided to the District School Board in May of each school year.

**Shared Leadership:** The District and UPSI will work as one in the oversight of the School by involving representatives from both parties in all committees and working groups that affect the School. The District’s Superintendent and the UPSI Chief Executive Officer will meet regularly to review the progress of the School and address any concerns, and the District’s Superintendent will be invited to participate in the selection of key UPSI staff, whenever practicable. The District School Board will be represented on the School Council and receive updates from the superintendent and reports from the School as requested.

**Shared Staff Development:** The District and UPSI are committed to partnering in the ongoing staff development in the District and School. The District and UPSI will act in good faith to invite each other to professional development activities and coordinate schedules whenever practicable. UPSI may also house the programs implementing the staff development at the site, allowing immediate access by District faculty and the opportunity to increase student teachers and prospective teachers for the District. This can be seen in the daily professional development that will be provided by the School and available to the District through the Teacher Advancement Program and the scheduled staff training workshops by both the District and UPSI. All staff development opportunities will have a standing invitation for both the District and UPSI staff and faculty and every effort will be made to coordinate the dates and times to ensure the opportunity for maximum participation by both Parties.

**Shared Facilities:** UPSI pays consideration to the District for use of the facilities in which the School is housed belongs to the District. The facilities represent a significant financial investment by the district and are the location for many community events. UPSI will recognize the significance these facilities play in the mission of the District and the involvement of the community. UPSI will be dedicated to working with the District in providing the opportunity for the District and community to continue the use of the facilities provided that use of the facility does not interrupt implementation of UPSI’s instructional program.
The auditorium will continue to be available to the District and community. The community events that are scheduled annually will be coordinated with UPSI. The District and UPSI will implement a mutually agreed on schedule for using the auditorium by August 1 of every year. If the District requires a change, the District shall submit a request within 30 days of the anticipated use. UPSI will make every reasonable effort to accommodate the request. The auditorium will be available to the District without additional costs outside of the District’s proportionate share of the utilities. During the first year there may be space that is not being used by UPSI. This space will be in-use for the high school starting the third year. UPSI will not enter into a lease or rent the space not used by UPSI to any other entity without prior approval by PESD during the school day. All rentals will be after school and evenings and weekends on a one-time event basis.

Shared Services: Services will be shared for the operation of the School and needs of the District. Services such as transportation, food services and janitorial services may be provided to the School by the District. Services such as research, printing, special education and staff development may be provided by UPSI to the District.

Teacher Preparation and Master Program: As part of the resources provided by ASU at the School a post-baccalaureate teacher preparation and a Master in Education program which may be housed at the School allowing immediate access by District faculty and the opportunity to increase student teachers and prospective teachers for the District.

Grants and Donations: The partnership will bring many opportunities for the District to partner with UPSI. ASU and other foundations and organizations to develop and implement grants on a major scale. This partnership represents a model of collaboration that may national foundations and corporate entities are looking to fund. UPSI has the ability to support the development of these grants and/or immediate access to the ASU Foundation and other departments within ASU that will provide the support of planning and writing of the grants.

It is recommended that the Secondary Experience Committee review this paragraph “Curriculum and Configuration” and submit their recommendations.

Curriculum and Configuration: The School will implement a project-based, student centered curriculum through a two year cluster of grades Pre-K, K, 1-2, 3-4, 5-6, and 7-8. Teachers will be mentored during their school day, and team teach a curriculum that will be tailored for each student in collaboration with their parents who meet five times a year with the teachers to plan and review their child’s Individual Learning Plan. As approved by the District Board, the school will serve grades pre-K-8 in 2008-09 and add a grade level at the high school beginning in 2011-2012 each year thereafter until it serves pre-K-12 in the 2014-15 school year.
NARRATIVE SUMMARY: The partnership represented by the University Public School Phoenix is critical to the improvement of student achievement in the district, state and nation. While the partnership in and of its self represents a model that can be effective in providing research that will attract national interest, the innovations and best practices proven worthy by the research will be its greatest benefit to improving student achievement. The School is located within a under resourced area with a high percentage of Latino non-English speaking students.

IV. TERM

A. INITIAL TERM

THE TERM OF THIS AGREEMENT IS FOR A FIVE (5) YEAR PERIOD THAT COMMENCED ON JULY 1, 2009.

B. POTENTIAL RENEWALS

PESD AND UPSI MAY ELECT TO RENEW THIS AGREEMENT FOR TWO (2) SUCCESSIVE FIVE YEAR TERMS. THE PARTIES WILL CONSIDER THE RENEWAL OF THE AGREEMENT IN DECEMBER OF THE THIRD YEAR OF EACH TERM FOR WHICH THE AGREEMENT IN RENEWED, BEGINNING IN DECEMBER 2012.

VI. AUTHORITY

A. UPSI Authority.

1. UPSI is duly organized, validly existing and in good standing as an Arizona non-profit corporation. UPSI has all requisite corporate power and authority under applicable law and its organizational documents to enter into, execute, and perform this Agreement in accordance with its terms.

2. UPSI operates in affiliation with Arizona State University (“ASU”) pursuant to the Services and Affiliation Agreement between the Arizona Board of Regents for and on behalf of ASU and UPSI dated on or about July 17, 2008 (“ASU Affiliation Agreement”). UPSI expressly agrees that it will operate the School in accordance with the ASU Affiliation Agreement.

3. The School shall be operated as a charter school by UPSI. UPSI has sole responsibility for the School’s financial, legal, academic and facility operations.

4. UPSI holds a Charter approved by the ASBCS in January 2008.
5. The School shall be operated as a school site operated under the Charter held by UPSI.

6. All local, state and federal aid for students enrolled at the School will be assigned to UPSI based upon the student count and the average daily membership received, as well as from any other legal funding sources.

7. UPSI has authority to enter into this Agreement pursuant to A.R.S. § 15-183(H).

8. The execution and delivery by UPSI of this Agreement and the performance by UPSI of its obligations hereunder will not violate any laws, regulations or the organizational documents governing UPSI's functions and operations, or any judgment, award, decree, contract, agreement or other instrument to which UPSI is a Party, or conflict with or result in a breach of or constitute (with due notice or lapse of time or both) a default under any of the same.

9. No approval, authorization, consent, order, or action or filing with any court or governmental body is required for the due and lawful execution and delivery by UPSI of this Agreement, or (except for customary licenses, permits, authorizations, or other approvals the need for which may arise in the ordinary course of performance hereof) for UPSI's due performance of its obligations hereunder.

B. PESD Authority

1. PESD is duly organized, validly existing and in good standing as political subdivision of the State of Arizona. PESD has all requisite power and authority under applicable law to enter into, execute, and perform this Agreement in accordance with its terms.

2. PESD has authority to enter into the Agreement pursuant to A.R.S. § 15-341(4) and A.R.S. § 15-342 (13).

3. The execution and delivery by PESD of this Agreement and the performance by PESD of its obligations hereunder will not violate any laws, regulations or governing documents under which PESD functions or operates, or any judgment, award, decree, contract, agreement or other instrument to which PESD is a Party, or conflict with or result in a breach of or constitute (with due notice or lapse of time or both) a default under any of the same.

4. No approval, authorization, consent, order, or action or filing with any court or governmental body is required for the due and lawful execution and delivery by PESD of this Agreement, or (except for customary
licenses, permits, authorizations, or other approvals the need for which may arise in the ordinary course of performance hereof) for PESD's due performance of its obligations hereunder.

VII. GOVERNANCE

UPSI is responsible for the governance of the School. It is the desire of UPSI to partner with PESD in the governance as defined in this section. UPSI will use Best Efforts to coordinate the operation of the School with PESD and to inform PESD of its operations and efforts.

A. UPSI Corporate Board of Directors

The UPSI Board is responsible for the overall operation of the schools operated by UPSI. Its membership is comprised of two directors appointed by Arizona State University, two directors appointed by the ASU Foundation and three directors appointed at-large by the UPSI Board. Its responsibilities include the overall supervision of the charter schools run by UPSI, including the School.

B. Chief Executive Officer

The Executive Associate Vice President, Educational Outreach and Student Services, Arizona State University/Chief Executive Officer ("Chief Executive Officer") of UPSI, is appointed by the UPSI Board and is responsible for the overall operation of UPSI. The Chief Executive Director Officer works with the UPSI Board and with the principals concerning the operation of the respective schools.

The responsibilities of the Chief Executive Officer include:

1. Reporting to the UPSI Board of Directors;
2. Directing overall operation of School;
3. Appointing and supervising School personnel;
4. Recommending to the UPSI Board personnel actions regarding School personnel;
5. Overseeing financial operations;
6. Directing strategic planning;
7. Submitting state and federal reports;
8. Leading academic performance of schools;
9. Signing all legal documents and agreements on behalf of UPSI;
10. Advancing the recommendations of the respective school council to the UPSI Board; and

11. Such other acts as may be assigned or authorized by the UPSI Board or ASU.

C. School Council

The School Council is a subcommittee of the UPSI Board and meets monthly. The School Council is responsible for the operation of the School. The School Council will make recommendations to the UPSI Board for its approval regarding the operation and management of the School.

The Members of the School Council are as follows: one member is nominated by PESD; two members are nominated by UPSI. The UPSI Board must approve the two nominees it designates to the School Council; PESD’s Governing Board must approve the nominees it designates to the School Council.

The responsibilities of the School Council include:

1. Working with the Executive Director or designee regarding the operation of the School;

2. Recommending the annual School budget;

3. Reviewing annual financial audits;

4. Approving monthly financial reports;

5. Recommending teachers, support staff and other personnel at the School for employment by UPSI;

6. Conducting student discipline hearings pursuant to School policy;

7. Reporting to the UPSI Board regarding the financial accounting of the School; and

8. Reporting to the UPSI Board regarding the operations of the School.

D. School Improvement Team

The School will establish a School Improvement Team (SIT) annually. Parent, teacher and support staff membership will be determined through a lottery. The SIT will work with the principals to identify and implement means by which the school environment, student learning, extra curricular activities, parent participation and community support can be improved to better meet the needs of
the School. The membership of the SIT will be established pursuant to policies adopted by UPSI.

E. Representation

UPSII and PESD will make every effort to include representation from the other Party on any administrative committees conducted by such other Party. UPSI will include the PESD The District’s Superintendent and the UPSI Chief Executive Officer will meet regularly to review the progress of the School and address any concerns, and the District’s Superintendent will be invited to participate in the selection process for hiring key administrative positions of key UPSI staff, whenever practicable.

1. The UPSI Chief Executive Director Officer and PESD Superintendent/Chief Executive Officer will meet regularly to collaborate on the operation of the School and the scaling of innovations and best practices for the School.

2. The PESD Superintendent/Chief Executive Officer will serve as a representative of the School on standing committees established by the UPSI Board, including but not limited to the current UPSI Governing Board and Innovation Committees.

3. Representatives from the School and PESD may serve on the other’s committees.

VIII. ANNUAL FEE

For so long as UPSI operates the School at the Facility, UPSI agrees to pay PESD the following fee (the “Annual Fee”):

A. UPSI will annually pay PESD the greater of (1) ten percent (10%) of monies received from the state and local government based upon average daily membership for the School’s student count as defined in A.R.S. § 15-901, or (2) $200,000.

B. The Annual Fee shall be paid in semi-annual installments by January 30th and by June 30th of each fiscal year. The Annual Fee shall be reconciled as soon as possible after the 40th day and 100th day student count.

C. UPSI and PESD agree to actively pursue individuals and foundation, state, federal and other sources for grants and donations to share in the development and implementation of the programs funded. Any such funding received shall be distributed to UPSI, who shall account for it to PESD in financial reports as required under this Agreement and upon request by PESD. PESD shall not be entitled to a percentage of any funds received from state or federal grants or donations.

Comment [05]: We don’t have an Innovation Committee
D. UPSI shall account for any federal funds received and used for student programs at the School, including but not limited to funds distributed pursuant to the federal stimulus package adopted in 2009 and Title I funds. PESD shall not be entitled to a percentage of any such federal funds distributed to UPSI.

IX. ACCOUNTABILITY

A. As long as this Agreement is in effect, UPSI shall provide PESD, not less often than annually, the following information:

1. UPSI’s most recent IRS Form 990, Return of Organization Exempt from Taxation, which shall also be publicly available.

2. After the end of each fiscal year, UPSI will prepare and submit to PESD an annual report describing UPSI’s activities and transactions during that fiscal year at the School, setting forth accomplishments and measuring performance with goals and priorities.

3. A budget for UPSI’s operations and a description of proposed activities for the coming year.

4. UPSI’s current financial policies, procedures and controls.

B. PESD shall have the right to audit all records, financial and otherwise, of UPSI for the School to assure that any funds, resources and services provided by PESD are expended for the ultimate benefit of PESD and are expended by UPSI for purposes consistent with the terms of this Agreement. For the term of the Agreement and for three years thereafter, UPSI shall maintain all books, accounts, reports, files and other records related to this Agreement. UPSI agrees that such records are subject at all reasonable times to inspection and audit by PESD, and all State and Federal regulators (including the Internal Revenue Service). This provision shall survive termination or expiration of this Agreement.

C. Prior to November 1st of each year, in accordance with the requirements of A.R.S. § 35-181.03, UPSI shall complete an audit and audit report for the immediately preceding fiscal year. Such audit and audit report must be performed and prepared by an independent certified public accountant. UPSI shall provide a complete copy of the Annual Audit Report required under A.R.S. § 35-181.03 for the preceding fiscal year to PESD.

IX. CONTRACTED SERVICES

A. Services to Be Provided by PESD

UPSI will identify services it will outsource regarding the operation of the School. UPSI will initially seek to obtain such services from PESD. Should the costs of
these services provided by PESD be prohibitive, UPSI will seek alternative vendors/contractors for such services. If services are provided by vendors/contractors other than PESD, UPSI assures that the standards for such services will meet or exceed those standards and specifications required by the PESD.

The following are examples of services that may be contracted from PESD by UPSI: food services, transportation services, janitorial services, and maintenance and grounds services.

B. Services to Be Provided by UPSI

UPSI may also identify services it seeks to obtain through a contract with UPSI, subject to applicable procurement procedures. Such services may include: special education services, professional development services, printing services, and research and evaluation services.

XI. SHORT TERM FACILITY USE

A. The Facility is owned by PESD. PESD agrees to allow UPSI to use the Facility to operate the School subject to the terms and conditions set forth in this Agreement. UPSI acknowledges and agrees that PESD retains the authority to use any and all Facility space that is not needed by UPSI to conduct school operations, expressly subject to the provisions of this Paragraph XI.

B. PESD agrees that UPSI will have priority to use the Facility for School operations and that the Parties will meet on a fiscal year/school year annual basis to determine UPSI's expected Facility use needs. Upon agreement on the Facility use needs, the Parties will approve in writing a depiction of the Facility noting which areas are agreed to be for School operations and which are retained by PESD for its use on the respective dates. PESD may not enter into a third party lease agreement for the remainder of the Facility prior to obtaining the express written permission of UPSI.

C. PESD agrees that UPSI may permit Short Term Facility Use in those portions of the Facility that are not used by PESD, subject to UPSI's procedures and policies regarding the same. UPSI may charge a fee for such Short Term Facility Use.

D. UPSI is required to comply with all applicable restrictions imposed by the issuances of PESD's bonds, by state or federal law, or as controlled by non-profit 501(c)(3) regulations with respect to any future use agreements for the Facility.

E. UPSI will honor all Short Term Facility Use agreements currently approved by PESD for the fiscal year beginning July 1, 2009 for the use of the Facility by third parties. PESD will deliver to UPSI all such use agreements on or before May 30 of every year whenever practicable. UPSI will be allowed to retain any fees or income from such use agreements starting on July 1, 2009. UPSI will then
have the right to determine whether to continue such Short Term Facility Use agreements for the subsequent fiscal year beginning on July 1, 2010.

F. UPSI expressly grants PESD priority use of the appropriate portions of the Facility for community or PESD events planned by PESD, such as graduation and teacher in services provided that these activities do not interfere with UPSI’s instructional program. This includes but is not limited to priority use of the Facility’s auditorium, cafeteria, gymnasium, playground and fields.

G. Any use of the Facility by a third party other than a Short Term Facility Use must be approved in writing by both Parties prior to such use. Examples requiring written permission would include but not be limited to a use for more than seventy-two (72) consecutive hours or an ongoing commitment such as a night class.

H. To the extent permissible by law, UPSI and PESD will not charge any fees for use of each other’s facilities other than the Annual Fee contained in this Agreement and the proportionate share of utilities, as such mutual use is intended to be part of the consideration under this Agreement.

XII. OPERATIONS

A. Students

1. UPSI agrees to use Best Efforts to recruit and serve the students who are residents of PESD.

2. PESD and UPSI will provide student information when reasonably requested by the other, subject to the restrictions of the Family Education Rights and Privacy Act. A data agreement and FERPA permission form may be used to facilitate the exchange of student level data.

3. Discipline of students and employees shall be the sole responsibility of UPSI. UPSI shall consider any information provided by PESD that is relevant to any potential discipline.

B. Employees

1. All employees, including, but not limited to, teachers, bus drivers, aides, local administrators, support staff or any other person hired by UPSI to provide services pursuant to this Agreement, shall be considered the employee of UPSI for purposes of salary, benefits, and workers’ compensation and liability.

2. Teachers leaving PESD to be employed by UPSI at the School may return to PESD within three years in accordance with A.R.S. § 15-187.
3. UPSI agrees that it will employ a Plant Manager on special assignment to the Facility for the Transitional Year. PESD will designate the individual who will serve as the Plant Manager, who will report to UPSI and make every effort to meet the needs of PESD. The Plant Manager will also serve as the use coordinator for the Short-Term Facility Use agreements for the School portion of the Facility during the Transitional Year. UPSI will pay for the salary, benefits, and workers' compensation and liability for the Plant Manager, who will receive the same salary as designated in his or her PESD contract for 2008-2009 school year.

3. UPSI and PESD will share employee information when reasonably requested by the other Party and as permitted by law.

C. Grade Levels Served.

UPS will serve grades pre-K-8.12 in 2010-2011. Beginning in 2011-2012, UPSI will add a grade level to serve high school students each year thereafter until it serves pre-K-12 in the 2014-2015 school year. It is recommended that the Secondary Experience Committee review and issue recommendations for any proposed changes to the anticipated grade levels to be served.

D. Adherence to Applicable Regulations

1. Both Parties agree to comply with all applicable State and Federal laws and regulations governing the School operations.

2. UPSI shall not be required to adhere to the policies adopted by the PESD Governing Board regarding the operation of the School.

3. UPSI shall be required to adhere to the restrictions regarding Facility use as established in this Agreement in Paragraphs XX and XXI. UPSI shall comply with all PESD Governing Board Policies concerning use of the Facility, including but not limited to Governing Board Policies EBC re Emergencies, ECAC re Vandalism, ECB re Building and Grounds Maintenance, EDB re Maintenance and Control of Materials and Equipment, EDC re Authorized Use of School Owned Materials and Equipment, JICB re Care of School Property by Students, KFA re Public Conduct on School Property, KFAA re Smoking on School Premises at Public Functions and KH re Public Sales on School Property.

4. UPSI shall process all complaints received from students, parents, or members of the public pursuant to its Policy KE and accompanying regulation regarding public concerns and complaints.

XIII. FURNITURE, FIXTURES AND EQUIPMENT
A. PESD will inventory all furniture, fixtures and equipment housed in the School. This shall not include textbooks and instructional aids/materials.

B. At the request of UPSI, furniture, fixtures and equipment owned by PESD and located at the Facility at the time of the initial occupation of UPSI will remain at the Facility for the Transitional Year. UPSI will be responsible for the maintenance and repair of all such furniture, fixtures and equipment owned by PESD located at the Facility.

C. UPSI agrees to replace, lease or purchase all furniture, fixtures and equipment owned by PESD which remains at the Facility after July 1, 2010.

D. PESD agrees to remove all furniture, fixtures and equipment owned by PESD in a timely manner if requested by UPSI after the Transitional Year. If space permits, UPSI agrees and commits to allow PESD to use the Facility to store the furniture, fixtures and equipment.

XIV. INTELLECTUAL PROPERTY

UPSI and PESD agree that neither Party will pursue or require copyright or intellectual property rights of any innovation or best practice developed and/or implemented in the School. To the extent that the Parties develop intellectual property rights in any innovation or best practice arising out of the School operations, the Parties agree to use Best Efforts to arrive at a mutual agreement regarding the acknowledgment of credit, marketing and sharing of profits of such intellectual property rights, to the extent permitted by law.

XV. COORDINATION IN FUNDRAISING AND MARKETING

PESD and UPSI agree to use Best Efforts to coordinate and share in the implementation of all marketing for the School and marketing of programs that have an impact on the School; including but not limited to the approval of a Party to marketing or promotional materials prepared by the other Party that pertain to the arrangement contemplated under this Agreement. Each Party shall be responsible for the cost of its own marketing efforts, unless the Parties otherwise agree.

XVI. INDEMNIFICATION

A. To the extent permitted by law, each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. This provision shall survive termination or expiration of this Agreement.
B. To the extent permitted by law, and in addition to any other obligations of UPSI hereunder, including the obligations of UPSI to provide insurance as set forth in Paragraph XVI of this Agreement, UPSI shall indemnify and hold PESD, its board members, officers, agents and employees, and the respective heirs, successors, personal representatives and assigns of such board members, officers, agents and employees (collectively “PESD Indemnitees”) harmless for, from and against any and all claims, debts, demands, liabilities, causes of action, costs or expenses arising from UPSI’s use of the Facility, or from any activity, work or things done, permitted or suffered by UPSI in or about the Facility, and shall further indemnify and hold the PESD Indemnitees harmless for, from and against any and all claims, debts, demands, liabilities, causes of action, costs or expenses arising from any breach or default in the performance of any obligation on UPSI’s part to be performed under the terms of this Agreement, or arising from any act or omission of UPSI, or any of UPSI’s agents, contractors, employees or licensees, and for, from, and against all costs, attorneys’ fees, expenses and liabilities incurred in the defense of any such claim or any action or proceedings brought thereon. In case any action or proceedings is brought against PESD (or any other PESD Indemnitee) by reason of any such claim, UPSI, upon notice from PESD (or any other PESD Indemnitee), shall defend the same at UPSI’s expense by counsel satisfactory to PESD. UPSI, as a material part of the consideration to PESD for PESD’s execution of this Agreement, hereby assumes all risk of damage to property or injury to persons in, upon or about the Facility arising from any cause whatsoever and waives all claims in respect thereof against PESD and any other PESD Indemnitee. This provision shall survive the termination of this Agreement.

