

Skyline Schools, Inc
15220 N 50th Street, Suite 109
Phoenix, AZ 85044

Board Meeting
Thursday, June 16, 2011 at 12:30 PM

Ted Chiarello, President called the meeting to order at 12:32 P.M. Board members present were Swen Anderson, Ronda Owens. Ex-Officio, Carl Hill and Brian Duguid, were present and TJ Johnson and Molly Ryan were absent

Call to the Public: None

Board and Staff Recognition and Reports: Mr. Hill said that the STHS graduation went well and that they are now busy cleaning the school to get it ready for next school year. They are in the process of recruiting students and currently have 89 students in estimated count and 110 is the goal for 2011-12. They have an open house scheduled for later today. Mr. Duguid said that SWPS currently has 113 students in estimated count and that they have been busy cleaning and painting the school to get it ready for next school year. SWPS also has a open house scheduled for later this evening.

It was moved by Ms. Owens to approve Board Minutes for May 12, 2011. Swen Anderson seconded the motion and motion carried unanimously.

Discussion and Consideration of proposed budget: Ted Chiarello discussed and explained to board the proposed budget was built on and estimated 175 students. This is considerably less than the 230 students that Skyline was paid on last school year. Mr. Chiarello reviewed the budget and discussed the budget cuts that have been mandated by the State of Arizona. Ronda Owens motioned to accept the proposed budget for 2011-2012 and Swen Anderson seconded motion and motion carried unanimously.

Discussion on board meeting dates for 2011-12. Mr. Chiarello mentioned that the adopted budget needs to be approved no later than July 15, 2011. The board agreed to hold the next board meeting on July 5, 2011 at 11:30 AM to approve the adopted budget.

Discussion and Consideration of Summa Purchasing Group Agreement: Mr. Chiarello explained that signing this agreement would give Skyline Schools the opportunity to be involved in a buying group and would therefore provide us with better pricing for our food service program. This agreement could also benefit Skyline in other areas in which we purchase items. Ronda Owens motioned to approve the Summa Purchasing Group Agreement and Swen Anderson seconded motion and motion carried unanimously.

Discussion and Consideration to approve National School Lunch Program (NSLP): Mr. Chiarello explained that participating in the NSLP would provide Skyline Schools the ability to be reimbursed for free and reduced lunches that are served to our students. He also mentioned that Jenny Michael has been hired to provide monitoring and oversight of this program. Ronda Owens motioned to approve the National School Lunch Program Agreement and Swen Anderson seconded motion and motion carried unanimously.

Readress any items – none

Mr. Chiarello asked for a motion to adjourn meeting at 1:12 PM. Swen Anderson motion to adjourn Board Meeting at 1:12 PM and Ronda Owens seconded motion and motion carried unanimously.

Meeting adjourned at 1:12 Pm.

CHARTER SCHOOL Skyline Schools, Inc. Charter Name

d.b.a. (as applicable)

FY 2012

STATE OF ARIZONA
CHARTER SCHOOL ANNUAL BUDGET

Proposed Version

BY THE GOVERNING BOARD

We hereby certify that the Budget for the School Year 2012 was

Proposed June 16, 2011
Adopted
Revised Date

[Signature]
[Signature]
[Signature]
SIGNED
Member
Member
TITLE

COUNTY Maricopa CTDs NUMBER 078914000

REVENUES
(This section not applicable to budget revisions)

1. TOTAL BUDGETED REVENUES FOR FISCAL YEAR 2011 \$ 2,707,736
2. ESTIMATED REVENUES BY SOURCE FOR FISCAL YEAR 2012

Local	1000	\$ 394,960
Intermediate	2000	\$ 1,360,961
State	3000	\$ 531,702
Federal	4000	\$ 2,287,623
TOTAL		\$ 2,287,623

Charter School Contact Employee: Ted Chiarello
Telephone: (602) 385-3580 Email: tchiarello@skylineschools.com

The budget file(s) for FY 2012 sent to the Arizona Department of Education on June 20, 2011 contain(s) the data for the budget described at left.

