



NOTICE OF PUBLIC MEETING

TOLLESON UNION HIGH SCHOOL DISTRICT #214 GOVERNING BOARD AGENDA FOR REGULAR MEETING

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Tolleson Union High School District Governing Board and the general public that the Governing Board will hold a public meeting open to the public as follows:

DATE: July 26, 2016

TIME: 6:00 p.m.

PLACE: District Administrative Center, 9801 West Van Buren Street, Tolleson, AZ 85353

The agenda for this meeting is provided below. However, the Governing Board reserves the right to change the order of items on the Agenda with the exception of public hearings set for a specific time. One or more members of the Governing Board may participate in the meeting by telephonic communication.

Pursuant to A.R.S. §38-431.03 A.3, the Governing Board may vote to convene an executive session, which will not be open to the public, for discussion or consultation for legal advice with the Governing Board's attorney on any matter listed on the Agenda.

A copy of background material for an agenda item provided to Governing Board members (with the exception of materials relating to executive sessions) is available for public inspection at the District Administrative Center, 9801 W. Van Buren Street, Tolleson, AZ 85353, at least twenty-four (24) hours prior to the Governing Board meeting. Please contact Judith Jameson, the Governing Board's Executive Assistant, at 623-478-4001 for more information.

Persons with a disability may request reasonable accommodations by contacting Mrs. Jameson. Accommodations should be requested at least two (2) working days prior to a public meeting to allow time for the District to arrange for the accommodation.

Posted: July 21, 2016

By: Judith Jameson, Executive Assistant to the Governing Board

A complete copy of the meeting agenda can be found on the TUHSD website: www.tuhsd.org

REGULAR MEETING

1. Call to Order and Roll Call

The meeting was called to order by _____ at _____ p.m.

Mr. Chapman Mr. Del Palacio Ms. Madruga Mr. Moreno Mr. Villalon

2. Pledge of Allegiance

3. Approval of the Regular Agenda

Recommendation: That the Governing Board approve the Regular Agenda.

Motion made by _____; seconded by _____

Mr. Chapman Mr. Del Palacio Ms. Madruga Mr. Moreno Mr. Villalon

4. Summary of Current Events

The Superintendent and/or Governing Board members may present a brief summary of current events. The Governing Board will not propose, discuss, deliberate, or take legal action at the meeting on any matter in the summary unless the specific matter is properly noticed for legal action.

5. Public Participation

The Governing Board is committed to providing regular opportunities for the public to address the Governing Board. To that end, the public is invited to address the Governing Board on any issue within its jurisdiction, subject to reasonable time, place, and manner restrictions.

Members of the public who wish to address the Governing Board are to complete a public participation form and provide it to Judith Jameson, the Governing Board’s Executive Assistant, prior to the beginning of the meeting.

Governing Board members are not permitted to discuss or take legal action on matters raised during the open call to the public unless the matters are properly noticed for discussion and legal action. However, the law permits Governing Board members to do the following at the conclusion of the open call to the public: (a) respond to criticism made by those who have addressed the Governing Board; (b) ask staff to review a matter; or (c) ask that a matter be put on a future agenda.

During public participation, the Governing Board shall not hear personal complaints against school personnel or any other person connected with the District. Persons with complaints/concerns regarding District matters are referred to Governing Board Policies KE, KEB, KEC, and KED.

6. Approval of the Consent Agenda

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

Motion made by _____; seconded by _____

Mr. Chapman Mr. Del Palacio Ms. Madruga Mr. Moreno Mr. Villalon

7. Discussion/Action of Items(s) Previously Removed From the Consent Agenda

Motion made by _____; seconded by _____

Mr. Chapman Mr. Del Palacio Ms. Madruga Mr. Moreno Mr. Villalon

CONSENT AGENDA* ITEMS

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

	<u>PDF</u> <u>PAGE #</u>
*1. Human Resources	
A. Personnel Items	5-7
Recommendations for ratification of various personnel actions.	
*2. Financial Services	
A. Vouchers	8-9
Prior to ratification at each Governing Board meeting, Governing Board members review vouchers and/or journal entries. Vouchers represent orders for payment of material, equipment, salaries, and services.	
*3. Teaching and Learning	
A. Intergovernmental Agreement with the City of Glendale for Services of School Resource Officers – Copper Canyon High School	10-20
Administration recommends Governing Board approve the FY17 Intergovernmental Agreement with the City of Glendale to provide School Resource Officer (SRO) services to Copper Canyon High School from August 3, 2016 through May 26, 2017.	
B. Amendment No. 4 to the City of Phoenix Agreement No. 139916 for School Resource Officer Services – Sierra Linda High School	21-24
Administration recommends Governing Board approve Amendment No. 4 to the City of Phoenix Agreement No. 139916 for School Resource Officer (SRO) services to Sierra Linda High School from August 3, 2016 through May 26, 2017.	
*4. Superintendent’s Office	
A. Minutes – July 12, 2016 Regular Meeting	25-30
All Governing Board members were present.	

INFORMATION/DISCUSSION ITEMS

1. Homeless Youth Connection Program Update	31
Dawn Bogart, Executive Director of the Homeless Youth Connection will provide an update on programs available to homeless youth.	
2. First Reading – Multiple Policies (BDF, JK, JK-RB, JLDB, JLDB-EA, EB, EC, ED AND KF)	32-60
Administration seeks Governing Board review of the first reading of multiple policy revisions based upon changes to law and/or recommendations.	

ACTION/DISCUSSION ITEM

1. New Position – Director, Public Relations/Marketing 61-63

The Governing Board has tasked the new Superintendent to market the District. Adding this new position to focus on public relations and marketing will allow the District to tell our story as a unified front through branding, as well as traditional and social media and other marketing approaches.

Recommendation: That the Governing Board approve the creation of the Director, Public Relations/Marketing position.

Motion made by _____; seconded by _____

Mr. Chapman Mr. Del Palacio Ms. Madruga Mr. Moreno Mr. Villalon

2. Arizona School Boards Association’s Proposed 2017 Political Agenda 64-73

The September 10, 2016 Arizona School Boards Association (ASBA) Delegate Assembly will determine the positions of the ASBA for any future Special Sessions of the current legislature and for the First Regular Session of the Fifty-Third Legislature. The ASBA Legislative Committee has reviewed all proposals and created the proposed 2017 Political Agenda for consideration and ratification.

Recommendation: That the Governing Board review and discuss the 2017 Proposed Political Agenda submitted by the ASBA Legislative Committee and instruct Mr. Devin Del Palacio, the Governing Board’s official delegate, and Mr. Freddie Villalon, Alternate Delegate, as to the Governing Board’s direction in voting at the September 10, 2016 Delegate Assembly.

Motion made by _____; seconded by _____

Mr. Chapman Mr. Del Palacio Ms. Madruga Mr. Moreno Mr. Villalon

AGENDA ITEMS FOR FUTURE MEETING(S)

- August 9, 2016
- August 23, 2016
- September 13, 2016

ADJOURNMENT

Motion made by _____; seconded by _____

The meeting was adjourned at _____.

SUMMARY OF AGENDA ITEM

MEETING DATE: July 26, 2016

AGENDA SUBJECT: Personnel Items

PURPOSE:

Administration seeks Governing Board approval/ratification of personnel actions.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

The Governing Board has sole responsibility for personnel actions including new hires, re-employment, resignations, retirements, and terminations.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

The personnel action recommendations are in the best interest of the District and those that it serves.

BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

It is recommended that the Governing Board approve/ratify the personnel action recommendations.

Submitted by: Michael Stewart
Director, Human Resources Date: July 20, 2016

Reviewed by: Mrs. Nora Gutierrez
Superintendent Date: July 20, 2016

TUHSD HUMAN RESOURCES

To: Judy Jameson, Executive Assistant to the Superintendent and Governing Board
From: Michael Stewart, Human Resources Director
Date: July 18, 2016
Re: Personnel Items, Governing Board Meeting, **07/26/2016**

Please submit the following recommendations and ratifications for Governing Board approval.

ADMINISTRATIVE STAFF

Resignation

Jennifer Gardner	DO	Instructional Leadership Coordinator – Literacy/Reading
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CERTIFIED STAFF

Employment of Personnel for the 2016-2017 School Year

Aragon, Rogelio	CCHS	Mathematics
Cline, Jessica	CCHS	Science – Biology/Anatomy
McReynolds, Camie	CCHS	Physical Education
Morrissey, Daniel	CCHS	Special Services – Co-Teacher
Nieto, Heather	CCHS	English
Schweikert, Kathleen	CCHS	Reading
White, Daniel	CCHS	Science – Biology
Spacht, Tricianne	DO	Guest Teacher
Medrano, Elisa	LJCHS	Guidance Counselor
Friederich, Ashley	TUHS	English
Hop, Amy	TUHS	Physical Education
Newey, Jonathan	THUS	Performing & Visual Arts – Choir/Band
Allomov, Katherine	WHS	English (.6 FTE)
Fracker, Adam	WHS	Social Studies – Economics/History
Garza, Xavier	WHS	Science – Biology
Scott, William	WHS	CTE – Welding

Resignations

Cleveland Jimerson, DeKenda	CCHS	CTE – Business
Lewis, Jeremy	LJCHS	Science – Biology
Ortega, Omar	LJCHS	Foreign Language – Spanish
Vargo, Megan	WHS	English
Steger, Jeffery	WHS	In-House Substitute

Coaches Resignation

Diaz, Matias	SLHS	Varsity Volleyball Coach
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Deceased

Diaz, Matias

SLHS

Foreign Language – Spanish

CLASSIFIED STAFF**Employment of Personnel**

Ganser, Christopher

DO

Substitute Bus Driver

Hansher, Amy

DO

Substitute Bus Monitor

Hartley, Sara

DO

Administrative Assistant V- Human Resources

Corona, Ricardo

TUHS

Groundskeeper

Resignations

Cano, Norma

CCHS

Administrative Assistant IV- Athletics

Iribe, Angelica

CCHS

Administrative Assistant IV- Discipline

Alvidrez, Bonita

DO

Substitute Bus Driver

Frye, Christina

DO

Bus Driver

Mathews, Yolanda

DO

CTE Student Support Analyst

Termination

Ramirez, Christina

LJCHS

Cafeteria Cashier

SUMMARY OF AGENDA ITEM

MEETING DATE: June 28, 2016

AGENDA SUBJECT: Vouchers

PURPOSE:

Administration seeks Governing Board ratification of payroll and expense vouchers.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

Pursuant to A.R.S. §15-321(G), "An order on a county school superintendent for a salary or other expense shall be signed by a majority of the governing board. An order for salary or other expense may be signed between board meetings if a resolution to that effect has been passed prior to the signing at the regular or special meeting of the governing board and the order is ratified by the board at the next regular or special meeting of the governing board."

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

Ratification of vouchers and/or journal entries ensures that timely payment of material, equipment, salaries, and services are made.

BUDGET IMPACT AND COSTS:

Payroll Voucher: \$ 5,380,574.52 (#44 - #46)
Expense Vouchers: \$ 7,482,464.64 (#8160-8176, 9000)

RECOMMENDATION:

It is recommended that the Governing Board ratify payroll vouchers #44 - #46 and expense vouchers #8160-8176, 9000.

Submitted by: Tracy McLaughlin
Director, Financial Services Date: June 20, 2016

Reviewed by: Mrs. Nora Gutierrez
Superintendent Date: June 20, 2016

APPROVAL OF PAYROLL/EXPENSES VOUCHERS

RATIFY PAYROLL VOUCHERS:

Voucher	44	\$	705,761.95
Voucher	45	\$	1,054.93
Voucher	46	\$	4,673,757.64
TOTAL			<u>\$ 5,380,574.52</u>

RATIFY EXPENSE VOUCHERS:

Voucher	8160		1,937,281.39
Voucher	8161		4,168.66
Voucher	8162		9,246.87
Voucher	8163		93,705.56
Voucher	8164		27,664.94
Voucher	8165		69,471.20
Voucher	8166		9,079.01
Voucher	8167		1,776,597.70
Voucher	8168		13,330.90
Voucher	8169		674,684.21
Voucher	8170		44,054.57
Voucher	8171		1,262,768.25
Voucher	8172		20,246.29
Voucher	8173		686,530.15
Voucher	8174		2,349.53
Voucher	8175		123,638.81
Voucher	8176		14,936.76
Voucher	9000		712,709.84
TOTAL			<u>\$ 7,482,464.64</u>

SUMMARY OF AGENDA ITEM

MEETING DATE: July 26, 2016

AGENDA SUBJECT: Intergovernmental Agreement with the City of Glendale for Services of School Resource Officers – Copper Canyon High School

PURPOSE:

Administration seeks Governing Board approval of the FY17 Intergovernmental Agreement with the City of Glendale to provide School Resource Officer (SRO) services to Copper Canyon High School from August 3, 2016 through May 26, 2017.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

The Governing Board has the legal responsibility for approving Intergovernmental Agreements. This agreement meets the District's standards for cost effectiveness and the District's goals for school safety education and reducing crime on the school campus. The Agreement also supports the Elementary and Secondary Education Act (ESEA) Continuous Improvement Plan Indicator of an effective LEA: "Manages the organization to provide a safe, efficient, and effective learning environment."

