



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: April 12, 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 Karyn Morse Eubanks, the Governing Board’s Executive Assistant, at 623-478-4001 for more information.

Persons with a disability may request reasonable accommodations by contacting Ms. Eubanks. 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: April 7, 2016 By: Karyn Morse Eubanks, 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 _____.

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

2. Pledge of Allegiance

3. Approval of the Regular Agenda

Recommendation: It is recommended 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. Celebrations

A. Employees of the Month

The following February 2016 Employees of the Month will be recognized for their contributions to the District.

Sierra Linda High School

Angela Richards, Special Education Teacher

James A. Green Continuing Education Academy

Maggie Aguilar, Teacher

Lighthouse Academy

AeDee Latten II, Teacher

Leigh Virgil, Teacher

Westview High School

Randy Camacho, Social Studies Teacher/Department Chair

John Irish, Literacy Teacher

B. Athletes of the Month

The Athlete of the Month Program recognizes student athletes who exhibit exemplary sportsmanship, performance, leadership, and work ethic, both in the classroom and in a competitive environment. The following March 2016 Athletes of the Month will be recognized:

Copper Canyon High School

Candee Soto (Softball) and Sem Cano (Baseball)

La Joya Community High School

Destiny Garcia (Softball) and Ivan Valdivia (Baseball)

Sierra Linda High School

Jennifer Dominguez (Tennis) and Javier Avila (Track)

Tolleson Union High School

Kyli Alvarez (Track) and Leonard Walker (Baseball)

Westview High School

Jasmine Brown (Softball) and Gabriel Joya (Baseball)

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 Karyn Morse Eubanks, 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. 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.

7. 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

8. 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.

- *1. Human Resources**
- A. Personnel Items** **9-12**
Personnel items include recommendations and ratifications for various actions including employment, contract assignments and revisions, stipends, extra duty assignments, position changes, leaves of absence, retirements, resignations, and terminations.
- B. Contract and Notice of Employment Language – 2016-2017** **13-110**
The following 2016-2017 employee contracts/notice of employment language were reviewed and revised, as appropriate, by District Legal Counsel Cathleen Dooley of Udall Shumway.
- Certified Administrator or Professional Services Employment Contract
 - Returning Retiree Certified Administrator or Professional Services Employment Contract
 - Professional Staff Non-certificated Employment Contract
 - Returning Retiree Professional Staff Non-certificated Employment Contract
 - Teacher’s Employment Contract
 - Returning Retiree Teacher Employment Contract
 - Certified Term Contract and Notice of Nonrenewal
 - Guidance Advisor’s Employment Contract
 - Guidance Advisor Department Chair’s Employment Contract
 - Librarian’s Employment Contract
 - School Psychologist’s Employment Contract
 - Social Worker’s Employment Contract
 - Nurse’s Employment Contract
 - Marine Junior Reserve Officer Training Corps Instructor’s Employment Contract
 - Notice of Employment (At-Will Employment)
 - Returning Retiree Notice of Employment (At-Will Employment)
- *2. Financial Services**
- A. Vouchers** **111-112**
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.
- B. Donations** **113-114**
Various donations are presented to the Governing Board throughout the year for review and official acceptance.

- *3. Purchasing**
- A. Award of Contract – RFP #17-003-22, Contracted Custodial Services, to Olympus Building Services, Inc.** 115
 On February 8, 2016, the District issued RFP #17-003-22, Contracted Custodial Services, to hire a contractor to provide all managerial, administrative, equipment, supplies, and labor necessary to clean all sites. Administration recommends awarding RFP #17-003-22, Contracted Custodial Services, in the amount of \$1,134,356.85, to Olympus Building Services, Inc.
- B. Authorization for Disposal #928, Technology Equipment; #929, EMV Readers; and #930, Washer/Dryer Combination** 116-121
 Administration seeks to dispose of technology and unrepairable equipment no longer needed by the District.
- *4. Superintendent’s Office**
- A. Services Agreement with the Arizona Board of Regents, Acting for and on Behalf of Arizona State University – American Dream Academy-Realizing the American Dream and Future Sun Devil Families** 122-129
 Arizona State University will provide training, known as the American Dream Academy – Realizing the American Dream and Future Sun Devil Families, intended to help adults influential in the life of a student acquire the tools and knowledge necessary to help their students increase their academic achievement. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.
- B. Agreement for Employee Staffing Services – Education Services, Inc.** 130-143
 For many years, the District has utilized a Phased Retirement Employment Program, which has enabled the District to retain experienced employees who choose to retire but want to continue working. Employees wishing to retire and immediately return to the District must return under the Phased Retirement Employment Program. The District determines the salary that will be paid to employees participating in the Phased Retirement Employment Program; employees are responsible for payment of the alternate contribution rate (ACR) assessed to the District.
- C. Educational Professional Services Agreement – Teach for America** 144-157
 Teach for America will provide teacher candidates in areas deemed hard to fill. The term of the Agreement will cover the 2016 cohort of teachers for the 2016-2017 and 2017-2018 academic years and will also cover the 2017 cohort of teachers for the 2017-2018 and 2018-2019 academic years. Although the Agreement will expire on April 1, 2018, all provisions applicable to the 2017 cohort of teachers will remain in effect through the conclusion of the 2018-2019 academic year.

- D. Travel Requests** 158-159
Requests have been received from Copper Canyon High School, La Joya Community High School, Sierra Linda High School, Tolleson Union High School, University High School, and Westview High School.
- E. Resolution of Breach of Contract – Kristy Kosterman** 160-162
Ms. Kosterman signed a certified employment contract for the 2015-2016 school year. Ms. Kosterman’s name was listed on the January 26, 2016 Governing Board meeting agenda, under the Human Resources, Personnel listing as “Resignation/Release From Contract (Pending Payment of Liquidated Damages)” heading. Ms. Kosterman was notified in writing on January 27, 2016 that she did not meet the requirements in which liquidated damages could be waived and had thirty days from the date of the letter in which to make payment or her name would be taken to the Governing Board following the expiration of the thirty day period for breach of contract and subsequent reporting to the Arizona Department of Education. Ms. Kosterman did not pay the liquidated damages fee within the thirty day period and has not been released from her 2015-2016 teaching contract.
- F. Resolution of Breach of Contract – Angelica White** 163-165
Ms. White signed a certified employment contract for the 2015-2016 school year. Ms. White’s name was listed on the January 26, 2016 Governing Board meeting agenda, under the Human Resources, Personnel listing as “Resignation/Release From Contract (Pending Payment of Liquidated Damages)” heading. Ms. White was notified in writing on January 27, 2016 that she did not meet the requirements in which liquidated damages could be waived and had thirty days from the date of the letter in which to make payment or her name would be taken to the Governing Board following the expiration of the thirty day period for breach of contract and subsequent reporting to the Arizona Department of Education. Ms. White did not pay the liquidated damages fee within the thirty day period and has not been released from her 2015-2016 teaching contract.
- G. Minutes – March 8, 2016 Regular Meeting and Executive Session** 166-192
All Governing Board members were present.
- H. Second Reading – Policy BEDB; Agenda** 193-195
The first reading of the proposed changes to the policy was approved on March 8, 2016.

INFORMATION/DISCUSSION ITEMS

- 1. Arizona School Boards Association’s Equity Event 2016 Report** 196
Governing Board President Steven Chapman and Member Corina Madruga attended the Arizona School Boards Association’s Equity Event 2016 on March 10-11, 2016 in Phoenix. Mr. Chapman and Ms. Madruga will provide a report on the conference and its potential impact to the District.

2. **Meet and Confer Committee Report; Recommendations for 2016-2017** 197-198
The Meet and Confer Committee will present information to the Governing Board relative to the Meet and Confer process, will discuss their salary and benefits recommendations for 2016-2017, and provide a recommendation on how future monies possibly received by the District could be allocated to staff.

ACTION/DISCUSSION ITEMS

1. **Employee Salary Increase and Salary Schedules – 2016-2017** 199-209
Pursuant to the 2016-2017 recommendation from the Meet and Confer Committee, Administration seeks Governing Board approval of (1) a 1.5 % salary increase for all staff and (2) the following salary schedules, which includes a .5% increase to all base amounts:
- Administrative/Professional Services Initial Placement Salary Schedule
 - Principal Initial Placement Salary Schedule
 - Assistant Principal Initial Placement Salary Schedule
 - Academic Dean Initial Placement Salary Schedule
 - Certified Initial Placement Salary Schedule
 - School Psychologist Initial Placement Salary Schedule
 - Support Staff Salary Schedule
 - Support Staff – Information Technology Salary Schedule
 - Support Staff – Licensed Practical Nurse (LPN) Salary Schedule
 - Extracurricular Salary and Club, Class, Extra Duty, Other, and Travel Schedules

Recommendation: It is recommended that the Governing Board approve a 1.5% salary increase for all staff and a .5% increase to all base amounts on the initial placement salary schedules for 2016-2017.

Motion made by _____; seconded by _____

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

2. **2016-2017 Insurance Rates, Plan Benefits, District Contribution Amounts, and Employee Costs** 210-218
Administration seeks Governing Board approval of the 2016-2017 insurance rates, plan benefits, District contribution amounts, and employee costs.

Recommendation: It is recommended that the Governing Board approve (1) rates and utilization of contracts awarded through Valley School Employee Benefits Trust for the purchase of major medical, dental, vision, life, accidental death and dismemberment, voluntary short term disability insurance, Flexible Spending Account, and COBRA administration services; (2) District contribution amounts; and (3) employee cost for the 2016-2017 insurance plan.

Motion made by _____; seconded by _____

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

3. First Reading – Multiple Policies (BEC, BEDA, BEHD, FCB, GBI, GCCA, GCCH, GCQF, GDQA, IKE, IKF, JFAB, JFABC, JK, and JLIA) 219-259

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

Recommendation: It is recommended that the Governing Board approve the first reading of Policies BEC (Executive Sessions/Open Meetings), BEDA (Notification of Board Meetings), BEDH (Public Participation at Board Meetings), FCB (Retirement of Facilities), GBI (Staff Participation in Political Activities), GCCA (Professional/Support Staff Discretionary and Accrued Sick Leave), GCCH (Professional/Support Staff Bereavement Leave), GCQF (Discipline, Suspension and Dismissal of Professional Staff Member), GDQA (Support Staff Reduction in Force), IKE (Promotion and Retention of Students), IKF (Graduation Requirements), JFAB (Tuition/Admission of Nonresident Students), JFABC (Admission of Transfer Students [Academic Credit Transfer]), JK (Student Discipline), and JLIA (Supervision of Students).

Motion made by _____; seconded by _____

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

4. Notice of Governing Board’s Intent to Dismiss, Statement of Charges, and Placement on Administrative Leave of Absence – Amy Rodas 260

Administration seeks Governing Board authorization to issue to Amy Rodas a Notice of the Governing Board’s Intent to Dismiss, Statement of Charges, and Placement on Administrative Leave of Absence with Pay.

Recommendation: At the Governing Board’s discretion.

Motion made by _____; seconded by _____

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

AGENDA ITEMS FOR FUTURE MEETING(S)

- April 26
- May 10
- May 24

ADJOURNMENT

Motion made by _____; seconded by _____

The meeting was adjourned at _____.

SUMMARY OF AGENDA ITEM

MEETING DATE: April 12, 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.

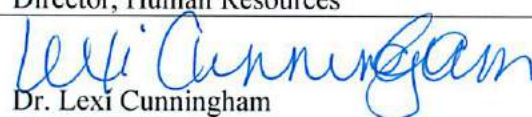
BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

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

Submitted by: Michael Stewart
Director, Human Resources Date: April 1, 2016

Reviewed by: 
Dr. Lexi Cunningham Date: April 1, 2016
Superintendent

TUHSD HUMAN RESOURCES

To: Karyn Eubanks, Executive Assistant to the Superintendent and Governing Board
From: Michael Stewart, Human Resources Director
Date: March 31, 2016
Re: Personnel Items, Governing Board Meeting, **04/12/2016**

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

PROFESSIONAL SERVICES STAFF

Employment of Personnel

Martinez, Gabriel	CCHS	Plant Manager
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CERTIFIED STAFF

Employment of Personnel

Riley, Jewel	DO	Prevention/Intervention Specialist
Grant, Elisha	TUHS	Credit Recovery
Kemp, Kristine	TUHS	Physical Education

Employment of Personnel for the 2016-2017 School Year

Green, Jessica	CCHS	Science – Integrated
McBride, Melynda	CCHS	English
Parks, Loyd	CCHS	Mathematics
Stuebaker, Zana	CCHS	Special Services – Life Skills
Pena, Katherine	LJCHS	Special Services – Co-Teacher
Solares, Jacob	LJCHS	Science – Chemistry
Vargas Gutierrez, Magdaly	SLHS	Special Services – Co-Teacher
Aasen, Jolene	TUHS	Special Services – Life Skills
Joshi, Ruchi	TUHS	Mathematics
Logan, Lakenya	TUHS	Special Services – Co-Teacher
Martinez, Samantha	TUHS	English
Nelson, Cory	TUHS	Social Studies – History
Cady, David	UHS	Social Studies – History
Carter, Gabriel	WHS	Guidance Advisor
Chang, Cecily	WHS	Guidance Advisor

Re-employment of Certified Staff for the 2016/2017 School Year

Thomas, Larry	CCHS	CTE
Fayson, Shirleeah	TUHS	CTE

Spring Coaches

Ross, Larry	WHS	Assistant Baseball Coach
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Resignations at End of 2015-2016 School Year

Lamothe, Brian	CCHS	Guidance Advisor
Macias, Catarina	CCHS	Science – Integrated
Stagliano, Joseph	CCHS	Special Services – Co-Teacher
Unsworth, Matthew	CCHS	Social Studies – History

Beachy, Nathan	LJCHS	English
Buchignani, Cassandra	LJCHS	English
Hauss, Christopher	LJCHS	Science – Biology
Meza, Carlos	LJCHS	Social Studies – History

Bihn, William	SLHS	Mathematics
Deibert, Alysha	SLHS	Science – Biology
Figueroa, Breezy	SLHS	Special Services
Maguire, Shelby	SLHS	Science – Biology

Arpaia, Mary	TUHS	Foreign Language – Spanish
Garry, Dennis	TUHS	CTE & Science – Chemistry
Langan, Sean	TUHS	Mathematics
Minton, Tyler	TUHS	Science – Chemistry/Physics

Keith, Huntington	WHS	Science – Earth
Mangan, Patrick	WHS	Social Studies – History

Resignation (Liquidated Damages Do Not Apply)

Jenkins, Nicholas	LA	Instructor
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Howard, Lonnie	LJCHS	Special Services – Life Skills
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Retirements at End of 2015-2016 School Year

Mader, Dennis	CEA	English
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Shelkin-Hill, Judith	SLHS	CTE – Business & Marketing
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CLASSIFIED**Employment of Personnel**

Soto, Daniela	CCHS	Cafeteria Cashier
Sechrist, Garet	DO	Substitute Bus Driver
Rodriguez, Jose	LJCHS	Instructional Assistant II – SPED
Valencia, Jacqueline	LJCHS	Instructional Assistant II – SPED
Arias Ortez, Maribel	SLHS	Cafeteria Cashier
Dominguez, Graciela	TUHS	Cafeteria Cashier
Ghoston, Kalyn	WHS	Instructional Assistant I – SPED
Peralta, Mayra	WHS	Cafeteria Cashier

Spring Coaches

Tejeda, Angelica

LJCHS

Assistant Softball Coach

Moreno, Ruben

WHS

Assistant Baseball Coach

Resignations

Helm, Richard

DO

Buyer

Hoover, Arleen

DO

Bus Driver

Umstadd, John

DO

Bus Driver

Mendoza, Nelida

LJCHS

Cafeteria Cook

VOLUNTEERS

Barrios, Conniecarmen

CCHS

Chaperone

Suniga, Albert

LJCHS

Assistant Baseball Coach

Kallmes, Christopher

WHS

Chaperone

SUMMARY OF AGENDA ITEM

MEETING DATE: April 12, 2016

AGENDA SUBJECT: Contract and Notice of Employment Language – 2016-2017

PURPOSE:

A. Contracts, Notices, Agreements

Administration seeks Governing Board approval of contract/notice of employment language for the 2016-2017 school year for:

- Certified Administrator or Professional Services Employment Contract
- Returning Retiree Certified Administrator or Professional Services Employment Contract
- Professional Staff Non-Certificated Employment Contract
- Returning Retiree Professional Staff Non-Certificated Employment Contract
- Teacher's Employment Contract
- Returning Retiree Teacher Employment Contract
- Certified Term Contract and Notice of Nonrenewal
- Guidance Advisor's Employment Contract
- Guidance Advisor Department Chair's Employment Contract
- Librarian's Employment Contract
- School Psychologist's Employment Contract
- Social Worker's Employment Contract
- Nurse's Employment Contract
- Marine Junior Reserve Officer Training Corps Instructor's Employment Contract
- Notice of Employment (At-Will Employment)
- Returning Retiree Notice of Employment (At-Will Employment)

B. Electronic Signature

Administration seeks Governing Board approval to affix an electronic signature stamp of the Governing Board President and Vice President's signature on all employment contracts.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

The Governing Board has sole responsibility for personnel actions, including contract language revisions. Employee contracts for the 2016-2017 school year were reviewed and revised by District Legal Counsel at Udall Shumway.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

The contract language is in the best interest of the District and those whom it serves.

BUDGET IMPACT AND COSTS:
N/A

RECOMMENDATION:

It is recommended that the Governing Board approve (1) the 2016-2017 employment contract/notice of wage language, and (2) affixing an electronic signature stamp of the Governing Board President and Vice President's signature on all employment contracts.

Submitted by: Michael Stewart
Human Resources Director Date: March 31, 2016

Reviewed by: 
Dr. Lexi Cunningham
Superintendent Date: March 31, 2016

**Tolleson Union High School District No. 214
CERTIFIED ADMINISTRATOR OR PROFESSIONAL
SERVICES EMPLOYMENT CONTRACT
2016-2017**

1. District agrees to employ Employee as or in another capacity determined by the Superintendent pursuant to Policy GCK during fiscal year 2016-2017. The contract year for Employee shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the number of days covered by this Contract shall be extended so as to maintain open schools for the number of days required by the Contract without additional compensation to Employee. Employee further recognizes and agrees that there may be times when the Employee's presence is required outside the normal work day and agrees that Employee shall be present without additional compensation beyond Employee's salary.

2. Employee's employment is conditioned upon the possession at all times of a valid Arizona certificate and/or other degree(s), license(s), or endorsement(s) as may be required by the Superintendent, by the job description, and/or as required as part of the job application for the position being offered upon satisfactory completion of any and all background checks and upon receipt of and maintenance of any fingerprint clearances or fingerprint cards that may be required. Employee agrees to use his or her best efforts to faithfully perform all duties assigned by District officials and the Governing Board. Employee's employment may be terminated if these conditions are not satisfied. Should Employee be employed as a principal, Employee must specifically possess a valid Arizona principal certificate, SEI endorsement, and a valid fingerprint clearance card for the entire term of this Contract.

3. Employee understands and agrees that if Employee is required to maintain a fingerprint card or fingerprint clearance, and/or if Employee is required to maintain certain certificates, degrees, licenses, or endorsements for the position being offered, Employee is not entitled to compensation for any period during which such fingerprint clearance, certificates, degrees, licenses, and/or endorsements and/or approved area(s) is/are not maintained and in effect and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Employee for work performed during such period. District may deduct funds mistakenly paid to Employee during such period from any other monies owed to Employee by District.

4. Should Employee's fingerprint clearance lapse during the term of the Contract or should the fingerprint clearance card be revoked for an appealable and non-violent offense, the District, in its sole discretion, may continue to employ Employee at the daily substitute teacher rate while Employee is awaiting fingerprint clearance. Employee shall be accompanied by a person having valid fingerprint clearance at all times when Employee is in the presence of students. In no event shall any part of the difference between the salary stated in the Contract and the daily substitute teacher rate be returned to Employee for the period in which Employee failed to have the appropriate fingerprint clearance once the fingerprint clearance has again been obtained.

5. District agrees to pay Employee a Base Salary based upon a Full Time Equivalence (FTE) as approved and appropriated by the Governing Board. Employee understands and agrees that at the end of the 2015-2016 school year and the beginning of the 2016-2017 school year, Employee may need to be issued two separate paychecks to reflect that portion of work performed at the end of one contract year and that portion of work actually performed at the beginning of the new contract year, but that the balance of the salary listed above shall be divided into equal paychecks for the remainder of the fiscal year up until the last pay period should that pay period overlap into the 2017-2016 school year.

6. Employee acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified in paragraph 5 above may be reduced by an amount not to exceed the equivalent of five (5) days' pay, based on a 1.0 FTE, if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2016-2017 fiscal year is less or becomes less than that authorized at the beginning of the 2015-2016 fiscal year; (2) the District fails to receive during the 2016-2017 fiscal year funds in the amount initially budgeted for such year; or (3) the District does not receive funds that, as of April 15, 2016, the District anticipates receiving for use in the 2016-2017 fiscal year from the Arizona legislature or from any federal fund. The Employee shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. Should such reduced funding occur, the Governing Board may eliminate Employee's position at the end of the contract year pursuant to the District's reduction in force policy and Arizona law in effect at the time of reduction in force.

7. If the Base Support Level funding that is made available to the District by the Legislature's budget for 2016-2017 is more than was assumed in the revenue projection in the preliminary budget or if the District receives additional funds that may be apportioned towards salaries and employee related expenses from whatever source and the Governing Board, in its sole discretion, agrees to allocate such funds towards salaries and employee related expenses, the Governing Board may do so in the following manner. The Governing Board may, in its sole discretion, increase Employee's salary by an amount not to exceed five percent (5%) of the Base Salary or may make a one time allocation of funds to Employee in an amount not to exceed five percent (5%) of the Base Salary to supplement Employee's Base Salary during the fiscal year. The one time payment may be paid to Employee in a single payment or in multiple payments at such times as may serve the best financial needs of the District.

8. Should Employee believe there is a mistake in Employee's salary, the Employee shall have thirty (30) days from initiating performance of duties under the Contract to notify the District of the mistake. If Employee does not notify the District within these thirty (30) days, Employee waives the right to additional amounts under the current Contract. If the Employee has received more money than the Employee is entitled for work performed, or if the Employee inadvertently receives a benefit at no cost for which the Employee would ordinarily be required to pay, the Employee shall, at the District's option (a) immediately repay any amount erroneously paid to the Employee or immediately pay the District for the value of the benefit received or (b) allow the District to reduce future payments to the Employee in an amount not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay period in order to make up for any amount erroneously paid or to repay the value of the benefit received. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

9. Employee warrants the truth of all representations and statements made by Employee to District in connection with this Contract as well as those contained in Employee's employment application and any other document submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction records. Employee recognizes that it is a requirement of employment to report to the administration any circumstances or events that would affect the continuing accuracy or validity of those representations. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

10. If Employee is arrested for or charged with any nonappealable offense listed in A.R.S. §41-1758.03(B), Employee shall immediately report the arrest or charge to Employee's supervisor. Failure to do so shall result in immediate dismissal following an informal due process hearing.

11. Employee agrees to abide by and be subject to the District's policies, regulations, and rules as are in effect or may be amended during the term of this Contract.

12. Employee recognizes that Employee has no right to continued employment beyond the term of this Contract and, further, has no right to a hearing prior to nonrenewal of this Contract for the 2016-2017 school year. If Employee is hired as a principal, this Contract shall be renewed unless Employee is provided with written notice on or before April 15, 2017 that the Contract shall not be renewed. If Employee was a continuing teacher in the District prior to being hired as an administrator, and if Employee is nonrenewed as an administrator for the 2017-2018 school year, Employee shall have the option of returning to the classroom at the rate of pay for a teacher with the same or similar education and experience.

13. If Employee resigns without advanced Governing Board approval, the resignation will be deemed to be an unprofessional act that may subject Employee to disciplinary action by the State Board of Education and/or other state licensing boards. In addition, it may subject Employee to a civil suit under breach of contract and/or notification of abandonment of position to future employers upon request for information.

14. Employee recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Employee does not fulfill the obligations under this Contract. Employee and District agree that these expenses, added to the emotional expense to the students who will not have the stability of a single Employee are difficult to determine and, therefore, that it is appropriate to assess an amount certain as liquidated damages. Employee and District agree for the purposes of this paragraph, "resigning" and "resignation" shall include Employee retiring during the school year unless the retired Employee remains at the District under a "return to work plan" which serves to retain Employee in the District for the balance of the school year. Employee and District agree that the liquidated damages which may be assessed against Employee for resigning, with Governing Board approval, during the term of this Contract shall be in the amount of One Thousand Dollars (\$1,000).

15. To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings, as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

16. As additional consideration for Employee's services, the District will allow the Employee reasonable use of a designated District computer when the Employee is not on duty and the computer is not reserved for other District use, provided that the Employee agrees in writing to follow District policies governing internet access and computer use and this use does not result in any additional cost to the District. Failure to follow District policies regarding internet access and computer use may result in discipline up to and including termination.

17. This Contract is subject to cancellation pursuant to A.R.S. §38-511.

18. Employee shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, veteran's status, political affiliation, sexual orientation, or genetic code.

19. The entire agreement between the parties shall consist of this Contract and such fringe benefits as the Governing Board approves for this fiscal year. This Contract shall further consist of and be subject to state and federal laws dealing with education, as well as to any additions, revisions, or other changes in such laws which may go into effect during the term of this Contract, just as if the new, revised, or deleted statutes were in place at the time of the signing of this Contract. Any other subsequent amendments or addendum to this Contract must be in writing and signed by both parties

20. In the event that any covenant, term, condition, or provision of this Contract is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions, and provisions hereof shall remain in full force and effect to the extent permitted by law.

21. If Employee is a principal, principal shall be evaluated pursuant to A.R.S §15-503 through use of an evaluation system and instrument adopted and approved for use pursuant to A.R.S. §15-203(A)(38) in effect at the time of evaluation, even though it may differ from the evaluation system that is in place at the time the Contract is signed. Principal specifically agrees that the system and instrument adopted by the District and in effect as of the date of principal's first formal observation shall be the system and instrument used to evaluate principal for the remainder of the school year except, and to the extent, that any other modification of the evaluation system or instrument is required by law during the course of the year.

22. If, during the term of this Contract, Employee retires with the Arizona State Retirement System and returns to work, Employee must do so via a third party contractor and will be entitled to no employment protections under this Contract or Title 15 of the Arizona Revised Statutes.

23. By signing this Contract, Employee acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract. The execution of this Contract was

authorized at a legally convened meeting of the Governing Board. This Contract cancels and supersedes all prior employment contracts between the parties. Employee, other than principal, must sign this Contract and return it to the District Human Resource's Office within fifteen (15) business days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. Employee who is a principal must sign this Contract and return it to the District Human Resource's Office within thirty (30) days of receipt of this Contract. "Sign," for purposes of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the Contract, does not add any additional terms to the Contract, and is delivered to the Governing Board within the time period indicated above from the date the Contract is received. The date the Contract is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the Employee's school provided mailbox, including electronic mail, or (3) two days after being placed in a United States postal service mailbox, addressed to the last known address provided by Employee to the District. Note: If a contract has not been transmitted to Employee by the end of the current school year, the transmittal of an electronic contract to the Employee prior to the start of the next school year shall be submitted to both the Employee's school district e-mail and the Employee's personal e-mail in order to notify Employee of the offer of contract. Employee shall be responsible for submitting his or her personal e-mail to Human Resources personnel at the District for this purpose. Employee's failure to submit a personal e-mail to Human Resources shall relieve the District of the duty to transmit the contract to any electronic mail address other than the school provided e-mail address.

By signing this Contract, Employee acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

Employee's Signature

Date

Contract Issue Date

Governing Board President

Governing Board Vice President

**Tolleson Union High School District No. 214
RETURNING RETIREE CERTIFIED ADMINISTRATOR OR PROFESSIONAL
SERVICES EMPLOYMENT CONTRACT
2016-2017**

1. Pursuant to A.R.S. §38-766.01, a Certificated Administrator is not entitled to the rights of certificated administrators and teachers under A.R.S. §§15-431(A)(22), 15-536, 15-538, 15-538.01, and 15-539 through 15-543. In the event the District terminates Retired Member, with or without cause, the Retired Member is not entitled to a hearing and this Contract is not subject to the relevant portions of Title 15 of the Arizona Revised Statutes regarding termination of a certificated employee's employment with the District.

Retired Member specifically acknowledges and affirms the following written provisions:

- a. **Retired Member has attained normal retirement age.**
- b. **Retired Member terminated employment at least three hundred sixty-five (365) days prior to the date of this Contract.**
- c. **Retired Member is not entitled to the rights of certificated teachers or administrators under A.R.S. §§15-536, 15-538, 15-538.01, and 15-539 through 15-543.**
- d. **The District shall not pay contributions on behalf of the retired member pursuant to A.R.S. §§38-736, 38-737, or 38-797.05, other than as may be required by A.R.S. §38-766.02.**
- e. **Retired Member shall not accrue credited service, retirement benefits, or long-term disability program benefits pursuant to the Arizona State Retirement System, as provided for in A.R.S. §15-1628(B)(4), regarding additional balance accounts, retirement benefits, or long-term disability program benefits pursuant to Article 2.1 of Title 38 for the period in which the Retired Member returns to work under this Contract.**
- f. **The term in which the Retired Member returns to work is not eligible for purchase under A.R.S. §§38-743 or 38-744.**
- g. **Retired Member's election to return to work under this section is nonrevocable for the remainder of the employment term for which the Retired Member made the election.**

By signing this Contract, Retired Member specifically acknowledges these provisions in writing as required by A.R.S. §38-766.01(C).

2. District agrees to employ Employee as or in another capacity determined by the Superintendent pursuant to Policy GCK during fiscal year 2016-2017. The contract year for Employee shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee, delays the opening or requires the closing of the schools, the number of days covered by this Contract shall be extended so as to maintain open schools for the number of days required by the Contract without additional compensation to Employee. Employee further

recognizes and agrees that there may be times when the Employee's presence is required outside the normal work day and agrees that Employee shall be present without additional compensation beyond Employee's salary.

3. Employee's employment is conditioned upon the possession at all times of a valid Arizona certificate and/or other degree(s), license(s), or endorsement(s) as may be required by the Superintendent, by the job description, and/or as required as part of the job application for the position being offered upon satisfactory completion of any and all background checks and upon receipt of and maintenance of any fingerprint clearances or fingerprint cards that may be required. Employee agrees to use his or her best efforts to faithfully perform all duties assigned by District officials and the Governing Board. Employee's employment may be terminated if these conditions are not satisfied. Should Employee be employed as a principal, Employee must specifically possess a valid Arizona principal certificate, SEI endorsement, and a valid fingerprint clearance card for the entire term of this Contract.

4. Employee understands and agrees that if Employee is required to maintain a fingerprint card or fingerprint clearance, and/or if Employee is required to maintain certain certificates, degrees, licenses, or endorsements for the position being offered, Employee is not entitled to compensation for any period during which such fingerprint clearance, certificates, degrees, licenses, and/or endorsements and/or approved area(s) is/are not maintained and in effect and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Employee for work performed during such period. District may deduct funds mistakenly paid to Employee during such period from any other monies owed to Employee by District.

5. Should Employee's fingerprint clearance lapse during the term of the Contract or should the fingerprint clearance card be revoked for an appealable and non-violent offense, the District, in its sole discretion, may continue to employ Employee at the daily substitute teacher rate while Employee is awaiting fingerprint clearance. Employee shall be accompanied by a person having valid fingerprint clearance at all times when Employee is in the presence of students. In no event shall any part of the difference between the salary stated in the Contract and the daily substitute teacher rate be returned to Employee for the period in which Employee failed to have the appropriate fingerprint clearance once the fingerprint clearance has again been obtained.

6. District agrees to pay Employee a Base Salary of [AMOUNT] based upon a Full Time Equivalence (FTE) as approved and appropriated by the Governing Board. Employee understands and agrees that at the end of the 2015-2016 school year and the beginning of the 2016-2017 school year, Employee may need to be issued two separate paychecks to reflect that portion of work performed at the end of one contract year and that portion of work actually performed at the beginning of the new contract year, but that the balance of the salary listed above shall be divided into equal paychecks for the remainder of the fiscal year up until the last pay period should that pay period overlap into the 2017-2018 school year.

7. Employee acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified in paragraph 6 above may be reduced by an amount not to exceed the equivalent of five (5) days' pay, based on a 1.0 FTE, if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2016-2017 fiscal year is less or becomes less than that authorized at the beginning of the 2015-

2016 fiscal year; (2) the District fails to receive during the 2016-2017 fiscal year funds in the amount initially budgeted for such year; or (3) the District does not receive funds that, as of April 15, 2016, the District anticipates receiving for use in the 2016-2017 fiscal year from the Arizona legislature or from any federal fund. The Employee shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. Should such reduced funding occur, the Governing Board may eliminate Employee's position at the end of the contract year pursuant to the District's reduction in force policy and Arizona law in effect at the time of reduction in force.

8. If the Base Support Level funding that is made available to the District by the Legislature's budget for 2016-2017 is more than was assumed in the revenue projection in the preliminary budget or if the District receives additional funds that may be apportioned towards salaries and employee related expenses from whatever source and the Governing Board, in its sole discretion, agrees to allocate such funds towards salaries and employee related expenses, the Governing Board may do so in the following manner. The Governing Board may, in its sole discretion, increase Employee's salary by an amount not to exceed five percent (5%) of the Base Salary or may make a one time allocation of funds to Employee in an amount not to exceed five percent (5%) of the Base Salary to supplement Employee's Base Salary during the fiscal year. The one time payment may be paid to Employee in a single payment or in multiple payments at such times as may serve the best financial needs of the District.

9. Should Employee believe there is a mistake in Employee's salary, the Employee shall have thirty (30) days from initiating performance of duties under the Contract to notify the District of the mistake. If Employee does not notify the District within these thirty (30) days, Employee waives the right to additional amounts under the current Contract. If the Employee has received more money than the Employee is entitled for work performed, or if the Employee inadvertently receives a benefit at no cost for which the Employee would ordinarily be required to pay, the Employee shall, at the District's option (a) immediately repay any amount erroneously paid to the Employee or immediately pay the District for the value of the benefit received or (b) allow the District to reduce future payments to the Employee in an amount not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay period in order to make up for any amount erroneously paid or to repay the value of the benefit received. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

10. Employee warrants the truth of all representations and statements made by Employee to District in connection with this Contract as well as those contained in Employee's employment application and any other document submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction records. Employee recognizes that it is a requirement of employment to report to the administration any circumstances or events that would affect the continuing accuracy or validity of those representations. Determination by the Governing Board, or its authorized representative, that any such representation is not true or is inaccurate may, at District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

11. If Employee is arrested for or charged with any nonappealable offense listed in A.R.S. §41-1758.03(B), Employee shall immediately report the arrest or charge to Employee's

supervisor. Failure to do so shall result in immediate dismissal following an informal due process hearing.

12. Employee agrees to abide by and be subject to the District's policies, regulations, and rules as are in effect or may be amended during the term of this Contract.

13. Employee recognizes that Employee has no right to continued employment beyond the term of this Contract and, further, has no right to a hearing prior to nonrenewal of this Contract for the 2016-2017 school year.

14. If Employee resigns without advanced Governing Board approval, the resignation will be deemed to be an unprofessional act that may subject Employee to disciplinary action by the State Board of Education and/or other state licensing boards. In addition, it may subject Employee to a civil suit under breach of contract and/or notification of abandonment of position to future employers upon request for information.

15. Employee recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Employee does not fulfill the obligations under this Contract. Employee and District agree that these expenses, added to the emotional expense to the students who will not have the stability of a single Employee are difficult to determine and, therefore, that it is appropriate to assess an amount certain as liquidated damages. Employee and District agree that the liquidated damages which may be assessed against Employee for resigning, with Governing Board approval, during the term of this Contract shall be in the amount of One Thousand Dollars (\$1,000).

16. To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings, as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

17. As additional consideration for Employee's services, the District will allow the Employee reasonable use of a designated District computer when the Employee is not on duty and the computer is not reserved for other District use, provided that the Employee agrees in writing to follow District policies governing internet access and computer use and this use does not result in any additional cost to the District. Failure to follow District policies regarding internet access and computer use may result in discipline up to and including termination.

18. This Contract is subject to cancellation pursuant to A.R.S. §38-511.

19. Employee shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, veteran's status, political affiliation, sexual orientation, or genetic code.

20. The entire agreement between the parties shall consist of this Contract and such fringe benefits as the Governing Board approves for this fiscal year. This Contract shall further consist of and be subject to state and federal laws dealing with education, as well as to any additions, revisions, or other changes in such laws which may go into effect during the term of this Contract, just as if the new, revised, or deleted statutes were in place at the time of the signing of

this Contract. Any other subsequent amendments or addendum to this Contract must be in writing and signed by both parties

21. In the event that any covenant, term, condition, or provision of this Contract is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions, and provisions hereof shall remain in full force and effect to the extent permitted by law.

22. If Employee is a principal, Principal shall be evaluated pursuant to A.R.S §15-503 through use of an evaluation system and instrument adopted and approved for use pursuant to A.R.S. §15-203(A)(38) in effect at the time of evaluation, even though it may differ from the evaluation system that is in place at the time the Contract is signed. Principal specifically agrees that the system and instrument adopted by the District and in effect as of the date of Principal's first formal observation shall be the system and instrument used to evaluate principal for the remainder of the school year except, and to the extent, that any other modification of the evaluation system or instrument is required by law during the course of the year.

23. Pursuant to A.R.S. § 38-766.02, Employee, being employed in a position that would ordinarily be held by an employee who would be under the Arizona Retirement System, is subject to a contribution rate of nine and forty-seven one-hundredths percent (9.47%) which, under the terms of this contract, shall be paid to the Arizona State Retirement System from an equivalent reduction to Employee's salary.

24. By signing this Contract, Employee acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract. The execution of this Contract was authorized at a legally convened meeting of the Governing Board. This Contract cancels and supersedes all prior employment contracts between the parties. Employee, other than Principal, must sign this Contract and return it to the District Human Resource's Office within fifteen (15) business days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. Employee who is a principal must sign this Contract and return it to the District Human Resource's Office within thirty (30) days of receipt of this Contract. "Sign," for purposes of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the Contract, does not add any additional terms to the Contract, and is delivered to the Governing Board within the time period indicated above from the date the Contract is received. The date the Contract is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the Employee's District provided mailbox, including electronic mail, or (3) two (2) days after being placed in a United States postal service mailbox, addressed to the last known address provided by Employee to the District. Note: If a contract has not been transmitted to Employee by the end of the current school year, the transmittal of an electronic contract to the Employee prior to the start of the next school year shall be submitted to both the Employee's District email and the Employee's personal email in order to notify Employee of the offer of contract. Employee shall be responsible for submitting his or her personal email address to Human Resources personnel at the District Office for this purpose. Employee's failure to submit a personal email address to Human Resources shall relieve the District of the duty to transmit the contract to any electronic mail address other than the District provided email address.

By signing this Contract, Employee acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

Employee's Signature

Date

Contract Issue Date

Governing Board President

Governing Board Vice President

Tolleson Union High School District No. 214
PROFESSIONAL STAFF NON-CERTIFICATED EMPLOYMENT CONTRACT
2016-2017

1. District agrees to employ Employee during fiscal year 2016-2017. The contract year for Employee shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by this Contract shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Employee. Employee will be present and perform any and all assigned duties and understands and agrees that there will be occasions requiring Employee's presence outside of the regular duty hours, which shall not be subject to additional compensation beyond Employee's salary.

2. Employee's employment is conditioned upon the possession at all times of a valid certificate(s), degrees, and/or license(s) as may be required for the position being offered and upon satisfactory completion of any and all background checks and fingerprint clearances that may be required. Employee agrees to use his or her best efforts to faithfully perform all duties assigned by District officials and the Governing Board including, but not limited to, any staff development in Basic Instructional Skills (Effective Elements of Essential Instruction), Classroom Management, Standards Based Assessments, Learning Styles, or other staff development support as determined by the District. Employee's employment may be terminated if these conditions are not satisfied.

3. Employee understands and agrees that Employee is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s), and/or approved area(s) is/are not maintained and in effect; and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Employee for work performed during such period and District may deduct any of that compensation paid to Employee attributable to such period from any other monies owed to Employee by District.

In the sole discretion of the District, while Employee is awaiting fingerprint clearance, certificate(s), and/or endorsements(s) based on a failure to timely renew or during the appeal process for an appealable and non-violent offense, the District may, but is not required to, continue to employ Employee at the substitute teacher rate, as long as Employee is accompanied by a person holding a valid fingerprint card at all times when Employee is in the presence of students. The difference between the salary stated in the Contract and the substitute teacher rate may be used by the District, in part or in whole, to compensate the District for the cost of obtaining the person to accompany the Employee. In no event shall any part of the difference between the salary stated in the Contract and the substitute teacher rate be returned to Employee for the period in which Employee failed to have the appropriate fingerprint clearance once the fingerprint clearance has again been obtained.

4. District agrees to pay Employee a Base Salary of [AMOUNT] based upon a Full Time Equivalence (FTE) as approved and appropriated by the Governing Board. NOTE: This salary reflects the belief by the District that Employee is exempt under the Fair Labor Standards Act. If Employee believes that he/she is NOT EXEMPT, Employee shall bring his/her belief to

the Human Resources department as soon as he/she develops this belief. In the event there is a difference between the salary amount stated here and the amount in the District salary schedule, the salary schedule shall govern, unless such change is brought about by the changes listed in this paragraph and paragraphs 5, 7, and 8. Employee understands and agrees that the first paycheck Employee receives for the year will reflect only the days actually worked as of the date of the first paycheck. Thereafter, the balance of the salary listed above shall be paid in equal pays for the balance of the contract as indicated by the Employee's annualized pay decision.

If, during the term of this Contract, Employee retires with the Arizona State Retirement System and returns to work, Employee must do so via a third party contractor and will be entitled to no employment protections or benefits under this Contract or Title 15 of the Arizona Revised Statutes..

5. Employee and the District agree that as Employee does not hold an Arizona teaching certificate and is not employed as a classroom teacher, the Governing Board, in its sole discretion, may choose to provide the Employee with a payment equal to the amount of performance pay received by certificated teachers so long as Employee meets all other requirements for the receipt of performance pay under the District's performance pay plan and so long as Employee is eligible for a portion of the 40% funding under A.R.S. §15-977(H) (1), (3), and (5).

6. Pursuant to A.R.S. §15-977 and provisions of the Classroom Site Fund, the District may or may not receive funds to support supplements to Employee's Base Salary or which will entitle Employee to performance pay if the Employee qualifies under the District's Performance Pay Plan as indicated in Paragraph 4 above. Employee expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Employee eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment. Reduction in the funds available under A.R.S. §15-977 under the terms of this paragraph may cause a reduction in salary and/or Employee's performance pay even if the eventualities listed in paragraph 7 below do not occur.

7. Employee acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified in paragraph 4 above may be reduced by an amount not to exceed the equivalent of five (5) days' pay, based on a 1.0 FTE if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2016-2017 fiscal year is less or becomes less than that authorized at the beginning of the 2015-2016 fiscal year; (2) the District fails to receive during the 2016-2017 fiscal year funds in the amount initially budgeted for such year; or (3) the District does not receive funds that, as of April 15, 2016, the District anticipates receiving for use in the 2016-2017 fiscal year from the Arizona legislature or from any federal fund. The Employee shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. Should such reduced funding occur, the Governing Board may eliminate Employee's position at the end of the contract year pursuant to the District's reduction in force policy and Arizona law in effect at the time of reduction in force.

8. If the base support level funding that is made available to the District by the Legislature's budget for 2016-2017 is more than was assumed in the revenue projection in the

preliminary budget or if the District receives additional funds that may be apportioned towards salaries and employee related expenses from whatever source, and the Governing Board, in its sole discretion, agrees to allocate such funds towards salaries and employee related expenses, the Governing Board may do so in the following manner. The Board may, in its sole discretion, increase Employee's salary by an amount not to exceed five percent (5%) of the Base Salary or may make a one time allocation of funds to Employee in an amount not to exceed five percent (5%) of the Base Salary to supplement Employee's Base Salary during the fiscal year. The one time payment may be paid to Employee in a single payment or in multiple payments at such times as may serve the best financial needs of the District.

9. Should Employee believe there is a mistake in Employee's salary resulting in Employee receiving less than what Employee would be entitled under the salary schedule, the Employee shall have thirty (30) days from initiating performance of duties under the Contract to notify the District of the mistake. If Employee does not notify the District within these thirty (30) days, Employee waives the right to additional amounts under the current Contract. If the Employee has received more money than the Employee is entitled for work performed, or if the Employee inadvertently receives a benefit at no cost for which the Employee would ordinarily be required to pay, the Employee shall, at the District's option (a) immediately repay any amount erroneously paid to the Employee or immediately pay the District for the value of the benefit received or (b) allow the District to reduce future payments to the Employee in an amount not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay period in order to make up for any amount erroneously paid or to repay the value of the benefit received. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

10. Employee shall be evaluated through use of an evaluation system and instrument adopted and approved for use. Employee specifically agrees that the system and instrument adopted by the District and in effect as of the date of Employee's formal observation shall be the system and instrument used to evaluate Employee for the remainder of the school year, except and to the extent that any other modification of the evaluation system or instrument is required by law during the course of the year.

11. Employee understands and agrees that Employee may be transferred to a different school within the District or may be precluded from transferring to a different school within the District, depending, in part, upon the evaluation of the Employee. Any transfer of an Employee to a different school, a different class, or a different subject area is solely within the discretion of the District in compliance with Policy GCK or GDJ.

12. Employee warrants the truth of all representations and statements made by Employee to District in connection with this Contract as well as those contained in the Employee's employment application and any other document submitted to the District concerning qualifications and representations about arrest and conviction records. Employee recognizes that it is a requirement of employment to report to the administration any circumstances or events that would affect the continuing accuracy or validity of those representations. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

13. Pursuant to A.R.S. §15-550, if Employee is arrested for or charged with any nonappealable offense listed in A.R.S. §41-1758.03(B), Employee shall immediately report the arrest or charge to Employee's supervisor. Failure to do so shall result in immediate dismissal.

14. Employee recognizes that the District will incur expenses of securing a replacement in the event that Employee does not fulfill the obligations under this Contract. Employee and District agree that these expenses are difficult to determine, and therefore, that it is appropriate to assess an amount certain as liquidated damages. Employee and District agree for the purposes of this paragraph, "resigning" and "resignation" shall include Employee retiring during the school year unless the retired employee remains in his/her position under a "return to work plan" which serves to retain Employee for the balance of the school year. Employee and District agree that the liquidated damages which may be assessed against Employee for resigning, with Governing Board approval, during the term of this Contract shall be in the amount of One Thousand Dollars (\$1,000.00). Furthermore, resignation prior to the termination of this Contract shall in and of itself be considered to be a violation of the Classroom Site Fund Performance Plan, and Employee shall be entitled to no portion of any funds. By entering into this Contract, Employee agrees that the District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any money due and owing to Employee, whether from amortized salary, from earned but unpaid performance pay from a prior year, or from any other source but not to exceed the amount which may be deducted under the Federal Wage Garnishment.

15. Employee agrees to perform such duties as may be assigned. Employee agrees to abide by and be subject to the District's policies, regulations, and rules as are in effect or may be amended during the term of this Contract.

16. If Employee resigns without advanced Governing Board approval, the resignation will be deemed to be an unprofessional act which may be reported to future employers inquiring about Employee's term of employment with the District and/or to any licensing agency in addition to a possible civil lawsuit for breach of contract.

17. To the extent appropriate for the occasion, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and professional development activities/trainings as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

18. As additional consideration for Employee's services, the District will allow the Employee reasonable use of a designated District computer when the Employee is not on duty and the computer is not reserved for other District use, provided that the Employee agrees in writing to follow District policies governing internet access and computer use and this use does not result in any additional cost to the District. Failure to follow District policies regarding internet access and computer use may result in discipline up to and including termination.

19. This Contract is subject to cancellation pursuant to A.R.S. §38-511.

20. Employee shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, veteran's status, political affiliation, sexual orientation, or genetic code.

21. The entire agreement between the parties shall consist of this Contract and such fringe benefits as the Governing Board approves for this fiscal year. This Contract shall further consist of and be subject to state and federal laws dealing with education as well as to any additions, revisions, or other changes in such laws which may go into effect during the term of this Contract, just as if the new, revised, or deleted statutes were in place at the time of the signing of this Contract. Any other subsequent amendments or addendum to this Contract must be in writing and signed by both parties.

22. In the event that any covenant, term, condition, or provision of this Contract is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions, and provisions hereof shall remain in full force and effect to the extent permitted by law.

23. FOR ALL INITIAL HIRES,¹ on or before the first day of work specified in Paragraph 1, as an initial hire:

- A. If Employee does not presently possess required certificate(s), degree(s), and/or license(s), Employee shall have filed no later than the return of this Contract an application for certification with any applicable licensing department and shall provide proof of such filing to the District.
- B. District shall have received a positive response from the background investigations/reference checks.
- C. Employee shall provide District with documentation demonstrating lawful work authorization status.
- D. Employee shall provide the District proof of immunization for Rubella or Rubeola unless Employee is subject to one of the exceptions in District policy GBGC and GBGCA.
- E. Initial Hire Employees may be given less than fifteen (15) business days in which to return this contract. Initial Hire must return this contract within five (5) business days.

24. As an Employee (other than an initial hire) who has received this Contract prior to the end of the present Contract year, Employee acknowledges that Employee has reasonable assurance of employment with the District for the 2016-2017 school year. Employee, therefore, acknowledges that Employee is not qualified to receive unemployment insurance over the summer months unless Employee has received a reduction in force notice, notice of intent to nonrenew, or been otherwise terminated. Employee specifically agrees, and by Employee's signature below, acknowledges that should Employee apply for and receives unemployment insurance in direct contravention of this paragraph, District may deduct the amount of any unemployment insurance it is required to pay from Employee's salary.

¹ Initial Hire – An Employee who is employed by the District as a new hire entering into a first contract with the District.

25. Should the Governing Board provide Employee with written notice of intent to not renew Employee's contract for the 2017-2018 school year, Employee affirms that Employee has no property interest in being offered a new Term Contract. Employee further understands and agrees that beyond the written notice of the Governing Board's intention to not renew the contract, Employee is not entitled to any additional form of notice or hearing at the end of the Term.

26. Employee must sign this Contract and return it to the District Human Resource's office within fifteen (15) business days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. "Sign," for purposes of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the Contract, does not add any additional terms to the Contract, and is delivered to the Governing Board within the fifteen (15) business days from the date the Contract is received. The date the Contract is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the Employee's school provided mailbox, including electronic mail, or (3) two days after being placed in a United States postal service mailbox, addressed to the last known address provided by Employee to the District. Note: If a contract has not been transmitted to Employee by the end of the current school year, the transmittal of an electronic contract to the Employee prior to the start of the next school year shall be submitted to both the Employee's school district e-mail and the Employee's personal e-mail in order to notify Employee of the offer of contract. Employee shall be responsible for submitting his or her personal e-mail to Human Resources personnel at the District for this purpose. Employee's failure to submit a personal e-mail to Human Resources shall relieve the District of the duty to transmit the contract to any electronic mail address other than the school provided e-mail address.

By signing this Contract, Employee acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

Employee's Signature Date Contract Issue Date

Governing Board President Governing Board Vice President

Tolleson Union High School District No. 214
RETURNING RETIREE PROFESSIONAL STAFF NON-CERTIFICATED
EMPLOYMENT CONTRACT
2016-2017

1. Employee is a returned retiree pursuant to A.R.S. §38-766.01. As such, Employee understands he/she is not entitled to the same rights as other term employees of the District. In the event the District terminates Retired Member, with or without cause, the Retired Member is not entitled to a hearing and this Contract is not subject to the relevant portions of District policies regarding term employees.

Retired Member specifically acknowledges and affirms the following written provisions:

- a. **Retired Member has attained normal retirement age.**
- b. **Retired Member terminated employment at least three hundred sixty-five (365) days prior to the date of this Contract.**
- c. **Retired Member is not entitled to the rights of certificated teachers or administrators under A.R.S. §§15-536, 15-538, 15-538.01, and 15-539 through 15-543.**
- d. **The District shall not pay contributions on behalf of the retired member pursuant to A.R.S. §§38-736, 38-737, or 38-797.05, other than as may be required by A.R.S. §38-766.02.**
- e. **Retired Member shall not accrue credited service, retirement benefits, or long-term disability program benefits pursuant to the Arizona State Retirement System, as provided for in A.R.S. §15-1628(B)(4), regarding additional balance accounts, retirement benefits, or long-term disability program benefits pursuant to Article 2.1 of Title 38 for the period in which the Retired Member returns to work under this Contract.**
- f. **The term in which the Retired Member returns to work is not eligible for purchase under A.R.S. §§ 38-743 or 38-744.**
- g. **Retired Member's election to return to work under this section is nonrevocable for the remainder of the employment term for which the Retired Member made the election.**

By signing this Contract, Retired Member specifically acknowledges these provisions in writing as required by A.R.S. §38-766.01(C).