[Signature]
School Official
[Signature]
School Official

CHARTER SCHOOL Skyline Schools, Inc.

COUNTY Maricopa

CTDS NUMBER 078914000

EXPENSES	Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500	Supplies 6600	Other 6800	Totals		% Increase/ Decrease
						Current Year 2011	Budget Year 2012	
1000 Schoolwide Project								
1000 Regular Education	2,150,000	43,000	8,000	17,000	0	395,500	283,000	-28.4%
Support Services								
2100 Students	53,500	10,476	2,500	500	0	60,700	66,976	10.3%
2200 Instruction								
2300 General Administration	93,900	18,385	0	0	0	112,285	112,285	0.0%
2400 School Administration	127,000	24,865	54,000	5,000	0	334,750	210,865	-37.0%
2500 Central Services	66,000	12,727	92,500	3,000	5,500	170,580	178,727	4.8%
2600 Operation & Maintenance of Plant	0	0	424,000	100,000	0	521,000	524,000	0.6%
2900 Other Support Services								
3000 Operation of Noninstructional Services	45,000	9,000	5,000	60,000	0	115,000	119,000	3.5%
4000 Facilities Acquisition & Construction								
5000 Debt Service	0	0	0	0	443,553	443,553	443,553	0.0%
610 School-Sponsored Cocurricular Activities								
620 School-Sponsored Athletics	0	0	4,000	2,000	0	6,000	6,000	0.0%
630, 700, 800, 900 Other Programs								
Subtotal (lines 1-14)	599,400	118,453	590,000	187,500	449,053	2,162,368	1,944,406	-10.1%
200 Special Education								
1000 Instruction	15,000	2,937	6,000	0	0	53,916	23,937	-55.6%
Support Services								
2100 Students	0	0	25,000	0	0	50,000	25,000	-50.0%
2200 Instruction	15,000	2,937	0	0	0	5,000	17,937	258.7%
2300 General Administration								
2400 School Administration								
2500 Central Services								
2600 Operation & Maintenance of Plant								
2900 Other Support Services								
3000 Operation of Noninstructional Services								
4000 Facilities Acquisition & Construction								
5000 Debt Service								
Subtotal (lines 16-26)	30,000	5,874	31,000	0	0	108,916	66,874	-38.6%
300 Special Education Disability Title 8 P.L. 103-382 Add-On								
400 Pupil Transportation	0	0	30,000	11,000	0	171,000	41,000	-76.0%
530 Dropout Prevention Programs								
540 Joint Career & Technical Ed. & Vocational Ed. Center								
Subtotal (lines 15 and 27-31)	629,400	124,327	651,000	198,500	449,053	2,442,284	2,052,280	-16.0%
Classroom Site Projects (from page 4, line 14)	48,639	9,684	0	0	0	77,238	59,323	-23.2%
Structural Improvement Project (from page 4, line 5)								
Structural English Immersion Project (from page 5, line 11)						10,000	8,000	-20.0%
Complementary Instruction Project (from page 5, line 22)	0	0	0	0	0	0	0	0.0%
Federal and State Projects (from page 2, line 31)	0	0	0	0	0	0	0	0.0%
Total (lines 32-37)	679,039	134,011	651,000	198,500	449,053	2,632,619	2,209,030	-16.1%