C. To the extent permitted by law, and in addition to any other obligations of PESD hereunder, including the obligations of PESD to provide insurance as set forth in Paragraph XVI of this Agreement, PESD shall indemnify and hold UPSI, its board members, officers, agents and employees, and the respective heirs, successors, personal representatives and assigns of such board members, officers, agents and employees (collectively “UPSI Indemnitees”) harmless for, from and against any and all claims, debts, demands, liabilities, causes of action, costs or expenses arising from PESD’s use of the Facility, or from any activity, work or things done, permitted or suffered by PESD in or about the Facility, and shall further indemnify and hold the UPSI Indemnitees harmless for, from and against any and all claims, debts, demands, liabilities, causes of action, costs or expenses arising from any breach or default in the performance of any obligation on PESD’s part to be performed under the terms of this Agreement, or arising from any act or omission of PESD, or any of PESD’s agents, contractors, employees or licensees, and for, from, and against all costs, attorneys’ fees, expenses and liabilities incurred in the defense of any such claim or any action or proceedings brought thereon. In case any action or proceedings is brought against UPSI (or any other UPSI Indemnitee) by reason of any such claim, PESD, upon notice from UPSI (or any other UPSI Indemnitee), shall defend the same at PESD’s expense by counsel satisfactory to UPSI. PESD, as a material part of the
consideration to UPSI for UPSI's execution of this Agreement, hereby assumes all risk of damage to property or injury to persons in, upon or about the Facility arising from any cause whatsoever and waives all claims in respect thereof against UPSI and any other UPSI Indemnitee. This provision shall survive the termination of this Agreement.

XVII. INSURANCE

Each Party shall maintain during the term of this Agreement insurance policies by companies licensed in Arizona with a current A.M. Best rating of A:VII or better. At the signing of this Agreement, each Party shall furnish the other with certificates of insurance evidencing the required coverages, conditions, and limits required by this Agreement. The insurance policies, except Worker's Compensation, shall be endorsed to name the other Party, its agents, officers, employees, and volunteers as additional insureds. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two years past expiration of this Agreement and must be evidenced by annual certificates of insurance. Each Party's insurance must be primary, and any insurance or self-insurance maintained by the other Party shall not contribute to it. Insurance coverage required under this Agreement includes:

- **Commercial General Liability** insurance with a limit of not less than $1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this Agreement.

- **Fire, Extended Coverage, and Vandalism and Malicious Mischief** perils as to each Party's personal property and fixtures in an amount not less than ninety percent (90%) of the full replacement cost of such property.

- **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to a Party's owned, hired, and non-owned vehicles.

- **Workers' Compensation** insurance with limits statutorily required by any Federal or state law.

- **Employer's Liability** insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

Upon request, each Party shall provide to the other written documentation evidencing such insurance coverage. Failure on the part of either Party to meet these requirements shall constitute a material breach of contract and a basis for termination of this Agreement. The Parties each hereby waive any and all rights of recovery against the other, or against the Board members, officers, employees, agents and representatives of the other, for loss of or damage to such waiving Party or its property or the property of the other under its control to the extent that such loss or damage is insured against or under any insurance policy in force at the time of such loss or damage. Each Party shall, upon obtaining the policies of insurance required hereunder, give notice to its insurance carrier or carriers that the foregoing waiver is contained in this Agreement.

XVIII. PROPRIETARY INFORMATION
During the term of this Agreement, PESD may become privy to Proprietary Information of UPSI related to UPSI's plans and/or strategy for establishing other schools under its Charter and its discussions with other public school districts with respect to such plans. PESD agrees that all such Proprietary Information and all copies and modifications thereof are the property of UPSI; that Proprietary Information constitutes valuable assets and trade secrets of UPSI; and that during and after the Term, PESD shall not disclose such Proprietary Information except as required by applicable state or federal law or by order of court (in which case PESD shall provide prompt prior notice to UPSI) or as necessary to perform its obligations or exercise its rights under this Agreement. Upon the termination of this Agreement, PESD will promptly return (or if instructed by UPSI) destroy such Proprietary Information of UPSI.

XIX. XVIII. TERM AND TERMINATION OF AGREEMENT

A. The Agreement may be terminated prior to the end of the initial term or any subsequent renewal term if there is a lack of an appropriation of funding, Event of Default by either Party as defined in Paragraph XIX of this Agreement, or by mutual consent of both UPSI and PESD.

B. Every payment obligation of UPSI or PESD under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which the funds are available. No liability shall accrue to either Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

C. In the event of a mutual termination both PESD and UPSI, the Parties must agree in writing by December 31st of the school year in which the Agreement will be terminated.

D. This Agreement may be terminated for insolvency of UPSI by PESD as described in Paragraph XIX.

E. Should UPSI and ASU terminate the ASU Affiliation Agreement, PESD may terminate this Agreement by providing notice four (4) months prior to the end of the school year in which the Agreement will be terminated.

F. This Agreement may be terminated by either Party for the failure of the other Party to maintain the insurance required under Paragraph XVI.

G. All Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

H. The Parties agree that each Party is the sole owner of the equipment that it provides to operate the program. Upon termination of this Agreement, all equipment which belongs to UPSI shall remain the property of UPSI and UPSI.
shall remove the equipment from the PESD's premises. All property of the PESD shall remain PESD's property and shall remain on site.

I. In addition to any rights of termination or any other remedies in this Agreement, PESD shall have the right to collect any outstanding Annual Fee amounts from UPSI, together with interest on such outstanding Annual Fee at ten percent (10%) per annum.

XX. \textbf{EVENT OF DEFAULT OR INSOLVENCY}

A. The existence or occurrence of any one or more of the following events during the Term shall constitute an event of default (each an “Event of Default”) under this Agreement:

1. UPSI’s failure to pay the Annual Fee or any other amounts due under this Agreement within fifteen (15) days of it being due.

2. The failure by either Party to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by that Party, other than the payment of the Annual Fee, where such failure continues for a period of ten (10) days after written notice thereof from the complying Party to the non-complying Party; provided, however, that if the nature of a default is such that is capable of being cured but more than ten (10) days are reasonably required for its cure, then the non-complying Party shall not be deemed to be in default if that Party commences such cure within the ten (10) day period and thereafter diligently prosecutes such cure to completion within thirty (30) days.

B. Upon the occurrence of any Event of Default, either Party shall have the right to specific performance of the other Party’s obligations hereunder. The Party may also invoke the right to terminate this Agreement.

C. If during the term of this Agreement any receiver or trustee is appointed in receipt of UPSI’s property, or in the event UPSI shall be adjudged a bankrupt, then and in such event, this Agreement may be terminated at the option of PESD, effective the day prior to any such action or filing. In addition, any such event shall be deemed an Event of Default hereunder entitling PESD to the remedies permitted in this Agreement.

XXI. \textbf{FACILITY USE TERMS}

A. Condition of Facility. UPSI acknowledges and agrees that, except as otherwise expressly provided in this Agreement and notwithstanding the indemnity provisions in Paragraph XV, UPSI is obtaining the right to use the Facility in its "AS IS" CONDITION, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF HABITABILITY,
MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
Without limiting the generality of the foregoing, except as expressly set forth in
this Agreement, neither PESD nor any agents, representatives, or employees of
PESD have made (nor is UPSI relying on) any representations or warranties,
direct or indirect, oral or written, statutory, express or implied, to UPSI or any
agents, representatives, or employees of UPSI with respect to: (1) the physical
condition of the Facility or the condition or safety of the Facility or any
component thereof, including, but not limited to, plumbing, sewer, heating,
ventilating and electrical systems, roofing, air conditioning, foundations (2) the
quality of construction, condition or structural soundness of any improvements;
(3) compliance of the Facility with applicable statutes, laws, codes, ordinances,
regulations or requirements, zoning, subdivision, planning, building, fire, safety,
disabled persons, health or environmental matters; and (4) the availability of
utilities, including phone and data usage, of the types and in the amounts required
by UPSI. UPSI acknowledges that, prior to the execution of this Agreement,
UPSI has inspected the Facility to the extent desired by UPSI and has satisfied
itself with respect to the matters set forth above.

B. Taxes. PESD is an exempt entity for the purposes of real property taxes. To the
extent the use of the Facility by UPSI causes any taxes, whether for real property,
personal property, transactional or otherwise, to be incurred, UPSI shall be solely
responsible for payment of such taxes before delinquent.

C. Operation Costs. UPSI is responsible for the operation costs of the Facility
including utilities, maintenance and repair due to normal wear and tear during the
term of the Agreement, except as may otherwise be provided in this Agreement.

D. Use of Facility. UPSI shall use the Facility solely for use as a charter school.
UPSI further agrees that it will not use or permit any other person or persons to
use the Facility for any purpose in violation of the laws, ordinances, regulations or
requirements now in effect or from time-to-time enacted by any governing body.
UPSI agrees not to use the Facility in any manner that will increase the rate of any
fire or other insurance coverage on the Facility. UPSI shall, at UPSI’s sole cost
and expense, comply with all present and future laws, ordinances, orders,
declarations of covenants and restrictions, rules, regulations and requirements of
all federal, state, county and municipal governments, courts, departments,
commissions, boards and officers, and any national or local board of fire
underwriters or any other body exercising functions similar to those of any of the
foregoing, foreseen or unforeseen, ordinary as well as extraordinary, which may
be applicable to the use or occupancy of the Facility.

E. PESD Maintenance. PESD shall keep the foundations, exterior walls, HVAC
system(s), parking and structural elements of the Facility in good condition and
repair. Except as expressly set forth in the preceding sentence, PESD shall have
no obligation to maintain, repair, replace or service the Facility or any portion or
component thereof.
F. **UPS Maintenance.** UPS shall make, keep and maintain the Facility in a clean, neat and sanitary condition and shall, at its sole cost, make all repairs and replacements to the Facility not required above to be made by PESD as the need for such repairs or replacements arises. The foregoing obligations of UPS to maintain, repair and replace shall apply to (but not be limited to) all interior walls of the Facility (unless structural in nature) and all glass. UPS, at its sole cost, shall make any repairs, replacements or installations to or on the Facility as may be required by any laws, rules and regulations (now or hereafter existing) of any governmental agencies or authorities for the use of the Facility by UPS. Notwithstanding the foregoing, UPS shall not replace any item or component of or on the Facility where the cost thereof is reasonably estimated to be more than $5,000.00 without PESD’s prior written consent, which shall not be unreasonably withheld. If UPS fails to perform its obligations under this subparagraph (E), PESD may, at its option, enter the Facility after five (5) days prior written notice to UPS and perform such obligations and the cost thereof shall become due and payable to PESD immediately. Nothing herein shall imply any duty upon the part of PESD to perform any such obligations. However, in the event PESD does so, PESD may keep and store at the Facility all necessary materials, tools, supplies and equipment.

G. **Entry Rights.** PESD or its agents and employees shall have the right to enter the Facility at any reasonable time, upon reasonable notice to UPS (or without notice in the event of an emergency) for the purpose of inspecting the Facility and determining if UPS is in compliance with the terms of this Agreement. If PESD determines that UPS is not in compliance with the terms of this Agreement, then PESD, its agents, employees and contractors shall have the right, at any time, to enter the Facility in order to correct the condition that has created such non-compliance such as if PESD elects to perform any of UPS’s obligations set forth in subparagraph (E) above, or as otherwise needed for the preservation of the Facility. Neither the foregoing nor any other provision of this Agreement shall constitute a covenant by PESD or impose any duty or obligation upon PESD to protect, repair, replace or otherwise maintain the Facility.

H. **Consent for Alterations.** Except as otherwise specifically required under subparagraph (E) above or otherwise under this Agreement, UPS shall not, without PESD’s prior written consent (which consent shall not be unreasonably withheld), make, install or construct any alterations, improvements, additions, or utility installations (“utility installations” shall include ducting, power panels, fluorescent fixtures, space heaters, conduits and wiring) in, on or about the Facility, except for nonstructural alterations costing less than Ten Thousand Dollars ($10,000) in the aggregate over any one (1) year period. As a condition to giving such consent, PESD may require that UPS agree to: (i) remove any such alterations, improvements, additions or utility installations at the expiration of this Agreement or any earlier cessation of use of the Facility by UPS and restore the Facility to their prior condition or; (ii) require that any such alterations,
improvements, additions or utility installations become the property of PESD and left by UPSI upon the expiration of this Agreement. As a further condition to giving such consent, PESD may require UPSI to provide PESD, at UPSI’s sole cost and expense, lien and completion bonds in an amount equal to one hundred five percent (105%) of the estimated cost of such improvements to insure PESD against any liability for mechanics’ and materialmen’s liens and to insure completion of the work. All alterations, additions and improvements shall be done in a good and workmanlike manner in conformity with all applicable laws and regulations, and by a licensed contractor approved by PESD. PESD’s approval of any plans, specifications and working drawings for any alterations or improvements requested by UPSI shall create no responsibility or liability on the part of PESD for their completeness, design sufficiency or compliance with laws, rules and regulations of any governmental agencies or authorities.

I. **Surrender and Removal.** UPSI agrees that, upon the expiration of this Agreement or upon any earlier cessation of use of the Facility, it shall surrender the Facility to PESD in the condition required pursuant to subparagraph (E) above, broom clean, ordinary wear and tear, and damage from casualty and condemnation excepted. All alterations, additions and improvements, whether structural or removable which UPSI is not required to remove pursuant to subparagraph (G) above shall become PESD’s property and shall be surrendered to PESD. In no event shall UPSI remove any of the following materials or equipment (which shall be deemed PESD’s property), without PESD’s prior written consent: power panels, lighting or lighting fixtures, wall coverings, drapes, blinds or other window coverings, carpets or other floor coverings, heaters, air conditioners or any other heating or air conditioning equipment or security gates or other similar building or operating equipment.

J. **Liens.** UPSI shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for UPSI at or for use on or in connection with the Facility, which claims are or may be secured by any mechanics’ or materialmen’s lien against the Facility or any portion thereof, or any interest therein. Nothing herein contained shall empower UPSI to do any act that can, shall or may encumber PESD’s interest in the Facility or any portion thereof, or interest therein. In the event any such lien does attach, UPSI shall within ten (10) days of notice of the filing of such lien, either discharge or bond over such lien to the satisfaction of PESD, and in such a manner as to stay the enforcement or foreclosure of such lien. If UPSI fails to so discharge or bond over such lien, then, in addition to any other right or remedy of PESD, PESD may, but shall not be obligated to, discharge the same. Any amount paid by PESD for such purpose, including reasonable attorneys’ fees shall be paid by UPSI to PESD on demand.

K. **Casualty.** If the Facility is damaged or destroyed by fire or other casualty to such extent that it cannot be repaired or restored within one hundred twenty (120) days (as reasonably determined by PESD), PESD shall have the option to terminate the use of the Facility by UPSI under this Agreement. If PESD elects to terminate the
use, then PESD shall provide written notice to that effect to UPSI within ninety (90) days from the date of such damage or destruction. If the use is not terminated pursuant to the foregoing, PESD shall, as soon as reasonably possible following the casualty, repair and restore the damaged or destroyed portion of the Facility (except that PESD shall not be obligated to repair any damage to UPSI's personal property, improvements or trade fixtures) to a condition which is substantially similar to the condition prior to the damage or destruction. During the period of repair and restoration, the Annual Fee shall be abated proportionately to the extent that the Facility is made unusable by the damage or destruction. Notwithstanding anything contained herein to the contrary, in the event of damage to or destruction of all or any portion of the Facility which is not fully covered (except for deductible amounts) by the insurance proceeds received by PESD, then PESD shall have the option to, within a one hundred-twenty (120) day period after the occurrence of such damage or destruction, either: (i) commence reconstruction or restoration of the Facility (except that PESD shall not be obligated to repair any damage to UPSI's personal property, improvements or trade fixtures); or (ii) elect to terminate the use of the Facility by providing UPSI with written notice of such election with the date of termination set forth in the notice. In no event shall PESD be responsible for UPSI's expense of rebuilding, repairing, replacing or restoring UPSI's partitions, fixtures and other personal property or fixtures. UPSI agrees that any casualty insurance policy carried by UPSI insuring UPSI's property located at or upon the Facility shall contain a provision whereby the insurance carrier waives any right of subrogation against PESD.

L. **Condemnation.** If all or any portion of the Facility is taken under the power of eminent domain or sold under the threat of that power (all of which are called “Condemnation”), the right to use shall terminate as to the part taken or sold on the date the condemning authority takes title or possession, whichever first occurs. If there is a Condemnation of more than ten percent (10%) of the square foot area of the Facility, PESD may terminate the use of the Facility as of the date the condemning authority takes title or possession, by delivering written notice to UPSI within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes title or possession). If the use of the Facility is not terminated, PESD shall repair any damage to the Facility caused by the Condemnation, except that PESD shall not be obligated to repair any damage to UPSI's personal property, improvements or trade fixtures. Notwithstanding the foregoing, if the severance damages paid to PESD are not sufficient to pay for such repair, PESD shall have the right to either terminate the use or make such repair at PESD's expense.

M. **Failure to Surrender and Vacate.** UPSI shall vacate the Facility upon expiration of this Agreement or any earlier termination of the use rights for the Facility. UPSI shall reimburse PESD for and indemnify PESD against all damages which PESD incurs from UPSI's delay in vacating the Facility. If UPSI remains in possession of the Facility or any part thereof after the expiration of this
Agreement or any earlier termination of the use rights for the Facility without the express written consent of PESD, such occupancy shall be construed trespass and PESD shall have the right to seek ejection of UPSI from the Facility.

XXII. HAZARDOUS MATERIALS

A. Definitions. As used in this Agreement: (i) the term “Hazardous Material[s]” means any oil, flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials including, without limitation, any substances that pose a hazard to the Facility or to persons on or about the Facility and any substances defined as or included in the definition of “hazardous substance,” “hazardous waste,” “hazardous material,” “toxic substance,” “extremely hazardous waste,” “restricted hazardous waste” or words of similar import, now or subsequently regulated in any way under applicable federal, state or local laws or regulations, including without limitation, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs, urea formaldehyde foam insulation, transformers or other equipment containing dielectric fluid, levels of polychlorinated biphenyls, or radon gas, and similar compounds, and including any different products and material which are subsequently found to have adverse effects on the environment or the health and safety of persons; (ii) the term “Environmental Law[s]” means any one or all of the following: the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Re-authorization Act of 1986 (42 U.S.C. 9601 et seq.); the Resource Conservation and Recovery Act as amended (42 U.S.C. 6901 et seq.); the Safe Drinking Water Act as amended (42 U.S.C. 300f et seq.); the Clean Water Act as amended (33 U.S.C. 1251 et seq.); the Clean Air Act as amended (42 U.S.C. 7401 et seq.); the Toxic Substances Control Act as amended (15 U.S.C. 136 et seq.); the Solid Waste Disposal Act as amended (42 U.S.C. 3251 et seq.); the Hazardous Material Transportation Act (49 U.S.C. 1801 et seq.); the regulations promulgated under any of the foregoing; and all other laws, regulations, ordinances, standards, policies, and guidelines now in effect or hereinafter enacted by any governmental entity (whether local, state or federal) having jurisdiction or regulatory authority over the Facility or the Property or over activities conducted therein and which deal with the regulation or protection of human health, industrial hygiene or the environment, including the soil, subsurface soil, ambient air, groundwater, surface water, and land use; and (iii) the term “Environmental Activity[ies]” means any generation, manufacture, production, pumping, bringing upon, use, storage, treatment, release, discharge, escaping, emitting, leaching, disposal or transportation of Hazardous Materials.

B. Prohibition of Hazardous Materials. Except as specifically provided in subparagraph (C) below, UPSI shall not cause or permit any Environmental Activities in, on or about the Facility by UPSI or UPSI’s agents, employees, contractors, assignees, sublessees or invitees (hereinafter collectively referred to as “UPSIs Agents”) without the prior written consent of PESD. PESD shall be
entitled to take into account such factors or facts as PESD may reasonably determine to be relevant in determining whether to consent to UPSI’s proposed Environmental Activity and PESD may attach conditions to any such consent if such conditions are reasonably necessary to protect PESD’s interests in avoiding potential liability upon PESD or damage to PESD’s property arising from any Environmental Activity by UPSI or UPSI’s Agents. In no event shall PESD be required to consent to the installation or use of any storage tanks on the Property.

C. Exception to Prohibition. Notwithstanding the prohibition set forth in subparagraph (B) above, but subject to UPSI’s covenant to comply with all Environmental Laws and with the other provisions of this Paragraph, UPSI may bring upon, keep and use in the Facility (but not outside the Facility) general office and laboratory supplies typically used in a school or office in the ordinary course of business, so long as such supplies are used in the manner for which they were designed and in such amounts as may be normal for the business operations conducted by UPSI in the Facility.

D. Compliance with Environmental Laws. UPSI shall keep and maintain the Facility in compliance with, and shall not cause or permit the Facility to be in violation of, any Environmental Laws. All of UPSI’s activities at the Facility shall be in accordance with all Environmental Laws. Additionally, UPSI shall obtain any and all necessary permits for UPSI’s activities at the Facility and provide PESD with evidence of such permits. UPSI’s obligations and liabilities under this Paragraph shall continue so long as PESD bears any liability or responsibility under the Environmental Laws for any action that occurs on the Facility during the term of this Agreement.

E. Environmental Notices. UPSI shall immediately notify PESD of, and upon PESD’s request shall provide PESD with copies of, the following:

(i) Any correspondence, communication or notice, oral or written, to or from any governmental entity regarding the application of Environmental Laws to the Facility or UPSI’s operations on the Facility including, without limitation, notices of violation, notices to comply and citations;
(ii) Any reports filed pursuant to any Environmental Law or self-reporting requirements;
(iii) Any permits and permit applications; and
(iv) Any change in UPSI’s operations on the Facility that will change or has the potential to change UPSI’s or PESD’s obligations or liabilities under Environmental Laws.

UPSI shall also notify the PESD of the release of any Hazardous Material in, on under, about or above the Facility.

F. Environmental Indemnity. UPSI shall protect, indemnify, defend (with counsel satisfactory to PESD) and hold harmless PESD and the PESD Indemnitees for,
from and against any and all losses, damages, claims, costs, expenses, penalties, fines and liabilities of any kind (including, without limitation, the cost of any investigation, remediation and cleanup, and attorneys’ fees) which are attributable to (i) any Environmental Activity at the Facility undertaken or committed during the term of this Agreement by UPSI or UPSI’s Agents or caused by the negligence of such persons during the use of the Facility, (ii) any remedial or clean-up work undertaken by or for the UPSI in connection with UPSI’s Environmental Activities or UPSI’s compliance with Environmental Laws, or (iii) the breach by UPSI of any of its obligations and covenants set forth in this Paragraph. PESD and any PESD Indemnitee shall have the right but not the obligation to join and participate in, and control, if it so elects, any legal proceedings initiated in connection with the Environmental Activities of UPSI or UPSI’s Agent. PESD and any PESD Indemnitee may also negotiate, defend, approve and appeal any action taken or issued by any applicable governmental authority with regard to contamination of the Facility by a Hazardous Material. Any costs or expenses incurred by PESD or any PESD Indemnitee for which UPSI is responsible under this Paragraph or for which UPSI has indemnified PESD or any PESD Indemnitee shall be reimbursed by UPSI on demand. The foregoing indemnity shall survive the termination of this Agreement.