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

This Intergovernmental Agreement approval recommendation is in the best interest of the District and those that it serves. The agreement allows for a police officer to work with and aid the school administration and student population in reducing crime on the school campus through activities that include education, positive police/student interactions and enforcement of criminal laws.

BUDGET IMPACT AND COSTS:

The School Resource Officer's salary, benefits, and classroom supplies will be funded by the Arizona School Safety Program Competitive Grant.

RECOMMENDATION:

It is recommended that the Governing Board approve the Intergovernmental Agreement with the City of Glendale to provide School Resource Officer services to Copper Canyon High School.

Submitted by: John Speer
Assistant Superintendent Date: July 20, 2016

Reviewed by: Mrs. Nora Gutierrez
Superintendent Date: July 20, 2016

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GLENDALE
AND
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
FOR
SERVICES OF SCHOOL RESOURCE OFFICERS**

This Intergovernmental Agreement ("Agreement") is entered into this 28 day of June, 2016, by and between the City of Glendale, a municipal corporation ("City"), and the Tolleson Union High School District No. 214 ("District"), for Copper Canyon High School, 9126 West Camelback Road, Glendale, Arizona, 85305 ("CCHS"), a political subdivision of the State of Arizona. (City and District are referred to herein individually as a "Party" and collectively as the "Parties").

RECITALS

- A. The District has funding available through its School Safety Program Grant to fund school resource officer services ("SRO Services") for CCHS.
- B. The City and the District desire to enter into an agreement whereby the City will provide a sworn, certified police officer to provide SRO Services at CCHS during the 2016-2017 school year (the "School Year").
- C. The District is authorized to enter into the Agreement pursuant to A.R.S. §§ 15-342 and 11-952.
- D. The City is authorized to enter into this Agreement pursuant to A.R.S. § 11-952.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **General Terms and Conditions**
 - a. **Term.** The term of this Agreement shall be from August 3, 2016 until May 26, 2017 (the end of the school year).
 - b. **Relationship of Parties.** City shall have the status of an independent contractor for the purpose of this Agreement. The School Safety Officer ("SRO") assigned to the School shall be considered an employee of the City and shall be subject to its control and supervision. The SRO will be subject to the current procedures in effect for police officers of the Glendale Police Department ("GPD"), including

attendance at all mandated training and testing to maintain police officer certification. The City, and not the District, shall determine the time of its performance of the SRO Services agreed to in this Agreement, so long as it complies with the scope of work set out in this Agreement in Section 2 and all of its subparagraphs. This Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. The Parties agree that no person supplied by the District to accomplish the goal of this Agreement is a City employee and no rights under City civil service, retirement, or personnel rules accrue to any such person. The District does not have the authority to supervise or control the actual work of the City, its employees, or its subcontractors.

- c. Chain of Command and Channels of Communication. The Principal or Principal's designee will communicate directly with the SRO's commanding officer about any issues or concerns involving the SRO. If there is an issue that cannot be resolved between the Principal or designee and the commanding officer, the District's Grants and Federal Programs Coordinator will communicate with the commanding officer or his/her superiors, as determined appropriate by the City.
- d. Coordination of Processes to Address Student Misconduct. The Parties will work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.
- e. Records. Parties shall maintain the records required in this Agreement for a period of three years after the termination of this Agreement.
- f. Program Continuation Subject to Appropriation. The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. If the District is denied the School Safety Grant, it may, at its discretion, initiate an Appeal under the School Safety Manual guidelines. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for this program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Governing Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and unfettered legislative decision of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then current fiscal year term for which such funds were appropriate and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in the Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep the District informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. The District hereby waives any and all rights to bring any claim against the City from or relating in any way to City's termination of this Agreement.

- g. Termination. Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party at the addresses indicated below. Five (5) days after the District fails to make reimbursements as required by this Agreement, the City may terminate this Agreement by delivering ten (10) days written notice to the District. The District may terminate this Agreement immediately should the School Safety Grant funding became unavailable for any reason. The District further has the right to terminate this Agreement at any time that it appears in the reasonable judgment of the District that the SRO is displaying inappropriate conduct that negatively affects or distracts from the teaching environment. In such an event, the District shall direct the SRO to return to his/her GPD station and shall immediately contact the SRO's superior officer and/or another person designated by the City by telephone or fax to describe the situation and the District's concern. The City, then, shall have seventy-two (72) hours to correct the problem or to schedule a meeting with the District to attempt to resolve the issue. If the issue cannot be resolved, the District and the City agree:
- i. The City shall supply the District with another certified police officer, who is trained as an SRO and shall meet the requirements of Paragraph 2, to replace the SRO, or
 - ii. The City and the District may mutually agree that the School will no longer have an SRO for the remainder of the school year, nor will the District be required to pay for the unfulfilled portion of the SRO's work (although District is required to pay for any work already performed by the SRO), or
 - iii. District may terminate the Agreement.

The District shall not be required to pay for the SRO's services during any time the SRO is reassigned to the GPD pending resolution of an issue concerning inappropriate conduct.

- h. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
- i. Dispute Resolution Process. The Parties agree that they shall use all reasonable efforts to resolve any dispute or claim through good faith negotiations. If the Parties are unable to resolve the dispute or claim through negotiations, upon written request of either party, the City's Police Chief or designee, and the School Principal or designee, will attempt to resolve the matter with ten (10) days of the date of the written request that referred the matter to them. If the matter is not resolved, the matter shall be immediately referred to the City Manager or designee and the District Superintendent or designee. If the matter is still not resolved within ten (10) days, the Parties may terminate this Agreement pursuant to Paragraph 1.g of this Agreement.
- j. Entire Agreement. This Agreement comprises the entire agreement of the Parties and supersedes any other agreements or understandings, oral and written, whether previous to the execution of this Agreement or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the Parties to this Agreement.
- k. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- l. Workers' Compensation. Any employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for the purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits that may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."
- m. FERPA Compliance. The Parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

- n. **Non-Discrimination.** The District nor City must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identify or expression, genetic characteristics, familial status, U.S. military veteran status, or any disability. The District will require any Sub-contractor to be bound to the same requirements as stated within this section. The District, and on behalf of any sub-contractors, warrants compliance with this section.
- o. **Property Disposition.** The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.
- p. **E-Verify.** The Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. The Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and the right to appeal the determination.

To the extent applicable under A.R.S. § 41-4401, the Parties and their subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties also agree that any violation of this requirement shall be deemed a material breach of the contract that is subject to penalties up to and including termination of this Agreement. The Parties acknowledge that the other party retains the legal right to inspect the papers of the other Party's contractor and subcontractor employees that work on this Agreement to verify such compliance.

- q. **Fingerprinting Requirements.** The City represents and warrants that it will ensure that each officer assigned to perform services on district property pursuant to this Agreement will be fingerprinted and successfully complete a background check performed by the City before such assignment.
- r. **Severability and Savings.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the Parties.
- s. **Notices.** All notices relating to this Agreement shall be deemed given when mailed, by certified or registered mail, or overnight courier, to the other Party at

the address set forth below or such other addresses as may be given in writing from time to time:

If to CITY: Glendale Police Department
Attn: Chief Debora Black
6835 North 57th Drive
Glendale, Arizona 85301

With a copy to: Glendale City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301

If to DISTRICT: Tolleson Union High School District No. 214
Attn: Hilda Ortega-Rosales
9801 West Van Buren Street
Tolleson, Arizona 85353

With a copy to: Udall Shumway, PLC
Attn: Cathleen Dooley
1138 N. Alma School Road, Ste. 101
Mesa, Arizona 85201

- t. Time References. All references to "days" within this Agreement mean calendar days, and not business days.
- u. Both parties to the Agreement accept the guidelines as set out in the School Safety Program Manual, which is attached as Exhibit A to this Agreement.

2. Obligations of the City:

- a. During the School Year, the City shall provide SRO Services to the District at CCHS on an hourly basis, as required by the Principal, but not to exceed forty (40) hours per week. In determining which GPD Officer(s) to assign as SRO to the District's CCHS, the City will review and consider the SRO Recommended Qualifications and Recommended Job Description set out in the School Safety Program guidelines (Ex. A). If feasible in the sole discretion of City, the SRO assigned to the school will be the same individual from year to year if new agreements are executed for the remainder of the School Safety Program Grant. The City agrees that in the event it provided SRO Services throughout the three year School Safety Grant Program at CCHS, it will assign no more than three separate SROs to CCHS during the three year cycle.
- b. The City agrees to involve the District, including CCHS personnel, in the selection process for assigning an officer to the SRO position if the currently assigned officer must be replaced. This process will include allowing a CCHS administrator to be on the final selection committee once GPD has identified final candidates for the position. The City agrees that it will select an officer for the

SRO position who demonstrates a commitment to the goals of the School Safety Grant.

- c. The City will invoice the District for payment of the SRO's services on a monthly basis.
- d. During the days the School is not in session, the police officer assigned as a SRO shall perform his/her regular police duties at a station as determined by the Chief of Police or his/her designee. The City agrees that it is responsible for 100% of the SRO's salary and expenses when the SRO is assigned to work at another location during times the School is not in session.
- e. The City shall ensure that the designated GPD officer(s) performing SRO Services attend annual training provided by the Arizona Department of Education ("ADE").
- f. The City shall ensure that the SRO's GPD supervisor attends training provided by the ADE.
- g. The SRO(s) performing SRO Services shall fulfill their duties as sworn law enforcement officers for the State of Arizona. SROs must be present and accessible on the CCHS campus as assigned by the Grant. Absent an emergency, the SRO shall not be called away from the CCHS. If the SRO is called away on police business, including but not limited to City-mandated training, City-mandated meetings, City-related emergencies, etc., the District shall not be invoiced for that time and the costs shall be borne by the City. If the SRO is attending an SRO-related training or other activity mandated by the Grant, the District shall be invoiced for that time.
- h. The City shall ensure that the SRO(s) assigned to CCHS complete 180 hours of Law Related Education ("LRE"), which shall consist of 80 hours of classroom instruction to ongoing cohort groups of students, and at least 100 hours of universal instruction.
- i. The SRO will maintain a weekly activity log that tracks his/her LRE instruction hours, teacher and subject or staff/community group the instruction was directed at, the topic of each LRE lesson, and the time that the SRO spends off of CCHS campus during duty hours. The SRO shall also provide a monthly recap of LRE activities, law enforcement activity, and time on campus to be presented to the Principal.
- j. The City shall, within ten (10) business days of a request by the District, provide verification to the District of the SRO's successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of criminal records report, etc.

- k. To the extent permitted by law, City specifically agrees that it shall indemnify the District, for costs, including, but not limited to, actual damages, compensatory damages, punitive damages, and any related attorneys' fees and costs that arise from an SRO's use of physical force on students or the interviewing and searching of students where the SRO is acting outside of or in excess of the District's rules and policies related to use of physical force or interviewing and searching students.
- l. The SRO assigned to CCHS shall:
 - i. Serve as a liaison between the School and GPD.
 - ii. Solicit and promote crime prevention and police/community relations in School and/or to other groups that have a potential impact on juvenile crime.
 - iii. Consult with students, parents, teachers, and School officials regarding problems and issues and will be knowledgeable of referral agencies in order to provide information to the requesting parties.
 - iv. Work with other unit members and School personnel and provide supervision in a positive, cooperative, and productive manner.
 - v. Enforce all applicable laws in a fair and consistent manner.
 - vi. Perform tasks or assignments as instructed by the GPD supervisor.
 - vii. Educate the students and School personnel by providing relevant and informative educational programs.
 - viii. Be flexible in his/her work schedule to attend major events (without causing the SRO to incur overtime hours) as deemed appropriate by School administration.
 - ix. Maintain a highly visible presence on and around campus.
 - x. Be available for duty at CCHS each day that School is in session during the regular school year. Other than any GPD-related activities that the SRO may perform when not at the School, the SRO's activities will be restricted to CCHS except for:
 - 1. Follow-up home visits when needed as a result of School related student problems.
 - 2. Incentive programs approved by the Parties.
 - 3. In response to off-campus, but School related criminal activity.
 - 4. In response to emergency police activities.
 - 5. To attend mandatory GPD meetings.
 - 6. To attend mandatory GPD programs to maintain continuing proficiency standards to maintain police officer certification.
 - 7. To attend any scheduled court hearings, trials, or grand jury that requires the SRO's appearance.