FEDERAL AND STATE PROJECTS

- 1400-1399 FEDERAL PROJECTS**
1. 1100-1130 ESEA Title I-Helping Disadvantaged Children
 2. 1140-1150 ESEA Title II-Prof. Dev. And Technology
 3. 1160 ESEA Title IV-21st Century Schools
 4. 1170-1180 ESEA Title V-Promote Informed Parent Choice
 5. 1190 ESEA Title III-Limited Eng. & Immigrant Students
 6. 1200 ESEA Title VI-Indian Education
 7. 1210 ESEA Title VI-Flexibility and Accountability
 8. 1220 IDEA, Part B
 9. 1230 Johnson-O'Malley
 10. 1240 Workforce Investment Act
 11. 1250 AEA-Adult Education
 12. 1260-1270 Vocational Education-Basic Grants
 13. 1280 ESEA Title X-Homeless Education
 14. 1290 Medicaid Reimbursement
 15. 1300 Charter School Implementation Proj. (Stimulus)
 16. 1310-1399 Other Federal Projects
 17. Total Federal Projects (lines 1-16)
- 1400-1499 STATE PROJECTS**
18. 1400 Vocational Education
 19. 1410 Early Childhood Block Grant
 20. 1420 Extended School Year-Pupils with Disabilities
 21. 1425 Adult Basic Education
 22. 1430 Chemical Abuse Prevention Programs
 23. 1435 Academic Contests
 24. 1445 Dropout Prevention Program (Grade 4-12)
 25. 1450 Gifted Education
 26. 1455 Family Literacy Program
 27. 1465 Environmental Special Plate
 28. 1465 Charter School Stimulus Fund
 29. 1470-1499 Other State Projects
 30. Total State Projects (lines 18-29)
 31. Total Federal and State Projects (lines 17 and 30)

	Current Year 2011	Budget Year 2012
1.	\$3,888	50,000
2.	7,282	7,500
3.	1,927	1,927
4.	0	0
5.	0	0
6.	0	0
7.	0	0
8.	40,000	30,000
9.	0	0
10.	0	0
11.	0	0
12.	0	0
13.	0	0
14.	0	0
15.	0	0
16.	0	0
17.	103,097	89,427
18.	0	0
19.	0	0
20.	0	0
21.	0	0
22.	0	0
23.	0	0
24.	0	0
25.	0	0
26.	0	0
27.	0	0
28.	0	0
29.	0	0
30.	0	0
31.	103,097	89,427

CAPITAL ACQUISITIONS

1. 0191 Land and Land Improvements
2. 0192 Site Improvements
3. 0194 Buildings and Building Improvements
4. 0196 Equipment
5. 0198 Construction in Progress
6. Total Capital Acquisitions (lines 1-5)

	Current Year 2011	Budget Year 2012
1.	0	0
2.	0	0
3.	0	0
4.	0	0
5.	0	0
6.	0	0

SPECIAL EDUCATION PROGRAMS BY TYPE

	Program 200 Current Year 2011	Total Current Year 2011	Program 200 Budget Year 2012	Total Budget Year 2012
1. Autism	0	0	0	0
2. Developmental Delay	0	0	0	0
3. Emotional Disability	0	0	0	0
4. Hearing Impairment	0	0	0	0
5. Other Health Impairments	108,916	108,916	66,874	66,874
6. Specific Learning Disability	0	0	0	0
7. Mild, Moderate, or Severe I.D.*	0	0	0	0
8. Multiple Disabilities	0	0	0	0
9. Multiple Disabilities with S.S.I.**	0	0	0	0
10. Orthopedic Impairment	0	0	0	0
11. Speech/Language Impairment	0	0	0	0
12. Traumatic Brain Injury	0	0	0	0
13. Visual Impairment	0	0	0	0
14. Subtotal (lines 1-13)	108,916	108,916	66,874	66,874
15. Gifted Education	0	0	0	0
16. ELL Incremental Costs	0	0	0	0
17. ELL Compensatory Instruction	0	0	0	0
18. Remedial Education	0	0	0	0
19. Vocational and Technological Ed.	0	0	0	0
20. Career Education	0	0	0	0
21. Subtotal (lines 15-20)	0	0	0	0
22. TOTAL (lines 14 and 21) (1)	108,916	108,916	66,874	66,874

* Intellectual Disability (formerly Mental Retardation)
 ** Severe Sensory Impairment
 (1) Program 200 Current Year and Program 200 Budget Year column totals should equal line 27 on pg. 1.
 Total Current Year and Total Budget Year column totals should equal the total of lines 27 and 28 on pg. 1