2. District agrees to employ Employee during fiscal year 2016-2017. The contract year for Employee shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by this Contract shall be extended so as to maintain open schools for the number of days required by state law without additional compensation to Employee. Employee will be present and perform any and all assigned duties and understands and

agrees that there will be occasions requiring Employee's presence outside of the regular duty hours, which shall not be subject to additional compensation beyond Employee's salary.

3. Employee's employment is conditioned upon the possession at all times of a valid certificate(s), degrees, and/or license(s) as may be required for the position being offered and upon satisfactory completion of any and all background checks and fingerprint clearances that may be required. Employee agrees to use his or her best efforts to faithfully perform all duties assigned by District officials and the Governing Board including, but not limited to, any staff development in Basic Instructional Skills (Effective Elements of Essential Instruction), Classroom Management, Standards Based Assessments, Learning Styles, or other staff development support as determined by the District. Employee's employment may be terminated if these conditions are not satisfied.

4. Employee understands and agrees that Employee is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s), and/or approved area(s) is/are not maintained and in effect; and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Employee for work performed during such period and District may deduct any of that compensation paid to Employee attributable to such period from any other monies owed to Employee by District.

In the sole discretion of the District, while Employee is awaiting fingerprint clearance, certificate(s), and/or endorsements(s) based on a failure to timely renew or during the appeal process for an appealable and non-violent offense, the District may, but is not required to, continue to employ Employee at the substitute teacher rate, as long as Employee is accompanied by a person holding a valid fingerprint card at all times when Employee is in the presence of students. The difference between the salary stated in the Contract and the substitute teacher rate may be used by the District, in part or in whole, to compensate the District for the cost of obtaining the person to accompany the Employee. In no event shall any part of the difference between the salary stated in the Contract and the substitute teacher rate be returned to Employee for the period in which Employee failed to have the appropriate fingerprint clearance once the fingerprint clearance has again been obtained.

5. District agrees to pay Employee a Base Salary of [WRITTEN OUT and NUMERALS] based upon a Full Time Equivalence (FTE) as approved and appropriated by the Governing Board. NOTE: This salary reflects the belief by the District that Employee is exempt under the Fair Labor Standards Act. If Employee believes that he/she is NOT EXEMPT, Employee shall bring his/her belief to the Human Resources Department as soon as he/she develops this belief. In the event there is a difference between the salary amount stated here and the amount in the District salary schedule, the salary schedule shall govern, unless such change is brought about by the changes listed in this paragraph and paragraphs 6, 7, and 8. The salary shall be paid in equal pays during the contract as indicated by the Employee's annualized pay decision.

Pursuant to A.R.S. § 38-766.02, Employee, being employed in a position that would ordinarily be held by an employee who would be under the Arizona Retirement System, is subject to a contribution rate of nine and forty-seven one-hundredths percent (9.47%) which, under the terms of this contract, shall be paid to the Arizona State Retirement System from an equivalent reduction to Employee's salary. Employee shall not

accrue credited service, retirement benefits, or long term disability program benefits during the term of this Contract. In the event that the District terminates Employee for cause or elects to nonrenew Employee's Contract, Employee is not entitled to a hearing.

6. Employee and the District agree that as Employee does not hold an Arizona teaching certificate and is not employed as a classroom teacher, the Governing Board, in its sole discretion, may choose to provide the Employee with a payment equal to the amount of performance pay received by certificated teachers so long as Employee meets all other requirements for the receipt of performance pay under the District's performance pay plan and so long as Employee is eligible for a portion of the 40% funding under A.R.S. §15-977(H)(1), (3), and (5).

7. Employee acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified in paragraph 5 above may be reduced by an amount not to exceed the equivalent of five (5) days' pay, based on a 1.0 FTE if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2016-2017 fiscal year is less or becomes less than that authorized at the beginning of the 2015-2016 fiscal year; (2) the District fails to receive during the 2016-2017 fiscal year funds in the amount initially budgeted for such year; or (3) the District does not receive funds that, as of April 15, 2016, the District anticipates receiving for use in the 2016-2017 fiscal year from the Arizona legislature or from any federal fund. The Employee shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. Should such reduced funding occur, the Governing Board may eliminate Employee's position at the end of the contract year pursuant to the District's reduction in force policy and Arizona law in effect at the time of reduction in force.

8. If the Base Support Level funding that is made available to the District by the Legislature's budget for 2016-2017 is more than was assumed in the revenue projection in the preliminary budget or if the District receives additional funds that may be apportioned towards salaries and employee related expenses from whatever source, and the Governing Board, in its sole discretion, agrees to allocate such funds towards salaries and employee related expenses, the Governing Board may do so in the following manner. The Board may, in its sole discretion, increase Employee's salary by an amount not to exceed five percent (5%) of the Base Salary or may make a one time allocation of funds to Employee in an amount not to exceed five percent (5%) of the Base Salary to supplement Employee's Base Salary during the fiscal year. The one time payment may be paid to Employee in a single payment or in multiple payments at such times as may serve the best financial needs of the District.

9. Should Employee believe there is a mistake in Employee's salary resulting in Employee receiving less than what Employee would be entitled under the salary schedule, the Employee shall have thirty (30) days from initiating performance of duties under the Contract to notify the District of the mistake. If Employee does not notify the District within these thirty (30) days, Employee waives the right to additional amounts under the current Contract. If the Employee has received more money than the Employee is entitled for work performed, or if the Employee inadvertently receives a benefit at no cost for which the Employee would ordinarily be required to pay, the Employee shall, at the District's option (a) immediately repay any amount erroneously paid to the Employee or immediately pay the District for the value of the benefit received or (b) allow the District to reduce future payments to the Employee in an amount not to

exceed the amount which may be deducted under the Federal Wage Garnishment each pay period in order to make up for any amount erroneously paid or to repay the value of the benefit received. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

10. Employee shall be evaluated through use of an evaluation system and instrument adopted and approved for use. Employee specifically agrees that the system and instrument adopted by the District and in effect as of the date of Employee's formal observation shall be the system and instrument used to evaluate Employee for the remainder of the school year, except and to the extent that any other modification of the evaluation system or instrument is required by law during the course of the year.

11. Employee understands and agrees that Employee may be transferred to a different school within the District or may be precluded from transferring to a different school within the District, depending, in part, upon the evaluation of the Employee. Any transfer of an Employee to a different school, a different class, or a different subject area is solely within the discretion of the District in compliance with Policy GCK or GDJ.

12. Employee warrants the truth of all representations and statements made by Employee to District in connection with this Contract as well as those contained in the Employee's employment application and any other document submitted to the District concerning qualifications and representations about arrest and conviction records. Employee recognizes that it is a requirement of employment to report to the administration any circumstances or events that would affect the continuing accuracy or validity of those representations. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

13. Pursuant to A.R.S. §15-550, if Employee is arrested for or charged with any nonappealable offense listed in A.R.S. §41-1758.03(B), Employee shall immediately report the arrest or charge to Employee's supervisor. Failure to do so shall result in immediate dismissal.

14. Employee agrees to perform such duties as may be assigned. Employee agrees to abide by and be subject to the District's policies, regulations, and rules as are in effect or may be amended during the term of this Contract.

15. Employee recognizes that the District will incur expenses of securing a replacement in the event that Employee does not fulfill the obligations under this Contract. Employee and District agree that these expenses are difficult to determine, and therefore, that it is appropriate to assess an amount certain as liquidated damages. Employee and District agree for the purposes of this paragraph, "resigning" and "resignation" shall include Employee retiring during the school year unless the retired employee remains in the position under a "return to work plan" which serves to retain Employee for the balance of the school year. Employee and District agree that the liquidated damages which may be assessed against Employee for resigning, with Governing Board approval, during the term of this Contract shall be in the amount of One Thousand Dollars (\$1,000.00). Furthermore, resignation prior to the termination of this Contract shall in and of itself be considered to be a violation of the Classroom Site Fund

Performance Plan, and Employee shall be entitled to no portion of any funds. By entering into this Contract, Employee agrees that the District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any money due and owing to Teacher, whether from amortized salary, from earned but unpaid performance pay from a prior year, or from any other source but not to exceed the amount which may be deducted under the Federal Wage Garnishment.

Employee is also on notice that the resignation will be deemed to be an unprofessional act which may be reported to future employers inquiring about Employee's term of employment with the District and/or to any licensing agency in addition to a possible civil lawsuit for breach of contract.

16. To the extent appropriate for the occasion, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and professional development activities/trainings as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

17. As additional consideration for Employee's services, the District will allow the Employee reasonable use of a designated District computer when the Employee is not on duty and the computer is not reserved for other District use, provided that the Employee agrees in writing to follow District policies governing internet access and computer use and this use does not result in any additional cost to the District. Failure to follow District policies regarding internet access and computer use may result in discipline up to and including termination. To the extent that Employee's use increases the District's cost, the District shall require reimbursement from Employee.

18. This Contract is subject to cancellation pursuant to A.R.S. §38-511.

19. Employee shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, veteran's status, political affiliation, sexual orientation, or genetic code.

20. The entire agreement between the parties shall consist of this Contract and such fringe benefits as the Governing Board approves for this fiscal year. This Contract shall further consist of and be subject to state and federal laws dealing with education as well as to any additions, revisions, or other changes in such laws which may go into effect during the term of this Contract, just as if the new, revised, or deleted statutes were in place at the time of the signing of this Contract. Any other subsequent amendments or addendum to this Contract must be in writing and signed by both parties.

21. In the event that any covenant, term, condition, or provision of this Contract is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions, and provisions hereof shall remain in full force and effect to the extent permitted by law.

22. As an Employee who has received this Contract prior to the end of the present Contract year, Employee acknowledges that Employee has reasonable assurance of employment

with the District for the 2016-2017 school year. Employee, therefore, acknowledges that Employee is not qualified to receive unemployment insurance over the summer months unless Employee has received a reduction in force notice, notice of intent to nonrenew, or been otherwise terminated. Employee specifically agrees, and by Employee's signature below, acknowledges that should Employee apply for and receives unemployment insurance in direct contravention of this paragraph, District may deduct the amount of any unemployment insurance it is required to pay from Employee's salary.

23. Should the Governing Board provide Employee with written notice of intent to not renew Employee's contract for the 2017-2018 school year, Employee affirms that Employee has no property interest in being offered a new Term Contract. Employee further understands and agrees that beyond the written notice of the Governing Board's intention to not renew the contract, Employee is not entitled to any additional form of notice or hearing at the end of the Term.

24. Employee must sign this Contract and return it to the District Human Resource's office within fifteen (15) business days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. "Sign," for purposes of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the Contract, does not add any additional terms to the Contract, and is delivered to the Governing Board within the fifteen (15) business days from the date the Contract is received. The date the Contract is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the Employee's school provided mailbox, including electronic mail, or (3) two (2) days after being placed in a United States postal service mailbox, addressed to the last known address provided by Employee to the District. Note: If a contract has not been transmitted to Employee by the end of the current school year, the transmittal of an electronic contract to the Employee prior to the start of the next school year shall be submitted to both the Employee's District email and the Employee's personal email in order to notify Employee of the offer of contract. Employee shall be responsible for submitting his or her personal email address to Human Resources personnel at the District Office for this purpose. Employee's failure to submit a personal email address to Human Resources shall relieve the District of the duty to transmit the contract to any electronic mail address other than the District provided email address.

By signing this Contract, Employee acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

Employee's Signature

Date

Contract Issue Date

Governing Board President

Governing Board Vice President

**Tolleson Union High School District No. 214
TEACHER'S EMPLOYMENT CONTRACT
2016-2017**

1. District agrees to employ Teacher during fiscal year 2016-2017. The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by this Contract shall be extended so as to maintain open schools for the number of days required by the Contract without additional compensation to Teacher. Teacher will be present and perform any and all assigned duties and understands and agrees that there will be occasions requiring Teacher's presence outside of the regular duty hours for which Teacher will receive no additional compensation.

2. Teacher's employment is conditioned upon the possession at all times of a valid Arizona teacher's certificate for the position being offered and upon satisfactory completion of any and all background checks and fingerprint clearances that may be required. Teacher agrees to be "highly qualified" in all assigned core academic subjects or as otherwise required by law and to hold all requisite endorsements by the commencement date of this Contract. Teacher agrees to use his or her best efforts to faithfully perform all duties assigned by District officials and the Governing Board including, but not limited to, any staff development in Basic Instructional Skills (Effective Elements of Essential Instruction), Classroom Management, Standards Based Assessments, Learning Styles, or other staff development support as determined by the District. Teacher's employment may be terminated if these conditions are not satisfied.

3. Teacher understands and agrees that Teacher is not entitled to compensation for any period during which such fingerprint clearance, certificate(s), and/or endorsement(s), and/or approved area(s) is/are not maintained and in effect and, in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Teacher for work performed during such period, and District may deduct any of that compensation paid to Teacher attributable to such period from any other monies owed to Teacher by District.

In the sole discretion of the District, while Teacher is awaiting fingerprint clearance, certificate(s), and/or endorsement(s) based on a failure to timely renew or during the appeal process for an appealable and non-violent offense, the District may, but is not required to, continue to employ Teacher at the substitute teacher rate as long as Teacher is accompanied by a person holding a valid fingerprint card at all times when Teacher is in the presence of students. The difference between the salary stated in the Contract and the substitute teacher rate may be used by the District, in part or in whole, to compensate the District for the cost of obtaining the person to accompany the Teacher. In no event shall any part of the difference between the salary stated in the Contract and the substitute teacher rate be returned to Teacher for the period in which Teacher failed to have the appropriate fingerprint clearance once the fingerprint clearance has again been obtained.

4. District agrees to pay Teacher a Base Salary of based upon a Full Time Equivalence (FTE) as approved and appropriated by the Governing Board. In the event there is a difference between the salary amount stated here and the amount in the District salary schedule,

the salary schedule shall govern, unless such change is brought about by the changes described in paragraphs 5, 6, 7, and 8.

If, during the term of this Contract, Teacher retires with the Arizona State Retirement System and returns to work, Teacher must do so via a third party contractor and will be entitled to no employment protections or benefits under this Contract or Title 15 of the Arizona Revised Statutes..

5. In addition to salary, Teacher also shall receive performance pay if Teacher qualifies for such pay in accordance with the District's Performance Pay Plan and subject to any reduction in Classroom Site Funding as described in paragraph 6 below. The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's Performance Pay Plan and Certified Supplemental Salary Schedule. Teacher acknowledges that if Teacher resigns or engages in behavior in violation of state or federal law and/or District policies to the extent that Teacher is terminated or resigns in lieu of a recommendation that Teacher be terminated, this shall, in and of itself, be deemed to be a failure of Teacher to comply with the performance plan and, therefore, results in Teacher being entitled to no portion of the Classroom Site Fund performance pay. Teacher shall also receive such fringe benefits as the Governing Board approves for this fiscal year.

6. Pursuant to A.R.S. §15-977 and provisions of the Classroom Site Fund, the District may or may not receive funds to support supplements to Teacher's Base Salary or which will entitle Teacher to performance pay if the Teacher qualifies under the District's Performance Pay Plan. Teacher expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Teacher eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment. Reduction in the funds available under A.R.S. §15-977 under the terms of this paragraph may cause a reduction in salary and/or Teacher's performance pay even if the eventualities listed in paragraph 7 below do not occur.

7. Teacher acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified in paragraph 4 above may be reduced by an amount not to exceed the equivalent of five (5) days' pay, based on a 1.0 FTE if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2016-2017 fiscal year is less or becomes less than that authorized at the beginning of the 2015-2016 fiscal year; (2) the District fails to receive during the 2016-2017 fiscal year funds in the amount initially budgeted for such year; or (3) the District does not receive funds that, as of April 15, 2016, the District anticipates receiving for use in the 2016-2017 fiscal year from the Arizona legislature or from any federal fund. The Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. Should such reduced funding occur, the Governing Board may eliminate Teacher's position at the end of the contract year pursuant to the District's reduction in force policy and Arizona law in effect at the time of reduction in force.

8. If the Base Support Level funding that is made available to the District by the Legislature's budget for 2016-2017 is more than was assumed in the revenue projection in the preliminary budget, or if the District receives additional funds that may be apportioned towards

salaries and employee related expenses from whatever source, and the Governing Board, in its sole discretion, agrees to allocate such funds towards salaries and employee related expenses, the Governing Board may do so in the following manner. The Governing Board may, in its sole discretion, increase Teacher's salary by an amount not to exceed five percent (5%) of the Base Salary or may make a one time allocation of funds to Teacher in an amount not to exceed five percent (5%) of the Base Salary to supplement Teacher's Base Salary during the fiscal year. The one time payment may be paid to Teacher in a single payment or in multiple payments at such times as may serve the best financial needs of the District.

9. Should Teacher believe there is a mistake in Teacher's salary resulting in Teacher receiving less than what Teacher would be entitled under the salary schedule, the Teacher shall have thirty (30) days from initiating performance of duties under the Contract to notify the District of the mistake. If Teacher does not notify the District within these thirty (30) days, Teacher waives the right to additional amounts under the current Contract. If the Teacher has received more money than the Teacher is entitled for work performed, or if the Teacher inadvertently receives a benefit at no cost for which the Teacher would ordinarily be required to pay, the Teacher shall, at the District's option (a) immediately repay any amount erroneously paid to the Teacher or immediately pay the District for the value of the benefit received or (b) allow the District to reduce future payments to the Teacher in an amount not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay period in order to make up for any amount erroneously paid or to repay the value of the benefit received. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

10. Teacher shall be evaluated pursuant to A.R.S. §15-537 through use of an evaluation system and instrument adopted and approved for use pursuant to A.R.S. §15-203(A)(38) in effect at the time of evaluation even though it may differ from the evaluation system that is in place at the time the Contract is signed. Teacher specifically agrees that the system and instrument adopted by the District and in effect as of the date of Teacher's first formal observation shall be the system and instrument used to evaluate Teacher for the remainder of the school year except, and to the extent, that any other modification of the evaluation system or instrument is required by law during the course of the year.

11. Teacher understands and agrees that if Teacher is a continuing teacher as defined in A.R.S. §15-538.01, but who has been designated in the lowest performance classification for the current school year, then Teacher shall become a probationary teacher for the subsequent school year and shall remain a probationary teacher until Teacher is either designated in one of the two highest categories or is dismissed or nonrenewed following an unsuccessful completion of a sixty (60) school day improvement plan.

12. Teacher understands and agrees that pursuant to A.R.S. §15-537, Teacher may be transferred to a different school within the District or may be precluded from transferring to a different school within the District depending, in part, upon the classification of the Teacher. Any transfer of a Teacher to a different school, a different class, or a different subject area is solely within the discretion of the District in compliance with A.R.S. §15-537 and Policy GCK.

13. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with this Contract as well as those contained in the Teacher's

employment application and any other document submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction records. Teacher recognizes that it is a requirement of employment to report to the administration any circumstances or events that would affect the continuing accuracy or validity of those representations. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

14. Pursuant to A.R.S. §15-550, if Teacher is arrested for or charged with any nonappealable offense listed in A.R.S. §41-1758.03(B), Teacher shall immediately report the arrest or charge to Teacher's supervisor. Failure to do so shall result in immediate dismissal.

15. Teacher agrees to teach such grade, grades, or subjects as the Teacher may be assigned to teach. Teacher understands and agrees that there will be occasions requiring Teacher's presence outside of the regular duty hours, and Teacher will be present and perform any assigned duties, any such duties being part of Teacher's obligations under this Contract. Teacher agrees to abide by and be subject to the District's policies, regulations, and rules as are in effect or may be amended during the term of this Contract.

16. Pursuant to A.R.S. §15-545, if Teacher resigns without advanced Governing Board approval, the resignation will be deemed to be an unprofessional act that may subject Teacher to disciplinary action by the State Board of Education, up to and including suspension or revocation of the teaching certificate.

17. Teacher recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Teacher does not fulfill the obligations under this Contract. Teacher and District agree that these expenses, added to the emotional expense to the students who will not have the stability of a single teacher, are difficult to determine, and therefore, that it is appropriate to assess an amount certain as liquidated damages. Teacher and District agree for the purposes of this paragraph, "resigning" and "resignation" shall include Teacher retiring during the school year unless the retired teacher remains in the classroom under a "return to work plan" which serves to retain Teacher in the classroom for the balance of the school year. Teacher and District agree that the liquidated damages which may be assessed against Teacher for resigning, with Governing Board approval, during the term of this Contract shall be in the amount of One Thousand Dollars (\$1,000.00). Furthermore, resignation prior to the termination of this Contract shall in and of itself be considered to be a violation of the Classroom Site Fund Performance Plan, and Teacher shall be entitled to no portion of any funds. By entering into this Contract, Teacher agrees that the District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any money due and owing to Teacher, whether from amortized salary, from earned but unpaid performance pay from a prior year, or from any other source but not to exceed the amount which may be deducted under the Federal Wage Garnishment.

18. To the extent appropriate for the occasion, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and professional development activities/trainings, as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

19. As additional consideration for Teacher's services, the District will allow the Teacher reasonable use of a designated District computer when the Teacher is not on duty and the computer is not reserved for other District use, provided that the Teacher agrees in writing to follow District policies governing internet access and computer use and this use does not result in any additional cost to the District. Failure to follow District policies regarding internet access and computer use may result in discipline up to and including termination. .

20. This Contract is subject to cancellation pursuant to A.R.S. §38-511.

21. Teacher is hereby notified pursuant to Arizona Administrative Code R7-2-613J that continued employment is expressly conditioned upon teacher possessing either a Structured English Immersion Endorsement, a full English as a Second Language Endorsement, or a full Bilingual Endorsement.

22. Teacher shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, veteran's status, political affiliation, sexual orientation, or genetic code.

23. The entire agreement between the parties shall consist of this Contract and such fringe benefits as the Governing Board approves for this fiscal year. This Contract shall further consist of and be subject to state and federal laws dealing with education as well as to any additions, revisions, or other changes in such laws which may go into effect during the term of this Contract just as if the new, revised, or deleted statutes were in place at the time of the signing of this Contract. Any other subsequent amendments or addendum to this Contract must be in writing and signed by both parties.

24. In the event that any covenant, term, condition, or provision of this Contract is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions, and provisions hereof shall remain in full force and effect to the extent permitted by law.

25. **FOR ALL PROBATIONARY TEACHERS,**¹ the District may choose to not reemploy Teacher for a subsequent term without provision of hearing where District has complied with all applicable notice provisions required by A.R.S. §15-536 and, when applicable, §15-538.

26. As a Teacher (other than an initial hire teacher) who has received this Contract prior to the end of the present contract year, Teacher acknowledges that Teacher has reasonable assurance of employment with the District for the 2016-2017 school year. Teacher, therefore, acknowledges that Teacher is not qualified to receive unemployment insurance over the summer months unless Teacher has received a reduction in force notice, an intent to nonrenew, or been terminated pursuant to statute. Teacher specifically agrees, and by Teacher's signature below, acknowledges that should Teacher apply for and receive unemployment insurance in direct

¹ Probationary Teacher – a Teacher who has not been employed by the District for more than the major portion of three (3) consecutive school years or who has been returned to probationary status pursuant to A.R.S. §15-536(D). This includes all Initial Hire teachers.

contravention of this paragraph, District may deduct the amount of any unemployment insurance it is required to pay from Teacher's salary, not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay day until the amount of the unemployment insurance paid by the District is repaid in full.

27. Teacher must sign this Contract and return it to the District Human Resource's office within fifteen (15) business days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. "Sign," for purposes of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the Contract, does not add any additional terms to the Contract, and is delivered to the Governing Board within the fifteen (15) business days from the date the Contract is received. The date the Contract is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the teacher's school provided mailbox, including electronic mail, or (3) two days after being placed in a United States postal service mailbox, addressed to the last known address provided by Teacher to the District. Note: If a contract has not been transmitted to Teacher by the end of the current school year, the transmittal of an electronic contract to the Teacher prior to the start of the next school year shall be submitted to both the Teacher's District e-mail and the Teacher's personal e-mail in order to notify Teacher of the offer of contract. Teacher shall be responsible for submitting his or her personal e-mail to Human Resources personnel at the District for this purpose. Teacher's failure to submit a personal e-mail to Human Resources shall relieve the District of the duty to transmit the contract to any electronic mail address other than the school provided e-mail address.

By signing this Contract, Teacher acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

Teacher's Signature

Date

Contract Issue Date

Governing Board President

Governing Board Vice President

**Tolleson Union High School District No. 214
RETURNING RETIREE TEACHER EMPLOYMENT CONTRACT
2016-2017**

1. Pursuant to A.R.S. § 38-766.01, Teacher is not entitled to the rights of certificated teachers under A.R.S. §§15-536, 15-538, 15-538.01, and 15-539 through 15-543. In the event the District terminates Teacher with or without cause, Teacher is not entitled to a hearing and this Contract is not subject to the relevant portions of Title 15 of the Arizona Revised Statutes regarding termination of a certificated employee's employment with the District.

Teacher specifically acknowledges and affirms the following written provisions:

- a. **Teacher has attained normal retirement age.**
- b. **Teacher terminated employment at least three hundred sixty-five (365) days prior to the date of this Contract.**
- c. **Teacher is not entitled to the rights of certificated teachers under A.R.S. §§15-536, 15-538, 15-538.01, and 15-539 through 15-543.**
- d. **The District shall not pay contributions on behalf of the retired member pursuant to A.R.S. §§38-736, 38-737, or 38-797.05, other than as may be required by A.R.S. §38-766.02.**
- e. **Teacher shall not accrue credited service, retirement benefits, or long-term disability program benefits pursuant to the Arizona State Retirement System, as provided for in A.R.S. §15-1628(B)(4), regarding additional balance accounts, retirement benefits, or long-term disability program benefits pursuant to Article 2.1 of Title 38 for the period in which the retired Teacher returns to work under this Contract.**
- f. **The term in which the retired Teacher returns to work is not eligible for purchase under A.R.S. §§38-743 or 38-744.**
- g. **Teacher's election to return to work under this section is nonrevocable for the remainder of the employment term for which the Teacher made the election.**

By signing this Contract, Teacher specifically acknowledges these provisions in writing as required by A.R.S. § 38-766.01(C).

2. District agrees to employ Teacher for during fiscal year 2016-2017. The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by this Contract shall be extended so as to maintain open schools for the number of days required by the Contract without additional compensation to Teacher. Teacher will be present and perform any and all assigned duties and understands and agrees that there will be occasions requiring Teacher's presence outside of the regular duty hours for which Teacher will receive no additional compensation.

3. Teacher's employment is conditioned upon the possession at all times of a valid Arizona teacher's certificate for the position being offered and upon satisfactory completion of any and all background checks and fingerprint clearances that may be required. Teacher agrees to be "highly qualified" in all assigned core academic subjects or as otherwise required by law and to hold all requisite endorsements by the commencement date of this Contract. Teacher agrees to use his or her best efforts to faithfully perform all duties assigned by District officials and the Governing Board. Teacher's employment may be terminated if these conditions are not satisfied.

4. Teacher understands and agrees that Teacher is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s), and/or approved area(s) is/are not maintained and in effect; and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Teacher for work performed during such period and District may deduct any of that compensation paid to Teacher attributable to such period from any other monies owed to Teacher by District.

In the sole discretion of the District, while Teacher is awaiting fingerprint clearance based on a failure to timely renew or during the appeal process for an appealable and non-violent offense, the District may, but is not required to, continue to employ Teacher at the substitute teacher rate as long as Teacher is accompanied by a person holding a valid fingerprint card at all times when Teacher is in the presence of students. The difference between the salary stated in the Contract and the substitute teacher rate may be used by the District, in part or in whole, to compensate the District for the cost of obtaining the person to accompany the Teacher. In no event, shall any part of the difference between the salary stated in the Contract and the substitute teacher rate be returned to Teacher for the period in which Teacher failed to have the appropriate fingerprint clearance once the fingerprint clearance has again been obtained.

5. District agrees to pay Teacher a Base Salary of based upon a Full Time Equivalence (FTE) as approved and appropriated by the Governing Board. Pursuant to A.R.S. § 38-766.02, Teacher, being employed in a position that would ordinarily be held by an employee who would be under the Arizona Retirement System, is subject to a contribution rate of nine and thirty-six one-hundredths percent (9.36%) which, under the terms of this contract, shall be paid to the Arizona State Retirement System from an equivalent reduction to Teacher's salary. Teacher understands, acknowledges, and agrees that as a returning retiree, Teacher is not entitled to be placed on the District salary scale unless, under the discretion of the District, the District chooses to place the Teacher on the salary scale. Teacher also understands the salary listed above may be further changed if the events listed in Paragraphs 6, 7, 8, or 9 occur.

6. In addition to salary, Teacher also shall receive performance pay if Teacher qualifies for such pay in accordance with the District's Performance Pay Plan and subject to any reduction in Classroom Site Funding as described in paragraph 7 below. The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's Performance Pay Plan, and Certified Supplemental Salary Schedule. Teacher acknowledges that if Teacher resigns or engages in behavior in violation of state or federal law and/or District policies to the extent that Teacher is terminated or resigns in lieu of a recommendation that Teacher be terminated, this shall, in and of itself, be deemed to be a failure of Teacher to comply with the performance plan and, therefore, results in Teacher being entitled

to no portion of the Classroom Site Fund performance pay. Teacher shall also receive such fringe benefits as the Governing Board approves for this fiscal year.

7. Pursuant to A.R.S. §15-977 and provisions of the Classroom Site Fund, the District may or may not receive funds to support supplements to Teacher's Base Salary or which will entitle Teacher to performance pay if the Teacher qualifies under the District's Performance Pay Plan. Teacher expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Teacher eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment. Reduction in the funds available under A.R.S. §15-977 under the terms of this paragraph may cause a reduction in salary and/or Teacher's performance pay even if the eventualities listed in paragraph 8 do not occur.

8. Teacher acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified in paragraph 5 may be reduced by an amount not to exceed the equivalent of five (5) days' pay, based on a 1.0 FTE, if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2016-2017 fiscal year is less or becomes less than that authorized at the beginning of the 2015-2016 fiscal year; (2) the District fails to receive during the 2016-2017 fiscal year funds in the amount initially budgeted for such year; or (3) the District does not receive funds that, as of April 15, 2016, the District anticipates receiving for use in the 2016-2017 fiscal year from the Arizona legislature or from any federal fund. The Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. Should such reduced funding occur, the Governing Board may eliminate Teacher's position at the end of the contract year pursuant to the District's reduction in force policy and Arizona law in effect at the time of reduction in force.

9. If the Base Support Level funding that is made available to the District by the Legislature's budget for 2016-2017 is more than was assumed in the revenue projection in the preliminary budget, or if the District receives additional funds that may be apportioned towards salaries and employee related expenses from whatever source and the Governing Board, in its sole discretion, agrees to allocate such funds towards salaries and employee related expenses, the Governing Board may do so in the following manner. The Governing Board may, in its sole discretion, increase Teacher's salary by an amount not to exceed five percent (5%) of the Base Salary or may make a one time allocation of funds to Teacher in an amount not to exceed five percent (5%) of the base salary to supplement Teacher's base salary during the fiscal year. The one time payment may be paid to Teacher in a single payment or in multiple payments at such times as may serve the best financial needs of the District.

10. Teacher further understands that pursuant to A.R.S. §38-766.01, Teacher's contract with the District may be terminated midyear should the District determine that as a result of the events enumerated in Paragraph 8, it is in the best fiscal interests of the District to do so. Teacher shall be given not fewer than thirty (30) days notice of any termination that occurs as a result of Paragraph 8.

11. Should Teacher believe there is a mistake in Teacher's salary resulting in Teacher receiving less than what Teacher would be entitled to as a returned retiree, recognizing that as a returned retiree, District is not required to place Teacher on the salary schedule, the Teacher shall

have thirty (30) working days from initiating performance of duties under the Contract to notify District of mistake. If Teacher does not notify District within these thirty (30) days, Teacher waives the right to additional amounts under the current Contract. If the Teacher has received more money than the Teacher is entitled for work performed, or if the Teacher inadvertently receives a benefit at no cost for which the Teacher would ordinarily be required to pay, the Teacher shall, at the District's option (a) immediately repay any amount erroneously paid to the Teacher or immediately pay the District for the value of the benefit received or (b) allow the District to reduce future payments to the Teacher in an amount not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay period in order to make up for any amount erroneously paid or to repay the value of the benefit received. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

12. Teacher may be evaluated through the use of an evaluation system and instrument adopted and approved for use pursuant to A.R.S. §15-203(A)(38) in effect at the time of evaluation, even though it may differ from the evaluation system that is in place at the time the Contract is signed. Teacher understands that as a Returned Retiree, Teacher may be dismissed at any time and is not, therefore, entitled to be placed on a forty-five (45) class day improvement as the result of an evaluation.

13. Teacher understands and agrees that pursuant to A.R.S. §15-537, Teacher may be transferred to a different school within the District or may be precluded from transferring to a different school within the District, depending, in part, upon the classification of the Teacher. Any transfer of a Teacher to a different school, a different class, or a different subject area is solely within the discretion of the Superintendent in compliance with Policy GCK.

14. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with this Contract as well as those contained in the Teacher's employment application and any other document submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction records. Teacher recognizes that it is a requirement of employment to report to the administration any circumstances or events that would affect the continuing accuracy or validity of those representations. Determination by the Governing Board, or its authorized representative, that any such representation is not true or is inaccurate may, at District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

15. Pursuant to A.R.S. §15-550, if Teacher is arrested for or charged with any nonappealable offense listed in A.R.S. §41-1758.03(B), Teacher shall immediately report the arrest or charge to Teacher's supervisor. Failure to do so shall result in immediate dismissal.

16. Teacher agrees to teach such grade, grades, or subjects as the Teacher may be assigned to teach. Teacher understands and agrees that there will be occasions requiring Teacher's presence outside of the regular duty hours, and Teacher will be present and perform any assigned duties, any such duties being part of Teacher's obligations under this Contract. Teacher agrees to abide by and be subject to the District's policies, regulations, and rules, as are in effect or may be amended during the term of this Contract.

17. Pursuant to A.R.S. § 15-545, if Teacher resigns without advanced Governing

Board approval, the resignation will be deemed to be an unprofessional act that may subject Teacher to disciplinary action by the State Board of Education, up to and including suspension or revocation of the teaching certificate.

18. Teacher recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Teacher does not fulfill the obligations under this Contract. Teacher and District agree that these expenses, added to the emotional expense to the students who will not have the stability of a single teacher, are difficult to determine, and therefore that it is appropriate to assess an amount certain as liquidated damages. Teacher and District agree that the liquidated damages which may be assessed against Teacher for resigning, with Governing Board approval, during the term of this Contract shall be in the amount of One Thousand Dollars (\$1,000.00). Furthermore, resignation prior to the termination of this Contract shall in and of itself be considered to be a violation of the Classroom Site Fund Performance Plan, and Teacher shall be entitled to no portion of any funds. By entering into this Contract, Teacher agrees that the District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any money due and owing to Teacher, whether from amortized salary, from earned but unpaid performance pay from a prior year, or from any other source, but not to exceed the amount which may be deducted under the Federal Wage Garnishment.

19. Teacher specifically agrees that by signing this Contract, Teacher is giving the District permission to withhold funds from any money from any source due and owing to the Teacher under the terms of Paragraphs 9 and 18 of this Contract. Teacher further agrees that the signature on this Contract shall also act as written and signed permission by Teacher for the District to withhold such funds as indicated above.

20. To the extent appropriate for the occasion, the District may provide incidental food and beverages at staff meetings, including in-services and professional development activities/trainings, and at Governing Board meetings as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

21. This Contract is subject to cancellation pursuant to A.R.S. §38-511.

22. Teacher is hereby notified pursuant to Arizona Administrative Code R7-2-613J that continued employment is expressly conditioned upon teacher possessing either a Structured English Immersion Endorsement, a full English as a Second Language Endorsement, or a full Bilingual Endorsement.

23. Teacher shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex (including sexual preference/identity), race, religion, color, national origin, age, disability, veteran's status, political affiliation, sexual orientation, or genetic code.

24. The entire agreement between the parties shall consist of this Contract, Performance Pay Plan, and such fringe benefits as the Governing Board approves for this fiscal year.

25. This Contract shall further consist of and be subject to state and federal laws dealing with education as well as to any additions, revisions, or other changes in such laws which may go into effect during the term of this Contract, just as if the new, revised, or deleted statutes were in place at the time of the signing of this Contract. Any other subsequent amendments or addendum to this Contract must be in writing and signed by both parties.

26. In the event that any covenant, term, condition, or provision of this Contract is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions, and provisions hereof shall remain in full force and effect to the extent permitted by law.

27. **FOR ALL INITIAL HIRES,**¹ on or before the first day of work specified in Paragraph 2, as an initial hire:

- A. If Teacher does not presently possess a regular Arizona Teaching Certificate, Teacher shall have filed no later than the return of this contract, an application for certification with the Arizona Department of Education and filed the required supporting documentation and the conditional certificate with the County School Superintendent. The regular certificate must be issued to Teacher and presented to District within three (3) months of the date of commencing employment.
- B. Teacher shall have secured either highly qualified status or a provisional status license. If Teacher has a provisional license and fails to become highly qualified on or before February 13, 2016, this Contract shall be nonrenewed for the reason that Teacher has failed to become highly qualified. This notice shall comply with all legal provisions of nonrenewal without need for any further notification or process as required A.R.S. §15-536 et seq.
- C. District shall have received a positive response from the background investigation/reference checks.
- D. Teacher shall provide District with documentation demonstrating lawful work authorization status.
- E. Teacher shall provide the District proof of immunization for Rubella or Rubeola unless Teacher is subject to one of the exceptions in District policy GBGC and GBGCA.
- F. Initial hire Teachers may be given less than fifteen (15) business days in which to return this contract. Initial hire must return this contract within five (5) days.

28. Teacher must sign this Contract and return it to the District Human Resource's office within fifteen (15) business days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. "Sign" may also be by making a separate written document that accepts all the terms of the Contract, does not add any additional terms to the Contract, and is delivered to the Governing Board within the fifteen (15) business days from the date the Contract is received. The date the Contract is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the Teacher's school

¹ Initial Hire – a Teacher who is employed by the District as a new hire entering into a first Teacher contract with the District, including a Retiree returning to employment with the District after spending a year employed by ESI, smartschoolsplus, or otherwise outside of the Arizona State Retirement Service.

provided mailbox, including electronic mail, or (3) two (2) days after being placed in a United States postal service mailbox, addressed to the last known address provided by Teacher to the District.

By signing this Contract, Teacher acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

Teacher's Signature

Date

Contract Issue Date

Governing Board President

Governing Board Vice President

Tolleson Union High School District No. 214
CERTIFIED TERM CONTRACT AND NOTICE OF NONRENEWAL
2016-2017

This Teacher Contract ("Contract") is entered into by Tolleson Union High School District No. 214 ("District") and _____ ("Teacher").

1. Teacher is entering into a term contract, which means that the Contract is specifically being nonrenewed pursuant to A.R.S. §15-536 for one or more of the following reasons: The position is grant funded and is not expected to be renewed; Teacher is replacing a teacher on sabbatical, on military leave, or on long term medical leave, and who is expected to return for the 2016-2017 school year; Teacher was hired after the school year began precluding the District from having sufficient time to evaluate Teacher; Teacher has not yet become highly qualified and must become highly qualified prior to __/__/__ or will not be renewed; Teacher does not have a valid and appropriate certificate and must secure it prior to __/__/__ or will not be renewed; Teacher does not have SEI endorsement and must secure it prior to __/__/__ or will not be renewed. The reason stated is not based on classroom performance and Teacher is not entitled to be placed on a performance plan. No further notice of nonrenewal shall be required. Teacher specifically acknowledges that no additional notice or action by the Governing Board is necessary to not renew this Contract. Teacher may choose to submit an application to the District to be hired for the 2017-2018 school year.

_____ Teacher must initial that the Teacher has read the paragraph above, understands it, and specifically agrees to its terms.

2. District agrees to employ Teacher for _____ days during fiscal year 2016-2017, commencing on _____, **2016** and ending on _____, **2017**. The contract year for Teacher shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by this Contract shall be extended so as to maintain open schools for the number of days required by the Contract without additional compensation to Teacher. Teacher will be present and perform any and all assigned duties and understands and agrees that there will be occasions requiring Teacher's presence outside of the regular duty hours for which Teacher shall receive no additional compensation.

3. Teacher's employment is conditioned upon the possession at all times of a valid Arizona teacher's certificate for the position being offered and upon satisfactory completion of any and all background checks and fingerprint clearances that may be required. Teacher agrees to be "highly qualified" in all assigned core academic subjects or as otherwise required by law and to hold all requisite endorsements by the commencement date of this Contract, unless Teacher has been given a temporary waiver pursuant to Paragraph 1 above. Teacher agrees to use his or her best efforts to faithfully perform all duties assigned by District officials and the Governing Board including, but not limited to, any staff development in Basic Instructional Skills (Effective Elements of Essential Instruction), Classroom Management, Standards Based Assessments, Learning Styles, or other staff development support as determined by the District. Teacher's employment may be terminated if these conditions are not satisfied.

4. Unless specifically waived in Paragraph 1 above, Teacher understands and agrees that Teacher is not entitled to compensation for any period during which such fingerprint clearance, certificate(s), and/or endorsement(s), and/or approved area(s) is/are not maintained and in effect; and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Teacher for work performed during such period and District may deduct any of the compensation mistakenly paid to Teacher attributable to such period from any other monies owed to Teacher by District.

In the sole discretion of the District, while Teacher is awaiting fingerprint clearance, certificate(s), and/or endorsements(s) based on a failure to timely renew or during the appeal process for an appealable and non-violent offense, the District may, but is not required to, employ Teacher at the substitute teacher rate, so long as Teacher is accompanied by a person holding a valid fingerprint card at all times when Teacher is in the presence of students. The difference between the salary stated in the Contract and the substitute teacher rate may be used by the District, in part or in whole, to compensate the District for the cost of obtaining the person to accompany the Teacher. In no event shall any part of the difference between the salary stated in the Contract and the substitute teacher rate be returned to Teacher for the period in which Teacher failed to have the appropriate fingerprint clearance once the fingerprint clearance has again been obtained.

5. District agrees to pay Teacher a Base Salary of \$_____ based upon a _____ Full Time Equivalence (FTE) as approved and appropriated by the Governing Board. If Teacher is employed after the start of the school year, the salary listed above shall be prorated. In the event there is a difference between the salary amount stated here and the amount in the District salary schedule, the salary schedule shall govern unless such change is brought about by the changes described in paragraphs 6, 7, 8, and 9. Teacher understands and agrees that the first paycheck Teacher receives for the year will reflect only the days actually worked as of the date of the first paycheck. Thereafter, the balance of the salary listed above shall be paid in equal pays for the balance of the contract as indicated by the Teacher's annualized pay decision.

If, during the term of this Contract, Teacher retires with the Arizona State Retirement System and returns to work, Teacher must do so via a third party contractor and will be entitled to no employment protections or benefits under this Contract or Title 15 of the Arizona Revised Statutes.

6. In addition to salary, Teacher also shall receive performance pay if Teacher qualifies for such pay in accordance with the District's Performance Pay Plan and subject to any reduction in Classroom Site Funding as described in paragraph 7 below. The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's Performance Pay Plan and Certified Supplemental Salary Schedule. Teacher acknowledges that if Teacher resigns or engages in behavior in violation of state or federal law and/or District policies to the extent that Teacher is terminated or resigns in lieu of a recommendation that Teacher be terminated, this shall, in and of itself, be deemed to be a failure of Teacher to comply with the performance plan and, therefore, results in Teacher being entitled to no portion of the Classroom Site Fund performance pay. Teacher shall also receive such fringe benefits as the Governing Board approves for this fiscal year.

7. Pursuant to A.R.S. §15-977 and provisions of the Classroom Site Fund, the District may or may not receive funds to support supplements to Teacher's Base Salary or which will entitle Teacher to performance pay if the Teacher qualifies under the District's Performance Pay Plan. Teacher expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Teacher eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment. Reduction in the funds available under A.R.S. §15-977 under the terms of this paragraph may cause a reduction in salary and/or Teacher's performance pay even if the eventualities listed in paragraph 8 below do not occur.

8. Teacher acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified in paragraph 5 above may be reduced by an amount not to exceed the equivalent of five (5) days' pay, based on a 1.0 FTE, if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2016-2017 fiscal year is less or becomes less than that authorized at the beginning of the 2015-2016 fiscal year; (2) the District fails to receive during the 2016-2017 fiscal year funds in the amount initially budgeted for such year; or (3) the District does not receive funds that, as of April 15, 2016, the District anticipates receiving for use in the 2016-2017 fiscal year from the Arizona legislature or from any federal fund. The Teacher shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. Should such reduced funding occur, the Governing Board may eliminate Teacher's position at the end of the contract year pursuant to the District's reduction in force policy and Arizona law in effect at the time of reduction in force.

9. If the Base Support Level funding that is made available to the District by the Legislature's budget for 2016-2017 is more than was assumed in the revenue projection in the preliminary budget, or if the District receives additional funds that may be apportioned towards salaries and employee related expenses from whatever source, and the Governing Board, in its sole discretion, agrees to allocate such funds towards salaries and employee related expenses, the Governing Board may do so in the following manner. The Governing Board may, in its sole discretion, increase Teacher's salary by an amount not to exceed five percent (5%) of the Base Salary or may make a one time allocation of funds to Teacher in an amount not to exceed five percent (5%) of the Base Salary to supplement Teacher's Base Salary during the fiscal year. The one time payment may be paid to Teacher in a single payment or in multiple payments at such times as may serve the best financial needs of the District.

10. Should Teacher believe there is a mistake in Teacher's salary resulting in Teacher receiving less than what Teacher would be entitled under the salary schedule, the Teacher shall have thirty (30) days from initiating performance of duties under the Contract to notify the District of the mistake. If Teacher does not notify the District within these thirty (30) days, Teacher waives the right to additional amounts under the current Contract. If the Teacher has received more money than the Teacher is entitled for work performed, or if the Teacher inadvertently receives a benefit at no cost for which the Teacher would ordinarily be required to pay, the Teacher shall, at the District's option (a) immediately repay any amount erroneously paid to the Teacher or immediately pay the District for the value of the benefit received or (b) allow the District to reduce future payments to the Teacher in an amount not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay period in order to

make up for any amount erroneously paid or to repay the value of the benefit received. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

11. Teacher shall be evaluated pursuant to A.R.S §15-537 through use of an evaluation system and instrument adopted and approved for use pursuant to A.R.S. §15-203(A)(38) in effect at the time of evaluation, even though it may differ from the evaluation system that is in place at the time the contract is signed. Teacher specifically agrees that the system and instrument adopted by the District and in effect as of the date of Teacher's first formal observation shall be the system and instrument used to evaluate Teacher for the remainder of the school year except, and to the extent, that any other modification of the evaluation system or instrument is required by law during the course of the year.

12. Teacher understands and agrees that pursuant to A.R.S. §15-537, Teacher may be transferred to a different school within the District or may be precluded from transferring to a different school within the District depending, in part, upon the classification of the Teacher. Any transfer of a Teacher to a different school, a different class, or a different subject area is solely within the discretion of the District in compliance with A.R.S. §15-537 and Policy GCK.

13. Teacher warrants the truth of all representations and statements made by Teacher to District in connection with this Contract as well as those contained in the Teacher's employment application and any other document submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction records. Teacher recognizes that it is a requirement of employment to report to the administration any circumstances or events that would affect the continuing accuracy or validity of those representations. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

14. Pursuant to A.R.S. §15-550, if Teacher is arrested for or charged with any nonappealable offense listed in A.R.S. §41-1758.03(B), Teacher shall immediately report the arrest or charge to Teacher's supervisor. Failure to do so shall result in immediate dismissal.

15. Teacher agrees to teach such grade, grades, or subjects as the Teacher may be assigned to teach. Teacher understands and agrees that there will be occasions requiring Teacher's presence outside of the regular duty hours, and Teacher will be present and perform any assigned duties, any such duties being part of Teacher's obligations under this contract. Teacher agrees to abide by and be subject to the District's policies, regulations, and rules as are in effect or may be amended during the term of this Contract.

16. Pursuant to A.R.S. §15-545, if Teacher resigns without advanced Governing Board approval, the resignation will be deemed to be an unprofessional act that may subject Teacher to disciplinary action by the State Board of Education, up to and including suspension or revocation of the teaching certificate.

17. Teacher recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Teacher does not fulfill the obligations under

this Contract. Teacher and District agree that these expenses, added to the emotional expense to the students who will not have the stability of a single teacher, are difficult to determine and, therefore, that it is appropriate to assess an amount certain as liquidated damages. Teacher and District agree for the purposes of this paragraph, "resigning" and "resignation" shall include Teacher retiring during the school year unless the retired teacher remains in the classroom under a "return to work plan" which serves to retain Teacher in the classroom for the balance of the school year. Teacher and District agree that the liquidated damages which may be assessed against Teacher for resigning, with Governing Board approval, during the term of this Contract shall be in the amount of One Thousand Dollars (\$1,000.00). Furthermore, resignation prior to the termination of this Contract shall in and of itself be considered to be a violation of the Classroom Site Fund Performance Plan, and Teacher shall be entitled to no portion of any funds. By entering into this Contract, Teacher agrees that the District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any money due and owing to Teacher whether from amortized salary, from earned but unpaid performance pay from a prior year, or from any other source, but not to exceed the amount which may be deducted under the Federal Wage Garnishment.

18. To the extent appropriate for the occasion, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and professional development activities/trainings, as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

19. As additional consideration for Teacher's services, the District will allow the Teacher reasonable use of a designated District computer when the Teacher is not on duty and the computer is not reserved for other District use provided that the Teacher agrees in writing to follow District policies governing internet access and computer use and this use does not result in any additional cost to the District. Failure to follow District policies regarding internet access and computer use may result in discipline up to and including termination.

20. This Contract is subject to cancellation pursuant to A.R.S. §38-511.

21. Teacher is hereby notified pursuant to Arizona Administrative Code R7-2-613J that continued employment is expressly conditioned upon teacher possessing either a Structured English Immersion Endorsement, a full English as a Second Language Endorsement, or a full Bilingual Endorsement, unless Teacher has been given a temporary waiver pursuant to Paragraph 1 above.

22. Teacher shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, veteran's status, political affiliation, sexual orientation, or genetic code.

23. The entire agreement between the parties shall consist of this Contract and such fringe benefits as the Governing Board approves for this fiscal year. This Contract shall further consist of and be subject to state and federal laws dealing with education as well as to any additions, revisions, or other changes in such laws which may go into effect during the term of this Contract, just as if the new, revised, or deleted statutes were in place at the time of the signing of this Contract. Any other subsequent amendments or addendum to this Contract must be in writing and signed by both parties.

24. In the event that any covenant, term, condition, or provision of this Contract is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions, and provisions hereof shall remain in full force and effect to the extent permitted by law.

25. **FOR ALL PROBATIONARY TEACHERS**,¹ the District may choose to not reemploy Teacher for a subsequent term without provision of hearing where District has complied with all applicable notice provisions required by A.R.S. §15-536 and, when applicable, §15-538.

26. **FOR ALL INITIAL HIRES**,² on or before the first day of work specified in Paragraph 1, as an initial hire:

- A. If Teacher does not presently possess a regular Arizona Teaching Certificate, Teacher shall have filed, no later than the return of this Contract, an application for certification with the Arizona Department of Education and filed the required supporting documentation and the conditional certificate with the County School Superintendent. The regular certificate must be issued to Teacher and presented to District within three (3) months of the date of commencing employment.
- B. Teacher shall have secured either highly qualified status or a provisional status license. If Teacher has a provisional license and fails to become highly qualified on or before February 13, 2017, this Contract shall be nonrenewed for the reason that Teacher has failed to become highly qualified. This notice shall comply with all legal provisions of nonrenewal without need for any further notification or process as required by A.R.S. §15-536 *et eq.*
- C. District shall have received a positive response from the background investigations/reference checks.
- D. Teacher shall provide District with documentation demonstrating lawful work authorization status.
- E. Teacher shall provide the District proof of immunization for Rubella or Rubeola unless Teacher is subject to one of the exceptions in District policy GBGC and GBGCA.
- F. Initial hire Teachers may be given less than fifteen (15) business days in which to return this Contract. Initial hire must return this Contract within five (5) working days.