3. Obligations of the District:

- a. The District shall reimburse the City monthly for the services the City provides pursuant to its obligations identified in Paragraph 2 of this Agreement. Specifically, the District agrees:

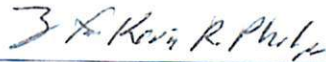
- i. To pay the City an amount not to exceed \$93,990.73 for the 2016-2017 school year for the SRO's benefits and salary.
 - ii. The District will not pay for SRO Services for any times that school is not in session, nor for any personal vacations or sick leave taken by the SRO during times that school is in session. To pay the City an amount not to exceed \$93,990.73 for the 2016-2017 school year for the SRO's benefits and salary. The Fiscal Year (FY) 2017 School Safety Program application is a continuation application for year three of a three year grant. Requests for salary and benefits (under purchased professional services) for a continuing officer must be consistent with the FY 2015 approved salary and benefits amount for that officer. Upward adjustments in salary and benefits cannot be accepted. If the actual salary of an officer is less than what was approved in FY 2015, the lesser amount of the two must be requested.
 - iii. The SRO's time worked at CCHS must be substantiated by time cards and approved by the Principal or his/her designee. The District and the City shall share equally the cost of the SRO's overtime worked on school-related investigations, with each Party paying 50% of the cost, not to exceed 20 hours annually. The District shall not use Program Grant funds to pay any part of overtime costs for the SRO's overtime. The SRO must obtain approval from the GPD before working on any school-related overtime. Overtime payments shall not exceed, under any circumstance, twenty (20) hours annually. The City shall pay 100% of the SRO's costs during the one month summer vacation and any other times that school is not in session and the City assigns the SRO to City related duties.
 - iv. The District shall pay invoices from the City within fifteen (15) days of receipt, so long as proper documentation is on file to support the invoiced amount.
- b. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office shall include the necessary equipment for the SRO to effectively perform his/her duties.
- c. The District will complete an SRO performance assessment twice per year. The SRO(s) will assist the Principal with the preparation of the assessment based upon requirements of ADE and the District. The District will share the performance assessment with the SRO's GPD supervisor.
- d. The District shall provide \$100 for classroom instructional supplies for the SRO as may be incurred throughout the School Year. The District shall pay travel-related expenses incurred by the SRO for attending mandatory ADE SRO training, if the grant allocates funding.
- e. No District or CCHS administrator shall interfere with the sworn law enforcement duties of a GPD officer. It is agreed, however, that at such times as the SRO is acting within the role of a sworn law enforcement officer but is also acting outside

of or in excess of District rules and policies regarding interviewing and searching students and/or the use of appropriate physical force on students, the City shall hold the District harmless from such actions by the SRO. The SRO shall not be responsible for assistance in administrative discipline, unless a definitive danger is perceived by school staff or the student is suspected of breaking a criminal law.

- f. The District shall provide a complete copy of the School Safety Program grant application and aware to each SRO when s/he begins service at CCHS.

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

CITY OF GLENDALE, an Arizona
municipal corporation



Kevin R. Phelps, City Manager

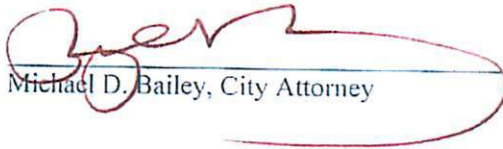
ATTEST:



Pamela Hanna, City Clerk (SEAL)

Julie K. Bower

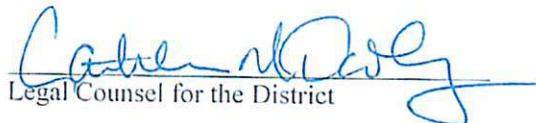
APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

By: _____
Tolleson Union High School District No. 214

Approved as to Form and within the powers and
authority of the District:



Legal Counsel for the District

SUMMARY OF AGENDA ITEM

MEETING DATE: July 26, 2016

AGENDA SUBJECT: Amendment No. 4 to the City of Phoenix Agreement No. 139916 for School Resource Officer Services – Sierra Linda High School

PURPOSE:

Administration seeks Governing Board approval of Amendment No. 4 to the City of Phoenix Agreement No. 139916 for School Resource Officer (SRO) services to Sierra Linda High School from August 3, 2016 through May 26, 2017.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

The Governing Board has the legal responsibility for approving Intergovernmental Agreements. This agreement meets the District's standards for cost effectiveness and the District's goals for school safety education and reducing crime on the school campus. The Agreement also supports the Elementary and Secondary Education Act (ESEA) Continuous Improvement Plan Indicator of an effective LEA: "Manages the organization to provide a safe, efficient, and effective learning environment." The District has had continued successful participation in this intergovernmental agreement for many years.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

This Intergovernmental Agreement approval recommendation is in the best interest of the District and those that it serves. The agreement allows for a police officer to work with and aid the school administration and student population in reducing crime on the school campus through activities that include education, positive police/student interactions and enforcement of criminal laws.

BUDGET IMPACT AND COSTS:

The School Resource Officer's salary, benefits, and classroom supplies will be funded by the Arizona School Safety Program Competitive Grant.

RECOMMENDATION:

It is recommended that the Governing Board approve Amendment No. 4 to the City of Phoenix Agreement No. 139916 for School Resource Officer (SRO) services to Sierra Linda High School to Copper Canyon High School.

Submitted by: John Speer
Assistant Superintendent Date: July 20, 2016

Reviewed by: Mrs. Nora Gutierrez
Superintendent Date: July 20, 2016

**Amendment No. 4
to City of Phoenix
Agreement No. 139916**

This Amendment No. 4 to Agreement No. 139916 (“**Agreement**”) is between the City of Phoenix, a municipal corporation of the State of Arizona (the “**City**”), and Tolleson Union High School District, a political subdivision of the State of Arizona, (the “**District**”) and is made effective as of the last date below.

RECITALS

1. The Agreement was entered into on or about October 15, 2014, to provide (1) one police officers for Sierra Linda High School, School Safety Plan.
2. The Agreement was previously amended on or about December 29, 2015.
3. Paragraph 10, “Entire Agreement; Modification”, states that the Agreement and its terms may not be modified or changed except in writing signed by both parties and approved as to form by the City of Phoenix Law Department and the District’s legal counsel.
4. The parties mutually desire to amend the Agreement to change the scope of services and increase the payment amount.

AMENDMENT

The parties hereby agree as follows:

1. Paragraph 2, “Term and Termination”, is amended by replacing the termination date of “May 20, 2016” with “May 26, 2017”.
2. Paragraph 4.A, “Costs and Payment”, is amended by replacing “\$97,438” with “\$101,338”.

3. Except as otherwise amended herein, all other terms and conditions of the Agreement and any prior amendments not in conflict shall remain in full force and effect. If there is a conflict or ambiguity among amendments and the Agreement, the documents in the following order prevail and control: (1) the most recent amendment; (2) original Agreement.

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SIGNATURES FOLLOW

CITY OF PHOENIX, a municipal corporation
ED ZUERCHER, City Manager

By: _____
Name: Joseph G. Yahner
Title: Police Chief
Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Acting City Attorney

Cachin M. Dooly
Atty for Tolleson Union HSD

Tolleson Union High School District

By: _____
Name: Mrs. Nora Gutierrez
Title: Superintendent
Date: July 26, 2016

SUMMARY OF AGENDA ITEM

MEETING DATE: July 26, 2016

AGENDA SUBJECT: Minutes – July 12, 2016 Regular Meeting

PURPOSE:

Administration seeks Governing Board approval of the July 12, 2016 Regular Meeting minutes. All Governing Board members were present.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

Governing Board Policy BEDG states that the “Board will take action at a subsequent meeting to amend and/or approve ...” minutes.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

In accordance with open meeting laws, Governing Board meetings are recorded and transcribed for the benefit of the public who have an interest in the discussions and actions taken by Governing Board members at scheduled Governing Board meetings.

BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

It is recommended that the Governing Board approve the June 28, 2016 Regular Meeting minutes.

Submitted by: Judith Jameson
Executive Assistant Date: July 20, 2016

Reviewed by: Mrs. Nora Gutierrez
Superintendent Date: July 20, 2016



TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214

**GOVERNING BOARD MINUTES
REGULAR MEETING
TUESDAY, JULY 12, 2016**

DISTRICT ADMINISTRATIVE CENTER
9801 W. VAN BUREN STREET
TOLLESON, ARIZONA

The Tolleson Union High School District No. 214 Governing Board Meeting was called to order at 6:01 p.m. by Governing Board President Mr. Steven Chapman with the following members present: Mr. Devin Del Palacio, Ms. Corina Madruga, Mr. Vincent Moreno, and Mr. Freddie Villalon.

Pledge of Allegiance

Mr. Chapman led the Pledge of Allegiance.

Approval of the Regular Agenda

Ms. Madruga moved to approve the Regular Agenda; seconded by Mr. Del Palacio. In a roll call vote, the motion carried 5-0.

Recess of Regular Meeting for Public Hearings

Mr. Moreno moved to recess the Regular Meeting at 6:02 p.m.; seconded by Ms. Madruga. In a roll call vote, the motion carried 5-0.

PUBLIC HEARINGS

The Governing Board established July 12, 2016 for public hearings on the 2016-2017 Proposed Expenditure Budget and the Truth in Taxation Notice for the 2016-2017 fiscal year. The public was encouraged and invited to ask questions or make comments.

1. 2016-2017 Proposed Expenditure Budget for Tolleson Union High School District #214

Ms. Tracy McLaughlin, Director of Financial Services, informed the Governing Board that the 2016-2017 proposed budget was presented during the June 28, 2016 Governing Board meeting. Based on statutory formulas, the General Budget Limit has been calculated at \$64,496,459 and the District Annual Assistance at \$25,384,893. There were no public comments.

2. Truth in Taxation Notice for the 2016-2017 Fiscal Year

In accordance with Arizona Revised Statutes §15-905.01, Tolleson Union High School District #214 notified its property taxpayers of its intention to raise its primary property taxes over the current level to pay for increased expenditures in areas where the Governing Board has the authority to increase property taxes for the fiscal year beginning July 1, 2016. The Tolleson Union High School District proposes an increase in its primary property tax levy of \$3,5005,256. This amount will cause Tolleson Union High School District's primary property taxes on a \$100,000 home to increase from \$52.0473 to \$52.6689 per year. There were no public comments.

3. Adjournment of the Public Hearing

Mr. Del Palacio moved to adjourn the Public Hearing at 6:04 p.m.; seconded by Mr. Villalon.

Reconvening of Regular Meeting

The Regular Meeting reconvened at 6:04 p.m.

Public Participation

No requests were submitted.

Summary of Current Events

Superintendent – Mrs. Nora Gutierrez

- It is with sadness I ask everyone to share in a moment of silence for our colleague, Mr. Matias Diaz.

Mr. Diaz passed away on July 29th. Mr. Diaz was hired in 2012 and was currently working as a Spanish teacher at Sierra Linda. He also coached girls' volleyball, girls' soccer and, through his church, volunteered with the Boy Scouts. Mr. Diaz had completed his doctoral studies and was just approved to move forward with his dissertation. He had a great rapport with the students and was respected by the staff, and administration. He was always willing to help, always had a positive attitude and will be missed. Mr. Matias Diaz and his loved ones are in our thoughts and prayers.

Information regarding the services is posted on the bulletin board in front of the district office and also included in each Board members' packet.

- Currently, the focus district-wide is preparing for the opening of school. Staffing is of utmost importance and we currently have 38 vacancies; the most critical being 7 math and 5.4 science. The HR division is working closely with principals to assist in filling these positions. We have reached out to ASU, Grand Canyon University, and NAU for any possible candidates, including summer graduates. This is a team effort and I greatly appreciate the principals working as one in supporting their colleagues.
- Thank you to Nicki Baumgart for her work as our Summer School administrator. We can celebrate 27 additional students graduating after attending summer school. One of the graduates was an early graduate - he graduated as a junior. A special thank you to President Chapman for attending and addressing the graduating class and to Member Del Palacio for representing the Governing Board at this very special celebration.
- We are excited to have the opportunity for earning power in our District. So we celebrate all 1.0 eligible certified teachers who met the requirements in our prop 301 plan as they received an additional \$7,019 dollars on July 8th. Teachers working less than 1.0 were also compensated, but at a pro-rated rate.
- New Teacher induction is scheduled for July 28th, 29th and August 1st and 2nd at La Joya Community High School. Invitations will be sent to the Board soon.

Governing Board

- Mr. Villalon welcomed the new Superintendent, Mrs. Nora Gutierrez, and the new Executive Assistant to the Superintendent and Governing Board, Mrs. Judy Jameson, to the District. He thanked all staff for making TUHSD great.
- Mr. Chapman thanked the staff for all of their hard work over the summer on projects at our campuses and preparing for the students to return in August. He is looking forward to this school year.

Approval of the Consent Agenda

Mr. Del Palacio moved to approve the Consent Agenda; seconded by Mr. Moreno. In a roll call vote, the motion carried 5-0.