PROPOSED RATIOS FOR SPECIAL EDUCATION

SELECTED EXPENSES BY TYPE
 (Must be included on page 1)

Teacher-Pupil	1 to 10.0	Audit Services	12,500
Staff-Pupil	1 to 10.0	Classroom Instruction	306,937

STATE EQUALIZATION ASSISTANCE BUDGETED FOR FOOD SERVICE EXPENSES
 Enter the amount of State Equalization Assistance budgeted for Food Service, Function 3100:

Expenses	Salaries 6100	Employee Benefits 6200	Totals		% Increase/ Decrease
			Current Year 2011	Budget Year 2012	
Classroom Site Project 1011 - Base Salary					
100 Regular Education					
1000 Instruction	9,927	1,938	15,448	11,865	-23.2%
2100 Support Services - Students			0	0	
2200 Support Services - Instruction			0	0	
Program 100 Subtotal (lines 1-3)	9,927	1,938	15,448	11,865	-23.2%
200 Special Education					
1000 Instruction			0	0	
2100 Support Services - Students			0	0	
2200 Support Services - Instruction			0	0	
Program 200 Subtotal (lines 5-7)	0	0	0	0	
Other Programs (Specify)					
1000 Instruction			0	0	
2100 Support Services - Students			0	0	
2200 Support Services - Instruction			0	0	
Other Programs Subtotal (lines 9-11)	0	0	0	0	
Total Expenses (lines 4, 8, and 12)	9,927	1,938	15,448	11,865	-23.2%
Classroom Site Project 1012 - Performance Pay					
100 Regular Education					
1000 Instruction	19,856	3,873	30,895	23,729	-23.2%
2100 Support Services - Students			0	0	
2200 Support Services - Instruction			0	0	
Program 100 Subtotal (lines 14-16)	19,856	3,873	30,895	23,729	-23.2%
200 Special Education					
1000 Instruction			0	0	
2100 Support Services - Students			0	0	
2200 Support Services - Instruction			0	0	
Program 200 Subtotal (lines 18-20)	0	0	0	0	
Other Programs (Specify)					
1000 Instruction			0	0	
2100 Support Services - Students			0	0	
2200 Support Services - Instruction			0	0	
Other Programs Subtotal (lines 22-24)	0	0	0	0	
Total Expenses (lines 17, 21, and 25)	19,856	3,873	30,895	23,729	-23.2%

Expenses	Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500	Supplies 6600	Totals		% Increase/ Decrease
					Current Year 2011	Budget Year 2012	
Classroom Site Project 1013 - Other							
100 Regular Education							
1000 Instruction	19,856	3,873			30,895	23,729	-23.2%
2100 Support Services - Students					0	0	
2200 Support Services - Instruction					0	0	
Program 100 Subtotal (lines 1-3)	19,856	3,873	0	0	30,895	23,729	-23.2%
200 Special Education							
1000 Instruction					0	0	
2100 Support Services - Students					0	0	
2200 Support Services - Instruction					0	0	
Program 200 Subtotal (lines 5-7)	0	0	0	0	0	0	
530 Dropout Prevention Programs							
1000 Instruction					0	0	
Other Programs (Specify) _____							
1000 Instruction					0	0	
2100, 2200 Support Services - Students/Instruction					0	0	
Other Programs Subtotal (lines 10-11)	0	0	0	0	0	0	
Total Expenses (lines 4, 8, 9, and 12)	19,856	3,873	0	0	30,895	23,729	-23.2%
Total Classroom Site Projects (line 13 & p. 3, lines 13 & 26)	49,639	9,694	0	0	77,238	59,323	-23.2%

INSTRUCTIONAL IMPROVEMENT PROJECT

Indicate amounts budgeted in Project 1020 for the following:

1. Teacher Compensation Increases
 2. Class Size Reduction
 3. Dropout Prevention Programs (1)
 4. Instructional Improvement Programs (1)
 5. Total Instructional Improvement (lines 1-4)
- (1) These monies must be spent for maintenance and operation purposes only.