27. Teacher must sign this Contract and return it to the District Human Resource's office within fifteen (15) business days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. "Sign," for purposes of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the Contract, does not add any additional terms to the Contract, and is delivered to the Governing Board within the fifteen (15) business days from

¹ Probationary Teacher – a Teacher who has not been employed by the District for more than the major portion of three (3) consecutive school years or who has been returned to probationary status pursuant to A.R.S. §15-536(D). This includes all Initial Hire teachers.

² Initial Hire – a Teacher who is employed by the District as a new hire entering into a first Teacher contract with the District or a Teacher who failed to return a contract within the time limit specified but who desires to be employed by the District.

the date the Contract is received. The date the Contract is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the Teacher's school provided mailbox, including electronic mail, or (3) two days after being placed in a United States postal service mailbox, addressed to the last known address provided by Teacher to the District.

By signing this Contract, Teacher acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

Employee's Signature

Date

Contract Issue Date

Governing Board President

Tolleson Union High School District No. 214
GUIDANCE ADVISOR'S EMPLOYMENT CONTRACT
2016-2017

1. District agrees to employ Advisor during fiscal year 2016-2017. The Contract year for Advisor shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by this Contract shall be extended so as to maintain open schools for the number of days required by the Contract without additional compensation to Advisor. Advisor will be present and perform any and all assigned duties and understands and agrees that there will be occasions requiring Advisor's presence outside of the regular duty hours.

2. Advisor's employment is conditioned upon the possession at all times of a valid Arizona Guidance Counselor certificate for the position being offered and upon satisfactory completion of any and all background checks and fingerprint clearances that may be required. Advisor agrees to use his or her best efforts to faithfully perform all duties assigned by District officials and the Governing Board including, but not limited to, any staff development in Basic Instructional Skills (Effective Elements of Essential Instruction), Classroom Management, Standards Based Assessments, Learning Styles, or other staff development support as determined by the District. Advisor's employment may be terminated if these conditions are not satisfied.

3. Advisor understands and agrees that Advisor is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s), and/or approved area(s) is/are not maintained and in effect and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Advisor for work performed during such period and District may deduct any of that compensation paid to Advisor attributable to such period from any other monies owed to Advisor by District.

In the sole discretion of the District, while Advisor is awaiting fingerprint clearance, certificate(s), and/or endorsements(s) based on a failure to timely renew or during the appeal process for an appealable and non-violent offense, the District may, but is not required to, continue to employ Advisor at the substitute teacher rate, so long as Advisor is accompanied by a person holding a valid fingerprint card at all times when Advisor is in the presence of students. The difference between the salary stated in the Contract and the substitute teacher rate may be used by the District, in part or in whole, to compensate the District for the cost of obtaining the person to accompany the Advisor. In no event shall any part of the difference between the salary stated in the Contract and the substitute teacher rate be returned to Advisor for the period in which Advisor failed to have the appropriate fingerprint clearance once the fingerprint clearance has again been obtained.

4. District agrees to pay Advisor a Base Salary of [AMOUNT] based upon a Full Time Equivalence (FTE) as approved and appropriated by the Governing Board. In the event there is a difference between the salary amount stated here and the amount in the District salary schedule, the salary schedule shall govern, unless such change is brought about by the changes listed in this paragraph and paragraphs 5, 7, 8, and 9. Advisor understands and agrees that the first paycheck Advisor receives for the year will reflect only the days actually worked as of the

date of the first paycheck. Thereafter, the balance of the salary listed above shall be paid in equal pays for the balance of the contract as indicated by the Advisor's annualized pay decision.

If, during the term of this Contract, Advisor retires with the Arizona State Retirement System and returns to work, Advisor must do so via a third party contractor and will be entitled to no employment protections or benefits under this Contract or Title 15 of the Arizona Revised Statutes..

5. In the event that Advisor possesses a valid Arizona teaching certificate, pursuant to A.R.S. §15-977 and provisions of the Classroom Site Fund, the District may or may not receive funds to support supplements to Advisor's Base Salary or which will entitle Advisor to performance pay if the Advisor qualifies under the District's performance pay plan and Arizona law. Advisor expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Advisor eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment. If Advisor does not have a valid Arizona teaching certificate, this paragraph does not apply.

6. Advisor and the District agree that should Advisor not hold and maintain an Arizona teaching certificate, the Governing Board, in its sole discretion, may choose to provide the Advisor with an amount equal to the amount of performance pay received by certificated Advisors so long as Advisor meets all other requirements for the receipt of performance pay under the District's performance pay plan and so long as Advisor is eligible for a portion of the 40% funding under A.R.S. §15-977(H)(1), (3), and (5).

7. Pursuant to A.R.S. §15-977 and provisions of the Classroom Site Fund, the District may or may not receive funds to support supplements to Advisor's Base Salary should Advisor be eligible to receive such supplemental funding or which will entitle Advisor to performance pay if the Advisor qualifies under the District's Performance Pay Plan. Advisor expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Advisor's eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment. Reduction in the funds available under A.R.S. §15-977 under the terms of this paragraph may cause a reduction in salary and/or Advisor's performance pay even if the eventualities listed in paragraph 8 below do not occur.

8. Advisor acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified in paragraph 5 above may be reduced by an amount not to exceed the equivalent of five (5) days' pay, based on a 1.0 FTE, if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2016-2017 fiscal year is less or becomes less than that authorized at the beginning of the 2015-2016 fiscal year; (2) the District fails to receive during the 2016-2017 fiscal year funds in the amount initially budgeted for such year; or (3) the District does not receive funds that, as of April 15, 2016, the District anticipates receiving for use in the 2016-2017 fiscal year from the Arizona legislature or from any federal fund. The Advisor shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. Should such reduced funding occur, the Governing Board may

eliminate Advisor's position at the end of the contract year pursuant to the District's reduction in force policy and Arizona law in effect at the time of reduction in force.

9. If the Base Support Level funding that is made available to the District by the Legislature's budget for 2016-2017 is more than was assumed in the revenue projection in the preliminary budget, or if the District receives additional funds that may be apportioned towards salaries and employee related expenses from whatever source and the Governing Board, in its sole discretion agrees to allocate such funds towards salaries and employee related expenses, the Governing Board may do so in the following manner. The Governing Board may, in its sole discretion, increase Advisor's salary by an amount not to exceed five percent (5%) of the Base Salary or may make a one time allocation of funds to Advisor in an amount not to exceed five percent (5%) of the Base Salary to supplement Advisor's Base Salary during the fiscal year. The one time payment may be paid to Advisor in a single payment or in multiple payments at such times as may serve the best financial needs of the District.

10. Should Advisor believe there is a mistake in Advisor's salary resulting in Advisor receiving less than what Advisor would be entitled under the salary schedule, the Advisor shall have thirty (30) days from initiating performance of duties under the Contract to notify the District of the mistake. If Advisor does not notify the District within these thirty (30) days, Advisor waives the right to additional amounts under the current Contract. If the Advisor has received more money than the Advisor is entitled for work performed, or if the Advisor inadvertently receives a benefit at no cost for which the Advisor would ordinarily be required to pay, the Advisor shall, at the District's option (a) immediately repay any amount erroneously paid to the Advisor or immediately pay the District for the value of the benefit received or (b) allow the District to reduce future payments to the Advisor in an amount not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay period in order to make up for any amount erroneously paid or to repay the value of the benefit received. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

11. Advisor shall be evaluated through use of an evaluation system and instrument adopted and approved for use in effect at the time of evaluation, even though it may differ from the evaluation system that is in place at the time the contract is signed. Advisor specifically agrees that the system and instrument adopted by the District and in effect as of the date of Advisor's first formal observation shall be the system and instrument used to evaluate Advisor for the remainder of the school year, except and to the extent that any other modification of the evaluation system or instrument is required by law during the course of the year. Advisor understands that under the performance evaluation plan, if Advisor also is considered to be a continuing teacher, and if Advisor has been designated in the lowest performance classification for the current school year, then Advisor shall become probationary for the subsequent school year and shall remain probationary until Advisor is either designated in one of the two highest categories or is dismissed or nonrenewed following an unsuccessful completion of a sixty (60) school day improvement plan.

12. Advisor understands and agrees Advisor may be transferred to a different school within the District or may be precluded from transferring to a different school within the District, depending, in part, upon the classification of the Advisor. Any transfer of an Advisor to a different school is solely within the discretion of the District in compliance with Policy GCK.

13. Advisor warrants the truth of all representations and statements made by Advisor to District in connection with this Contract as well as those contained in the Advisor's employment application and any other document submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction records. Advisor recognizes that it is a requirement of employment to report to the administration any circumstances or events that would affect the continuing accuracy or validity of those representations. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at the District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

14. Pursuant to A.R.S. §15-550, if Advisor is arrested for or charged with any nonappealable offense listed in A.R.S. §41-1758.03(B), Advisor shall immediately report the arrest or charge to Advisor's supervisor. Failure to do so shall result in immediate dismissal following an informal due process hearing.

15. Advisor agrees to provide counseling and guidance to students in a professional manner and is subject to such ethical rules and codes as may be applicable to school district Advisors. If the Advisor maintains a valid Arizona teaching certificate, Advisor may be assigned to teach, and to perform such other duties as may be assigned. If Advisor is reassigned to an area in which Advisor is not highly qualified or is not appropriately certified, Advisor shall be given a reasonable time period to achieve such qualification or certification, but not to exceed one school year. Advisor agrees to abide by and be subject to the District's policies, regulations, and rules, as are in effect or may be amended during the term of this Contract.

16. Advisor recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Advisor does not fulfill the obligations under this Contract. Advisor and District agree that these expenses, added to the emotional expense to the students who will not have the stability of a single Advisor are difficult to determine and, therefore, that it is appropriate to assess an amount certain as liquidated damages. Advisor and District agree for the purposes of this paragraph "resigning" and "resignation" shall include Advisor retiring during the school year unless the retired Advisor remains at the school under a "return to work plan" which serves to retain Advisor in the classroom for the balance of the school year. Advisor and District agree that the liquidated damages which may be assessed against Advisor for resigning, with Governing Board approval, during the term of this Contract shall be in the amount of One Thousand Dollars (\$1,000). Furthermore, if Advisor were eligible to receive A.R.S. §15-977 funds, resignation prior to the termination of this Contract shall in and of itself be considered to be a violation of the Classroom Site Fund Performance Plan, and Advisor shall be entitled to no portion of any funds.

17. If Advisor resigns without advanced Governing Board approval, the resignation will be deemed to be an unprofessional act that may subject Advisor to disciplinary action by the State Board of Education, up to and including suspension or revocation of the guidance counselor certification and/or of any valid Arizona teaching certificate held by Advisor in addition to any civil lawsuit for breach of contract.

18. To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings, as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

19. As additional consideration for Advisor's services, the District will allow the Advisor reasonable use of a designated District computer when the Advisor is not on duty and the computer is not reserved for other District use, provided that the Advisor agrees in writing to follow District policies governing internet access and computer use and this use does not result in any additional cost to the District. Failure to follow District policies regarding internet access and computer use may result in discipline up to and including termination.

20. This Contract is subject to cancellation pursuant to A.R.S. §38-511.

21. Advisor shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, veteran's status, political affiliation, or genetic code.

22. The entire agreement between the parties shall consist of this Contract and such fringe benefits as the Governing Board approves for this fiscal year. This agreement shall further consist of and be subject to state and federal laws dealing with education as well as to any additions, revisions, or other changes in such laws which may go into effect during the term of this Contract, just as if the new, revised, or deleted statutes were in place at the time of the signing of this Contract. Any other subsequent amendments or addendum to this Contract must be in writing and signed by both parties.

23. Advisor understands that if Advisor's specific job position has been funded by specific sources of federal, special, or grant funding, then this Contract is expressly contingent upon the District's receipt of said funds for 2016-2017 or continuation of funding through the conclusion of the contract period. If said funds are not received in whole or part by the District, then this Contract shall serve as notice of an intent to nonrenew Advisor at the end of the 2016-2017 contract based on the failure of funding. No further notice shall be required pursuant to A.R.S. §15-536 and §15-544.

24. In the event that any covenant, term, condition, or provision of this Contract is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions, and provisions hereof shall remain in full force and effect to the extent permitted by law.

25. As a Advisor (other than an initial hire Advisor) who has received this Contract prior to the end of the present Contract year, Advisor acknowledges that unless Advisor has received a written notice of nonrenewal of Contract, Advisor has reasonable assurance of employment with the District for the 2016-2017 school year. Advisor, therefore, acknowledges that Advisor is not qualified to receive unemployment insurance over the summer months. If Advisor has not received a reduction in force notice, an intent to nonrenew, or been terminated pursuant to policy, Advisor specifically agrees, and by Advisor's signature below, acknowledges that should Advisor apply for and receive unemployment insurance in direct contravention of

this paragraph, District may deduct the amount of any unemployment insurance it is required to pay from Advisor's salary.

26. **FOR ALL PROBATIONARY ADVISORS,**¹ if Advisor holds an Arizona teaching certificate, the District may choose to not reemploy Advisor for a subsequent term without provision of hearing where District has complied with all applicable notice provisions required by A.R.S. §15-536 and, when applicable, §15-538.

27. **FOR ALL INITIAL HIRES,**² on or before the first day of work specified in Paragraph 1, as an initial hire:

- A. If Advisor does not presently possess a regular Guidance Counselor Certificate, Advisor shall have filed no later than the return of this contract an application for certification with the Arizona Department of Education and filed the required supporting documentation and the conditional certificate with the County School Superintendent. The regular certificate must be issued to Advisor and presented to District within three (3) months of the date of commencing employment.
- B. District shall have received a positive response from the background investigations/reference checks.
- C. Advisor shall provide District with documentation demonstrating lawful work authorization status.
- D. Advisor shall provide the District proof of immunization for Rubella or Rubeola unless Advisor is subject to one of the exceptions in District policy GBGC and GBGCA.

28. Advisor must sign this Contract and return it to the District Human Resource's office within fifteen (15) business days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. "Sign," for purposes of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the Contract, does not add any additional terms to the Contract, and is delivered to the Governing Board within the fifteen (15) business days from the date the contract is received. The date the Contract is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the Advisor's school provided mailbox, including electronic mail, or (3) two days after being placed in a United States postal service mailbox, addressed to the last known address provided by Advisor to the District. Note: If a contract has not been transmitted to Advisor by the end of the current school year, the transmittal of an electronic contract to the Advisor prior to the start of the next school year shall be submitted to both the Advisor's school district e-mail and the Advisor's personal e-mail in order to notify Advisor of the offer of contract. Advisor shall be responsible for submitting his or her personal e-mail to Human Resources personnel at the District for this purpose. Advisor's failure

¹ Probationary Advisors – an Advisor who has not been employed by the District for more than the major portion of three (3) consecutive school years or who has been returned to probationary status pursuant to A.R.S. §15-536(D). This includes all Initial Hire Advisors.

² Initial Hire – an Advisor who is employed by the District as a new hire entering into a first Advisor contract with the District or an Advisor who failed to return a contract within the time limit specified but who desires to be employed by the District.

to submit a personal e-mail to Human Resources shall relieve the District of the duty to transmit the contract to any electronic mail address other than the school provided e-mail address.

By signing this Contract, Advisor acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

Advisor's Signature

Date

Contract Issue Date

Governing Board President

Governing Board Vice President

Tolleson Union High School District No. 214
GUIDANCE ADVISOR DEPARTMENT CHAIR'S EMPLOYMENT CONTRACT
2016-2017

1. District agrees to employ Advisor during fiscal year 2016-2017. The Contract year for Advisor shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by this Contract shall be extended so as to maintain open schools for the number of days required by the Contract without additional compensation to Advisor. Advisor will be present and perform any and all assigned duties and understands and agrees that there will be occasions requiring Advisor's presence outside of the regular duty hours.

2. Advisor's employment is conditioned upon the possession at all times of a valid Arizona Guidance Counselor certificate for the position being offered and upon satisfactory completion of any and all background checks and fingerprint clearances that may be required. Advisor agrees to use his or her best efforts to faithfully perform all duties assigned by District officials and the Governing Board including, but not limited to, any staff development in Basic Instructional Skills (Effective Elements of Essential Instruction), Classroom Management, Standards Based Assessments, Learning Styles, or other staff development support as determined by the District. Advisor's employment may be terminated if these conditions are not satisfied.

3. Advisor understands and agrees that Advisor is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s), and/or approved area(s) is/are not maintained and in effect and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Advisor for work performed during such period and District may deduct any of that compensation paid to Advisor attributable to such period from any other monies owed to Advisor by District.

In the sole discretion of the District, while Advisor is awaiting fingerprint clearance, certificate(s), and/or endorsements(s) based on a failure to timely renew or during the appeal process for an appealable and non-violent offense, the District may, but is not required to, continue to employ Advisor at the substitute teacher rate, so long as Advisor is accompanied by a person holding a valid fingerprint card at all times when Advisor is in the presence of students. The difference between the salary stated in the Contract and the substitute teacher rate may be used by the District, in part or in whole, to compensate the District for the cost of obtaining the person to accompany the Advisor. In no event shall any part of the difference between the salary stated in the Contract and the substitute teacher rate be returned to Advisor for the period in which Advisor failed to have the appropriate fingerprint clearance once the fingerprint clearance has again been obtained.

4. District agrees to pay Advisor a Base Salary based upon a Full Time Equivalence (FTE) as approved and appropriated by the Governing Board. In the event there is a difference between the salary amount stated here and the amount in the District salary schedule, the salary schedule shall govern, unless such change is brought about by the changes listed in this paragraph and paragraphs 5, 7, 8, and 9. Advisor understands and agrees that the first paycheck Advisor receives for the year will reflect only the days actually worked as of the date of the first

paycheck. Thereafter, the balance of the salary listed above shall be paid in equal pays for the balance of the contract as indicated by the Advisor's annualized pay decision.

If, during the term of this Contract, Advisor retires with the Arizona State Retirement System and returns to work, Advisor must do so via a third party contractor and will be entitled to no employment protections or benefits under this Contract or Title 15 of the Arizona Revised Statutes..

5. In the event that Advisor possesses a valid Arizona teaching certificate, pursuant to A.R.S. §15-977 and provisions of the Classroom Site Fund, the District may or may not receive funds to support supplements to Advisor's Base Salary or which will entitle Advisor to performance pay if the Advisor qualifies under the District's performance pay plan and Arizona law. Advisor expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Advisor eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment. If Advisor does not have a valid Arizona teaching certificate, this paragraph does not apply.

6. Advisor and the District agree that should Advisor not hold and maintain an Arizona teaching certificate, the Governing Board, in its sole discretion, may choose to provide the Advisor with an amount equal to the amount of performance pay received by certificated Advisors so long as Advisor meets all other requirements for the receipt of performance pay under the District's performance pay plan and so long as Advisor is eligible for a portion of the 40% funding under A.R.S. §15-977(H)(1), (3), and (5).

7. Pursuant to A.R.S. §15-977 and provisions of the Classroom Site Fund, the District may or may not receive funds to support supplements to Advisor's Base Salary should Advisor be eligible to receive such supplemental funding or which will entitle Advisor to performance pay if the Advisor qualifies under the District's Performance Pay Plan. Advisor expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Advisor's eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment. Reduction in the funds available under A.R.S. §15-977 under the terms of this paragraph may cause a reduction in salary and/or Advisor's performance pay even if the eventualities listed in paragraph 8 below do not occur.

8. Advisor acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified in paragraph 5 above may be reduced by an amount not to exceed the equivalent of five (5) days' pay, based on a 1.0 FTE, if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2016-2017 fiscal year is less or becomes less than that authorized at the beginning of the 2015-2016 fiscal year; (2) the District fails to receive during the 2016-2017 fiscal year funds in the amount initially budgeted for such year; or (3) the District does not receive funds that, as of April 15, 2016, the District anticipates receiving for use in the 2016-2017 fiscal year from the Arizona legislature or from any federal fund. The Advisor shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. Should such reduced funding occur, the Governing Board may

eliminate Advisor's position at the end of the contract year pursuant to the District's reduction in force policy and Arizona law in effect at the time of reduction in force.

9. If the Base Support Level funding that is made available to the District by the Legislature's budget for 2016-2017 is more than was assumed in the revenue projection in the preliminary budget, or if the District receives additional funds that may be apportioned towards salaries and employee related expenses from whatever source and the Governing Board, in its sole discretion agrees to allocate such funds towards salaries and employee related expenses, the Governing Board may do so in the following manner. The Governing Board may, in its sole discretion, increase Advisor's salary by an amount not to exceed five percent (5%) of the Base Salary or may make a one time allocation of funds to Advisor in an amount not to exceed five percent (5%) of the Base Salary to supplement Advisor's Base Salary during the fiscal year. The one time payment may be paid to Advisor in a single payment or in multiple payments at such times as may serve the best financial needs of the District.

10. Should Advisor believe there is a mistake in Advisor's salary resulting in Advisor receiving less than what Advisor would be entitled under the salary schedule, the Advisor shall have thirty (30) days from initiating performance of duties under the Contract to notify the District of the mistake. If Advisor does not notify the District within these thirty (30) days, Advisor waives the right to additional amounts under this current Contract. If the Advisor has received more money than the Advisor is entitled for work performed, or if the Advisor inadvertently receives a benefit at no cost for which the Advisor would ordinarily be required to pay, the Advisor shall, at the District's option (a) immediately repay any amount erroneously paid to the Advisor or immediately pay the District for the value of the benefit received or (b) allow the District to reduce future payments to the Advisor in an amount not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay period in order to make up for any amount erroneously paid or to repay the value of the benefit received. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

11. Advisor shall be evaluated through use of an evaluation system and instrument adopted and approved for use in effect at the time of evaluation, even though it may differ from the evaluation system that is in place at the time the contract is signed. Advisor specifically agrees that the system and instrument adopted by the District and in effect as of the date of Advisor's first formal observation shall be the system and instrument used to evaluate Advisor for the remainder of the school year, except and to the extent that any other modification of the evaluation system or instrument is required by law during the course of the year. Advisor understands that under the performance evaluation plan, if Advisor also is considered to be a continuing teacher, and if Advisor has been designated in the lowest performance classification for the current school year, then Advisor shall become probationary for the subsequent school year and shall remain probationary until Advisor is either designated in one of the two highest categories or is dismissed or nonrenewed following an unsuccessful completion of a sixty (60) school day improvement plan.

12. Advisor understands and agrees Advisor may be transferred to a different school within the District or may be precluded from transferring to a different school within the District, depending, in part, upon the classification of the Advisor. Any transfer of an Advisor to a different school is solely within the discretion of the District in compliance with Policy GCK.

13. Advisor warrants the truth of all representations and statements made by Advisor to District in connection with this Contract as well as those contained in the Advisor's employment application and any other document submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction records. Advisor recognizes that it is a requirement of employment to report to the administration any circumstances or events that would affect the continuing accuracy or validity of those representations. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at the District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

14. Pursuant to A.R.S. §15-550, if Advisor is arrested for or charged with any nonappealable offense listed in A.R.S. §41-1758.03(B), Advisor shall immediately report the arrest or charge to Advisor's supervisor. Failure to do so shall result in immediate dismissal following an informal due process hearing.

15. Advisor agrees to provide counseling and guidance to students in a professional manner and is subject to such ethical rules and codes as may be applicable to school district Advisors. If the Advisor maintains a valid Arizona teaching certificate, Advisor may be assigned to teach, and to perform such other duties as may be assigned. If Advisor is reassigned to an area in which Advisor is not highly qualified or is not appropriately certified, Advisor shall be given a reasonable time period to achieve such qualification or certification, but not to exceed one school year. Advisor agrees to abide by and be subject to the District's policies, regulations, and rules, as are in effect or may be amended during the term of this Contract.

16. Advisor recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Advisor does not fulfill the obligations under this Contract. Advisor and District agree that these expenses, added to the emotional expense to the students who will not have the stability of a single Advisor are difficult to determine and, therefore, that it is appropriate to assess an amount certain as liquidated damages. Advisor and District agree for the purposes of this paragraph "resigning" and "resignation" shall include Advisor retiring during the school year unless the retired Advisor remains at the school under a "return to work plan" which serves to retain Advisor in the classroom for the balance of the school year. Advisor and District agree that the liquidated damages which may be assessed against Advisor for resigning, with Governing Board approval, during the term of this Contract shall be in the amount of One Thousand Dollars (\$1,000). Furthermore, if Advisor were eligible to receive A.R.S. §15-977 funds, resignation prior to the termination of this Contract shall in and of itself be considered to be a violation of the Classroom Site Fund Performance Plan, and Advisor shall be entitled to no portion of any funds.

17. If Advisor resigns without advanced Governing Board approval, the resignation will be deemed to be an unprofessional act that may subject Advisor to disciplinary action by the State Board of Education, up to and including suspension or revocation of the guidance counselor certification and/or of any valid Arizona teaching certificate held by Advisor in addition to any civil lawsuit for breach of contract.

18. To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings, as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

19. As additional consideration for Advisor's services, the District will allow the Advisor reasonable use of a designated District computer when the Advisor is not on duty and the computer is not reserved for other District use, provided that the Advisor agrees in writing to follow District policies governing internet access and computer use and this use does not result in any additional cost to the District. Failure to follow District policies regarding internet access and computer use may result in discipline up to and including termination.

20. This Contract is subject to cancellation pursuant to A.R.S. §38-511.

21. Advisor shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, veteran's status, political affiliation, sexual orientation, or genetic code.

22. The entire agreement between the parties shall consist of this Contract and such fringe benefits as the Governing Board approves for this fiscal year. This agreement shall further consist of and be subject to state and federal laws dealing with education as well as to any additions, revisions, or other changes in such laws which may go into effect during the term of this Contract, just as if the new, revised, or deleted statutes were in place at the time of the signing of this Contract. Any other subsequent amendments or addendum to this Contract must be in writing and signed by both parties.

23. Advisor understands that if Advisor's specific job position has been funded by specific sources of federal, special, or grant funding, then this Contract is expressly contingent upon the District's receipt of said funds for 2016-2017 or continuation of funding through the conclusion of the contract period. If said funds are not received in whole or part by the District, then this Contract shall serve as notice of an intent to nonrenew Advisor at the end of the 2016-2017 contract based on the failure of funding. No further notice shall be required pursuant to A.R.S. §15-536 and §15-544.

24. In the event that any covenant, term, condition, or provision of this Contract is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions, and provisions hereof shall remain in full force and effect to the extent permitted by law.

25. As an Advisor (other than an initial hire Advisor) who has received this Contract prior to the end of the present Contract year, Advisor acknowledges that unless Advisor has received a written notice of nonrenewal of Contract, Advisor has reasonable assurance of employment with the District for the 2016-2017 school year. Advisor, therefore, acknowledges that Advisor is not qualified to receive unemployment insurance over the summer months. If Advisor has not received a reduction in force notice, an intent to nonrenew, or been terminated pursuant to policy, Advisor specifically agrees, and by Advisor's signature below, acknowledges that should Advisor apply for and receive unemployment insurance in direct contravention of

this paragraph, District may deduct the amount of any unemployment insurance it is required to pay from Advisor's salary.

26. **FOR ALL PROBATIONARY ADVISORS**¹ if Advisor holds an Arizona teaching certificate, the District may choose to not reemploy Advisor for a subsequent term without provision of hearing where District has complied with all applicable notice provisions required by A.R.S. §15-536 and, when applicable, §15-538.

27. **FOR ALL INITIAL HIRES**,² on or before the first day of work specified in Paragraph 1, as an initial hire:

- A. If Advisor does not presently possess a regular Guidance Counselor Certificate, Advisor shall have filed no later than the return of this contract an application for certification with the Arizona Department of Education and filed the required supporting documentation and the conditional certificate with the County School Superintendent. The regular certificate must be issued to Advisor and presented to District within three (3) months of the date of commencing employment.
- B. District shall have received a positive response from the background investigations/reference checks.
- C. Advisor shall provide District with documentation demonstrating lawful work authorization status.
- D. Advisor shall provide the District proof of immunization for Rubella or Rubeola unless Advisor is subject to one of the exceptions in District policy GBGC and GBGCA.

28. Advisor must sign this Contract and return it to the District Human Resource's office within fifteen (15) business days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. "Sign," for purposes of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the Contract, does not add any additional terms to the Contract, and is delivered to the Governing Board within the fifteen (15) business days from the date the contract is received. The date the Contract is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the Advisor's school provided mailbox, including electronic mail, or (3) two days after being placed in a United States postal service mailbox, addressed to the last known address provided by Advisor to the District. Note: If a contract has not been transmitted to Advisor by the end of the current school year, the transmittal of an electronic contract to the Advisor prior to the start of the next school year shall be submitted to both the Advisor's school district e-mail and the Advisor's personal e-mail in order to notify Advisor of the offer of contract. Advisor shall be responsible for submitting his or her personal e-mail to Human Resources personnel at the District for this purpose. Advisor's failure

¹ Probationary Advisors – an Advisor who has not been employed by the District for more than the major portion of three (3) consecutive school years or who has been returned to probationary status pursuant to A.R.S. §15-536(D). This includes all Initial Hire Advisors.

² Initial Hire – an Advisor who is employed by the District as a new hire entering into a first Advisor contract with the District or an Advisor who failed to return a contract within the time limit specified but who desires to be employed by the District.

to submit a personal e-mail to Human Resources shall relieve the District of the duty to transmit the contract to any electronic mail address other than the school provided e-mail address.

By signing this Contract, Advisor acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

Advisor's Signature

Date

Contract Issue Date

Governing Board President

Governing Board Vice President

Tolleson Union High School District No. 214
LIBRARIAN'S EMPLOYMENT CONTRACT
2016-2017

1. District agrees to employ Librarian during fiscal year 2016-2017. The contract year for Librarian shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by this Contract shall be extended so as to maintain open schools for the number of days required by the Contract without additional compensation to Librarian. Librarian will be present and perform any and all assigned duties and understands and agrees that there will be occasions requiring Librarian's presence outside of the regular duty hours, for which Librarian will receive no additional compensation.

2. Librarian's employment is conditioned upon the possession at all times of a valid degree from an accredited university in library science and upon satisfactory completion of any and all background checks and fingerprint clearances that may be required. Librarian agrees to hold all requisite certificates and/or endorsements by the commencement date of this Contract. Librarian agrees to use his or her best efforts to faithfully perform all duties assigned by District officials and the Governing Board including, but not limited to, any staff development in Basic Instructional Skills (Effective Elements of Essential Instruction), Classroom Management, Standards Based Assessments, Learning Styles, or other staff development support as determined by the District. Librarian's employment may be terminated if these conditions are not satisfied.

3. Librarian understands and agrees that Librarian is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s), and/or approved area(s) is/are not maintained and in effect; and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Librarian for work performed during such period and District may deduct any of that compensation paid to Librarian attributable to such period from any other monies owed to Librarian by District.

In the sole discretion of the District, while Librarian is awaiting fingerprint clearance, certificate(s), and/or endorsements(s) based on a failure to timely renew or during the appeal process for an appealable and non-violent offense, the District may, but is not required to, continue to employ Librarian, as long as Librarian is accompanied by a person holding a valid fingerprint card at all times when Librarian is in the presence of students. The difference between the salary stated in the Contract and the substitute teacher rate may be used by the District, in part or in whole, to compensate the District for the cost of obtaining the person to accompany the Librarian. In no event shall any part of the difference between the salary stated in the Contract and the substitute teacher rate be returned to Librarian for the period in which Librarian failed to have the appropriate fingerprint clearance once the fingerprint clearance has again been obtained.

4. District agrees to pay Librarian a Base Salary of [AMOUNT] based upon a Full Time Equivalence (FTE) as approved and appropriated by the Governing Board. In the event there is a difference between the salary amount stated here and the amount in the District salary schedule, the salary schedule shall govern, unless such change is brought about by the changes listed in this paragraph and paragraphs 5, 7, 8, and 9. Librarian understands and agrees that the first paycheck Librarian receives for the year will reflect only the days actually worked as of the

date of the first paycheck. Thereafter, the balance of the salary listed above shall be paid in equal pays for the balance of the contract as indicated by the Librarian's annualized pay decision.

If, during the term of this Contract, Librarian retires with the Arizona State Retirement System and returns to work, Librarian must do so via a third party contractor and will be entitled to no employment protections of benefits under this Contract or Title 15 of the Arizona Revised Statutes..

5. In the event that Librarian possesses a valid Arizona teaching certificate, pursuant to A.R.S. §15-977 and provisions of the Classroom Site Fund, the District may or may not receive funds to support supplements to Librarian's Base Salary or which will entitle Librarian to performance pay if the Librarian qualifies under the District's performance pay plan, and Arizona law. Librarian expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Librarian eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment. If Librarian does not have a valid Arizona teaching certificate, this paragraph does not apply.

6. Librarian and the District agree that should Librarian not hold and maintain an Arizona teaching certificate, the Governing Board, in its sole discretion, may choose to provide the Librarian with an amount equal to the amount of performance pay received by certificated Librarians so long as Librarian meets all other requirements for the receipt of performance pay under the District's performance pay plan and so long as Librarian is eligible for a portion of the 40% funding under A.R.S. §15-977(H) (1), (3), and (5).

7. Pursuant to A.R.S. §15-977 and provisions of the Classroom Site Fund, the District may or may not receive funds to support supplements to Librarian's Base Salary should Librarian be eligible to receive such supplemental funding or which will entitle Librarian to performance pay if the Librarian qualifies under the District's Performance Pay Plan. Librarian expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Librarian's eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment. Reduction in the funds available under A.R.S. §15-977 under the terms of this paragraph may cause a reduction in salary and/or Librarian's performance pay even if the eventualities listed in paragraph 8 below do not occur.

8. Librarian acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified in paragraph 5 above may be reduced by an amount not to exceed the equivalent of five (5) days' pay, based on a 1.0 FTE if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2016-2017 fiscal year is less or becomes less than that authorized at the beginning of the 2015-2016 fiscal year; (2) the District fails to receive during the 2016-2017 fiscal year funds in the amount initially budgeted for such year; or (3) the District does not receive funds that, as of April 15, 2016, the District anticipates receiving for use in the 2016-2017 fiscal year from the Arizona legislature or from any federal fund. The Librarian shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. Should such reduced funding occur, the Governing Board may

eliminate Librarian's position at the end of the contract year pursuant to the District's reduction in force policy and Arizona law in effect at the time of reduction in force.

9. If the Base Support Level funding that is made available to the District by the Legislature's budget for 2016-2017 is more than was assumed in the revenue projection in the preliminary budget, or if the District receives additional funds that may be apportioned towards salaries and employee related expenses from whatever source and the Governing Board, in its sole discretion, agrees to allocate such funds towards salaries and employee related expenses, the Governing Board may do so in the following manner. The Board may, in its sole discretion, increase Librarian's salary by an amount not to exceed five percent (5%) of the Base Salary or may make a one time allocation of funds to Librarian in an amount not to exceed five percent (5%) of the Base Salary to supplement Librarian's Base Salary during the fiscal year. The one time payment may be paid to Librarian in a single payment or in multiple payments at such times as may serve the best financial needs of the District.

10. Should Librarian believe there is a mistake in Librarian's salary resulting in Librarian receiving less than what Librarian would be entitled under the salary schedule, the Librarian shall have thirty (30) days from initiating performance of duties under the Contract to notify the District of the mistake. If Librarian does not notify district within these thirty (30) days, Librarian waives the right to additional amounts under the current Contract. If the Librarian has received more money than the Librarian is entitled for work performed, or if the Librarian inadvertently receives a benefit at no cost for which the Librarian would ordinarily be required to pay, the Librarian shall, at the District's option (a) immediately repay any amount erroneously paid to the Librarian or immediately pay the District for the value of the benefit received or (b) allow the District to reduce future payments to the Librarian in an amount not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay period in order to make up for any amount erroneously paid or to repay the value of the benefit received. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

11. Librarian shall be evaluated through use of an evaluation system and instrument adopted and approved for use in effect at the time of evaluation, even though it may differ from the evaluation system that is in place at the time the contract is signed. Librarian specifically agrees that the system and instrument adopted by the District and in effect as of the date of Librarian's first formal observation shall be the system and instrument used to evaluate Librarian for the remainder of the school year, except and to the extent that any other modification of the evaluation system or instrument is required by law during the course of the year.

12. Librarian understands and agrees Librarian may be transferred to a different school within the District or may be precluded from transferring to a different school within the District depending, in part, upon the classification of the Librarian. Any transfer of a Librarian to a different school is solely within the discretion of the District in compliance with Policy GCK.

13. Librarian warrants the truth of all representations and statements made by Librarian to District in connection with this Contract as well as those contained in the Librarian's employment application and any other document submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction records. Librarian

recognizes that it is a requirement of employment to report to the administration any circumstances or events that would affect the continuing accuracy or validity of those representations. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

14. Pursuant to A.R.S. §15-550, if Librarian is arrested for or charged with any nonappealable offense listed in A.R.S. §41-1758.03(B), Librarian shall immediately report the arrest or charge to Librarian's supervisor. Failure to do so shall result in immediate dismissal.

15. Librarian agrees to abide by and be subject to the District's policies, regulations, and rules, as are in effect or may be amended during the term of this Contract.

16. If Librarian resigns without advanced Governing Board approval, the resignation will be deemed to be an unprofessional act that may subject Librarian to a civil suit under breach of contract and/or notification of abandonment of position to future employers upon request for information.

17. Librarian recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Librarian does not fulfill the obligations under this Contract. Librarian and District agree that these expenses, added to the emotional expense to the students who will not have the stability of a single Librarian, are difficult to determine and, therefore, that it is appropriate to assess an amount certain as liquidated damages. Librarian and District agree for the purposes of this paragraph, "resigning" and "resignation" shall include Librarian retiring during the school year unless the retired Librarian remains at the school under a "return to work plan" which serves to retain Librarian in the school for the balance of the school year. Librarian and District agree that the liquidated damages which may be assessed against Librarian for resigning, with Governing Board approval, during the term of this Contract shall be in the amount of One Thousand Dollars (\$1,000). Furthermore, if Librarian was eligible to receive A.R.S. §15-977 funds, resignation prior to the termination of this Contract shall in and of itself be considered to be a violation of the Classroom Site Fund Performance Plan, and Librarian shall be entitled to no portion of any funds.

18. To the extent appropriate for the occasion, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and professional development activities/trainings, as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

19. As additional consideration for Librarian's services, the District will allow the Librarian reasonable use of a designated District computer when the Librarian is not on duty and the computer is not reserved for other District use, provided that the Librarian agrees in writing to follow District policies governing internet access and computer use and this use does not result in any additional cost to the District. Failure to follow District policies regarding internet access and computer use may result in discipline up to and including termination. To the extent that Librarian's use increases the District's cost, the District shall require reimbursement from Librarian.

20. This Contract is subject to cancellation pursuant to A.R.S. §38-511.

21. Librarian shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, veteran's status, political affiliation, sexual orientation or genetic code.

22. The entire agreement between the parties shall consist of this Contract and such fringe benefits as the Governing Board approves for this fiscal year. This Contract shall further consist of and be subject to state and federal laws dealing with education as well as to any additions, revisions, or other changes in such laws which may go into effect during the term of this Contract, just as if the new, revised, or deleted statutes were in place at the time of the signing of this Contract. Any other subsequent amendments or addendum to this Contract must be in writing and signed by both parties.

23. In the event that any covenant, term, condition, or provision of this Contract is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions, and provisions hereof shall remain in full force and effect to the extent permitted by law.

24. FOR ALL INITIAL HIRES,¹ on or before the first day of work specified in Paragraph 1, as an initial hire:

- A. Librarian shall provide proof of a library science degree from an accredited university to the District within three (3) days of the date of commencing employment.
- B. District shall have received a positive response from the background investigations/reference checks.
- C. Librarian shall provide District with documentation demonstrating lawful work authorization status.
- D. Librarian shall provide the District proof of immunization for Rubella or Rubeola unless Librarian is subject to one of the exceptions in District policy GBGC and GBGCA.
- E. Initial hire Librarians may be given less than fifteen (15) business days in which to return this contract. Initial hire must return this contract within five (5) business days.

25. As a Librarian (other than an initial hire Librarian) who has received this Contract prior to the end of the present Contract year, Librarian acknowledges that unless Librarian has received a written notice of nonrenewal of Contract, Librarian has reasonable assurance of employment with the District for the 2016-2017 school year. Librarian, therefore, acknowledges that Librarian is not qualified to receive unemployment insurance over the summer months. If Librarian has not received a reduction in force notice, an intent to nonrenew, or been terminated pursuant to policy, Librarian specifically agrees, and by Librarian's signature below, acknowledges that should Librarian apply for and receives unemployment insurance in direct contravention of this paragraph, District may deduct the amount of any unemployment insurance it is required to pay from Librarian's salary.

¹ Initial Hire – a Librarian who is employed by the District as a new hire entering into a first Librarian contract with the District.

26. Librarian must sign this Contract and return it to the District Human Resource's office within five (5) business days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. "Sign," for purposes of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the contract, does not add any additional terms to the contract, and is delivered to the Governing Board within the five (5) business days from the date the contract is received. The date the contract is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the Librarian's school provided mailbox, including electronic mail, or (3) two days after being placed in a United States postal service mailbox, addressed to the last known address provided by Librarian to the District. Note: If a contract has not been transmitted to Librarian by the end of the current school year, the transmittal of an electronic contract to the Librarian prior to the start of the next school year shall be submitted to both the Librarian's school district e-mail and the Librarian's personal e-mail in order to notify Librarian of the offer of contract. Librarian shall be responsible for submitting his or her personal e-mail to Human Resources personnel at the District for this purpose. Librarian's failure to submit a personal e-mail to Human Resources shall relieve the District of the duty to transmit the contract to any electronic mail address other than the school provided e-mail address.

By signing this Contract, Librarian acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

Librarian's Signature

Date

Contract Issue Date

Governing Board President

Governing Board Vice President

Tolleson Union High School District No. 214
SCHOOL PSYCHOLOGIST'S EMPLOYMENT CONTRACT
2016-2017

1. District agrees to employ Psychologist during fiscal year 2016-2017. The Contract year for Psychologist shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by this Contract shall be extended so as to maintain open schools for the number of days required by the Contract without additional compensation to Psychologist. Psychologist will be present and perform any and all assigned duties and understands and agrees that there will be occasions requiring Psychologist's presence outside of the regular duty hours.

2. Psychologist's employment is conditioned upon the possession at all times of a valid Arizona School Psychologist certificate for the position being offered and upon satisfactory completion of any and all background checks and fingerprint clearances that may be required. Psychologist agrees to use his or her best efforts to faithfully perform all duties assigned by District officials and the Governing Board, including but not limited to, any staff development in Basic Instructional Skills (Effective Elements of Essential Instruction), Classroom Management, Standards Based Assessments, Learning Styles, or other staff development support as determined by the District. Psychologist's employment may be terminated if these conditions are not satisfied.

3. Psychologist understands and agrees that Psychologist is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s), and/or approved area(s) is/are not maintained and in effect and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Psychologist for work performed during such period and District may deduct any of that compensation paid to Psychologist attributable to such period from any other monies owed to Psychologist by District. In the sole discretion of the District, while Psychologist is awaiting fingerprint clearance, certificate(s), and/or endorsements(s) based on a failure to timely renew or during the appeal process for an appealable and non-violent offense, the District may, but is not required to, continue to employ Psychologist at the substitute teacher rate, as long as Psychologist is accompanied by a person holding a valid fingerprint card at all times when Psychologist is in the presence of students. The difference between the salary stated in the Contract and the substitute teacher rate may be used by the District, in part or in whole, to compensate the District for the cost of obtaining the person to accompany the Psychologist. In no event shall any part of the difference between the salary stated in the Contract and the substitute teacher rate be returned to Psychologist for the period in which Psychologist failed to have the appropriate fingerprint clearance once the fingerprint clearance has again been obtained.

4. District agrees to pay Psychologist a Base Salary of __ based upon a Full Time Equivalence (FTE) as approved and appropriated by the Governing Board. In the event there is a difference between the salary amount stated here and the amount in the District salary schedule, the salary schedule shall govern, unless such change is brought about by the changes listed in this paragraph and paragraphs 5, 7, 8, and 9. Psychologist understands and agrees that the first paycheck Psychologist receives for the year will reflect only the days actually worked as of the

date of the first paycheck. Thereafter, the balance of the salary listed above shall be paid in equal pays for the balance of the contract as indicated by the Psychologist's annualized pay decision.

5. In the event that Psychologist possesses a valid Arizona teaching certificate, pursuant to A.R.S. §15-977 and provisions of the Classroom Site Fund, the District may or may not receive funds to support supplements to Psychologist Base Salary or which will entitle Psychologist to performance pay if the Psychologist qualifies under the District's performance pay plan and Arizona law. Psychologist expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Psychologist eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment. If Psychologist does not have a valid Arizona teaching certificate, this paragraph does not apply.

6. Psychologist and the District agree that should Psychologist not hold and maintain an Arizona teaching certificate, the Governing Board, in its sole discretion, may choose to provide the Psychologist with an amount equal to the amount of performance pay received by certificated Psychologists so long as Psychologist meets all other requirements for the receipt of performance pay under the District's performance pay plan and so long as Psychologist is eligible for a portion of the 40% funding under A.R.S. §15-977(H)(1), (3), and (5).

7. Pursuant to A.R.S. §15-977 and provisions of the Classroom Site Fund, the District may or may not receive funds to support supplements to Psychologist's Base Salary should Psychologist be eligible to receive such supplemental funding or which will entitle Psychologist to performance pay if the Psychologist qualifies under the District's Performance Pay Plan. Psychologist expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Psychologist's eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment. Reduction in the funds available under A.R.S. §15-977 under the terms of this paragraph may cause a reduction in salary and/or Psychologist's performance pay even if the eventualities listed in paragraph 8 below do not occur.

8. Psychologist acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified in paragraph 5 above may be reduced by an amount not to exceed the equivalent of five (5) days' pay, based on a 1.0 FTE, if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2016-2017 fiscal year is less or becomes less than that authorized at the beginning of the 2015-2016 fiscal year; (2) the District fails to receive during the 2016-2017 fiscal year funds in the amount initially budgeted for such year; or (3) the District does not receive funds that, as of April 15, 2016, the District anticipates receiving for use in the 2016-2017 fiscal year from the Arizona legislature or from any federal fund. The Psychologist shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. Should such reduced funding occur, the Governing Board may eliminate Psychologist's position at the end of the contract year pursuant to the District's reduction in force policy and Arizona law in effect at the time of reduction in force.

9. If the Base Support Level funding that is made available to the District by the Legislature's budget for 2016-2017 is more than was assumed in the revenue projection in the preliminary budget, or if the District receives additional funds that may be apportioned towards salaries and employee related expenses from whatever source and the Governing Board, in its sole discretion, agrees to allocate such funds towards salaries and employee related expenses, the Governing Board may do so in the following manner. The Governing Board may, in its sole discretion, increase Psychologist's salary by an amount not to exceed five percent (5%) of the Base Salary or may make a one time allocation of funds to Psychologist in an amount not to exceed five percent (5%) of the Base Salary to supplement Psychologist's Base Salary during the fiscal year. The one time payment may be paid to Psychologist in a single payment or in multiple payments at such times as may serve the best financial needs of the District.

10. Should Psychologist believe there is a mistake in Psychologist's salary resulting in Psychologist receiving less than what Psychologist would be entitled under the salary schedule, the Psychologist shall have thirty (30) days from initiating performance of duties under the Contract to notify the District of the mistake. If Psychologist does not notify the district within these thirty (30) days, Psychologist waives the right to additional amounts under the current Contract. If the Psychologist has received more money than the Psychologist is entitled for work performed, or if the Psychologist inadvertently receives a benefit at no cost for which the Psychologist would ordinarily be required to pay, the Psychologist shall, at the District's option (a) immediately repay any amount erroneously paid to the Psychologist or immediately pay the District for the value of the benefit received or (b) allow the District to reduce future payments to the Psychologist in an amount not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay period in order to make up for any amount erroneously paid or to repay the value of the benefit received. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

11. Psychologist shall be evaluated through use of an evaluation system and instrument adopted and approved for use in effect at the time of evaluation, even though it may differ from the evaluation system that is in place at the time the contract is signed. Psychologist specifically agrees that the system and instrument adopted by the District and in effect as of the date of Psychologist's first formal observation shall be the system and instrument used to evaluate Psychologist for the remainder of the school year, except and to the extent that any other modification of the evaluation system or instrument is required by law during the course of the year. Psychologist understands that under the performance evaluation plan, if Psychologist also is considered to be a continuing teacher, and if Psychologist has been designated in the lowest performance classification for the current school year, then Psychologist shall become probationary for the subsequent school year and shall remain probationary until Psychologist is either designated in one of the two highest categories or is dismissed or nonrenewed following an unsuccessful completion of a sixty (60) school day improvement plan.

12. Psychologist understands and agrees Psychologist may be transferred to a different school within the District or may be precluded from transferring to a different school within the District depending, in part, upon the classification of the Psychologist. Any transfer of a Psychologist to a different school is solely within the discretion of the District in compliance with Policy GCK.

13. Psychologist warrants the truth of all representations and statements made by Psychologist to District in connection with this Contract as well as those contained in the Psychologist's employment application and any other document submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction records. Psychologist recognizes that it is a requirement of employment to report to the administration any circumstances or events that would affect the continuing accuracy or validity of those representations. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at the District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

14. Pursuant to A.R.S. §15-550, if Psychologist is arrested for or charged with any nonappealable offense listed in A.R.S. §41-1758.03(B), Psychologist shall immediately report the arrest or charge to Psychologist's supervisor. Failure to do so shall result in immediate dismissal following an informal due process hearing.

15. Psychologist agrees to provide counseling and guidance to students in a professional manner and is subject to such ethical rules and codes as may be applicable to school district Psychologists. If the Psychologist maintains a valid Arizona psychologist certificate, Psychologist may be assigned to teach and to perform such other duties as may be assigned. If Psychologist is reassigned to an area in which Psychologist is not highly qualified or is not appropriately certified, Psychologist shall be given a reasonable time period to achieve such qualification or certification, but not to exceed one school year. Psychologist agrees to abide by and be subject to the District's policies, regulations, and rules as are in effect or may be amended during the term of this Contract.

16. Psychologist recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Psychologist does not fulfill the obligations under this Contract. Psychologist and District agree that these expenses, added to the emotional expense to the students who will not have the stability of a single Psychologist, are difficult to determine and, therefore, that it is appropriate to assess an amount certain as liquidated damages. Psychologist and District agree for the purposes of this paragraph "resigning" and "resignation" shall include Psychologist retiring during the school year unless the retired Psychologist remains at the school under a "return to work plan" which serves to retain Psychologist in the classroom for the balance of the school year. Psychologist and District agree that the liquidated damages which may be assessed against Psychologist for resigning, with Governing Board approval, during the term of this Contract shall be in the amount of One Thousand Dollars (\$1,000). Furthermore, if Psychologist were eligible to receive A.R.S. §15-977 funds, resignation prior to the termination of this Contract shall in and of itself be considered to be a violation of the Classroom Site Fund Performance Plan, and Psychologist shall be entitled to no portion of any funds.

17. If Psychologist resigns without advanced Governing Board approval, the resignation will be deemed to be an unprofessional act that may subject Psychologist to disciplinary action by the State Board of Education, up to and including suspension or revocation of the school psychologist certification and/or of any valid Arizona teaching certificate held by Psychologist in addition to any civil lawsuit for breach of contract.

18. To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings, as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

19. This Contract is subject to cancellation pursuant to A.R.S. §38-511.

20. Psychologist shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, veteran's status, political affiliation, sexual orientation, or genetic code.

21. The entire agreement between the parties shall consist of this Contract and such fringe benefits as the Governing Board approves for this fiscal year. This agreement shall further consist of and be subject to state and federal laws dealing with education as well as to any additions, revisions, or other changes in such laws which may go into effect during the term of this Contract, just as if the new, revised, or deleted statutes were in place at the time of the signing of this Contract. Any other subsequent amendments or addendum to this Contract must be in writing and signed by both parties.

22. Psychologist understands that if Psychologist's specific job position has been funded by specific sources of federal, special, or grant funding, then this Contract is expressly contingent upon the District's receipt of said funds for 2016-2017 or continuation of funding through the conclusion of the contract period. If said funds are not received in whole or part by the District, then this Contract shall serve as notice of an intent to nonrenew Psychologist at the end of the 2016-2017 contract based on the failure of funding. No further notice shall be required pursuant to A.R.S. §15-536 and §15-544.

23. In the event that any covenant, term, condition, or provision of this Contract is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions, and provisions hereof shall remain in full force and effect to the extent permitted by law.