CONSENT AGENDA * ITEMS

Human Resources *

A. Personnel Items

CERTIFIED STAFF

Employment of Personnel for the 2016-2017 School Year

Gooden, Christopher	CEA	English
Carlson, Drew	SLHS	Mathematics
Laborin, Ricardo	SLHS	Performing & Visual Arts – Choir/Piano
Robinson, Randall	SLHS	ELL
Popova, Margarita	WHS	Mathematics

Resignation/Release From Contract (No Liquidated Damages)

Brown, John	CCHS	Science – Biology
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Resignation/Release From Contract (Pending Payment of Liquidated Damages)

Gulick, Rosemary	TUHS	Physical Education
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Fall Coaches Resignation

Kovach, Zachary	LJCHS	Varsity Girls Golf Coach
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Summer School

Romo, Vanessa	SLHS	McKinney Vento Liaison Support
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CLASSIFIED STAFF

Employment of Personnel

Harbison, Shelby	DO	Substitute Bus Monitor
Henson, Savannah	DO	Assistant Buyer
Langdeau, Robert	DO	Substitute Bus Driver
Ruiz, Joaquin	DO	Substitute Bus Driver
Satterlee, Roberta	DO	Substitute Bus Driver
Stackhouse, Dawn	DO	Substitute Bus Driver

Resignations

Anderson, Pamela	DO	Bus Driver
Guzman, Jose	DO	Substitute Bus Driver
Joe, Chelsea	DO	Substitute Bus Driver
Osuna, Delfina	DO	Bus Driver
Quifonez, Anthony	LJCHS	Equipment Manager
Muñoz, Patricia	LJCHS	Administrative Assistant to the Principal
Carmona, Krishna	TUHS	Instructional Assistant I- Reading- Title I
Perez, Edward	TUHS	Groundskeeper

Summer Aquatics Program

Quijada, Edgar	TUHS	Pool Lifeguard
Maier, Colin	TUHS	Pool Lifeguard

Summer School

Chapa, Julie	DO	Summer Bus Monitor
Marquez, Mary	DO	Summer Bus Monitor
McCandles, Lori	DO	Summer Bus Driver
Joe, Chelsea	DO	Summer Bus Driver
Boisvert, Victoria	SLHS	Title I Reading Intervention Program Instruction
Mitchell, Krystal	SLHS	PBIS Summer Training
Cabral, Veronica	SLHS	PBIS Summer Training
Cancel, Carlos	SLHS	PBIS Summer Training
Alcantar, Melissa	SLHS	PBIS Summer Training

Financial Services *

A. Donations

The following donations were received by the District.

- Buddy's All Stars donated 30 Jerseys and 30 shorts, valued at \$2,700, to the Copper Canyon High School Men's Basketball program.
- Nike donated practice jerseys, warmups, hats and backpacks, valued at \$3,000, to the Sierra Linda High School Men's Soccer program.
- Nike donated backpacks, soccer balls, socks and practice jerseys, valued at \$3,000, to the Sierra Linda High School Women's Soccer program.
- Nike donated hoody, t-shirts, backpacks and basketballs, valued at \$3,700, to the Sierra Linda High School Women's Basketball program.
- Nike donated backpacks, practice jerseys, shorts and tops, valued at \$3,000, to the Sierra Linda High School Men's Basketball program
- Westview Knights Football Boosters donated at check in the amount of \$746.48 to Westview High School for use at the Principal's discretion.

Teaching and Learning *

A. Agreement with Special Education Services dba Southwest Academy for Self-contained Special Education Programs

The Governing Board approved the Agreement with Special Education Services dba Southwest Academy for the 2016-2017 school year.

B. Athletic Event and Non-Curricular Activities Fee Schedules – 2016-2017

The Governing Board approved the Athletic Event and Non-Curricular Activities fee schedules for the 2016-2017 school year.

Superintendent's Office *

A. Memorandum of Understanding/Partnership Agreement – The Be A Leader Foundation

The Governing Board approved the Memorandum of Understanding/Partnership Agreement with The Be A Leader Foundation (BALF) for the 2016-2017 school year.

B. Approval of Agreement to Modify the Interim Superintendent Employment Agreement

The Governing Board approved the Agreement to Modify the Interim Superintendent Employment Agreement.

C. Minutes – June 28, 2016 Regular Meeting

All Governing Board members were present.

ACTION/DISCUSSION ITEMS

1. Fiscal Year 2016-2017 Adopted Budget

Ms. Tracy McLaughlin, Director of Financial Services, shared that information was provided during the public hearing earlier in the meeting and that there have been no revisions to the proposed budget that was presented at the June 28, 2016 Governing Board meeting.

Mr. Chapman moved to adopt the proposed budget for the 2016-2017 fiscal year; seconded by Ms. Madruga. In a roll call vote, the motion carried 5-0.

AGENDA ITEMS FOR FUTURE MEETINGS

- Mr. Del Palacio asked to have a representative from the Homeless Youth Connection provide an update to the Board.
- Mr. Villalon asked to have an update on custodial services.

FORMAL ADJOURNMENT OF REGULAR MEETING

Ms. Madruga moved to adjourn the Regular Meeting; seconded by Mr. Moreno. Mr. Chapman called the Regular Meeting of the Tolleson Union High School District Governing Board adjourned at 6:16 p.m.

Steven Chapman, Governing Board President

SUMMARY OF AGENDA ITEM

DATE: July 26, 2016

SUBJECT: Homeless Youth Connection Program Update

PURPOSE:

Dawn Bogart, Executive Director of the Homeless Youth Connection will provide an update on programs available to homeless youth.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

N/A

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

Information pertaining, but not limited, to the following will be shared: Homeless Youth Connection overview, Host Family Housing Program and the Connections Mentor Program.

BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

Information only. Governing Board action is not required.

Submitted by: Judith Jameson
Executive Assistant Date: July 20, 2016

Reviewed by: Mrs. Nora Gutierrez
Superintendent Date: July 20, 2016

SUMMARY OF AGENDA ITEM

MEETING DATE: July 26, 2016

AGENDA SUBJECT: First Reading – Multiple Policies (BDF, JK, JK-RB, JLDB, JLDB-EA, EB, EC, ED and KF)

PURPOSE:

Administration seeks Governing Board review of the first reading of multiple policy revisions based upon changes to law and/or recommendations.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

The Governing Board has sole responsibility for adopting related Governing Board policies and charging administrative employees with implementing them.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

See attached for the rationale for the recommended changes.

BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

Information/Discussion only. Governing Board action is not required for the first reading of policy revisions. After Governing Board review, discussion and input, Policies BDF, JK, JK-RB, JLDB, JLDB-EA, EB, EC, ED and KF will be on the next meeting Agenda for second reading/final approval.

Submitted by: Judith Jameson
Executive Assistant Date: July 20, 2016

Reviewed by: Mrs. Nora Gutierrez
Superintendent Date: July 20, 2016

POLICY SERVICES ADVISORY

Volume 28, Number 2

April 2016

Policy Advisory No. 548 BDF—Advisory Committees

Policy Advisory No. 549 JK—Student Discipline
JK-RB—Student Discipline

Policy Advisory No. 550 JLDB—Restraint and Seclusion
JLDB-EA, EB, EC, ED—Restraint and Seclusion

Policy Advisory No. 551 KF—Community Use of School Facilities

POLICY ADVISORY DISCUSSION

Policy Advisory No. 548 BDF — Advisory Committees

Under Arizona’s Open Meeting Law, board subcommittees are subject to the same provisions of the law as the governing board. This includes the ability to meet in an executive session if for one of the authorized reasons in the law and all procedures have been met. This change to Policy BDF clarifies this.

Policy Advisory No. 549 JK— Student Discipline

Policy language pertaining to *Restraint and Seclusion* in Policy JK has been deleted and moved to Policy JLDB. *Restraint and Seclusion* are not intended to be disciplinary options; therefore, a stand-alone policy allows easier access to the provisions and limitations in statute sans the additional language offered in the discipline documents.

The provisions relating to Confinement are retained in Policy JK as they were passed by the Fifty-First Legislature, First Regular Session, in House Bill 2476, which amended section A.R.S. 15-843 relating to pupil discipline and is applicable to all students (PA 472, May, 2013).

Regulation JK-RB has been deleted in its entirety. This regulation was added by PA 371, February 2010, in response to the Task Force on Best Practices in Special Education and Behavior Management. It was suggested by the Task Force but is not required by compliance and has been superseded by changes in statute.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

PA 371 included options for each district to select choices to comply with the legislative directive for district response to the Task Force recommendations. Items were to be accepted or rejected in total, or retained/modified as determined on an item-by-item basis as necessary to accommodate the needs and circumstances of the school district.

The selection forms were to be completed by each district, submitted to ASBA Policy Services, and then replicated by ASBA in the district's regulation.

Most districts adopted the selection forms in total without any modifications.

With the deletion of the selection forms and language specific to students with special needs/disabilities in JK-RB, districts now have the opportunity to review and modify the deleted items in order to discard the contents or, as recommended by Policy Services, to update and retain desired items in a handbook or another easily accessible source available to staff after being reviewed and approved by the district's legal counsel.

Policy Advisory No. 550

JLDB — Restraint and Seclusion

JLDB-EA, EB, EC, ED — Restraint and Seclusion

Restraint and Seclusion, subsequent to its deletion from Policy JK, has been added to the policy manual as a distinct document code in order to eliminate the linking of these methods to the disciplinary options covered in Policy JK, Student Discipline. The statutory provisions of A.R.S. 15-105 are retained.

Four exhibits are added to the policy for district use in documenting the requirements and implementation of Restraint and Seclusion.

Policy Advisory No. 551

KF — Community Use of School Facilities

Policy KF is modified to add language requiring that the School District, its Governing Board, employees, and agents shall be named as an additional insured under the liability insurance policy during the use of the facilities and property. This change is necessary to limit costs and expenses when named as a defendant for an injury or damage resulting from the use of the facility.

If you have any questions, call Policy Services at (602) 254-1100. Ask for Chris Thomas, Director of Legal/Policy Services; Dr. Terry Rowles, Assistant Director; Steve Highlen, Senior Policy Consultant; or David DeCabooter, Policy Consultant. Our E-mail addresses are, respectively, [cthomas@azsba.org], [trowles@azsba.org], [shighlen@azsba.org] and [ddcabooter@azsba.org]. You may also fax information to (602) 254-1177.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to review the policy references and consult an attorney for further explanation.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

BDF ©
ADVISORY COMMITTEES

The Board may, by majority vote, appoint ad hoc committees when deemed advisable. Recommendations of such committees cannot be binding on the Board; they may be advisory only. These committees will be responsible for presenting to the Board recommendations for action based on research and facts. Any such committee shall automatically be dissolved upon completion of its assignment.

The Governing Board President shall develop guidelines for each committee. These guidelines shall be approved by the Board prior to the first meeting of each committee and will include, but not necessarily be limited to, the following:

- A. A written, specific statement of the purpose of the committee.
- B. The dates on which interim and final reports of the committee are to be rendered.
- C. The date or event upon which the committee will be terminated.
- D. The extent to which facilities, supplies, equipment, and clerical support will be provided to each committee.

The Superintendent will ensure that the following actions are taken for each committee established by the Board:

- A. Each committee member will be briefed on the requirements of the Arizona Open Meeting Law (A.R.S. 38-431) as it applies to committees of the Board.
- B. Notices and agendas of all meetings of the committee will be posted.
- C. All meetings will be open for public attendance.
- D. If an executive session is authorized, all applicable requirements as presented in Policy BEC, Executive Sessions/Open Meetings will be followed.
- DE. Minutes will be taken and made available for public inspection three (3) working days after the meeting.

A representative of the Board and the Superintendent will serve as ex-officio members of all advisory committees.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

38-431 *et seq.*

CROSS REF.:

BEC - Executive Sessions/Open Meetings

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

JK ©
STUDENT DISCIPLINE

The Superintendent shall recommend policies and develop procedures for the discipline of students that comply with A.R.S. 15-843. These policies and procedures will apply to all students traveling to, attending, and returning from school, and while visiting another school or at a school-sanctioned activity, or in any other situation in which the District may lawfully exercise its authority to discipline a student. ~~and may be imposed if the student's behavior affects the school order.~~ When suspension or expulsion is involved, notice, hearing, and appeal procedures shall conform to applicable legal requirements.

The discipline, suspension and expulsion of pupils shall not be based on race, color, religion, sex, disability, national origin, ~~or~~ ancestry or any other unlawful reason. A substantial or deliberate failure to comply with the prohibition against race, color, religion, sex, disability, national origin, ~~or~~ ancestry or any other unlawful reason may subject the District to the loss of funds imposed by A.R.S. 15-843.

The principal of each school shall ensure that a copy of all rules pertaining to discipline, suspension, and expulsion ~~and the provisions pertaining to confinement~~ of pupils are distributed to the parents of each pupil at the time the pupil is enrolled in school.

The principal of each school shall ensure that all rules pertaining to the discipline, suspension, and expulsion ~~and the provisions pertaining to confinement~~ of pupils are communicated to students at the beginning of each school year, and to transfer students at the time of their enrollment in the school.

Information concerning a student's disciplinary record will be held in the strictest confidence.

Disciplinary actions taken will be recorded in an administrative log, and all types of suspensions or expulsions will be recorded in a separate file for each student.

Temporary Removal

Teachers are authorized to temporarily remove a student from a class. A teacher may temporarily remove a student to the principal, or to a person designated by the school administrator, in accord with:

- A. Rules established for the referral of students.
- B. The conditions of A.R.S. 15-841, when applicable.

The Superintendent shall establish such rules as are necessary to implement the temporary removal procedure.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

Confinement

If confinement is authorized by the Governing Board, in accordance with Under A.R.S. 15-843, the Superintendent shall ensure that disciplinary policies involving the confinement of pupils left alone in an enclosed space shall include the following:

- A. A process for prior written parental notification that confinement may be used for disciplinary purposes that is included in the pupil's enrollment packet or admission form.
- B. A process for written parental consent before confinement is allowed for any pupil in the School District. The policies shall provide for an exemption to prior written parental consent if a school principal or teacher determines that the pupil poses imminent physical harm to self or others. The school principal or teacher shall make reasonable attempts to notify the pupil's parent or guardian in writing by the end of the same day that confinement was used.