	Current Year 2011	Budget Year 2012
1.	10,000	8,000
2.	0	0
3.	0	0
4.	0	0
5.	10,000	8,000

Expenses	Number of Personnel Current Year	Number of Personnel Budget Year	Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500	Supplies 6600	Other 6800	Totals		% Increase/ Decrease
								Current Year 2011	Budget Year 2012	
Structured English Immersion Project - 1071										
260 Special Education-ELL Incremental Costs										
1000 Instruction	1.	0.00						0	0	
Support Services										
2100 Students	2.	0.00						0	0	
2200 Instruction	3.	0.00						0	0	
2300 General Administration	4.	0.00						0	0	
2400 School Administration	5.	0.00						0	0	
2500 Central Services	6.	0.00						0	0	
2600 Operation & Maintenance of Plant	7.	0.00						0	0	
2900 Other Support Services	8.	0.00						0	0	
Program 260 Subtotal (lines 1-8)	9.	0.00	0	0	0	0	0	0	0	
430 Pupil Transportation-ELL Incremental Costs										
Support Services										
2700 Student Transportation	10.	0.00						0	0	
Total Expenses (lines 9 and 10)	11.	0.00	0	0	0	0	0	0	0	

Expenses	Number of Personnel Current Year	Number of Personnel Budget Year	Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500	Supplies 6600	Other 6800	Totals		% Increase/ Decrease
								Current Year 2011	Budget Year 2012	
Compensatory Instruction Project - 1072										
265 Special Education-ELL Compensatory Instruction										
1000 Instruction	12.	0.00						0	0	
Support Services										
2100 Students	13.	0.00						0	0	
2200 Instruction	14.	0.00						0	0	
2300 General Administration	15.	0.00						0	0	
2400 School Administration	16.	0.00						0	0	
2500 Central Services	17.	0.00						0	0	
2600 Operation & Maintenance of Plant	18.	0.00						0	0	
2900 Other Support Services	19.	0.00						0	0	
Program 265 Subtotal (lines 12-19)	20.	0.00	0	0	0	0	0	0	0	
435 Pupil Transportation-ELL Compensatory Instruction										
Support Services										
2700 Student Transportation	21.	0.00						0	0	
Total Expenses (lines 20 and 21)	22.	0.00	0	0	0	0	0	0	0	



Applications

Sponsor Application

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You are in [NSLP Home](#) > [Applications Index](#) > Sponsor Application

Complete and submit this form after submitting your site applications to ADE.
 The indicates boxes that must contain information before you click the Submit button. The * indicates Office Use Only.

Skyline Schools, Inc.
(07-89-14)

2012 Program Year
 Application Revision 2
 Approved

For assistance, contact your Program Specialist. Your Program Specialist is **Emily Molchan** Telephone: (602) 364-2354

1a. District Superintendent Contact	
First Name:	Ronda
Last Name:	Owens
Title:	Superintendent
E-Mail Address:	rowens@skylineschools.com
Phone:	(623) 385-3580 ext.
Fax:	(623) 385-3615 ext.
Receive System E-Mail:	No
School Food Authority Contact	
First Name:	jenny
Last Name:	michael
Title:	director
E-Mail Address:	jmichael@skylineschools.com
Phone:	(623) 385-3605 ext.
Fax:	(623) 875-9261 ext.
Receive System E-Mail:	Yes
2. Program Contact	
First Name:	jenny
Last Name:	michael
Title:	director
E-Mail Address:	jmichael@skylineschools.com
Phone:	(623) 385-3605 ext.
Fax:	(623) 875-9261 ext.
Receive System E-Mail:	Yes
3. Physical Address	
Address 1:	17667 N. 91st Avenue
Address 2:	
City:	Peoria

State: Arizona
 Zip Code: 85382

4. Mailing Address

Mailing Address is the same as the Physical Address.