24. As a Psychologist (other than an initial hire Psychologist) who has received this Contract prior to the end of the present Contract year, Psychologist acknowledges that unless Psychologist has received a written notice of nonrenewal of Contract, Psychologist has reasonable assurance of employment with the District for the 2016-2017 school year. Psychologist, therefore, acknowledges that Psychologist is not qualified to receive unemployment insurance over the summer months. If Psychologist has not received a reduction in force notice, an intent to nonrenew, or been terminated pursuant to policy, Psychologist specifically agrees, and by Psychologist's signature below, acknowledges that should Psychologist apply for and receive unemployment insurance in direct contravention of this paragraph, District may deduct the amount of any unemployment insurance it is required to pay from Psychologist's salary, not to exceed the amount which may be deducted under the Federal Wage Garnishment, each pay day until the amount of the unemployment insurance paid by the District is repaid in full.

25. Psychologist must sign this Contract and return it to the District Human Resource's office within thirty (30) days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. "Sign," for purposes of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the Contract, does not add any additional terms to the Contract, and is delivered to the Governing Board within the thirty (30) days from the date the contract is received. The date the contract is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the Psychologist's school provided mailbox, including electronic mail, or (3) two days after being placed in a United States postal service mailbox, addressed to the last known address provided by Psychologist to the District. Note: If a contract has not been transmitted to Psychologist by the end of the current school year, the transmittal of an electronic contract to the Psychologist prior to the start of the next school year shall be submitted to both the Psychologist's school district e-mail and the Psychologist's personal e-mail in order to notify Psychologist of the offer of contract. Psychologist shall be responsible for submitting his or her personal e-mail to Human Resources personnel at the District for this purpose. Psychologist's failure to submit a personal e-mail to Human Resources shall relieve the District of the duty to transmit the contract to any electronic mail address other than the school provided e-mail address.

By signing this Contract, Psychologist acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

Psychologist's Signature

Date

Contract Issue Date

Governing Board President

Governing Board Vice President

Tolleson Union High School District No. 214
SOCIAL WORKER'S EMPLOYMENT CONTRACT
2016-2017

1. District agrees to employ Social Worker during fiscal year 2016-2017. The contract year for Social Worker shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by this Contract shall be extended so as to maintain open schools for the number of days required by the Contract without additional compensation to Social Worker. Social Worker will be present and perform any and all assigned duties and understands and agrees that there will be occasions requiring Social Worker's presence outside of the regular duty hours for which Social Worker will receive no additional compensation.

2. Social Worker's employment is conditioned upon the possession at all times of a valid Arizona Social Worker's certificate for the position being offered and upon satisfactory completion of any and all background checks and fingerprint clearances that may be required. Social Worker agrees to be "highly qualified" in all assigned core academic subjects or as otherwise required by law and to hold all requisite endorsements by the commencement date of this Contract. Social Worker agrees to use his or her best efforts to faithfully perform all duties assigned by District officials and the Governing Board including, but not limited to, any staff development in Basic Instructional Skills (Effective Elements of Essential Instruction), Classroom Management, Standards Based Assessments, Learning Styles, or other staff development support as determined by the District. Social Worker's employment may be terminated if these conditions are not satisfied.

3. Social Worker understands and agrees that Social Worker is not entitled to compensation for any period during which such fingerprint clearance, certificate(s), and/or endorsement(s), and/or approved area(s) is/are not maintained and in effect and, in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Social Worker for work performed during such period, and District may deduct any of that compensation paid to Social Worker attributable to such period from any other monies owed to Social Worker by District.

In the sole discretion of the District, while Social Worker is awaiting fingerprint clearance, certificate(s), and/or endorsement(s) based on a failure to timely renew or during the appeal process for an appealable and non-violent offense, the District may, but is not required to, continue to employ Social Worker at the substitute teacher rate as long as Social Worker is accompanied by a person holding a valid fingerprint card at all times when Social Worker is in the presence of students. The difference between the salary stated in the Contract and the substitute teacher rate may be used by the District, in part or in whole, to compensate the District for the cost of obtaining the person to accompany the Social Worker. In no event shall any part of the difference between the salary stated in the Contract and the substitute teacher rate be returned to Social Worker for the period in which Social Worker failed to have the appropriate fingerprint clearance once the fingerprint clearance has again been obtained.

4. District agrees to pay Social Worker a Base Salary of [AMOUNT] based upon a Full Time Equivalence (FTE) as approved and appropriated by the Governing Board. In the event there is a difference between the salary amount stated here and the amount in the District salary schedule, the salary schedule shall govern, unless such change is brought about by the changes described in paragraphs 5, 6, 7, and 8.

If, during the term of this Contract, Social Worker retires with the Arizona State Retirement System and returns to work, Social Worker must do so via a third party contractor and will be entitled to no employment protections under this Contract or Title 15 of the Arizona Revised Statutes.

5. In addition to salary, Social Worker also shall receive performance pay if Social Worker qualifies for such pay in accordance with the District's Performance Pay Plan and subject to any reduction in Classroom Site Funding as described in paragraph 6 below. The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's Performance Pay Plan and Certified Supplemental Salary Schedule. Social Worker acknowledges that if Social Worker resigns or engages in behavior in violation of state or federal law and/or District policies to the extent that Social Worker is terminated or resigns in lieu of a recommendation that Social Worker be terminated, this shall, in and of itself, be deemed to be a failure of Social Worker to comply with the performance plan and, therefore, results in Social Worker being entitled to no portion of the Classroom Site Fund performance pay. Social Worker shall also receive such fringe benefits as the Governing Board approves for this fiscal year.

6. Pursuant to A.R.S. §15-977 and provisions of the Classroom Site Fund, the District may or may not receive funds to support supplements to Social Worker's Base Salary or which will entitle Social Worker to performance pay if the Social Worker qualifies under the District's Performance Pay Plan. Social Worker expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Social Worker eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment. Reduction in the funds available under A.R.S. §15-977 under the terms of this paragraph may cause a reduction in salary and/or Social Worker's performance pay even if the eventualities listed in paragraph 7 below do not occur.

7. Social Worker acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified in paragraph 4 above may be reduced by an amount not to exceed the equivalent of five (5) days' pay, based on a 1.0 FTE if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2016-2017 fiscal year is less or becomes less than that authorized at the beginning of the 2015-2016 fiscal year; (2) the District fails to receive during the 2016-2017 fiscal year funds in the amount initially budgeted for such year; or (3) the District does not receive funds that, as of April 15, 2016, the District anticipates receiving for use in the 2016-2017 fiscal year from the Arizona legislature or from any federal fund. The Social Worker shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. Should such reduced funding occur, the Governing Board may eliminate Social Worker's position at the end of the contract year pursuant to the District's reduction in force policy and Arizona law in effect at the time of reduction in force.

8. If the Base Support Level funding that is made available to the District by the Legislature's budget for 2016-2017 is more than was assumed in the revenue projection in the preliminary budget, or if the District receives additional funds that may be apportioned towards salaries and employee related expenses from whatever source, and the Governing Board, in its sole discretion, agrees to allocate such funds towards salaries and employee related expenses, the Governing Board may do so in the following manner. The Governing Board may, in its sole discretion, increase Social Worker's salary by an amount not to exceed five percent (5%) of the Base Salary or may make a one time allocation of funds to Social Worker in an amount not to exceed five percent (5%) of the Base Salary to supplement Social Worker's Base Salary during the fiscal year. The one time payment may be paid to Social Worker in a single payment or in multiple payments at such times as may serve the best financial needs of the District.

9. Should Social Worker believe there is a mistake in Social Worker's salary resulting in Social Worker receiving less than what Social Worker would be entitled under the salary schedule, the Social Worker shall have thirty (30) days from initiating performance of duties under the Contract to notify the District of the mistake. If Social Worker does not notify the District within these thirty (30) days, Social Worker waives the right to additional amounts under the current Contract. If the Social Worker has received more money than the Social Worker is entitled for work performed, or if the Social Worker inadvertently receives a benefit at no cost for which the Social Worker would ordinarily be required to pay, the Social Worker shall, at the District's option (a) immediately repay any amount erroneously paid to the Social Worker or immediately pay the District for the value of the benefit received or (b) allow the District to reduce future payments to the Social Worker in an amount not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay period in order to make up for any amount erroneously paid or to repay the value of the benefit received. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

10. Social Worker shall be evaluated pursuant to A.R.S. §15-537 through use of an evaluation system and instrument adopted and approved for use pursuant to A.R.S. §15-203(A)(38) in effect at the time of evaluation even though it may differ from the evaluation system that is in place at the time the Contract is signed. Social Worker specifically agrees that the system and instrument adopted by the District and in effect as of the date of Social Worker's first formal observation shall be the system and instrument used to evaluate Social Worker for the remainder of the school year except, and to the extent, that any other modification of the evaluation system or instrument is required by law during the course of the year.

11. Social Worker understands and agrees that if Social Worker is a continuing Social Worker as defined in A.R.S. §15-538.01, but who has been designated in the lowest performance classification for the current school year, then Social Worker shall become a probationary Social Worker for the subsequent school year and shall remain a probationary Social Worker until Social Worker is either designated in one of the two highest categories or is dismissed or nonrenewed following an unsuccessful completion of a sixty (60) school day improvement plan.

12. Social Worker understands and agrees that pursuant to A.R.S. §15-537, Social Worker may be transferred to a different school within the District or may be precluded from transferring to a different school within the District depending, in part, upon the classification of the Social Worker. Any transfer of a Social Worker to a different school, a different class, or a

different subject area is solely within the discretion of the District in compliance with A.R.S. §15-537 and Policy GCK.

13. Social Worker warrants the truth of all representations and statements made by Social Worker to District in connection with this Contract as well as those contained in the Social Worker's employment application and any other document submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction records. Social Worker recognizes that it is a requirement of employment to report to the administration any circumstances or events that would affect the continuing accuracy or validity of those representations. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

14. Pursuant to A.R.S. §15-550, if Social Worker is arrested for or charged with any nonappealable offense listed in A.R.S. §41-1758.03(B), Social Worker shall immediately report the arrest or charge to Social Worker's supervisor. Failure to do so shall result in immediate dismissal.

15. Social Worker agrees to teach such grade, grades, or subjects as the Social Worker may be assigned to teach. Social Worker understands and agrees that there will be occasions requiring Social Worker's presence outside of the regular duty hours, and Social Worker will be present and perform any assigned duties, any such duties being part of Social Worker's obligations under this Contract. Social Worker agrees to abide by and be subject to the District's policies, regulations, and rules as are in effect or may be amended during the term of this Contract.

16. Pursuant to A.R.S. §15-545, if Social Worker resigns without advanced Governing Board approval, the resignation will be deemed to be an unprofessional act that may subject Social Worker to disciplinary action by the State Board of Education, up to and including suspension or revocation of the teaching certificate.

17. Social Worker recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Social Worker does not fulfill the obligations under this Contract. Social Worker and District agree that these expenses, added to the emotional expense to the students who will not have the stability of a single Social Worker, are difficult to determine, and therefore, that it is appropriate to assess an amount certain as liquidated damages. Social Worker and District agree for the purposes of this paragraph, "resigning" and "resignation" shall include Social Worker retiring during the school year unless the retired Social Worker remains in the classroom under a "return to work plan" which serves to retain Social Worker in the classroom for the balance of the school year. Social Worker and District agree that the liquidated damages which may be assessed against Social Worker for resigning, with Governing Board approval, during the term of this Contract shall be in the amount of One Thousand Dollars (\$1,000.00). Furthermore, resignation prior to the termination of this Contract shall in and of itself be considered to be a violation of the Classroom Site Fund Performance Plan, and Social Worker shall be entitled to no portion of any funds. By entering into this Contract, Social Worker agrees that the District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages

from any money due and owing to Social Worker, whether from amortized salary, from earned but unpaid performance pay from a prior year, or from any other source but not to exceed the amount which may be deducted under the Federal Wage Garnishment.

18. To the extent appropriate for the occasion, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and professional development activities/trainings, as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

19. As additional consideration for Social Worker's services, the District will allow the Social Worker reasonable use of a designated District computer when the Social Worker is not on duty and the computer is not reserved for other District use, provided that the Social Worker agrees in writing to follow District policies governing internet access and computer use and this use does not result in any additional cost to the District. Failure to follow District policies regarding internet access and computer use may result in discipline up to and including termination.

20. This Contract is subject to cancellation pursuant to A.R.S. §38-511.

21. Social Worker is hereby notified pursuant to Arizona Administrative Code R7-2-613J that continued employment is expressly conditioned upon Social Worker possessing either a Structured English Immersion Endorsement, a full English as a Second Language Endorsement, or a full Bilingual Endorsement.

22. Social Worker shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, veteran's status, political affiliation, sexual orientation, or genetic code.

23. The entire agreement between the parties shall consist of this Contract and such fringe benefits as the Governing Board approves for this fiscal year. This Contract shall further consist of and be subject to state and federal laws dealing with education as well as to any additions, revisions, or other changes in such laws which may go into effect during the term of this Contract just as if the new, revised, or deleted statutes were in place at the time of the signing of this Contract. Any other subsequent amendments or addendum to this Contract must be in writing and signed by both parties.

24. In the event that any covenant, term, condition, or provision of this Contract is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions, and provisions hereof shall remain in full force and effect to the extent permitted by law.

25. **FOR ALL PROBATIONARY SOCIAL WORKERS,**¹ the District may choose to not reemploy Social Worker for a subsequent term without provision of hearing where District

¹ Probationary Social Worker – a Social Worker who has not been employed by the District for more than the major portion of three (3) consecutive school years or who has been returned to probationary status pursuant to A.R.S. §15-536(D). This includes all Initial Hire Social Workers.

has complied with all applicable notice provisions required by A.R.S. §15-536 and, when applicable, §15-538.

26. As a Social Worker (other than an initial hire Social Worker) who has received this Contract prior to the end of the present contract year, Social Worker acknowledges that Social Worker has reasonable assurance of employment with the District for the 2016-2017 school year. Social Worker, therefore, acknowledges that Social Worker is not qualified to receive unemployment insurance over the summer months unless Social Worker has received a reduction in force notice, an intent to nonrenew, or been terminated pursuant to statute. Social Worker specifically agrees, and by Social Worker's signature below, acknowledges that should Social Worker apply for and receive unemployment insurance in direct contravention of this paragraph, District may deduct the amount of any unemployment insurance it is required to pay from Social Worker's salary, not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay day until the amount of the unemployment insurance paid by the District is repaid in full.

27. Social Worker must sign this Contract and return it to the District Human Resource's office within fifteen (15) business days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. "Sign," for purposes of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the Contract, does not add any additional terms to the Contract, and is delivered to the Governing Board within the fifteen (15) business days from the date the Contract is received. The date the Contract is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the Social Worker's school provided mailbox, including electronic mail, or (3) two days after being placed in a United States postal service mailbox, addressed to the last known address provided by Social Worker to the District. Note: If a contract has not been transmitted to Social Worker by the end of the current school year, the transmittal of an electronic contract to the Social Worker prior to the start of the next school year shall be submitted to both the Social Worker's District e-mail and the Social Worker's personal e-mail in order to notify Social Worker of the offer of contract. Social Worker shall be responsible for submitting his or her personal e-mail to Human Resources personnel at the District for this purpose. Social Worker's failure to submit a personal e-mail to Human Resources shall relieve the District of the duty to transmit the contract to any electronic mail address other than the school provided e-mail address.

By signing this Contract, Social Worker acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

Social Worker's Signature

Date

Contract Issue Date

Governing Board President

Governing Board Vice President

Tolleson Union High School District No. 214
NURSE'S EMPLOYMENT CONTRACT
2016-2017

1. District agrees to employ Nurse during fiscal year 2016-2017. The contract year for Nurse shall be in accordance with the official calendar adopted by the Governing Board. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by this Contract shall be extended so as to maintain open schools for the number of days required by the Contract without additional compensation to Nurse. Nurse will be present and perform any and all assigned duties and understands and agrees that there will be occasions requiring Nurse's presence outside of the regular duty hours for which Nurse will receive no additional compensation.

2. Nurse's employment is conditioned upon the possession at all times of a valid Arizona Nursing certificate for the position being offered and upon satisfactory completion of any and all background checks and fingerprint clearances that may be required. Nurse agrees to be "highly qualified" in all assigned core academic subjects or as otherwise required by law and to hold all requisite endorsements by the commencement date of this Contract. Nurse agrees to use his or her best efforts to faithfully perform all duties assigned by District officials and the Governing Board including, but not limited to, any staff development in Basic Instructional Skills (Effective Elements of Essential Instruction), Classroom Management, Standards Based Assessments, Learning Styles, or other staff development support as determined by the District. Nurse's employment may be terminated if these conditions are not satisfied.

3. Nurse understands and agrees that Nurse is not entitled to compensation for any period during which such fingerprint clearance, certificate(s), and/or endorsement(s), and/or approved area(s) is/are not maintained and in effect and, in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Nurse for work performed during such period, and District may deduct any of that compensation paid to Nurse attributable to such period from any other monies owed to Nurse by District.

In the sole discretion of the District, while Nurse is awaiting fingerprint clearance, certificate(s), and/or endorsement(s) based on a failure to timely renew or during the appeal process for an appealable and non-violent offense, the District may, but is not required to, continue to employ Nurse at the substitute teacher rate as long as Nurse is accompanied by a person holding a valid fingerprint card at all times when Nurse is in the presence of students. The difference between the salary stated in the Contract and the substitute teacher rate may be used by the District, in part or in whole, to compensate the District for the cost of obtaining the person to accompany the Nurse. In no event shall any part of the difference between the salary stated in the Contract and the substitute teacher rate be returned to Nurse for the period in which Nurse failed to have the appropriate fingerprint clearance once the fingerprint clearance has again been obtained.

4. District agrees to pay Nurse a Base Salary of [AMOUNT] based upon a Full Time Equivalence (FTE) as approved and appropriated by the Governing Board. In the event there is a difference between the salary amount stated here and the amount in the District salary schedule,

the salary schedule shall govern, unless such change is brought about by the changes described in paragraphs 5, 6, 7, and 8.

If, during the term of this Contract, Nurse retires with the Arizona State Retirement System and returns to work, Nurse must do so via a third party contractor and will be entitled to no employment protections or benefits under this Contract or Title 15 of the Arizona Revised Statutes..

5. In addition to salary, Nurse also shall receive performance pay if Nurse qualifies for such pay in accordance with the District's Performance Pay Plan and subject to any reduction in Classroom Site Funding as described in paragraph 6 below. The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's Performance Pay Plan and Certified Supplemental Salary Schedule. Nurse acknowledges that if Nurse resigns or engages in behavior in violation of state or federal law and/or District policies to the extent that Nurse is terminated or resigns in lieu of a recommendation that Nurse be terminated, this shall, in and of itself, be deemed to be a failure of Nurse to comply with the performance plan and, therefore, results in Nurse being entitled to no portion of the Classroom Site Fund performance pay. Nurse shall also receive such fringe benefits as the Governing Board approves for this fiscal year.

6. Pursuant to A.R.S. §15-977 and provisions of the Classroom Site Fund, the District may or may not receive funds to support supplements to Nurse's Base Salary or which will entitle Nurse to performance pay if the Nurse qualifies under the District's Performance Pay Plan. Nurse expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Nurse eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment. Reduction in the funds available under A.R.S. §15-977 under the terms of this paragraph may cause a reduction in salary and/or Nurse's performance pay even if the eventualities listed in paragraph 7 below do not occur.

7. Nurse acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified in paragraph 4 above may be reduced by an amount not to exceed the equivalent of five (5) days' pay, based on a 1.0 FTE if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2016-2017 fiscal year is less or becomes less than that authorized at the beginning of the 2015-2016 fiscal year; (2) the District fails to receive during the 2016-2017 fiscal year funds in the amount initially budgeted for such year; or (3) the District does not receive funds that, as of April 15, 2016, the District anticipates receiving for use in the 2016-2017 fiscal year from the Arizona legislature or from any federal fund. The Nurse shall be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs as a result of this paragraph. Should such reduced funding occur, the Governing Board may eliminate Nurse's position at the end of the contract year pursuant to the District's reduction in force policy and Arizona law in effect at the time of reduction in force.

8. If the Base Support Level funding that is made available to the District by the Legislature's budget for 2016-2017 is more than was assumed in the revenue projection in the preliminary budget, or if the District receives additional funds that may be apportioned towards salaries and employee related expenses from whatever source, and the Governing Board, in its

sole discretion, agrees to allocate such funds towards salaries and employee related expenses, the Governing Board may do so in the following manner. The Governing Board may, in its sole discretion, increase Nurse's salary by an amount not to exceed five percent (5%) of the Base Salary or may make a one time allocation of funds to Nurse in an amount not to exceed five percent (5%) of the Base Salary to supplement Nurse's Base Salary during the fiscal year. The one time payment may be paid to Nurse in a single payment or in multiple payments at such times as may serve the best financial needs of the District.

9. Should Nurse believe there is a mistake in Nurse's salary resulting in Nurse receiving less than what Nurse would be entitled under the salary schedule, the Nurse shall have thirty (30) days from initiating performance of duties under the Contract to notify the District of the mistake. If Nurse does not notify the District within these thirty (30) days, Nurse waives the right to additional amounts under the current Contract. If the Nurse has received more money than the Nurse is entitled for work performed, or if the Nurse inadvertently receives a benefit at no cost for which the Nurse would ordinarily be required to pay, the Nurse shall, at the District's option (a) immediately repay any amount erroneously paid to the Nurse or immediately pay the District for the value of the benefit received or (b) allow the District to reduce future payments to the Nurse in an amount not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay period in order to make up for any amount erroneously paid or to repay the value of the benefit received. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

10. Nurse shall be evaluated pursuant to A.R.S §15-537 through use of an evaluation system and instrument adopted and approved for use pursuant to A.R.S. §15-203(A)(38) in effect at the time of evaluation even though it may differ from the evaluation system that is in place at the time the Contract is signed. Nurse specifically agrees that the system and instrument adopted by the District and in effect as of the date of Nurse's first formal observation shall be the system and instrument used to evaluate Nurse for the remainder of the school year except, and to the extent, that any other modification of the evaluation system or instrument is required by law during the course of the year.

11. Nurse understands and agrees that if Nurse is a continuing nurse as defined in A.R.S. §15-538.01, but who has been designated in the lowest performance classification for the current school year, then Nurse shall become a probationary nurse for the subsequent school year and shall remain a probationary nurse until Nurse is either designated in one of the two highest categories or is dismissed or nonrenewed following an unsuccessful completion of a sixty (60) school day improvement plan.

12. Nurse understands and agrees that pursuant to A.R.S. §15-537, Nurse may be transferred to a different school within the District or may be precluded from transferring to a different school within the District depending, in part, upon the classification of the Nurse. Any transfer of a Nurse to a different school, a different class, or a different subject area is solely within the discretion of the District in compliance with A.R.S. §15-537 and Policy GCK.

13. Nurse warrants the truth of all representations and statements made by Nurse to District in connection with this Contract as well as those contained in the Nurse's employment application and any other document submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction records. Nurse recognizes that it is a

requirement of employment to report to the administration any circumstances or events that would affect the continuing accuracy or validity of those representations. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

14. Pursuant to A.R.S. §15-550, if Nurse is arrested for or charged with any nonappealable offense listed in A.R.S. §41-1758.03(B), Nurse shall immediately report the arrest or charge to Nurse's supervisor. Failure to do so shall result in immediate dismissal.

15. Nurse agrees to teach such grade, grades, or subjects as the Nurse may be assigned to teach. Nurse understands and agrees that there will be occasions requiring Nurse's presence outside of the regular duty hours, and Nurse will be present and perform any assigned duties, any such duties being part of Nurse's obligations under this Contract. Nurse agrees to abide by and be subject to the District's policies, regulations, and rules as are in effect or may be amended during the term of this Contract.

16. Pursuant to A.R.S. §15-545, if Nurse resigns without advanced Governing Board approval, the resignation will be deemed to be an unprofessional act that may subject Nurse to disciplinary action by the State Board of Education, up to and including suspension or revocation of the teaching certificate.

17. Nurse recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Nurse does not fulfill the obligations under this Contract. Nurse and District agree that these expenses, added to the emotional expense to the students who will not have the stability of a single nurse, are difficult to determine, and therefore, that it is appropriate to assess an amount certain as liquidated damages. Nurse and District agree for the purposes of this paragraph, "resigning" and "resignation" shall include Nurse retiring during the school year unless the retired nurse remains in the classroom under a "return to work plan" which serves to retain Nurse in the classroom for the balance of the school year. Nurse and District agree that the liquidated damages which may be assessed against Nurse for resigning, with Governing Board approval, during the term of this Contract shall be in the amount of One Thousand Dollars (\$1,000.00). Furthermore, resignation prior to the termination of this Contract shall in and of itself be considered to be a violation of the Classroom Site Fund Performance Plan, and Nurse shall be entitled to no portion of any funds. By entering into this Contract, Nurse agrees that the District, in addition to any other remedies available to it by law, may deduct all or any portion of the amount of the liquidated damages from any money due and owing to Nurse, whether from amortized salary, from earned but unpaid performance pay from a prior year, or from any other source but not to exceed the amount which may be deducted under the Federal Wage Garnishment.

18. To the extent appropriate for the occasion, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and professional development activities/trainings, as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

19. As additional consideration for Nurse's services, the District will allow the Nurse reasonable use of a designated District computer when the Nurse is not on duty and the computer is not reserved for other District use, provided that the Nurse agrees in writing to follow District policies governing internet access and computer use and this use does not result in any additional cost to the District. Failure to follow District policies regarding internet access and computer use may result in discipline up to and including termination.

20. This Contract is subject to cancellation pursuant to A.R.S. §38-511.

21. Nurse is hereby notified pursuant to Arizona Administrative Code R7-2-613J that continued employment is expressly conditioned upon nurse possessing either a Structured English Immersion Endorsement, a full English as a Second Language Endorsement, or a full Bilingual Endorsement.

22. Nurse shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, veteran's status, political affiliation, sexual orientation, or genetic code.

23. The entire agreement between the parties shall consist of this Contract and such fringe benefits as the Governing Board approves for this fiscal year. This Contract shall further consist of and be subject to state and federal laws dealing with education as well as to any additions, revisions, or other changes in such laws which may go into effect during the term of this Contract just as if the new, revised, or deleted statutes were in place at the time of the signing of this Contract. Any other subsequent amendments or addendum to this Contract must be in writing and signed by both parties.

24. In the event that any covenant, term, condition, or provision of this Contract is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions, and provisions hereof shall remain in full force and effect to the extent permitted by law.

25. **FOR ALL PROBATIONARY NURSES**,¹ the District may choose to not reemploy Nurse for a subsequent term without provision of hearing where District has complied with all applicable notice provisions required by A.R.S. §15-536 and, when applicable, §15-538.

26. As a Nurse (other than an initial hire nurse) who has received this Contract prior to the end of the present contract year, Nurse acknowledges that Nurse has reasonable assurance of employment with the District for the 2016-2017 school year. Nurse, therefore, acknowledges that Nurse is not qualified to receive unemployment insurance over the summer months unless Nurse has received a reduction in force notice, an intent to nonrenew, or been terminated pursuant to statute. Nurse specifically agrees, and by Nurse's signature below, acknowledges that should Nurse apply for and receive unemployment insurance in direct contravention of this paragraph, District may deduct the amount of any unemployment insurance it is required to pay from Nurse's salary, not to exceed the amount which may be deducted under the Federal Wage

¹ Probationary Teacher – a Teacher who has not been employed by the District for more than the major portion of three (3) consecutive school years or who has been returned to probationary status pursuant to A.R.S. §15-536(D). This includes all Initial Hire teachers.

Garnishment each pay day until the amount of the unemployment insurance paid by the District is repaid in full.

27. Nurse must sign this Contract and return it to the District Human Resource's office within fifteen (15) business days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. "Sign," for purposes of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the Contract, does not add any additional terms to the Contract, and is delivered to the Governing Board within the fifteen (15) business days from the date the Contract is received. The date the Contract is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the nurse's school provided mailbox, including electronic mail, or (3) two days after being placed in a United States postal service mailbox, addressed to the last known address provided by Nurse to the District. Note: If a contract has not been transmitted to Nurse by the end of the current school year, the transmittal of an electronic contract to the Nurse prior to the start of the next school year shall be submitted to both the Nurse's District e-mail and the Nurse's personal e-mail in order to notify Nurse of the offer of contract. Nurse shall be responsible for submitting his or her personal e-mail to Human Resources personnel at the District for this purpose. Nurse's failure to submit a personal e-mail to Human Resources shall relieve the District of the duty to transmit the contract to any electronic mail address other than the school provided e-mail address.

By signing this Contract, Nurse acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

Nurse's Signature

Date

Contract Issue Date

Governing Board President

Governing Board Vice President

**Tolleson Union High School District No. 214
MARINE JUNIOR RESERVE OFFICER TRAINING CORPS
INSTRUCTOR'S EMPLOYMENT CONTRACT
2016-2017**

1. District agrees to employ Instructor for two hundred and five (205) work days during fiscal year 2016-2017, which shall be the equivalent of a ten (10) month contract. The Instructor contract year of two hundred and five (205) work days shall include: 1) the official calendar adopted by the Governing Board, a period of one hundred and eighty-five (185) work days commencing on July 27, 2016 and ending on May 26, 2016 and 2) the remaining twenty (20) work days which shall be used to perform the necessary functions of the Marine Corps in preparing classes and equipment prior to the beginning of the regular school calendar year; in carrying out any summer camp program; and in performing those tasks deemed necessary by the Marine Corps following the conclusion of the regular school calendar year. Ten (10) of the remaining twenty (20) days are to be taken in this manner: five (5) days before all teachers report back to work and five (5) days after the last day of school for all teachers. The dates when the final ten (10) days are to be worked while conducting the summer camp program shall be determined by the MJROTC instructor and site administrator. If, however, an emergency or other circumstance as determined and declared by the Governing Board or its authorized designee delays the opening or requires the closing of the schools, the period of time covered by this Contract shall be extended so as to maintain open schools for the number of days required by the Contract without additional compensation to Instructor. Instructor will be present and perform any and all assigned duties and understands and agrees that there will be occasions requiring Instructor's presence outside of the regular duty hours for which Instructor shall not receive additional compensation.

2. Instructor's employment is conditioned upon the possession at all times of a valid Arizona MJROTC Instructor's certificate pursuant to Arizona Administrative Code R7-2-614(G) for the position being offered, possession of those requirements mandated by 10 U.S.C §§2031 *et seq.* and upon satisfactory completion of any and all background checks and fingerprint clearances that may be required. Instructor agrees to be "highly qualified" in all assigned subjects or as otherwise required by state or federal law and to hold all requisite endorsements by the commencement date of this Contract. Instructor agrees to use his or her best efforts to faithfully perform all duties assigned by District officials and the Governing Board including, but not limited to, any staff development in Basic Instructional Skills (Effective Elements of Essential Instruction), Classroom Management, Standards Based Assessments, Learning Styles, or other staff development support as determined by the District. Instructor's employment may be terminated if these conditions are not satisfied.

3. Instructor understands and agrees that Instructor is not entitled to compensation for any period during which such fingerprint clearance, certificate(s) and/or endorsement(s), and/or approved area(s) is/are not maintained and in effect; and in addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Instructor for work performed during such period and District may deduct any of the salary erroneously paid to Instructor attributable to such period from any other monies owed to Instructor by District.

Should Instructor's fingerprint clearance, certificates(s), and/or endorsement(s) lapse during the term of the Contract or should the fingerprint clearance card be revoked for an appealable and non-violent offense, the District, in its sole discretion, may continue to employ Instructor at the daily substitute teacher rate while Instructor is awaiting fingerprint clearance. Instructor shall be accompanied by a person holding a valid fingerprint clearance at all times when Instructor is in the presence of students. In no event shall any part of the difference between the salary stated in the Contract and the daily substitute teacher rate be returned to Instructor for the period in which Instructor failed to have the appropriate fingerprint clearance once the fingerprint clearance has again been obtained.

4. District agrees to pay Instructor a Base Salary of [AMOUNT] based upon a Full Time Equivalence (FTE) as approved and appropriated by the Governing Board and the Marine Corps contract with the District. As a "certificated teacher" pursuant to the Arizona Administrative Code, Instructor shall also receive performance pay if Instructor otherwise qualifies for such pay in accordance with the District's Performance Pay Plan, unless such change is brought about by the changes described in paragraphs 5, 6, 7, and 8. Instructor's pay shall be made in equal payments throughout the school year pursuant to the annualized pay plan selected by the Instructor.

5. In addition to salary, Instructor also shall receive performance pay if Instructor qualifies for such pay in accordance with the District's Performance Pay Plan and subject to any reduction in Classroom Site Funding as described in paragraph 6 below. The amount of performance pay and the method and timing of payment of performance pay shall be as specified in the District's Performance Pay Plan and Certified Supplemental Salary Schedule. Instructor acknowledges that if Instructor resigns or engages in behavior in violation of state or federal law and/or District policies to the extent that Instructor is terminated or resigns in lieu of a recommendation that Instructor be terminated, this shall, in and of itself, be deemed to be a failure of Instructor to comply with the performance plan and, therefore, results in Instructor being entitled to no portion of the Classroom Site Fund performance pay. Instructor shall also receive such fringe benefits as the Governing Board approves for this fiscal year.

6. Pursuant to A.R.S. §15-977 and provisions of the Classroom Site Fund, the District may or may not receive funds to support supplements to Instructor's Base Salary or which will entitle Instructor to performance pay if the Instructor maintains a valid Arizona teaching certificate and otherwise qualifies under the District's performance pay plan. Instructor expressly acknowledges that total pay will depend upon allocation of the Classroom Site Funds, amount of Classroom Site Funds received, if any, and Instructor eligibility. Payments associated with the Classroom Site Fund may be paid only if the balance in the applicable Site Fund account is sufficient to support the payment.

7. Instructor acknowledges and agrees that at any time after execution of this Contract, the Base Salary specified in paragraph 4 above may be reduced by an amount not to exceed the equivalent of five (5) days' pay, based on a 1.0 FTE if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2016-2017 fiscal year is less or becomes less than that authorized at the

beginning of the 2015-2016 fiscal year; (2) the District fails to receive during the 2016-2017 fiscal year funds in the amount initially budgeted for such year; or (3) the District does not receive funds that, as of April 15, 2016, the District anticipates receiving for use in the 2016-2017 fiscal year from the Arizona legislature or from any federal fund. In no event, however, shall Instructor's salary fall below the minimum pay rate required by the Marine Corps. The Instructor will be given not fewer than ten (10) calendar days' notice of any reduction in Base Salary that occurs pursuant to this paragraph. Should such reduced funding occur, the governing Board may eliminate Instructor's position at the end of the contract year pursuant to the District's reduction in force policy and Arizona law in effect at the time of reduction in force.

8. If the Base Support Level funding that is made available to the District by the Legislature's budget for 2016-2017 is more than was assumed in the revenue projection in the preliminary budget or if the District receives additional funds that may be apportioned towards salaries and employee related expenses from whatever source and the Governing Board, in its sole discretion agrees to allocate such funds towards salaries and employee related expenses, the Governing Board may do so in the following manner. The Board may, in its sole discretion, increase Instructor's salary by an amount not to exceed five percent (5%) of the Base Salary or may make a one time allocation of funds to Instructor in an amount not to exceed five percent (5%) of the Base Salary to supplement Instructor's Base Salary during the fiscal year. The one time payment may be paid to Instructor in a single payment or in multiple payments at such times as may serve the best financial needs of the District. Due to the requirements for additional pay which may occur because of the Instructor's unique funding conditions under the District's contract with the United States Marine Corps and because those additional funding requirements to Instructor do not equally apply to other non-military teachers within the District, the District may, in its sole discretion, use all or a portion of any additional funding toward payment of the additional amounts required to be paid to Instructor pursuant to Paragraph 9 below.

9. If the United States Government increases the pay of military personnel which requires an increase in pay to MJROTC personnel or if Instructor, pursuant to federal law, receives any increase in salary based upon years in service, District shall increase the amount of pay due and owing under this Contract to the amount required by federal law; on the other hand, should sequester or other federal government funding cuts reduce the amount of pay required to be made to military personnel which requires a similar cut in pay to MJROTC personnel, the Contract pay amount shall be similarly decreased to reflect the loss of pay required by federal law.

10. Should Instructor believe there is a mistake in Instructor's Base Salary resulting in Instructor receiving less than what Instructor would be entitled under Federal law, the contract with the United States Marine Corps, or District salary schedule, the Instructor shall have thirty (30) days from initiating performance of duties under the Contract to notify the District of the mistake. If Instructor does not notify the District within these thirty (30) days, Instructor waives the right to additional amounts under the current Contract. If the Instructor has received more money than the Instructor is entitled for work performed, or receives additional benefits to which Instructor is not entitled without paying the District, Instructor shall, at the District's option (a) immediately repay any amount erroneously paid to the Instructor or immediately pay the District

for the value of the benefit received or (b) allow the District to reduce future payments to the Instructor in an amount not to exceed the amount which may be deducted under the Federal Wage Garnishment each pay period in order to make up for any amount erroneously paid or to repay the value of the benefit received. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

11. Instructor warrants the truth of all representations and statements made by Instructor to District in connection with this Contract as well as those contained in the Instructor's employment application and any other document submitted to the District concerning qualifications, fitness to teach, and representations about arrest and conviction records. Instructor recognizes that it is a requirement of employment to report to the administration any circumstances or events that would affect the continuing accuracy or validity of those representations. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.

12. Pursuant to A.R.S. §15-550, if Instructor is arrested for or charged with any nonappealable offense listed in A.R.S. §41-1758.03(B), Instructor shall immediately report the arrest or charge to Instructor's supervisor. Failure to do so shall result in immediate dismissal following an informal due process hearing.

13. Instructor agrees to teach such grade, grades, or subjects within the Marine Corps Junior Reserved Officer Training Corps curriculum as the Instructor may be assigned to teach, and to perform such other duties as may be assigned. Instructor agrees to abide by and be subject to the District's policies, regulations, and rules, as are in effect or may be amended during the term of this Contract.

14. Instructor recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Instructor does not fulfill the obligations under this Contract. Instructor and District agree that these expenses, added to the emotional expense to the students who will not have the stability of a single Instructor, are difficult to determine and, therefore, that it is appropriate to assess an amount certain as liquidated damages. Instructor and District agree that the liquidated damages which may be assessed against Instructor for resigning, with Governing Board approval, during the term of this Contract shall be in the amount of One Thousand Dollars (\$1,000).

15. If Instructor resigns without advanced Governing Board approval, the resignation will be deemed to be an unprofessional act that may subject Instructor to disciplinary action by the State Board of Education and/or the Marine Corps.

16. To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

17. As additional consideration for Instructor's services, the District will allow the Instructor reasonable use of a designated District computer when the Instructor is not on duty and the computer is not reserved for other District use, provided that the Instructor agrees in writing to follow District policies governing internet access and computer use and this use does not result in any additional cost to the District. Failure to follow District policies regarding internet access and computer use may result in discipline up to and including termination.

18. This Contract is subject to cancellation pursuant to A.R.S. §38-511.

19. Instructor shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, veteran's status, political affiliation, sexual orientation, or genetic code.

20. The entire agreement between the parties shall consist of this Contract and such fringe benefits as the Governing Board approves for this fiscal year. Instructors shall not be entitled to paid vacation days nor to any right of accumulation of vacation days reimbursable by the District which differ in any manner from benefits offered to Professional Staff under Policy GCCA. Any subsequent amendment or addendum to this Contract must be in writing and signed by both parties.

21. If Instructor is a non-continuing Instructor with the District, Instructor agrees that if Instructor's specific job position has been funded by specific sources of federal, special, or grant funding, then this Contract is expressly contingent upon the District's receipt of said funds for 2015-2016 or continuation of funding through the conclusion of the contract period. If said funds are not received in whole or part by the District, then this Contract shall serve as notice of an intent to nonrenew Instructor at the end of the 2016-2017 contract based on the failure of funding. No further notice shall be required pursuant to A.R.S. §15-536 and §15-544.

22. In the event that any covenant, term, condition, or provision of this Contract is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions, and provisions hereof shall remain in full force and effect to the extent permitted by law.

23. An Instructor may maintain a valid Arizona teaching certificate and/or given Instructor's role with the MJROTC program, the District and Instructor agree that should Instructor be evaluated as a certificated teacher, then the following shall apply:

- A. Instructor shall be evaluated pursuant to A.R.S §15-537 through use of an evaluation system and instrument adopted and approved for use pursuant to A.R.S. §15-203(A)(38) in effect at the time of evaluation, even though it may differ from the evaluation system that is in place at the time the contract is signed. Instructor specifically agrees that the system and instrument adopted by the District and in effect as of the date of Instructor's first formal observation shall be the system and instrument used to evaluate Instructor for the remainder of the school year, except and

to the extent that any other modification of the evaluation system or instrument is required by law during the course of the year.

- B. Instructor understands and agrees that if Instructor is a continuing teacher as defined in A.R.S. §15-538.01, but who has been designated in the lowest performance classification for the current school year, then Instructor shall become a probationary teacher for the subsequent school year and shall remain a probationary teacher until Instructor is either designated in one of the two highest categories or is dismissed or non-renewed following an unsuccessful completion of a forty-five (45) school day improvement plan.

24. Instructor understands and agrees that pursuant to A.R.S. §15-537, Instructor may be transferred to a different school within the District or may be precluded from transferring to a different school within the District, depending, in part, upon the classification of the Instructor. Any transfer of an Instructor to a different school is solely within the discretion of the District in compliance with A.R.S. §15-537 and Policy GCK.

25. By signing this Contract, Instructor acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract. The execution of this Contract was authorized at a legally convened meeting of the Governing Board. This Contract cancels and supersedes all prior employment contracts between the parties.

26. **FOR ALL PROBATIONARY TEACHERS,**¹ the District may choose to not reemploy Teacher for a subsequent term without provision of hearing where District has complied with all applicable notice provisions required by A.R.S. §15-536 and, when applicable, §15-538.

27. **FOR ALL INITIAL HIRES,**² on or before the first day of work specified in Paragraph 1, as an initial hire:

- A. If Teacher does not presently possess a regular Arizona Teaching Certificate, Teacher shall have filed no later than the return of this Contract an application for certification with the Arizona Department of Education and filed the required supporting documentation and the conditional certificate with the County School Superintendent. The regular certificate must be issued to Teacher and presented to District within three months of the date of commencing employment.

¹ Probationary Teachers – a Teacher who has not been employed by the District for more than the major portion of three (3) consecutive school years or who has been returned to probationary status pursuant to A.R.S. §15-536(D). This includes all Initial Hire Teachers.

² Initial Hire – a Teacher who is employed by the District as a new hire entering into a first Teacher contract with the District or a Teacher who failed to return a contract within the time limit specified but who desires to be employed by the District.

- B. Teacher shall have secured either highly qualified status or a provisional status license. If Teacher has a provisional license and fails to become highly qualified on or before February 13, 2017, this Contract shall be nonrenewed for the reason that Teacher has failed to become highly qualified. This notice shall comply with all legal provisions of nonrenewal without need for any further notification or process as required by A.R.S. §15-536 *et seq.*
- C. District shall have received a positive response from the background investigations/reference checks.
- D. Teacher shall provide District with documentation demonstrating lawful work authorization status.
- E. Teacher shall provide the District proof of immunization for Rubella or Rubeola unless Teacher is subject to one of the exceptions in District policy GBGC and GBGCA.
- F. Initial Hire Teachers may be given less than fifteen (15) business days in which to return this Contract. Notwithstanding the deadline set out in Paragraph 28 of this Contract, Initial Hire Teachers must return this contract within five (5) days.

28. Instructor must sign this Contract and return it to the District Human Resource's office within fifteen (15) business days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. "Sign," for purposes of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the Contract, does not add any additional terms to the Contract, and is delivered to the Governing Board within the fifteen (15) business days from the date the contract is received. The date the Contract is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the Instructor's school provided mailbox, including electronic mail, or (3) two days after being placed in a United States postal service mailbox, addressed to the last known address provided by Instructor to the District. Note: If a contract has not been transmitted to Instructor by the end of the current school year, the transmittal of an electronic contract to the Instructor prior to the start of the next school year shall be submitted to both the Instructor's school district e-mail and the Instructor's personal e-mail in order to notify Instructor of the offer of contract. Instructor shall be responsible for submitting his or her personal e-mail to Human Resources personnel at the District for this purpose. Instructor's failure to submit a personal e-mail to Human Resources shall relieve the District of transmitting the contract to any electronic mail address other than the school provided e-mail address.

By signing this Contract, Instructor acknowledges reading this Contract and specifically agrees to comply with all terms in the Contract.

Instructor's Signature

Date

Contract Issue Date

Governing Board President

Governing Board Vice President

Tolleson Union High School District No. 214
NOTICE OF EMPLOYMENT
(At-Will Employment)
2016-2017

You are hereby notified that, pursuant to action taken at a meeting of the Tolleson Union High School District No. 214 Governing Board, your employment with the District has been authorized by the Governing Board.

The effective date of your employment upon your acceptance of this Notice of Employment shall be the date listed on page three of this contract. Your hourly rate of pay, scheduled hours per day, and calendar type are also listed on page three of this contract. You shall be entitled to receive employment benefits in accordance with the employee benefit policies that apply to your specific position with the District. To the extent appropriate for the occasion and as part of your compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings, as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

Your signature below signifies that you have read and understood this Notice of Employment and agree to abide by the terms set forth below:

1. You shall use your best efforts to faithfully perform all duties assigned to you by those with authority to assign such duties.
2. You shall comply with all federal, state, and local laws applicable to your position and your employment with the District.
3. You shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, veteran's status, political affiliation, sexual orientation, or genetic code.
4. You shall receive satisfactory clearance through the federal E-Verify program.
5. You shall comply with the requirements of your job description, Governing Board Policies, and related Administrative Regulations. One of these job requirements is that, other than an emergency situation, you will not perform overtime work without receiving prior approval from your supervisor or building administrator. If you do perform overtime work when there is no emergency or when you did not get prior approval from your supervisor or building administrator, you will be paid for the overtime work, but you will also be subject to discipline up to and including possible termination.
6. This appointment is contingent upon final approval of the 2016-2017 budget as required by Arizona Law (A.R.S. §15-905). The hourly wage stated above is subject to the condition that funding to the District is not reduced. In the event of a budget shortfall, the Governing Board may, in its discretion, reduce your wages (although not below the minimum wage), reduce your hours, or reduce the number of staff. If the Governing Board reduces hours, it will not reduce the hours more than the equivalent of five (5) days' pay based on a 1.0 FTE.

The District will give you at least ten (10) working days' notice of any reduction of wages, hours, or staff.

7. If the funding that is made available to the District by the Legislature's budget for 2016-2017 is more than was assumed in the Governing Board's preliminary budget for 2016-2017, or if, through savings, more funds are available in the Maintenance and Operation budget than originally projected, or if additional funding is provided to the District from any federal or state source which may be used for salaries, benefits, and/or employee related expenses, the Governing Board may, in its sole discretion, use a percent of the difference between the amount actually provided and the amount budgeted to provide Employee with a one-time payment not to exceed the equivalent of five (5) days' pay based on a 1.0 FTE.

8. The hourly rate stated above is intended to correspond to your hourly rate as determined by your training and experience for your position that is on record with the District. Should you discover that the sum you are being paid does not correspond to your placement, you shall have thirty (30) days from initiating performance of duties under the Notice of Employment to notify the District of the mistake or you will be deemed to have waived the error. The District will notify you of any errors it discovers as well. If an error is due to a clerical error in preparing the Notice of Appointment or due to a mutual mistake by the parties, this Notice of Employment shall be amended to reflect the correct amount. If you are entitled to receive additional pay, the District shall pay you the amount you would have received up to the date of the payment had the error not been made or shall increase subsequent paychecks by a prorated portion of the remaining difference between the original and corrected sum. On the other hand, if you received more money than that to which you are entitled or if the District failed to charge you for a benefit that you would ordinarily be required to pay the District, such as dependent health coverage, you shall, at the District's option: (1) immediately repay any amounts erroneously paid to you or on your behalf; or (2) be deemed to have authorized the District to reduce future payments to you to make up for any amounts erroneously paid.

9. If driving is required as part of your position description, you must maintain a valid driver's license and/or a CDL to operate a school vehicle at all times while employed by the District. The District shall be entitled to review your driving record periodically with the Arizona Department of Motor Vehicles and will do so.

10. You certify that in addition to signing a separate affidavit attesting to the same, you have not been convicted of any offenses as defined in A.R.S. §13-604.01 or §15-512, nor have you admitted to the same in open court or pursuant to a plea agreement, nor are you awaiting trial regarding the same. You must immediately notify the Superintendent if you are convicted of any offense defined in A.R.S. §15-512 or admit in open court to pursuant to a plea agreement to any such offense in the future while you are employed by the District. Pursuant to A.R.S. §15-550, if you are arrested for or charged with any nonappealable offense listed in A.R.S. §41-1758.03(B), you shall immediately report the arrest or charge to your supervisor. Failure to do so shall result in immediate dismissal.

11. If, during the term of this Notice of Employment, you retire with the Arizona State Retirement System (ASRS) and return to work under ASRS provisions, the District shall, pursuant to A.R.S. §38-766.02, deduct the alternative contribution rate from your wages.

Pursuant to A.R.S. §38-766.01, you shall not accrue credited service, retirement benefits, or be entitled to long term disability program benefits.

12. Your employment with the District is at-will. This means that you are entitled to terminate your employment with the District for any reason or for no reason, with or without advance notice. It also means that you have no right of continued employment with the District. In accordance with Governing Board Policy GDB, the employment of an at-will employee may be terminated by action of the Governing Board for any reason or for no reason, with or without advance notice, as the Governing Board desires. No employee or Governing Board member has the authority to make any agreement or contract to the contrary. No District Policy or Administration Regulation or item within any District handbook is intended to, and shall not operate to, create any property or contract rights inconsistent with your at-will employment status. Any reference to a term of employment is solely for ease in bookkeeping and does not serve to create a contract or a term employment.

13. This Notice of Appointment also serves as the District's notice of intent to re-employ you at the beginning of the next school year. This means that you are not entitled to file for unemployment insurance over the summer. If you do apply for unemployment over the summer claiming you were laid off by the District, you will be considered to have committed fraud against the District and will be subject to discipline and a requirement to reimburse the District for any funds it may be required to pay any portion of your claim or to defend against your claim.

14. In the event that any covenant, term, condition, or provision of your Notice of Appointment is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from the rest of the Notice of Appointment and the remaining terms, conditions, and provisions shall remain in full force and effect to the extent permitted by law.

15. You must sign this Notice of Appointment and return it to the District Human Resource's office within five (5) business days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. "Sign," for purposes of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the Notice of Appointment, does not add any additional terms to the Notice of Appointment, and is delivered to the Governing Board within the five (5) business days from the date the Notice of Appointment is received. The date the Notice of Appointment is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the your school provided mailbox if you have one, including electronic mail, or (3) two days after being placed in a United States postal service mailbox, addressed to your last known address that you provided to the District. Note: If a notice of appointment has not been transmitted to you by the end of the current school year, the transmittal of an electronic notice of appointment to you prior to the start of the next school year shall be submitted to both your school district e-mail and your personal e-mail in order to notify you of the offer of employment. You are responsible for submitting your personal e-mail to Human Resources personnel at the District for this purpose. If you fail to submit a personal e-mail to Human Resources, the District does not have the duty to transmit the Notice of Appointment to you by any electronic mail address other than the school provided e-mail address.

Employee Signature

Date

Issue Date

Governing Board President

Governing Board Vice President

**Tolleson Union High School District No. 214
RETURNING RETIREE NOTICE OF EMPLOYMENT
(At-Will Employment)
2016-2017**

You are hereby notified that, pursuant to action taken at a meeting of the Tolleson Union High School District No. 214 Governing Board your employment with the District has been authorized by the Governing Board.

As a returned retiree ("Retired Member"), you specifically acknowledge and affirm the following written provisions:

- a. **Retired Member has attained normal retirement age.**
- b. **Retired Member terminated employment at least three hundred sixty-five (365) days prior to the date of this notice of an at-will appointment.**
- c. **The District shall not pay contributions on behalf of the retired member pursuant to A.R.S. §§38-736, 38-737, or 38-797.05, other than as may be required by A.R.S. §38-766.02.**
- d. **Retired Member shall not accrue credited service, retirement benefits, or long-term disability program benefits pursuant to the Arizona State Retirement System, as provided for in A.R.S. §15-1628(B)(4), regarding additional balance accounts, retirement benefits, or long-term disability program benefits pursuant to Article 2.1 of Title 38 for the period in which the Retired Member returns to work under this Notice of Employment.**
- e. **None of the time in which the Retired Member returns to work is eligible for purchase under A.R.S. §§38-743 or 38-744.**
- f. **Retired Member's election to return to work under this section is nonrevocable for the remainder of the time for which the Retired Member made the election.**

By signing this Notice of Employment, Retired Member specifically acknowledges these provisions in writing as required by A.R.S. §38-766.01(C).