G. **Remedial Work.** If: (i) any Environmental Activity undertaken by UPSI or UPSI’s Agents results in contamination of the Facility or the soil or groundwater thereunder; or (ii) any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (“Remedial Work”) is necessary or appropriate due to or in connection with UPSI’s use or occupancy of the Facility, then subject to PESD’s prior written approval and any conditions imposed by PESD, UPSI shall promptly perform all Remedial Work, at UPSI’s sole expense and without abatement of rent, as is necessary to return the affected portion of the Facility and the soil and groundwater to the condition existing prior to the introduction of the contaminating Hazardous Material and to otherwise comply with all applicable Environmental Laws. PESD’s approval of such Remedial Work shall not be unreasonably withheld so long as such actions will not cause a material adverse effect on the Facility after expiration of the Lease Term or any material adverse effect on the Facility. PESD shall also have the right to approve any and all contractors hired by UPSI to perform such Remedial Work. All such Remedial Work shall be performed in compliance with all applicable laws, ordinances and regulations. All costs and expenses of such Remedial Work shall be paid by UPSI including, without limitation, the charges of such contractor(s), and the reasonable fees and costs of the attorneys and consultants for PESD incurred in connection with monitoring or review of such Remedial Work.

H. **PESD’s Option.** PESD may elect, at PESD’s sole discretion, to perform any Remedial Work. PESD and PESD’s agents shall have the right to enter the Facility at all reasonable times to inspect, monitor and/or perform Remedial
Work. All expenses incurred by PESD in connection with performing Remedial Work are payable by UPSI, upon PESD’s demand.

I. Injunctive Relief. UPSI’s failure to abide by the terms of this Paragraph shall be restrained by injunction.

J. Self-Help. PESD shall have the right of “self-help” or similar remedy in order to minimize any damages, expenses, penalties and related fees or costs arising from or related to a violation of any Environmental Law with respect to the Facility.

K. Environmental Inspection. UPSI shall, if reasonably required by PESD on account of the activities or suspected activities of UPSI or UPSI’s Agents, retain a recognized environmental consultant (the “Consultant”) acceptable to PESD to conduct an investigation of the Facility deemed appropriate by PESD (“Environmental Assessment”): (i) for Hazardous Materials contamination in, about or beneath the Facility as a result of such activities; and (ii) to assess all Environmental Activities of UPSI and UPSI’s Agents on the Facility for compliance with all applicable laws, ordinances and regulations and for the use of procedures intended to reasonably reduce the risk of a release of Hazardous Materials. The Environmental Assessment shall be performed in a manner reasonably calculated to discover the presence of Hazardous Materials contamination and shall be of a scope and intensity reflective of the general standards of professional environmental consultants who regularly provide environmental assessment services in connection with the transfer or leasing of real property. Additionally, the Environmental Assessment shall take into full consideration the past and present uses of the Property and other factors unique to the Property. If PESD obtains the Environmental Assessment because of the activities of UPSI or UPSI’s Agents, UPSI shall pay PESD on demand the cost of the Environmental Assessment. If PESD so requires, UPSI shall comply, at its sole cost and expense, with all recommendations contained in the Environmental Assessment, including any recommendation with respect to the precautions which should be taken with respect to Environmental Activities on the Facility or any recommendations for additional testing and studies to detect the presence of Hazardous Materials. UPSI covenants to reasonably cooperate with the Consultant and to allow entry and reasonable access to the Facility for the purpose of Consultant’s investigation.

L. The foregoing provisions of this Paragraph shall be applicable notwithstanding the fact that a substance is not deemed to be a Hazardous Material at the time of its use by UPSI but thereafter is deemed to be a Hazardous Material under the Environmental Laws.

M. PESD hereby represents and warrants that it has not received written notice that the Facility is in violation of any applicable Environmental Law.
N. If it is discovered that the Facility contains Hazardous Materials, the presence of which predates UPSI’s occupancy of the Facility or which have not arisen out of or been caused by any act or omission of UPSI or its agents, contractors or employees, PESD, at its sole expense, shall take any action required under all applicable Environmental Laws.

XXIII. Dispute Resolution

A. Both parties agree to utilize Best Efforts to informally resolve disputes arising out of this Agreement. In the event of delays, exceptions or problems arising from this Agreement, the UPSI Chief Executive Director Officer and the PESD Superintendent/Chief Executive Officer shall be immediately involved as the initial appellate authorities. In the event the UPSI Chief Executive Director Officer and the PESD Superintendent cannot agree on a remedy for the problem, they shall mutually agree upon a third individual, full acceptable to both Parties, to serve as mediator on behalf of the parties.

B. The mediator shall schedule a non-binding informal hearing of the matter to be held within seven (7) calendar days from receipt of notification of the existence of a dispute. The mediator may conduct the hearing in such manner as he deems appropriate and shall notify each party of the hearing and of its opportunity to present evidence it believes will resolve the dispute. If the mediator desires, he or she may require each Party to the dispute to submit a written outline of the issues and evidence intended to be introduced at the hearing and the proposed resolution of the dispute to the mediator before the hearing commences. The mediator is not bound by the rules of evidence when admitting evidence in the hearing and may limit the length of the hearing, the number of witnesses or any evidence introduced to the extent deemed relevant and efficient. The mediator shall render a non-binding written decision as soon as possible, but not later than five (5) calendar days after the hearing, unless the Parties agree to extend the timeline for a decision.

C. If either party rejects the mediator’s recommendations, they may exercise any legal rights and remedies under the law of the State of Arizona that shall be applicable to this Agreement.

D. Any proceeding initiated under this dispute resolution provision shall be deemed confidential to the maximum extent allowed by Arizona law and no party shall, except for disclosures to a party’s attorneys or accountants, make any disclosure related to the disputed matter or to the outcome of any proceeding except to the extent required by law, or to seek interim equitable relief, or to enforce an agreement reached by the parties or an award made hereunder.

XXIII. Incorporation of Narrative

A. The parties agree that the Narrative prepared simultaneously with the Collaboration Agreement in May 2009 and subsequently revised in October 2010 is
expressly incorporated into the Collaboration Agreement and adopted as binding provisions between the parties.

B. A copy of the revised Narrative is attached hereto as Exhibit A and expressly incorporated herein.

C. The parties agreed that a breach of any provision of the Narrative attached hereto as Exhibit A shall be considered material.

XXIV. GENERAL TERMS AND CONDITIONS

A. Mutual Benefits: The Parties agree that in making the promises contained in this Agreement that certain benefits and advantages will accrue to both Parties as a result of the performance of this Agreement, and that therefore this Agreement is being entered into in reliance upon the mutual benefits afforded each of the Parties.

B. Institution of Legal Actions/Attorney’s Fees: Any legal actions instituted pursuant to this Agreement must be filed in the County of Maricopa, State of Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other party for all costs and expenses of such action, including reasonable attorneys’ fees as may be fixed by the court.

C. Applicable Law: The laws of the State of Arizona will govern the interpretation and enforcement of this Agreement.

D. Rights and Remedies Are Cumulative: Except as otherwise expressly stated in this Agreement, the rights and remedies of the both Parties are cumulative, and the exercise by the either Party of one or more of such rights or remedies will not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default.

E. Notices, Demands, and Communications: All notices, demands, or other writings in this Agreement provided to be given, made, or sent by any party hereto to other Parties will be deemed to have been fully given, made, or sent when made in writing and personally delivered (which shall include delivering by recognized courier service, such as Fed Ex, United Parcel Service, and the like) or deposited in the United States mail postpaid, registered or certified, and addressed as follows:

If to PESD: Governing Board President
Phoenix Elementary School District #1
1817 N. Seventh Street
Phoenix, Arizona 85006

Copy to: Superintendent/Chief Executive Officer
Phoenix Elementary School District #1
1817 N. Seventh Street
Phoenix, Arizona 85006

If to UPSI: Chairperson of the Board of Directors
University Public Schools, Inc.
7004 East Union Avenue
Mesa, Arizona 85212

Copy to: Chief Executive Officer
University Public Schools, Inc.
300 East University Drive, Suite 210
Tempe, AZ 85282

Mailing Address: P.O. Box 878405
Tempe, AZ 85287-8405

The address to which any notice, demand, or other writing may be given, made or sent to any party may be changed by written notice as above provided.

F. Conflict of Interests: No member, official, or employee of UPSI or PESD may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law. All Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

G. Warranty Against Payment of Consideration for Agreement: UPSI warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, consultants, engineers, and attorneys.

H. Non-liability of Officials, Partners, and Employees: No member, official or employee of PESD will be personally liable to UPSI, or any successor in interest, in the event of any default or breach by PESD or for any amount which may become due to the UPSI or successor, or on any obligation under the terms of this Agreement.

I. E-verify, Records and Audits: To the extent applicable under A.R.S. § 41-4401, the Parties warrant their compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either Party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of the other Party to ensure that the other Party is complying with the
above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The Parties shall cooperate with the other party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

J. Sudan/Iran. The Parties hereby warrant, and represent to each other, that they do not have and during the term hereof will not have a "scrutinized business operation" in either Sudan or Iran as defined under A.R.S. § 35-391 et. seq.

K. No Waiver: Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies, including but not limited to rights and remedies existing at common law.

L. Severability: If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

M. Captions: The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

N. Entire Agreement, Waivers, and Amendments: This Agreement shall be executed triplicate, each of which is deemed to be an original. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the UPSI or PESD, and all amendments hereto must be in writing and signed by the appropriate authorities of the Parties hereto.

O. No Agency Created: Nothing contained in this Agreement creates any legal partnership, joint venture, or agency relationship between UPSI and PESD. No term or provision of this Agreement is intended to be for the benefit of any person, firm, organization, or corporation not a party hereto, and no other person, firm, organization, or corporation may have any right or cause of action hereunder.
P. Additional Documents: The Parties each agree to execute and deliver all documents and take all actions reasonably necessary to implement and enforce this Agreement.

Q. Governing Statutes: References are made in this Agreement to specific sections of the Arizona Revised Statutes. Any such references mean the statute in effect on the date of the execution of this Agreement and any subsequent renumbering or reordering of those provisions.

R. Equal Employment Opportunity: In connection with its performance hereunder, UPSI shall not discriminate against any worker, employee, or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, or disability nor otherwise commit an unfair employment practice.

S. No Assignment. UPSI shall not voluntarily or by operation of law assign or transfer UPSI’s interest in this Agreement without PESD’s prior written consent, which consent PESD shall be in PESD’s sole discretion. Any attempted assignment or transfer without PESD’s consent shall, at PESD’s election, be void. The consent of PESD to any one assignment or transfer shall not be deemed to be a consent to any subsequent assignment or transfer. UPSI shall pay PESD’s reasonable attorneys’ fees incurred in connection with UPSI’s request for PESD’s consent to an assignment or transfer, whether or not such consent is given.

T. Time is of the Essence. Time is of the essence of this Agreement and all of the covenants and obligations hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their respective representatives duly authorized to execute this document and bind their respective entities to the terms and obligations herein contained on the day and year first written above.

"PESD"

PHOENIX ELEMENTARY SCHOOL DISTRICT No. 1, a political subdivision of the State of Arizona

By: Myriam Roa
Its: Chief Executive Officer
Its: Superintendent

By: Ruth Ann Marston, Ph.D.
Its: Board President

"UPSI"

UNIVERSITY PUBLIC SCHOOLS, INC, a 501(c)(3) corporation

By: Beatriz Rendon Rendon
Its: Chief Executive Officer

By: George Dean
Its: Board Chairman
COLLABORATION AGREEMENT

between

PHOENIX ELEMENTARY SCHOOL DISTRICT #1

and

UNIVERSITY PUBLIC SCHOOLS, INC.

____________________, 2010
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FIRST AMENDED COLLABORATION AGREEMENT

THIS FIRST AMENDED COLLABORATION AGREEMENT, ("Agreement") is entered into as of the __ day of December, 2010 (the "Effective Date"), by and between Phoenix Elementary School District #1, ("PESD") of Maricopa County, Arizona, a political subdivision of the State of Arizona, and University Public Schools, Inc, ("UPSI"), an Arizona non-profit 501(c)(3) corporation (each of the foregoing being a "Party" and collectively being the "Parties" hereto).

I. RECITALS

A. PESD is an educational institution of pre-K-8 education established pursuant to the laws of the State of Arizona. PESD is engaged in providing comprehensive academic programs to the students it serves.

B. The improvement of education in the State of Arizona is of benefit to PESD in its contribution to the achievement of PESD's educational and community missions.

C. UPSI is an Arizona non-profit 501(c)(3) corporation formed to operate or consult with innovative pre-K-12 schools, including district schools and charter schools.

D. PESD and UPSI have a mutual interest in promoting the rigorous college preparation of students, leading to access and success in post-secondary education and careers. Moreover, PESD and UPSI have a mutual interest in creating assets for local public schools and districts to showcase effective academic programs, adult and peer mentoring and tutoring of students, research on school programs and reform efforts, teacher preparation and development, and scale-out of innovations to other settings.

E. This Agreement describes many important components of the collaboration between PESD and UPSI. PESD and UPSI acknowledge that their respective educational innovation enterprises are evolving. Accordingly, it is the intent of this Agreement that the Parties will continue in good faith to explore other ways in which PESD and UPSI can collaborate to mutual advantage and for the purposes described herein.

F. UPSI holds a Charter sponsored by the Arizona State Board for Charter Schools authorizing UPSI to operate a public charter school.

G. PESD desires to obtain certain services from UPSI related to its educational mission, including but not limited to the implementation of various innovations in teaching methods, teacher training methods, curriculum, school administration, professional development and educational research; and

H. UPSI desires to obtain certain services from PESD related to its educational purpose, including but not limited to the participation of PESD faculty and staff in implementing various innovations including but not limited to teaching methods, teacher preparation, curriculum and educational research.
I. PESD finds that collaborating with UPSI to provide services to students promotes the educational function of PESD and finds that UPSI's mission is also to promote the education function of the PESD.

In consideration for their respective covenants, undertakings, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

II. DEFINITIONS

A. "Agreement" means this Collaboration Agreement between Phoenix Elementary School District #1 and University Public Schools, Inc.

B. "Annual Fee" means the annual fee to be paid by UPSI to PESD pursuant to Paragraph VII of this Agreement and as further defined in that paragraph.

C. "ASU" means Arizona State University, a public research university in the County of Maricopa, Arizona


E. "Best Efforts" means, as a Party hereto, an undertaking by such Party to perform or satisfy an obligation or duty or otherwise act in a manner reasonably calculated to obtain the intended result by action or expenditure not disproportionate or unduly burdensome under the circumstances. Best Efforts does not mean that a Party will be required to institute litigation or arbitration as part of its best efforts.

F. "Charter" means the Charter issued by the ASBCS and held by UPSI to operate charter schools including but not limited to the School located at the Facility.

G. "Proprietary Information" means all proprietary or confidential information that relates to or is used in connection with the business and affairs of a Party, that is provided by a Party to the other Party, including written material, information and programs in a computer and information in any other medium, including but not limited to information disclosed orally. A Party shall be obligated to identify its Proprietary Information. Proprietary Information shall exclude any information that, other than as a result of the wrongful act or omission of the recipient Party, including any breach of an obligation of confidentiality, the recipient Party can prove through reasonable documentary evidence: (a) was already lawfully known (without restriction on disclosure) to the person to whom it is disclosed, (b) has become a matter of public record or public knowledge, (c) has been published in any medium for public distribution, or (d) is required to be disclosed, but only to the extent required, by court order or pursuant to any applicable law, provided that the recipient Party first notifies the disclosing Party so that the disclosing Party may have reasonable opportunity to obtain protection against disclosure.
H. "Facility" means the property located at 735 E. Fillmore in Phoenix, Arizona, currently housing the Phoenix Preparatory Academy, including all grounds and parking.

I. "Party" means a party to this Collaboration Agreement, i.e., PESD or UPSI.

J. "PESD" means the Phoenix Elementary School District #1, a political subdivision of the State of Arizona.

K. "PESD Governing Board" means the Governing Board of PESD.

L. "School" means the charter school to be established and operated at the Facility pursuant to the Charter issued by the ASBCS and held by UPSI. The School is tentatively named Phoenix University School.

M. "Short Term Facility Use" means the use by a third party in the community (not PESD or UPSI) of the Facility either before or after school hours, on weekends, or during school hours for a period not to exceed seventy-two (72) consecutive hours.

N. "Transitional Year" Means the first year of the initial term of the Agreement starting July 1, 2009 and ending June 30, 2010

O. "UPSI" means University Public Schools, Inc., an Arizona non-profit 501(c)(3) corporation.

P. "UPSI Board" means the UPSI Corporate Board of Directors.

Q. "UPSI Governing Board" is a separate standing committee of the UPSI Board, including representatives of each charter school operated by UPSI, and which make recommendations regarding the operation of the UPSI charter schools to the UPSI Board.

III. PURPOSE

The purpose of this Agreement is to define the terms and conditions of the collaboration between PESD and UPSI, which is established for the following purposes: 1) to improve the public education to be offered to the community of students who are residents of PESD; 2) to allow the establishment of a charter school at the PESD owned Facility to provide education to the residents of PESD and to other students who enroll; 3) to establish an efficient use of the Facility in the pursuit of the educational purpose of both Parties; and 4) to partner together to conduct research and demonstrate the effectiveness of the approach to be taken by UPSI in educating the residents of PESD.
IV. NARRATIVE

OVERVIEW: The University Public School Phoenix represents a new and unique partnership that will be dedicated to improving student achievement in the Phoenix Elementary School District #1 and across the state of Arizona. It will serve as a national model of an effective means by which school districts, charter schools and universities can partner in providing real-time research that will be beneficial to the improvement of student achievement. University Public School Phoenix will be located in facilities owned by the Phoenix Elementary School District in the central urban corridor of Phoenix, Arizona. University Public Schools, Inc. will operate University Public School Phoenix in partnership with Phoenix Elementary School District #1 and Arizona State University, providing an additional choice for parents and students within the District and community.

PARTIES: The parties involved in the Partnership include the Phoenix Elementary School District #1, Arizona State University and University Public Schools, Inc.

*Phoenix Elementary School District #1* (District) is steeped in heritage and tradition in the heart of Phoenix and is dedicated to the total development of every preschool through eighth grade student enrolled by setting high expectations for each child, fostering academic leadership and providing choice for parents and students among its Signature Schools. The District has provided leadership within the educational community since 1871 when it was established as the first public school district in Arizona.

*Arizona State University* (ASU) is a public state university advancing a new model for higher education - one that is inclusive, pursues research for the public good, and shares responsibility for the economic, social and cultural vitality of our community. The most effective way for ASU to apply its research and expertise towards systemic solutions for the education system is to collaborate with the community and education stakeholders to identify, develop, and scale innovative, research-based educational models.

*University Public Schools, Inc.*, (UPSI) is a non-profit 501(c)(3) organization that works in collaboration with ASU to increase Arizona student achievement through innovation in public schools. UPSI operates kindergarten through grade 8 and plans on adding high school in the fall of 2010, working in partnership with select school districts, community partners and educational service providers for the purpose of delivering an innovative curriculum and learning environment.

CENTER OF EDUCATIONAL INNOVATION: The University Public School Phoenix (School) will be a Center of Educational Innovation within the UPSI Network providing the setting for the development, implementation, research and assessment of new innovations and best practices. The School will provide premier education for the students enrolled and serve as a research center where these innovations and best practices can undergo research without interruption in a real-time setting reflecting the population of the community in which it is located. The District will participate in the research giving them first opportunity to take advantage of those innovations and best practices across the District's Signature Schools.
**SHARED GOVERNANCE:** The success of the School is dependent upon the shared governance and active leadership by the District and UPSI. The District will have representation on the UPSI Governing Board. The District’s participation at these levels of the organization is critical for guiding the future growth of UPSI. The District will have two seats on the University Public School Phoenix’s School Council that meets monthly and works with the principals in the areas of personnel, finance and oversight of the academic program. An annual report will be provided to the District School Board in May of each school year.

**SHARED LEADERSHIP:** The District’s Superintendent and the UPSI Chief Executive Officer will meet regularly to review the progress of the School and address any concerns, and the District’s Superintendent will be invited to participate in the selection of key UPSI staff, whenever practicable. The District School Board will be represented on the School Council and receive updates from the superintendent and reports from the School as requested.

**SHARED STAFF DEVELOPMENT:** The District and UPSI are committed to partnering in the ongoing staff development in the District and School. The District and UPSI will act in good faith to invite each other to professional development activities and coordinate schedules whenever practicable. UPSI may also house the programs implementing the staff development at the site, allowing immediate access by District faculty and the opportunity to increase student teachers and prospective teachers for the District.

**SHARED FACILITIES:** UPSI pays consideration to the District for use of the facilities in which the School is housed. The facilities represent a significant financial investment by the district and are the location for many community events. UPSI will recognize the significance these facilities play in the mission of the District and the involvement of the community. UPSI will be dedicated to working with the District in providing the opportunity for the District and community to continue the use of the facilities provided that use of the facility does not interrupt implementation of UPSI’s instructional program.

The auditorium will continue to be available to the District and community. The community events that are scheduled annually will be coordinated with UPSI. The District and UPSI will implement a mutually agreed on schedule for using the auditorium by August 1 of every year. If the District requires a change, the District shall submit change requests within 30 days of the anticipated use. UPSI will make every reasonable effort to accommodate the request.

All of the facilities will be available to the District without additional costs outside of the District’s proportionate share of the utilities. During the first year there may be space that is not being used by UPSI. This space will be used for the high school starting the third year. UPSI will not enter into a lease or rent the space not used by UPSI to any other entity without prior approval by PESD.

**SHARED SERVICES:** Services will be shared for the operation of the School and needs of the District. Services such as transportation, food services and janitorial services may be provided to the School by the District. Services such as research, printing, special education and staff development may be provided by UPSI to the District.
GRANTS AND DONATIONS: The partnership will bring many opportunities for the District to partner with UPSI, ASU and other foundations and organizations to develop and implement grants on a major scale. This partnership represents a model of collaboration that may national foundations and corporate entities are looking to fund.

CURRICULUM AND CONFIGURATION: The School will implement a project-based, student centered curriculum. Teachers will be mentored during their school day, and team teach a curriculum that will be tailored for each student in collaboration with their parents who meet with the teachers to plan and review their child’s Individual Learning Plan. As approved by the District Board, the school will serve grades K-8 in 2008-09 and add a grade level at the high school beginning in 2011-2012 each year thereafter until it serves K-12 in the 2014-15 school year.

NARRATIVE SUMMARY: The partnership represented by the University Public School Phoenix is critical to the improvement of student achievement in the district, state and nation. While the partnership in and of itself represents a model that can be effective in providing research that will attract national interest, the innovations and best practices proven worthy by the research will be its greatest benefit to improving student achievement. The School is located within a under resourced area with a high percentage of Latino non-English speaking students.

V. TERM

A. INITIAL TERM

THE TERM OF THIS AGREEMENT IS FOR A FIVE (5) YEAR PERIOD THAT COMMENCED ON JULY 1, 2009.