~~Restraint and Seclusion~~

~~The use of restraint or seclusion is not to be limited, by policy or practice, to students with disabilities.~~

~~A school may permit the use of restraint or seclusion techniques on any pupil if both of the following apply:~~

- ~~A. The pupil's behavior presents an imminent danger of bodily harm to the pupil or others.~~
- ~~B. Less restrictive interventions appear insufficient to mitigate the imminent danger of bodily harm.~~

~~if a restraint or seclusion technique is used on a pupil:~~

- ~~A. School personnel shall maintain continuous visual observation and monitoring of the pupil while the restraint or seclusion technique is in use.~~
- ~~B. The restraint or seclusion technique shall end when the pupil's behavior no longer presents an imminent danger to the pupil or others.~~
- ~~C. The restraint or seclusion technique shall be used only by school personnel who are trained in the safe and effective use of restraint and seclusion techniques unless an emergency situation does not allow sufficient time to summon trained personnel.~~
- ~~D. The restraint technique employed may not impede the pupil's ability to breathe.~~
- ~~E. The restraint technique may not be out of proportion to the pupil's age or physical condition.~~

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

~~Schools may establish policies and procedures for the use of restraint or seclusion techniques in a school safety or crisis intervention plan if the plan is not specific to any individual pupil.~~

~~Schools shall establish reporting and documentation procedures to be followed when a restraint or seclusion technique has been used on a pupil. The procedures shall include the following requirements:~~

- ~~A. School personnel shall provide the pupil's parent or guardian with written or oral notice on the same day that the incident occurred, unless circumstances prevent same day notification. If the notice is not provided on the same day of the incident, notice shall be given within twenty four (24) hours after the incident.~~
- ~~B. Within a reasonable time following the incident, school personnel shall provide the pupil's parent or guardian with written documentation that includes information about any persons, locations or activities that may have triggered the behavior, if known, and specific information about the behavior and its precursors, the type of restraint or seclusion technique used and the duration of its use.~~
- ~~C. Schools shall review strategies used to address a pupil's dangerous behavior if there has been repeated use of restraint or seclusion techniques for the pupil during a school year. The review shall include a review of the incidents in which restraint or seclusion technique were used and an analysis of how future incidents may be avoided, including whether the pupil requires a functional behavioral assessment.~~

~~If a school district or charter school summons law enforcement instead of using a restraint or seclusion technique on a pupil, the school shall comply with the reporting, documentation and review procedures established under the paragraph above. School resource officers are authorized to respond to situations that present the imminent danger of bodily harm according to protocols established by their law enforcement agency.~~

Schools are not prohibited from adopting policies which include procedures for the reasonable use of physical force by certificated or support staff personnel in self-defense, defense of others and defense of property (A.R.S. 15-843, subsection B, paragraph 3.)

~~The District authorizes the use of these Definitions which are included in A.R.S. 15-105:~~

- ~~A. "Restraint" means any method or device that immobilizes or reduces the ability of a pupil to move the pupil's torso, arms, legs or head freely, including physical force or mechanical devices. Restraint does not include any of the following:~~

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

- ~~1. Methods or devices implemented by trained school personnel or used by a pupil for the specific and approved therapeutic or safety purposes for which the method or device is designed and, if applicable, prescribed.~~
- ~~2. The temporary touching or holding of the hand, wrist, arm, shoulder or back for the purpose of inducing a pupil to comply with a reasonable request or to go to a safe location.~~
- ~~3. The brief holding of a pupil by one adult for the purpose of calming or comforting the pupil.~~
- ~~4. Physical force used to take a weapon away from a pupil or to separate and remove a pupil from another person when the pupil is engaged in a physical assault on another person.~~

~~B. "School" means a school district, a charter school, a public or private special education school that provides services to pupils placed by a public school, the Arizona State Schools for the Deaf and the Blind and a private school.~~

~~C. "Seclusion" means the involuntary confinement of a pupil alone in a room from which egress is prevented. Seclusion does not include the use of a voluntary behavior management technique, including a timeout location, as part of a pupil's education plan, individual safety plan, behavioral plan or individualized education program that involves the pupil's separation from a larger group for purposes of calming.~~

Threatened an Educational Institution

Threatened an educational institution means to interfere with or disrupt an educational institution as found in A.R.S. 15-841 and 13-2911. A student who is determined to have threatened an educational institution shall be expelled from school for at least one (1) year except that the District may modify this expulsion requirement for a pupil on a case-by-case basis and may reassign a pupil subject to expulsion to an alternative education program if the pupil participates in mediation, community service, restitution or other programs in which the pupil takes responsibility for the results of the threat. The District may require the student's parent(s) to participate in mediation, community service, restitution or other programs with the student as a condition to the reassignment of the pupil to an alternative education program.

~~Behavior Management and Discipline of Students with Special Needs/Disabilities~~

~~The Superintendent shall oversee a collaborative process for the identification, description, and monitoring of best practices for behavior management and discipline of students with special needs/disabilities. The practices shall include, but not be limited to:~~

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

~~A. authorized and prohibited disciplinary methods,~~

~~B. recommended and required training for special education program teachers and aides, and~~

~~C. requirements for conveying notice of disciplinary measures taken.~~

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

13-403 *et seq.*

13-2911

15-105

15-341

15-342

15-841

15-842

15-843

15-844

CROSS REF.:

GBEB - Staff Conduct

JIC - Student Conduct

JKA - Corporal Punishment

JKD - Student Suspension

JKE - Expulsion of Student

JLDB - Restraint and Seclusion

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

REGULATION

STUDENT DISCIPLINE

**(Behavior Management and Discipline
of Students With Special Needs/Disabilities)**

**~~Behavior Management and
Discipline of Students With
Special Needs/Disabilities~~**

~~Each school shall implement positive, evidence based, safe, and timely plans and procedures for all special needs students including those who exhibit behaviors that interfere with learning or who place themselves or others in danger. Administration, staff, parents and students are to be engaged in the development of the plans. The purpose of the plan is to identify practices that are agreed upon and complied with and reinforced by members of the school community, including the Governing Board. An objective of the plan is to provide consistency in the manner in which deviations from appropriate behavior are addressed. The plans are to be submitted to the Superintendent.~~

~~A. Plans are to be:~~

- ~~1. *Proactive:* Students are to be taught the critical social skills needed for success. Positive behavioral interventions and supports enable the school to set clear expectations for behavior, to acknowledge and reward appropriate behavior, and to implement a consistent continuum of consequences for challenging behavior.~~
- ~~2. *Comprehensive:* Positive behavioral interventions and supports are to be employed uniformly throughout the school, including non-instructional areas such as the cafeteria, hallways, and buses. School personnel are to be trained in positive behavioral interventions and supports, in data reporting, and receive support in implementation of the practices. School personnel are to be trained in areas of crisis intervention such as use of restraints and seclusion.~~
- ~~3. *Data driven:* The school is to rely on data for the development and modification of its positive behavioral interventions and supports approach. The data is to be tracked through office referrals as well as from classroom reports, school based intervention teams, and crisis intervention documentation. Positive behavioral interventions and support teams are to use the data to design specific interventions to prevent challenging behaviors before they occur and to confirm the effectiveness of interventions.~~

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

~~B. Plans are to ensure that parents of students enrolled in the school have comprehensive information regarding behavioral expectations within the school and the planned responses should the expectations not be met. Parents are to:~~

- ~~1. have ready access to the school plan, and~~
- ~~2. be informed how to provide input into the plan.~~

~~Response to Intervention~~

~~The plans are to provide for and the school is to have in place a multi-level approach to teaching students appropriate behaviors that provide progressively intense support for students according to need.~~

~~A. Interventions shall be consistent with plans for creating and maintaining a positive school climate.~~

~~B. Provide for small group direct instruction on a regular basis to those students who are experiencing difficulty understanding or abiding by the established standards of behavior. Supports should include such strategies as increased and targeted social skills training, increased monitoring and reinforcement systems, self management techniques, and family mentoring and involvement programs.~~

~~C. Provide a range of individualized interventions designed to address the specific behaviors continuing to cause the student difficulty. These may include counseling, more intense direct instruction, behavioral contracts, specific behavioral consequences, alternative educational programming, consideration for a referral for an evaluation for special education, and other strategies agreed upon with the parents. A functional behavioral assessment (FBA) and a behavior intervention plan (BIP) may be included and shall be required for students with disabilities when a manifestation determination is necessary.~~

~~1. The FBA must identify the triggers for the challenging behavior and what subsequent responses by staff or other students reinforce the continuation of the challenging behavior.~~

~~2. The BIP should be developed from a functional behavioral assessment and prescribe methods the staff will use to prevent, manage, replace, and monitor changes to the behavior. The BIP must be based on evidence-based practices and support the goal of making the challenging behavior irrelevant, ineffective and inefficient. The BIP must be implemented with integrity by staff trained to do so.~~

Crisis Management

~~Crisis management in the context of behavior management is defined as the methods used by school personnel to respond to imminent danger to the student, other students or staff. The two (2) most commonly used methods of crisis management are restraint (either physical or mechanical) or seclusion of the student.~~

~~A. **Confinement.** Disciplinary policies involving the confinement of pupils left alone in an enclosed space shall include the following:~~

- ~~1. A process for prior written parental notification that confinement may be used for disciplinary purposes that is included in the pupil's enrollment packet or admission form.~~
- ~~2. A process for written parental consent before confinement is allowed for any pupil in the School District. The policies shall provide for an exemption to prior written parental consent if a school principal or teacher determines that the pupil poses imminent physical harm to self or others. The school principal or teacher shall make reasonable attempts to notify the pupil's parent or guardian in writing by the end of the same day that confinement was used.~~

~~B. **Use of seclusion.** Seclusion for the purpose of the plan is the confinement of a student alone in any space from which the student is physically prevented from leaving.~~

~~Seclusion means the involuntary confinement of a pupil alone in a room from which egress is prevented. Seclusion does not include the use of a voluntary behavior management technique, including a timeout location, as part of a pupil's education plan, individual safety plan, behavioral plan or individualized education program that involves the pupil's separation from a larger group for purposes of calming.~~

- ~~1. The use of seclusion is to be used only in an emergency to protect persons from imminent, serious physical harm.~~
- ~~2. Any area used for seclusion must be free of objects that could cause harm, must provide for adequate visual and audio supervision of the student, must provide adequate lighting and ventilation, and must not be locked.~~
- ~~3. Any area used for seclusion must comply with the State Fire Code.~~
- ~~4. School personnel must observe the student at all times during the seclusion period and reassess the child every thirty (30) minutes. When seclusion continues beyond the second assessment, an administrator or the administrator's designee must review and approve continued seclusion.~~

- ~~5. The student must be released from seclusion as soon as the student regains self-control.~~
- ~~6. If seclusion is necessary, parents and administrators must be notified within the same school day and a written notice that includes the circumstances that preceded the behavior, the behavior, the length of time the student was secluded, the location of the seclusion, and the person who observed the student during the seclusion must follow. When a student has been in seclusion for longer than one (1) hour, parent contact must be initiated immediately.~~
- ~~7. A debriefing with affected staff, parents, and, if appropriate, the student shall be conducted within forty-eight (48) hours. During the debriefing, a determination must be made regarding the need for a functional behavior assessment (FBA).~~
- ~~8. Each incident must be recorded in the student management system.~~
- ~~9. A student who has required crisis management by the school staff more than three (3) times in a semester must have a functional behavior assessment (FBA) and, if appropriate, a behavior intervention plan (BIP) within a reasonable time following the third (3rd) incident.~~
- ~~10. The District and the school must have a strategy in place to support teams in modifying a FBA and BIP when the existing plan is ineffective (e.g., continued instances of the need for crisis intervention).~~

C. Prohibited uses of seclusion:

- ~~1. Seclusion is not to be used as punishment for violations of school rules, for repetitive behaviors, or because of teacher anger toward the student.~~
- ~~2. Seclusion is not to be harsh, severe, or out of proportion with the offense committed and the age and physical condition of the student.~~
- ~~3. Seclusion is not to be used to prohibit reasonable access for the care of the student's bodily needs.~~
- ~~4. Seclusion must not deny a free, appropriate public education to students with disabilities through excessive or extensive use.~~
- ~~5. The use of seclusion is not to be limited, by policy or practice, to students with disabilities.~~

D. Use of physical and mechanical restraints: Restraint means any method or device that immobilizes or reduces the ability of a pupil to move the pupil's torso, arms, legs or head freely, including physical force or mechanical devices.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

~~Not to be included in this definition are:~~

~~Restraints used in schools for the purpose of providing support to students' orthopedic and assistive technology needs in order to permit them to learn and participate in school activities as identified in an individualized education program (IEP).~~

~~Restraints, such as weighted vests or blankets, identified by an IEP team as appropriate for a student to enhance participation in learning activities.~~

~~Vehicle safety restraints used in accordance with state and federal regulations.~~

~~Restraints employed by law enforcement officers in school settings that are used in accord with their policies and appropriate professional standards. These instances are subject to the same reporting requirements by the school as restraints used by school personnel.~~