You also agree to reimburse the District for the alternative contribution rate that the District is required on your behalf pursuant to A.R.S. §38-766.02 during the time that you are employed under this Notice of Employment, so long as by doing so your hourly wage does not drop below the higher of the Arizona or the Federal Minimum Wage.

The effective date of your employment upon your acceptance of this Notice of Employment shall be the date listed on page three of this contract. Your hourly rate of pay, scheduled hours per day, and calendar type are also listed on page three of this contract. You shall be entitled to receive employment benefits in accordance with the employee benefit policies that apply to your specific position with the District. If you are employed thirty (30) hours or more a week, these benefits shall include health insurance coverage. To the extent appropriate for the occasion and as part of your compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development

activities/trainings, as a *de minimus* fringe benefit in order to foster good working relations and encourage and reward staff participation.

Your signature below signifies that you have read and understood this Notice of Employment and agree to abide by the terms set forth below:

1. You shall use your best efforts to faithfully perform all duties assigned to you by those with authority to assign such duties.

2. You shall comply with all federal, state, and local laws applicable to your position and your employment with the District.

3. You shall not discriminate against any employee, student, parent, contractor, or other member of the public because of that person's sex, race, religion, color, national origin, age, disability, veteran's status, political affiliation, sexual orientation, or genetic code.

4. You shall receive satisfactory clearance through the federal E-Verify program.

5. You shall comply with the requirements of your job description, Governing Board Policies, and related Administrative Regulations. One of these job requirements is that, other than an emergency situation, you will not perform overtime work without receiving prior approval from your supervisor or building administrator. If you do perform overtime work when there is no emergency or when you did not get prior approval from your supervisor or building administrator, you will be paid for the overtime work, but you will also be subject to discipline up to and including possible termination.

6. This appointment is contingent upon final approval of the 2016-2017 budget as required by Arizona Law (A.R.S. §15-905). The hourly wage stated above is subject to the condition that funding to the District is not reduced. In the event of a budget shortfall, the Governing Board may, in its discretion, reduce your wages (although not below the minimum wage), reduce your hours, or reduce the number of staff. If the Governing Board reduces hours, it will not reduce the hours more than the equivalent of five (5) days' pay based on a 1.0 FTE. The District will give you at least ten (10) working days' notice of any reduction of wages, hours, or staff.

7. If the funding that is made available to the District by the Legislature's budget for 2016-2017 is more than was assumed in the Governing Board's preliminary budget for 2016-2017, or if, through savings, more funds are available in the Maintenance and Operation budget than originally projected, or if additional funding is provided to the District from any federal or state source which may be used for salaries, benefits, and/or employee related expenses, the Governing Board may, in its sole discretion, use a percent of the difference between the amount actually provided and the amount budgeted to provide Employee with a one-time payment not to exceed the equivalent of five (5) days' pay based on a 1.0 FTE.

8. The hourly rate stated above is intended to correspond to your hourly rate as determined by your training and experience for your position that is on record with the District. Should you discover that the sum you are being paid does not correspond to your placement, you shall have thirty (30) days from initiating performance of duties under the Notice of Employment

to notify the District of the mistake or you will be deemed to have waived the error. The District will notify you of any errors it discovers, as well. If an error is due to a clerical error in preparing the Notice of Employment or due to a mutual mistake by the parties, this Notice of Employment shall be amended to reflect the correct amount. If you are entitled to receive additional pay, the District shall pay you the amount you would have received up to the date of the payment had the error not been made or shall increase subsequent paychecks by a prorated portion of the remaining difference between the original and corrected sum. On the other hand, if you received more money than that to which you are entitled or if the District failed to charge you for a benefit that you would ordinarily be required to pay the District, such as dependent health coverage, you shall, at the District's option: (1) immediately repay any amounts erroneously paid to you or on your behalf; or (2) be deemed to have authorized the District to reduce future payments to you to make up for any amounts erroneously paid.

9. If driving is required as part of your position description, you must maintain a valid driver's license and/or a CDL to operate a school vehicle at all times while employed by the District. The District shall be entitled to review your driving record periodically with the Arizona Department of Motor Vehicles and will do so.

10. You certify that in addition to signing a separate affidavit attesting to the same, you have not been convicted of any offenses as defined in A.R.S. §13-604.01 or §15-512, nor have you admitted to the same in open court or pursuant to a plea agreement, nor are you awaiting trial regarding the same. You must immediately notify the Superintendent if you are convicted of any offense defined in A.R.S. §15-512 or admit in open court pursuant to a plea agreement to any such offense in the future while you are employed by the District. Pursuant to A.R.S. §15-550, if you are arrested for or charged with any nonappealable offense listed in A.R.S. §41-1758.03(B), you shall immediately report the arrest or charge to your supervisor. Failure to do so shall result in immediate dismissal.

11. Your employment with the District is at-will. This means that you are entitled to terminate your employment with the District for any reason or for no reason, with or without advance notice. It also means that you have no right of continued employment with the District. In accordance with Governing Board Policy GDB, the employment of an at-will employee may be terminated by action of the Governing Board for any reason or for no reason, with or without advance notice, as the Governing Board desires. No employee or Governing Board member has the authority to make any agreement or contract to the contrary. No District Policy or Administration Regulation or item within any District handbook is intended to, and shall not operate to, create any property or contract rights inconsistent with your at-will employment status. Any reference to a term of employment is solely for ease in bookkeeping and does not serve to create a contract or a term employment.

12. This Notice of Employment also serves as the District's notice of intent to re-employ you at the beginning of the next school year. This means that you are not entitled to file for unemployment insurance over the summer. If you do apply for unemployment over the summer claiming you were laid off by the District, you will be considered to have committed fraud against the District and will be subject to discipline and a requirement to reimburse the District for any funds it may be required to pay any portion of your claim or to defend against your claim.

13. In the event that any covenant, term, condition, or provision of your Notice of Employment is deemed by a court of competent jurisdiction to be illegal, void, or against public policy, such provision shall be severed from the rest of the Notice of Employment and the remaining terms, conditions, and provisions shall remain in full force and effect to the extent permitted by law.

14. You must sign this Notice of Employment and return it to the District Human Resource's office within five (5) business days from the date it is received, without any additions or deletions, or District's offer of employment shall be automatically revoked. "Sign," for purposes of this paragraph, may include an electronic signature. "Sign" may also be by making a separate written document that accepts all the terms of the Notice of Employment, does not add any additional terms to the Notice of Employment, and is delivered to the Governing Board within the five (5) business days from the date the Notice of Employment is received. The date the Notice of Employment is received shall mean (1) the date it is personally delivered, (2) the date it is placed in the school provided mailbox if you have one, including electronic mail, or (3) two (2) days after being placed in a United States postal service mailbox, addressed to your last known address that you provided to the District. Note: If a Notice of Employment has not been transmitted to you by the end of the current school year, the transmittal of an electronic Notice of Employment to you prior to the start of the next school year shall be submitted to both your District email and your personal email in order to notify you of the offer of employment. You are responsible for submitting your personal email address to Human Resources personnel at the District for this purpose. If you fail to submit a personal email address to Human Resources, the District does not have the duty to transmit the Notice of Employment to you by any electronic mail address other than the District provided email address.

Employee Signature

Date

Issue Date

Governing Board President

Governing Board Vice President

SUMMARY OF AGENDA ITEM

MEETING DATE: April 12, 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: \$ 3,910,309.94 (#30 - #34)
Expense Vouchers: \$ 2,207,642.37 (#8106 - #8120)

RECOMMENDATION:

It is recommended that the Governing Board ratify payroll vouchers #30 - #34 and expense vouchers #8106 - #8120.

Submitted by: Tracy McLaughlin
Director, Financial Services Date: March 30, 2016

Reviewed by: 
Dr. Lexi Cunningham Date: March 30, 2016
Superintendent

APPROVAL OF PAYROLL/EXPENSES VOUCHERS

RATIFY PAYROLL VOUCHERS:

Voucher	30	\$	1,751.30
Voucher	31	\$	1,755.53
Voucher	32	\$	1,944,952.44
Voucher	33	\$	1,309.42
Voucher	34	\$	1,960,541.25
TOTAL			<u>\$ 3,910,309.94</u>

RATIFY EXPENSE VOUCHERS:

Voucher	8106		398,387.21
Voucher	8107		222,089.28
Voucher	8108		38,537.12
Voucher	8109		293,666.62
Voucher	8110		222,705.35
Voucher	8111		35,364.56
Voucher	8112		21,169.57
Voucher	8113		83,992.88
Voucher	8114		299,102.24
Voucher	8115		27,768.11
Voucher	8116		48,198.22
Voucher	8117		240,191.74
Voucher	8118		33,169.22
Voucher	8119		237,814.59
Voucher	8120		5,485.66
TOTAL			<u>\$ 2,207,642.37</u>

SUMMARY OF AGENDA ITEM

MEETING DATE: April 12, 2016

AGENDA SUBJECT: Donations

PURPOSE:

Administration seeks Governing Board acceptance of donations.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

Various donations are presented to the Governing Board throughout the year for review and official acceptance.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

Donations assist TUHSD in providing services and incentives to teachers and students.

BUDGET IMPACT AND COSTS:

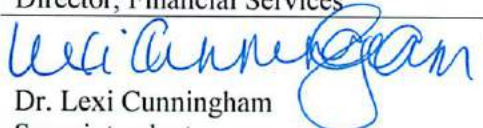
Donations totaling \$12,376.05.

RECOMMENDATION:

It is recommended that the Governing Board accept the donations from AZ Heat Camps, Copper Canyon High School Dance Club, La Joya Community High School Baseball Club, the La Joya Community High School Senior Class of 2016, Tolleson Dance, and Westview High School Dance Club.

Submitted by: Tracy McLaughlin
Director, Financial Services

Date: March 31, 2016

Reviewed by: 
Dr. Lexi Cunningham
Superintendent

Date: March 31, 2016

DONATIONS

April 12, 2016

DONOR	SCHOOL/PROGRAM	DONATION	VALUE (\$)
AZ Heat Camps	CCHS/Spiritline	Registration Fees for 2016 Nationals	3,680.00
Copper Canyon High School Dance Club	CCHS/Dance Program	Dance Costumes	1,949.06
La Joya Community High School Baseball Club	LJCHS/Baseball Team	Catchers Equipment	609.29
La Joya Community High School Senior Class of 2016	LJCHS/Student Government and Administration	Audio-visual Equipment	1,688.32
Tolleson Dance	TUHS/Dance Program	Dance Costumes	1,436.43
Westview High School Dance Club	WHS/Dance Program	Dance Costumes and Supplies	3,012.95
TOTAL			12,376.05

SUMMARY OF AGENDA ITEM

MEETING DATE: April 12, 2016

AGENDA SUBJECT: Award of Contract – RFP #17-003-22, Contracted Custodial Services, to Olympus Building Services, Inc.

PURPOSE:

Administration seeks Governing Board approval to award a contract for contracted custodial services to Olympus Building Services, Inc.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

On February 8, 2016, the District issued RFP #17-003-22, Contracted Custodial Services, to hire a contractor to provide all managerial, administrative, equipment, supplies, and labor necessary to clean all sites. All contracted cleaners will possess a valid fingerprint clearance card and will wear a company identification badge and company shirt or apron. The current contract with ABM Janitorial expires June 30, 2016.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

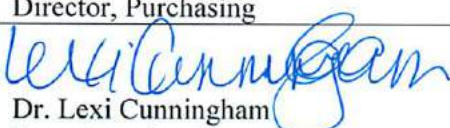
Services will include the nightly cleaning of the campuses from August 1, 2016 – May 29, 2017; a 12-month day porter at each campus to support the facility manager; a 9-month 4-hour day porter at each site to support Food Services; summer, fall, winter, and spring deep cleaning services; and 12-month cleaning services at the District Office. Summer school and other special cleaning rates will be negotiated annually based on the contract pricing. The term of the contract will be one (1) year with the option of renewing for four (4) additional one-year terms or portion thereof.

BUDGET IMPACT AND COSTS:

Contract pricing for FY17 is \$1,134,356.85 (includes a 1% prepayment discount) and will be funded through M&O funds. Cleaning services required by District-sponsored summer programs will be invoiced separately.

RECOMMENDATION:

It is recommended that the Governing Board award RFP #17-003-22, Contracted Custodial Services, to Olympus Building Services, Inc.

Submitted by: Cheryl Burt
Director, Purchasing _____ Date: April 5, 2016

Reviewed by: Dr. Lexi Cunningham
Superintendent _____ Date: April 5, 2016

SUMMARY OF AGENDA ITEM

MEETING DATE: April 12, 2016

AGENDA SUBJECT: Authorization for Disposal #928, Technology Equipment; #929, EMV Readers; and #930, Washer/Dryer Combination

PURPOSE:

Administration seeks Governing Board approval for disposal of obsolete technology and unrepairable equipment.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

All disposals arrangement will be made in accordance with USFR guidelines and the Arizona Administrative Code, Title 7, Education/Procurement, Section: Materials Management and Disposition.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

Benefits to the District are derived from maintaining furniture and equipment that is safe to use and in good operating condition.

BUDGET IMPACT AND COSTS:

All disposals are processed during the normal course of the work day. There will be no out-of-pocket costs for the disposal of these items.

RECOMMENDATION:

It is recommended that the Governing Board approve Authorization for Disposal #928, Technology Equipment; #929, EMV Readers; and #930, Washer/Dryer Combination.

Submitted by: Cheryl Burt
Director, Purchasing

Date: April 1, 2016

Reviewed by: Dr. Lexi Cunningham
Superintendent

Date: April 1, 2016

TOLLESON UNION HIGH SCHOOL DISTRICT #214 REQUEST FOR AUTHORIZATION FOR DISPOSAL

928

- Equipment Non-Equipment Technology
 General Fixed Asset (GFA) Stewardship List Instructional Material Other (explain below)

Part I - Disposal Site

School/Department Initiating Request <u>CHS</u>	Phone No. <u>623-478-4153</u>
Person to Contact (Name/Title) <u>Tom Garcia - COMPUTER SPECIALIST</u>	E-Mail Address <u>AGARCIA@TUTHS.D.ORG</u>

Part II - Disposal Method

State Surplus Trade-In (Provide explanation below) Unusual Circumstance:
 Competitive Sealed Bid Posted Price Appraisal
 Public Auction Donation to non-profit (Instructional Materials only) Barter
 Established Market Loss (Explanation below) Salvage (List disposal costs below)
 Other (Explanation below)

Detailed Explanation:

Part III - Items for Disposal

Qty	Item Description (include Model #)	Serial #	Fixed Asset Tag #	Purchase Price	Current Estimated Value	Reason for Disposal
1	Optiplex 760	D6W4G22	N/A			APPS ONLY NOU - PURCHASING ONLY
1	Cat 3500b Switch	F0C1428450V	2011052			
1	AVER CP150	5691008040P	N/A			
1	Optiplex 760	FLW BK 2	N/A			
1	Optiplex 760	ST4LDK 2	N/A			
1	Optiplex 760	7LCUBK 2	N/A			
1	Optiplex 760	DX4LDK 2	N/A			
1	Optiplex 760	AT4LCR 2	N/A			
1	Dell GX270	B0J9CS1	13829			
1	Dell GX270	B15W241	N/A			
1	Dell GX270	SSKDCS1	N/A			
1	Dell GX270	C95BCS1	16930			
1	Dell GX270	2TTBCS1	13589			

Part IV - Requester Signature

Requester: _____ Date: 3/10/16
 Site Administrator: _____ Date: 3/10/16

Part V - Governing Board Approval

Submitted for Governing Board Meeting Date: _____

Governing Board Approval _____ Date: _____

Part VI - Administrative Action

Disposal Date	Final method of disposal	Compensation/(expenditure)
Disposal Performed By: _____	Date: _____	Purchasing/GFA Administrator: _____ Date: _____

2-2

TOLLESON UNION HIGH SCHOOL DISTRICT #214 REQUEST FOR AUTHORIZATION FOR DISPOSAL

930

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Equipment | <input type="checkbox"/> Non-Equipment | <input type="checkbox"/> Technology |
| <input type="checkbox"/> General Fixed Asset (GFA) | <input type="checkbox"/> Stewardship List | <input type="checkbox"/> Instructional Material |
| <input type="checkbox"/> Other (explain below) | | |

Part I - Disposal Site	
School/Department Initiating Request La Joya HS/ Maint.	Phone No. 623-478-4462
Person to Contact (Name/Title) Ray Morin	E-Mail Address Ray.morin@tuhsd.org

Part II - Disposal Method	
<input type="checkbox"/> State Surplus <input type="checkbox"/> Competitive Sealed Bid <input type="checkbox"/> Public Auction <input type="checkbox"/> Established Market	<input type="checkbox"/> Trade-In (Provide explanation below) <input type="checkbox"/> Posted Price <input type="checkbox"/> Donation to non-profit (Instructional Materials only) <input type="checkbox"/> Loss (Explanation below)
Detailed Explanation: Washer/Dryer combo not repairable.	
<input type="checkbox"/> Unusual Circumstance: <input type="checkbox"/> Appraisal <input type="checkbox"/> Barter <input checked="" type="checkbox"/> Salvage (List disposal costs below) <input type="checkbox"/> Other (Explanation below)	

Part III - Items for Disposal						
Qty	Item Description (include Model #)	Serial #	Fixed Asset Tag #	Purchase Price	Current Estimated Value	Reason for Disposal
1	Washer/Dryer combo Model # 100.80764000	MM3302588				Not repairable.

Part IV - Requester Signature			
 Requester	<u>3/10/16</u> Date	 Site Administrator	<u>3-10-16</u> Date

Part V - Governing Board Approval	
Submitted for Governing Board Meeting Date _____	
_____ Governing Board Approval	_____ Date

Part VI - Administrative Action		
Disposal Date _____	Final method of disposal _____	Compensation/(expenditure) _____
_____ Disposal Performed By:	_____ Date	_____ Purchasing/GFA Administrator
		_____ Date

SUMMARY OF AGENDA ITEM

MEETING DATE: April 12, 2016

AGENDA SUBJECT: Services Agreement with the Arizona Board of Regents, Acting for and on Behalf of Arizona State University – American Dream Academy – Realizing the American Dream and Future Sun Devil Families

PURPOSE:

Administration seeks Governing Board approval of the Services Agreement with the Arizona Board of Regents, for and on behalf of Arizona State University.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

Arizona State University will provide training, known as the American Dream Academy – Realizing the American Dream and Future Sun Devil Families, intended to help adults influential in the life of a student acquire the tools and knowledge necessary to help their students increase their academic achievement. The training is designed to develop skills and techniques which will enable parents to address the education needs of their school-aged children.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

The American Dream Academy and Future Sun Devil Families will serve as a holistic component of a student dropout prevention program through a variety of training courses.

BUDGET IMPACT AND COSTS:


The District will pay a total of \$24,750 to support American Dream Academy – Realizing the American Dream curriculum and a total of \$22,250 to support the Future Sun Devil Families curriculum.

RECOMMENDATION:

It is recommended that the Governing Board approve the Services Agreement with the Arizona Board of Regents, for and on behalf of Arizona State University.

Submitted by: Karyn Morse Eubanks
Executive Assistant

Date: March 30, 2016

Reviewed by: 
Dr. Lexi Cunningham
Superintendent

Date: March 30, 2016



ARIZONA STATE UNIVERSITY

SERVICES AGREEMENT
BETWEEN
THE ARIZONA BOARD OF REGENTS
ACTING FOR AND ON BEHALF OF
ARIZONA STATE UNIVERSITY
AND
TOLLESON UNION HIGH SCHOOL DISTRICT

This Agreement is entered into as of June 15, 2016 between the ARIZONA BOARD OF REGENTS for and on behalf of ARIZONA STATE UNIVERSITY (“ASU”) and TOLLESON UNION HIGH SCHOOL DISTRICT (“DISTRICT”).

RECITALS:

- A. ASU established Access ASU for the purpose of creating ASU and school collaborations throughout Arizona.
- B. These collaborations involve leveraging ASU resources to be targeted to participating schools. These services are limited to schools, families, teachers, and students.
- C. A primary objective of these collaborations is to reduce the actual cost incurred by the participating schools for those services, program, events, etc. by leveraging resources that are already reaching schools in other forms. The ultimate goals of the collaborations are to increase student achievement, high school graduation, and post-secondary attendance and completion.
 1. Term: The term of this Agreement will begin on June 15, 2016, and end on June 14, 2017. Either party may terminate this Agreement earlier, with such other party no less than thirty (30) days prior to the end of a fiscal year.
 2. District’s Obligations:

District will provide service fees of \$47,000 as follows:

- a) District will provide \$24,750 to support American Dream Academy – Realizing the American Dream curriculum.

Program	Cost Per School	Discounted Cost Per School	Total
American Dream Academy “Realizing the American Dream” curriculum	\$6500	\$5000	\$25,000
Prepay discount			-\$250
Total			\$24,750

- b) District will provide \$22,250 to support the Future Sun Devil Families curriculum.

Program	Cost Per School	Discounted Cost Per School	Total
Future Sun Devil Families curriculum	\$6500	\$4500	\$22,500
Prepay discount			-\$250
Total			\$22,250

- c) District will provide access to student data for evaluation of the collaboration. Both 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.
- d) Insurance. District, at its expense, agrees to procure and maintain during the term a policy of commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000), single limit, against claims for bodily injury, death and not less than one hundred thousand dollars (\$100, 000) for property damage occurring in connection with this agreement. District must provide ASU with a certificate evidencing this insurance coverage no later than the effective date of the Agreement. District may satisfy the above by maintaining equivalent self-insurance

3. ASU’s Obligations:

ASU will provide the following in support of the collaboration:

- a) American Dream Academy – Realizing the American Dream (ADA): ADA will be offered in the fall of 2016 to parents, guardians or other influential adults.

This program will provide training courses for the parents or other adult persons who self-identify as a guardian, or as an adult who is influential in the life of a student. The ADA program is intended to help these influential adults acquire the tools, and knowledge necessary to help their students increase their academic achievement.

The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.

b) Future Sun Devil Families (FSDF)

FSDF will be offered in the spring of 2017 to families, including students their parents, or other influential adults.

The FSDF program engages high school students and their families in a series of workshops which prepare students and their families in series of workshops which prepare them to successfully graduate from high school ready for college.

c) ASU will continue and expand the Tolleson Union/Arizona State University college-going efforts by:

- ASU will provide staff to support the Tolleson Union/Arizona State University college-going efforts.
- ASU will coordinate college-going efforts and educational initiatives in the District.
- ASU will compile resources and services to assist District counselors with college-going advisement.

d) Insurance. ASU, at its expense, agrees to procure and maintain during the term a policy of commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000), single limit, against claims for bodily injury, death and not less than one hundred thousand dollars (\$100,000) for property damage occurring in connection with this agreement. ASU must provide district with a certificate evidencing this insurance coverage no later than the effective date of this Agreement. ASU may satisfy the above by maintaining equivalent self-insurance.

4. District and ASU's Obligations:

District and ASU will jointly support the program though:

a) Walk-Through: Prior to the implementation of either program, ADA and FSDF staff will do a facility walk through at the schools to specifically locate all rooms available for the evening sessions as well as any other pertinent information such as accessible bathrooms for evening sessions, accessible parking lots for parents and staff, classroom signage, and

information regarding other school personnel who will be available during evening sessions to assist in various logistical tasks, including opening of classrooms.

- b) **Recruitment:** The success of ADA and FSDF program depends largely on a large-scale telephone recruitment campaign. The campaign is carried out by the American Dream Academy Call Center. Thus, it is imperative that schools make available the school telephone list, at least two weeks prior to the start date of the program.
- c) **School Procedures:** ASU adheres to all school/district procedures such as lockdowns, fire drills, evacuations, etc. ADA and FSDF staff asks that the school provide advance notice, when possible, of any such event prior to program implementation so that the program team can be properly notified and informed.
- d) **Class Size:** ADA and FSDF programs are predicated on the notion that effective program outcomes are realized only when reasonably sized groups of parents participate in the program's activities. At least eight (8) parents from the same language group will be required in order to hold a class. ADA and FSDF staff will seek to meet with the principal to decide if the class should be cancelled or if other arrangements are necessary. The program is currently only offered in English and Spanish.
- e) **Security:** Security and the enforcement of any and all other security related requirements on School property are the responsibility of the school. ADA and FSDF will adhere to any and all building regulations and expects all ADA and FSDF staff and parent attendees to do so as well.

5. **Arizona State Agency Provisions.**

- a) **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act and affirmative action.
- b) **Conflict of Interest.** This Agreement is subject to Section 38-511, Arizona Revised Statutes. This Agreement may be cancelled I any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ASU in an employee, consultant, or agent of any other party to this Agreement.
- c) **Arbitration.** Notice is provided of Sections 12-1518 and 12-133, Arizona Revised Statutes.
- d) **Dispute Resolution.** If a dispute arises under this Agreement, the parties agree to exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809.

- e) District's Records. To the extent required by Section 35-214, Arizona Revised Statutes, District agrees to retain all records relating to this Agreement. District agrees to make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five (5) years after the completion of this Agreement. The records shall be provided at Arizona State University, Tempe, Arizona or another location designated by ASU upon reasonable notice to the District.
- f) Failure of Legislative to appropriate. If ASU's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to District and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.
- g) ASU's Records. ASU, as the fiscal agent, will safeguard all funds resulting from this Agreement and use these funds strictly for the purposes specified in this Agreement. The fiscal agent will maintain accounting records in accordance with all applicable financial standards and audit requirements.
- h) E-verify. As mandated by Arizona Revised Statutes 41-4401, District is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes 23-214A. By signing this Agreement, ASU warrants compliance with the Federal Immigration and Nationality Act and all other Federal immigration laws and regulations related to the immigration status of its employees. By entering into an Agreement with District, ASU agrees to obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. ASU and its subcontractors shall also maintain Employment Eligibility verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under this Agreement.
- i) The Parties do not intend to purchase any joint property under this Agreement.

6. Default and Remedies.

- a) Any one of the following events shall be deemed to be an "Event of Default" hereunder.
 - 1) Failure by either party to perform as specifically described herein.
 - 2) A court having jurisdiction over any of the parties shall enter an order for relief in any involuntary case commences against the applicable part as debtor under the Federal Bankruptcy Code or the entry of a court decree or order appointing a custodian, receiver, liquidator, assignee or trustee, or other similar official.
- b) Remedies. Upon the occurrence of an "Event of Default," the non-defaulting party (1) shall have all the remedies afforded by law and in equity; and (2) shall have the right to terminate this Agreement.

7. Miscellaneous.

- a) Each party shall be responsible for its and its agents' negligence, actions and omissions.
- b) Neither party shall have the right to assign this Agreement without the prior written consent of the other party.
- c) This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement shall be governed by the laws of Arizona, the courts of which state shall have jurisdiction over its subject matter.
- d) Neither District nor any personnel of District will for any purpose be considered employees or agents of ASU. District assumes full responsibility for the actions of District's personnel and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits.
- e) District work under this agreement is "work for hire" for purposes of the copyright laws of the United States and any foreign countries and title to any subject copyright will vest with ASU.
 - 1) If for any reason the Work would not be considered a work made for hire under applicable law, by signing below District sells, assigns, and transfers to ASU all rights and title to the copyright in the Work, related registrations and copyright applications, and any related renewals and extensions. This grant of rights and assignments extends to all works based upon, derived from, or incorporating the Work, to all income, royalties, damages, claims and payments payable now or later, to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and to all corresponding rights throughout the world.
 - 2) If the Work is one to which provisions of 17 U.S.C. 106A apply, by signing below the Author waives and appoints ASU to assert on the District's behalf the District's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including removal or destruction) or the making of any derivative works based on the Work including photographs, drawings or other visual reproductions of the Work, in any medium for ASU purposes.
 - 3) District agrees to execute all papers and to perform other proper acts as ASU may deem necessary to secure these rights for ASU or its designee.
- f) The individual signing below on behalf of District hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of District and that this Agreement is binding upon District in accordance with its terms.

ASU

ARIZONA BOARD OF REGENTS
for and on behalf of
ARIZONA STATE UNIVERSITY

By _____

Name: Beatriz Rendón

Title: Associate Vice President
ASU Educational Outreach and Student Services
300 E. University Dr., Suite 210
Tempe, AZ 85281

DISTRICT

Tolleson Union High School District #214

By _____

Name: Dr. Lexi Cunningham

Title: Superintendent
Tolleson Union High School District #214
9801 W. Van Buren Street
Tolleson, AZ 85353

SUMMARY OF AGENDA ITEM

MEETING DATE: April 12, 2016

AGENDA SUBJECT: Agreement for Employee Staffing Services - Educational Services, Inc.

PURPOSE:

Administration seeks Governing Board approval of the 2016-2017 Agreement for Employee Staffing Services (Phased Retirement Employment Program) with Educational Services, Inc. (ESI).

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

For the last eight years, the District has utilized a Phased Retirement Employment Program, which has enabled the District to retain experienced employees who choose to retire but want to continue working. Employees wishing to retire and immediately return to the District must return under the Phased Retirement Employment Program. The District determines the salary that will be paid to employees participating in the Phased Retirement Employment Program but the employees are responsible for payment of the alternate contribution rate (ACR) assessed to the District.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

Approval of this agreement will enable the District to continue to hire employees who have retired from the Arizona State Retirement System. Advantages in utilizing a Phased Retirement Employment Program include retaining the services of exceptional educators and staff, reducing the need to train new and/or inexperienced staff, and reducing the cost of fringe benefit packages.

BUDGET IMPACT AND COSTS:


Employees utilizing the Phased Retirement Employment Program are brought back at a lower rate of pay and are responsible for paying the ACR.

RECOMMENDATION:

It is recommended that the Governing Board approve the 2016-2017 Agreement for Employee Staffing Services with Educational Services, Inc. (ESI).

Submitted by: Karyn Morse Eubanks
Executive Assistant

Date: March 30, 2016

Reviewed by: 
Dr. Lexi Cunningham
Superintendent

Date: March 30, 2016



AGREEMENT FOR EMPLOYEE STAFFING SERVICES

This Agreement for Employee Staffing Services (“Agreement”) is entered into in the State of Arizona effective July 1, 2016 (“Effective Date”), by and between Tolleson UHSD (“Client”), and Educational Services, Inc., an Arizona corporation (“ESI”).

RECITALS

- A. ESI is a corporation in the business of providing employee staffing services.
- B. Client is an entity within the State of Arizona and desires to obtain certain temporary staffing services (“Services”) from ESI. ESI is willing to provide Services to Client upon the terms and conditions contained in this Agreement.
- C. This Agreement provides for the allocation between Client and ESI of responsibilities with respect to covered employees (“Workers” pursuant to Section 2 below).
- D. The parties acknowledge and agree that ESI is not a Professional Employer Organization and is not providing Professional Employer Services, as such terms are defined respectively in Arizona Revised Statutes (“A.R.S.”) §§ 23-561(8) and (9) and consequently the provisions of A.R.S. §§ 23-561 through 23-576 are inapplicable to this Agreement.
- E. This Agreement shall not diminish, abolish or remove any rights of Workers against the Client or obligations of the Client to any Workers (e.g., retirement benefits, retiree health insurance, etc.), if any, that existed before the Effective Date of this Agreement.

AGREEMENT

In consideration of the foregoing premises, and mutual promises contained herein, Client and ESI agree as follows:

1. RELATIONSHIP OF THE PARTIES

ESI is an independent contractor and shall perform its obligations under this Agreement as an independent contractor. All Workers provided by ESI to perform Services for Client pursuant to this Agreement shall be employees of ESI and not of Client. Client has the right to direct Workers only to the extent necessary to conduct the Client’s business and operations and to comply with licensing and certification requirements that apply to the Client or to any Worker. In all other respects, ESI retains full control over the employment, direction, supervision, evaluation, compensation, discipline, and discharge of Workers performing Services under this Agreement.

2. **WORKER**

In this Agreement, the term “Worker” or “Workers” means an individual(s) (a) employed by the ESI in Arizona to work in Arizona, (b) who is performing Services for Client pursuant to this Agreement, (c) who is listed on ESI’s roster of Workers delivered to Client, (d) who has completed ESI’s required enrollment forms, and, where applicable, is certificated or licensed as required by law for the position in which ESI places the Worker, (e) who has entered into an employment agreement with ESI (the “Worker Contract”), (f) who has provided all data required by ESI for payroll processing and workers’ compensation coverage, and (g) who has been entered onto ESI’s payroll system. No individual will be considered a “Worker” under this Agreement unless and until all of the conditions set forth in this section have been satisfied with respect to that individual.

ESI will not place into employment positions with the Client any Worker who does not possess all necessary certification and endorsements or licenses for the position assigned.

ESI will maintain equal employment opportunity and anti-discrimination policies, including complaint procedures that address discrimination and/or harassment claims.

3. **ESI COST AGREEMENT**

A copy of a standard cost agreement is attached as **Exhibit A**. ESI shall be solely responsible for ensuring that a Worker performs in accordance with the ESI’s agreements.

4. **TERM OF AGREEMENT**

The initial term of this Agreement will be one (1) year following the Effective Date. Upon the expiration of the initial term, this Agreement may be renewed annually upon mutual agreement of both parties. This Agreement does not automatically renew at the end of each year.

5. **NON-APPROPRIATION CLAUSE**

Client may cancel this Agreement upon thirty (30) days written notice to ESI if funding is not available due to budget constraints.

6. **TERMINATION**

- A. Without Cause. Notwithstanding any other provision of this Agreement, ESI or Client may terminate this Agreement with respect to any Worker at any time without cause upon the submission of at least fifteen (15) days advance written notice.

- B. **With Cause.** Notwithstanding any other provision of this Agreement, Client may terminate this Agreement at any time with respect to any Worker by written notice to ESI upon the occurrence of any of the following:
- (1) A material breach by ESI or a Worker of any of ESI's or Worker's obligations under this Agreement or under the Worker Contract.
 - (2) If a Worker embezzles or misappropriates Client funds or property, defrauds Client, is convicted of a felony or of any crime involving moral turpitude, has his or her certification or other licensing required for the position for which employed by ESI revoked or suspended, fails to maintain a valid fingerprint card if one is required by Client, commits an act or omission which constitutes a breach of the Worker Contract, violates the policies of the Client applicable to Client's own employees, commits an act of unprofessional conduct or commits an act that adversely affects the reputation of Client.
 - (3) Death or permanent disability of a Worker occurring any time during the term of this Agreement, in which event this Agreement (as it relates to the Worker) shall terminate as of his or her death or permanent disability.
 - (4) If it is later discovered that a Worker has made any material misrepresentations or has failed to provide any material representations in connection with the information provided to ESI.
- C. **Agreement.** This Agreement may be terminated by either party for any reason at any time prior to the expiration of the Term, by providing ninety-day (90) written notice to the other Party, in the manner described in Section 22.

7. SCOPE OF SERVICES

ESI shall supply Workers and shall perform the following services:

- A. Recruit, hire, train, evaluate, compensate, place, replace, supervise, discipline and terminate Workers.
- B. Maintain a recruiting and hiring program that is in compliance with federal and state laws, rules and regulations, equal opportunity and anti-discrimination policies applicable to, and restricting, the hiring and selection process, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans With Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA"), the Arizona Civil Rights Act ("ACRA") and the Arizona Employment Protection Act ("AEPA").
- C. Maintain a system of statewide background checks on all Workers provided to Client to include pre-screening, credentialing, licensure, statewide criminal background check, and fingerprinting, the results of which shall be made available

to Client upon request to the extent permitted by law. ESI shall ensure that all Workers possess all certifications and licenses necessary to perform their assignments.

- D. Maintain a system of evaluation, which can be the Client's evaluation systems and instruments.
- E. Maintain a program of supervision that enforces the policies and procedures of the Client and of the ESI. In order to maintain the program, ESI may designate one or more on-site ESI employees as the supervisor and/or ESI contact responsible for addressing and responding to Workers.
- F. Provide each Worker with information regarding his or her obligation to comply with all of Client's safety, drug/alcohol, anti-harassment, anti-discrimination, anti-retaliation and conduct policies.
- G. Provide appropriate harassment, discrimination, retaliation, and mandatory reporting training for all Workers. ESI shall maintain a record of all such training.
- H. Inform each Worker in writing that s/he is employed by ESI and not employed by the Client.
- I. Inform each Worker in writing that job related illness/injury reports are to be made to ESI's on-site supervisor or ESI contact and provide information on where and how reports are to be made to the ESI supervisor or contact.
- J. Pay Workers in compliance with applicable wage and hour laws, including, but not limited to the Fair Labor Standards Act ("FLSA") and Arizona Labor Code. ESI shall maintain complete and accurate records of all wages paid to a Worker assigned to provide services to Client. ESI shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages, payroll-related and unemployment taxes attributable to wages paid to Workers assigned to provide services to Client.

Hourly employees will not be allowed to accrue comp time and are not allowed to work in excess of 40 hours per week.

- K. Be responsible for the adequacy of the services provided by Workers pursuant to this Agreement.
- L. ESI shall perform all other responsibilities with respect to Workers otherwise required of an employer and not assumed by Client pursuant to this Agreement.

8. **APPROVAL OF SUPPLIED WORKERS**

Client has the right, but not the obligation, to pre-approve any Worker provided by ESI to fill a position for which the Client has contracted with the ESI to provide a Worker. The Client has the right to reject any Worker prior to or at the time of placement. Client may recommend that ESI impose discipline upon any Worker, and ESI may, in its own right, impose discipline, up to and including dismissal, upon any Worker.

9. **ADMINISTRATIVE FEES**

Client will pay ESI an administrative fee in accordance with the Fee Schedule, attached as **Exhibit B**.

Client will also pay, on a pass-through basis, for all associated employer's payroll liabilities for the Workers. These payroll liabilities are calculated based on ESI's current rates and are subject to adjustment with any changes in job functions or positions of Workers, increases in payroll taxes including but not limited to changes in FICA (OASDI/Medicare), federal or state unemployment tax rates, workers' compensation premiums/experience modifier, as declared annually by the National Council on Compensation Insurance, Inc., or any government mandated insurance requirement that is not already known or currently required, or any government mandated wage increases. Any such adjustments will be effective on the date of the increase or change.

For the purposes of establishing a fee differential for Workers who select medical coverage from ESI's medical plan as required by the Patient Protection and Affordable Care Act (PPACA), for every Worker who selects medical coverage from ESI's benefit plan(s), the Client will be assessed a one-time surcharge equal to the lesser of \$10.00 per covered month that the Worker is insured through the ESI's medical plan or \$100.00 in total. This surcharge will be assessed at the termination of the Worker Contract.

10. **PRE-PAYMENT INCENTIVE**

ESI pays Workers for their services to Client before receiving corresponding payment from Client. Therefore, Client may elect to receive a pre-payment incentive of 2% off Contract Administrative Fee as a discount or payable as a rebate.

11. **PAYMENT TERMS**

ESI will bill Client with invoices as "net 30." An 8% fee will be charged for late payments.

12. **WORKERS' COMPENSATION**

A. ESI will be considered the "employer" of all Workers for the purposes of providing workers' compensation insurance within the meaning of A.R.S. § 23-901. ESI shall

provide workers' compensation and employer's liability insurance in accordance with the statutory requirements of the State of Arizona, including Employer's Liability insurance with limits of liability of not less than \$100,000 each accident and \$100,000 bodily injury or disease.

- B. Client and ESI understand, agree, and acknowledge that no individual will be covered by ESI's workers' compensation insurance, or be issued a payroll check unless and until that individual has, prior to commencing work for the Client, satisfied the requirements and definition of a "Worker" under Section 2 of this Agreement.
- C. Client understands, agrees, and acknowledges that the workers' compensation insurance that ESI will provide under this Agreement will only cover individuals who are listed on the ESI's roster of Workers provided to the Client as set forth in Section 2 of this Agreement, and that such ESI's workers' compensation insurance will not cover other individuals who might perform services for Client, whether as employees, independent contractors, or otherwise. The parties agree that a percentage of the service fee paid by Client shall be for payment of workers' compensation insurance premiums. Client agrees to provide workers' compensation insurance or maintain a program of approved self-insurance covering Client's own employees.

13. **CLIENT'S LIABILITY INSURANCE**

Client will provide liability indemnity protection to the Workers performing Services under this Agreement, and ESI, to the extent that the Worker is providing services for the Client, and the Worker is acting within the course and scope of the authorization granted.

14. **ESI'S LIABILITY INSURANCE**

ESI shall maintain in full force and effect at all times during the term of this Agreement Commercial General Liability ("CGL") insurance with limits of liability of not less than one million dollars (\$1,000,000) per occurrence, and if such Commercial General Liability insurance contains a general aggregate limit of liability, the limit of liability shall be at least two million dollars (\$2,000,000). The CGL policy shall be written on an occurrence form and shall cover liability arising from the independent negligence or other wrongful act, error or omission of ESI and its employees that is not the direct consequence of the Services provided by Workers under the terms of this Agreement.

15. **PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA)**

ESI offers several medical benefit plan options that meet both "Minimum Value" and "Minimum Essential Coverage." ESI is the employer of record for its Workers and is the applicable large employer (ALE) with the risk for 4980H penalty exposure. ESI is responsible for determining the hours of service as a full-time employee status for

variable-hour Workers for purposes of section 4980H through the look-back measurement method requirements.

16. **ADMINISTRATION**

- A. All Workers assigned to fill positions with the Client are employees of ESI. ESI is responsible for administrative employment matters such as payment of all federal, state and local employment taxes, providing workers' compensation insurance, insurance, as well as fringe benefit programs for Workers. ESI agrees to pay and hold harmless Client from any and all taxes, assessments or governmental charges in connection with all or any of the Services provided under the terms of this Agreement. Client is responsible for payment of the Alternative Contribution to the Arizona State Retirement System of any amounts that may be due for individual Workers.
- B. Client will immediately forward to ESI any garnishment orders, involuntary deduction orders, notices of IRS liens, and other forms of legal process received by Client affecting payment of wages to Workers and will cooperate with ESI in responding thereto.
- C. Workers will receive compensation for services rendered pursuant to this Agreement solely through ESI. It is a material breach of this Agreement for Client to pay any Worker in cash or by any other means for any Services rendered. Any individual whom a Client pays directly for any Services rendered will not be considered a Worker under this Agreement as to the Services for which the Client provides payment.
- D. ESI shall warrant compliance with all federal immigration laws and regulations that relate to Workers and that it has verified employment eligibility of each Worker through the e-verify program.
- E. Upon Client's reasonable request, ESI will provide documentation showing compliance with Section 16(D) with respect to any Worker.

17. **PROTECTED LEAVES OF ABSENCE**

- A. The Uniformed Services Employment and Reemployment Rights Act of 1994 protects civilian job rights and benefits for veterans and members of Reserve components. Client agrees to provide for necessary employment and/or reemployment positions in the event that Workers are called away for military service.
- B. The Family and Medical Leave Act protects re-instatement rights of eligible employees after the employee has been on approved Family and Medical Leave. Client agrees to provide necessary employment and/or reemployment positions in the event that Workers are returning from FMLA.

18. SAFE WORK ENVIRONMENT

- A. ESI and its Workers will comply with all health and safety laws, regulations, ordinances, directives, and rules imposed by controlling federal, state, or local governments, and will immediately report all work related accidents involving the Worker within 24 hours to Client.
- B. If applicable and appropriate, Client will provide the Workers with personal protective equipment as required by federal, state, local law, regulations, ordinance, directive, or rule.
- C. ESI or its workers' compensation carrier has the right to inspect the Client's premises and operation, but is not obligated to conduct any inspections. ESI reserves the right to audit safety activities. ESI or its insurers may give reports to Client on the conditions found at Client's worksites. Client will supply documentation related to safety activities as prescribed by law (e.g., safety meeting, training maintaining OSHA log). Neither ESI's insurer nor ESI warrants the result of the inspections or the absence thereof, or that the operations or premises are in compliance with any laws, regulations, codes or standards.
- D. Client will ensure that all facilities where the Workers perform services are in compliance with any and all applicable federal, state, and/or local laws, regulations, codes or standards.

19. SUPERVISION

- A. ESI will provide direction, supervision, training and control of each Worker in the performance of the Services. The Client will provide only daily monitoring of the Workers and will report to ESI. ESI may designate at least one (1) on-site supervisor from among the Workers assigned to complete the Services. This on-site supervisor shall direct the operational and administrative matters relating to the Services, and shall be under the direct supervision of the ESI. If ESI fails to designate an on-site supervisor, Workers assigned to perform Services for the Client shall remain responsible to ESI or designee.
- B. ESI shall determine the procedures to be followed by Workers regarding the time and performance of the Workers' job functions and duties, and these will coincide with Client requirements regarding time and performance of same. Client agrees to cooperate with ESI in the formation of such policies and procedures and permit ESI to implement its policies and procedures relating to the Workers.
- C. Client may make all non-routine directives through ESI's on-site supervisor, or if an on-site supervisor is not provided, then through ESI or designee.

- D. ESI shall not be liable to the Client for any costs or expense incurred by ESI with the specific written authorization of the Client. Should ESI incur costs on behalf of the Client and claims or assessments be incurred by the Client as a result, Client shall pay such cost or expense and shall hold harmless ESI from any and all claims, assessments or charges in connection with such authorized costs or expenses.

20. **INDEMNIFICATION**

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. For Workers operating Client vehicles, Client hereby agrees to indemnify, defend, and hold harmless ESI for any and all claims, losses, liability, costs or expenses (including reasonable attorney fees) resulting from a vehicular incident.

ESI will indemnify Client for any assessment, assessable payment, fine or penalty imposed upon Client arising out of any Worker performing services under this Agreement pursuant to 26 U.S.C. §4980H, or any successor statutes, or any regulations enacted thereunder.

21. **ADJUDICATION OF AGREEMENT**

If any court or arbitrator of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the parties desire and agree that the remaining parts of this Agreement will nevertheless continue to be valid and enforceable.

22. **MODIFICATIONS OR WAIVER OF AGREEMENT**

No modification or waiver of this Agreement will be valid unless the modification or waiver is in writing and signed by the designated representative of the Client and a principal of ESI. The failure of either party at any time to insist upon the strict performance of any provision of this Agreement will not be construed as a waiver of the right to insist upon the strict performance of the same provision, at any future time.

23. **NOTICES**

All notices or other communication required or permitted under this Agreement shall be in writing and shall be made by hand delivery or overnight courier, or prepaid first class certified mail. Notice to ESI shall be sent to:

Educational Services, Inc.
21819 N. Scottsdale Road STE 100
Scottsdale, AZ 85255

Notice to Client shall be sent to Client at the address set forth on the signature page hereto.

24. **NO RULE OF STRICT CONSTRUCTION**

Both parties have approved the language of this Agreement, and no rule of strict construction will be applied against either party.

25. **HEADINGS**

The descriptive headings of the paragraphs and subparagraphs of this Agreement are intended for convenience only, and do not constitute parts of this Agreement.

26. **COUNTERPARTS**

This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

27. **ARBITRATION**

In the event of any dispute between the parties to this Agreement arising out of, relating to, or in connection with the provisions of this Agreement or the performance hereunder, the parties hereby agree that any such dispute may be submitted to binding arbitration. The arbitrator shall be selected by mutual agreement. The arbitrator's decision and/or award shall be final and binding. The prevailing party, if any, shall be entitled to reasonable attorney's fees and costs. Arbitration shall take place in Maricopa County.

28. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to the conflict of law provisions thereof.

29. **VALIDITY**

This Agreement shall be valid and enforceable only after the designated representative of both Client and ESI has signed it.

30. **CANCELLATION FOR CONFLICT OF INTEREST**

Pursuant to A.R.S. § 38-511, the Client may, within three (3) years after its execution cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Client is, at any time while the contract or any extension of the contract is in effect, an

employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

31. **RECORD RETENTION**

ESI agrees that it shall maintain all books, accounts, reports, files and other records relating to the performance of this Agreement for a period of (3) years after the completion of this Agreement and to make such documents open to the Client for inspection and audit at reasonable times.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated at their respective signatures below.

Effective Date: July 1, 2016.

“Client”

EDUCATIONAL SERVICES, INC.,
an Arizona corporation

Philip Tavasci

By: _____

By: Philip Tavasci

Its: _____

Its: President

CLIENT ADDRESS FOR NOTICE:

Street Address: _____

City, State, Zip Code: _____



Exhibit A
EMPLOYEE COST AGREEMENT EXAMPLE



Employee Cost Agreement

*1Government Procurement Alliance
IGPA Contract No. 12-13*

*Mohave Educational Services Cooperative
MESCC Contract No. 12E-ESI-0517*

*Strategic Alliance for Volume Expenditures
SAVE Contract No. 14-06MP*

Client:
Fee Schedule:
Fiscal Year: 16/17
Employee:

Notes:

Start Date	End Date	Position Type	Description	WC Code	Total Days	Hours (day/total)	Rate	Pay Amount	Payroll Liabilities	ESI Fee	Position Total	PO#
								\$ -	\$ -		\$ -	
								\$ -	\$ -		\$ -	
								\$ -	\$ -		\$ -	
								\$ -	\$ -		\$ -	
								\$ -	\$ -		\$ -	
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								\$ -	\$ -		\$ -	
								\$ -	\$ -		\$ -	
								\$ -	\$ -		\$ -	
Employee totals:								\$ -	\$ -	\$ -	\$ -	

Employee Total Cost:

Approved By: _____
Title: _____
Date: _____

Approved purchase order MUST accompany signed Employee Cost Agreement
Purchase order must pre-date the start date listed above
Payroll liabilities subject to change in the event of changes to tax rates





**EXHIBIT B
FEE SCHEDULE**

ESI Cooperative Contracts

**1 Government Procurement Alliance (1GPA) Contract No. 12-13
(Return-to-Work, Substitute Staffing)**

Standard Fee: 3.50% of gross salary

Volume Discount Tier I (25+ ESI Employees): 3.25% of gross salary

Volume Discount Tier II (50+ ESI Employees): 3.00% of gross salary

Multiple-Year Discount (Returning ESI employee 1+ years): 3.00% of gross salary

* The District may pass any portion or the entire fee to the ESI employee

Substitute Staffing: \$8/full-day, \$4/half-day

**Strategic Alliance for Volume Expenditures (SAVE) Contract No. 14-06MP
(Return-to-Work)**

Standard Fee: 4.00% of gross salary

Volume Discount Tier I (25+ ESI Employees): 3.50% of gross salary

Volume Discount Tier II (50+ ESI Employees): 3.00% of gross salary

*The District may pass any portion or the entire fee to the ESI employee

**Mohave Educational Services Cooperative Contract No. 12E-ESI-0517
(Return-to-Work)**

Standard Fee: District pays 1.00% of gross salary; participating ESI employee pays 2.50% for a total of a 3.50% fee

Volume Discount (50+ ESI Employees): District 1.00%; Employee pays 2.00%

High Salary Discount (\$80,000+ Annual Salary): District 1.00%; Employee pays 2.00%

*The District is always charged a 1.00% fee. The variable fee is what ESI will charge the ESI employee. Discounts do not stack.

SUMMARY OF AGENDA ITEM

MEETING DATE: April 12, 2016

AGENDA SUBJECT: Educational Professional Services Agreement – Teach for America

PURPOSE:

Administration seeks Governing Board approval of the Educational Professional Services Agreement with Teach for America, Inc.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

The District seeks to recruit new teachers trained to lead students to academic achievement and will provide such teachers with ongoing professional development opportunities and support to further develop and sustain their professional practice. Teach for America (TFA) is a national teacher corps of talented, dedicated individuals from all academic majors and cultural backgrounds who commit two (2) years to teach in urban and rural public schools.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

Teach for America will provide teacher candidates in areas deemed hard to fill. The term of the Agreement will cover the 2016 cohort of teachers for the 2016-2017 and 2017-2018 academic years and will also cover the 2017 cohort of teachers for the 2017-2018 and 2018-2019 academic years. Although the Agreement will expire on April 1, 2018, all provisions applicable to the 2017 cohort of teachers will remain in effect through the conclusion of the 2018-2019 academic year.

BUDGET IMPACT AND COSTS:

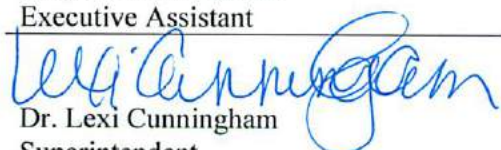
The District will pay Teach for America an annual fee of \$4,000 for each year in which a TFA-supplied teacher is employed by the District, up to two year from the date such employment is to commence.

RECOMMENDATION:

It is recommended that the Governing Board approve the Educational Professional Services Agreement with Teach for America, Inc.

Submitted by: Karyn Morse Eubanks
Executive Assistant

Date: March 31, 2016

Reviewed by: 
Dr. Lexi Cunningham
Superintendent

Date: March 31, 2016

EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This educational professional services agreement (this "Agreement") is dated December 17, 2015 and is entered into between TEACH FOR AMERICA, INC. ("Teach For America"), a Connecticut non-profit and The Tolleson Union High School District, a political subdivision of the state of Arizona ("School District")(each individually "a Party" and collectively "the Parties")..