B. POTENTIAL RENEWALS

PESD AND UPSI MAY ELECT TO RENEW THIS AGREEMENT FOR TWO (2) SUCCESSIVE FIVE YEAR TERMS. THE PARTIES WILL CONSIDER THE RENEWAL OF THE AGREEMENT IN DECEMBER OF THE THIRD YEAR OF EACH TERM FOR WHICH THE AGREEMENT IN RENEWED, BEGINNING IN DECEMBER 2012.

VI. AUTHORITY

A. UPSI Authority.

1. UPSI is duly organized, validly existing and in good standing as an Arizona non-profit corporation. UPSI has all requisite corporate power and authority under applicable law and its organizational documents to enter into, execute, and perform this Agreement in accordance with its terms.

2. UPSI operates in affiliation with Arizona State University ("ASU") pursuant to the Services and Affiliation Agreement between the Arizona
Board of Regents for and on behalf of ASU and UPSI dated on or about July 17, 2008 ("ASU Affiliation Agreement"). UPSI expressly agrees that it will operate the School in accordance with the ASU Affiliation Agreement.

3. The School shall be operated as a charter school by UPSI. UPSI has sole responsibility for the School’s financial, legal, academic and facility operations.

4. UPSI holds a Charter approved by the ASBCS in January 2008.

5. The School shall be operated as a school site operated under the Charter held by UPSI.

6. All local, state and federal aid for students enrolled at the School will be assigned to UPSI based upon the student count and the average daily membership received, as well as from any other legal funding sources.

7. UPSI has authority to enter into this Agreement pursuant to A.R.S. § 15-183(H).

8. The execution and delivery by UPSI of this Agreement and the performance by UPSI of its obligations hereunder will not violate any laws, regulations or the organizational documents governing UPSI’s functions and operations, or any judgment, award, decree, contract, agreement or other instrument to which UPSI is a Party, or conflict with or result in a breach of or constitute (with due notice or lapse of time or both) a default under any of the same.

9. No approval, authorization, consent, order, or action or filing with any court or governmental body is required for the due and lawful execution and delivery by UPSI of this Agreement, or (except for customary licenses, permits, authorizations, or other approvals the need for which may arise in the ordinary course of performance hereof) for UPSI’s due performance of its obligations hereunder.

B. PESD Authority

1. PESD is duly organized, validly existing and in good standing as political subdivision of the State of Arizona. PESD has all requisite power and authority under applicable law to enter into, execute, and perform this Agreement in accordance with its terms.

2. PESD has authority to enter into the Agreement pursuant to A.R.S. § 15-341(4) and A.R.S. § 15-342 (13).
3. The execution and delivery by PESD of this Agreement and the performance by PESD of its obligations hereunder will not violate any laws, regulations or governing documents under which PESD functions or operates, or any judgment, award, decree, contract, agreement or other instrument to which PESD is a Party, or conflict with or result in a breach of or constitute (with due notice or lapse of time or both) a default under any of the same.

4. No approval, authorization, consent, order, or action or filing with any court or governmental body is required for the due and lawful execution and delivery by PESD of this Agreement, or (except for customary licenses, permits, authorizations, or other approvals the need for which may arise in the ordinary course of performance hereof) for PESD’s due performance of its obligations hereunder.

VII. GOVERNANCE

UPSI is responsible for the governance of the School. It is the desire of UPSI to partner with PESD in the governance as defined in this section. UPSI will use Best Efforts to coordinate the operation of the School with PESD and to inform PESD of its operations and efforts.

A. UPSI Corporate Board of Directors

The UPSI Board is responsible for the overall operation of the schools operated by UPSI. Its membership is comprised of two directors appointed by Arizona State University, two directors appointed by the ASU Foundation and three directors appointed at-large by the UPSI Board. Its responsibilities include the overall supervision of the charter schools run by UPSI, including the School.

B. Chief Executive Officer

The Executive Associate Vice President, Educational Outreach and Student Services, Arizona State University/Chief Executive Officer (“Chief Executive Officer”) of UPSI, appointed by the UPSI Board and is responsible for the overall operation of UPSI. The Chief Executive Officer works with the UPSI Board and with the principals concerning the operation of the respective schools.

The responsibilities of the Chief Executive Officer include:

1. Reporting to the UPSI Board of Directors;

2. Directing overall operation of School;

3. Appointing and supervising School personnel;

4. Recommending to the UPSI Board personnel actions regarding School personnel;
5. Overseeing financial operations;
6. Directing strategic planning;
7. Submitting state and federal reports;
8. Leading academic performance of schools;
9. Signing all legal documents and agreements on behalf of UPSI;
10. Advancing the recommendations of the respective school council to the UPSI Board; and
11. Such other acts as may be assigned or authorized by the UPSI Board or ASU.

C. School Council

The School Council is a subcommittee of the UPSI Board and meets monthly. The School Council is responsible for the operation of the School. The School Council will make recommendations to the UPSI Board for its approval regarding the operation and management of the School.

The Members of the School Council are as follows: two members are nominated by PESD; three members are nominated by UPSI. The UPSI Board must approve the nominees it designates to the School Council; PESD’s Governing Board must approve the nominees it designates to the School Council.

The responsibilities of the School Council include:

1. Working with the Executive Director or designee regarding the operation of the School;
2. Recommending the annual School budget;
3. Reviewing annual financial audits;
4. Approving monthly financial reports;
5. Recommending teachers, support staff and other personnel at the School for employment by UPSI;
6. Conducting student discipline hearings pursuant to School policy;
7. Reporting to the UPSI Board regarding the financial accounting of the School; and
8. Reporting to the UPSI Board regarding the operations of the School.

D. School Improvement Team

The School will establish a School Improvement Team (SIT) annually. Parent, teacher and support staff membership will be determined through a lottery. The SIT will work with the principals to identify and implement means by which the school environment, student learning, extra curricular activities, parent participation and community support can be improved to better meet the needs of the School. The membership of the SIT will be established pursuant to policies adopted by UPSI.

E. Representation

UPSI and PESD will make every effort to include representation from the other Party on administrative committees conducted by such other Party. The District’s Superintendent and the UPSI Chief Executive Officer will meet regularly to review the progress of the School and address any concerns, and the District’s Superintendent will be invited to participate in the selection of key UPSI staff, whenever practicable.

1. The UPSI Chief Executive Officer and PESD Superintendent will meet regularly to collaborate on the operation of the School and the scaling of innovations and best practices for the School.

2. The PESD Superintendent will serve as a representative of the School on standing committees established by the UPSI Board, including but not limited to the current UPSI Governing Board.

3. Representatives from the School and PESD may serve on the other’s committees.

VIII. ANNUAL FEE

For so long as UPSI operates the School at the Facility, UPSI agrees to pay PESD the following fee (the “Annual Fee”):

A. UPSI will annually pay PESD the greater of (1) ten percent (10%) of monies received from the state and local government based upon average daily membership for the School’s student count as defined in A.R.S. § 15-901, or (2) $200,000.

B. The Annual Fee shall be paid in semi-annual installments by January 30th and by June 30th of each fiscal year. The Annual Fee shall be reconciled as soon as possible after the 40th day and 100th day student count.
C. UPSI and PESD agree to actively pursue individuals and foundation, state, federal and other sources for grants and donations to share in the development and implementation of the programs funded. Any such funding received shall be distributed to UPSI, who shall account for it to PESD in financial reports as required under this Agreement and upon request by PESD. PESD shall not be entitled to a percentage of any funds received from state or federal grants or donations.

D. UPSI shall account for any federal funds received and used for student programs at the School, including but not limited to funds distributed pursuant to the federal stimulus package adopted in 2009 and Title I funds. PESD shall not be entitled to a percentage of any such federal funds distributed to UPSI.

IX. ACCOUNTABILITY

A. As long as this Agreement is in effect, UPSI shall provide PESD, not less often than annually, the following information:

1. UPSI’s most recent IRS Form 990, Return of Organization Exempt from Taxation, which shall also be publicly available.

2. After the end of each fiscal year, UPSI will prepare and submit to PESD an annual report describing UPSI’s activities and transactions during that fiscal year at the School, setting forth accomplishments and measuring performance with goals and priorities.

3. A budget for UPSI’s operations and a description of proposed activities for the coming year.

4. UPSI’s current financial policies, procedures and controls.

B. PESD shall have the right to audit all records, financial and otherwise, of UPSI for the School to assure that any funds, resources and services provided by PESD are expended for the ultimate benefit of PESD and are expended by UPSI for purposes consistent with the terms of this Agreement. For the term of the Agreement and for three years thereafter, UPSI shall maintain all books, accounts, reports, files and other records related to this Agreement. UPSI agrees that such records are subject at all reasonable times to inspection and audit by PESD, and all State and Federal regulators (including the Internal Revenue Service). This provision shall survive termination or expiration of this Agreement.

C. Prior to November 1st of each year, in accordance with the requirements of A.R.S. § 35-181.03, UPSI shall complete an audit and audit report for the immediately preceding fiscal year. Such audit and audit report must be performed and prepared by an independent certified public accountant. UPSI shall provide a complete copy of the Annual Audit Report required under A.R.S. § 35-181.03 for the preceding fiscal year to PESD.
X. CONTRACTED SERVICES

A. Services to Be Provided by PESD

UPI will identify services it will outsource regarding the operation of the School. UPI will initially seek to obtain such services from PESD. Should the costs of these services provided by PESD be prohibitive, UPI will seek alternative vendors/contractors for such services. If services are provided by vendors/contractors other than PESD, UPI assures that the standards for such services will meet or exceed those standards and specifications required by the PESD.

The following are examples of services that may be contracted from PESD by UPI: food services, transportation services, janitorial services, and maintenance and grounds services.

B. Services to Be Provided by UPSI

PESD may also identify services it seeks to obtain through a contract with UPSI, subject to applicable procurement procedures. Such services may include: special education services, professional development services, printing services, and research and evaluation services.

XI. SHORT TERM FACILITY USE

A. The Facility is owned by PESD. PESD agrees to allow UPSI to use the Facility to operate the School subject to the terms and conditions set forth in this Agreement. UPSI acknowledges and agrees that PESD retains the authority to use any and all Facility space that is not needed by UPSI to conduct school operations, expressly subject to the provisions of this Paragraph XI.

B. PESD agrees that UPSI will have priority to use the Facility for School operations and that the Parties will meet on a fiscal year/school year annual basis to determine UPSI’s expected Facility use needs. Upon agreement on the Facility use needs, the Parties will approve in writing a depiction of the Facility noting which areas are agreed to be for School operations and which are retained by PESD for its use on the respective dates. PESD may not enter into a third party lease agreement for the remainder of the Facility prior to obtaining the express written permission of UPSI.

C. PESD agrees that UPSI may permit Short Term Facility Use in those portions of the Facility that are not used by PESD, subject to UPSI’s procedures and policies regarding the same. UPSI may charge a fee for such Short Term Facility Use.

D. UPSI is required to comply with all applicable restrictions imposed by the issuances of PESD’s bonds, by state or federal law, or as controlled by non-profit 501(c)(3) regulations with respect to any future use agreements for the Facility.
E. UPSI will honor all Short Term Facility Use agreements currently approved by PESD for the fiscal year beginning July 1, 2009 for the use of the Facility by third parties. PESD will deliver to UPSI all such use agreements on or before May 30 of every year whenever practicable. UPSI will be allowed to retain any fees or income from such use agreements. UPSI will then have the right to determine whether to continue such Short Term Facility Use agreements for subsequent fiscal year.

F. UPSI expressly grants PESD priority use of the appropriate portions of the Facility for community or PESD events planned by PESD, such as graduation and teacher in services provided that these activities do not interfere with UPSI’s instructional program. This includes but is not limited to priority use of the Facility’s auditorium, cafeteria, gymnasium, playground and fields.

G. Any use of the Facility by a third party other than a Short Term Facility Use must be approved in writing by both Parties prior to such use. Examples requiring written permission would include but not be limited to a use for more than seventy-two (72) consecutive hours or an ongoing commitment such as a night class.

H. To the extent permissible by law, UPSI and PESD will not charge any fees for use of each other’s facilities other than the Annual Fee contained in this Agreement and the proportionate share of utilities, as such mutual use is intended to be part of the consideration under this Agreement.

XII. OPERATIONS

A. Students

1. UPSI agrees to use Best Efforts to recruit and serve the students who are residents of PESD.

2. PESD and UPSI will provide student information when reasonably requested by the other, subject to the restrictions of the Family Education Rights and Privacy Act. A data agreement and FERPA permission form may be used to facilitate the exchange of student level data.

3. Discipline of students and employees shall be the sole responsibility of UPSI. UPSI shall consider any information provided by PESD that is relevant to any potential discipline.
B. Employees

1. All employees, including, but not limited to, teachers, bus drivers, aides, local administrators, support staff or any other person hired by UPSI to provide services pursuant to this Agreement, shall be considered the employee of UPSI for purposes of salary, benefits, and workers' compensation and liability.

2. Teachers leaving PESD to be employed by UPSI at the School may return to PESD within three years in accordance with A.R.S. § 15-187.

3. PESD and UPSI will share employee information when reasonably requested by the other Party and as permitted by law.

C. Grade Levels Served.

UPSI will serve grades K-12 in 2010-2011. Beginning in 2011-2012, UPSI will add a grade level to serve high school students each year thereafter until it serves K-12 in the 2014-2015 school year. It is recommended that the Secondary Experience Committee review and issue recommendations for any proposed changes to the anticipated grade levels to be served.

D. Adherence to Applicable Regulations

1. Both Parties agree to comply with all applicable State and Federal laws and regulations governing the School operations.

2. UPSI shall not be required to adhere to the policies adopted by the PESD Governing Board regarding the operation of the School.

3. UPSI shall be required to adhere to the restrictions regarding Facility use as established in this Agreement in Paragraphs XX and XXI. UPSI shall comply with all PESD Governing Board Policies concerning use of the Facility, including but not limited to Governing Board Policies EBC re Emergencies, ECAC re Vandalism, ECB re Building and Grounds Maintenance, EDB re Maintenance and Control of Materials and Equipment, EDC re Authorized Use of School Owned Materials and Equipment, JICB re Care of School Property by Students, KFA re Public Conduct on School Property, KFAA re Smoking on School Premises at Public Functions and KH re Public Sales on School Property.

4. UPSI shall process all complaints received from students, parents, or members of the public pursuant to its Policy KE and accompanying regulation regarding public concerns and complaints.
XIII. FURNITURE, FIXTURES AND EQUIPMENT

A. PESD will inventory all furniture, fixtures and equipment housed in the School. This shall not include textbooks and instructional aids/materials.

B. At the request of UPSI, furniture, fixtures and equipment owned by PESD and located at the Facility at the time of the initial occupation of UPSI will remain at the Facility for the Transitional Year. UPSI will be responsible for the maintenance and repair of all such furniture, fixtures and equipment owned by PESD located at the Facility.

C. UPSI agrees to replace, lease or purchase all furniture, fixtures and equipment owned by PESD which remains at the Facility after July 1, 2010.

D. PESD agrees to remove all furniture, fixtures and equipment owned by PESD in a timely manner if requested by UPSI after the Transitional Year. If space permits, UPSI agrees and commits to allow PESD to use the Facility to store the furniture, fixtures and equipment.

XIV. INTELLECTUAL PROPERTY

UPSI and PESD agree that neither Party will pursue or require copyright or intellectual property rights of any innovation or best practice developed and/or implemented in the School. To the extent that the Parties develop intellectual property rights in any innovation or best practice arising out of the School operations, the Parties agree to use Best Efforts to arrive at a mutual agreement regarding the acknowledgment of credit, marketing and sharing of profits of such intellectual property rights, to the extent permitted by law.

XV. COORDINATION IN FUNDRAISING AND MARKETING

PESD and UPSI agree to use Best Efforts to coordinate and share in the implementation of all marketing for the School and marketing of programs that have an impact on the School; including but not limited to the approval of a Party to marketing or promotional materials prepared by the other Party that pertain to the arrangement contemplated under this Agreement. Each Party shall be responsible for the cost of its own marketing efforts, unless the Parties otherwise agree.

XVI. INDEMNIFICATION

A. To the extent permitted by law, each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the
indemnitor, its officers, officials, agents, employees, or volunteers. This provision shall survive termination or expiration of this Agreement.

B. To the extent permitted by law, and in addition to any other obligations of UPSI hereunder, including the obligations of UPSI to provide insurance as set forth in Paragraph XVI of this Agreement, UPSI shall indemnify and hold PESD, its board members, officers, agents and employees, and the respective heirs, successors, personal representatives and assigns of such board members, officers, agents and employees (collectively “PESD Indemnites”) harmless for, from and against any and all claims, debts, demands, liabilities, causes of action, costs or expenses arising from UPSI’s use of the Facility, or from any activity, work or things done, permitted or suffered by UPSI in or about the Facility, and shall further indemnify and hold the PESD Indemnites harmless for, from and against any and all claims, debts, demands, liabilities, causes of action, costs or expenses arising from any breach or default in the performance of any obligation on UPSI’s part to be performed under the terms of this Agreement, or arising from any act or omission of UPSI, or any of UPSI’s agents, contractors, employees or licensees, and for, from, and against all costs, attorneys’ fees, expenses and liabilities incurred in the defense of any such claim or any action or proceedings brought thereon. In case any action or proceedings is brought against PESD (or any other PESD Indemnitee) by reason of any such claim, UPSI, upon notice from PESD (or any other PESD Indemnitee), shall defend the same at UPSI’s expense by counsel satisfactory to PESD. UPSI, as a material part of the consideration to PESD for PESD’s execution of this Agreement, hereby assumes all risk of damage to property or injury to persons in, upon or about the Facility arising from any cause whatsoever and waives all claims in respect thereof against PESD and any other PESD Indemnitee. This provision shall survive the termination of this Agreement.

C. To the extent permitted by law, and in addition to any other obligations of PESD hereunder, including the obligations of PESD to provide insurance as set forth in Paragraph XVI of this Agreement, PESD shall indemnify and hold UPSI, its board members, officers, agents and employees, and the respective heirs, successors, personal representatives and assigns of such board members, officers, agents and employees (collectively “UPSI Indemnites”) harmless for, from and against any and all claims, debts, demands, liabilities, causes of action, costs or expenses arising from PESD’s use of the Facility, or from any activity, work or things done, permitted or suffered by PESD in or about the Facility, and shall further indemnify and hold the UPSI Indemnites harmless for, from and against any and all claims, debts, demands, liabilities, causes of action, costs or expenses arising from any breach or default in the performance of any obligation on PESD’s part to be performed under the terms of this Agreement, or arising from any act or omission of PESD, or any of PESD’s agents, contractors, employees or licensees, and for, from, and against all costs, attorneys’ fees, expenses and liabilities incurred in the defense of any such claim or any action or proceedings brought thereon. In case any action or proceedings is brought against UPSI (or
any other UPSI Indemnitee) by reason of any such claim, PESD, upon notice from UPSI (or any other UPSI Indemnitee), shall defend the same at PESD’s expense by counsel satisfactory to UPSI. PESD, as a material part of the consideration to UPSI for UPSI’s execution of this Agreement, hereby assumes all risk of damage to property or injury to persons in, upon or about the Facility arising from any cause whatsoever and waives all claims in respect thereof against UPSI and any other UPSI Indemnitee. This provision shall survive the termination of this Agreement.

XVII. INSURANCE

Each Party shall maintain during the term of this Agreement insurance policies by companies licensed in Arizona with a current A.M. Best rating of A:VII or better. At the signing of this Agreement, each Party shall furnish the other with certificates of insurance evidencing the required coverages, conditions, and limits required by this Agreement. The insurance policies, except Worker’s Compensation, shall be endorsed to name the other Party, its agents, officers, employees, and volunteers as additional insureds. In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend for two years past expiration of this Agreement and must be evidenced by annual certificates of insurance. Each Party’s insurance must be primary, and any insurance or self-insurance maintained by the other Party shall not contribute to it. Insurance coverage required under this Agreement includes:

- **Commercial General Liability** insurance with a limit of not less than $1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this Agreement.

- **Fire, Extended Coverage, and Vandalism and Malicious Mischief** perils as to each Party’s personal property and fixtures in an amount not less than ninety percent (90%) of the full replacement cost of such property.

- **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to a Party’s owned, hired, and non-owned vehicles.

- **Workers’ Compensation** insurance with limits statutorily required by any Federal or state law.

- **Employer’s Liability** insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

Upon request, each Party shall provide to the other written documentation evidencing such insurance coverage. Failure on the part of either Party to meet these requirements shall constitute a material breach of contract and a basis for termination of this Agreement. The Parties each hereby waive any and all rights of recovery against the other, or against the board members, officers, employees, agents and representatives of the other, for loss of or damage to such waiving Party or its property or the property of the other under its control to the extent that such loss or damage is insured against or under any insurance policy in force at the time of such loss or damage. Each Party shall, upon obtaining the policies of insurance required hereunder,
give notice to its insurance carrier or carriers that the foregoing waiver is contained in this Agreement.

XVIII. PROPRIETARY INFORMATION

During the term of this Agreement, PESD may become privy to Proprietary Information of UPSI related to UPSI’s plans and/or strategy for establishing other schools under its Charter and its discussions with other public school districts with respect to such plans. PESD agrees that all such Proprietary Information and all copies and modifications thereof are the property of UPSI; that Proprietary Information constitutes valuable assets and trade secrets of UPSI; and that during and after the Term, PESD shall not disclose such Proprietary Information except as required by applicable state or federal law or by order of court (in which case PESD shall provide prompt prior notice to UPSI) or as necessary to perform its obligations or exercise its rights under this Agreement. Upon the termination of this Agreement, PESD will promptly return (or if instructed by UPSI) destroy such Proprietary Information of UPSI.

XIX. TERM AND TERMINATION OF AGREEMENT

A. The Agreement may be terminated prior to the end of the initial term or any subsequent renewal term if there is a lack of an appropriation of funding, Event of Default by either Party as defined in Paragraph XIX of this Agreement, or by mutual consent of both UPSI and PESD.

B. Every payment obligation of UPSI or PESD under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which the funds are available. No liability shall accrue to either Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

C. In the event of a mutual termination both PESD and UPSI, the Parties must agree in writing by December 31st of the school year in which the Agreement will be terminated.

D. This Agreement may be terminated for insolvency of UPSI by PESD as described in Paragraph XIX.

E. Should UPSI and ASU terminate the ASU Affiliation Agreement, PESD may terminate this Agreement by providing notice four (4) months prior to the end of the school year in which the Agreement will be terminated.

F. This Agreement may be terminated by either Party for the failure of the other Party to maintain the insurance required under Paragraph XVI.
G. All Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

H. The Parties agree that each Party is the sole owner of the equipment that it provides to operate the program. Upon termination of this Agreement, all equipment which belongs to UPSI shall remain the property of UPSI and UPSI shall remove the equipment from the PESD’s premises. All property of the PESD shall remain PESD’s property and shall remain on site.