- ~~1. Physical restraint is to be a last resort emergency safety measure used only in an emergency situation when a student is imminently dangerous to him/herself or others.~~
- ~~2. Personnel using the restraint must take extreme care to provide for the safety and comfort of the student during the restraint procedure.~~
- ~~3. Personnel authorized to use restraints must have been extensively and repeatedly trained by personnel who have maintained approval by a training program to provide training in:
 - ~~a. Alternatives to restraint (e.g., de-escalation strategies, and problem-solving techniques);~~
 - ~~b. The proper use of the restraint; and~~
 - ~~c. Safety precautions and procedures for continuous monitoring of a student by a third party during restraint.~~~~
- ~~4. The student must be released from the restraint as soon as the student regains self-control.~~
- ~~5. Parents and administrators must be notified as soon as possible within the same school day, followed by a written notice stating the circumstances that preceded the behavior, the behavior, the length of time the student was restrained, the location of the restraint and the person(s) who observed the student during the restraint.~~
- ~~6. A debriefing with affected staff and parents and, if appropriate, the student must be conducted within forty eight (48) hours. During the debriefing a determination will be made regarding the need for a functional behavioral assessment (FBA).~~

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

- ~~7. An incident report of the event must be recorded in the student management system.~~
- ~~8. A student who has required crisis management on the part of the school staff more than three (3) times in a semester must have a functional behavioral assessment (FBA) and, if appropriate, a behavior intervention plan (BIP) developed within a reasonable time following the third (3rd) critical incident.~~
- ~~9. The District and the school must have a strategy to support teams in modifying a FBA and BIP when the existing plan is ineffective (e.g., continued instances of the need for crisis intervention).~~

~~**E. Prohibited uses of physical and mechanical restraints:**~~

- ~~1. Physical and mechanical restraints, such as prone restraint, that places excess pressure on the chest or back or impedes the ability to breathe or communicate are prohibited.~~
- ~~2. The use of mechanical restraint by a staff member who has not been trained in the use of restraints is prohibited except when the case is one presenting extreme danger to the student or to others, and:
 - ~~a. The restraint is not out of proportion to the danger, the age, and the physical condition of the student;~~
 - ~~b. The restraint is not used to prohibit reasonable access for the care of the student's bodily needs.~~~~
- ~~3. Restraints that provide support to a student's orthopedic needs shall not be used as a means of punishment for noncompliant behaviors.~~
- ~~4. No policy or practice shall limit the use of restraints to students with disabilities.~~

~~**F. Training in uses of seclusion and restraint procedures:**~~

- ~~1. Personnel who use seclusion and restraints procedures must have training in conflict prevention, crisis de-escalation, possible effects of seclusion, and any local or state regulations regarding the seclusion space and its use.~~
- ~~2. The training of personnel must be recurrent with annual updates appropriate to the type of school setting, to the age and developmental level of students. The training must include information about commonly accepted standards for the use of seclusion and restraint in the school setting.~~

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

- ~~3. The training must include content and skill development on the use of positive, instructional, and preventive methods for addressing student behavior.~~
- ~~4. The training must include information about the effects of medications students may be receiving and how seclusion and restraint procedures might affect the physical well being of the student during seclusion or restraint.~~
- ~~5. The training must include multiple methods for monitoring a student's well being during a restraint.~~
- ~~6. The training must include certification in First Aid and cardiopulmonary resuscitation (CPR) in the event of an emergency during seclusion.~~
- ~~7. The training must include the requirements for reporting to parents and administration.~~

~~G. *Corporal punishment*: For the purposes of this regulation *corporal punishment* is defined as the deliberate infliction of pain intended to discipline or reform a person's bad attitude and/or behavior. Corporal punishment is prohibited.~~

JLDB ©
RESTRAINT AND SECLUSION

Restraint and seclusion are not to be used as disciplinary consequences.

A school may permit the use of restraint or seclusion techniques on any pupil if both of the following apply:

- A. The pupil's behavior presents an imminent danger of bodily harm to the pupil or others.
- B. Less restrictive interventions appear insufficient to mitigate the imminent danger of bodily harm.

If a restraint or seclusion technique is used on a pupil:

- A. School personnel shall maintain continuous visual observation and monitoring of the pupil while the restraint or seclusion technique is in use.
- B. The restraint or seclusion technique shall end when the pupil's behavior no longer presents an imminent danger to the pupil or others.
- C. The restraint or seclusion technique shall be used only by school personnel who are trained in the safe and effective use of restraint and seclusion techniques unless an emergency situation does not allow sufficient time to summon trained personnel.
- D. The restraint technique employed may not impede the pupil's ability to breathe.
- E. The restraint technique may not be out of proportion to the pupil's age or physical condition.

Schools may establish policies and procedures for the use of restraint or seclusion techniques in a school safety or crisis intervention plan if the plan is not specific to any individual pupil.

Schools shall establish reporting and documentation procedures to be followed when a restraint or seclusion technique has been used on a pupil. The procedures shall include the following requirements:

- A. School personnel shall provide the pupil's parent or guardian with written or oral notice on the same day that the incident occurred, unless circumstances prevent same-day notification. If the notice is not provided on the same day of the incident, notice shall be given within twenty-four (24) hours after the incident.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

B. Within a reasonable time following the incident, school personnel shall provide the pupil's parent or guardian with written documentation that includes information about any persons, locations or activities that may have triggered the behavior, if known, and specific information about the behavior and its precursors, the type of restraint or seclusion technique used and the duration of its use.

C. Schools shall review strategies used to address a pupil's dangerous behavior if there has been repeated use of restraint or seclusion techniques for the pupil during a school year. The review shall include a review of the incidents in which restraint or seclusion technique were used and an analysis of how future incidents may be avoided, including whether the pupil requires a functional behavioral assessment.

If a school district or charter school summons law enforcement instead of using a restraint or seclusion technique on a pupil, the school shall comply with the reporting, documentation and review procedures established under the paragraph above. School resource officers are authorized to respond to situations that present the imminent danger of bodily harm according to protocols established by their law enforcement agency.

Schools are not prohibited from adopting policies which include procedures for the reasonable use of physical force by certificated or support staff personnel in self-defense, defense of others and defense of property (A.R.S. 15-843, subsection B, paragraph 3.)

The District authorizes the use of these Definitions which are included in A.R.S. 15-105:

A. "Restraint" means any method or device that immobilizes or reduces the ability of a pupil to move the pupil's torso, arms, legs or head freely, including physical force or mechanical devices. Restraint does not include any of the following:

1. Methods or devices implemented by trained school personnel or used by a pupil for the specific and approved therapeutic or safety purposes for which the method or device is designed and, if applicable, prescribed.
2. The temporary touching or holding of the hand, wrist, arm, shoulder or back for the purpose of inducing a pupil to comply with a reasonable request or to go to a safe location.
3. The brief holding of a pupil by one adult for the purpose of calming or comforting the pupil.
4. Physical force used to take a weapon away from a pupil or to separate and remove a pupil from another person when the pupil is engaged in a physical assault on another person.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

B. "School" means a school district, a charter school, a public or private special education school that provides services to pupils placed by a public school, the Arizona State Schools for the Deaf and the Blind and a private school.

C. "Seclusion" means the involuntary confinement of a pupil alone in a room from which egress is prevented. Seclusion does not include the use of a voluntary behavior management technique, including a timeout location, as part of a pupil's education plan, individual safety plan, behavioral plan or individualized education program that involves the pupil's separation from a larger group for purposes of calming.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

13-403 et seq.

13-2911

15-105

15-341

15-342

15-841

15-842

15-843

15-844

CROSS REF.:

GBEB - Staff Conduct

JIC - Student Conduct

JK - Student Discipline

JKA - Corporal Punishment

JKD - Student Suspension

JKE - Expulsion of Student

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

JLDB-EA ©
RESTRAINT AND SECLUSION

RESTRAINT/SECLUSION DOCUMENTATION

This form must be completed when school personnel have used a restraint or seclusion technique with a student.

Referral to Law Enforcement: School personnel are required to comply with the reporting, documentation and review procedures required by A.R.S. 15-105 if the school district summoned law enforcement instead of using a restraint or seclusion technique on the student.

Applicable Definitions: For purposes of determining whether this form must be completed, the following definitions apply:

Restraint means any method or device that immobilizes or reduces the ability of a student to move the student's torso, arms, legs or head freely, including physical force or mechanical devices.

Restraint does not include any of the following:

1. Methods or devices implemented by trained school personnel or used by a student for the specific and approved therapeutic or safety purposes for which the method or device is designed and, if applicable, prescribed.
2. The temporary touching or holding of the hand, wrist, arm, shoulder or back for the purpose of inducing a student to comply with a reasonable request or to go to 'a safe location.
3. The brief holding of a student by one adult for the purpose of calming or comforting the student.
4. Physical force used to take a weapon away from a student or to separate and remove a student from another person when the student is engaged in a physical assault on another person.

Seclusion means the involuntary confinement of a student alone in a room from which egress is prevented.

Seclusion does not include the use of a voluntary behavior management technique, including a timeout location, as part of a student's education plan, individual safety plan, behavioral plan or individualized education program (IEP) that involves the student's separation from a larger group for purposes of calming.

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Notification to Parents: Check the appropriate box.

School personnel provided the student's parent/guardian with written or oral notice on the same day the incident occurred; or

Circumstances prevented same day notification to the student's parent/guardian of the incident. Notice will provided within twenty-four (24) hours after the incident.

Student: _____ **Student ID:** _____

First Middle Last

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

JLDB-EB ©
RESTRAINT AND SECLUSION

RESTRAINT/SECLUSION DOCUMENTATION

Student: _____ Student ID: _____

Grade: _____ Age: _____ DOB: _____ School: _____

Parent(s): _____

Address: _____

Phone: (w) _____ (h) _____ (c) _____

Date of Incident: _____ Location: _____
Month/Day/Year

School personnel were permitted to use the restraint or seclusion technique because both of the following applied (check boxes to confirm that both conditions were met):

- The student's behavior presented an imminent danger of bodily harm to the student or others;
- Less restrictive interventions appeared insufficient to mitigate the imminent danger of bodily harm.

Description of the student's behavior that presented an imminent danger of bodily harm to the student or others:

Description of the less restrictive interventions that appeared insufficient to mitigate the danger of imminent danger of bodily harm:

School personnel involved in the incident must check the boxes below and provide other information as needed. If a box is not checked "True," school personnel must explain why the particular condition was not met.

1. School personnel maintained continuous visual observation and monitoring of the student while the restraint or seclusion technique was used. True Not True

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

Personnel who observed and monitored the student:

2. The restraint or seclusion ended when the student's behavior no longer presented an imminent danger to the student or others. True Not True

3. The restraint or seclusion technique was used only by school personnel who are trained in the safe and effective use of restraint and seclusion techniques, unless an emergency situation did not allow sufficient time to summon trained personnel. True Not True

4. If an emergency existed that did not allow sufficient time to summon trained personnel, explain the emergency:

5. The restraint technique used did not impede the student's ability to breathe. True Not True

6. The restraint technique was not out of proportion to the student's age or physical condition. True Not True

Information (if known) about any persons, locations or activities that may have triggered the student's behavior:

Specific information about the behavior and its precursors:

Type of restraint or seclusion technique used:

Duration of restraint or seclusion technique used: _____ minutes

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

A review meeting is needed: Yes No A review meeting to review strategies used to address a student's dangerous behavior *must* be scheduled if there has been repeated use of restraint or seclusion for the student during the school year. If a review meeting is needed, it will be scheduled and separate documentation will be completed.

Person(s) Responsible for Completing Form:

_____ Date:

_____ Date:

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

JLDB-EC ©
RESTRAINT AND SECLUSION

RESTRAINT/SECLUSION DOCUMENTATION
(Same Day Oral/Written Notification to Parent/Guardian)
*or within twenty-four (24) hours if
circumstances prevented same day notice*

Date provided: / / Time: : .m.

Method of Delivery:

Oral

Written

Hand-delivery (signature required) _____

Mailed: 1st Class Mail-Certificate of Mailing and/or Certified Mail-
Return Receipt Requested

E-mailed using address: _____ ; maintain proof of
electronic delivery

Name of Parent/Guardian Receiving Notice: _____

Person Providing Notice: _____

**Confirmation that a copy of this completed documentation was provided
to the Parent/Guardian (provided within a reasonable time following the
incident):**

Date provided: / / Time: : .m.

Method of Delivery:

Oral

Written

Hand-delivery (signature required) _____

Mailed: 1st Class Mail-Certificate of Mailing and/or Certified Mail-
Return Receipt Requested

E-mailed using address: _____ ; maintain proof of
electronic delivery

Name of Parent/Guardian Receiving Notice: _____

Person Providing Notice: _____

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

JLDB-ED ©
RESTRAINT AND SECLUSION

RESTRAINT/SECLUSION DOCUMENTATION
(Review of Repeated Use of Restraint
or Seclusion Techniques)

A review meeting to review strategies used to address a student's dangerous behavior *must* be scheduled if there has been repeated use of restraint or seclusion for the student during the school year, A.R.S. 15-105.