Teach For America is a national leader in recruiting, selecting, training and providing ongoing professional development to individuals committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems. The Tolleson Union High School District seeks to recruit new teachers who are trained to lead students to academic achievement and to equip such teachers with ongoing professional development and support to further develop and sustain their professional practice.

Accordingly, School District and Teach For America agree as follows:

I. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING

School District Responsibilities:

A. Hiring Commitment.

- i. Teach For America will use its reasonable efforts to provide the number of teacher candidates for employment with School District ("Teachers") set forth in **Appendix A** (the "Agreed Number"), attached and hereby incorporated hereto, but Teach For America cannot and does not guarantee its ability to provide the full Agreed Number of Teachers to School District and the failure of Teach For America to provide the full Agreed Number of Teachers for any academic year shall not constitute a breach of this Agreement for any purpose whatsoever.
- ii. Whether or not Teach For America is able to provide the full Agreed Number, School District shall consider for hire each Teacher provided by Teach For America who meets the district eligibility requirements.

- iii. Any Teach For America Teacher hired by the School District shall be hired as the classroom teacher of record and not for substitute, auxiliary, resource or teacher's aide positions.
- iv. Teach For America Teachers will be hired for vacancies across the full range of grades and subject matters and not restricted or limited to so-called "critical" or "shortage" subjects or grade level vacancies.
- v. School District and Teach For America will collaborate in good faith to identify individual schools within School District appropriate for Teachers. In order to be considered an appropriate school (a "Partner School") for placement of a Teacher, (i) the school's student population must be considered high poverty relative to the student population elsewhere in the School District or that fifty percent or more of the school's student population receives free or reduced lunch and (ii) the school must have sufficient vacancies to enable the hiring/placement of at least two Teachers in the same academic year. To the extent reasonably practicable, School District will employ two or more Teachers per individual Partner School.

B. Hiring Process.

- i. School District and Teach For America will collaborate in good faith to facilitate the efficient hiring of individual Teachers, in accordance with the School District's established hiring practices, as well as any potential limitations that may exist (i.e. the proximity of individual candidates, Teach For America's placement timeline, etc.).
- ii. School District shall use its reasonable efforts to hire Teachers in a timely manner throughout the spring and summer of the applicable academic school year, *provided that* School District shall employ Teachers no later than fourteen (14) days before the first day of the academic school year. School District agrees that where possible, Teach For America shall be informed of individual Teacher's grade and subject level assignments prior to the start of their Pre-Service Training (as described below).
- iii. Subject to its obligations under pre-existing collective meet and confer agreements, contracts, or applicable law, School District will offer alternative employment to any Teacher who is not employed by the first day of the academic school year. "Alternative employment" includes, but is not limited to substitute teaching positions, "pool" teaching positions, classroom aides or other temporary category of

employment available within School District to individuals with teaching credentials. The purpose of an alternative employment placement is to enable the individual Teacher to obtain a salary until such time as School District can secure permanent employment as a full-time classroom teacher of record.

Teach For America Responsibilities:

- C. Candidate Recruitment and Selection. Teach For America will recruit, select for participation in the Teach For America program, and present to the School District for employment Teachers from a broad range of academic majors and career fields. Teach For America will use reasonable efforts to recruit Teachers from diverse backgrounds. In connection with the foregoing, Teach For America will not knowingly engage in any unlawful acts of discrimination in its recruiting or selection of candidates.

- D. Pre-Service Training. Prior to entering the classroom, all Teachers will undergo pre-service training at Teach For America Institutes, which is designed and delivered by the organization in order to prepare Teachers for this work.

- E. Highly Qualified Status. Teach For America will provide the described pre-service training to Teachers presented to School District for the purpose of ensuring that such Teachers meet the “highly qualified” teacher requirements set forth in the federal No Child Left Behind Act of 2001 and applicable state regulations (together, the “Requirements”). For purposes of this Section E, only those Requirements in effect at the time that the Teacher is offered employment by School District will be applicable.

II. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT
COMMITMENTS

School District Responsibilities

- A. Employment Status.

- i. Every Teacher employed by School District as described in this Agreement shall be a full-time employee of School District with all of the rights, responsibilities and legal protections attendant to that status and not an employee of Teach For America. For the avoidance of doubt, in the event School District is an “at-will” employer nothing in this Agreement shall be construed to grant additional employment rights to individual Teachers.
- ii. Nothing in this Agreement shall be construed to permit Teach For America to interfere in the employment relationship between School District and an employed Teacher.
- iii. Nothing in this Agreement shall be construed to permit Teach For America to function as the representative of any Teacher absent the express agreement among the parties and the Teacher that Teach For America may operate in such capacity in a particular circumstance.
- iv. Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any individual Teacher.
- v. Nothing in this Agreement shall be construed to make Teach For America a party to any employment agreement between the School District and the Teacher.
- vi. Nothing in this Agreement shall be construed to imply that any Teacher employed by the School District as described in this Agreement is an agent of Teach For America or has any right or authority to create or assume any obligation of any kind, express or implied, on behalf of Teach For America or bind Teach For America in any respect whatsoever.
- vii. Subject to its obligations under either pre-existing meet and confer agreements, applicable municipal and state laws and regulations, and/or its policies and procedures, School District acknowledges that there is an expectation that Teacher(s) shall be employed for two years, provided that the Teacher remains an employee in good standing.
- viii. Notwithstanding the foregoing, School District may continue to employ individual Teacher(s) beyond the two year commitment by mutual agreement between School District and such Teacher(s).

- B. Compensation of Teachers. School District shall provide to every Teacher employed by School District pursuant to this Agreement the same salary and benefits (including, as applicable, health, dental, vision and retirement) as are provided to other teachers employed by School District who are similarly situated from the standpoint of certification status, seniority and any other factors routinely used by School District in making such decisions. Notwithstanding the above, Teach For America acknowledges it exercises no control of the salary and benefits offered to Teachers per this Agreement.
- C. Reductions in Force. Subject to its obligations under pre-existing meet and confer agreements and applicable municipal and state laws and regulations, School District shall use reasonable efforts not to terminate any employed Teacher from his/her teaching position in the event of a reduction in force (RIF), layoffs, "leveling" or other elimination or consolidation of teaching positions within School District. School District shall treat any Teacher employed in connection with this Agreement whose teaching position is eliminated at least as favorably as other teachers with the same job classification, certification status, and/or seniority rights. For the avoidance of doubt, this obligation is limited and controlled by any obligations that the School District has under any pre-existing meet and confer bargaining agreements and applicable municipal and state laws and regulations.

Teach For America Responsibilities

- D. Professional Development Services.
- i. During the course of the academic year, Teach For America shall provide various professional development services and activities for participating Teachers. These services may include periodic classroom observations by regional program staff, videotaping of instruction with review of instructional technique, co-investigative discussions to facilitate Teacher capacity for self-reflection and evaluation of instructional practice using student achievement data, and content area/grade-level workshops facilitated by veteran teachers. In addition, Teach For America shall facilitate Teacher access to an assortment of resources including sample lesson plans, assessments, grade tracking systems, and content area/grade level instructional

materials. These professional development services will be available to all Teachers during their first two years in the classroom.

- ii. Pursuant to its obligations under the Family Education Rights and Privacy Act (“FERPA”), School District hereby acknowledges that in the course of providing on-going professional development services for the purposes of improving instruction, School District may disclose to Teach For America student identifiable data from individual Teachers, pursuant to 34 CFR §99.31(a)(6)(i)(c).
- iii. Teach For America shall use and maintain such data as provided in 34 CFR §99.31(a)(6). In accordance with 34 C.F.R. § 99.33(b), Teach For America may re-disclose non-identifiable student information on behalf of School District as part of Teach For America’s service to School District of providing on-going professional development services.
- iv. Teach For America may also disclose non-identifiable student information on behalf of School District to additional parties, provided that Teach For America, in advance, provides School District the names of such parties and a brief description of such parties’ legitimate interest in receiving such information, and obtains District’s written consent, said consent shall not to be unreasonably withheld.

E. Credentialing Services.

- i. Teach For America shall facilitate the enrollment of individual Teachers in an alternative certification/licensure program that will enable the individual Teacher to obtain appropriate credentials to be a classroom teacher of record.
- ii. Individual Teachers are responsible for completing all credential requirements, including required coursework through an alternative licensure program.
- iii. Teach For America shall not be responsible for, and shall not be in breach of any provision of this Agreement, in the event of any failure by an individual Teacher to fulfill his/her obligations to maintain his/her teaching credentials.

III. GENERAL PROVISIONS

A. Fees-for-Service.

- i. School District shall pay Teach For America an annual fee for each Teacher employed under this Agreement to defray expenses Teach For America incurred in recruiting, selecting, providing pre-service training and continuing professional development services to the Teachers employed by School District under this agreement. School District agrees that all payments for fees shall be in the form of check delivered to Teach For America or wire transfer to an account designated by Teach For America in writing.
 - ii. With respect to each Teacher whose employment by School District is to commence in the 2016-17 academic year, School District shall pay Teach For America an annual amount of \$4,000 for each year in which such Teacher is employed by School District, up to two years [from the date such employment is to commence]; and
 - iii. With respect to each Teacher whose employment by School District is to commence in the 2017-18 academic year, School District shall pay Teach For America an annual amount of \$4,000 for each year in which such Teacher is employed by School District, up to two years [from the date such employment is to commence].
- B. Non-refund. Teach For America shall have no obligation to refund to School District any amount paid by School District in respect of any Teacher for any reason whatsoever. For the avoidance of doubt, School District will be invoiced fees for each of the individual Teacher(s) initially employed by the School District.
- C. Invoicing. Teach For America will invoice School District for all amounts due hereunder with respect to any academic year within thirty (30) days of the start of the academic school year, provided that Teach For America's failure to timely do so, will not constitute a waiver of any of Teach For America's rights hereunder or constitute a breach by Teach For America of this Agreement.
- D. Term. The term of this Agreement will cover the 2016 cohort of Teachers for the 2016-17 and 2017-18 academic years. It will also cover the 2017 cohort of Teachers for the 2017-18 and 2018-19 academic years. This Agreement will expire on April 1, 2018, but all provisions applicable to the 2017 cohort of Teachers will remain in effect through the

conclusion of the 2018-19 academic year and may be renewed at the end of the term on the same or substantial similar terms by mutual agreement of the parties.

E. Termination. This Agreement may be terminated as follows:

- i. at any time by mutual written agreement of the parties;
- ii. by either party, upon thirty (30) days' prior written notice to the other party, provided that the terminating party provides that notice no later than 120 days prior to the end of the current academic year; or
- iii. by either party upon written notice to the other party in the event of a material breach of this Agreement that is incapable of being cured or, if capable of being cured, is not cured within thirty (30) days following receipt by the breaching party of written notice of such breach from the non-breaching party.

F. Effect of Termination. Except as otherwise specifically provided, if this Agreement expires or is terminated by either party, it shall become void and of no effect without liability of any party (or any of its directors, officers, employees, agents, representatives or advisors) to the other parties; provided that no such expiration or termination shall relieve any party of any liability incurred by such party under this Agreement prior to such termination. In the event that this Agreement expires or is terminated by either party, Sections II.B. and II.C. shall survive and will remain in effect until such time as there are no Teachers in their second year of employment in School District. Sections III.F., III.G., III.H., and III.I. shall survive the expiration or termination of this Agreement indefinitely. Additionally, Teach For America will be entitled to all outstanding amounts due up to the date of expiration or termination.

G. No Warranty. School District hereby agrees and acknowledges that Teach For America does not make and has not made any representation and warranty (express or implied) as to the fitness of any Teacher presented or provided by Teach For America and School District shall indemnify and hold harmless the TFA Indemnities (as defined below in Section III.H) from and against any Losses (also defined below in Section III.H) resulting from any claim related to the services provided by Teach For America, including, but not

limited to, claims that any Teacher presented or provided by Teach For America was unfit for the position for which he or she was hired by School District.

H. Mutual Indemnification.

- i. To the extent permitted by applicable state laws and regulations, School District shall indemnify and hold harmless Teach For America and its officers, directors, employees and agents (the "TFA Indemnitees") from and against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees) ("Losses") to which such TFA Indemnitee may become subject arising out of the provision by Teach For America to School District of services hereunder (including without limitation the designation of Teachers), except to the extent such Losses result from the willful misconduct or gross negligence of such TFA Indemnitee.
- ii. Teach For America shall indemnify and hold harmless the School District and its officers, directors, employees and agents (the "School District Indemnitees") from and against any and all Losses to which such School District Indemnitee may become subject arising out of a breach of this Agreement by Teach For America to School District of services hereunder, except to the extent such Losses result from the willful misconduct or gross negligence of such School District Indemnitee.

- I. Cancellation for Conflict of Interest. Pursuant to A.R.S. §38-511, either party may, within three (3) years after the execution of this Agreement, cancel it without further penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement is at any time while the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party, of the contract with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision will be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

- J. Non-discrimination. The parties shall comply with Executive Order 99-4 and all other applicable State and Federal employment laws, rules, and regulations, mandating that all persons will have equal access to employment opportunities, and that no person will be discriminated against due to race, creed, color, religion, sex, national origin or disability.
- K. Non-Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either party without the prior written consent of the other party, and any such assignment that is not consented to shall be null and void.
- L. Counterparts. This Agreement may be executed in counterparts (including by electronic transmission), each of which shall be deemed an original copy of this Agreement, and which, taken together, shall be deemed to constitute one and the same agreement.
- M. Construction. The headings of Sections contained in this Agreement are for convenience only, and they do not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the Sections of this Agreement. Any reference in this Agreement to gender includes all genders. Further, except where expressly specified to the contrary, the words "include," "including," and "such as" in this Agreement should be read to mean "include without limitation."
- N. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of Arizona.
- O. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section III.N., then such stricken provision shall be replaced, to the

extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

- P. Notices. Any notice, demand, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered to the address of such Party as set forth below:

If to Teach For America:
Tracy-Elizabeth Clay, Esq.
General Counsel
300 W. Adams St., Ste. 1000
Chicago, IL 60606

If to School District:
Ms. Lexi Cunningham
Superintendent
9801 W. Van Buren Street
Tolleson, AZ 85353

IN WITNESS WHEREOF, each of School District and Teach For America has caused its duly authorized representative to sign this Agreement in the space provided below.

TOLLESON UNION HIGH SCHOOL DISTRICT

By _____

Name: Lexi Cunningham

Title: Superintendent

Date:

TEACH FOR AMERICA, INC.

By _____

Name: Lindsay DeFrancisco

Title: Executive Director

Date:

APPENDIX A

Certification (subject) Area	Grade Level	Agreed Number of Teachers	Academic Years of Employment
Math Chemistry English Special Education	Secondary (9-12)	A minimum of 4 and up to 10	2016 – 2017 & 2017 - 2018
Math Chemistry English Special Education	Secondary (9-12)	A minimum of 4 and up to 10	2017 – 2018 & 2018 - 2019

Fees shall be determined by the actual number of Teachers hired under this Agreement.

- i. Each cohort of Teachers employed pursuant to this clause is in addition to Teachers from prior cohorts employed by the School District and who are returning for their second year of employment.
- ii. If Teach For America provides School District with a number of Teachers that is lower than the Agreed Number, the number of Teacher candidates provided will constitute the Agreed Number for purposes of determining any fees that the School District owes Teach For America.
- iii. In the event that Teach For America supplies the School District with any Teachers above the Agreed Number, School District agrees to pay the agreed upon fees for the additional Teachers.

SUMMARY OF AGENDA ITEM

MEETING DATE: April 12, 2016

AGENDA SUBJECT: Travel Requests

PURPOSE:

Administration seeks Governing Board approval of travel requests.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

Staff and students travel throughout the school year for professional development (staff) and educational enrichment (students) opportunities.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

As described on the attachment.

BUDGET IMPACT AND COSTS:

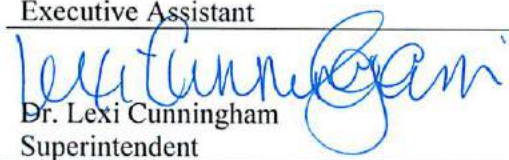
N/A

RECOMMENDATION:

It is recommended that the Governing Board approve the travel requests from Copper Canyon High School, La Joya Community High School, Sierra Linda High School, Tolleson Union High School, University High School, and Westview High School.

Submitted by: Karyn Morse Eubanks
Executive Assistant

Date: March 31, 2016

Reviewed by: 
Dr. Lexi Cunningham
Superintendent

Date: March 31, 2016

TRAVEL REQUESTS

April 12, 2016

SCHOOL/DO	WHO	WHAT/WHEN/ WHERE	PURPOSE
WHS	Teachers Misty Wylie, Larry Wonner, and Justin Lamb; and students in the Anthropology Club	Native American Archaeological Site Visits 04/29/16 – 05/01/16 Camp Verde, Clarkdale, and Flagstaff, AZ	Visit archaeological sites as a supplemental to the unit on ancient New World cultures
WHS	English Teachers Cristine Petruncola, Steven Arenas, and Andrina Moses	National Council of Teachers of English – Early Career Educator of Color Leadership Award Program 11/19/16 – 11/22/16 Atlanta, GA	The general purpose of the award is to support teachers of color as they build accomplished teaching careers as active NCTE members.
CCHS LJCHS SLHS TUHS UHS WHS	West-MEC Central Program students from any of the six school sites who are enrolled in FBLA-aligned courses through West-MEC and who qualified via state level competition.	Annual SkillsUSA National Conference 06/20/16 – 06/25/16 Louisville, KY	National level opportunities for networking, competitions, leadership, scholarship, and recognition for students.
CCHS LJCHS SLHS TUHS UHS WHS	West-MEC Central Program students from any of the six school sites who are enrolled in HOSA-aligned courses through West-MEC and who qualified via state level competition.	Annual HOSA National Conference 06/22/16 – 06/26/16 Nashville, TN	National level opportunities for networking, competitions, leadership, scholarship, and recognition for students.
CCHS LJCHS SLHS TUHS UHS WHS	West-MEC Central Program students from any of the six school sites who are enrolled in FBLA-aligned courses through West-MEC and who qualified via state level competition.	Annual FBLA National Leadership Conference 06/27/16 – 07/03/16 Atlanta, GA	National level opportunities for networking, competitions, leadership, scholarship, and recognition for students.

SUMMARY OF AGENDA ITEM

MEETING DATE: April 12, 2016

AGENDA SUBJECT: Resolution of Breach of Contract – Kristy Kosterman

PURPOSE:

Administration seeks a Governing Board resolution for the unprofessional behavior of Tolleson Union High School teacher Kristy Kosterman.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

Ms. Kosterman signed a certified employment contract for the 2015-2016 school year. Subsequent to signing a contract, she submitted a letter of resignation.

Paragraph 17 of the Teacher's Employment Contract states, "Teacher recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Teacher does not fulfill the obligations under this Contract. Teacher and District agree that these expenses, added to the emotional expense to the students who will not have the stability of a single teacher, are difficult to determine, and therefore, that it is appropriate to assess an amount certain as liquidated damages. Teacher and District agree for the purposes of this paragraph, "resigning" and "resignation" shall include Teacher retiring during the school year unless the retired teacher remains in the classroom under a "return to work plan" which serves to retain Teacher in the classroom for the balance of the school year. Teacher and District agree that the liquidated damages which may be assessed against Teacher for resigning, with Governing Board approval, during the term of this Contract shall be in the amount of One Thousand Dollars (\$1,000.00)."

When the Governing Board approved the 2015-2016 teacher's employment contract language, it was agreed that the existence of one or more of four extenuating circumstances would preclude a teacher from having to pay the liquidated damages – (1) retirement into the Arizona State Retirement System with prior advance notice (during annual issuance of contracts) and with the agreement that the employee will complete the semester or year during which he/she is eligible to retire; (2) internal/external promotion to a position that involves supervision or advancement in title and movement to a new contract template (e.g., from a teaching position to an administrative position); (3) verified medical reasons that would not allow him/her to fulfill the duties as a teacher; and (4) a move out of county, state, or country beyond the employee's control – and that specific and verifiable information would be included in the teacher's resignation letter.

Ms. Kosterman's name was listed on the January 26, 2016 Governing Board meeting agenda, under the Human Resources, Personnel listing, as "Resignation/Release From Contract (Pending Payment of Liquidated Damages)". Following the January 26, 2016 Governing Board meeting, a letter of notification was sent to Ms. Kosterman on January 27, 2016 stating that the Governing Board had accepted her resignation pending the payment of liquidated damages, and that she had thirty days from the date of the letter in which to make payment or her name would be taken to the Governing Board following the expiration of the thirty day period for breach of contract and subsequent reporting to the Arizona Department of Education. Ms. Kosterman did not pay the liquidated damages fee within the thirty day period and has not been released from her teaching contract.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

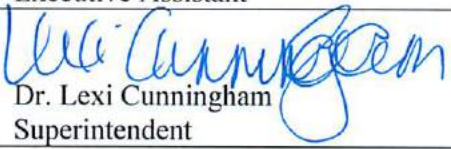
The teacher's employment contract language was drafted by the District's attorney and is a legal and binding document. Both the District and the teacher have an obligation to follow the requirements of the document.

BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

It is recommended that the Governing Board approve the resolution for breach of contract by Ms. Kristy Kosterman and that said resolution is sent to the Arizona Department of Education.

Submitted by:	Karyn Morse Eubanks Executive Assistant	Date:	March 31, 2016
Reviewed by:	 Dr. Lexi Cunningham Superintendent	Date:	March 31, 2016



**GOVERNING BOARD
TOLLESON UNION HIGH SCHOOL DISTRICT #214
MARICOPA COUNTY, ARIZONA**

**RESOLUTION
BREACH OF CONTRACT – KRISTY KOSTERMAN, TEACHER**

WHEREAS, the 2015-2016 Tolleson Union High School District Teacher’s Employment Contract contains language requiring the payment of liquidated damages in the amount of \$1,000 and payable to Tolleson Union High School District in the event that a teacher signs a contract and subsequently resigns during the term of the contract.

WHEREAS, the existence of one or more of four extenuating circumstances would preclude a teacher from having to pay the liquidated damages – (1) retirement into the Arizona State Retirement System with prior advance notice (during annual issuance of contracts) and with the agreement that the employee will complete the semester or year during which he/she is eligible to retire; (2) internal/external promotion to a position that involves supervision or advancement in title and movement to a new contract template; (3) verified medical reasons that would not allow him/her to fulfill the duties as a teacher; and (4) a move out of county, state, or country beyond the employee’s control – and that specific and verifiable information would be included in the teacher’s resignation letter. Said employee would be released from the District pending Governing Board approval.

WHEREAS, a teacher who resigns or retires subsequent to signing said contract and does not meet one of the four exceptions will not be released from the Tolleson Union High School District until such time as the Governing Board has approved the resignation of said teacher and payment of liquidated damages has been made by said teacher within a specified thirty day period.

WHEREAS, if said employee does not pay the liquidated damages fee within the specified thirty day period, the employee’s name will be taken to the Governing Board for breach of contract and subsequent reporting to the Arizona Department of Education.

NOW, THEREFORE, BE IT RESOLVED, Ms. Kristy Kosterman has not paid the liquidated damages fee within the specific thirty day period, has not been released from her teaching contract with the Tolleson Union High School District, and will be reported to the Arizona Department of Education for breach of contract.

This resolution was moved, seconded, and passed at a meeting of the Tolleson Union High School District #214 Governing Board on April 12, 2016.

GOVERNING BOARD
TOLLESON UNION HIGH SCHOOL DISTRICT #214
OF MARICOPA COUNTY, ARIZONA

Steven Chapman, Member

Vincent Moreno, Member

Devin Del Palacio, Member

Freddie Villalon, Member

Corina Madruga, Member

SUMMARY OF AGENDA ITEM

MEETING DATE: April 12, 2016

AGENDA SUBJECT: Resolution of Breach of Contract – Angelica White

PURPOSE:

Administration seeks a Governing Board resolution for the unprofessional behavior of La Joya Community High School teacher Angelica White.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

Ms. White signed a certified employment contract for the 2015-2016 school year. Subsequent to signing a contract, she submitted a letter of resignation.

Paragraph 17 of the Teacher's Employment Contract states, "Teacher recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Teacher does not fulfill the obligations under this Contract. Teacher and District agree that these expenses, added to the emotional expense to the students who will not have the stability of a single teacher, are difficult to determine, and therefore, that it is appropriate to assess an amount certain as liquidated damages. Teacher and District agree for the purposes of this paragraph, "resigning" and "resignation" shall include Teacher retiring during the school year unless the retired teacher remains in the classroom under a "return to work plan" which serves to retain Teacher in the classroom for the balance of the school year. Teacher and District agree that the liquidated damages which may be assessed against Teacher for resigning, with Governing Board approval, during the term of this Contract shall be in the amount of One Thousand Dollars (\$1,000.00)."

When the Governing Board approved the 2015-2016 teacher's employment contract language, it was agreed that the existence of one or more of four extenuating circumstances would preclude a teacher from having to pay the liquidated damages – (1) retirement into the Arizona State Retirement System with prior advance notice (during annual issuance of contracts) and with the agreement that the employee will complete the semester or year during which he/she is eligible to retire; (2) internal/external promotion to a position that involves supervision or advancement in title and movement to a new contract template (e.g., from a teaching position to an administrative position); (3) verified medical reasons that would not allow him/her to fulfill the duties as a teacher; and (4) a move out of county, state, or country beyond the employee's control – and that specific and verifiable information would be included in the teacher's resignation letter.

Ms. White's name was listed on the January 26, 2016 Governing Board meeting agenda, under the Human Resources, Personnel listing, as "Resignation/Release From Contract (Pending Payment of Liquidated Damages)". Following the January 26, 2016 Governing Board meeting, a letter of notification was sent to Ms. White on January 27, 2016 stating that the Governing Board had accepted her resignation pending the payment of liquidated damages, and that she had thirty days from the date of the letter in which to make payment or her name would be taken to the Governing Board following the expiration of the thirty day period for breach of contract and subsequent reporting to the Arizona Department of Education. Ms. White did not pay the liquidated damages fee within the thirty day period and has not been released from her teaching contract.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

The teacher's employment contract language was drafted by the District's attorney and is a legal and binding document. Both the District and the teacher have an obligation to follow the requirements of the document.

BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

It is recommended that the Governing Board approve the resolution for breach of contract by Ms. Angelica White and that said resolution is sent to the Arizona Department of Education.

Submitted by: Karyn Morse Eubanks Date: March 31, 2016
Executive Assistant

Reviewed by: Dr. Lexi Cunningham Date: March 31, 2016
Superintendent



**GOVERNING BOARD
TOLLESON UNION HIGH SCHOOL DISTRICT #214
MARICOPA COUNTY, ARIZONA**

**RESOLUTION
BREACH OF CONTRACT – ANGELICA WHITE, SOCIAL WORKER**

WHEREAS, the 2015-2016 Tolleson Union High School District Teacher’s Employment Contract contains language requiring the payment of liquidated damages in the amount of \$1,000 and payable to Tolleson Union High School District in the event that a teacher signs a contract and subsequently resigns during the term of the contract.

WHEREAS, the existence of one or more of four extenuating circumstances would preclude a teacher from having to pay the liquidated damages – (1) retirement into the Arizona State Retirement System with prior advance notice (during annual issuance of contracts) and with the agreement that the employee will complete the semester or year during which he/she is eligible to retire; (2) internal/external promotion to a position that involves supervision or advancement in title and movement to a new contract template; (3) verified medical reasons that would not allow him/her to fulfill the duties as a teacher; and (4) a move out of county, state, or country beyond the employee’s control – and that specific and verifiable information would be included in the teacher’s resignation letter. Said employee would be released from the District pending Governing Board approval.

WHEREAS, a teacher who resigns or retires subsequent to signing said contract and does not meet one of the four exceptions will not be released from the Tolleson Union High School District until such time as the Governing Board has approved the resignation of said teacher and payment of liquidated damages has been made by said teacher within a specified thirty day period.

WHEREAS, if said employee does not pay the liquidated damages fee within the specified thirty day period, the employee’s name will be taken to the Governing Board for breach of contract and subsequent reporting to the Arizona Department of Education.

NOW, THEREFORE, BE IT RESOLVED, Ms. Angelica White has not paid the liquidated damages fee within the specific thirty day period, has not been released from her teaching contract with the Tolleson Union High School District, and will be reported to the Arizona Department of Education for breach of contract.

This resolution was moved, seconded, and passed at a meeting of the Tolleson Union High School District #214 Governing Board on April 12, 2016.

GOVERNING BOARD
TOLLESON UNION HIGH SCHOOL DISTRICT #214
OF MARICOPA COUNTY, ARIZONA

Steven Chapman, Member

Vincent Moreno, Member

Devin Del Palacio, Member

Freddie Villalon, Member

Corina Madruga, Member

SUMMARY OF AGENDA ITEM

MEETING DATE: April 12, 2016

AGENDA SUBJECT: Minutes – March 8, 2016 Regular Meeting and Executive Session

PURPOSE:

Administration seeks Governing Board approval of the March 8, 2016 Governing Board Regular Meeting and Executive Session minutes.

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 March 8, 2016 Governing Board Regular Meeting and Executive Session minutes.

Submitted by: Karyn Morse Eubanks
Executive Assistant

Date: March 9, 2016

Reviewed by: 
Dr. Lexi Cunningham
Superintendent

Date: March 9, 2016



TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214

**GOVERNING BOARD MINUTES
REGULAR MEETING AND EXECUTIVE SESSION
TUESDAY, MARCH 8, 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 6:00 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 Revised Regular Agenda

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

Celebrations

A. Employees of the Month

The Employee of the Month recognition is bestowed upon employees who have exemplified the mission, vision, and purpose of the Tolleson Union High School District. These employees have made a positive impact on student achievement and serve as an inspiration to others by showing a commitment to providing excellent customer service. The following January 2016 Employees of the Month were recognized for their contributions to the District.

Copper Canyon High School

McKinleigh Walters, Math Instructional Assistant
Sandra Wellwerts, Math Teacher

La Joya Community High School

Patsy St. John, Integrated Science Teacher
Emily Tonn, Psychology and Sociology Teacher

B. Athletes of the Month

The Athlete of the Month Program recognizes student athletes who exhibit exemplary sportsmanship, performance, leadership, and work ethic, both in the classroom and in a competitive environment. The following February 2016 Athletes of the Month were recognized:

Copper Canyon High School

Karen Peraza (Basketball) and Terrell Felix (Basketball)

La Joya Community High School

Marquis Chavez (Basketball) and Orlando Mendoza (Soccer)

Sierra Linda High School

Janae Gonzales (Basketball) and Kuayveon Dyer (Wrestling)

Tolleson Union High School

Danielle Falcon (Softball) and Dale “DJ” Wyman (Baseball)

Westview High School

Abigail Whitman (Softball) and Christian Hernandez (Track)

C. *In View with Larry King Video*

In October 2015, a crew from *In View with Larry King* shot a segment for the show at Tolleson Union High School highlighting education and economic sustainability. The finished segment was shown.

Public Participation

There were two requests to address the Governing Board:

- Dennis Carey – questioned why he was removed from the list of guest teachers.
- Barbara Saltzman – spoke of issues pertaining to the culinary kitchen at Tolleson Union High School.

Summary of Current Events

Superintendent – Dr. Cunningham

- The District currently has 351 more students enrolled than at the same time last year, showing the District is continuing to grow.
- After the shooting that took place at Independence High School, Copper Canyon High School staff sent a basket of treats and a card signed by faculty and staff. In return, IHS administration sent a thank you to CCHS – *“Your compassion and care were witnessed by our students, families, staff, and the entire GUHSD community. We are so very grateful for the outpouring of love and support we received from you during this tragedy and cannot express enough how thankful we are to have had your support.”*
- The Arizona Department of Education visited La Joya Community High School last week to observe how the District has implemented Blackboard into instruction. ADE is considering using Blackboard as the state learning management system. Blackboard recommended that ADE observe TUHSD’s successful transition to the new system.
- March Madness has come to Sierra Linda High School. The Guidance Department has arranged for universities, colleges, trade schools, and other post-secondary organizations to be on campus. Students have an opportunity to visit and talk to representatives throughout the week.
- University High School science students are visiting the Grand Canyon University cadaver lab, going on a school tour, and having lunch at GCU. This is a yearly trip for UHS science students.
- Two Westview High School students have been notified that they are semi-finalists for a Dorrance Scholarship. The Dorrance Scholarship Program supports as many as 150 recipients at Arizona’s three public universities and South Mountain Community College.
- Continuing Education Academy and Lighthouse Academy students went to the Tolleson Youth Center to participate in a City of Phoenix presentation on healthy relationships. The students roll played different scenarios and listened to a guest speaker.
- Tolleson Union High School’s PBIS Program has introduced “Dub” cards. These are cards that students can use to recognize staff who demonstrate positive behavior. Throughout the week, faculty and staff have an opportunity to receive a “Dub” card from students for being respectful and caring.
- TUHSD will host a West Valley Job Fair on March 9, 2016 at Copper Canyon High School. Including the District, nine west valley school districts will be represented.

Governing Board

- Mr. Moreno announced that he will not run again for the Governing Board once his term ends in December. Emphasizing that working with students is a great career choice, Mr. Moreno will continue working toward obtaining a degree that will allow him to become a guidance counselor. Further, Mr. Moreno encouraged the public to seek out worthy candidates to run for a Governing Board seat.

- Mr. Villalon, Mr. Del Palacio, and Mr. Chapman thanked Mr. Moreno for his service to the District.
- Mr. Del Palacio, Ms. Madruga, and Mr. Chapman extended their appreciation to those who planned and/or participated in the Strategic Planning Process Forum on March 5, 2016.
- Mr. Del Palacio stated he had attended a National School Boards Association caucus meeting and will forward material to the other Governing Board members for the NSBA annual caucus meetings in April.
- Mr. Chapman mentioned that he had attended the Westview High School Gold Medal Beat the Odds ceremony and the most recent Coffee with the Superintendent gathering.

Approval of the Consent Agenda

Mr. Moreno moved to approve the Consent Agenda with the exception of Item *3.A; Award of Contract – RFQ #16-008-16, Copper Canyon Roof Restoration; seconded by Mr. Villalon. In a roll call vote, the motion carried 5-0.

Discussion/Action of Item(s) Previously Removed from the Consent Agenda – Item *3.A; Award of Contract RFQ #16-008-16, Copper Canyon Roof Restoration

Mr. Moreno recognized Richard Oros, Executive Director of Facilities Management, for his diligence in ensuring that the District received a new roof for Copper Canyon High School with a 20-year warranty paid for by the School Facilities Board.

Mr. Moreno moved to approve the award of RFQ #16-008-16, Copper Canyon Roof Restoration, in the amount of \$506,993.00, to Jim Brown & Sons Roofing Co., Inc.; seconded by Mr. Chapman. In a roll call vote, the motion carried 5-0.

CONSENT AGENDA * ITEMS

Human Resources *

A. Personnel Items

ADMINISTRATIVE STAFF

Re-employment of Personnel for the 2016/2017 School Year

Abbas, Michael	CCHS	Assistant Principal
Marsit, Mindy	CCHS	Principal
Stewart, Jonathan	CCHS	Assistant Principal
Stinnett, Richard	CCHS	Assistant Principal
Baerwald, Kimberley	DO	Instructional Leadership Coordinator, Math and Science
Baumgart, Nicole	DO	Instructional Leadership Coordinator, English and Social Studies
Gardner, Jennifer	DO	Instructional Leadership Coordinator, Literacy
Johnson, Travis	DO	Director of Alternative Education
Landis, Vickie	DO	Director of Curriculum and Instruction
McKintosh, Deborah	DO	Director of Career and Technical Education
York, Robin	DO	English Acquisition Program Coordinator
Fahleson, Derek	LJCHS	Assistant Principal
Haskins, Brandi	LJCHS	Principal
Jackson, Makayla	LJCHS	Assistant Principal
McClendon, Paul	LJCHS	Assistant Principal

Re-employment of Personnel for the 2016/2017 School Year (Continued)

Madrid, Timothy	SLHS	Principal
Renouard, John	SLHS	Assistant Principal
Sempkowski, Lorin	SLHS	Assistant Principal
Valenzuela, Christina	SLHS	Assistant Principal
Doyle, Chad	TUHS	Assistant Principal
Howell, Suzanne	TUHS	Assistant Principal
Molina, Ernest	TUHS	Principal
Thompson, Susan	UHS	Academic Dean
Junk, Thomas	WHS	Assistant Principal
Lee, Tonya	WHS	Assistant Principal
Peters, Russell	WHS	Assistant Principal
Wilson, Michele	WHS	Principal

Re-employment of Personnel for the 2016/2017 School Year Under Phased Retirement

Speer, John	DO	Assistant Superintendent for Teaching and Learning
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CERTIFICATED PROFESSIONAL SERVICES STAFF

Re-employment of Personnel for the 2016/2017 School Year

Carter, Jeffrey	DO	Instructional Coach, Math
Carver, Madge	DO	Program Coordinator, Special Services
Geiger, Benjamin	DO	District Mentor
Hill, Amy	DO	Program Coordinator, Special Services
Lawson Risoldi, Liza	DO	District Mentor
Mitchell, Jason	DO	Instructional Coach, Literacy
Sanchez Sgrillo, Elizabeth	DO	District Mentor
Suggs, Tara	DO	Instructional Technology Integration Specialist
Thomsen, Teri	DO	District Mentor

NON-CERTIFICATED PROFESSIONAL SERVICES STAFF

Re-employment of Personnel for the 2016/2017 School Year

Aguirre, Antonio	DO	Network and Project Manager
Barrie, Wendy	DO	Director of Special Services
Bounds, Patricia	DO	SIS Coordinator
Burt, Cheryl	DO	Director of Purchasing
Eubanks, Karyn Morse	DO	Executive Assistant to the Superintendent and Governing Board
Gonzalez, Francisco	DO	Plant Manager, TUHS
Johns, Timothy	DO	Plant Manager, WHS
Kistler, Eric	DO	Software Developer
Lochner, Bianca	DO	Director of Technology
Luvisi, Kimberly	DO	Director of Food and Nutrition Services
Mendoza, Cruzita	DO	Facilities Management Supervisor
McLaughlin, Tracy	DO	Director of Financial Services

Re-employment of Personnel for the 2016/2017 School Year (Continued)

Morin, Ramon	DO	Plant Manager, LJCHS
Moya, Julia	DO	Payroll and Accounting Manager
Olson, Bruce	DO	Network Systems Administrator
Oros, Richard	DO	Executive Director of Facilities Management
Ortega-Rosales, Hilda	DO	Grants and Federal Projects Coordinator
Stewart, Michael	DO	Director of Human Resources
Udisky, Beth	DO	District Prevention Coordinator
Vallone, Peter	DO	Plant Manager, SLHS

Re-employment of Personnel for the 2016/2017 School Year Under Phased Retirement

Reddin, Lovina	DO	Director of Transportation
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CERTIFIED STAFF**Employment of Personnel**

Delgado, Danielle	TUHS	Social Worker
Morrissey, Daniel	TUHS	Special Services
Yarolem, Brian	TUHS	MJROTC Instructor

Re-employment of Personnel for the 2016/2017 School Year

Abbott, Richard	CCHS	Economics
Abrams, Richard	CCHS	Physical Education
Adrian, Kristen	CCHS	English
Akers, Katherine	CCHS	Physics/General Science
Allman, Charles	CCHS	English
Arellano, Andrew	CCHS	Biology
Atkinson, Dacia	CCHS	Physical Education
Atkinson, Ryan	CCHS	Special Services
Bankston, Ashley	CCHS	Special Services
Bauer, Maury	CCHS	School Psychologist
Berger, Robert	CCHS	Mathematics
Bhatnagar, Omi	CCHS	English
Boeck, Christopher	CCHS	Biology
Brown, Cynthia	CCHS	Music
Brown, John	CCHS	Biology
Browne, Morgan	CCHS	Special Services
Bruce, Marcus	CCHS	Physical Education
Castro, Christina	CCHS	Mathematics
Conners, Erin	CCHS	Media Center Specialist
Davis, Patrick	CCHS	English
Doherty, Maryse	CCHS	French
Donovan, Ted	CCHS	Mathematics
Dusthimer, Cody	CCHS	History
Epp, Ashley	CCHS	English
Ernster, Rachelle	CCHS	Social Worker
Farley, Kendrick	CCHS	English
Frank, Ronald	CCHS	Physical Education
Frazier, Alicia	CCHS	English

Re-employment of Personnel for the 2016/2017 School Year (Continued)

Gammon, Michelle	CCHS	English/Reading
Garrish, Rick Tanner	CCHS	Physical Education
Glover, Sylvester	CCHS	Chemistry
Godinez, Nancy	CCHS	Spanish
Gonzalez, Pedro	CCHS	Spanish
Goodloe, Joshua	CCHS	Special Services
Goodsell, Jeremy	CCHS	English
Gouveia, Yvette	CCHS	Spanish
Hahs, Melody	CCHS	Special Services
Hennesy, Susan	CCHS	Guidance Advisor
Herrera, Vincent	CCHS	English
Heytens, Andrew	CCHS	Mathematics
Ingersoll, Faith	CCHS	Special Services
James, Britt	CCHS	English
Jimerson, Dekenda	CCHS	CTE
Johnson, Geoff	CCHS	Political Science/Government
Johnson, Kirk	CCHS	History
Kemmer, Shawn	CCHS	Psychology/Sociology
Khoo, Li Pei	CCHS	Dance
Klunk, Andrew	CCHS	General Science
Knudsen, Niels	TUHS	CTE (.6 FTE)
Lamothe, Brian	CCHS	Guidance Advisor
Lance, Sean	CCHS	History
Lapalm, Doug	CCHS	Physical Education
Lehman, Derick	CCHS	CTE
Lewandowski, Lindsey	CCHS	Art
Lewis, Sara	CCHS	Guidance Advisor
Luetmer, Grace	CCHS	Mathematics
Macias, Catarina	CCHS	General Science
Malave, Joy	CCHS	Reading
Matthews, Kelly	CCHS	CTE
McIntosh, Colin	CCHS	Mathematics
Melde, Laura	CCHS	Physical Education
Miller, Frederick	CCHS	History
Mosoianu, Adrian	CCHS	Mathematics
Muhammad-Douglas, Linda	CCHS	Reading
Murphy, Paul	CCHS	CTE
Neese, Jeanette	CCHS	CTE
Newman, Jeffrey	CCHS	English
Nicol, Cory	CCHS	History
Perry, Lisa	CCHS	Special Services
Purdy, Linda	CCHS	Visual Art
Quintero, Alicia	CCHS	Special Services
Riggers, Warren	CCHS	Earth Science
Riggs, Randahl	CCHS	Guidance Advisor
Robertson, Lindsey	CCHS	Mathematics
Rodas, Amy	CCHS	SEI/ELL
Saini, Archana	CCHS	SEI/ELL
Schaefer, Cara	CCHS	Physical Education

Re-employment of Personnel for the 2016/2017 School Year (Continued)

Seckinger, Kristal	CCHS	Special Services
Stagliano, Joseph	CCHS	Special Services
Stevanov, Alex	CCHS	Biology
Stodola, Richard	CCHS	Mathematics
Stuart, Seth	CCHS	Guidance Advisor
Sweat, Sara	CCHS	Special Services
Tandel, Tiffany	CCHS	English
Torres, Michael	CCHS	Music
Tracy, Melissa	CCHS	CTE
Turner, Anika	CCHS	History/Political Science/Government
Unsworth, Matthew	CCHS	History
Vega, Guillermo	CCHS	English
Vinson, Sara	CCHS	Special Services
Warren, Andrew	CCHS	History
Weir, Kathryn	CCHS	English/Reading
Wellum, Justin	CCHS	Chemistry
Wellwerts, Sandra	CCHS	Mathematics
Zukowski, Shreyia	CCHS	School Nurse/RN
Aguilar, Margaret	CEA	Credit Recovery
Alvarez, Sandra	CEA	Social Worker
Eavey, James	CEA	Special Services
Mader, Dennis	CEA	English
Sharpe, Catherine	CEA	Credit Recovery
Carver, James	LA	Credit Recovery
Latten II, Aedee	LA	Credit Recovery
Jenkins, Nicholas	LA	English
Virgil, Leigh	LA	Special Services
Abel, Zeke	LJCHS	Mathematics
Alaniz, Kevin	LJCHS	Special Services
Arellano, Jesus	LJCHS	History
Baez, Felipe, Jr	LJCHS	English
Beachy, Nathan H	LJCHS	English
Beasley, Otis	LJCHS	Reading
Beck, Jennifer	LJCHS	History/Political Science/Government
Bond, Karola	LJCHS	Chemistry
Brasch, Nikole	LJCHS	History
Breceda Cooper, William	LJCHS	English
Brunk, April	LJCHS	English
Buchignani, Cassandra	LJCHS	English
Cadigan, John	LJCHS	Mathematics
Cardiel, Jesus	LJCHS	Spanish
Dabney, Darrell	LJCHS	Special Services
Deleon, Molly	LJCHS	Mathematics
Diaz, Fernando	LJCHS	Art/Ceramics
Durrant, Mira	LJCHS	Special Services
Eaton, Heather	LJCHS	Photography

Re-employment of Personnel for the 2016/2017 School Year (Continued)

Fingerson, Chad	LJCHS	Mathematics
Flynn, Robyn	LJCHS	Music
Fontes, Jonathan	LJCHS	Physical Education
Gorgan, Samantha	LJCHS	English
Gregory, Michael	LJCHS	Mathematics
Guiney, Lindsay	LJCHS	Physical Education
Harding, Derek	LJCHS	Mathematics
Hauss, Christopher	LJCHS	Biology
Hofmann, David	LJCHS	Physical Education
Hughes, Richard	LJCHS	Reading
Hurtado, Fernando	LJCHS	English
Igwe, Tricia	LJCHS	Media Center Specialist
Ingram, Kylee	LJCHS	Biology
Jacinto, Vanessa	LJCHS	CTE
Kovach, Zachary	LJCHS	Physics
Kuehn, Deborah	LJCHS	CTE
Kuipers, Jonathan	LJCHS	Biology
Kvot, William	LJCHS	French
Landgrebe, Jennifer	LJCHS	Biology
Lauletta, Gwen	LJCHS	Visual Art
Lefebvre, Roger	LJCHS	Credit Recovery
Lewis, Jeremy	LJCHS	Biology
Locker, Laura	LJCHS	Spanish
Lohman, Rachel	LJCHS	Special Services
Loughran, Lindsey	LJCHS	Guidance Advisor
Lucca, Nathan	LJCHS	History
Ludlow, Katherine	LJCHS	Speech/Drama
Mahal, Rikinder	LJCHS	Mathematics
Marshall, Catherine	LJCHS	CTE
Martinez, Rachel	LJCHS	Biology
Martiny, Zachary	LJCHS	History
Meza, Carlos	LJCHS	History
Mikkelsen, Camille	LJCHS	Special Services
Miley, Whitney	LJCHS	Special Services
Mitchell, Joshua	LJCHS	Physical Education
Morris, Katherine	LJCHS	Special Services
Muldrow, Denise	LJCHS	Special Services
Muller, Maryann	LJCHS	Mathematics
Nichols, Janeen	LJCHS	Special Services
Nowbath, Stephen	LJCHS	Biology
Ortega, Omar	LJCHS	Spanish
Owen, Gregory	LJCHS	Biology
Oxford, Paula	LJCHS	Physical Education
Perez, Peter	LJCHS	Guidance Advisor
Quinonez, Natalie	LJCHS	Physical Education
Ramirez, Claudia	LJCHS	Spanish
Recio, Bridget	LJCHS	English
Richman, Debbie	LJCHS	School Nurse/RN
Rodriguez, Carlos	LJCHS	History/Political Science/Government/ Economics

Re-employment of Personnel for the 2016/2017 School Year (Continued)

Romo, Vanessa	LJCHS	Social Worker
Rosenberger, Johnathan	LJCHS	English
Saco, Sandra	LJCHS	English
Salcido, Michelle	LJCHS	English
Schmunk, Greg	LJCHS	Special Services
Schulz, Jaimie	LJCHS	Guidance Advisor
Sciacchitano, Andrew	LJCHS	Mathematics
Sepulveda, Fernando, Jr.	LJCHS	Physical Education
Simpson, Troy	LJCHS	Special Services
St. John, Patricia	LJCHS	General Science
Stegner, Linnea	LJCHS	French
Taylor, Mark	LJCHS	History
Tonn, Emily	LJCHS	Social Studies
Turbitt, Jeffrey	LJCHS	English
Turnbaugh, Lynette	LJCHS	English
Valenzuela, Ernestina	LJCHS	Guidance Advisor
Vandernaalt, Shawn	LJCHS	Guidance Advisor
Villarreal, Stephanie	LJCHS	Reading
Virgil, Jose	LJCHS	School Psychologist
West, Scott	LJCHS	History
Whiting, James	LJCHS	Economics
Wright, Alana	LJCHS	Special Services
Zemeida, Greg	LJCHS	English
Aiton, Stephen	SLHS	Music
Arviso, Christina	SLHS	Mathematics
Baldinelli, John	SLHS	Mathematics
Belanger, Susanna	SLHS	English
Bihn, William	SLHS	Mathematics
Boydston, Chase	SLHS	History
Brooks, Meggan	SLHS	History
Carranza, Desirae	SLHS	Physical Education
Chavez, Petra	SLHS	Biology
Chinchilla, Christopher	SLHS	English
Ciesielczyk, Jacob	SLHS	Biology
Clark, Stephanie	SLHS	Mathematics
Clark, Ty	SLHS	Special Services
Contreras, Sara	SLHS	Special Services
Deibert, Alysha	SLHS	Biology
Del Rincon, Agueda	SLHS	Spanish
Diaz, Matias	SLHS	Spanish
Dima, Valentina	SLHS	Visual Art
Emelander, Tanya	SLHS	Physical Education
Enciso, Andrew	SLHS	History
Erickson, Kristina	SLHS	English
Falvo, Cheryl	SLHS	English
Figueroa, Breezy	SLHS	Special Services
Figueroa, Daniel	SLHS	Spanish
Franciotti, Deanna	SLHS	Reading

Re-employment of Personnel for the 2016/2017 School Year (Continued)

Fresquez, Lissa	SLHS	Media Center Specialist
Furkert, Karen	SLHS	English
Galletti, Carlos	SLHS	Music
Garcia, Edith	SLHS	Physical Education
Giles, Ashley	SLHS	Special Services
Given, Diana	SLHS	Mathematics/Speech/Drama
Gordon, Samantha	SLHS	CTE
Haagensen, Joshua	SLHS	History
Hamilton, John	SLHS	Credit Recovery
Helmer, Hilary	SLHS	Dance
Hernandez, Daisy	SLHS	Guidance Advisor
Jordan, Piper	SLHS	Visual Art
Lim, Michael	SLHS	Visual Art
Love, Brandon	SLHS	Special Services
Lozano, Antonio	SLHS	Music
Luchsinger, Yesmina	SLHS	Intervention Specialist
Lund, William	SLHS	Biology
Lussier, Michael	SLHS	Economics
Maguire, Shelby	SLHS	Biology
Marks, Ramon	SLHS	Physical Education
Marshall, Tramane	SLHS	History
Murrieta, David	SLHS	Visual Art
Ostrowski, Tiffany	SLHS	Guidance Advisor
Pacheco, Christy	SLHS	Reading
Palange, Alfred	SLHS	History
Pankaj, Prem	SLHS	Mathematics
Perez, Sushyla	SLHS	CTE
Perez, Taylor	SLHS	Social Worker
Quezada, Eva	SLHS	SEI/ELL
Quinonez Zanabria, Eduardo	SLHS	Chemistry
Ramirez, Amanda	SLHS	English
Ramirez, Daniel	SLHS	Spanish
Reeser, Steven	SLHS	English
Reyes, Lai-Ching	SLHS	Mathematics
Richards, Angela	SLHS	Special Services
Roman, Victoria	SLHS	SEI/ELL
Ross, Larry	SLHS	Journalism/Photography
Saenz, Sonia	SLHS	CTE
Saldamando, Denise	SLHS	Guidance Advisor
Sanchez, Ruth	SLHS	English
Sanders, Joely	SLHS	Guidance Advisor
Schmidt, Christina	SLHS	General Science
Schweikert, John	SLHS	Mathematics
Shelkin-Hill, Judith	SLHS	CTE
Siano, Jessica	SLHS	Mathematics
Skousen, Elizabeth	SLHS	Mathematics
Slaybaugh, Chad	SLHS	School Psychologist
Sovinski, Kaitlin	SLHS	Biology
Stout, Slate	SLHS	English

Re-employment of Personnel for the 2016/2017 School Year (Continued)