General Information

Type of Sponsoring Authority: Public - Educational Institution
 Participate in the Food Distribution Program: Yes
 High-Rate Lunch Reimbursement Eligibility: Eligible *
 Do you have a Local Wellness Policy?: Yes, implemented
 Do you have a School Food Safety Plan (in accordance with the Process Approach to HACCP)? Yes, implemented
 Special Assistance Participation Status: Base Year for Special Assistance Provision 2
 How many sites do you wish to enroll in the Special Assistance Program? 5
 Have you attended the A+ School Lunch and Provision 2 and 3 training prior to the first operating day of the Base Year? Yes
 Do you have means to run a self-supporting Food Service Department (sponsors may not supplement meal service operations with any federal funds other than USDA)? Yes
 Have you read and understood the requirements of Special Assistance Provision 2 and 3 (see handbook)? Yes

Meal Counting and Point of Service

Method of Meal Counting: Checklist: In Use
 Tickets: In Use
 Computer: Not Used
 Other: Not Used

Method of Meal Counting Description: Students line up single file and must check in with a food service clerk. The clerk verifies the students name against a coded checklist and issues the student a ticket. The student then proceeds to the serving counter where the ticket is collected and their lunch is then served.

Explanation for Multiple Methods of Meal Counting: One person accounts at beginning of line accounts for children by name, and one person at the end of the line accounting for children by ticket

Point of Service Description: The point of service is the food service clerk. They are responsible for verifying the students against the checklist and issuing tickets. The student then takes the ticket to the counter/window were a staff member takes the ticket and verifies that the student receives a reimbursable meal .

7. Menu Planning

School Breakfast Program Menu Planning Option: Traditional
 National School Lunch Program Menu Planning Option: Traditional
 Menu Planning Option Description:

Source of Assisted NuMenus:

8. Food Service Management Company

Contract with a Food Service Management Company: No

Name of Food Service Management Company:

Contract Start Date:

Contract End Date:

9. Forms For Free And Reduced-Price Meals

Application For Free And Reduced-Price Meals: Form Approved by ADE

Parent Letter For Free And Reduced-Price Meals: Form Approved by ADE

Notification Letter: Form Approved by ADE

10. Certification Statement

I hereby certify that neither this sponsor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all covered awards and sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

The sponsor hereby agrees to comply with all State and Federal laws and regulations governing Child Nutrition Programs. The sponsor submitting this application will ensure that all monthly claims for reimbursement represent meals/milk served by category and that records are available to support these claims. It is acknowledged that once approved by the Arizona Department of Education, this application places in force the Food Program Permanent Service Agreement effective 07/01/2008 and any subsequent amendment for the 2011-2012 program year.

I hereby certify that I have read and understand the United States Department of Agriculture Free and Reduced-Price Policy Statement.

I Agree

Created by Ted Chiarello on 07/05/2011 at 10:47 AM
 Submitted by Ted Chiarello on 07/05/2011 at 11:05 AM
 Approved by Cory Alexander on 07/27/2011 at 5:56 PM

Close

**COOPERATIVE PURCHASING AGREEMENT
FOR
THE GREATER PHOENIX PURCHASING CONSORTIUM OF SCHOOLS**

This Agreement is entered into this _____ day of _____, 20____, between the Greater Phoenix Purchasing Consortium of Schools ("GPPCS") and _____, a school district or charter school subject to the procurement rules as prescribed in A.A.C. R7-2-1001 et seq., located within the Phoenix Metropolitan area ("eligible school district or charter school"), in accordance with A.A.C. R7-2-1191. Invitation for Bids and Request for Proposals shall be issued by a selected eligible school district or charter school on a rotational basis for the benefit of eligible school districts and charter schools. By endorsing this Agreement, eligible school districts or charter schools may participate in any bid or proposal issued under the authority of the Consortium. Other public entities, including charter schools not subject to the procurement rules as prescribed in A.A.C. R7-2-1001 et seq., may participate in a bid or proposal at the discretion of the Consortium. This Agreement does not require that an eligible school district or charter school participate in all procurements. Whether or not to participate in an individual procurement shall be left to the discretion of each individual eligible school district or charter school.

In consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the parties agree as follows:

1. The specifications, terms, and conditions for products, materials and services to be purchased under this Consortium shall be determined by the GPPCS.
2. The GPPCS shall conduct procurement in strict accordance with the Arizona State Board of Education School District Procurement Rules (A.A.C. R7-2-1001 et seq.).
3. The GPPCS will identify eligible school districts or charter schools as eligible participants in all bids and proposals issued by the Consortium.
4. An eligible school district or charter school shall not use a Consortium contract to obtain concessions, including lower prices, from the Consortium contractor or any other vendor for the same or similar products, materials, and/or services.
5. The eligible school district or charter school shall:
 - a. Insure that Purchase Orders issued against eligible Consortium contracts are in accordance with terms and prices established in the Consortium contract.
 - b. Make timely payment to the Consortium contractor for all products, materials, and services in accordance with the terms and conditions of the Consortium contract. Payment, inspection and acceptance of products, materials and services ordered by the eligible school district or charter school shall be the exclusive obligation of the school district or charter school.
 - c. Be responsible for the ordering of materials or services under this Agreement. The Consortium shall not be liable in any fashion for any violation by the eligible school district or charter school of this Agreement, and the eligible school district or charter school shall hold the Consortium harmless to the extent permitted by law from any liability which may arise from action or inaction of the eligible school district or charter school relating to this Agreement or its subject matter.
 - d. The exercise of any rights or remedies by the eligible school district or charter school shall be the exclusive obligation of such unit; however, the Consortium, as the contract administrator and

without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.

6. The Consortium may terminate without notice this Agreement if the eligible school district or charter school fails to comply with the terms of a Consortium contract or this Agreement.
7. The eligible school district or charter school may terminate without notice this Agreement if the Consortium fails to comply with the terms of this Agreement.
8. This Agreement shall take effect upon execution by the parties and shall continue until it is terminated in accordance with its terms. This Agreement supercedes any and all previous purchase agreements.
9. Except as provided in paragraphs 6 and 7, either party may terminate this Agreement with at least thirty (30) days written notice to the other party.
10. Failure of an eligible school district or charter school to secure performance from the Consortium contractor in accordance with the terms and conditions of its Purchase Order does not necessarily require the Consortium to exercise its own rights and remedies.
11. There shall be no charge to the eligible school district or charter school for membership in this Consortium. However, legal costs for procurement protests agreed to by the Consortium shall be equally divided amongst the districts, charter schools and eligible members participating in the procurement in question.
12. This Agreement may be cancelled pursuant to the provisions of A.R.S. 38-511.

FOR CHARTERS SCHOOLS ONLY (Check the box that applies)	
<input type="checkbox"/>	Our charter school is subject to the procurement rules as prescribed in A.A.C. R7-2-1001 et seq.
<input type="checkbox"/>	Our charter school has been exempted by the State Board of Charter Schools and is NOT subject to the procurement rules as prescribed in A.A.C. R7-2-1001 et seq.

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed hereto.

**FOR THE ELIGIBLE SCHOOL DISTRICT
OR CHARTER SCHOOL:**

FOR THE CONSORTIUM:

Signature

Signature

Printed Name

Printed Name

Title

President of the Consortium

Title

Date

Date

Phone No.

Phone No.

**SUMMA PURCHASING GROUP, LLC
MEMBER PARTICIPATION AGREEMENT**

This Agreement is made this _____ day of _____, 20___, by and between Summa Purchasing Group, LLC TM ("Summa"), a Delaware limited liability company, and _____ ("Member").