Student: _____ Student ID: _____

Grade: _____ Age: _____ DOB: _____ School: _____

Parent(s): _____

Address: _____

Phone: (w) _____ (h) _____ (c) _____

Date of Incident: _____ Location: _____
Month/Day/Year

Review current and previous incidents in which physical restraint/seclusion techniques were used:

Review strategies used to address the student's dangerous behavior:

Analyze how future incidents may be avoided:

The Team recommends a Functional Behavioral Assessment: Yes No

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

If parent(s) did not attend the meeting, explain other methods to ensure parent participation and/or child as appropriate (e.g., conference call, videoconference, home visit):

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

KF ©
COMMUNITY USE OF
SCHOOL FACILITIES

Leasing (renting)

School facilities and property may be leased to extended day resource programs and any person, group or organization for any lawful purpose in the interest of the community. The purposes include but are not limited to the following:

- | | |
|------------------|---------------------|
| A. recreational, | G. scientific, |
| B. educational, | H. social, |
| C. political | I. religious, |
| D. economic, | J. other civic, |
| E. artistic, | K. or governmental. |
| F. moral, | |

A reasonable use fee shall be charged for the lease of school facilities and property and this fee may be offset by goods contributed or services rendered by the lessee. "Reasonable use fee" means an amount that is at least equal to the cost for utilities, services, supplies or personnel provided to the lessee pursuant to the terms of the lease.

Uncompensated Use

The Superintendent may permit the uncompensated use of facilities and property by any school related group, including student political organizations, or by any organization whose membership is open to the public and whose activities promote the educational function of the District. "Education function" means uses that are directly related to the educational mission of the District as adopted by the Board and includes the educational mission related uses of parent - teacher organizations, youth organizations and school employee organizations. Use of facilities or property by organizations indicated above that will require a substantial District cost for utilities, services, supplies and/or personnel may be permitted only if goods contributed, services rendered or payments are made to reimburse these costs to the District.

The mission of the District is found in section A of the policy manual (see cross referenced policies below). The mission statement and the group's or organization's promotion of the educational function through the activity, as interpreted by the Superintendent in good faith, will be the basis upon which uncompensated use of District facilities and property shall be approved or denied.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

Generally

The Superintendent shall annually recommend a fee schedule to the Board for the lease of school property and such schedule shall include a procedure for determining the value of goods and services being provided as compensation for the use of school property. The schedule shall include a designation of those groups whose activities promote the educational function of the School District as determined in good faith by the Superintendent and presented for Board review.

Property not associated with the use of facilities is covered in section E of the policy manual (see cross referenced policies below). The District will use its best efforts to avoid conflicts with approved use of the facilities and property but no lease or use provision shall be effective if the administrator of the facility finds that it would cause delay, cancellation, or rescheduling of a school-sponsored activity.

Proof of liability insurance shall be required for the use or lease of school property pursuant to A.R.S. 15-1105. The School District and its Governing Board, employees, and agents shall be named an additional insured under the liability insurance policy during the use of the facilities and property.

The School District and its employees, including the Governing Board, Superintendent or Chief Administrative Officer, are immune from civil liability with respect to all decisions made and actions taken to allow the lease or use of school property, unless the School District or its employees are guilty of gross negligence or intentional misconduct. This does not limit any other immunity provisions that are prescribed by law.

The Superintendent shall establish such rules and regulations as are needed to implement this policy as well as to assure the preservation of District property.

The lessee of school facilities must affirm knowledge of and enforce the requirements and restrictions set out in Chapter 28.1 of A.R.S. Title 36 related to medical marijuana.

The lessee of school facilities to be used for athletic activities must confirm knowledge of and compliance with the requirements and restrictions for such use as set out in Board Policy JJIB.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

15-511

15-1105

15-1141 to 15-1143

16-411

36-2801 *et seq.*, Arizona Medical Marijuana Act

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

CROSS REF.:

A - District Mission and Belief Statement

AC - Nondiscrimination/Equal Opportunity

EDC - Authorized Use of School-Owned Materials and Equipment

KFA - Public Conduct on School Property

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

SUMMARY OF AGENDA ITEM

MEETING DATE: July 26, 2016

AGENDA SUBJECT: New Position – Director, Public Relations/Marketing

PURPOSE:

Administration seeks Governing Board approval of the Director, Public Relations/Marketing position.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

The Governing Board has tasked the new Superintendent to market the District. Adding this new position to focus on public relations and marketing will allow the District to tell our story as a unified front through branding, as well as traditional and social media and other marketing approaches.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

Promoting the TUHSD with a clear marketing plan will lead to a greater positive awareness of the District, leading to increased student enrollment.

BUDGET IMPACT AND COSTS:

Administrative Salary Schedule.

RECOMMENDATION:

That the Governing Board approve the creation of the Director, Public Relations/Marketing position.

Submitted by: Michael Stewart
Director, Human Resources Date: July 20, 2016

Reviewed by: Mrs. Nora Gutierrez
Superintendent Date: July 20, 2016

Tolleson Union High School District #214

Position Description

Position Title: Director, Public Relations/Marketing

Department: Office of the Superintendent

Supervisor: Superintendent

Term of Employment: 12 months

Salary Classification: Administrative Tier VI

Job Summary: The Director, Public Relations/Marketing is responsible for coordinating the District's public relations program through external and internal communications, community groups, social media and mass media. The position serves as the District's media spokesperson in highly sensitive and/or complex matters. Prepares District documents for distribution to appropriate citizens and selected groups and produces communication (multi-media, print, audio and video) for various groups.

Essential Functions: Essential functions, as defined under the Americans with Disabilities Act, may include, but are not limited to, the following tasks, duties, knowledge, skills and other characteristics. This list is **ILLUSTRATIVE ONLY** and is **not a comprehensive listing of all functions and tasks performed by incumbents in this class.**

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Directs community relations and public information programs for the Superintendent and the District.
- Serves as the District spokesperson, as Directed by the Superintendent or designee, prepares and issues press releases and acts as the District liaison for news media.
- Publicize school and District events through news releases and District initiated media contacts.
- Writes media releases, District publications, correspondence, presentations, and promotional materials.
- Facilitates in planning and coordinating special events.
- Attends District Governing Board meetings and all other District functions that apply.
- Updates content for social media and assist schools with social media presence.
- Maintains updates on employee portal and District website.
- Reviews flyers for distribution in schools.
- Prepares annual public relations plan for the District.
- Maintains regular attendance and punctuality.
- Performs other duties as assigned or required.

KNOWLEDGE AND SKILLS:

- Knowledge of applicable Federal, state, county and city statutes, rules, policies and procedures.
- Knowledge of applicable Tolleson Union High School District policies and procedures.
- Skill in oral and written communications.
- Skill in overseeing, creating, developing production, approving and/or distributing District-wide information.
- Skill in planning, organizing, coordinating, implementing, overseeing and documenting special events and publications.
- Skill in operating a personal computer utilizing a variety of software.
- Skill in establishing and maintaining effective working relations with stakeholders, including but not limited to: students, parents, co-workers, vendors, the general public, community partners and others having business with the School District

Tolleson Union High School District #214 Position Description

MINIMUM QUALIFICATIONS: Bachelor's degree or equivalent in Public Relations, Journalism, Communication, Marketing, or related field from an accredited institution, and 3 years of Public Information/Marketing experience; or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Sedentary Work: Exerting up to 10 pounds of force occasionally and or a negligible amount of force frequently or consistently to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

OTHER REQUIREMENTS:

- Must be able to pass a fingerprint and background clearance check
- Must be able to obtain and maintain an Arizona driver's license
- Will be required to lift and carry heavy, bulky supplies and materials weighing up to 20 pounds
- Will be required to work outside normal working hours
- Maintain district-paid membership with the Arizona School Public Relations Association (ASPRA)

SUMMARY OF AGENDA ITEM

DATE: July 26, 2016

SUBJECT: Arizona School Boards Association's Proposed 2017 Political Agenda

PURPOSE:

The September 10, 2016 Arizona School Boards Association (ASBA) Delegate Assembly will determine the positions of the ASBA for any future Special Sessions of the current legislature and for the First Regular Session of the Fifty-Third Legislature. The ASBA Legislative Committee has reviewed all proposals and created the proposed 2017 Political Agenda for consideration and ratification.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

The Delegate Assembly provides the opportunity for the Governing Board to provide input on the proposed action agenda items.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

Each of the proposed action agenda items has an impact on the future of education.

BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

It is recommended that the Governing Board review and discuss the 2017 Proposed Political Agenda submitted by the ASBA Legislative Committee and instruct Mr. Devin Del Palacio, the Governing Board's official delegate, and Mr. Freddie Villalon, Alternate Delegate, as to the Governing Board's direction in voting at the September 10, 2016 Delegate Assembly.

Submitted by: Judith Jameson
Executive Assistant Date: July 20, 2016

Reviewed by: Mrs. Nora Gutierrez
Superintendent Date: July 20, 2016



Governmental Relations

TO: GOVERNING BOARD PRESIDENTS AND SUPERINTENDENTS

FROM: Paul Kulpinski, Legislative Committee Chair

DATE: June 30, 2016

SUBJECT: PROPOSED 2017 POLITICAL AGENDA AND DELEGATE ASSEMBLY PROCESS

Enclosed are the proposed Delegate Assembly agenda; ASBA's Vision, Mission, and Core Beliefs; and the proposed 2017 Political Agenda as recommended by the Legislative Committee to be considered by the Delegate Assembly on September 10, 2016. **The meeting will be at The Camelback Inn located at 5402 E. Lincoln Drive in Scottsdale and will begin at 8:00 a.m. with registration and a continental breakfast.**

Please copy and distribute this ENTIRE packet to all board members and place the proposed 2017 Political Agenda recommended by the Legislative Committee for consideration on your next board agenda. Following your board's discussion, the board should instruct your district's official delegate as to the board's direction in voting. **If your board has not appointed its official delegate and alternate yet, please do so immediately and notify ASBA of your selection.** While all board members and superintendents are welcome to attend the Delegate Assembly, each member district has only one official delegate.

The Delegate Assembly determines the positions of the Arizona School Boards Association for any future Special Sessions of the current legislature and for the First Regular Session of the Fifty-Third Legislature. Your board has the opportunity to participate in crafting ASBA's advocacy stances and share your districts views and concerns. ASBA cannot be truly representative of all school district governing boards if your board is not part of this deliberative process.

As ASBA continues to create a more focused document, we do so keeping firmly in place the integral aspect of all members providing input on issues of importance. In total 96 governing boards proposed items for consideration this year, an increase from the 71 districts that submitted last year. We truly appreciate and applaud this robust interest and involvement.

The Legislative Committee received every proposal and discussed these items for more than 7 hours. In that time, the Committee thoroughly vetted each item and created the proposed 2017 Political Agenda for your consideration and ratification. It is our hope that this year after the Political Agenda is voted on, it can then be prioritized to better direct staff on the issues of most importance. As always, any and all items on the agenda can, and are, worked on at all times.

It is imperative that your board's voice is heard on behalf of your students and your community at the Delegate Assembly. Don't miss your opportunity to engage in this important discussion, as critical political issues are debated and positions are formulated. If you haven't registered your board's delegate, there is still time to do so [here](#). **We look forward to seeing you at the Delegate Assembly on September 10th.**



MEETING OF THE DELEGATE ASSEMBLY
SATURDAY, SEPTEMBER 10, 2016
THE CAMELBACK INN, SCOTTSDALE

DRAFT AGENDA

8:00 a.m.	REGISTRATION/CONTINENTAL BREAKFAST	
8:30 a.m.	CERTIFICATION AND SEATING OF DELEGATES	
9:00 a.m.	OPENING OF DELEGATE ASSEMBLY	
	Presiding, ASBA President	<i>Kathy Knecht</i>
		<i>Peoria Unified</i>
	Chair, Legislative Committee	<i>Paul Kulpinski</i>
		<i>Flagstaff Unified</i>
	Parliamentarian	<i>TBD</i>
		<i>Professional Registered Parliamentarian</i>
	Call to Order	<i>Kathy Knecht</i>
	Moment of Silence	
	Pledge of Allegiance	<i>Kathy Knecht</i>
	Introductions	<i>Kathy Knecht</i>
	Report of Credentials Committee	<i>Luis Marquez</i>
	Rules	<i>Chris Thomas</i>
	Adoption of Rules of Procedures	<i>Kathy Knecht</i>
	Adoption of Agenda	<i>Kathy Knecht</i>
	Report of the Legislative Committee	<i>Paul Kulpinski</i>
	Proposed Political Agenda Consideration	<i>Delegate Assembly</i>
	ADJOURNMENT	<i>Paul Kulpinski</i>



Arizona School Boards Association



Learn more at www.azsba.org

VISION

Quality leadership and advocacy for children in public schools.

MISSION

Promoting elected local governance of public education and continuous improvement of student success by providing leadership and assistance to public school governing boards.

GOALS

GOAL ONE

Provide model training and leadership emphasizing best practices in public school governance.

GOAL TWO

Represent and advocate for the diverse interests of public school governing boards.

GOAL THREE

Advocate the core beliefs and political agenda as adopted by the membership.

OUR CORE BELIEFS

- The basic life needs of children must be met for them to succeed.
- Meeting the unique educational needs of all students must be the foundation of our school systems.
- The governance of public schools must lie with locally elected and accountable school district governing boards.
- The accountability for student success is a shared responsibility of the students, parents, governing board, district staff and the community.
- Public education funding must be broad-based, stable and at a level that assures all students receive an education that enables them to be successful.
- Providing high quality public education is the best investment to grow Arizona's economy.
- State and federal mandates must be funded.
- Knowledgeable and professionally trained governing board members are fundamental for ensuring student success.

o: 602.254.1100 / 800.238.4701 | f: 602.254.1177 | 2100 N. Central Ave., Suite 200, Phoenix, AZ 85004



Governmental Relations

The following items have been thoroughly vetted by the Legislative Committee to create the proposed 2017 Political Agenda for your consideration and ratification. Please note that items in black are currently addressed in the 2016 Political Agenda and all new items are in red.