Tillotson, Brenton	SLHS	English
Tous, Christine	SLHS	English
Trischan, Andrea	SLHS	English
Trischan, James	SLHS	Physical Education
Valev, Tzvetan	SLHS	Chemistry/Biology
Vaughan, Janel	SLHS	English
Vazquez, Whoopi	SLHS	Special Services
Young, Bleshea	SLHS	Biology
Zmolek, Meg	SLHS	Mathematics
Adams, William	TUHS	Special Services
Alessi, John	TUHS	History
Alvarez, Francisco	TUHS	Spanish
Andronic, Benjamin	TUHS	Mathematics
Anibas, Karla	TUHS	Guidance Advisor
Anwar, Girmar	TUHS	Biology
Arpaia, Mary	TUHS	Spanish
Baker, Shane	TUHS	Speech/Drama
Barnes, Grace	TUHS	Guidance Advisor
Barnhiser, Lora	TUHS	Visual Art
Beland, Lynda	TUHS	Special Services
Benson, Nicole	TUHS	Media Center Specialist
Bingham, Julie	TUHS	Special Services
Brankel, Alicia	TUHS	English
Carlson, Aaron	TUHS	SEI/ELL
Carter, Sheila	TUHS	Visual Art
Chernyshova, Yana	TUHS	French
De Vera, Maria	TUHS	Special Services
Estupinan, Alba	TUHS	Spanish
Fedina, Tabitha	TUHS	Biology
Finch, Stephanie	TUHS	Guidance Advisor
Gabriel, Laura	TUHS	Biology
Galindo, Miguel	TUHS	Mathematics
Garry, Dennis	TUHS	Chemistry
German, Diana	TUHS	Spanish
Goetz, Sariah	TUHS	Biology
Gonzalez, Stephanie	TUHS	Visual Art
Greer, Joseph	TUHS	Mathematics
Gulick, Rosemary	TUHS	Physical Education
Hernandez, Daisy M	TUHS	English
Hogan, Lisa	TUHS	Special Services
Hopper, Daniel	TUHS	Biology
Humble, Steven	TUHS	Special Services
Hurley, Ashley	TUHS	English
Hymel, Clifford	TUHS	Earth Science
Jordan, Freddie	TUHS	MJROTC
Kindell, Brian	TUHS	Mathematics
Kindell, Robyn	TUHS	Mathematics
King, Annette	TUHS	English

Re-employment of Personnel for the 2016/2017 School Year (Continued)

Knudsen, Niels	TUHS	CTE (.4 FTE)
Langan, Sean	TUHS	Mathematics
Larm, Luke	TUHS	Mathematics
Laubscher, Katherine	TUHS	History
Lauer, Scott	TUHS	Economics
Lee, Joseph	TUHS	English
Meana, Andrew	TUHS	Special Services
Meana, Sara	TUHS	Mathematics
Medrano, Mark	TUHS	Earth Science
Minton, Tyler	TUHS	Chemistry
Montalvo, Sergio	TUHS	School Psychologist
Nichols, David	TUHS	History/Political Science/Government
Novak, William	TUHS	Music
Peacock, Rosie	TUHS	Reading
Pedro Vicente, Yesenia	TUHS	English
Pinkelman, Lexie	TUHS	English
Rhoades, Tallyn	TUHS	Political Science/Government
Riccelli, Denny	TUHS	Mathematics
Richardson, Scott	TUHS	Physical Education
Riley, Patrick	TUHS	History
Rodriguez, Amira	TUHS	Biology
Rodriguez, Lucia	TUHS	Mathematics
Saltzman-Carey, Barbara	TUHS	CTE
Sanchez, Ruth	TUHS	English
Schweikert, Kathleen	TUHS	English/Reading
Simons, Crystal	TUHS	Guidance Advisor
Sinor, Charles	TUHS	History
Sobampo, Elena	TUHS	CTE
Soto, Portia	TUHS	Reading
Stier, Nancy	TUHS	English
Stuart, Tacara	TUHS	Mathematics
Tafoya Sanchez, Scott	TUHS	Mathematics
Thornton, James	TUHS	Special Services
Trigg, Leonard	TUHS	English
Valdivia, Silvia	TUHS	Mathematics
Vega Soledad, Martha	TUHS	Spanish
Walker, Cynthia	TUHS	School Nurse/RN
Wilbur, Jeffery	TUHS	Special Services
Wilke, Jason	TUHS	Physical Education
Wilkes, Heidi	TUHS	Dance
Wills, Heidi	TUHS	English
Wolochuk, Andrea	TUHS	Guidance Advisor
Woodman, Diane	TUHS	History
Young, Wayne	TUHS	CTE
Burns, Michelle	UHS	Mathematics
Caruso, Terry	UHS	English
Champie, Morgan	UHS	Guidance Advisor
Doyle, Dennis	UHS	Mathematics

Re-employment of Personnel for the 2016/2017 School Year (Continued)

Geshell, Sarah	UHS	Biology/Chemistry
Kennedy, Marissa	UHS	English
Lawson, Sharon	UHS	Physics
Markesich, Stephen	UHS	Biology
McClellan, Susan	UHS	Geography
Mozal, Danielle	UHS	Mathematics
Naylor, John	UHS	Biology
Ochoa, Brigitte	UHS	Guidance Advisor
O'Meara, Matthew	UHS	English
Padilla, John	UHS	History/Political Science/Government/ Economics
Perry, Clayton	UHS	Mathematics
Spacht, Tricianne	UHS	English
Tung, Qadri	UHS	Biology/Chemistry
Weber, Rena	UHS	History/Geography
White, Natasha	UHS	English
Anderson, Heather	WHS	Guidance Advisor
Arenas, Steven	WHS	English
Aronsohn, Liz	WHS	Physical Education
Arreguin, Nayeli	WHS	Spanish
Austin, Brian	WHS	Mathematics
Barnett, Catherine	WHS	History
Beadle, Dana	WHS	English
Biscotti Arquinigo, Nicole	WHS	Spanish
Bower, Stephen	WHS	Mathematics
Brannon, Michele	WHS	Spanish
Buensuceso, Monica	WHS	Guidance Advisor
Burd, Joni	WHS	Reading
Burgess, George	WHS	History
Camacho, Randy	WHS	History
Carroll, John	WHS	Physical Education
Casey, Michael	WHS	History
Caudill, Gay	WHS	Art
Centner, Patrick	WHS	Mathematics
Chaffee, William	WHS	Biology
Cleverly, Lori	WHS	Physical Education
Conner, Michael	WHS	Political Science/Government
Cook, Charlotte	WHS	Special Services
Degerman, Trevor	WHS	Mathematics
Delgado, Jesse	WHS	Special Services
Diaz, Jose	WHS	Spanish
Dixon, Lori	WHS	Music
Dourisseau, Devin	WHS	Biology
Eadelman, Faith	WHS	School Nurse/RN
Eccles, Thomas	WHS	History
Erekson, Jared	WHS	English
Faiello, Rebecca	WHS	Special Services
Fergus, Ashley	WHS	CTE

Re-employment of Personnel for the 2016/2017 School Year (Continued)

Ferguson, Eva	WHS	English
Fierros, Amy	WHS	English
Forest, McKenna	WHS	Dance
Garrett, Matthew	WHS	Chemistry
Gilliland, Stephanie	WHS	Guidance Advisor
Green, Courtney	WHS	Special Services
Guerra, Sienna	WHS	Biology
Hegewald, Perry	WHS	Mathematics
Henderson, Ronald	WHS	Music
Holliday, Lynn	WHS	Speech/Drama
Honne, Horacio	WHS	Physical Education
Irish, Robert	WHS	English
Ivey, Sara	WHS	Visual Art
Juarez, Erik	WHS	Economics
Kallmes, Lisa	WHS	History
Keith, Huntington	WHS	Earth Science
Liddicoat, Janyne	WHS	English
Linder, Pegi	WHS	English
Lobo, Oscar	WHS	Spanish
Longley, Michael	WHS	English
Lopez-Vejar, Patricia	WHS	CTE
Lynch, Julie	WHS	Guidance Advisor
Macias, Carlos	WHS	Spanish
Mangan, Patrick	WHS	History
Martel, Charles	WHS	Biology/Chemistry
McDowell, Robert	WHS	Mathematics
McEvoy, Brendan	WHS	English
Merklin, Sean	WHS	Mathematics
Mickadeit, Fritz	WHS	Chemistry/Physics
Miller, Clarice	WHS	English
Mosco, Michele	WHS	Media Center Specialist
Moses, Andrina	WHS	English
Nicoloff, Sarah	WHS	Mathematics
Nitka, Peter	WHS	Guidance Advisor
Novoa, Rosa	WHS	School Psychologist
Olderbak, Samuel	WHS	Mathematics
Parker, Joseph	WHS	Biology
Pederson, Matthew	WHS	Biology
Perez, Angela	WHS	Special Services Department Chair
Petruncola, Cristine	WHS	English
Puig, Nolly	WHS	Special Services
Ramirez, Nanette	WHS	CTE
Reynoso, Bryce	WHS	English
Rhoades, Miranda	WHS	Mathematics
Rice, Trevor	WHS	CTE
Richardson, Martha	WHS	English
Rydelnik, Seth	WHS	English
Sewell, Brian	WHS	Visual Art
Sluiter, Shad	WHS	CTE

Re-employment of Personnel for the 2016/2017 School Year (Continued)

Solomon, Carol	WHS	SEI/ELL
Somireddy, Rajini	WHS	Special Services
Soto, Steve	WHS	Physical Education
Squelch, Casandra	WHS	Biology
Thornton, Janet	WHS	English
Valkingburg, Paul	WHS	Mathematics
Van De Wille, Philip	WHS	Biology
Vargo, Megan	WHS	English
Washington, Peter	WHS	MJROTC
Weber, Jennifer	WHS	English
Williams, Darin	WHS	Reading
Willis, Tom	WHS	Biology
Wonner, Larry	WHS	Political Science/Government
Wylie, Misty	WHS	History

Re-employment of Personnel for the 2016/2017 School Year Under Phased Retirement

Daly, Kenneth	CCHS	English
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Spring Coaches

Abrams, Richard	CCHS	Varsity Boys Tennis Coach
Dusthimer, Cody	CCHS	Assistant Softball Coach
Farley, Kendrick	CCHS	Assistant Boys Track Coach
Goodloe, Joshua	CCHS	Assistant Baseball Coach
Johnson, Geoff	CCHS	Varsity Softball Coach
LaPalm, Doug	CCHS	Varsity Baseball Coach
Lehman, Derek	CCHS	Athletic Trainer
Mathews, Kelly	CCHS	Athletic Trainer
Melde, Laura	CCHS	Assistant Softball Coach
Schaefer, Cara	CCHS	Varsity Girls Tennis Coach
Stevanov, Alex	CCHS	Assistant Baseball Coach
Thomas, Larry	CCHS	Varsity Boys Track Coach
Turner, Anika	CCHS	Varsity Girls Track Coach
Vega, Guillermo	CCHS	Assistant Softball Coach
Ortega, Omar	LJCHS	Varsity Boys Track Coach

Resignation/Release From Contract (Liquidated Damages Do Not Apply)

Lopez, Rebecca	CCHS	Literacy
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Resignation at End of 2015/2016 School Year

Lake, David	LJCHS	Mathematics
Berquam, Juliane	SLHS	Special Services
Castro, Ashlee	TUHS	CTE
Wiggins, Christine	WHS	Special Services

CLASSIFIED STAFF**Employment of Personnel**

Camacho, Alexis	CCHS	Instructional Assistant II
Serrata, Elisa	CCHS	Instructional Assistant II

Employment of Personnel (Continued)

Gomez Perez, Edgar	LJCHS	Instructional Assistant I
Granado, Robert	DO	Substitute Bus Driver

Re-employment of Personnel for 2016/2017 School Year

Abdellahout, Gihan	CCHS	Cafeteria Cashier
Bankston, Curtis	CCHS	Instructional Assistant I
Benitez, Viviana	CCHS	Cafeteria Cashier
Birk, Barbara	CCHS	Instructional Assistant I
Cano, Norma	CCHS	Administrative Assistant IV
Castillo, Serena	CCHS	Cafeteria Cashier
Castro Alvarez, Bertha	CCHS	Cafeteria Cashier
Ceballos, Charles	CCHS	Security Guard
Ceja, Jovita	CCHS	Cafeteria Cashier
Chase, Karen	CCHS	Cafeteria Manager
Colman, Jennifer	CCHS	Instructional Assistant I
De La Cruz, Gladis	CCHS	Custodian III
Durazo, Vanessa	CCHS	Administrative Assistant III
Garcia, Antonio	CCHS	Technology Support Specialist II
Gonzalez, Erica	CCHS	Behavior Specialist
Guajardo, Lorena	CCHS	Behavior Specialist
Guerrero, Cheryl	CCHS	Instructional Assistant II
Helm, Luise	CCHS	Cafeteria Cashier
Huerta, Vanessa	CCHS	Administrative Assistant
Iribe, Angelica	CCHS	Administrative Assistant IV
Jones, Jeffrey	CCHS	Instructional Assistant II
Lassen, Shelly	CCHS	Instructional Assistant II
Lozano, Andrea	CCHS	Clerical Support II
Macias, Becky	CCHS	Caregiver Designee
Madrigal, Carmen	CCHS	Cafeteria Cashier
Maldonado, Sylvia	CCHS	Instructional Assistant II
Mason, Bonnie	CCHS	Cafeteria Cashier
Mbainamoundou, Tongarem	CCHS	Instructional Assistant I
Mendiola-Hernandez, Jessie	CCHS	Clerical Support II
Milburn, Belinda	CCHS	Lead Security Guard
Mitchell, Krystal	CCHS	Administrative Assistant IV
Moran, Roberto	CCHS	Equipment Manager
Munoz, Vera	CCHS	Student Information Systems Manager
Murrell, Bobbie	CCHS	Instructional Assistant II
Nunez, Lucio	CCHS	Groundskeeper
Otero, Victoria	CCHS	Clerical Support II
Padilla, Lupe	CCHS	Clerical Support II
Poteat, Sheila	CCHS	Bookstore Manager
Real-Chavez, Hilda	CCHS	Instructional Assistant II
Renteria, Victoria	CCHS	Instructional Assistant I
Rodriguez, Rosa	CCHS	Custodian II
Salazar De Carpentier, Beatriz	CCHS	Clerical Support I
Salazar, Maricela	CCHS	Cafeteria Cook
Sosa, Brittny	CCHS	Instructional Assistant I

Re-employment of Personnel for 2016/2017 School Year (Continued)

Soto, Daniela	CCHS	Cafeteria Cashier
Torres, Angela	CCHS	Instructional Assistant II
Trujillo, Michele	CCHS	Security Guard
Underwood, Jonathan	CCHS	Security Guard
Valenzuela, Ruth	CCHS	Cafeteria Cashier
Walker, Kenya	CCHS	Clerical Support II
Walters, McKinleigh	CCHS	Instructional Assistant I
Werner, Shelby	CCHS	Caregiver
White, Daniel	CCHS	In-School Support Specialist
Zazueta, Cynthia	CCHS	Cafeteria Cashier
Pogue, Chelsea	CEA	Behavior Specialist
White, Anne	CEA	Administrative Assistant IV
Adame, Madelin	DO	Administrative Assistant IV
Arce, Denise	DO	Administrative Assistant III
Botian, Jesse Vida	DO	Clerical Support II
Cervantes, Zenaido	DO	Skilled Maintenance
Chacon, Krystal	DO	Accounting Technician
Chancey, Melissa	DO	Budget Analyst
Chavez, Reinaldo	DO	Groundskeeper
Cooper, Henrietta	DO	Accounting Technician
Council, Joyce	DO	Grant Budget Analyst
Erives-Perez, Octavio	DO	Groundskeeper
Escobedo, Jonathan	DO	Accounting Technician
Eubanks, Katelyn	DO	Technology Support Specialist III
Gamez, Natividad	DO	SASI/SAIS Technician
Guerrero, Armando	DO	Skilled Maintenance
Gutierrez, Raquel	DO	Accounting Technician
Helm, Richard	DO	Buyer
Heredia, Sonia	DO	Payroll Assistant
Hilty, Robert	DO	Skilled Maintenance
Jelinek, Carolyn	DO	Capital Budget Analyst
Keanini, Michelle	DO	Administrative Assistant III
Keener, David	DO	Inventory and Property Control Analyst
Leonard, Jason	DO	Skilled Maintenance
Luna, Julio	DO	Skilled Maintenance
Olivarria, Jeremy	DO	Groundskeeper
Marler, Christine	DO	Benefits Coordinator
Martinez, Yvette	DO	Administrative Assistant V
Mathews, Yolanda	DO	CTE Student Support Analyst
Moya, Martin	DO	Warehouse Clerk
Ontiveros, Dalia	DO	Administrative Assistant to the Director of Curriculum and Instruction
Ontiveros, Jorge	DO	Groundskeeper
Ornelas, Claudia	DO	Administrative Assistant III
Perez, Sonia	DO	Substitute Coordinator
Perkins, Laura	DO	Cafeteria Floater
Peterson, Joanna	DO	Special Projects Manager

Re-employment of Personnel for 2016/2017 School Year (Continued)

Pierce, Darrell	DO	Skilled Maintenance
Pina, Christina	DO	Assistant Buyer
Piper, James	DO	Human Resources Coordinator
Rocha, Desirae	DO	Parent Engagement Coordinator
Rodriguez, Jesus	DO	Groundskeeper
Rodriguez Vasquez, Lea	DO	HR Specialist/Classified
Schumpe, Monique	DO	Student Information Systems Technician
Smith, Cameron	DO	Technology Help Desk Support I
Surdyn, Bogdan	DO	Skilled Maintenance
Turner, Nancy	DO	Food & Nutrition Program Specialist
Vega, Ramon	DO	Skilled Maintenance
Waling, Traci	DO	Administrative Assistant to the Assistant Superintendent for Teaching and Learning
Boisvert, Victoria	LA	Behavior Specialist
Guajardo, Lorena	LA	Behavior Specialist
Martínez, Yolanda	LA	Administrative Assistant IV
Aguilera, Armando	LJCHS	Cafeteria Worker
Avalos, Rosa	LJCHS	Cafeteria Cashier
Ayala, Ana	LJCHS	Cafeteria Cashier
Banuelos, Dalia	LJCHS	Cafeteria Cashier
Cabral, Veronica	LJCHS	Administrative Assistant IV
Caldwell, Amanda	LJCHS	Instructional Assistant II
Carrasco, Rebecca	LJCHS	Administrative Assistant IV
Deh, Anthony	LJCHS	Custodian II
Del Bosque, Delfino	LJCHS	Technology Support Specialist II
Dever, Mary	LJCHS	Instructional Assistant I
Diaz, Celinnette	LJCHS	Administrative Assistant III
Diaz, Norma	LJCHS	Cafeteria Cashier
Farmer, Tammy	LJCHS	Custodian II
Freeman, Edrin	LJCHS	Behavior Specialist
Garcia, Maria	LJCHS	Cafeteria Cashier
Gomez Perez, Gilberto	LJCHS	Instructional Assistant I
Gonzales, Elaine	LJCHS	Instructional Assistant II
Halbash, Terri	LJCHS	Instructional Assistant II
Hernandez, Yolanda	LJCHS	Instructional Assistant II
Jimenez, Rosa	LJCHS	Cafeteria Cashier
Lewis, Chenita	LJCHS	Instructional Assistant II
Leyva, Marlynn	LJCHS	Instructional Assistant I
Lively, Pamela	LJCHS	Instructional Assistant II
Llamas, Kristina	LJCHS	Cafeteria Cashier
Madrid, Jamie	LJCHS	Clerical Support II
Marrero, Yvette	LJCHS	Administrative Assistant IV
Marshall, Megan	LJCHS	Clerical Support I
Mencias, Jessica	LJCHS	Cafeteria Cashier
Mendoza, Nelida	LJCHS	Cafeteria Cook
Munoz, Patricia	LJCHS	Administrative Assistant to the Principal
Olivares, Laura	LJCHS	Clerical Support II

Re-employment of Personnel for 2016/2017 School Year (Continued)

Pitts, Johnny	LJCHS	Security Guard
Pratt, Krystal	LJCHS	In-School Support Specialist
Quinonez, Anthony	LJCHS	Equipment Manager
Raeder, Jessica	LJCHS	Instructional Assistant II
Ramirez, Christina	LJCHS	Cafeteria Cashier
Ramos, Flora	LJCHS	Cafeteria Cashier
Rendon, Sarai	LJCHS	Student Information Systems Manager
Reynoso, Felicia	LJCHS	Instructional Assistant II
Rivas, Jesse	LJCHS	Groundskeeper
Rodriguez Jr, Carlos	LJCHS	Security Guard
Sainz, Emilio	LJCHS	Custodian III
Salas, Katherine	LJCHS	Clerical Support II
Saldana, Brenda	LJCHS	Cafeteria Cashier
Salgado, Reyna	LJCHS	Cafeteria Cashier
Shivers, Shemena	LJCHS	Behavior Specialist
Shriver, Brenda	LJCHS	Instructional Assistant II
Thomas, Irene	LJCHS	Cafeteria Cashier
Thompson, Eric	LJCHS	Instructional Assistant I
Tudisco, Cathy	LJCHS	Instructional Assistant I
Valere, Omari	LJCHS	Security Guard
Velderrain, Nancy	LJCHS	Bookstore Manager
Villarreal, Alyssa	LJCHS	Clerical Support II
Wilmore, Teresa	LJCHS	Lead Security Guard
Winn, Mellissa	LJCHS	Cafeteria Manager
Aguayo, Victor	SLHS	Custodian III
Alcantar, Melissa	SLHS	Administrative Assistant IV
Aldama, Cherrie	SLHS	Bookstore Manager
Aldama, Monica	SLHS	Administrative Assistant IV
Alvarez, Erick	SLHS	Cafeteria Cashier
Cardenas, Gilbert	SLHS	Lead Security Guard
Cardenas, Mariah	SLHS	Instructional Assistant I
Carrasco, Maria	SLHS	Cafeteria Cashier
Chavez, Alfred	SLHS	Equipment Manager
Contreras, Juanita	SLHS	Administrative Assistant III
Cooper, Jaclyn	SLHS	Instructional Assistant I
Crawford, Robert	SLHS	Tech Support Specialist II
Davis, Antoinette	SLHS	Cafeteria Cashier
Delgado, Candace	SLHS	Behavior Specialist
Dent, Charles	SLHS	Security Guard
Dominguez, April	SLHS	Custodian II
Dreher, Eric	SLHS	Groundskeeper
Garcia, Leticia	SLHS	Administrative Assistant IV
Gomez, Omar	SLHS	In-School Support Specialist
Gonzales-Norris, Danica	SLHS	Instructional Assistant II
Gonzalez Bonilla, Claudia	SLHS	Instructional Assistant I
Harris, Tamisha	SLHS	Instructional Assistant I
Harris, Tiona	SLHS	Cafeteria Cashier
Helm, Rosa	SLHS	School Nurse/LPN

Re-employment of Personnel for 2016/2017 School Year (Continued)

Hernandez, Teresita	SLHS	Security Guard
Holloway, Karrie	SLHS	Instructional Assistant II
Lemos, Patricia	SLHS	Clerical Support II
Loera, Rafael	SLHS	Instructional Assistant I
Lopez, Hebert	SLHS	Cafeteria Cashier
Lopez, Martina	SLHS	Clerical Support II
Lueraharris, Monica	SLHS	Instructional Assistant I
Martinez, Aide	SLHS	Instructional Assistant I
Messersmith, Eugene	SLHS	Clerical Support II
Montoya, Steven	SLHS	Instructional Assistant I
Morales, Jessica	SLHS	Clerical Support I
Moreno De Camacho, Maribel	SLHS	Cafeteria Cashier
Perez, Beverly	SLHS	Clerical Support II
Riefkohl, Elizabeth	SLHS	Instructional Assistant I
Rodriguez, Mirna	SLHS	Cafeteria Cashier
Schrock, Kathy	SLHS	Cafeteria Cook
Silva, Matthew	SLHS	Cafeteria Manager
Soto, Michael	SLHS	Security Guard
Thomas, Orson	SLHS	Cafeteria Cashier
Vidrio, Jennifer	SLHS	Administrative Assistant to the Principal
Alvarado, Maria	Transportation	Bus Driver
Anderson, Pamela	Transportation	Bus Driver
Baca L, Felipe	Transportation	Bus Driver
Bettis, Melodie	Transportation	Bus Driver
Boston, Maria	Transportation	Bus Driver
Brooks, Mary	Transportation	Bus Monitor
Bryant, Angela	Transportation	Route Specialist
Caldara, Eugene	Transportation	Bus Driver
Camacho, Elizabeth	Transportation	Bus Monitor
Castañeda, Maria	Transportation	Substitute Bus Monitor
Chapa, Julie	Transportation	Bus Monitor
Covarrubio, Maria	Transportation	Bus Driver
Cuellar, Michael	Transportation	Bus Driver
Douglas, Rosa	Transportation	Bus Monitor
Duran, Stephanie	Transportation	Bus Driver
Felix, Henry	Transportation	Bus Driver
Fiorentino, Terry	Transportation	Bus Driver
Fletcher, Dawn	Transportation	Bus Driver
Frye, Christina	Transportation	Bus Driver
Glasser, David	Transportation	Bus Driver
Guzman, Jose	Transportation	Bus Driver
Hernandez, Julianna	Transportation	Bus Monitor
Hoffman, Kenneth	Transportation	Bus Driver
Hoover, Arleen	Transportation	Substitute Bus Driver
Huyck, David	Transportation	Lead Mechanic
James, Robert	Transportation	Bus Driver
Jimenez, Maria	Transportation	Bus Monitor
Johnson, Irene	Transportation	Bus Monitor

Re-employment of Personnel for 2016/2017 School Year (Continued)

Kreuzer, Richard	Transportation	Bus Driver
La Mew, Tiffany	Transportation	Bus Driver
Lawson, Jeffrey	Transportation	Bus Driver
Lopez, Maria	Transportation	Bus Monitor
Lopez, Renee	Transportation	Bus Monitor
Marker, Kimberly	Transportation	Bus Driver
Marquez, Marylou	Transportation	Bus Driver
Marquez, Sarah	Transportation	Bus Monitor
Martin, Jennifer	Transportation	Clerical Support II
Martinez, David	Transportation	Mechanic
Martinez, Evangelina	Transportation	Bus Driver
McCandless, Lori	Transportation	Bus Driver
Mendoza, Diana	Transportation	Bus Monitor
Murrell, Sabrina	Transportation	Bus Driver
Osuna, Delfina	Transportation	Bus Driver
Padilla, Irma	Transportation	Bus Driver
Paz, Hector	Transportation	Bus Driver
Peaty, Michael	Transportation	Bus Driver
Perez, Celia	Transportation	Driver/Trainer
Porchas, Angel	Transportation	Lot Attendant
Puente, Blanca	Transportation	Bus Driver
Ramirez, Antonio Jr	Transportation	Bus Driver
Rivera, Mathew	Transportation	Mechanic
Rodriguez, Andres	Transportation	Bus Driver
Rodriguez, Serina	Transportation	Bus Monitor
Romero, Edward	Transportation	Bus Driver
Romo-Merchant, Tammy	Transportation	Bus Driver
Salazar, Victoria	Transportation	Bus Driver
Sanford, Isabelita	Transportation	Bus Monitor
Schoen, Gayle	Transportation	Bus Driver
Servellon, Hector	Transportation	Bus Driver
Sharma, David	Transportation	Bus Driver
Temple, Dyan	Transportation	Route Specialist
Tucker, April	Transportation	Bus Driver
Umstattd, John	Transportation	Bus Driver
Vallone, Petra	Transportation	Bus Driver
Walker, Melody	Transportation	Substitute Bus Driver
Wallace, Ted	Transportation	Bus Driver
Williams, Julianne	Transportation	Driver/Trainer
Wilson, Billy Ray	Transportation	Bus Driver
Alvarez De Madrigal, Elodia	TUHS	Custodian II
Andrus, Diana	TUHS	Clerical Support II
Arce, Alice	TUHS	Administrative Assistant IV
Ayala, Miguel	TUHS	Custodian II
Beuthin, Kenneth	TUHS	Equipment Manager
Bryant, Erica	TUHS	Cafeteria Cashier
Burgess, Elizabeth	TUHS	Instructional Assistant I
Carmona, Krishna	TUHS	Instructional Assistant I

Re-employment of Personnel for 2016/2017 School Year (Continued)

Carrillo, Salvador	TUHS	Instructional Assistant I
De Soto, Nancy	TUHS	Bookstore Manager
Esones, Mark	TUHS	Technology Support Specialist II
Felix-Zayas, Maria	TUHS	Cafeteria Cashier
Fernandez-Corona, Lisa	TUHS	Administrative Assistant IV
Garcia, Rosa	TUHS	Cafeteria Cashier
Grijalva, Richard	TUHS	Custodian III
Harris, Julia	TUHS	In-School Support Specialist
Hess, Glen	TUHS	Cafeteria Worker
Holden-Harris, Dymonn	TUHS	Instructional Assistant I
Holder, Cheryl	TUHS	Cafeteria Cashier
Jimenez, Ana	TUHS	Cafeteria Cook
Jordan, Renee	TUHS	Student Information Systems Manager
Kemp, Latika	TUHS	Security Guard
Leon, Carmen	TUHS	Clerical Support II
Luna, Gloria	TUHS	Cafeteria Cashier
Macias, Roy	TUHS	Lead Security Guard
Maese, Erica	TUHS	Instructional Assistant II
Martin, Bianca	TUHS	Clerical Support II
Martinez, Manuela	TUHS	Cafeteria Worker
Medrano, Frances	TUHS	Cafeteria Cashier
Mier, Irma Isaias	TUHS	Cafeteria Cashier
Moreno, Martina	TUHS	Administrative Assistant IV
Morin, Vellia Celia	TUHS	Instructional Assistant I
Mosley, Tammy	TUHS	Instructional Assistant II
Odle, Nathan	TUHS	Behavior Specialist
Ordonez Lucio, Maria	TUHS	Cafeteria Cashier
Osornio, Ofelia	TUHS	Cafeteria Cashier
Patrick, Danielle	TUHS	Instructional Assistant I
Peeples, Chanel	TUHS	Instructional Assistant II
Perez, Edward	TUHS	Groundskeeper
Perez, Maria	TUHS	Cafeteria Cashier
Raynovic, Sarah	TUHS	Administrative Assistant III
Reyes, Alicia	TUHS	Clerical Support II
Sandoval, Gabriel	TUHS	Security Guard
Stark, Lynette	TUHS	Administrative Assistant to the Principal
Turner, Leslie	TUHS	Clerical Support I
Vega, Lorre A	TUHS	Cafeteria Manager
White, Jeremiah	TUHS	Security Guard
Zeller, Maxine	UHS	Administrative Assistant to the Academic Dean
Aguilar, Mercedes	WHS	Clerical Support II
Alvarez, Mary	WHS	Cafeteria Cashier
Amador, Nancy	WHS	Cafeteria Cashier
Angel, Jacqueline	WHS	Technology Support Specialist II
Bustamante, Hector	WHS	Instructional Assistant I
Calderon, Socorro	WHS	Instructional Assistant II
Camacho, Deborah	WHS	Cafeteria Cashier

Re-employment of Personnel for 2016/2017 School Year (Continued)

Cancel, Carlos	WHS	Behavior Specialist
Cassavant, Christine	WHS	Instructional Assistant II
Chavez, Miriam	WHS	Cafeteria Cashier
Chiriff-Sequezza, Stella	WHS	Custodian
Clark, Anahi	WHS	Administrative Assistant IV
Cox, Valerie	WHS	Administrative Assistant IV
Curran, Terry	WHS	Clerical Support I
Esparza Luna, Gricelda	WHS	Cafeteria Cook
Flores, Valerie	WHS	Security Guard
Goings, Raymond	WHS	Security Guard
Gualdoni, Gregory	WHS	Custodian III
Guillen, Dina	WHS	Cafeteria Cashier
Guzman, Claudia	WHS	Cafeteria Cashier
Holguin, Fernando	WHS	Lead Security Guard
King, Sandra	WHS	Instructional Assistant I
Lefebvre, Lisa	WHS	Instructional Assistant I
Leser, Gina	WHS	Instructional Assistant I
Lewis, Cathy	WHS	Clerical Support II
Lopez, Anastasia	WHS	Clerical Support II
Manzanares, Herman	WHS	Equipment Manager
Moreau, Mary	WHS	Clerical Support II
Morris, Robyn	WHS	Clerical Support II
Munoz, Ethan	WHS	In-School Support Specialist
Noriega, Carmen	WHS	Cafeteria Cashier
Pacheco, Georgia	WHS	Instructional Assistant I
Quiroz, Sophia	WHS	Administrative Assistant to the Principal
Rodriguez, Martha	WHS	Cafeteria Cashier
Ruiz, Denise Danielle	WHS	Instructional Assistant II
Sabillon, Norma Cuevas De	WHS	Cafeteria Cashier
Sampson, Patricia	WHS	Administrative Assistant III
Santos, Edelmira	WHS	Cafeteria Cashier
Schultise, Annette	WHS	Instructional Assistant I
Shelley, Sherry	WHS	Clerical Support II
Smith, Ronald	WHS	Cafeteria Cashier
Szoke, Rhonda	WHS	Student Information Systems Manager
Thomas, Rachel	WHS	Instructional Assistant II
Tucker, Mae	WHS	Cafeteria Cashier
Vega, Ysmael	WHS	Groundskeeper
Verdugo, Heidi	WHS	Security Guard
Walker, Amy	WHS	Instructional Assistant I
Willis, Deborah	WHS	Security Guard
Winburn, Teresa Lea	WHS	Cafeteria Manager
Zogut, Ronald Gary	WHS	Bookstore Manager
<u>Spring Coaches</u>		
Felix, Kendrick	CCHS	Assistant Boys Track Coach
Martinez-O'Brien, Andrea	CCHS	Assistant Girls Track Coach
Montano, Jesse	CCHS	Assistant Baseball Coach
Terrazas, Daniel	CCHS	Assistant Baseball Coach

Spring Coaches (Continued)

Begay, Kindall	LJCHS	Assistant Track Coach
Jones, Marcus	LJCHS	Assistant Track Coach
Scott, Naithan	LJCHS	Assistant Track Coach

Resignation

Patterson, JC	WHS	Instructional Assistant I
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Financial Services

A. Vouchers

Prior to ratification at the Governing Board meeting, Governing Board members reviewed vouchers. Vouchers represent orders for payment of material, equipment, salaries, and services.

- Payroll Vouchers – \$ 3,893,831.67
- Expense Vouchers – \$ 1,239,731.52

B. Donations

The following were received by the District.

- Tolleson Education Foundation donated \$3,000 for costumes and materials to the Tolleson Union High School dance program.
- The Sierra Linda High School Dance Club donated \$1,900 for costumes to the Sierra Linda High School dance program.

Purchasing *

A. Award of Contract – RFQ #16-008-16, Copper Canyon Roof Restoration

The Governing Board awarded RFQ #16-008-16, Copper Canyon Roof Restoration, in the amount of \$506,993.00 to Jim Brown & Sons Roofing Co., Inc. (See Discussion/Action of Item(s) Previously Removed from the Consent Agenda above.)

B. Authorization for Disposal: Technology

The District received authorization to dispose of technology equipment that is no longer needed by the District.

Superintendent's Office *

A. Travel

The following travel requests were approved:

- Copper Canyon High School teachers Sylvester Glover, Kirk Johnson, Andy Klunk, and Cara Schaefer and thirteen (13) students in the Aztec Adventures Club will travel to Roper Lake State Park in Safford, AZ on March 20-21, 2016 to participate in an Outdoor Camping Experience.
- La Joya Community High School basketball coaches Roger Lefebvre, Mark Taylor, Jeff Steger, Abe Newell, Chris Hauss, William Ali, Kylee Ingram, and Jorge Espinoza will attend the Nike Championship Basketball Clinic in Las Vegas, NV on April 29-May 1, 2016.
- Westview High School Assistant Principal for Athletics Tonya Lee and coaches John Carroll, George Burgess, Charles Martel, Ben Harris, Victor Alcantara, Daryle Donahue, Bill Wolski, Jesse Delgado, Matt Schock, Antonio Gutierrez, Nathaniel Austin, Jason Fitch, Richard Vasquez, Mario Renteria, Kevin Clemente, Gary Vasko, Brian Hairston, and Lee Crooks will travel to Cal Lutheran University in Thousand Oaks, CA on July 16-20, 2016 to attend B.I.L.T. Camp California.
- Teachers and chaperones Rikinder Mahal (La Joya Community High School), Tonya Hollingsworth (Sierra Linda High School), Antonio Lozano (Sierra Linda High School), and Jesse Delgado (Westview High School) will attend the Annual Spring Arizona FCCLA Conference on March 28-30, 2016 in Tucson, AZ.

- Director of Financial Services Tracy McLaughlin and Payroll/Accounting Supervisor Julia Moya will attend the AASBO 2016 Spring Conference in Laughlin, NV on April 7, 2016.
- Executive Director of Facilities Management Richard Oros, Director of Technology Bianca Lochner, and Director of Purchasing Cheryl Burt will attend the AASBO 2016 Spring Conference in Laughlin, NV on April 5-9, 2016.
- Director of Information Technology Bianca Lochner will travel to Savannah, GA on March 21-25, 2016 to attend the Society for Information Technology and Teacher Education (SITE) 2016 conference.

B. Minutes – February 23, 2016 Regular Meeting

The Governing Board approved the February 23, 2016 Regular Governing Board Meeting minutes.

INFORMATION/DISCUSSION ITEMS

1. Demographic and Enrollment Analysis Report

Mr. Rick Brammer (Principal) and Mr. Don Graves (Senior Associate) of Applied Economics shared the results of a demographic and enrollment analysis. Information shared included:

- Study Scope
 - Enrollment Trends
 - Demographic Characteristics
 - Residential Development Impacts
 - Enrollment Projections
- Planning Geography
- 40th Day Headcount Enrollment
- 40th Day K-8 Enrollment
- 40th Day Enrollment Cohorts
- Distribution of Students
- Enrollment Change – 2009/2010 to 2015/2016
- Demographic Trends
- Charter School Enrollment
- Residential Development
- Recent Building Permits
- Residential Potential
- Development Potential
- Development Timing
- Projections – Population and Housing
- Projections – School-age Population and Enrollment
- Projections – Enrollment by Level
- District Projections by Level
- Projections – Change in Enrollment – 2015/2016 to 2020/2021
- Projections – Change in Enrollment – 2020/2021 to 2025/2016
- Enrollment Projections
- Conclusions

Call for Executive Session

Pursuant to A.R.S. § 38-431.03.A.1, A.3, and A.4

A.1 – The Governing Board may convene an executive session to discuss and consider renewal of the Superintendent’s employment and related Superintendent Employment Agreement. The Superintendent has been provided the legally required notice of this Executive Session.

A.3 and A.4 – The Governing Board may convene an executive session for discussion and consultation for legal advice with the Board’s attorney and to consider its position and instruct its attorney regarding its position on the Superintendent’s renewal of employment and related Employment Agreement.

Mr. Villalon moved to enter into Executive Session; seconded by Mr. Del Palacio. In a roll call vote, the motion carried 5-0.

Recess of Regular Meeting for Executive Session

The Regular Meeting recessed at 7:51 p.m.

Reconvening of Regular Meeting

The Regular Meeting reconvened at 9:01 p.m.

ACTION/DISCUSSION ITEMS

1. Prospective Superintendent Employment Agreement

No discussion.

Ms. Madruga moved to authorize the Governing Board President and Vice President to work with the Board’s legal counsel pending the next Governing Board meeting on matters relating to a prospective Superintendent Employment Agreement; seconded by Mr. Chapman. In a roll call vote, the motion carried 5-0.

2. First Reading – Policy BEDB; Agenda

Suggested revision will change the order of agenda items by moving the Summary of Current Events directly after Approval of the Regular Agenda.

Mr. Chapman moved to approve the first reading of Policy BEDB; Agenda; seconded by Mr. Del Palacio. In a roll call vote, the motion carried 5-0.

AGENDA ITEMS FOR FUTURE MEETINGS

- April 12 – Budget recommendations as presented by the Meet and Confer Committee;
Contract Language for 2016-2017
- April 26 – No additions
- May 10 – No additions

FORMAL ADJOURNMENT OF REGULAR MEETING

Ms. Madruga moved to adjourn the Regular Meeting; seconded by Mr. Del Palacio. Mr. Chapman called the Regular Meeting of the Tolleson Union High School District Governing Board adjourned at 9:05 p.m.

Steven Chapman, Governing Board President

SUMMARY OF AGENDA ITEM

MEETING DATE: April 12, 2016
AGENDA SUBJECT: Second Reading – Policy BEDB; Agenda

PURPOSE:

Governing Board President Steven Chapman requests the second reading of a proposed change to Policy BEDB; Agenda.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

New or revised policy language is normally proposed by the Arizona School Boards Association, based on changes to law. However, Policy BG states that “suggestions regarding the content of policies may originate with a member of the Board, the Superintendent, a staff member, a parent, a student, a consultant, a civic group, or any resident of the District.”

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

Mr. Chapman will explain the rationale for the proposed change to Policy BEDB; Agenda.

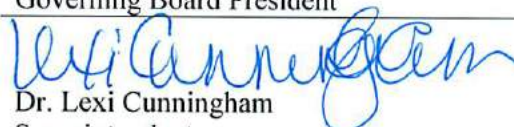
BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

It is recommended that the Governing Board approve the second reading of Policy BEDB; Agenda.

Submitted by: Steven Chapman
Governing Board President Date: March 9, 2016

Reviewed by: 
Dr. Lexi Cunningham Date: March 9, 2016

AGENDA

The agenda shall list the specific matters to be discussed, considered or decided at the meeting. The Governing Board may discuss, consider or make decisions only on matters listed on the agenda and other matters related thereto (*Subject to A.R.S. 38-431.02*)

Unless changed by a majority vote of Board members present at a meeting, the order of business shall be as follows:

Regular meetings:

- Call to order and roll call
- Pledge of allegiance
- Approval of agenda
- **Summary of current events**
 - **Superintendent**
 - **Governing Board members**
- Celebrations/Recognitions
- Public participation
- ~~Summary of current events~~
 - ~~Superintendent~~
 - ~~Governing Board members~~
- Consent agenda items
- Information/discussion items
- Action/discussion items
- Agenda items for future meeting(s)
- Adjournment

Special meetings:

- Call to order and roll call
- Pledge of allegiance
- Approval of agenda
- Items for which the special meeting was called
- Adjournment

Executive sessions:

- An executive session may be scheduled, as necessary, during either a regular or special meeting. (*See Arizona Attorney General Agency Handbook Section 7.6.7*)
 - When an executive session is to be held, the notice must state the specific provision of law authorizing the executive session.

- The Board may vote to hold an executive session for the purpose of obtaining legal advice from the Board’s attorney on any matter listed on the agenda pursuant to A.R.S. 38-431.03(A)(3).

Emergency meetings:

In the case of an actual emergency, the Governing Board, after giving such notice as is appropriate to the circumstances, may act on an emergency matter or call an emergency meeting in accordance with the requirements set out in A.R.S. 38-431.02. The emergency meeting shall follow the order of business for a special meeting. An emergency meeting shall be subsequently followed by the posting of a public notice within twenty-four (24) hours declaring that an emergency session has been held and setting forth the information specified by A.R.S. 38-431.02. Chapter 7 of the Arizona Agency Handbook shall be consulted for guidance when an emergency action or meeting is being considered.

Accommodations for the Disabled

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Governing Board Executive Assistant at (623) 478-4001. Requests should be made as early as possible to allow time to arrange the accommodation.

Adopted:

LEGAL REF.: A.R.S. 38-431
38-431.01
38-431.02
38-431.03

CROSS REF.: BEC – Executive Sessions/Open Meetings

SUMMARY OF AGENDA ITEM

MEETING DATE: April 12, 2016

AGENDA SUBJECT: Arizona School Boards Association's Equity Event 2016 Report

PURPOSE:

Governing Board President Steven Chapman and Member Corina Madruga attended the Arizona School Boards Association's Equity Event 2016 on March 10-11, 2016 in Phoenix. Mr. Chapman and Ms. Madruga will provide a report on the conference and its potential impact to the District.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

Governing Board Policy BIBA; Board Member Conferences, Conventions, and Workshops states the following: "When a conference, convention, or workshop is not attended by the full Board, those who do participate will be requested to share information, recommendations, and material acquired at the meeting"

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

As representatives of the District, Mr. Chapman and Ms. Madruga attended the ASBA Equity Event, designed as a unified commitment to pursue bold action focused on a shared vision of inclusion, equity, and diversity.

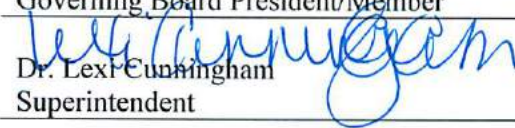
BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

Information only. Governing Board action is not required.

Submitted by: Steven Chapman/Corina Madruga
Governing Board President/Member Date: April 1, 2016

Reviewed by: 
Dr. Lexi Cunningham
Superintendent Date: April 1, 2016

SUMMARY OF AGENDA ITEM

MEETING DATE: April 12, 2016

AGENDA SUBJECT: Meet and Confer Committee Report; Recommendations for 2016-2017

PURPOSE:

The Meet and Confer Committee will present information to the Governing Board relative to the Meet and Confer process, will discuss their salary and benefits recommendations for 2016-2017, and provide a recommendation on how future monies possibly received by the District could be allocated to staff.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

At the October 27, 2015 Governing Board meeting, the TUHSD Governing Board approved the second reading of Policy HA; Meet and Confer Goals/Priority Objectives. Meet and Confer committee members met from November 18, 2015 through April 6, 2016.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

All three employee groups (certified, classified, and administration) are represented and have input regarding salaries and benefits. The Meet and Confer Committee included one five-member team of current employees from the three Governing Board-recognized associations – administration, certified, and classified:

Tolleson Administrator Association

Wendy Barrie, Special Services Department
Brandi Haskins, La Joya Community High School
Richard Oros, Facilities Management Department
Richard Stinnett, Cooper Canyon High School
Dr. Michele Wilson, Westview High School

Tolleson Union Education Association

Terry Caruso, University High School
Michael Connor, Westview High School
Daniel Hopper, Tolleson Union High School
Patty Lopez-Vejar, Westview High School
Antonio Lozano, Sierra Linda High School

Tolleson Classified Association

Angie Bryant, Transportation Department
Joyce Council, Financial Services Department
Richard Helm, Purchasing Department
James Piper, Human Resources Department
Cameron Smith, Information Technology Department

BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

Information only. Governing Board action is not required.

Submitted by: Karyn Morse Eubanks
Executive Assistant Date: April 1, 2016

Reviewed by: 
Dr. Lexi Cunningham
Superintendent Date: April 1, 2016

SUMMARY OF AGENDA ITEM

MEETING DATE: April 12, 2016

AGENDA SUBJECT: Employee Salary Increase and Salary Schedules – 2016-2017

PURPOSE:

Pursuant to the 2016-2017 recommendation from the Meet and Confer Committee, Administration seeks Governing Board approval of (1) a 1.5 % salary increase for all staff and (2) the following salary schedules, which includes a .5% increase to all base amounts:

- Administrative/Professional Services Initial Placement Salary Schedule
- Principal Initial Placement Salary Schedule
- Assistant Principal Initial Placement Salary Schedule
- Academic Dean Initial Placement Salary Schedule
- Certified Initial Placement Salary Schedule
- School Psychologist Initial Placement Salary Schedule
- Support Staff Salary Schedule
- Support Staff – Information Technology Salary Schedule
- Support Staff – Licensed Practical Nurse (LPN) Salary Schedule
- Extracurricular Salary and Club, Class, Extra Duty, Other, and Travel Schedules

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

The Governing Board has sole responsibility for approving salary schedules for the 2016-2017 fiscal year in accordance with Policies GCBA – Professional Staff Salary Schedules; GCBC – Professional Staff Supplemental Pay Plans (Extra Duty); and GDB – Support Staff Contracts and Compensation.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

The .5% / 1.5% salary increases are a result of recommendations from the Meet and Confer Committee.

BUDGET IMPACT AND COSTS:

Continued student growth, as well as the slight increase in the base level support will assist the District in funding the proposed increases.

RECOMMENDATION:

It is recommended that the Governing Board approve a 1.5% salary increase for all staff and a .5% increase to all base amounts on the initial placement salary schedules for 2016-2017.

Submitted by: Karyn Morse Eubanks
Executive Assistant

Date: March 31, 2016

Reviewed by: 
Dr. Lexi Cunningham
Superintendent

Date: March 31, 2016

**Tolleson Union High School District #214
Administrative/Professional Services
Initial Placement Salary Schedule
(New Hires Only)
2016-2017**

	Tier I	Tier II	Tier III	Tier IV	Tier V	Tier VI	Tier VII
STEP 1	\$48,762	\$56,800	\$59,722	\$73,822	\$76,564	\$81,127	\$111,435
STEP 2	\$50,225	\$58,504	\$61,179	\$75,747	\$78,873	\$83,561	\$113,663
STEP 3	\$51,731	\$60,259	\$62,636	\$77,671	\$81,179	\$86,067	\$115,937
STEP 4	\$53,284	\$62,067	\$64,092	\$80,002	\$83,491	\$88,650	\$118,255
STEP 5	\$54,349	\$63,308	\$65,549	\$81,603	\$85,800	\$90,423	\$120,621
STEP 6	\$55,437	\$64,574	\$67,005	\$83,235	\$88,110	\$92,231	\$123,033
STEP 7	\$56,544	\$65,866	\$68,463	\$84,899	\$90,419	\$94,075	\$125,492
STEP 8	\$87,826	\$67,182	\$69,919	\$86,598	\$92,727	\$95,956	\$128,003

LEVEL	JOB TITLE
Tier VII	Assistant Superintendent
Tier VI	Director of Human Resources
	Director of Information Technology
	Director of Purchasing
	Director of Curriculum and Instruction
	Director of Special Education
	Executive Director of Facilities Management
	Director of Financial Services
Tier V	Director of Alternative Education
	English Acquisition Program Coordinator
	Software Developer
	Director of Career and Technical Education
Tier IV	Director of Food Services
	Director of Transportation
	Grants and Federal Programs Coordinator
	Network & Project Manager
Tier III	District Prevention Coordinator
	Instructional Leadership Coordinator
Tier II	Network Systems Administrator
	Executive Assistant to the Superintendent and Governing Board
	Payroll Supervisor
	Student Information System Coordinator
Tier I	Facilities Management Supervisor
	Plant Manager

**Tolleson Union High School District #214
Principal
Initial Placement Salary Schedule
(New Hires Only)
2016-2017**

Years of Experience	Annual Salary
0 Years	\$94,102
1-3 Years	\$95,983
4-6 Years	\$97,902
7-8 Years	\$99,858
9-10 Years	\$101,856
11-12 Years	\$103,892
13-14 Years	\$105,969
14+ Years	\$108,088

Longevity in Position:

Stipend given on a yearly basis (provided funds are available)

6 – 10 Years \$ 500

11 – 15 Years \$ 750

School Size (# of Students):

Stipend given on a yearly basis (provided funds are available)

2,000 – 2,499 \$ 250

2,500+ \$ 500

Professional Growth Incentive:

Stipend given upon employment with TUHSD or when the
Ph.D./Ed.D. is conferred

\$1,000 (one time stipend)

**Tolleson Union High School District #214
Assistant Principal
Initial Placement Salary Schedule
(New Hires Only)
2016-2017**

Years of Experience	Annual Salary
0 Years	\$68,543
1 Year	\$70,220
2 Years	\$71,897
3 Years	\$73,822
4 Years	\$75,747
5 Years	\$77,680
6 Years	\$78,836
7 Years	\$80,002
8 Years	\$81,415
9 Years	\$83,235
10 Years	\$84,899
11 Years	\$85,749
12+ Years	\$86,598

Longevity in Position:

Stipend given on a yearly basis (provided funds are available)

6 – 10 Years \$ 500

11 – 15 Years \$ 750

Professional Growth Incentive:

Stipend given upon employment with TUHSD or when the
Ph.D./Ed.D. is conferred

\$1,000 (one time stipend)

**Tolleson Union High School District #214
Academic Dean
Initial Placement Salary Schedule
(New Hires Only)
2016-2017**

Years of Experience	Annual Salary
0 Years	\$68,543
1 Year	\$70,220
2 Years	\$71,897
3 Years	\$73,822
4 Years	\$75,747
5 Years	\$77,680
6 Years	\$78,836
7 Years	\$80,002
8 Years	\$81,415
9 Years	\$83,235
10 Years	\$84,899
11 Years	\$85,749
12+ Years	\$86,598

Longevity in Position:

Stipend given on a yearly basis (provided funds are available)

6 – 10 Years \$ 500

11 – 15 Years \$ 750

Professional Growth Incentive:

Stipend given upon employment with TUHSD or when the
Ph.D./Ed.D. is conferred

\$1,000 (one time stipend)

**Tolleson Union High School District #214
 Certified Initial Placement Salary Schedule
 (New Hires Only)
 2016-2017**

HARD TO FILL

(ELL, English, Math, Reading, Science, Special Education)

Years of Service	BA	BA+18	BA+36 or MA	BA+54 or MA+18	BA+72 or MA+36
0	\$36,417	\$37,530	\$38,643	\$39,757	\$40,870
1	\$36,779	\$37,894	\$39,008	\$40,121	\$41,234
2	\$37,149	\$38,262	\$39,375	\$40,488	\$41,602
3	\$37,521	\$38,633	\$39,747	\$40,860	\$41,973
4	\$37,896	\$39,009	\$40,122	\$41,235	\$42,349
5	\$38,274	\$39,387	\$40,503	\$41,614	\$42,728
6	\$38,656	\$39,771	\$40,883	\$41,997	\$43,110
7	\$39,043	\$40,168	\$41,270	\$42,383	\$43,497
8	\$39,434	\$40,567	\$41,661	\$42,774	\$43,887

Years of Service	BA	BA+18	BA+36 or MA	BA+54 or MA+18	BA+72 or MA+36
0	\$36,417	\$37,530	\$38,643	\$39,757	\$40,870
1	\$36,890	\$38,004	\$39,187	\$40,230	\$41,344
2	\$37,370	\$38,483	\$39,596	\$40,710	\$41,823
3	\$37,855	\$38,969	\$40,081	\$41,196	\$42,308
4	\$38,348	\$39,460	\$40,575	\$41,687	\$42,801
5	\$38,846	\$39,960	\$41,072	\$42,186	\$43,299
6	\$39,352	\$40,464	\$41,577	\$42,691	\$43,804
7	\$39,862	\$40,977	\$42,089	\$43,202	\$44,316
8	\$40,376	\$41,494	\$42,608	\$43,721	\$44,834

Total Contract Days = 189 (new teachers) and 165 (all teachers)

NATIONAL BOARD CERTIFICATION

Stipend of \$1,000 per year for a total of three (3) consecutive years given upon employment or when awarded.