I. In addition to any rights of termination or any other remedies in this Agreement, PESD shall have the right to collect any outstanding Annual Fee amounts from UPSI, together with interest on such outstanding Annual Fee at ten percent (10%) per annum.

XX. EVENT OF DEFAULT OR INSOLVENCY

A. The existence or occurrence of any one or more of the following events during the Term shall constitute an event of default (each an “Event of Default”) under this Agreement:

1. UPSI’s failure to pay the Annual Fee or any other amounts due under this Agreement within fifteen (15) days of it being due.

2. The failure by either Party to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by that Party, other than the payment of the Annual Fee, where such failure continues for a period of ten (10) days after written notice thereof from the complying Party to the non-complying Party; provided, however, that if the nature of a default is such that is capable of being cured but more than ten (10) days are reasonably required for its cure, then the non-complying Party shall not be deemed to be in default if that Party commences such cure within the ten (10) day period and thereafter diligently prosecutes such cure to completion within thirty (30) days.

B. Upon the occurrence of any Event of Default, either Party shall have the right to specific performance of the other Party’s obligations hereunder. The Party may also invoke the right to terminate this Agreement.

C. If during the term of this Agreement any receiver or trustee is appointed in receipt of UPSI’s property, or in the event UPSI shall be adjudged a bankrupt, then and in such event, this Agreement may be terminated at the option of PESD, effective the day prior to any such action or filing. In addition, any such event shall be deemed an Event of Default hereunder entitling PESD to the remedies permitted in this Agreement.
XXI. FACILITY USE TERMS

A. Condition of Facility. UPSI acknowledges and agrees that, except as otherwise expressly provided in this Agreement and notwithstanding the indemnity provisions in Paragraph XV, UPSI is obtaining the right to use the Facility in its "AS IS" CONDITION, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Without limiting the generality of the foregoing, except as expressly set forth in this Agreement, neither PESD nor any agents, representatives, or employees of PESD have made (nor is UPSI relying on) any representations or warranties, direct or indirect, oral or written, statutory, express or implied, to UPSI or any agents, representatives, or employees of UPSI with respect to: (1) the physical condition of the Facility or the condition or safety of the Facility or any component thereof, including, but not limited to, plumbing, sewer, heating, ventilating and electrical systems, roofing, air conditioning, foundations (2) the quality of construction, condition or structural soundness of any improvements; (3) compliance of the Facility with applicable statutes, laws, codes, ordinances, regulations or requirements, zoning, subdivision, planning, building, fire, safety, disabled persons, health or environmental matters; and (4) the availability of utilities, including phone and data usage, of the types and in the amounts required by UPSI. UPSI acknowledges that, prior to the execution of this Agreement, UPSI has inspected the Facility to the extent desired by UPSI and has satisfied itself with respect to the matters set forth above.

B. Taxes. PESD is an exempt entity for the purposes of real property taxes. To the extent the use of the Facility by UPSI causes any taxes, whether for real property, personal property, transactional or otherwise, to be incurred, UPSI shall be solely responsible for payment of such taxes before delinquent.

C. Operation Costs. UPSI is responsible for the operation costs of the Facility including utilities, maintenance and repair due to normal wear and tear during the term of the Agreement, except as may otherwise be provided in this Agreement.

D. Use of Facility. UPSI shall use the Facility solely for use as a charter school. UPSI further agrees that it will not use or permit any other person or persons to use the Facility for any purpose in violation of the laws, ordinances, regulations or requirements now in effect or from time-to-time enacted by any governing body. UPSI agrees not to use the Facility in any manner that will increase the rate of any fire or other insurance coverage on the Facility. UPSI shall, at UPSI’s sole cost and expense, comply with all present and future laws, ordinances, orders, declarations of covenants and restrictions, rules, regulations and requirements of all federal, state, county and municipal governments, courts, departments, commissions, boards and officers, and any national or local board of fire underwriters or any other body exercising functions similar to those of any of the
foregoing, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the use or occupancy of the Facility.

E. **PESD Maintenance.** PESD shall keep the foundations, exterior walls, HVAC system(s), parking and structural elements of the Facility in good condition and repair. Except as expressly set forth in the preceding sentence, PESD shall have no obligation to maintain, repair, replace or service the Facility or any portion or component thereof.

F. **UPSI Maintenance.** UPSI shall make, keep and maintain the Facility in a clean, neat and sanitary condition and shall, at its sole cost, make all repairs and replacements to the Facility not required above to be made by PESD as the need for such repairs or replacements arises. The foregoing obligations of UPSI to maintain, repair and replace shall apply to (but not be limited to) all interior walls of the Facility (unless structural in nature) and all glass. UPSI, at its sole cost, shall make any repairs, replacements or installations to or on the Facility as may be required by any laws, rules and regulations (now or hereafter existing) of any governmental agencies or authorities for the use of the Facility by UPSI. Notwithstanding the foregoing, UPSI shall not replace any item or component of or on the Facility where the cost thereof is reasonably estimated to be more than $5,000.00 without PESD’s prior written consent, which shall not be unreasonably withheld. If UPSI fails to perform its obligations under this subparagraph (E), PESD may, at its option, enter the Facility after five (5) days prior written notice to UPSI and perform such obligations and the cost thereof shall become due and payable to PESD immediately. Nothing herein shall imply any duty upon the part of PESD to perform any such obligations. However, in the event PESD does so, PESD may keep and store at the Facility all necessary materials, tools, supplies and equipment.

G. **Entry Rights.** PESD or its agents and employees shall have the right to enter the Facility at any reasonable time, upon reasonable notice to UPSI (or without notice in the event of an emergency) for the purpose of inspecting the Facility and determining if UPSI is in compliance with the terms of this Agreement. If PESD determines that UPSI is not in compliance with the terms of this Agreement, then PESD, its agents, employees and contractors shall have the right, at any time, to enter the Facility in order to correct the condition that has created such non-compliance such as if PESD elects to perform any of UPSI’s obligations set forth in subparagraph (E) above, or as otherwise needed for the preservation of the Facility. Neither the forgoing nor any other provision of this Agreement shall constitute a covenant by PESD or impose any duty or obligation upon PESD to protect, repair, replace or otherwise maintain the Facility.

H. **Consent for Alterations.** Except as otherwise specifically required under subparagraph (E) above or otherwise under this Agreement, UPSI shall not, without PESD’s prior written consent (which consent shall not be unreasonably withheld), make, install or construct any alterations, improvements, additions, or
utility installations ("utility installations" shall include ducting, power panels, fluorescent fixtures, space heaters, conduits and wiring) in, on or about the Facility, except for nonstructural alterations costing less than Ten Thousand Dollars ($10,000) in the aggregate over any one (1) year period. As a condition to giving such consent, PESD may require that UPSI agree to: (i) remove any such alterations, improvements, additions or utility installations at the expiration of this Agreement or any earlier cessation of use of the Facility by UPSI and restore the Facility to their prior condition or; (ii) require that any such alterations, improvements, additions or utility installations become the property of PESD and left by UPSI upon the expiration of this Agreement. As a further condition to giving such consent, PESD may require UPSI to provide PESD, at UPSI’s sole cost and expense, lien and completion bonds in an amount equal to one hundred five percent (105%) of the estimated cost of such improvements to insure PESD against any liability for mechanics' and materialmen's liens and to insure completion of the work. All alterations, additions and improvements shall be done in a good and workmanlike manner in conformity with all applicable laws and regulations, and by a licensed contractor approved by PESD. PESD’s approval of any plans, specifications and working drawings for any alterations or improvements requested by UPSI shall create no responsibility or liability on the part of PESD for their completeness, design sufficiency or compliance with laws, rules and regulations of any governmental agencies or authorities.

I. Surrender and Removal. UPSI agrees that, upon the expiration of this Agreement or upon any earlier cessation of use of the Facility, it shall surrender the Facility to PESD in the condition required pursuant to subparagraph (E) above, broom clean, ordinary wear and tear, and damage from casualty and condemnation excepted. All alterations, additions and improvements, whether structural or removable which UPSI is not required to remove pursuant to subparagraph (G) above shall become PESD’s property and shall be surrendered to PESD. In no event shall UPSI remove any of the following materials or equipment (which shall be deemed PESD’s property), without PESD’s prior written consent: power panels, lighting or lighting fixtures, wall coverings, drapes, blinds or other window coverings, carpets or other floor coverings, heaters, air conditioners or any other heating or air conditioning equipment or security gates or other similar building or operating equipment.

J. Liens. UPSI shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for UPSI at or for use on or in connection with the Facility, which claims are or may be secured by any mechanics' or materialmen's lien against the Facility or any portion thereof, or any interest therein. Nothing herein contained shall empower UPSI to do any act that can, shall or may encumber PESD’s interest in the Facility or any portion thereof, or interest therein. In the event any such lien does attach, UPSI shall within ten (10) days of notice of the filing of such lien, either discharge or bond over such lien to the satisfaction of PESD, and in such a manner as to stay the enforcement or foreclosure of such lien. If UPSI fails to so discharge or bond over such lien,
then, in addition to any other right or remedy of PESD, PESD may, but shall not be obligated to, discharge the same. Any amount paid by PESD for such purpose, including reasonable attorneys’ fees shall be paid by UPSI to PESD on demand.

K. Casualty. If the Facility is damaged or destroyed by fire or other casualty to such extent that it cannot be repaired or restored within one hundred twenty (120) days (as reasonably determined by PESD), PESD shall have the option to terminate the use of the Facility by UPSI under this Agreement. If PESD elects to terminate the use, then PESD shall provide written notice to that effect to UPSI within ninety (90) days from the date of such damage or destruction. If the use is not terminated pursuant to the foregoing, PESD shall, as soon as reasonably possible following the casualty, repair and restore the damaged or destroyed portion of the Facility (except that PESD shall not be obligated to repair any damage to UPSI’s personal property, improvements or trade fixtures) to a condition which is substantially similar to the condition prior to the damage or destruction. During the period of repair and restoration, the Annual Fee shall be abated proportionately to the extent that the Facility is made unusable by the damage or destruction. Notwithstanding anything contained herein to the contrary, in the event of damage to or destruction of all or any portion of the Facility which is not fully covered (except for deductible amounts) by the insurance proceeds received by PESD, then PESD shall have the option to, within a one hundred-twenty (120) day period after the occurrence of such damage or destruction, either: (i) commence reconstruction or restoration of the Facility (except that PESD shall not be obligated to repair any damage to UPSI’s personal property, improvements or trade fixtures); or (ii) elect to terminate the use of the Facility by providing UPSI with written notice of such election with the date of termination set forth in the notice. In no event shall PESD be responsible for UPSI’s expense of rebuilding, repairing, replacing or restoring UPSI’s partitions, fixtures and other personal property or fixtures. UPSI agrees that any casualty insurance policy carried by UPSI insuring UPSI’s property located at or upon the Facility shall contain a provision whereby the insurance carrier waives any right of subrogation against PESD.

L. Condemnation. If all or any portion of the Facility is taken under the power of eminent domain or sold under the threat of that power (all of which are called “Condemnation”), the right to use shall terminate as to the part taken or sold on the date the condemning authority takes title or possession, whichever first occurs. If there is a Condemnation of more than ten percent (10%) of the square foot area of the Facility, PESD may terminate the use of the Facility as of the date the condemning authority takes title or possession, by delivering written notice to UPSI within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes title or possession). If the use of the Facility is not terminated, PESD shall repair any damage to the Facility caused by the Condemnation, except that PESD shall not be obligated to repair any damage to UPSI’s personal property, improvements or trade fixtures. Notwithstanding the foregoing, if the severance damages paid to PESD are
not sufficient to pay for such repair, PESD shall have the right to either terminate the use or make such repair at PESD’s expense.

M. **Failure to Surrender and Vacate.** UPSI shall vacate the Facility upon expiration of this Agreement or any earlier termination of the use rights for the Facility. UPSI shall reimburse PESD for and indemnify PESD against all damages which PESD incurs from UPSI’s delay in vacating the Facility. If UPSI remains in possession of the Facility or any part thereof after the expiration of this Agreement or any earlier termination of the use rights for the Facility without the express written consent of PESD, such occupancy shall be construed as trespass and PESD shall have the right to seek ejectment of UPSI from the Facility.

XXII. **HAZARDOUS MATERIALS**

A. **Definitions.** As used in this Agreement: (i) the term “Hazardous Material[s]” means any oil, flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials including, without limitation, any substances that pose a hazard to the Facility or to persons on or about the Facility and any substances defined as or included in the definition of “hazardous substance,” “hazardous waste,” “hazardous material,” “toxic substance,” “extremely hazardous waste,” “restricted hazardous waste” or words of similar import, now or subsequently regulated in any way under applicable federal, state or local laws or regulations, including without limitation, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs, urea formaldehyde foam insulation, transformers or other equipment containing dielectric fluid, levels of polychlorinated biphenyls, or radon gas, and similar compounds, and including any different products and material which are subsequently found to have adverse effects on the environment or the health and safety of persons; (ii) the term “Environmental Law[s]” means any one or all of the following: the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Re-authorization Act of 1986 (42 U.S.C. 9601 et seq.); the Resource Conservation and Recovery Act as amended (42 U.S.C. 6901 et seq.); the Safe Drinking Water Act as amended (42 U.S.C. 300f et seq.); the Clean Water Act as amended (33 U.S.C. 1251 et seq.); the Clean Air Act as amended (42 U.S.C. 7401 et seq.); the Toxic Substances Control Act as amended (15 U.S.C. 136 et seq.); the Solid Waste Disposal Act as amended (42 U.S.C. 3251 et seq.); the Hazardous Material Transportation Act (49 U.S.C. 1801 et seq.); the regulations promulgated under any of the foregoing; and all other laws, regulations, ordinances, standards, policies, and guidelines now in effect or hereinafter enacted by any governmental entity (whether local, state or federal) having jurisdiction or regulatory authority over the Facility or the Property or over activities conducted therein and which deal with the regulation or protection of human health, industrial hygiene or the environment, including the soil, subsurface soil, ambient air, groundwater, surface water, and land use; and (iii) the term “Environmental Activity[ies]” means any generation, manufacture, production, pumping, bringing upon, use, storage,
treatment, release, discharge, escaping, emitting, leaching, disposal or transportation of Hazardous Materials.

B. Prohibition of Hazardous Materials. Except as specifically provided in subparagraph (C) below, UPSI shall not cause or permit any Environmental Activities in, on or about the Facility by UPSI or UPSI’s agents, employees, contractors, assignees, sublessees or invitees (hereinafter collectively referred to as “UPSI’s Agents”) without the prior written consent of PESD. PESD shall be entitled to take into account such factors or facts as PESD may reasonably determine to be relevant in determining whether to consent to UPSI’s proposed Environmental Activity and PESD may attach conditions to any such consent if such conditions are reasonably necessary to protect PESD’s interests in avoiding potential liability upon PESD or damage to PESD’s property arising from any Environmental Activity by UPSI or UPSI’s Agents. In no event shall PESD be required to consent to the installation or use of any storage tanks on the Property.

C. Exception to Prohibition. Notwithstanding the prohibition set forth in subparagraph (B) above, but subject to UPSI’s covenant to comply with all Environmental Laws and with the other provisions of this Paragraph, UPSI may bring upon, keep and use in the Facility (but not outside the Facility) general office and laboratory supplies typically used in a school or office in the ordinary course of business, so long as such supplies are used in the manner for which they were designed and in such amounts as may be normal for the business operations conducted by UPSI in the Facility.

D. Compliance with Environmental Laws. UPSI shall keep and maintain the Facility in compliance with, and shall not cause or permit the Facility to be in violation of, any Environmental Laws. All of UPSI’s activities at the Facility shall be in accordance with all Environmental Laws. Additionally, UPSI shall obtain any and all necessary permits for UPSI’s activities at the Facility and provide PESD with evidence of such permits. UPSI’s obligations and liabilities under this Paragraph shall continue so long as PESD bears any liability or responsibility under the Environmental Laws for any action that occurs on the Facility during the term of this Agreement.

E. Environmental Notices. UPSI shall immediately notify PESD of, and upon PESD’s request shall provide PESD with copies of, the following:

(i) Any correspondence, communication or notice, oral or written, to or from any governmental entity regarding the application of Environmental Laws to the Facility or UPSI’s operations on the Facility including, without limitation, notices of violation, notices to comply and citations;

(ii) Any reports filed pursuant to any Environmental Law or self-reporting requirements;

(iii) Any permits and permit applications; and
(iv) Any change in UPSI’s operations on the Facility that will change or has the potential to change UPSI’s or PESD’s obligations or liabilities under Environmental Laws.

UPSI shall also notify the PESD of the release of any Hazardous Material in, on under, about or above the Facility.

F. Environmental Indemnity. UPSI shall protect, indemnify, defend (with counsel satisfactory to PESD) and hold harmless PESD and the PESD Indemnitees for, from and against any and all losses, damages, claims, costs, expenses, penalties, fines and liabilities of any kind (including, without limitation, the cost of any investigation, remediation and cleanup, and attorneys’ fees) which are attributable to (i) any Environmental Activity at the Facility undertaken or committed during the term of this Agreement by UPSI or UPSI’s Agents or caused by the negligence of such persons during the use of the Facility, (ii) any remedial or clean-up work undertaken by or for the UPSI in connection with UPSI’s Environmental Activities or UPSI’s compliance with Environmental Laws, or (iii) the breach by UPSI of any of its obligations and covenants set forth in this Paragraph. PESD and any PESD Indemnitee shall have the right but not the obligation to join and participate in, and control, if it so elects, any legal proceedings initiated in connection with the Environmental Activities of UPSI or UPSI’s Agent. PESD and any PESD Indemnitee may also negotiate, defend, approve and appeal any action taken or issued by any applicable governmental authority with regard to contamination of the Facility by a Hazardous Material. Any costs or expenses incurred by PESD or any PESD Indemnitee for which UPSI is responsible under this Paragraph or for which UPSI has indemnified PESD or any PESD Indemnitee shall be reimbursed by UPSI on demand. The foregoing indemnity shall survive the termination of this Agreement.

G. Remedial Work. If: (i) any Environmental Activity undertaken by UPSI or UPSI’s Agents results in contamination of the Facility or the soil or groundwater thereunder; or (ii) any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (“Remedial Work”) is necessary or appropriate due to or in connection with UPSI’s use or occupancy of the Facility, then subject to PESD’s prior written approval and any conditions imposed by PESD, UPSI shall promptly perform all Remedial Work, at UPSI’s sole expense and without abatement of rent, as is necessary to return the affected portion of the Facility and the soil and groundwater to the condition existing prior to the introduction of the contaminating Hazardous Material and to otherwise comply with all applicable Environmental Laws. PESD’s approval of such Remedial Work shall not be unreasonably withheld so long as such actions will not cause a material adverse effect on the Facility after expiration of the Lease Term or any material adverse effect on the Facility. PESD shall also have the right to approve any and all contractors hired by UPSI to perform such Remedial Work. All such Remedial Work shall be performed in compliance with all applicable laws, ordinances and regulations. All costs and expenses of such
Remedial Work shall be paid by UPSI including, without limitation, the charges of such contractor(s), and the reasonable fees and costs of the attorneys and consultants for PESD incurred in connection with monitoring or review of such Remedial Work.

H. **PESD's Option.** PESD may elect, at PESD’s sole discretion, to perform any Remedial Work. PESD and PESD’s agents shall have the right to enter the Facility at all reasonable times to inspect, monitor and/or perform Remedial Work. All expenses incurred by PESD in connection with performing Remedial Work are payable by UPSI, upon PESD’s demand.

I. **Injunctive Relief.** UPSI’s failure to abide by the terms of this Paragraph shall be restrainable by injunction.

J. **Self-Help.** PESD shall have the right of “self-help” or similar remedy in order to minimize any damages, expenses, penalties and related fees or costs arising from or related to a violation of any Environmental Law with respect to the Facility.

K. **Environmental Inspection.** UPSI shall, if reasonably required by PESD on account of the activities or suspected activities of UPSI or UPSI’s Agents, retain a recognized environmental consultant (the “Consultant”) acceptable to PESD to conduct an investigation of the Facility deemed appropriate by PESD (“Environmental Assessment”): (i) for Hazardous Materials contamination in, about or beneath the Facility as a result of such activities; and (ii) to assess all Environmental Activities of UPSI and UPSI’s Agents on the Facility for compliance with all applicable laws, ordinances and regulations and for the use of procedures intended to reasonably reduce the risk of a release of Hazardous Materials. The Environmental Assessment shall be performed in a manner reasonably calculated to discover the presence of Hazardous Materials contamination and shall be of a scope and intensity reflective of the general standards of professional environmental consultants who regularly provide environmental assessment services in connection with the transfer or leasing of real property. Additionally, the Environmental Assessment shall take into full consideration the past and present uses of the Property and other factors unique to the Property. If PESD obtains the Environmental Assessment because of the activities of UPSI or UPSI’s Agents, UPSI shall pay PESD on demand the cost of the Environmental Assessment. If PESD so requires, UPSI shall comply, at its sole cost and expense, with all recommendations contained in the Environmental Assessment, including any recommendation with respect to the precautions which should be taken with respect to Environmental Activities on the Facility or any recommendations for additional testing and studies to detect the presence of Hazardous Materials. UPSI covenants to reasonably cooperate with the Consultant and to allow entry and reasonable access to the Facility for the purpose of Consultant’s investigation.
L. The foregoing provisions of this Paragraph shall be applicable notwithstanding the fact that a substance is not deemed to be a Hazardous Material at the time of its use by UPSI but thereafter is deemed to be a Hazardous Material under the Environmental Laws.

M. PESD hereby represents and warrants that it has not received written notice that the Facility is in violation of any applicable Environmental Law.

N. If it is discovered that the Facility contains Hazardous Materials, the presence of which predates UPSI’s occupancy of the Facility or which have not arisen out of or been caused by any act or omission of UPSI or its agents, contractors or employees, PESD, at its sole expense, shall take any action required under all applicable Environmental Laws.

XXIII. DISPUTE RESOLUTION

A. Both parties agree to utilize Best Efforts to informally resolve disputes arising out of this Agreement. In the event of delays, exceptions or problems arising, from this Agreement, the UPSI Chief Executive Officer and the PESD Superintendent shall be immediately involved as the initial appellate authorities. In the event the UPSI Chief Executive Officer and the PESD Superintendent cannot agree on a remedy for the problem, they shall mutually agree upon a third individual, full acceptable to both Parties, to serve as mediator on behalf of the parties.

B. The mediator shall schedule a non-binding informal hearing of the matter to be held within seven (7) calendar days from receipt of notification of the existence of a dispute. The mediator may conduct the hearing in such manner as he deems appropriate and shall notify each party of the hearing and of its opportunity to present evidence it believes will resolve the dispute. If the mediator desires, he or she may require each Party to the dispute to submit a written outline of the issues and evidence intended to be introduced at the hearing and the proposed resolution of the dispute to the mediator before the hearing commences. The mediator is not bound by the rules of evidence when admitting evidence in the hearing and may limit the length of the hearing, the number of witnesses or any evidence introduced to the extent deemed relevant and efficient. The mediator shall render a non-binding written decision as soon as possible, but not later than five (5) calendar days after the hearing, unless the Parties agree to extend the timeline for a decision.