1. **Strengthen the School Finance formula to equitably and adequately fund public schools:**
 - a. Fund the implementation **and ongoing** costs of AZ standards, assessments and technology;
 - b. Protect desegregation funding from any cuts or modifications;
 - c. Allow districts the option to operate individual schools for 200-day school years and increase; accompanying funding to 8% and from 5% to improve student achievement;
 - d. Provide greater equity in funding and access for ~~special education students~~ **exceptional student services** within the public school system;
 - e. **Provide adequate funding to cover the cost of student transportation;**
 - f. **Establish statewide poverty weights within the school funding formula.**

Rationale: The Committee recommends the above subheadings, as they are all crucial components that fall under the topic of overall funding. Item (a.) was modified to include the ongoing costs, beyond implementation, associated with maintaining assessments and technology. The committee voted to modify the wording on item (d.) from special education to exceptional student services, to capture the larger population of special needs, gifted and ELL students. The committee recommends one overarching statement to address the transportation needs of both rural and urban districts.

The following districts proposed one or more of the above items:

Ajo USD, Altar Valley ESD, Amphitheater Public Schools, Apache Junction USD, Ash Creek USD, Benson USD, Cartwright SD, Catalina Foothills USD, Chandler USD, Chino Valley USD, Crane ESD, Deer Valley USD, Flagstaff USD, Fredonia-Moccasin USD, Glendale ESD, Glendale HSD, Globe USD, Holbrook USD, Kyrene SD, Litchfield SD, Madison ESD, Mesa USD, Nadaburg USD, Osborne SD, Page USD, Palominas ESD, Paradise Valley USD, Parker USD, Payson USD, Phoenix Union HSD, Pinon USD, Ray USD, Saddle Mountain USD, Sanders USD, Seligman USD, Show Low USD, Sierra Vista USD, Skull Valley SD, Somerton SD, Superior USD, Superior USD, Tanque Verde USD, Tempe USD, Tolleson Elementary SD, Valley Union HS, Wenden ESD, Whiteriver USD, Window Rock and Yarnell Elementary SD.

2. **Advocate to ~~lessen~~ **eliminate** unfunded mandates and administrative burdens.**

Rationale: While this item is covered within the core beliefs and the 2016 Political Agenda, the committee recommends reiterating this in the 2017 Political Agenda as it is important that administrative burdens be eliminated, rather than lessened, to ensure that districts aren't forced to use already scarce resources to comply with mandates.

The following districts proposed the above item: Altar Valley ESD, Ash Creek ESD, Creighton SD, Deer Valley USD, Duncan USD, Dysart USD, Glendale Union HSD, Holbrook USD, Humboldt USD, Kyrene SD, Madison USD, Oracle ESD, Osborne SD and Queen Creek USD.

3. **Assure a more stable and reliable revenue structure to support education.**

Rationale: The committee recommends a comprehensive statement to encompass the overall need for funding and support local control in establishing alternative sources.

This item came out of committee discussion to consolidate items. Humboldt USD submitted a recommendation for leveraging alternative funds for education.

4. **Advocate to renew, expand and improve Prop 301.**

Rationale: The committee recommends the renewal and expansion, ideally to a full cent, be at the forefront of discussions as this is crucial revenue source for districts.

*The following districts proposed the above item:
Littleton ESD and Tanque Verde USD.*

5. **Uphold, preserve, and strengthen local control to reinforce the connection between the community and its elected governing board members.**

Rationale: The Committee recommends keeping this item from the 2016 Political Agenda as local control is a foundation of the organization and should be actively preserved and built upon.

*The following districts proposed the above item:
Apache Junction USD, Avondale ESD, Balsz ESD, Chino Valley USD, Clarkdale – Jerome SD, Crane ESD, Deer Valley USD, Dysart USD, Holbrook USD, Kyrene SD, Madison ESD, Page USD, Phoenix Union HSD, Saddle Mountain USD and St. David USD.*

6. **Allow school districts greater flexibility in the divestiture of property to address population and course needs.**

Rationale: The Committee recommends keeping this item from the 2016 Political Agenda as it is still of importance and has not been addressed.

*The following districts proposed the above item:
Marana USD and Whiteriver USD.*

7. **Maximize local control and flexibility in managing funds and programs.**

Rationale: The Committee recommends including programs alongside funding to maximize flexibility for school districts.

*The following districts proposed the above item:
Apache Junction USD, Chandler USD, and Somerton ESD.*

8. **Fully restore 9th grade CTE/JTED eligibility and funding so students have the opportunity to explore career fields and or/certification completion.**

Rationale: The Committee recommends keeping this within the priorities, beginning these programs in the first year of high school is crucial for completing certification and internship programs.

The following districts proposed the above item:

Amphitheater Public Schools, Antelope Union SD, Catalina Foothills USD, Chino Valley USD, Duncan USD, Dysart USD, Fredonia -Moccasin USD, GIFT JTED, Marana USD, Northeast AZ Technological Institute of Vocational Education JTED, Payson USD, Queen Creek USD, Ray USD, Sanders USD, Santa Cruz USD, Seligman USD, St. David USD, Sunnyside USD, Western AZ Vocational Education.

9. **Allow all JTEDs to service students through the age of 21.**

Rationale: The Committee recommends this change so that JTED age requirements can align with district policies.

The following districts proposed the above item:

Coconino Association for Vocations, Industry and Technology, GIFT JTED, Northeast AZ Technological Institute of Vocational Education JTED, Pima County JTED, Western AZ Vocational Education.

10. **Ensure 100% funding for all JTEDs.**

Rationale: While JTED funding cuts were partially restored during the 2016 Legislative Session, the Committee recommends continuing to advocate for 100% funding for larger JTEDs as this has not been achieved.

The following districts proposed the above item:

Coconino Association for Vocations, Industry and Technology, GIFT JTED, NAVIT, Northeast AZ Technological Institute of Vocational Education JTED, Pima County JTED, Western AZ Vocational Education and Western Maricopa Education Center.

11. **Fully fund full-day kindergarten and include kindergarten students in the override calculations.**

Rationale: The Committee recommends keeping this item from the 2016 Political Agenda as early education is a vital foundation to a student's success and is still not fully funded.

The following districts proposed the above item:

Ajo USD, Amphitheater Public Schools, Apache Junction USD, Ash Creek ESD, Avondale ESD, Balsz Elementary SD, Benson USD, Bullhead City ESD, Cartwright SD, Catalina Foothills USD, Chandler USD, Chino Valley USD, Colorado River USD, Crane ESD, Creighton SD, Duncan USD, Flowing Wells SD, GIFT JTED, Globe USD, Grand Canyon USD, Holbrook USD, Humboldt USD,

Litchfield ESD, Littlefield USD, Littleton ESD, Madison ESD, Nadaburg USD, Oracle ESD, Osborn SD, Page USD, Palominas ESD, Paradise Valley USD, Parker USD, Patagonia ESD, Payson USD, Queen Creek USD, Saddle Mountain USD, Salome Consolidated ESD, Sanders USD, Santa Cruz Valley USD, Scottsdale USD, Skull Valley SD, Sunnyside USD, Superior USD, Tanque Verde USD, Tempe ESD, Tolleson ESD, Washington ESD, Whiteriver USD and Winslow USD.

12. **Provide funding for preschool programs**

Rationale: The Committee recommends advocating for pre-school funding, alongside full day kindergarten, as they are both critical to a student's success. This was previously a sub section under full-day kindergarten funding, however staff recommends this be a standalone item.

The following districts proposed the above item:

Ash Creek ESD, Flowing Wells SD, Palominas ESD, Scottsdale USD, Tanque Verde USD and Tolleson ESD.

13. **Reinstate and fund formulas to comply with at least state school building minimum standards and restore building renewal funding to ensure school district facilities are adequately maintained.**

Rationale: The Committee recommends consolidating the two items from the 2016 Political Agenda, to create a more comprehensive statement regarding school facilities.

The following districts proposed the above item:

Ajo USD, Amphitheater Public Schools, Cartwright SD, Catalina Foothills USD, Chandler USD, Chino Valley USD, Clarkdale-Jerome SD, Crane ESD, Creighton SD, Fredonia-Moccasin USD, Glendale Union HSD, Grand Canyon USD, Kyrene SD, Madison ESD, Nadaburg USD, Oracle ESD, Osborn SD, Page USD, Palominas ESD, Parker USD, Paradise Valley USD, Payson USD, Ray USD, Saddle Mountain USD, Sahuarita USD, Sunnyside USD, Superior USD, Tanque Verde USD, Tolleson ESD, Washington ESD, Whiteriver USD, Winslow USD, Yarnell ESD.

14. **Provide additional state funding for nationally competitive salaries to attract, recruit and retain talented teachers. ~~Maximize income opportunities for teachers' salaries and student support~~**

Rationale: The Committee recommends expanding the scope of "opportunities for teachers' salaries" to specifically state nationally competitive salaries, to address the current crisis surrounding the retention of current teachers and the recruitment of future teachers.

The following districts proposed the above item:

Balsz ESD, Casa Grande ESD, Crane ESD, Fredonia-Moccasin USD, Grand Canyon USD, Litchfield ESD, Osborne ESD, Page USD, Paradise Valley USD, Parker USD, Salome Consolidated ESD, Santa Cruz Valley USD, Sierra Vista USD, Somerton SD, St. David USD, Superior USD, Washington ESD, Winslow USD.

15. **Eliminate ~~the change to~~ Ensure the change to current year funding accuracy and transparency in ADM calculations and continue to hold declining districts harmless for loss of funding.**

Rationale: The Committee recommends modifying the statement to address the issues of accuracy and funding surrounding the move to current year funding, rather than seeking to eliminate the policy, as those are more realistic goals with the current Legislature.

The following districts proposed the above item:

Antelope Union SD, Apache Junction USD, Balsz ESD, Benson USD, Cartwright SD, Catalina Foothills USD, Creighton SD, Glendale Union HSD, Humboldt USD, Litchfield ESD, Marana USD, Nadaburg USD, Oracle ESD, Palominas ESD, Paradise Valley USD, Queen Creek USD, Ray USD, Sanders USD, Santa Cruz Valley USD, Skull Valley SD, Sunnyside USD, Superior USD, Tempe ESD, Tolleson Union HSD, Whiteriver USD and Yarnell ESD.

16. **Establish financial ~~accountability~~ and academic transparency for all institutions ~~schools and individuals~~ that accept public funds.**

Rationale: The Committee recommends keeping this item from the 2016 Political Agenda with the inclusion of academic transparency to ensure that all institutions (charter schools, ESA's and STO's) are held to the same standards, both academically and financially, as district schools.

The following districts proposed the above item:

Antelope Union HSD, Apache Junction USD, Ash Creek ESD, Benson USD, Chandler USD, Deer Valley USD, Dysart USD, Oracle ESD and Somerton ESD.

17. **Repeal any program that gives public funds for private schools, ESA's & STO's or prevent any future expansion.**

Rationale: The Committee recommends this addition to clearly capture the intent to stop further expansions of ESA's and STO's, while at the same time working for their ultimate repeal.

The following districts proposed the above item:

Antelope Union HSD, Catalina Foothills USD, Glendale Union HSD, Holbrook USD, Somerton SD and Humboldt USD.

18. **Require comparative auditor general reports for district and charter schools.**

Rationale: The Committee recommends keeping this item from the 2016 Political Agenda to ensure consistent accountability for all public schools.

The following districts proposed the above item:

Crane ESD, Globe USD, Oracle ESD, Scottsdale USD and Washington ESD.

19. **Change “override/budget increase” language to “locally controlled funding” to better reflect what voters are being asked to support.**

Rationale: The Committee recommends keeping this item from the 2016 Political Agenda as it is still a hurdle districts face and yet to be accomplished.

The following districts proposed the above item:

Apache Junction USD, Avondale ESD, Benson USD, Dysart USD, Flagstaff USD, Flowing Wells, Humboldt USD, J.O. Combs USD, Ray USD and Tolleson ESD.

20. **Require charter holders and applicants to use their local entity's most recent demographic study and enrollment demand data to justify the need for a new school.**

Rationale: The Committee recommends keeping this item from the 2016 Political Agenda, school districts are required to produce this data and charter schools should adhere to the same standards.

The following districts proposed the above item:

Deer Valley USD, Dysart USD, Humboldt USD and Tucson USD.

21. **Increase the compulsory attendance age from 16 to 18 years.**

Rationale: The Committee recommends keeping this item from the 2016 Political Agenda, as it is still important that students be required to attend school, especially amongst increased pressure for higher standards.

The following districts proposed the above item:

Deer Valley USD, Page USD, Tolleson ESD and Wenden ESD.

22. **Advocate for research based reform of the ELL model of instruction to improve student achievement.**

Rationale: The Committee recommends reforming the ELL instruction model as a top priority as the current model is ineffective and prevents using educational strategies that may be more effective with certain students.

The following districts proposed the above item:

Phoenix Union HSD and Sahuarita USD.