Summa is a group purchasing organization ("GPO") which among other things, negotiates vendor and distribution agreements on behalf of organizations. Member is an organization which promotes or utilizes vendor and distribution agreements negotiated by a GPO. Therefore, in consideration of the foregoing statements, Summa and Member agree as follows:

- A. Member hereby authorizes Summa (and its agents, including Provista, LLC TM ("Provista"), a Delaware limited liability company "Provista" and Novation) to act as a group purchasing organization on its behalf and to advise the vendors and/or distributors ("Suppliers") that it should be listed as a participating member in the Summa contracts, all contingent upon proper and timely completion of any necessary enrollment forms or declaration documents.
- B. **Term and Termination.** This Agreement is for a one-year term commencing on the date set forth above, and will automatically renew from year to year unless either party gives prior notice of termination. Additionally, this Agreement may be terminated by either party at will and without cause at any time upon sixty (60) days prior written notice to the other. The effective date of program eligibility will be established for each program.
- C. Member agrees that Summa is authorized (but not obligated) as Member's purchasing agent to enter into any agreement with Suppliers in order to make products, intangible rights or services available to the Member. Any such agreement may set forth some or all of the terms and conditions pursuant to which the Member may purchase such products, rights or services from the Supplier. **Nothing in any such agreement shall, in any way, obligate the Member to purchase, license or lease any products, services or intangible rights hereunder.** In each case, where the Member takes advantage of any such agreement, the Member agrees to comply with the terms and conditions of such agreements. Additionally, Member represents and warrants that all products purchased through Summa agreements will be for the Member's "own use", and that Member will comply with all applicable laws; any breach of the foregoing representation and warranty may result in immediate termination of this Agreement. Member recognizes that before it may purchase through such agreements, Summa may need to ensure that its Suppliers are willing to do business with the Member.
- D. Member agrees that Summa may receive fees from Suppliers in connection with products, rights or services which are purchased, licensed or leased by Member, including without limitation, remuneration for providing certain administrative and promotional services to Suppliers.
- E. Member represents, warrants and guarantees that at all times during the term of this Agreement, Member will comply with all applicable federal, state and local laws. Member agrees to defend, indemnify and hold Summa harmless from any and all losses, damages and costs (including, but not limited to, attorneys' fees and expenses) incurred by Summa on account of any breach of this warranty.
- F. Summa, its directors, officers, agents and employees shall not be liable to the Member for any act, or failure to act, in connection with the Summa purchasing agreements, any distribution agreements or the Summa programs. In addition, Summa shall not have any liability to Member for any failure of a distribution agent to perform the service which it has agreed to provide in any distribution agreement. Without limiting the generality of the foregoing, Summa hereby disclaims and excludes any express or implied representation or warranty regarding any products or services which may be the subject of Summa purchasing agreements or any distribution agreement or the Summa programs.
- G. Member agrees that it will keep strictly confidential and hold in trust all confidential information of Summa, not use it for any purpose other than to effectuate the purposes of this Agreement, nor disclose such confidential information to any third party, except upon Summa's prior written consent or as required under court order or the

Freedom of Information Act (5 U.S.C. § 552). "Confidential Information" will consist of all information relating to the prices and usage of any products or services contracted for and all information of Summa relating to its programs, services and agreements of a proprietary or sensitive nature not readily available through sources in the public domain.

H. This Agreement may not be transferred or assigned without the prior written consent of both parties hereto, provided, however, that Summa may assign this Agreement to any affiliate of Summa without Member's consent.

I. This Agreement, constitutes the entire agreement of the parties with respect to the transactions contemplated thereby.

THEREFORE, in consideration of the premises and the covenants contained herein and other good and valuable consideration, the adequacy, receipt and sufficiency whereof are hereby acknowledged, the parties agree to the terms and conditions as outlined herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective authorized representatives.

Member

Signature: _____

Title: _____ *Date:* _____

Summa Purchasing Group, LLC

Signature: _____ *Title: Manager, Officer* *Date:* _____

Signature: _____ *Title: Sales Representative* *Date:* _____

Mail original PA to the following address: Summa Purchasing Group, LLC
240 Waters Edge Way
Oak Point, TX 75068

Fax Participation Agreement to: (940) 293-1831