C. If either party rejects the mediator's recommendations, they may exercise any legal rights and remedies under the law of the State of Arizona that shall be applicable to this Agreement.

D. Any proceeding initiated under this dispute resolution provision shall be deemed confidential to the maximum extent allowed by Arizona law and no party shall, except for disclosures to a party's attorneys or accountants, make any disclosure related to the disputed matter or to the outcome of any proceeding except to the
extent required by law, or to seek interim equitable relief, or to enforce an
agreement reached by the parties or an award made hereunder.

XXIV. GENERAL TERMS AND CONDITIONS

A. Mutual Benefits: The Parties agree that in making the promises contained in this
Agreement that certain benefits and advantages will accrue to both Parties as a
result of the performance of this Agreement, and that therefore this Agreement is
being entered into in reliance upon the mutual benefits afforded each of the
Parties.

B. Institution of Legal Actions/Attorney’s Fees: Any legal actions instituted
pursuant to this Agreement must be filed in the County of Maricopa, State of
Arizona. In any legal action, the prevailing party in such action will be entitled to
reimbursement by the other party for all costs and expenses of such action,
including reasonable attorneys’ fees as may be fixed by the court.

C. Applicable Law: The laws of the State of Arizona will govern the interpretation
and enforcement of this Agreement.

D. Rights and Remedies Are Cumulative: Except as otherwise expressly stated in
this Agreement, the rights and remedies of the both Parties are cumulative, and
the exercise by the either Party of one or more of such rights or remedies will not
preclude the exercise by it, at the same time or different times, of any other rights
or remedies for the same default.

E. Notices, Demands, and Communications: All notices, demands, or other writings
in this Agreement provided to be given, made, or sent by any party hereto to other
Parties will be deemed to have been fully given, made, or sent when made in
writing and personally delivered (which shall include delivering by recognized
courier service, such as Fed Ex, United Parcel Service, and the like) or deposited
in the United States mail postpaid, registered or certified, and addressed as
follows:

If to PESD: Governing Board President
Phoenix Elementary School District #1
1817 N. Seventh Street
Phoenix, Arizona 85006

Copy to: Superintendent
Phoenix Elementary School District #1
1817 N. Seventh Street
Phoenix, Arizona 85006

If to UPSI: Chairperson of the Board of Directors
University Public Schools, Inc.
7004 East Union Avenue

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The address to which any notice, demand, or other writing may be given, made or sent to any party may be changed by written notice as above provided.

F. **Conflict of Interests:** No member, official, or employee of UPSI or PESD may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law. All Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

G. **Warranty Against Payment of Consideration for Agreement:** UPSI warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, consultants, engineers, and attorneys.

H. **Non-liability of Officials, Partners, and Employees:** No member, official or employee of PESD will be personally liable to UPSI, or any successor in interest, in the event of any default or breach by PESD or for any amount which may become due to the UPSI or successor, or on any obligation under the terms of this Agreement.

I. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Parties warrant their compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either Party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of the other Party to ensure that the other Party is complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The Parties shall cooperate with the other party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
J. **Sudan/Iran.** The Parties hereby warrant, and represent to each other, that they do not have and during the term hereof will not have a "scrutinized business operation" in either Sudan or Iran as defined under A.R.S. § 35-391 et. seq.

K. **No Waiver:** Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies, including but not limited to rights and remedies existing at common law.

L. **Severability:** If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

M. **Captions:** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

N. **Entire Agreement, Waivers, and Amendments:** This Agreement shall be executed triplicate, each of which is deemed to be an original. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the UPSI or PESD, and all amendments hereto must be in writing and signed by the appropriate authorities of the Parties hereto.

O. **No Agency Created:** Nothing contained in this Agreement creates any legal partnership, joint venture, or agency relationship between UPSI and PESD. No term or provision of this Agreement is intended to be for the benefit of any person, firm, organization, or corporation not a party hereto, and no other person, firm, organization, or corporation may have any right or cause of action hereunder.

P. **Additional Documents:** The Parties each agree to execute and deliver all documents and take all actions reasonably necessary to implement and enforce this Agreement.

Q. **Governing Statutes:** References are made in this Agreement to specific sections of the Arizona Revised Statutes. Any such references mean the statute in effect on the date of the execution of this Agreement and any subsequent renumbering or reordering of those provisions.
R. **Equal Employment Opportunity:** In connection with its performance hereunder, UPSI shall not discriminate against any worker, employee, or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, or disability nor otherwise commit an unfair employment practice.

S. **No Assignment.** UPSI shall not voluntarily or by operation of law assign or transfer UPSI’s interest in this Agreement without PESD’s prior written consent, which consent PESD shall be in PESD’s sole discretion. Any attempted assignment or transfer without PESD’s consent shall, at PESD’s election, be void. The consent of PESD to any one assignment or transfer shall not be deemed to be a consent to any subsequent assignment or transfer. UPSI shall pay PESD’s reasonable attorneys’ fees incurred in connection with UPSI’s request for PESD’s consent to an assignment or transfer, whether or not such consent is given.

T. **Time is of the Essence.** Time is of the essence of this Agreement and all of the covenants and obligations hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their respective representatives duly authorized to execute this document and bind their respective entities to the terms and obligations herein contained on the day and year first written above.

**"PESD"**

PHOENIX ELEMENTARY SCHOOL DISTRICT No. 1, a political subdivision of the State of Arizona  

By: ___________________________  
Myriam Roa  
Its: Superintendent  

By: ___________________________  
Ruth Ann Marston, Ph.D.  
Its: Board President  

**"UPSI"**

UNIVERSITY PUBLIC SCHOOLS, INC, a 501(c)(3) corporation  

By: ___________________________  
Beatriz Rendon  
Its: Chief Executive Officer  

By: ___________________________  
George Dean  
Its: Board Chairman
REQUEST: Request To Receive And Discuss, And Take Possible Action On, The Membership Agreement Between The District and Valley Management Group On Behalf Of Valley Schools Employee Benefits Trust

APPROVED BY: Myriam M. Roa, Superintendent
SUBMITTED BY: Kenneth R. Baca, Assistant Superintendent for Business Services

☐ Action Item ☐ Consent Item ☐ Info. Item ☐ Policy Item
☐ 1st Reading (Info) ☐ 2nd Reading (Action)

☐ Additional Attachments

RATIONALE: On June 19, 2007, the District entered into an Agreement with Valley Schools Management Group (VSMG) on behalf of Valley Schools Employee Benefits Trust (VSEBT) to participate in a self-insurance health benefits plan along with other Arizona school districts, pursuant to A.R.S. § 11-592, 11-952.01 and 15-382. As part of the Membership Agreement, the District designated VSMG as the administrator for VSEBT. The District’s legal counsel has recently reviewed the Membership Agreement.

The District agreed, in part, to the following:

- Participation in the Agreement for a minimum of three (3) years.
- A term of up to ten (10) years unless a Resolution was adopted by the District’s Governing Board to withdraw from the Agreement.
- If such a Resolution to withdraw from the Agreement was adopted by the District’s Governing Board, notification to VSEBT would need to be provided ninety (90) days prior to the close of the fiscal year.
- Upon the effective date of withdraw, the District may not apply for readmission to VSEBT for a minimum of three (3) years.

The Governing Board is asked to receive and discuss the Membership Agreement (attached) with administration and the District’s legal counsel. The Governing Board is asked to provide direction as to whether or not to proceed with notification to withdraw from the Membership Agreement between the District and Valley Management Group on behalf of Valley Schools Employee Benefits Trust as prescribed in Section 14 of the Agreement. This will allow the District to go out to bid to ensure all rates and benefit plans are considered.

BLUEPRINT GOAL: Increase our Financial Capacity and Fund Our Programs and Services Efficiently and Equitably

RECOMMENDATION: Administration recommends that the Governing Board receive and discuss the Membership Agreement between the District and Valley Management Group on behalf of Valley Schools Employee Benefits Trust.
MEMBERSHIP AGREEMENT

This agreement is entered into the 19th day of June, 2007, by and between VALLEY SCHOOLS MANAGEMENT GROUP, on behalf of Valley Schools Employee Benefits Trust, established February 24, 2005, pursuant to Arizona Revised Statutes ("A.R.S.") §§ 11-952, 11-952.01 and 15-382 and Phoenix Elementary School District, a school District, state agency, political subdivision and/or municipality.

The Valley Schools Management Group and Phoenix Elementary School District desire to enter into this agreement with one another for the purpose of allowing Phoenix Elementary School District to become a member of Valley Schools Employee Benefits Trust.

In consideration of the mutual promises contained in this agreement and the mutual benefits to result therefrom, the parties agree that the Phoenix Elementary School District shall become a member of Valley Schools Employee Benefits Trust. Phoenix Elementary School District agrees to be bound by any and all applicable terms set forth in the First Amended IGA – VSEBT (attached as Exhibit #1) creating the Valley Schools Employee Benefits Trust.

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed on the 19th day of June.

FOR THE Phoenix Elementary School District

Name of Entity

Myra Ann Rowe
Signature

Myriam Rowe
Printed Name
Assistant Supt. Business Services
Title

FOR THE VALLEY SCHOOLS MANAGEMENT GROUP

Name of Trust/Pool

Tom Boone
Signature

Tom Boone
Printed Name
Chairman | CEO
Title
FIRST AMENDED
INTERGOVERNMENTAL AGREEMENT
VALLEY SCHOOLS EMPLOYEE BENEFITS TRUST

1. Parties. The parties to this Intergovernmental Agreement (the “Agreement”) are the following legally established political subdivisions of the State of Arizona: Deer Valley Unified School District No. 97, Paradise Valley Unified School District No. 69, and Peoria Unified School District No. 11 (the “Districts”). The Districts enter into this Agreement to form the Valley Schools Employee Benefits Trust (“Benefits Trust”) pursuant to Arizona Revised Statutes (“A.R.S.”) §§ 11-952, 11-952.01, and 15-382.

2. Recitals/Purposes. This Agreement is based upon certain understandings and is executed in furtherance of certain purposes, as follows:

2.1 Arizona law permits two or more public agencies to enter into contracts or agreements to jointly purchase various types of insurance, including but not limited to, life insurance, disability insurance, and health benefits plan insurance and related services, and to pool retention of their risks for life insurance, disability, or health claims made against any public agency member of the pool, and to do so on a cooperative or contract basis, or by the execution of a trust agreement directly by the agencies or by contracting with a third party.

2.2 Arizona law permits two or more public agencies to enter into intergovernmental agreements or contracts to participate in self-insurance programs.

2.3 The Districts hereby designate the Valley Schools Management Group (“VSMG”), through its “Management Board,” as the administrator for the Benefits Trust in accordance with A.R.S. § 11-952.01. The Districts delegate to the VSMG all the authority granted in this Agreement, the VSMG IGA, and any other authority not provided for, that is necessary for the VSMG to properly manage, operate, and administrate the operations and assets of the Benefits Trust.
2.4 The Districts hereby provide the Management Board with the sole authority to enter into Membership Agreements with other school districts, State agencies, political subdivisions, and municipalities to become members of the Benefits Trust, subject to the membership criteria outlined in the Bylaws and as being in the best interests of the Benefits Trust.

2.5 The Districts desire to enter into an intergovernmental agreement to establish the Benefits Trust in furtherance of the purposes specified herein and in the Bylaws.

3. Participation. Each District agrees that it shall participate in this Agreement for a minimum of three (3) years before exercising any right to withdraw, except that coverage may be suspended or terminated as provided herein for nonpayment of premiums or other violations by a District of the terms of this Agreement. A District’s participation in the employee benefits trust fund is optional. A District who does not participate in the employee benefits trust fund, however, has no interest in any earned income of the employee benefits trust fund. Nonetheless, such District does retain its charter member interest in any income earned as a result of any of the other programs, services, procurement services, agreements, etc., provided by the Benefits Trust.

4. Term. This Agreement shall be effective on the date this Agreement is filed with the Maricopa County Recorder and any other entities as required by Arizona law. This Agreement shall continue for a term of ten (10) years thereafter unless earlier terminated as provided herein.

5. Renewal. This Agreement may be renewed for additional ten (10) year terms by agreement of at least two-thirds (2/3) of the Districts prior to the expiration of the original term or any renewal of the terms of this Agreement and upon notification thereof by the Board of Trustees to the Maricopa County Recorder. Each renewal may not provide for a term which exceeds the preceding term.

6. Membership. The Districts have charter member status. Other school districts, State agencies, political subdivisions, municipalities that meet the membership criteria listed in the Bylaws, may become members of the Benefits Trust, subject to approval by the Management Board.

7. Board of Trustees. The Board of Trustees shall be comprised of six (6) members and shall consist of not more than one member of each District’s governing board and a district administrator for each District who is familiar with the purpose of the Benefits Trust. The members of the Board must be bonded. The current Board consists of the following persons who shall serve until they are removed, they resign, or they cease to qualify as a Board member pursuant to A.R.S. §§ 11-952 or 15-382, and their successors shall have been duly elected and qualified:

Mr. James DiCello
Mr. Tim Blake
7.1 **Board Member Removal and Replacement.** Each District's governing board has the sole discretion to remove or replace its designated members of the Board.

7.2 **Member Advisory Board ("Advisory Board").** The Advisory Board shall serve to advise the Board of Trustees with regard to the management, business, and affairs of the Benefits Trust and other such powers that are lawfully delegated by the Board as set forth in this Agreement, the Plan Documents, and/or the Bylaws. The Advisory Board shall consist of one representative of each member.

8. **Duties and Responsibilities of the Board.** The Board shall:

8.1 Annually evaluate the services of the Administrator provided by the VSMG.

8.2 Ensure prompt payment of claims.

8.3 Approve minutes of its meetings.

8.4 Develop and amend the Bylaws and rules of operation only for areas over which the Board has specific authority, as defined in this Agreement.

8.5 Develop a loss control plan in accordance with Section 10 of this Agreement.

8.6 Review and monitor claims data.

8.7 Develop coverage plans in accordance with Section 9 of this Agreement.

8.8 Develop and establish claims processing procedures; approve, deny, and hear appeals on claims in accordance with these procedures.

8.9 Carry out any other duties or responsibilities specified in this Agreement or as delegated by the VSMG.

9. **Coverage.** The specific risks covered by the Benefits Trust, the procedure for making claims, the procedure for appealing denial of claims, the means and procedures for defending against claims, the persons or entities to be indemnified, the limitations and exclusions on coverage and various other matters necessary or appropriate to the functioning of the Benefits Trust are more particularly described in the Plan Document, which shall be adopted by the Board and approved by the Management Board in the best interests of the Benefits Trust. The Board may amend the terms of the Plan
Document by a majority vote and subject to the approval of the Management Board, provided that all Districts shall be given at least ninety (90) days prior written notice thereof.

10. **Utilization Management: Loss Control Plan: Loss Control Services.** The Board shall develop utilization management services. The Board shall supply utilization management services to the Districts to assist them in attempting to reduce claims. The Districts agree that they will cooperate in instituting any and all utilization management and/or loss control recommendations. In the event that any of these recommendations seems unreasonable, a District has a right to appeal to the Board. The Board shall hear the District's objections at the next regularly scheduled meeting. Decisions of the Board will be final and binding upon all Districts. Any District who does not agree to follow the decision of the Board may be subject to suspension as provided herein.

11. **Bylaws and Rules of Operation.** The Board may make Bylaws and rules pertaining to the exercise of its purpose and powers only over areas over which the Board has specific authority as defined by this Agreement. The Board may, from time to time, propose revisions to the Bylaws that shall become effective only upon approval of the Management Board in the best interests of the Trust. The Board may also, from time to time, adopt policies, rules and procedures for the administration and operation of the Benefits Trust by majority vote of the Board, subject to approval of the Management Board, so long as such policies, rules and procedures are not inconsistent with this Agreement, Arizona law, or the Bylaws. No provision of the Bylaws, policies, rules or procedures shall be inconsistent with the terms of this Agreement.

12. **Inspection and Audit.**

12.1 **Inspection.** The Director of the Department of Insurance shall inspect the Benefits Trust's operations once every three (3) years, but only to determine whether the Benefits Trust is operating in accordance with A.R.S. § 15-382 and therefore entitled to continuing exemption from regulation by that Department. The Director of the Department of Insurance may examine the Benefits Trust sooner than three (3) years from the preceding examination if he has reason to believe that the Benefits Trust is insolvent or otherwise not in compliance with A.R.S. § 15-382.

12.2 **Audit.** The Management Board shall ensure that the Benefits Trust is audited annually, at the expense of the Benefits Trust, by a certified public accountant. The Management Board shall provide a copy of the auditor's report to the Board and the Board shall provide copies to each District's governing board, who shall keep such report on file for at least five (5) years.
13. **Suspension.** In the event a District fails to make any required contribution of funds, shall fail to comply with any of the other terms of this Agreement, the Benefits Trust Agreement, or the Plan Document, the Management Board, with the advice and counsel of the Board, may suspend the District’s Beneficiaries’ coverage either in whole or in part for a period of up to ninety (90) days without further notice or action, if such default is not cured within thirty (30) days after receipt of written notice. The written notice shall inform the District that the suspension may be made permanent effective ninety (90) days after the date of the notice. During such suspension period, the Management Board, with the advice and counsel of the Board, shall determine (1) if the suspension shall be made permanent, in which case this Agreement shall be deemed terminated as to that District effective ninety (90) days after the date of the written notice of suspension; or (2) the circumstances, if any, under which the District’s participation in the Benefits Trust and coverage may be restored.

Should the District be permanently suspended and this Agreement terminated, the District shall forfeit all rights to any distribution of Benefits Trust surplus, contributions or other distributions from or assets of the Benefits Trust. In the event this Agreement is terminated, the permanently suspended District shall be relieved of any liability for ordinary contributions for fiscal years after the fiscal year of the District’s involuntary permanent suspension. The District’s liability for special assessments under Section 16 herein, however, shall continue if the Benefits Trust becomes insolvent or is otherwise unable to discharge its legal liabilities and other obligations as determined in good faith by the Management Board, through the end of the fiscal year during which the District was permanently suspended.

14. **Withdrawal.** A District may cease to be a participant herein and may withdraw in the manner provided below:

14.1 **Intention to Withdraw.** To effect withdrawal from this Agreement, a District’s governing board shall adopt a resolution of intention to withdraw.

14.2 **Notice of Intention to Withdraw; Time for Notice.** Not later than ninety (90) days prior to the close of the Benefits Trust’s fiscal year, a District intending to withdraw shall serve a true copy of the resolution of its governing board stating its intention to withdraw upon the Board and the Management Board, in the manner provided in the Bylaws.

14.3 **Accounting.** When all claims that were incurred prior to the effective date of withdrawal are concluded, settled, or paid, a final accounting shall be performed at the direction of the Management Board, which shall determine and settle the obligations owing by, or the refunds to be paid to, the withdrawing District.

14.4 **Withdrawal from Board.** A District which delivers to the Board and the Management Board its resolution of intention to withdraw also agrees that
its representative member(s) of the Board and/or the Advisory Board, whoever they may be, shall cease participation on the Board and/or the Advisory Board, and shall withdraw as members of each board as of the effective date of withdrawal of that District from the Benefits Trust.

14.5 Readmission. Once withdrawal is effective, a former District may not apply for readmission to the Benefits Trust for a minimum of three years.

15. Termination of Trust. The Benefits Trust shall be terminated upon the first to occur of the following: (a) when all Districts shall have ceased to participate; (b) permanent suspension or withdrawal by two or more Districts; or (c) at such time as the Board shall determine, by a two-thirds vote, that the number of members and/or the size of the Benefits Trust is too small to adequately indemnify against the risks specified in the Plan Document. Permanent suspension or resignation by one District shall not operate as a termination of the Benefits Trust.

15.1 Procedure. Any termination pursuant to this Section shall not be effective unless the Management Board shall have given the Districts at least ninety (90) days advance written notice of such termination. Upon termination of the Benefits Trust, the Management Board shall adequately provide for all pending and anticipated claims, liquidate the property and the liabilities of the Benefits Trust, and conduct a final accounting. The funds thereafter remaining in the Benefits Trust other than reserves equal to allowances for payment of current claims and expenses, for claims reported but not expected to be paid in said fiscal year, for estimated claims incurred but not reported and for general administrative expenses of the Benefits Trust shall be distributed by the Management Board among the Districts then participating in the Benefits Trust in accordance with Section 15.2 below.

15.2 Continuation of Trust Until Completion; Distribution of Funds. Upon termination of the Benefits Trust by the Board or the Districts, each District shall be responsible to notify all Beneficiaries affiliated with it, and any other interested parties, of the decision to terminate and its effective date. Any deficit shall be paid by the Districts by paying a proportional share, as determined by the Management Board with the advice and counsel of the Board. Notwithstanding any provisions herein concerning the duration and termination of the Benefits Trust, the Benefits Trust shall continue in existence for so long a period as may be necessary to complete its affairs. Upon final termination of this Benefits Trust, after the Management Board ensures payment of unpaid claims and/or insurance premiums and other expenses and obligations of the Benefits Trust, the Management Board shall distribute any balance in the trust fund to each District, who was a member at the time of the decision to terminate, in proportion to their contributions made to the Benefits Trust during the entire life of the Benefits Trust.
16. **Funding.**

16.1 **Contributions.** As of the effective date of this Agreement, and as of the first day of each fiscal year of the Benefits Trust thereafter, the anticipated liabilities of the Benefits Trust for the following fiscal year or portion thereof shall be determined by the Board pursuant to the Bylaws, upon an audit and an actuarial evaluation and subject to approval by the Management Board. The Management Board shall allocate such liabilities and expenses among the Benefits Trust’s participating Districts based upon the exposure and loss history of each participating District. The Districts agree to furnish the Management Board and the Board all information requested by the Trust’s actuary to enable the actuary to determine the exposure of each District, and to promptly reply to all other correspondence or inquiries from the Management Board and the Board relating in any way to this Agreement. The Management Board shall advise the Board and the Districts of the amount of the Benefits Trust’s total liabilities and expenses for the following year, and the amount of liabilities and expenses allocated to each District, on or before June 1 of each calendar year. The Districts shall pay any and all contributions due directly to the VSMG. Districts must reimburse the Benefits Trust for any payments in excess of their contribution or they waive their right to retained earnings each year until paid.

16.2 **Special Assessment.** If the Benefits Trust becomes insolvent or is otherwise unable to discharge its legal liabilities and other obligations, each District shall be assessed by the Management Board, with the advice and counsel of the Board, for an additional contribution equal to its contribution for the then fiscal year, divided by the contribution of all Districts for such year and multiplied by the amount of such deficiency; however (a) the amount of such assessment may not exceed the amount of the assessed District’s required annual contribution to the Benefits Trust for the year in which the assessment is made; (b) no more than one such assessment may be made during each fiscal year of the Benefits Trust; (c) each participating District shall be simultaneously assessed its pro rata share of such deficiency. Each such assessment, and the manner of calculating the same, shall be given to each participating District in writing, and the District shall thereafter have sixty (60) days to pay the amount of such assessment. The District shall remain liable for such assessments and for liabilities incurred by the Benefits Trust, regardless of the District’s withdrawal from participation or the termination of this Agreement.

16.3 **Loss Reserves.** The Benefits Trust, through the Management Board, shall maintain funds adequate to pay incurred claims which shall include known incurred losses and an estimate of incurred but not reported claims. The
Benefits Trust, through the Management Board, shall maintain appropriate contingency margins.

16.4 **Unallocated Fund Balances.** The Employee Benefits Trust Fund consists of that portion of each District’s contribution(s) to the Benefits Trust and earned income which is not appropriated to pay claims or other Benefits Trust expenses at the end of the fiscal year. In accordance with the Bylaws, the unallocated fund balances may accumulate in the Benefits Trust treasury each year.

17. **Liability.** No District shall, by reason of this Agreement, have any liability for claims brought by third parties against any other District, other than the obligation to contribute certain funds to the Benefits Trust as expressly provided herein. The liability for any claim against a District shall remain the sole and exclusive liability of that District. The obligation of the Benefits Trust is to indemnify Districts against claims and to pay all claims, to the extent provided in the Plan Document and under the conditions contained therein to the extent there are funds in the Benefits Trust for this purpose, for which each District incurs liability during its period of membership. Each District is not relieved of its liability incurred during the District’s period of membership except through the payment of losses by the Benefits Trust or by the District.

18. **Offices and Staff.** The Districts delegate to the Valley Schools Management Group the authority under A.R.S. § 11-952.01 to establish offices in Arizona and to employ necessary staff to carry out the purposes of the Benefits Trust.

19. **Professional Services.** The Districts delegate to the Valley Schools Management Group the authority under A.R.S. § 11-952.01 to retain legal counsel, actuaries, auditors, engineers, private consultants, and advisors.

20. **Property Acquisition.** The Districts delegate to the Valley Schools Management Group the authority under A.R.S. § 11-952.01 to purchase, lease, or rent real and personal property it deems necessary.

21. **Financial Services.** The Districts delegate to the Valley Schools Management Group the authority under A.R.S. § 11-952.01 to enter into financial services agreements with banks and to issue checks in the name of the Benefits Trust.

22. **Fiscal Year.** The fiscal year of the Benefits Trust shall begin on July 1 of each year and end on June 30 of each year.

23. **Governing Law and Venue.** This Agreement shall be construed according to Arizona law. All administrative action and any other action arising out of this Agreement, whether for the enforcement thereof or otherwise, shall be brought in a court of competent jurisdiction in Maricopa County, Arizona.
24. **Conformity with Law.** In the event any term or provision of this Agreement shall be in conflict with Arizona laws, as they now exist or are hereafter amended, this Agreement shall be automatically deemed amended to conform to such laws and statutes.

25. **Invalidity of a Term.** The Districts agree that in the event any term, covenant, or condition herein should be held to be invalid or void by a court of competent jurisdiction, the invalidity of any such term, covenant, or condition shall in no way affect any other term, covenant, or condition of this Agreement.

26. **Authorized Representatives.** The Districts shall each designate a representative authorized to act on their behalf in all matters pertaining to this Agreement. Any notice required to be given pursuant to this Agreement shall be given to these representatives in writing at the following addresses:

a. **DEER VALLEY UNIFIED SCHOOL DISTRICT NO. 97:**
   Representative
   20402 North 15th Avenue
   Phoenix, Arizona 85027
   (602) 581-7700

b. **PARADISE VALLEY UNIFIED SCHOOL DISTRICT NO. 69:**
   Representative
   15002 North 32nd Street
   Phoenix, Arizona 85032
   (602) 867-5100

c. **PEORIA UNIFIED SCHOOL DISTRICT NO. 11:**
   Representative
   P.O. Box 39
   Peoria, Arizona 85380
   (602) 486-6000

27. **Authorizing Action.** This Agreement shall become effective only upon: (a) the execution of this Agreement by an authorized representative of each District on behalf of that District; (b) the approval for proper form by the respective District’s legal counsel; (c) the filing of a copy of this Agreement with the Director of the Department of Insurance; and (d) the filing of a copy of this Agreement with the Maricopa County Recorder.

IN WITNESS WHEREOF, the Districts have executed this agreement on the dates set forth below.
GOVERNING BOARD OF DEER VALLEY
UNIFIED SCHOOL DISTRICT #97

By: ____________________________

Date: __2-24-05__________________

APPROVAL: THIS AGREEMENT IS IN PROPER FORM AND IT IS WITHIN THE
GOVERNING BOARD'S POWER AND AUTHORITY GRANTED UNDER
ARIZONA LAW.

By: ____________________________
   Attorney for Governing Board

Date: ____________________________
   __1/20/05______________________
GOVERNING BOARD OF PARADISE VALLEY
UNIFIED SCHOOL DISTRICT #69

By: [Signature]  
Date: 2-24-05

APPROVAL: THIS AGREEMENT IS IN PROPER FORM AND IT IS WITHIN THE
GOVERNING BOARD’S POWER AND AUTHORITY GRANTED UNDER
ARIZONA LAW.

By: [Signature] 
Attorney for Governing Board
Date: 1/20/05
GOVERNING BOARD OF PEORIA UNIFIED
SCHOOL DISTRICT #11

By: [Signature]  
Date: 1/25/05

APPROVAL: THIS AGREEMENT IS IN PROPER FORM AND IT IS WITHIN THE
GOVERNING BOARD’S POWER AND AUTHORITY GRANTED UNDER
ARIZONA LAW.

By: [Signature]  
Date: 1/20/05

Attorney for Governing Board
REQUEST:  Request To Receive and Discuss the District’s Energy Education Program

APPROVED BY:  Myriam M. Roa, Superintendent
SUBMITTED BY:  Kenneth R. Baca, Assistant Superintendent for Business Services

☐ Action Item  ☐ Consent Item  ☑ Info. Item  Policy Item
  ☐ 1st Reading (Info)  ☐ 2nd Reading (Action)

☐ Additional Attachments

RATIONALE:  As the District continues to address the need to conserve energy and bring down costs, additional savings could be experienced by sustaining behavioral and organizational changes. The following steps have been taken:

- On April 8, 2010 the Governing Board approved a preliminary and contingency budget based on energy savings via an Energy Education Program. The board also approved a job description for an Energy Education Coordinator which can be filled if the board approves this contract. For training purposes, the new coordinator will need to travel out of state at the end of June. The cost will only be travel expenses paid for from the energy savings.

- On May 13, 2010 the Governing Board approved a four (4) year energy savings contract with Energy Education, Inc.

- On May 27, 2010 the Governing Board approved the Energy Education Coordinator to oversee the Energy Education program and ensure compliance with Board Policy ECF, Energy Management and Conservation, the new policy adopted by the Board on July 13, 2010.

- On October 28, 2010, the Governing Board received and discussed the status of the Energy Education Program and was presented with information regarding the collection of energy data that is being used to calculate energy savings. The Board was informed that energy data and cost savings would be shared with at the first board meeting in January, 2011.

The Governing Board is asked to receive and discuss the status of the Energy Education Program and the savings experienced by the District during the first five (5) months of the program.

BLUEPRINT GOAL:  Increase our Financial Capacity and Fund Our Programs and Services Efficiently and Equitably

RECOMMENDATION:  Administration recommends that the Governing Board receive and discuss the District’s Energy Education Program.
REQUEST: Request for Approval for Issuance of Purchase Order to Rytan LLC (PESD RFQ #009-0607, Board Renewal 05/27/10) for Construction of a New Media Center at Whittier School from the Second Sale of School Improvement Bonds, Project of 2006, Series B (2009)

APPROVED BY: Myriam M. Roa, Superintendent

SUBMITTED BY: Kenneth R. Baca, Assistant Superintendent for Business Services

☐ Action Item  ☐ Consent Item  ☐ Info. Item  ☐ Policy Item
    ☐ 1st Reading (Info)  ☐ 2nd Reading (Action)

☐ Additional Attachments

RATIONALE: In order to maintain state of the art facilities and to continue serving pre-kindergarten through eighth grade Signature Schools, a new media center and classroom addition is recommended at Whittier School. The current media center is undersized and is not comparable to other media centers in Phoenix Elementary School District. In order to properly serve students in 7th and 8th grades, additional classroom space is needed. This new two story facility would include a media center, a science room, a classroom, and restrooms. Renovation of the current media center will also be in the scope of work in order to create additional classroom space.

Warranty Information: Standard Two-Year Warranty

Funding: 631 Bond Series B $1,805,748.00
       620 Adjacent Ways $ 292,200.00
       Total Cost: $2,097,848.00

Start Date: June 2011

Completion date: January 2012

BLUEPRINT GOAL: Creating State of the Art Facilities
Pre-Kindergarten through Eighth Grade Signature Schools

RECOMMENDATION: Administration recommends that the Governing Board approve for issuance of purchase order to Rytan LLC (PESD RFQ #009-0607, Board Renewal 05/27/10) for construction of a new Media Center at Whittier School from the Second Sale of School Improvement Bonds, Project of 2006, Series B (2009).
### Project Summary - Breakdown by CSI Division

**WHITTIER MEDIA CENTER**
2000 North 16th Street
Phoenix, Arizona 85006

Date: February 11, 2010
Prepared By: RY-TAN Construction, Inc.
Total Square Footage: 7,696

<table>
<thead>
<tr>
<th>Division</th>
<th>Description</th>
<th>Conceptual Amount</th>
<th>Adjacent Ways</th>
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<tbody>
<tr>
<td>1</td>
<td>General Conditions/Requirements</td>
<td>$110,000.00</td>
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<tr>
<td>2</td>
<td>Site Work</td>
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<td>Demolition</td>
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<td>3</td>
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<tr>
<td>4</td>
<td>Building Masonry</td>
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<tr>
<td>5</td>
<td>Metals</td>
<td>$100,000.00</td>
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<td>Rough Carpentry</td>
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<td>7</td>
<td>Thermal/Moisture</td>
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<td>8</td>
<td>Doors/Glass</td>
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<td>Doors, Frames, Hardware</td>
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<td>Glass and Glazing</td>
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<td>Ceramic Tile</td>
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<td>Louvers and Vents</td>
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<td>Special Systems (Phone, Intercom, etc.)</td>
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**Subtotal** $1,311,248.00 $204,300.00

- Public Service, Tap and Development Fees $25,000.00 $15,000.00
- Building Permit, Plan Check Fee $85,000.00 $20,000.00
- Construction Contingency $110,000.00 $10,000.00
- Insurance and General Liability $11,000.00 $2,000.00
- Builders Risk Insurance $6,500.00 $1,500.00
- Performance and Payment Bond $28,000.00 $2,200.00
- Pre-Construction Fee $16,000.00 $2,550.00
- CM at Risk Fee $110,000.00 $18,000.00

**Subtotal Prior to Tax** $1,702,748.00 $275,550.00

- AZ Resale Tax $103,000.00 $16,550.00

**TOTAL INCLUDING ADJACENT WAYS** $2,097,848.00

M:\Project\56351\0211\2DOC\Whittier_Media_Ci\BudgetRev2.xls
REQUEST: Request for Approval for Issuance of Purchase Order to Pueblo Mechanical & Controls, Inc. (TCPN Contract No. R5044) for HVAC Replacement and Controls Installation at Bethune Elementary School

APPROVED BY: Myriam M. Roa, Superintendent
SUBMITTED BY: Kenneth R. Baca, Assistant Superintendent for Business Services

☐ Action Item  ☐ Consent Item  ☐ Info. Item  Policy Item
☐ 1st Reading (Info)
☐ 2nd Reading (Action)

☐ Additional Attachments

RATIONALE: This project will replace all HVAC units and will include:

- Upgrading undersized units.
- Installing CO2 monitoring and motion sensors.
- Installing fresh air make-up equipment.
- Upgrading the Energy Management System.

Pueblo Mechanical & Controls, Inc. will provide equipment and installation.

Warranty Information:
- 5 years parts
- 2 years labor

Funding: 632 Bond Series A
Insurance Proceeds

Total Cost: $669,298.30

Start date: February 2011
Completion date: May 2011

BLUEPRINT GOAL: Creating State of the Art Facilities
Pre-Kindergarten through Eighth Grade Signature Schools

RECOMMENDATION: Administration recommends that the Governing Board approve the issuance of a purchase order to Pueblo Mechanical & Controls Inc. (TCPN Contract No. R5044) for installation of new HVAC units and controls at Bethune Elementary School.
PROPOSAL – Bethune Elementary

From: Pueblo Mechanical and Controls, Inc.
Date: January 3, 2011

Attn: Ben Barcon
ADM Group Inc.
2100 W 15th Street
Tempe, Arizona 85281
(480) 285-3800

Dear Ben,

Pueblo Mechanical and Controls is pleased to provide the following scope for Bethune Elementary.

AC Units:

- (2) 6 Ton, 12.8 IEER, Rheem Gas-Pack Model # RKNL-B072C, R410, Hail Guards, Enthalpy Economizers, Disconnects, Horizontal Duct Transitions, 2” Filter
- (3) 6 Ton, 12.8 IEER, Rheem Gas-Pack Model # RKNL-B072D, R410, Hail Guards, Enthalpy Economizers, Disconnects, Horizontal Duct Transitions, 2” Filter
- (1) 5 Ton, 12.25 EER, Rheem Gas-Pack Model # RKPL-A060C, R410, Hail Guards, Enthalpy Economizers, Disconnects, Horizontal Duct Transitions, 2” Filter
- (20) 5 Ton, 12.25 EER, Rheem Gas-Pack Model # RKPL-A060D, R410, Hail Guards, Enthalpy Economizers, Disconnects, Horizontal Duct Transitions, 2” Filter
- (2) 4 Ton, 12.15 EER, Rheem Gas-Pack Model # RKPL-A048D, R410, Hail Guards, Enthalpy Economizers, Disconnects, Horizontal Duct Transitions, 2” Filter
- (3) 3.5 Ton, 12.0 EER, Rheem Gas-Pack Model # RKPL-A042D, R410, Hail Guards, Enthalpy Economizers, Disconnects, Horizontal Duct Transitions, 2” Filter
- (6) 3 Ton, 12.05 EER, Rheem Gas-Pack Model # RKPL-A036J, R410, Hail Guards, Enthalpy Economizers, Disconnects, Horizontal Duct Transitions, 2” Filter
- (1) 3 Ton, 12.05 EER, Rheem Gas-Pack Model # RKPL-A036D, R410, Hail Guards, Enthalpy Economizers, Disconnects, Horizontal Duct Transitions, 2” Filter
- (2) 7.5 Ton, 11.9 EER, Rheem Heat Pump Model # RJNL-B090C, R410a, Hail Guards, Enthalpy Economizers, Disconnects, Curb Adapter, 2” Filter
- (4) 4 Ton, 11.2 EER, Rheem Heat Pump Model # RJNL-A048D, R410a, Hail Guards, Enthalpy Economizers, Disconnects, Curb Adapter, 2” Filter
- (1) 3 Ton, 11.5 EER, Rheem Heat Pump Model # RJNL-A036D, R410a, Hail Guards, Enthalpy Economizers, Disconnects, Curb Adapter, 2” Filter
- Remove and dispose of (53) existing AC units with refrigerant documentation
- Install (54) new AC units onto new curbs or utilizing curb adapters to transition from existing curbs to new units as required
- Install new horizontal duct transitions to transition from new units to existing duct as required with flex connector
- Connect new disconnects to existing electrical (see additional scope for electrical)

ALL PRICES QUOTED ABOVE ARE GOOD FOR 30 DAYS

Mohave #09D-PMAC2-0902 (JOC) • AZ State Contract #EPS090026-16 • TCPN Contract #R5044
5771 E. Outlook Dr. • Tucson, AZ 85716 • Office - (520) 546-1044 • Fax - (520) 546-1048
www.pueblo-mechanical.com
AZ LIC: K-39 # ROC176640 • AZ LIC: B-01 # ROC173953 • AZ LIC: K-74 # 260462
Connect to existing condensate piping on units requiring curb adapters
Install and connect new condensate piping on units with new curbs
Start up and test operation
Labeling of new material and equipment
2 year warranty
Operation and Maintenance manuals

**Controls Scope:**

- DDC unit controllers
- Duct mounted temperature sensors for discharge air temperature
- Wall mounted combination CO2/temperature sensors per plans with set-point adjust and override
- Control interface signal to factory economizer package for DCV override
- Start/stop and status for exhaust fans
- On/off control of outside lighting
- Remove existing Invensys UNC520 and install new JACE6 Tridium Niagara AX supervisory controller with fully web based user interface
- System to be connected to customers Ethernet LAN
- Conduit, cabling and labor necessary to perform the above scope of work
- All cabling in concealed and accessible areas is to be plenum rated and not installed in a raceway
- Cabling in exposed areas will be run in conduit
- All labor necessary to install and terminate all devices in the above scope of work
- Existing cabling and raceway is to be reused wherever possible
- Engineering to provide submittals, shop drawings and closeout documentation
- Programming labor for system programming
- Graphical user interface including graphics for floor plans and unit graphics
- System startup checkout and commissioning of control system
- Provide on-site owner training per specifications

**Additional Scope:**

- Remove any unused conduit and wire from roof. Area limited to roofs with AC Unit replacements.
- New conduit and wire will be installed from distribution point to the AC units. This will be limited to high voltage power for the AC units only.
- New condensate piping and electrical conduits will use new B-Line Dura-Blok hardware for roof support
- All new copper condensate drains will be sized and slopped 1/8" per ft. to the nearest approved receptor

**ALL PRICES QUOTED ABOVE ARE GOOD FOR 30 DAYS**

Mohave #09D-PMAC2-0902 (JOC) • AZ State Contract #EPS080026-16 • TCPN Contract #R5044
6771 E. Outlook Dr. • Tucson, AZ 85755 • Office - (520) 545-1044 • Fax - (520) 545-1048
www.pueblo-mechanical.com
AZ LIC: K-39 # ROC176640 • AZ LIC: B-01 # ROC173953 • AZ LIC: K-74 # 260462
We Exclude The Following:
- Repair or replacement of any existing device to be found inoperable.
- Repair or replacement of exist duct detectors

Pricing:
Complete material, service, and labor sub total: $587,380.08
Mandated applicable taxes (6.045%): $ 35,507.13
Bonding [required per contract]: $ 7,786.09
Total Cost: $630,673.30

Add Alt #1 - Occupancy based control in classrooms with existing occupancy sensors
Classrooms surveyed have existing Wattmaster occupancy sensors. Install new occupancy sensors with HVAC isolated relay contacts and wire to existing powerpacks (Approximately 40 rooms) add $12,500

Add Alt #2 - Occupancy based control in areas without existing occupancy sensors
Administrative, Media Center, Gymnasium and Cafeteria. Install new occupancy sensors with HVAC isolated relay contacts and new powerpacks (Approximately 20 sensors) add $11,250

Add Alt #3 - Power Monitoring
Install real time power monitor on site at main service entrance (assumed 1 service entrance for entire site) add $4,000

Add Alt #4 - District Supervisor Software – one time purchase
Provide a new Vykon server software upgrade license for entire district
Build new district wide navigation screens add $10,875

We look forward to providing this important service please call if you have any questions.

Sincerely,

Chuck Hink
602-621-1914 520-545-1048 (fax)
chuck@pueblo-mechanical.com

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Name ___________________________ Signature ___________________________ Date __________

ALL PRICES QUOTED ABOVE ARE GOOD FOR 30 DAYS
Mohave #09D-PMAC2-0902 (JOC) • AZ State Contract #EPS060026-16 • TCPN Contract #R6044
6771 E. Outlook Dr. • Tucson, AZ 85756 • Office - (520) 545-1044 • Fax - (520) 545-1048
www.pueblo-mechanical.com
AZ LIC: K-39 # ROC176640 • AZ LIC: B-01 # ROC173953 • AZ LIC: K-74 # 260462
REQUEST: Request for Approval for Issuance of Purchase Order to Progressive Roofing. (TCPN Contract No. M0928) for Re-roofing at Bethune Elementary School

APPROVED BY: Myriam M. Roa, Superintendent
SUBMITTED BY: Kenneth R. Baca, Assistant Superintendent for Business Services

☐ Action Item  ☐ Consent Item  ☐ Info. Item  Policy Item
☐ 1st Reading (Info)  ☐ 2nd Reading (Action)

☐ Additional Attachments

RATIONALE: In order to maintain state of the art facilities, re-roofing needs to be done since the original roof has reached its expected life.

Progressive Roofing will provide material and labor to re-roof the buildings.

Warranty Information: 5 year on re-coat

Funding: 632 Bond Series A

Total Cost: $45,334.24

Start date: February 2011

Completion date: May 2011

BLUEPRINT GOAL: Creating State of the Art Facilities
Pre-Kindergarten through Eighth Grade Signature Schools

RECOMMENDATION: Administration recommends that the Governing Board approve the issuance of a purchase order to Progressive Roofing. (TCPN Contract No. MO928) for re-roofing Bethune Elementary School.
TCPN LINE ITEM PRICING

PHOENIX ELEMENTARY SCHOOL DISTRICT
1350 S. 11TH ST.
PHOENIX, AZ

BETHUNE ELEMENTARY SCHOOL

SCOPE OF WORK:
Power wash, prime and coat Preschool/headstart and gym buildings.
Three course all penetrations, replace base flashings where damaged.
Coat roofs with 2 coats of white energy star coating and provide 5 year
5 year warranty.
Main building to have minor repairs made throughout and replace deteriorated
base flashings.

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<th>UNIT</th>
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<th>QTY</th>
<th>PROJECT AMOUNT</th>
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<td>DAY</td>
<td>$ 450.00</td>
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**SUBTOTAL**          $ 42,750.00
**TAXES**              $ 2,584.24
**GRAND TOTAL**        $ 45,334.24
REQUEST: Request for Approval for Issuance of Purchase Order to Pueblo Mechanical & Controls, Inc. (TCPN Contract No. R5044) for HVAC Replacement and Controls Installation and Central Chiller Upgrades at Capitol Elementary School

APPROVED BY: Myriam M. Roa, Superintendent
SUBMITTED BY: Kenneth R. Baca, Assistant Superintendent for Business Services

☐ Action Item ☑ Consent Item ☐ Info. Item Policy Item
☐ 1st Reading (Info) ☐ 2nd Reading (Action)

☐ Additional Attachments

RATIONALE: Phase I of this project will replace roof top units and will include:

- Upgrading undersized units.
- Installing CO2 monitoring and motion sensors.
- Installing fresh air make-up equipment.
- Upgrading the Energy Management System.

Phase I Start Date: February 2011
Completion Date: May 2011

Phase II will upgrade the central chiller.

Phase II Start Date: June 2011
Completion Date: August 2011

Pueblo Mechanical & Controls, Inc. will provide equipment and installation.

Warranty Information:
- 5 years parts
- 2 years labor

Funding: 632 Bond Series A

Phase I Cost: $58,906.16
Phase II Cost: $120,000.00
Total Cost: $178,906.16

BLUEPRINT GOAL: Creating State of the Art Facilities

RECOMMENDATION: Administration recommends that the Governing Board approve the issuance of a purchase order to Pueblo Mechanical & Controls Inc. (TCPN Contract No. R5044) for installation of new HVAC units and controls, and central chiller upgrades at Capitol Elementary School.
PROPOSAL – Capitol Elementary

From: Pueblo Mechanical and Controls, Inc.                      Date: January 3, 2011

Attn: Ben Barcon
ADM Group Inc.
2100 W 15th Street
Tempe, Arizona 85281
(480) 285-3800

Dear Ben,

Pueblo Mechanical and Controls is pleased to provide the following scope for Capitol Elementary.

**AC Units:**

- (3) 10 Ton, 11.6 IEER, Rheem Heat Pump Model # RJNL-B120D, R410a, Hail Guards, Enthalpy Economizers, Disconnects, Curb Adapter, 2” Filter
- (1) 7.5 Ton, 11.9 IEER, Rheem Heat Pump Model # RJNL-B090C, R410a, Hail Guards, Enthalpy Economizers, Disconnects, Curb Adapter, 2” Filter
- (2) 5 Ton, 11.5 EER, Rheem Heat Pump Model # RJNL-A060C, R410a, Hail Guards, Enthalpy Economizers, Disconnects, Curb Adapter, 2” Filter
- (1) 4 Ton, 11.2 EER, Rheem Heat Pump Model # RJNL-A048C, R410a, Hail Guards, Enthalpy Economizers, Disconnects, Curb Adapter, 2” Filter
- Remove and dispose of (7) existing AC units with refrigerant documentation
- Install (7) new AC units onto new curbs or utilizing curb adapters to transition from existing curbs to new units as required
- Connect new disconnects to existing electrical
- Connect to existing condensate piping
- Connect to new thermostat or existing control system
- Start up and test operation
- Labeling of new material and equipment
- 2 year warranty
- Operation and Maintenance manuals

**We Exclude The Following:**

- Repair or replacement of any existing device to be found inoperable.

**Complete material, service, and labor sub total:** $54,862.48
**Mandated applicable taxes (6.045%):** $3,316.44
**Bonding [required per contract]:** $727.24

**Total Cost:** $58,906.16

ALL PRICES QUOTED ABOVE ARE GOOD FOR 30 DAYS

Mohave #09D-PMAC2-0902 (JOC) • AZ State Contract #PS500028-16 • TCPN Contract #R5044
6771 E. Outlook Dr. • Tucson, AZ 85756 • Office - (520) 545-1044 • Fax - (520) 545-1048
www.pueblo-mechanical.com
AZ LIC: K-39 # ROC176640 • AZ LIC: B-01 # ROC173953 • AZ LIC: K-74 # 260462
Note: Progress billing authorized when/if required due to project timeline

We look forward to providing this important service please call if you have any questions.

Sincerely,

Chuck Hink
602-621-1914 520-545-1048 (fax)
chuck@pueblo-mechanical.com

<table>
<thead>
<tr>
<th>Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
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</table>

ALL PRICES QUOTED ABOVE ARE GOOD FOR 30 DAYS

Mohave #09D-PMAC2-0902 (JOC) • AZ State Contract #EPS060026-16 • TCPN Contract #R5044
6771 E. Outlook Dr. • Tucson, AZ 85756 • Office - (520) 545-1044 • Fax - (520) 545-1048
www.pueblo-mechanical.com
AZ LIC: K-39 # ROC176640 • AZ LIC: B-01 # ROC173953 • AZ LIC: K-74 # 260462
REQUEST: Request for Approval for Issuance of Purchase Order to Progressive Roofing. (TCPN Contract No. MO928) for Re-roofing and Insulation Upgrade at Capitol Elementary School

APPROVED BY: Myriam M. Roa, Superintendent
SUBMITTED BY: Kenneth R. Baca, Assistant Superintendent for Business Services

☐ Action Item ☐ Consent Item ☐ Info. Item Policy Item
☐ 1st Reading (Info)
☐ 2nd Reading (Action)

☐ Additional Attachments

RATIONALE: In order to maintain state of the art facilities, re-roofing needs to be done since the original roof has reached its expected life. The District has the opportunity to upgrade the roof insulation for energy efficiency via the Arizona Public Service (APS) rebate of 2010.

Progressive Roofing will provide material and labor to re-roof and upgrade insulation.

Warranty Information:
- 20 years on replacement
- 5 years on re-coat

Funding:
- 632 Bond Series A $682,935.65
- 2010 APS Rebate $125,000.00

Total Cost: $807,935.65

Start date: February 2011
Completion date: May 2011

BLUEPRINT GOAL:
Creating State of the Art Facilities

RECOMMENDATION:
Administration recommends that the Governing Board approve the issuance of a purchase order to Progressive Roofing (TCPN Contract No. MO928) for re-roofing and insulation upgrade at Capitol Elementary School.
TCPN LINE ITEM PRICING

PHOENIX ELEMENTARY SCHOOL DISTRICT
1350 S. 11TH ST.
PHOENIX, AZ

CAPITOL ELEMENTARY SCHOOL

SCOPE OF WORK:

Buildings 1, 2 & 3 - to be torn-off and 2 layers of 2" isocyanurate insulation installed with a 1/2" cover board and 20 year manville 4 ply hot applied built-up roof installed and coated with white energy star coating.

Building 4 & open canopy area - to have built-up membrane removed from existing insulation and 1/2" fiberboard mapped in place directly over the existing 4" insulation. Install 20 year hot applied built-up roof with white energy star coating.

Roof areas 1, 2, 3, & 4 - to have new single-ply base flashings installed, new counterflashings and new roof jacks. All work to conform to manufacturer's 20 year warranty requirements. Any skylights that can be eliminated will be removed and new decking installed.

Multipurpose building and new addition on building 4 - to be power washed, repaired and coated with United Coatings white energy star coating.

<table>
<thead>
<tr>
<th>WORK DESCRIPTION</th>
<th>UNIT</th>
<th>BID AMOUNT</th>
<th>QTY</th>
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<td>10</td>
<td>$ 5,880.00</td>
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<tr>
<td>20 YEAR WARRANTY</td>
<td>S/F</td>
<td>$ 0.20</td>
<td>71,600</td>
<td>$ 14,320.00</td>
</tr>
</tbody>
</table>

SUBTOTAL                    |      | $ 761,880.00 |
TAXES                       |      | $ 46,055.65  |
GRAND TOTAL                 |      | $ 807,935.65 |
REQUEST: Request for Approval for Issuance of Purchase Order to Pueblo Mechanical & Controls, Inc. (TCPN Contract No. R5044) for HVAC Replacement and Controls Installation at Heard Elementary School

APPROVED BY: Myriam M. Roa, Superintendent
SUBMITTED BY: Kenneth R. Baca, Assistant Superintendent for Business Services

☐ Action Item  ☐ Consent Item  ☐ Info. Item  ☐ Policy Item
☐ 1st Reading (Info)  ☐ 2nd Reading (Action)

☐ Additional Attachments

RATIONALE: This project will replace all HVAC units and will include:

- Upgrading undersized units.
- Installing CO2 monitoring and motion sensors.
- Installing fresh air make-up equipment.
- Upgrading the Energy Management System.

Pueblo Mechanical & Controls, Inc. will provide equipment and installation.

Warranty Information:
- 5 years parts
- 2 years labor

Funding: 632 Bond Series A
Insurance Proceeds

Total Cost: $611,497.92

Start date: February 2011
Completion date: May 2011

BLUEPRINT GOAL: Creating State of the Art Facilities

RECOMMENDATION: Administration recommends that the Governing Board approve the issuance of a purchase order to Pueblo Mechanical & Controls Inc. (TCPN Contract No. R5044) for installation of new HVAC units and controls at Heard Elementary School.
From: Pueblo Mechanical and Controls, Inc.  Date: January 3, 2011

Attn: Ben Barcon
ADM Group Inc.
2100 W 15th Street
Tempe, Arizona 85281
(480) 285-3800

Dear Ben,

Pueblo Mechanical and Controls is pleased to provide the following scope for Heard Elementary.

**AC Units:**

- (1) 10 Ton, 11.6 IEER, Rheem Gas-Pack Model # RJNL-B120D, R410, Hail Guards, Enthalpy Economizers, Disconnects, Horizontal Duct Transitions, 2" Filter
- (1) 7.5 Ton, 11.9 IEER, Rheem Gas-Pack Model # RKNL-B085C, R410, Hail Guards, Enthalpy Economizers, Disconnects, Horizontal Duct Transitions, 2" Filter
- (2) 7.5 Ton, 11.9 IEER, Rheem Gas-Pack Model # RKNL-B085D, R410, Hail Guards, Enthalpy Economizers, Disconnects, Horizontal Duct Transitions, 2" Filter
- (1) 6 Ton, 12.8 IEER, Rheem Gas-Pack Model # RKNL-B072D, R410, Hail Guards, Enthalpy Economizers, Disconnects, Horizontal Duct Transitions, 2" Filter
- (1) 5 Ton, 12.25 EER, Rheem Gas-Pack Model # RKPL-A060C, R410, Hail Guards, Enthalpy Economizers, Disconnects, Horizontal Duct Transitions, 2" Filter
- (20) 5 Ton, 12.25 EER, Rheem Gas-Pack Model # RKPL-A060D, R410, Hail Guards, Enthalpy Economizers, Disconnects, Horizontal Duct Transitions, 2" Filter
- (1) 3 Ton, 12.05 EER, Rheem Gas-Pack Model # RKPL-A036J, R410, Hail Guards, Enthalpy Economizers, Disconnects, Horizontal Duct Transitions, 2" Filter
- (2) 4 Ton, 11.2 EER, Rheem Heat Pump Model # RJNL-A048D, R410a, Hail Guards, Enthalpy Economizers, Disconnects, Curb Adapter, 2" Filter
- Remove and dispose of (49) existing AC units with refrigerant documentation
- Install (49) new AC units onto new curbs or utilizing curb adapters to transition from existing curbs to new units as required
- Install new horizontal duct transitions to transition from new units to existing duct as required
- Connect new disconnects to existing electrical (see additional scope for electrical)
- Connect to existing condensate piping on units requiring curb adapters
- Install and connect new condensate piping on units with new curbs
- Start up and test operation
- Labeling of new material and equipment
- 2 year warranty
- Operation and Maintenance manuals

ALL PRICES QUOTED ABOVE ARE GOOD FOR 30 DAYS
Mohave #09D-PMAC2-0902 (JOC) • AZ State Contract #EPS060028-16 • TCPN Contract #R5044
6771 E. Outlook Dr. • Tucson, AZ 85756 • Office - (520) 545-1044 • Fax - (520) 545-1048
www.pueblo-mechanical.com
AZ LIC: K-39 # ROC176640 • AZ LIC: B-01 # ROC173953 • AZ LIC: K-74 # 260462
**Controls Scope:**

- DDC unit controllers
- Duct mounted temperature sensors for discharge air temperature
- Wall mounted combination CO2/temperature sensors per plans with set-point adjust and override
- Control interface signal to factory economizer package for DCV override
- Start/stop and status for exhaust fans
- On/off control of outside lighting
- Remove existing Invensys UNC520 and install new JACE6 Tridium Niagara AX supervisory controller with fully web based user interface
- System to be connected to customers Ethernet LAN
- Conduit, cabling and labor necessary to perform the above scope of work
- All cabling in concealed and accessible areas is to be plenum rated and not installed in a raceway
- Cabling in exposed areas will be run in conduit
- All labor necessary to install and terminate all devices in the above scope of work
- Existing cabling and raceway is to be reused wherever possible
- Engineering to provide submittals, shop drawings and closeout documentation
- Programming labor for system programming
- Graphical user interface including graphics for floor plans and unit graphics
- System startup checkout and commissioning of control system
- Provide on-site owner training per specifications

**Additional Scope:**

- Remove any unused conduit and wire from roof. Area limited to roofs with AC Unit replacements.
- New conduit and wire will be installed from distribution point to the AC units. This will be limited to high voltage power for the AC units only.
- New condensate piping and electrical conduits will use new B-Line Dura-Blok hardware for roof support
- All new copper condensate drains will be sized and sloped 1/8” per ft. to the nearest approved receptor

**We Exclude The Following:**

- Repair or replacement of any existing device to be found inoperable.
- Repair or replacement of exist duct detectors
Pricing:

Complete material, service, and labor sub total: $538,437.08
Mandated applicable taxes (6.045%): $32,548.52
Bonding [If required]: $7,137.32
Total Cost: $578,122.92

Add Alt #1 - Occupancy based control in classrooms with existing occupancy sensors
Classrooms surveyed have existing Wattmaster occupancy sensors. Install new occupancy sensors with HVAC isolated relay contacts and wire to existing powerpacks (Approximately 40 rooms) add $11,875

Add Alt #2 - Occupancy based control in areas without existing occupancy sensors
Administrative, Media Center, Gymnasium and Cafeteria. Install new occupancy sensors with HVAC isolated relay contacts and new powerpacks (Approximately 20 sensors) add $17,500

Add Alt #3 - Power Monitoring
Install real time power monitor on site at main service entrance (assumed 1 service entrance for entire site) add $4,000

We look forward to providing this important service please call if you have any questions.

Sincerely,

Chuck Hink
602-621-1914 520-545-1048 (fax)
chuck@pueblo-mechanical.com

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Name ___________________________ Signature ___________________________ Date ___________________________

ALL PRICES QUOTED ABOVE ARE GOOD FOR 30 DAYS
Mohave #09D-PMAC2-0902 (JOC) • AZ State Contract #EPS060026-16 • TCPN Contract #R5044
6771 E. Outlook Dr. • Tucson, AZ 85756 • Office: (520) 545-1044 • Fax: (520) 545-1048
www.pueblo-mechanical.com
AZ LIC: K-39 # ROC176640 • AZ LIC: B-01 # ROC173983 • AZ LIC: K-74 # 260462
REQUEST: Request for Approval for Issuance of Purchase Order to Progressive Roofing. (TCPN Contract No. R5044) for Re-roofing at Heard Elementary School

APPROVED BY: Myriam M. Roa, Superintendent
SUBMITTED BY: Kenneth R. Baca, Assistant Superintendent for Business Services

☐ Action Item  ☐ Consent Item  ☐ Info. Item  Policy Item  ☐ 1st Reading (Info)  ☐ 2nd Reading (Action)

☐ Additional Attachments

RATIONALE: In order to maintain state of the art facilities, re-roofing needs to be done since the original roof has reached its expected life.

Progressive Roofing will provide material and labor to re-roof the buildings.

Warranty Information:

- 10 years on coating
- 20 years on built-up roofing
- 35 years on new shingles

Funding: 632 Bond Series A

Total Cost: $544,433.97

Start date: February 2011

Completion date: May 2011

BLUEPRINT GOAL: Creating State of the Art Facilities

RECOMMENDATION: Administration recommends that the Governing Board approve the issuance of a purchase order to Progressive Roofing. (TCPN Contract No. R5044) for re-roofing Heard Elementary School.
**Progressive Roofing**

TCPN LINE ITEM PRICING

PHOENIX ELEMENTARY SCHOOL DISTRICT
1350 S. 11TH ST
PHOENIX, AZ

TCPN CONTRACT #M0928

12/23/2010

**HEARD ELEMENTARY**

**SCOPE OF WORK:**

**Building One:** to be vacuumed of all loose rocks. Refresh all penetrations and scuppers. Existing base flashings to be coated with one part urethane coating. Install 4 gal. cold process adhesive and embed new aggregate. Furnish 10 year warranty.

**Buildings 2 & 3:** gravel areas to have aggregate vacuumed and built-up membrane torn off and disposed of. Install one layer of 1/2" fiberboard in hot asphalt. Install new 20 year Garland hot-applied built-up roof. Install single-ply base flashings. Coat entire roof with Energy Star coating.

**Cap Sheet areas on buildings 1, 3 & 5:** power wash, repair and coat existing cap sheet roofs. Install new self-adhered underlayment and new Malarkey 35 year shingles. Canopy and flat roof area to be replaced with 20 year built-up roof.

<table>
<thead>
<tr>
<th>WORK DESCRIPTION</th>
<th>UNIT</th>
<th>BID AMOUNT</th>
<th>QTY</th>
<th>PROJECT AMOUNT</th>
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<td><strong>BUILDING ONE</strong></td>
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<td><strong>BUILDINGS 2 &amp; 3</strong></td>
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REQUEST: Request for Approval for Issuance of Purchase Order to Pueblo Mechanical & Controls, Inc. (TCPN Contract No. R5044) for HVAC Replacement and Controls Installation and Central Chiller Upgrades at Magnet Traditional Elementary School

APPROVED BY: Myriam M. Roa, Superintendent
SUBMITTED BY: Kenneth R. Baca, Assistant Superintendent for Business Services

☒ Action Item ☐ Consent Item ☐ Info. Item ☐ Policy Item
☒ 1st Reading (Info) ☐ 2nd Reading (Action)

☒ Additional Attachments

RATIONALE: Phase I of this project will replace roof top units and will include:

- Upgrading undersized units.
- Installing CO2 monitoring and motion sensors.
- Installing fresh air make-up equipment.
- Upgrading the Energy Management System.

Phase I Start Date: February 2011
Completion Date: May 2011

Phase II will upgrade the central chiller.

Phase II Start Date: June 2011
Completion Date: August 2011

Pueblo Mechanical & Controls, Inc. will provide equipment and installation.

Warranty Information:
- 5 years parts
- 2 years labor

Funding: 632 Bond Series A

Phase I Cost: $35,044.30
Phase II Cost: $120,000.00
Total Cost: $155,044.30

BLUEPRINT GOAL: Creating State of the Art Facilities

RECOMMENDATION: Administration recommends that the Governing Board approve the issuance of a purchase order to Pueblo Mechanical & Controls Inc. (TCPN Contract No. R5044) for installation of new HVAC units and controls, and central chiller upgrades at Magnet Traditional Elementary School.
PROPOSAL – Magnet Elementary

From: Pueblo Mechanical and Controls, Inc.  
Date: January 3, 2011

Attn: Ben Barcon  
ADM Group Inc.  
2100 W 15th Street  
Tempe, Arizona 85281  
(480) 285-3800

Dear Ben,

Pueblo Mechanical and Controls is pleased to provide the following scope for Magnet Elementary.

AC Units:

- (2) 15 Ton, 11.6 IEER, Rheem Heat Pump Model # RJNL-B120D, R410a, Hail Guards, Enthalpy Economizers, Disconnects, Curb Adapter, 2” Filter
- Remove and dispose of (2) existing AC units with refrigerant documentation
- Install (2) new AC units onto new curbs or utilizing curb adapters to transition from existing curbs to new units as required
- Connect new disconnects to existing electrical
- Connect to existing condensate piping
- Connect to new thermostat or existing control system
- Start up and test operation
- Labeling of new material and equipment
- 2 year warranty
- Operation and Maintenance manuals

We Exclude The Following:
- Repair or replacement of any existing device to be found inoperable.

Complete material, service, and labor sub total: $33,046.63
Mandated applicable taxes (6.045%): $1,997.67
Bonding [not required]: $0.00

Total Cost: $35,044.30

Note: Progress billing authorized when/if required due to project timeline

We look forward to providing this important service please call if you have any questions.

ALL PRICES QUOTED ABOVE ARE GOOD FOR 30 DAYS

Mohave #09D-PMAC2-0902 (JOC) • AZ State Contract #EPS060026-18 • TCPN Contract #R5044
6771 E. Outlook Dr. • Tucson, AZ 85716 • Office - (520) 545-1044 • Fax - (520) 545-1048
www.pueblo-mechanical.com
AZ LIC: K-39 # ROC176640 • AZ LIC: B-01 # ROC173953 • AZ LIC: K-74 # 260462
Sincerely,

Chuck Hink
602-621-1914 520-545-1048 (fax)
chuck@pueblo-mechanical.com

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Name ____________________________________________________________________________
Signature _________________________________________________________________________
Date ____________________________________________________________________________
REQUEST: Request for Approval for Issuance of Purchase Order to Progressive Roofing. (TCPN Contract No. MO928) for Re-roofing at Magnet Traditional Elementary School

APPROVED BY: Myriam M. Roa, Superintendent
SUBMITTED BY: Kenneth R. Baca, Assistant Superintendent for Business Services

☐ Action Item ☐ Consent Item ☐ Info. Item ☐ Policy Item
☐ 1st Reading (Info) ☐ 2nd Reading (Action)

☒ Additional Attachments

RATIONALE: In order to maintain state of the art facilities, re-roofing needs to be done since the original roof has reached its expected life.

Progressive Roofing will provide material and labor to re-roof the buildings.

Warranty Information:
- 20 years on replacement
- 5 years on re-coat

Funding: 2010 Arizona Public Service Rebate

Total Cost: $226,894.94

Start date: February 2011
Completion date: May 2011

BLUEPRINT GOAL: Creating State of the Art Facilities

RECOMMENDATION: Administration recommends that the Governing Board approve the issuance of a purchase order to Progressive Roofing (TCPN Contract No. MO928) for re-roofing Magnet Traditional Elementary School.
**PROGRESSIVE ROOFING**

TCPN LINE ITEM PRICING

PHOENIX ELEMENTARY SCHOOL DISTRICT  
1350 S. 11TH ST.  
PHOENIX, AZ

TCPN CONTRACT #M0928  
1/3/2011

**MAGNET TRADITIONAL**

**SCOPE OF WORK:**

**Areas 1 - tile roof** - remove existing tile and underlayment. Install new self-adhered tile underlayment and roof related flashings. Re-install existing tile and replace broken tile to match existing. All hip and ridge tile to be set-in mortar.


**Area 4** - power wash existing built-up roof areas. Caulk all sheet metal/reglets and coping joints. Three course all drains, scuppers and miscellaneous roof penetrations. Install new single-ply base flashings and 3 course to existing roof material. Coat with 2 coat application of white energy star coating. Furnish 5 year warranty.

**Windows & exterior block expansion joints** - prep and re-caulk all windows and exterior block expansion joints.

*Note - safety fall protection to be set-up prior to job start and removed upon completion*

<table>
<thead>
<tr>
<th>WORK DESCRIPTION</th>
<th>UNIT</th>
<th>AMOUNT</th>
<th>QTY</th>
<th>BID AMOUNT</th>
<th>PROJECT AMOUNT</th>
</tr>
</thead>
<tbody>
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**SUBTOTAL**                    |      |        |      |            | $213,961.00    |
**TAXES**                       |      |        |      |            | $12,933.94     |
**GRAND TOTAL**                 |      |        |      |            | $226,894.94    |
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