**Tolleson Union High School District #214
School Psychologist
Initial Placement Salary Schedule
(New Hires Only)
2016-2017**

Years of Experience	Annual Salary
0 Years	\$55,352
1 Year	\$56,736
2 Years	\$58,120
3 Years	\$59,504
4 Years	\$60,887
5 Years	\$62,000
6 Years	\$63,656
7 Years	\$65,039
8 Years	\$66,423

Note: Interns or professionals in training or on temporary assignment will be paid at a lower rate commensurate with the assignment and as approved by the Superintendent.

Tolleson Union High School District #214
Support Staff Initial Placement Salary Schedule
(New Hires Only)
2016-2017

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
1	\$9.46	\$9.80	\$10.14	\$10.48	\$10.82	\$11.18	\$11.52	\$11.87	\$12.20	\$12.55	\$12.88	\$13.24	\$13.58	\$13.91	\$14.26
2	\$9.71	\$10.08	\$10.42	\$10.79	\$11.16	\$11.51	\$11.87	\$12.21	\$12.57	\$12.93	\$13.30	\$13.64	\$14.01	\$14.37	\$14.70
3	\$10.00	\$10.36	\$10.74	\$11.10	\$11.48	\$11.83	\$12.20	\$12.57	\$12.93	\$13.32	\$13.69	\$14.05	\$14.42	\$14.79	\$15.15
4	\$10.26	\$10.65	\$11.00	\$11.40	\$11.78	\$12.16	\$12.55	\$12.92	\$13.32	\$13.70	\$14.08	\$14.45	\$14.84	\$15.23	\$15.62
5	\$10.52	\$10.91	\$11.32	\$11.70	\$12.10	\$12.49	\$12.88	\$13.30	\$13.69	\$14.08	\$14.48	\$14.85	\$15.26	\$15.66	\$16.06
6	\$10.79	\$11.21	\$11.61	\$12.02	\$12.43	\$12.83	\$13.24	\$13.64	\$14.05	\$14.45	\$14.86	\$15.27	\$15.69	\$16.09	\$16.49
7	\$11.06	\$11.49	\$11.91	\$12.32	\$12.74	\$13.17	\$13.58	\$14.01	\$14.42	\$14.84	\$15.26	\$15.69	\$16.10	\$16.51	\$16.94
8	\$11.34	\$11.75	\$12.19	\$12.62	\$13.05	\$13.48	\$13.91	\$14.37	\$14.79	\$15.23	\$15.66	\$16.09	\$16.51	\$16.95	\$17.40
9	\$11.60	\$12.01	\$12.46	\$12.92	\$13.38	\$13.82	\$14.26	\$14.70	\$15.15	\$15.62	\$16.06	\$16.49	\$16.94	\$17.40	\$17.83
10	\$11.87	\$12.32	\$12.78	\$13.23	\$13.70	\$14.15	\$14.60	\$15.06	\$15.52	\$15.97	\$16.45	\$16.91	\$17.36	\$17.82	\$18.28
11	\$12.13	\$12.60	\$13.07	\$13.55	\$14.02	\$14.49	\$14.96	\$15.42	\$15.89	\$16.36	\$16.82	\$17.31	\$17.78	\$18.26	\$18.72
12	\$12.38	\$12.87	\$13.36	\$13.84	\$14.32	\$14.81	\$15.29	\$15.78	\$16.26	\$16.74	\$17.22	\$17.72	\$18.20	\$18.67	\$19.16
13	\$12.66	\$13.17	\$13.66	\$14.15	\$14.65	\$15.14	\$15.65	\$16.13	\$16.62	\$17.16	\$17.63	\$18.13	\$18.61	\$19.12	\$19.62
14	\$12.92	\$13.44	\$13.96	\$14.45	\$14.97	\$15.48	\$15.97	\$16.49	\$17.00	\$17.52	\$18.01	\$18.53	\$19.03	\$19.55	\$20.07
15	\$13.20	\$13.72	\$14.24	\$14.76	\$15.28	\$15.81	\$16.33	\$16.85	\$17.37	\$17.89	\$18.41	\$18.94	\$19.48	\$19.97	\$20.49
16	\$13.46	\$14.01	\$14.53	\$15.06	\$15.62	\$16.13	\$16.67	\$17.20	\$17.75	\$18.28	\$18.81	\$19.35	\$19.87	\$20.41	\$20.94
17	\$13.73	\$14.27	\$14.82	\$15.38	\$15.91	\$16.47	\$17.02	\$17.57	\$18.12	\$18.65	\$19.21	\$19.75	\$20.31	\$20.84	\$21.39
18	\$14.01	\$14.55	\$15.12	\$15.69	\$16.24	\$16.79	\$17.36	\$17.91	\$18.47	\$19.03	\$19.60	\$20.15	\$20.72	\$21.28	\$21.84
19	\$14.26	\$14.84	\$15.41	\$15.97	\$16.56	\$17.13	\$17.71	\$18.28	\$18.85	\$19.43	\$19.98	\$20.55	\$21.15	\$21.71	\$22.29
20	\$14.53	\$15.12	\$15.71	\$16.30	\$16.88	\$17.46	\$18.04	\$18.62	\$19.22	\$19.84	\$20.38	\$20.96	\$21.57	\$22.15	\$22.73
21	\$14.80	\$15.40	\$16.09	\$16.59	\$17.19	\$17.79	\$18.38	\$18.99	\$19.58	\$20.20	\$20.79	\$21.38	\$21.99	\$22.56	\$23.17
22	\$15.06	\$15.69	\$16.30	\$16.91	\$17.52	\$18.13	\$18.73	\$19.35	\$19.95	\$20.55	\$21.18	\$21.78	\$22.40	\$23.00	\$23.63
23	\$15.35	\$15.95	\$16.58	\$17.20	\$17.83	\$18.44	\$19.08	\$19.70	\$20.33	\$20.94	\$21.58	\$22.19	\$22.82	\$23.44	\$24.07
24	\$15.62	\$16.24	\$16.86	\$17.52	\$18.16	\$18.79	\$19.43	\$20.07	\$20.69	\$21.33	\$21.97	\$22.60	\$23.25	\$23.87	\$24.51
25	\$15.87	\$16.51	\$17.17	\$17.82	\$18.45	\$19.12	\$19.77	\$20.41	\$21.06	\$21.71	\$22.36	\$23.00	\$23.66	\$24.30	\$24.95
26	\$16.13	\$16.79	\$17.46	\$18.13	\$18.79	\$19.46	\$20.11	\$20.78	\$21.45	\$22.08	\$22.75	\$23.41	\$24.08	\$24.73	\$25.40
27	\$16.39	\$17.07	\$17.76	\$18.42	\$19.11	\$19.78	\$20.45	\$21.12	\$21.79	\$22.47	\$23.15	\$23.82	\$24.50	\$25.19	\$25.85
28	\$16.67	\$17.36	\$18.04	\$18.73	\$19.43	\$20.11	\$20.80	\$21.49	\$22.17	\$22.86	\$23.56	\$24.23	\$24.92	\$25.61	\$26.29
29	\$16.94	\$17.64	\$18.33	\$19.03	\$19.73	\$20.44	\$21.15	\$21.84	\$22.53	\$23.25	\$23.95	\$24.63	\$25.34	\$26.04	\$26.73
30	\$17.20	\$17.91	\$18.62	\$19.35	\$20.07	\$20.78	\$21.49	\$22.19	\$22.90	\$23.63	\$24.34	\$25.04	\$25.76	\$26.48	\$27.16
31	\$17.47	\$18.20	\$18.93	\$19.65	\$20.37	\$21.09	\$21.81	\$22.54	\$23.28	\$24.00	\$24.71	\$25.45	\$26.17	\$26.90	\$27.62
32	\$17.75	\$18.47	\$19.22	\$19.95	\$20.69	\$21.45	\$22.17	\$22.90	\$23.65	\$24.38	\$25.10	\$25.87	\$26.60	\$27.34	\$28.08
33	\$18.00	\$18.75	\$19.52	\$20.26	\$21.02	\$21.76	\$22.50	\$23.27	\$24.01	\$24.77	\$25.52	\$26.27	\$27.01	\$27.77	\$28.53

Tolleson Union High School District #214
Information Technology
Initial Placement Salary Schedule
(New Hires Only)
2016-2017

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
1	\$18.00	\$18.76	\$19.52	\$20.27	\$21.01	\$21.76	\$22.50	\$23.27	\$24.01	\$24.76	\$25.51	\$26.26	\$27.01	\$27.78	\$28.53
2	\$19.20	\$19.96	\$20.72	\$21.49	\$22.24	\$23.00	\$23.77	\$24.53	\$25.29	\$26.05	\$26.80	\$27.57	\$28.34	\$29.09	\$29.86
3	\$20.39	\$21.18	\$21.95	\$22.71	\$23.50	\$24.27	\$25.03	\$25.82	\$26.59	\$27.36	\$28.14	\$28.92	\$29.68	\$30.45	\$31.23
4	\$21.60	\$22.39	\$23.17	\$23.96	\$24.73	\$25.52	\$26.31	\$27.09	\$27.89	\$28.66	\$29.46	\$30.24	\$31.04	\$31.82	\$32.60
5	\$22.80	\$23.60	\$24.39	\$25.20	\$25.98	\$26.77	\$27.59	\$28.38	\$29.19	\$29.98	\$30.77	\$31.58	\$32.38	\$33.19	\$33.97
6	\$24.00	\$24.81	\$25.64	\$26.44	\$27.26	\$28.05	\$28.85	\$29.68	\$30.49	\$31.31	\$32.11	\$32.91	\$33.74	\$34.54	\$35.36

Tolleson Union High School District #214
Licensed Practical Nurse (LPN)
Initial Placement Salary Schedule
(New Hires Only)
2016-2017

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
1	\$18.00	\$18.76	\$19.52	\$20.27	\$21.01	\$21.76	\$22.50	\$23.27	\$24.01	\$24.76	\$25.51	\$26.26	\$27.01	\$27.78	\$28.53
2	\$19.20	\$19.96	\$20.72	\$21.49	\$22.24	\$23.00	\$23.77	\$24.53	\$25.29	\$26.05	\$26.80	\$27.57	\$28.34	\$29.09	\$29.86
3	\$20.39	\$21.18	\$21.95	\$22.71	\$23.50	\$24.27	\$25.03	\$25.82	\$26.59	\$27.36	\$28.14	\$28.92	\$29.68	\$30.45	\$31.23
4	\$21.60	\$22.39	\$23.17	\$23.96	\$24.73	\$25.52	\$26.31	\$27.09	\$27.89	\$28.66	\$29.46	\$30.24	\$31.04	\$31.82	\$32.60
5	\$22.80	\$23.60	\$24.39	\$25.20	\$25.98	\$26.77	\$27.59	\$28.38	\$29.19	\$29.98	\$30.77	\$31.58	\$32.38	\$33.19	\$33.97
6	\$24.00	\$24.81	\$25.64	\$26.44	\$27.26	\$28.05	\$28.85	\$29.68	\$30.49	\$31.31	\$32.11	\$32.91	\$33.74	\$34.54	\$35.36

**TOLLESON UNION HIGH SCHOOL DISTRICT #214
2016-2017**

EXTRACURRICULAR SALARY SCHEDULE (New Hires Only)	
Salary factors:	\$ 36,417
Index	Step 1
2.00%	\$ 728
3.00%	\$ 1,093
4.00%	\$ 1,457
5.00%	\$ 1,821
6.00%	\$ 2,185
7.00%	\$ 2,549
8.00%	\$ 2,913
9.00%	\$ 3,278
10.00%	\$ 3,642
11.00%	\$ 4,006
12.00%	\$ 4,370
13.00%	\$ 4,734
14.00%	\$ 5,098

Coaching Positions	# of coaches	Level	Index		# of coaches	Level	Index
Baseball	1	Varsity	12	Boy's Track	1	Varsity	12
Baseball	1	Asst/JV	10	Boy's Track	1	Asst.	10
Baseball	1	Frosh	10	Girl's Track	1	Varsity	12
Basketball	1	Varsity	12	Girl's Track	1	Asst.	10
Basketball	1	Asst/JV	10	Volleyball	1	Varsity	12
Basketball	1	Frosh	10	Volleyball	1	JV	10
Cross Country	1	Varsity	11	Volleyball	1	Frosh	10
Cross Country	1	Asst	9	Wrestling	1	Varsity	12
Football	1	Varsity	14	Wrestling	1	JV	10
Football	4	JV/Asst	10	Wrestling	1	Frosh	10
Football	2	Frosh	10	Spiritline (one time annual stipend)		Head	13
Boy's Golf	1	Varsity	10			Asst.	10
Girl's Golf	1	Varsity	10	Speech and Debate		Head	9
Boy's Soccer	1	Varsity	11			Asst.	7
Boy's Soccer	1	JV	9	Theatre			9
Girl's Soccer	1	Varsity	11	Athletic Trainer (per season)			9
Girl's Soccer	1	JV	9	Weight Room Coordinator			9
Softball	1	Varsity	12				
Softball	1	JV	10				
Softball	1	Frosh	10				
Swimming	1	Varsity	11				
Swimming	1	Asst.	9				
Boy's Tennis	1	Varsity	10				
Girl's Tennis	1	Varsity	10				

CLUB, CLASS & EXTRA DUTY SCHEDULE	AMOUNT
Senior Class	\$ 771
Senior Class Co-Sponsor	\$ 386
Jr. Class Sponsor	\$ 964
Jr. Class Co-Sponsor	\$ 482
Sophomore Class Sponsor	\$ 579
Sophomore Class Co-Sponsor	\$ 289
Freshman Class Sponsor	\$ 579
Freshman Class Co-Sponsor	\$ 289
National Honor Society	\$ 771
Other Clubs (Discretionary)	\$ 1,446
University High School	\$ 868
District Technology Member	\$ 609
Gifted & Talented	\$ 1,523

CO-CURRICULAR SALARY SCHEDULE	Index
Band Director & Flagline	9
Choir Director	4
Creative Writing Magazine	3
Dance	5
Newspaper	5
Sound Technician	3
Student Council	7
JROTC Drill Team (TUHS/WHS)	7
Yearbook	5

OTHER	AMOUNT
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Extra Section Stipend*
Department Chair**
No extra prep will be given.

TRAVEL	AMOUNT
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Mileage Reimbursement \$ 0.445

EXTRACURRICULAR RATE	AMOUNT
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Curriculum Development \$ 22
Tutoring \$ 22
Homebound \$ 22

*Based on \$36,417 divided by the number of contract days x 15% x number of days worked.

** Department chairs \$125.00 x FTEs in department divided by instructional days.

SUMMARY OF AGENDA ITEM

MEETING DATE: April 12, 2016

AGENDA SUBJECT: 2016-2017 Insurance Rates, Plan Benefits, District Contribution Amounts, and Employee Costs

PURPOSE:

Administration seeks Governing Board approval of the 2016-2017 insurance rates, plan benefits, District contribution amounts, and employee costs.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

On September 5, 2008, the District signed a Membership Agreement with Valley Schools Management Group, a governmental entity formed for the purpose of jointly purchasing various types of insurance and related benefit services. Arizona Revised Statutes §11-952.01 permits two or more public agencies to enter into contracts or agreements for the joint purchase of various types of insurance, health benefits plans, and related services. It further allows public agencies to form a separate entity specifically for that purpose. Furthermore, it explicitly provides that any pool established pursuant to this section is exempt from the provisions of the Arizona Procurement Code when purchasing insurance, reinsurance, or retaining certain consultants and professional services.

The recommendation includes the utilization of Valley Schools Employee Benefits Trust (VSEBT) to purchase major medical, dental, vision, life, accidental death and dismemberment, voluntary short term disability insurance, and Flexible Spending Plan/Cafeteria Plan and COBRA administration services.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

By utilizing cooperative contracts awarded by VSEBT, the District can (1) obtain savings through the volume purchase of employee insurance benefits, and (2) continue to offer employees a rich plan of coverage, determine plan options that benefit all employees, and cover the employee-only portion of the cost.

BUDGET IMPACT AND COSTS:

A. Medical Insurance – One (1) medical rate option, with three (3) tiers

The District contribution has not increased, nor decreased for any tiers. The HDHP I employee only tier will receive a \$700 contribution into the Health Savings Account (HSA); \$350 will be preloaded at the beginning of the plan year and the remaining \$350 contributed at the end of the plan year pending completion of the three (3) wellness activities.

B. Dental Insurance – Two (2) carriers, each with four (4) tier options

- Delta Dental of Arizona – The District pays 100% of the employee only cost. Dependent coverage is paid by the employee. This will continue the four (4) tier option of Employee, Employee plus Spouse, Employee plus Child(ren), and Employee plus Family.
- Total Dental Administrators (TDA) – The District will pay 100% on all four (4) tier options. TDA is a prepaid dental plan.

C. Basic Life Insurance and Optional Life Insurance

- Rates for supplemental life, accidental death and dismemberment, and dependent life remain at the 2015-2016 level.
- The District will continue to pay 100% for basic life insurance. Optional life insurance to remain fully paid by the employee.

D. Voluntary Benefits

- Rates for Short Term Disability, the Vision Service Plan and the Flexible Spending Account remain at the 2015-2016 level.
- Vision Insurance – to remain fully paid by the employee.
- Short Term Disability Insurance – to remain fully paid by the employee.
- Flexible Spending Account – to remain fully paid by the employee.
- COBRA Administration Services – to remain fully paid by the employee.

RECOMMENDATION:

It is recommended that the Governing Board approve the (1) rates and utilization of contracts awarded through Valley School Employee Benefits Trust for the purchase of major medical, dental, vision, life, accidental death and dismemberment, voluntary short term disability insurance, Flexible Spending Account, and COBRA administration services; (2) District contribution amounts; and (3) employee cost for the 2016-2017 insurance plan.

Submitted by:	Tracy McLaughlin Director, Financial Services	Date:	March 31, 2016
Reviewed by:	 Dr. Lexi Cunningham Superintendent	Date:	March 31, 2016

A. Employee and Employer Medical Cost for 2016-2017 (see attached for details)

The District contribution remains at \$4,552.80; HDHP I Employee only tier will receive a \$700 contribution into the Health Savings Account (HSA); \$350 will be preloaded at the beginning of the plan year and the remaining \$350 contributed at the end of the plan year pending completion of the three (3) wellness activities.

Please see the next page.

Medical Insurance Rates and Plan Benefits for 2016-2017

PPO Base Plan						HDHP I					HDHP II				
Tier	# of Emp. Currently enrolled	FY16 Annual Cost*	FY16 Annual Cost*	Increase/Decrease	% Increase	# of Emp. Currently enrolled	FY16 Annual Cost*	FY16 Annual Cost*	Increase/Decrease	% Increase	# of Emp. Currently enrolled	FY16 Annual Cost*	FY16 Annual Cost*	Increase/Decrease	% Increase
EE Only	47	\$ 2,473.55	\$ 2,473.55	\$ -	0%	340	\$ -	\$ -	\$ -	0%	158	\$ -	\$ -	\$ -	0%
EE + Spouse	3	\$ 8,797.27	\$ 8,797.27	\$ -	0%	22	\$ 2,276.40	\$ 2,276.40	\$ -	0%	4	\$ 4,637.91	\$ 4,637.91	\$ -	0%
EE+ Child(ren)	6	\$ 8,094.63	\$ 8,094.63	\$ -	0%	92	\$ 2,048.76	\$ 2,048.76	\$ -	0%	10	\$ 4,225.69	\$ 4,225.69	\$ -	0%
EE+Family	2	\$ 15,120.99	\$ 15,120.99	\$ -	0%	12	\$ 8,485.92	\$ 8,485.92	\$ -	0%	14	\$ 8,451.29	\$ 8,451.29	\$ -	0%
Benefit Highlights						Benefit Highlights					Benefit Highlights				
Deductible	\$750/\$2,250					Deductible	\$2,600/\$5,200				Deductible	\$1,500/\$3,000			
Maximum out-of-pocket	\$3,000/\$9,000					Maximum out-of-pocket	\$4,500/\$9,000				Maximum out-of-pocket	\$3,425/\$6,850			
Coinsurance	80%					Coinsurance	80%**				Coinsurance	80%**			
Doctor copay	\$20/\$35					Doctor copay	80%**				Doctor copay	80%**			
Specialist copay	\$40/\$55					Specialist copay	80%**				Specialist copay	80%**			
Urgent care copay	\$50					Urgent care copay	80%**				Urgent care copay	80%**			
ER copay	\$500					ER copay	80%**				ER copay	80%**			
Pharmacy (retail)	\$0/\$30/\$50					Pharmacy (retail)	\$0/\$30/\$50				Pharmacy (retail)	\$0/\$30/\$50			

* Annual cost does not include District contribution.

** After deductible is met.

Items highlighted reflect changes to plans for 2016-2017 school year.

Employee and Employer Medical Cost for 2016 - 2017

New 2016 - 2017 Total District Contribution	\$3,814,613.60
Current 2015 -2016 Total District Contribution	\$ 3,470,488.00
Total District Contribution Increase for 2016 - 2017	\$344,125.60

This illustration shows the District Contribution ramined at \$4,552.80.

*District will deposit up to \$700.00 into the HDHP I employee only tier. \$350.00 will be preloaded into eligible accounts on effective date of coverage. To receive the additional \$350.00 eligibile employees must complete three wellness activities. The additional \$350.00 will be contributed at the end of the plan year.

		2015 - 2016 Annual Cost per Employee	New 2016 - 2017 Annual Cost per Employee	New 2016 - 2017 Annual Increase per Employee (column D - C)	New 2016 - 2017 District Contribution per Employee	Total 2016 -2017 District Contribution Cost	New 2016 - 2017 Employee Cost	Emp Cost 26 pays	Emp Cost 21 pays	Emp cost 20 pays
PPO Base Plan										
# of Emp										
57	Employee	\$ 7,026.35	\$ 7,026.35	\$0.00	\$4,552.80	\$259,509.60	\$2,473.55	\$95.14	\$117.79	\$123.68
3	Employee + Spouse	\$13,350.07	\$ 13,350.07	\$0.00	\$4,552.80	\$13,658.40	\$8,797.27	\$338.36	\$418.92	\$439.86
5	Employee + Child(ren)	\$12,647.43	\$ 12,647.43	\$0.00	\$4,552.80	\$22,764.00	\$8,094.63	\$311.33	\$385.46	\$404.73
4	Employee + Family	\$19,673.79	\$ 19,673.79	\$0.00	\$4,552.80	\$18,211.20	\$15,120.99	\$581.58	\$720.05	\$756.05
69										
HDHP I w/HSA										
316	Employee	\$ 4,552.80	\$ 4,552.80	\$0.00	\$4,552.80	\$1,676,684.80	\$0.00	\$0.00	\$0.00	\$0.00
23	Employee + Spouse	\$ 6,829.20	\$ 6,829.20	\$0.00	\$4,552.80	\$104,714.40	\$2,276.40	\$87.55	\$108.40	\$113.82
95	Employee + Child(ren)	\$ 6,601.56	\$ 6,601.56	\$0.00	\$4,552.80	\$432,516.00	\$2,048.76	\$78.80	\$97.56	\$102.44
15	Employee + Family	\$13,038.72	\$ 13,038.72	\$0.00	\$4,552.80	\$68,292.00	\$8,485.92	\$326.38	\$404.09	\$424.30
449										
HDHP II										
190	Employee	\$ 4,552.80	\$ 4,552.80	\$0.00	\$4,552.80	\$865,032.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Employee + Spouse	\$ 9,190.71	\$ 9,190.71	\$0.00	\$4,552.80	\$13,658.40	\$4,637.91	\$178.38	\$220.85	\$231.90
12	Employee + Child(ren)	\$ 8,778.49	\$ 8,778.49	\$0.00	\$4,552.80	\$54,633.60	\$4,225.69	\$162.53	\$201.22	\$211.28
14	Employee + Family	\$13,004.09	\$ 13,004.09	\$0.00	\$4,552.80	\$63,739.20	\$8,451.29	\$325.05	\$402.44	\$422.56
219										
Total District Contribution						\$3,593,413.60				

B. Employee and Employer Dental Cost for 2016-2017

The District will continue to pay 100% of the employee only cost. Dependent coverage is paid by the employee.

Dental Cost for 2016-2017

Delta Dental of Arizona

Recommendation: for the District to continue to pay 100% of the employee only cost.

	2015-2016 Participating Employees	2015-2016 Annual Cost	2016-2017 Annual Cost	Annual Increase	% of Decrease
Delta Dental					
EE	578	\$ 424.80	\$ 540.12	\$ 115.32	7.86%
EE+Spouse	79	\$ 870.72	\$ 1,080.36	\$ 209.64	8.06%
EE+Child(ren)	108	\$ 945.24	\$ 1,134.36	\$ 189.12	8.33%
EE+Family	105	\$ 1,456.44	\$ 1,620.48	\$ 164.04	8.99%
Total EE's enrolled	870				
Total Projected Annual Cost for 2015-2016		\$ 369,576.00			
Total Projected Annual Cost for 2016-2017		\$ 469,904.40			
Total Projected Increase for 2016-2017		\$ 100,328.40			

TDA

Recommendation: for the District to continue to pay 100% of any tier election.

	2015-2016 Participating Employees	2015-2016 Annual Cost	2016-2017 Annual Cost	Annual Increase	% of Decrease
TDA					
EE	22	\$ 117.72	\$ 121.20	\$ 3.48	0.00%
EE+Spouse	16	\$ 232.80	\$ 239.76	\$ 6.96	0.00%
EE+Child(ren)	17	\$ 260.88	\$ 268.68	\$ 7.80	0.00%
EE+Family	34	\$ 286.32	\$ 294.96	\$ 8.64	0.00%
Total EE's enrolled	89				
Total Projected Annual Cost for 2015-2016		\$ 10,477.08			
Total Projected Annual Cost for 2016-2017		\$ 10,786.80			
Total Projected Increase for 2016-2017		\$ 309.72			

Delta Dental Rates for 2016-2017

Dental-Delta Dental of Arizona

1. Continue four (4) tier options for 2016-2017.
2. Employee Only tier is paid fully by the District.

Dental Rates		FY16 Annual Cost	FY16 Annual Cost	% Increase/(Decrease)	
EE Only		\$ 424.80	\$ 540.12	0.79%	\$ 115.32
EE + Spouse		\$ 870.72	\$ 1,080.36	0.81%	\$ 209.64
EE + Child(ren)		\$ 988.44	\$ 1,134.36	0.87%	\$ 145.92
EE + Family		\$ 1,456.44	\$ 1,620.48	0.90%	\$ 164.04

Dental-Total Dental Administrators Health Plan, Inc. (TDA)

1. This is a four (4) tier option, prepaid dental plan.
2. There will be no increase or changes to this plan.

Dental Rates		FY16 Annual Cost	FY16 Annual Cost	% Increase/(Decrease)	
EE Only		\$ 117.72	\$ 121.20	0.97%	\$ 3.48
EE + Spouse		\$ 232.80	\$ 239.76	0.97%	\$ 6.96
EE + Child(ren)		\$ 260.88	\$ 268.68	0.97%	\$ 7.80
EE + Family		\$ 286.32	\$ 294.96	0.97%	\$ 8.64

Vision Insurance Rates for 2016-2017

Vision-Vision Service Plan (VSP)

1. Vision benefits are paid fully by the District.
2. Employees only pay for any dependent coverage.
3. There is an increase to the rate for each tier.

Vision Rates		FY16 Annual Cost	FY17 Annual Cost	% Increase/(Decrease)	
EE Only		\$ 77.52	\$ 82.20	0.94%	\$ 4.68
EE + one (1) dependent		\$ 147.36	\$ 156.24	0.94%	\$ 8.88
EE + two (2) or more dependents		\$ 216.36	\$ 229.32	0.94%	\$ 12.96

District Paid Life and Voluntary Optional Life Rates for 2016-2017

Basic Life/AD&D

1. There will be no change in rate for Basic Life or AD&D.
2. Basic Life/AD&D is fully paid by the District for the employee.
3. Basic Life/AD&D is one (1) times the employee's annual salary.

Life/AD&D Rates	FY16 Monthly Cost	FY17 Monthly Cost
EE Life	\$ 0.054	\$ 0.054
EE AD&D	\$ 0.015	\$ 0.015

Optional Life

1. There will be no change in rate for optional life insurance.
2. This is fully paid by the employee.

Voluntary Life	FY16	FY17
EE Monthly Rate	\$0.04-\$1.648 per \$1,000	\$0.04-\$1.648 per \$1,000
Maximum Benefit	\$300,00	\$300,00
Spouse Monthly Rate	\$0.04-\$1.016 per \$1,000	\$0.04-\$1.016 per \$1,000
Child Monthly Rate	\$0.53 per \$2,000	\$0.53 per \$2,000

Short Term Disability Rates for 2016-2017

Short Term Disability-Assurant

1. There is no increase from 2015-2016.
2. Short term disability is fully paid by the employee.

Short Term Disability	Monthly Coverage Min./Max.	Rates for 2016-2017
EE	\$300/\$5,000	\$2.02 per month per \$100 of monthly benefit.

Flexible Spending Account (FSA) and COBRA

FSA/Cafeteria Plan and COBRA-B.A.S.I.C. Western USA

1. There will be no change or increase to the flexible spending rates or fees.
3. The employee pays 100% of the FSA contribution.
4. Includes medical and dependent care reimbursements.

FSA & COBRA fees	FSA fees per participant for 2016-2017	COBRA fees per participant for 2016-2017
EE	\$0.00 (paid for by Valley Schools)	\$0.00 (paid for by Valley Schools)

SUMMARY OF AGENDA ITEM

MEETING DATE: April 12, 2016

AGENDA SUBJECT: First Reading – Multiple Policies (BEC, BEDA, BEHD, FCB, GBI, GCCA, GCCH, GCQF, GDQA, IKE, IKF, JFAB, JFABC, JK, and JLIA)

PURPOSE:

Administration seeks Governing Board approval 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:

It is recommended that the Governing Board approve the first reading of Policies BEC (Executive Sessions/Open Meetings), BEDA (Notification of Board Meetings), BEHD (Public Participation at Board Meetings), FCB (Retirement of Facilities), GBI (Staff Participation in Political Activities), GCCA (Professional/Support Staff Discretionary and Accrued Sick Leave), GCCH (Professional/Support Staff Bereavement Leave), GCQF (Discipline, Suspension and Dismissal of Professional Staff Member), GDQA (Support Staff Reduction in Force), IKE (Promotion and Retention of Students), IKF (Graduation Requirements), JFAB (Tuition/Admission of Nonresident Students), JFABC (Admission of Transfer Students [Academic Credit Transfer]), JK (Student Discipline), and JLIA (Supervision of Students).

Submitted by: Karyn Morse Eubanks
Executive Assistant

Date: March 31, 2016

Reviewed by: 
Dr. Lexi Cunningham
Superintendent

Date: March 31, 2016

POLICY CHANGE RATIONALE

APRIL 12, 2016

Policy	Rationale for Change
BEC; Executive Sessions/Open Meetings	A brief addition providing districts with more clarity and direction in the posting of notices and eliminates some potential confusion in the timeline allowed for an employee to request an open hearing.
BEDA; Notification of Board Meetings	A brief addition providing districts with more clarity and direction in the posting of notices and eliminates some potential confusion in the timeline allowed for an employee to request an open hearing.
BEDH; Public Participation at Board Meetings	Policy is modified to ensure compliance with A.R.S. §38-431.01(H) pertaining to Open Meeting Law.
FCB; Retirement of Facilities	Senate Bill 1074 amended A.R.S. §15-189, Charter schools; vacant buildings; list; used equipment. School districts are to sell or lease a vacant and unused building or portion of a building to charter schools in the same manner as other potential buyers or lessees while attempting to obtain the highest possible value.
GBI; Staff Participation in Political Activities	The Arizona Legislature amended A.R.S. §15-511 in House Bill 2613 which added language related to prohibitions on the use of public resources to influence elections while defining "routine school district communications."
GCCA; Professional/Support Staff Discretionary and Accrued Sick Leave	Beginning next year, the District will implement a new time card system that will enhance/improve the current system. The new system, though, cannot distinguish between "discretionary" and "sick" leave time. Consequently, the District is recommending a revision to current policy to eliminate the categories of discretionary and sick and, instead, designating such time as "personal" time. The total amount of days allowable will remain the same as current policy.
GCCH; Professional/Support Staff Bereavement Leave	Proposed changes to Policy GCCA precipitates changes to GCCH. Mention of discretionary leave will be changed to personal leave. In addition, the familial categories by which bereavement leave can be taken have been expanded.
GCQF; Discipline, Suspension and Dismissal of Professional Staff Member	Additional wording strengthens procedures outlined within the "Additional Provisions and Conditions" section.

POLICY CHANGE RATIONALE

APRIL 12, 2016

Policy	Rationale for Change
GDQA; Support Staff Reduction in Force	Policy language has been modified for clarity in reference to reduction in force which may be necessitated during the school year in addition to the provision for reductions occurring prior to an upcoming school year.
IKE; Promotion and Retention of Students	A paragraph that should have been previously eliminated as it pertains to grade school is being eliminated now. In addition, a student's high school grade classification may be determined by each district as the definition included in the Policy is neither in statute nor in the State Board of Education rules.
IKF; Graduation Requirements	<p>Policy IKF is presented with several additions based on revisions to A.R.S. §15-763 (Plan for providing special education; definition) and A.R.S. §15-701.01 (High school; graduation; requirements) included in House Bill 2064 and Senate Bill 1093. The policy language addresses pupil transfer of credit from a charter school, school district, or Arizona online instruction; the designation of such credits as core credit; and examination if the core credit designation is denied.</p> <p>Another addition is the social studies graduation requirement which becomes effective in the 2016-2017 school year pertaining to students obtaining a minimum score of sixty (60) out of one hundred (100) on a test that is identical to the civics portion of the naturalization test used by the United States Citizenship and Immigration Services.</p>
JFAB; Tuition / Admission of Nonresident Students	A paragraph pertaining to the admission of students who are United States residents but nonresidents of Arizona has been moved and designated as a discretionary, not mandatory, action of the Governing Board.
JFABC; Admission of Transfer Students (Academic Credit Transfer)	<p>House Bill 2530 modifies A.R.S. §15-701.01, including language which prohibits requiring proof of payment as a condition of a school district or charter school accepting credits earned from an online course provider for online classes taken between May 1 and July 31.</p> <p>Language added to Policy IKF in Senate Bill 1093, addressing pupil transfer of credit from a charter school, school district, or Arizona online instruction; the designation of such credit as core credit or elective credit; and examination if the core credit designation is denied, is duplicated in this policy.</p> <p>Senate Bill 1093 modified A.R.S. §15-808 (Arizona online instruction) specifying that school districts or charter schools may not charge a fee to a pupil who takes an examination in a particular course to obtain academic credit, pursuant to section §15-701.01. The appropriate change has been made to policy.</p>

POLICY CHANGE RATIONALE

APRIL 12, 2016

Policy	Rationale for Change
JK; Student Discipline	<p>Policy Advisory No. 371, February 2010, was the result of SB 1197 which established a task force on best practices in special education and behavior management with directions to examine, evaluate, and make recommendations concerning best practices for managing the behavior and discipline of pupils with disabilities, including prohibited disciplinary actions, training for special education teachers, and parental notice requirements.</p> <p>The Arizona Legislature passed HB 2476 in 2013. This bill amended A.R.S. §15-843(B)(9), relating to pupil discipline and is applicable to all students. As a result, ASBA Policy Services released Policy Advisory No. 472, May 2013, focusing on the confinement of pupils left alone in an enclosed space. Information pertaining to confinement was placed in Policy JK.</p> <p>The current Legislature passed Senate Bill 1459, adding A.R.S. §15-105 (Use of restraint and seclusion techniques; requirements; definition) to Title 15. As a result, language pertaining to restraint and seclusion applicable to all students has been added to document JK. In addition, the Governor released a letter dated April 13, 2015 expressing his recommendation that the Legislature consider “protections to well-intentioned individuals acting in good faith in emergency situations” during the next legislative session.</p> <p>Further, the Policy has been altered by moving some language and modifying a heading title in order to eliminate the assumption that everything that follows in the document pertains to special needs students.</p> <p>Clarification has been added to communicate the rules pertaining to discipline, suspension, expulsion, and the provisions pertaining to confinement of pupils to students at the beginning of each school year, and to transfer students at the time of their enrollment in school.</p> <p>Language pertaining to restraint and seclusion applicable to all students has generated discussion and questions among educators pertaining to the practical application of this Policy in a variety of situations, including confrontations with students; however, ASBA counsels that it may be instructive for districts to be aware of the Governor’s letter of April 13, 2015 expressing his recommendation that during the next legislative session, the Legislature consider “protections to well-intentioned individuals acting in good faith in emergency situations.”</p>
JLIA; Supervision of Students	Some language in Policy JLIA has been modified for clarity in response to input from The Arizona School Risk Retention Trust, Inc.

BEC ©

EXECUTIVE SESSIONS / OPEN MEETINGS

The Board may enter into executive session after the following requirements have been met:

- A notice of the executive session has been provided to the Board members and the general public stating the provision of law authorizing the executive session in accordance with Board Policy BEDA.
- The Board has first been convened in open meeting, for which notice, stating the specific provision of law authorizing the executive session, has been given.
- The Board President has identified the section of sections of A.R.S. §38-431.03 that authorize the holding of the executive session and has stated the language of the section(s) and a general description of the matters to be considered.
- The executive session is authorized by a vote in open session, either during the current Governing Board meeting or at a prior meeting of the Board designating the time and the date of the future executive session.

The Governing Board shall provide any officer, appointee, or employee to be considered or discussed at a meeting with written notice of the executive session as is appropriate but not less than twenty-four (24) hours for the officer, appointee, or employee to determine whether the discussion or consideration should occur at a public meeting.

No final action, decision, or vote shall be taken while the Board is in executive session, except as provided by law.

The Board shall reconvene the open meeting after an executive session prior to adjourning the meeting.

During the executive session, all persons present in the executive session will be read an admonition on the confidentiality of the executive session minutes and deliberations.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

15-843

38-431.01

38-431.02

38-431.03

A.G.O.

I79-45

I79-49

I79-126

I79-136

I80-118

I80-146

I81-058

I81-060

I81-090

CROSS REF.:

BBBB – Board Member Oath of Office

BEDA – Notification of Board Meetings

BEDG – Minutes

JKD – Student Suspension

BEDA ©

NOTIFICATION OF BOARD MEETINGS

A statement shall be conspicuously posted on the District's website specifying where all notices of the Governing Board meetings are posted, including the physical and electronic locations, and give additional public notice as is reasonable and practical as to all meetings.

The District shall post all Governing Board public meeting notices on its website and give additional public notice as is reasonable and practical as to all meetings. When the District has complied with all other public notice requirements of A.R.S. §38-431.02, the Board is not precluded from holding a meeting for which notice was posted when a technological problem or failure either:

- prevents the posting of public notice on the District website, or
- temporarily or permanently prevents use of all or part of the District's website.

When an executive session of the Board is scheduled, a notice of the executive session stating the provision of law authorizing the executive session and including a general description of the matters to be considered shall be provided to:

- the members of the Governing Board, and
- the general public.

At least twenty-four (24) hours prior to the meeting, notice shall be given to the members of the Governing Board and to the general public by posting in the designated public place(s) the time and place, and the meeting agenda or any change in the meeting agenda. The notice shall include an agenda of the matters to be discussed, considered, or decided at the meeting, or include information on how the public may obtain a copy of the agenda.

The twenty-four (24) hour notice period:

- May include Saturday when, in addition to any website posting, the public has twenty-four (24) hour access to the physical posting location.
- Does not include Sundays or other holidays prescribed in A.R.S. §1-301.

A twenty-four (24) hour meeting notice is not required in the case of an actual emergency; however, notice shall be given and procedures followed in accordance with the requirements of §38-431.02 as are appropriate to the circumstances.

The Governing Board shall provide any officer, appointee, or employee to be considered or discussed at a meeting with written notice of the executive session as is appropriate but not less than twenty-four (24) hours for the officer, appointee, or employee to determine whether the discussion or consideration should occur at a public meeting.

A meeting may be recessed and resumed with less than twenty-four (24) hours' notice when proper initial meeting notice was given and, before recessing, public notice is given specifying the time and place the meeting will be resumed or identifying the method by which such notice shall be publicly given.

When the Governing Board intends to meet at a regular place and time on a regular day, date, or event for a specified calendar period, the District may post notice of the beginning of the applicable calendar period and the period for which the notification is valid.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

1-301

15-321

15-341

38-431.01

38-431.02

A.G.O.

I79-45

CROSS REF.:

BE – School Board Meetings

BEC – Executive Sessions/Open Meetings

BEDB – Agenda

BEDH ©

PUBLIC PARTICIPATION AT BOARD MEETINGS

All regular and special meetings of the Board shall be open to the public.

The Board invites the viewpoints of citizens throughout the District, and considers the responsible presentation of these viewpoints vital to the efficient operation of the District. The Board also recognizes its responsibility for the proper governance of the schools and therefore the need to conduct its business in an orderly and efficient manner.

The Board therefore establishes the following procedures to receive input from citizens of the District:

- Any individual desiring to address the Board shall complete a form (Request to Address Board) and give this form to the Superintendent prior to the start of the Board meeting.
- The Board President shall be responsible for recognizing speakers, maintain proper order, and adhering to any time limit set. ~~Questions of fact asked by the public shall, when appropriate, be answered by the President or referred to the Superintendent for reply.~~ Questions requiring investigation shall be referred to the Superintendent for later report to the Board. Questions or comments on matters that are currently under legal review will not receive a response.
- If considered necessary, the President shall set a time limit on the length of the comment period. In order to ensure that each individual has an opportunity to address the Board, the President may also set a time limit for individual speakers.
- ~~Members of the public may be recognized by the President to assist the Board with information for the conduct of its official business.~~
- Personal attacks upon Board members, staff personnel, or other person in attendance or absent by individuals who address the Board are discouraged. Presenters are cautioned that statements or representations concerning others that convey an unjustly unfavorable impression may subject the presenter to civil action for defamation. Policies KE, KEB, KEC, and KED are provided by the Board for disposition of legitimate complaints, including those involving individuals. Upon conclusion of the open call to the public, individual members of the Board may respond to any criticism made by an individual who has addressed the Board.

The Superintendent shall ensure that a copy of this policy is posted at the entrance to the Board meeting room, and that an adequate supply of forms is available.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

38-431.01

CROSS REF.:

BDB – Board Officers

BHC – Board Communications with Staff Members

BHD – Board Communications with the Public

KEB – Public Concerns/Complaints about Personnel

FCB ©
RETIREMENT OF FACILITIES

(Closing a School Facility)

If it is determined the Board needs to consider closing a school facility the Board may consult with the Arizona School Facilities Board (SFB) for technical assistance and for information on the impact of closing a school. The information provided from the SFB shall not require the Board to take or not take any action.

The Board recognizes the impact closing a school has on the community, the students who attend the school being considered, the projected impact on other schools in the District, and the District. In response the Board shall discuss and consider a proposed school closing at a scheduled Board meeting. The Superintendent shall present at a Board meeting demographic data related to present and future school facility needs along with information related to a school closing.

Following a decision to sell or lease a vacant and unused building or a vacant and unused portion of a building, the District may not prohibit a charter school from negotiating to buy or lease the property in the same manner as other potential buyers or lessees. The District shall attempt to obtain the highest possible value under current market conditions for the sale or lease of the vacant and unused building or the vacant and unused portion of a building.

Community members shall be provided an opportunity to address the consideration at the Board meeting.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

15-341

38-431.01

CROSS REF.:

JC - School Attendance Areas

GBI ©
STAFF PARTICIPATION IN
POLITICAL ACTIVITIES

The Board recognizes the right of its employees, as citizens, to engage in political activity. However, school time, personnel, equipment, supplies, materials, buildings, or other resources may not be used to influence the outcomes of elections.

A staff member, a person acting on behalf of the District or a person who aids another person acting on behalf of the District shall be guided by the following:

- No employee shall engage in political activities upon property under the jurisdiction of the Board. Employees in their individual capacities may exercise their political liberties on property leased from the school for that purpose.
- The prohibition on the use of public resources to influence the outcome of bond, budget override and other tax-related elections includes the use of School District-focused promotional expenditures that occur after an election is called and through election day. This prohibition does not include routine School District communications which are messages or advertisements that are germane to the functions of the School District and that maintain the frequency, scope and distribution consistent with past practices or are necessary for public safety.
- Campaigning and other election activities must be done in off-duty hours, when not working in an official capacity or representing the District, and without the participation of District employees or students acting in the capacity of District or school representatives.
- Invitations to participate in election activities on a given campus, except when extended by groups leasing or using school facilities, shall be permitted only when such invitations are to all candidates for the office. The rental use of District property by a private person or entity that may lawfully attempt to influence the outcome of an election is permitted if it does not occur at the same time and place as a related District-sponsored forum or debate.
- Political circulars or petitions may not be posted or distributed in school.
- The collection of campaign funds and/or the solicitation of campaign workers is prohibited on school property.
- Students may not be given written materials to influence the outcome of an election or to advocate support for or opposition to pending or proposed legislation.
- Students may not be involved in writing, addressing or distribution of material intended to influence the outcome of an election or to advocate support for or opposition to pending or proposed legislation.

Employees of the District may not use the authority of their position to influence the vote or political activities of any subordinate employee.

District employees who hold elective or appointive office are not entitled to time off from their school duties for reasons incident to such offices, except as such time may qualify under the leave policies of the Board.

The discussion and study of politics and political issues, when such discussion and study are appropriate to classroom studies, are not precluded under the provisions of this policy.

District employees shall be permitted time as provided in statute, if required, to vote in the primary or general election.

The District may distribute informational reports on a proposed budget override election as provided in A.R.S. 15-481 and on a proposed bond election as provided in A.R.S. 15-491 if those informational reports present factual information in a neutral manner, except for those arguments allowed under A.R.S. 15-481.

Nothing in this policy shall preclude the District from producing and distributing impartial information on elections other than District budget override elections or reporting on official actions of the Governing Board.

The District shall not make expenditures for literature associated with a campaign conducted by or for a District official.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

15-481

15-511

15-903

16-402

A.G.O.

I15-002

**PROFESSIONAL/SUPPORT STAFF
DISCRETIONARY AND ACCRUED SICK PERSONAL LEAVE**

(Discretionary and Sick Leave)

Discretionary Leave

Discretionary leave for professional and support personnel is a designated amount of compensated leave that is to be granted to a staff member who, as a consequence of personal or family illness, injury, quarantine, or other obligation or circumstance, is unable to perform the duties assigned. ~~Family, for purpose of this policy, shall include:~~

Spouse	Grandparents
Children	Grandchildren
Parents	Like relations created by marriage (e.g., stepchild)
Siblings	

Discretionary days are not to be construed to be "release days" or "vacation days." The intent of the terminology is to allow a District employee the "professional" discretion to use these days when illness, personal business, or emergencies occur. They are not to be considered additional days off.

Professional staff and support staff members shall be annually credited on an accrual basis with ~~discretionary~~ personal leave according to the following:

<u>Employment Calendar Months</u>	<u>Discretionary Days</u>	<u>Total Annual Days</u>
12 month staff	12 days earned + 3 (fronted)	15 days
11 month employment	11 days earned + 3 (fronted)	14 days
10+ month employment	10.5 days earned + 3 (fronted)	13.5 days
10 month employment	10.5 days earned + 3 (fronted)	13.5 days
9+ month employment	10.5 days earned + 3 (fronted)	13.5 days
9 month employment	9 days earned + 3 (fronted)	12 days
9 month Hourly employment	5 days earned + 1 (fronted)	6 days

Hourly staff in a permanent position: Any hours worked less than twenty (20) hours is prorated and earned accordingly.

The ~~discretionary~~ personal leave allowance of any staff member whose employment with the District is less than the full term of the employee's position during the year shall be prorated at the rate of one (1) day per month.

Discretionary Personal leave is not granted to substitute teachers, or to occasional or temporary employees, or to phased retirement program employees.

The term *day* shall equate to the employee's regularly assigned work day.

~~Unused discretionary leave must be used by an employee prior to the utilization of accrued sick leave and whenever so designated within the policy provisions of other types of leave for which the employee may be eligible.~~

Discretionary Personal leave cannot be used on consecutive work days without prior supervisory approval unless the leave is being utilized ~~for the purposes identified in the first paragraph above.~~ as a consequence of personal or family illness, injury, quarantine, or other obligation or circumstance, wherein the employee is unable to perform the duties assigned.

~~Personal leave may not be used to extend a holiday or break~~ Annually, the Superintendent will publish a list of "black-out days" during which discretionary leave cannot be taken without prior supervisory approval. Unapproved leaves will be docked pay.

At the close of the fiscal year for which the employee was granted a ~~discretionary~~ personal leave allowance, any unused portion of such allowance is transferred into the employee's accrued sick leave account. The amount of sick personal leave an employee may accumulate is unlimited.

Accrued Sick Leave

~~After an employee has exhausted the annual discretionary leave allowance, the employee may use accrued sick leave for personal illness, injury, or medical/vision/dental and similar appointments or treatments that cannot be scheduled at other than duty times.~~

~~Accrued Sick leave is only for the purpose of recuperative activities, e.g., obtaining medical care or treatment, procuring medications or other prescribed materials, convalescing at home or at a medical facility, or other therapy or activity prescribed by the employee's physician or health practitioner (with verification required if requested by the Superintendent).~~

Sick Personal leave may be used for childbirth during the time the physician verifies that the employee is physically unable to perform her normal duties. If the employee does not wish to return to her duties following childbirth, an extended leave of absence must be requested, consistent with existing District policy.

A staff member who is or will be the father or the grandparent of a newborn child will be allowed two (2) days of sick personal leave for the birth. In the event of medical complications, more than two (2) days of sick personal leave may be allowed.

Upon request, the staff member shall inform the Superintendent of the following:

- Purpose for which sick personal leave is being taken.
- Expected date of return from sick personal leave.
- Where the staff member may be contacted during the leave.

The District may, at District expense, require the employee to submit to medical or psychiatric examination by a physician or psychiatrist selected by the District to determine 1) whether or not the continued use of sick personal leave is appropriate or 2) whether return to duty is appropriate.

When a staff member has exhausted all days of accumulated sick personal leave, an unpaid leave of absence must be requested, pursuant to District policy.

Any employee who can be shown to have willfully violated or misused the District's ~~discretionary~~ and sick personal leave policy or misrepresented any statement or condition will be subject to discipline, which may include reprimand, suspension, and/or dismissal.

Reimbursement Plan for Accumulated Sick Personal Leave

Professional Staff and Support Staff Reimbursement Percentages

District employees will be reimbursed for a maximum of one hundred twenty (120) days of accumulated sick personal leave upon retirement or resignation while in the District's employ. The reimbursement benefits will be provided to employees at the conclusion of the employee's last year of employment as follows, provided the employee's services have been provided in a satisfactory, ethical, and professional manner:

- If a District employee resigns or retires with eight (8) through ten (10) years of continuous service in the District, the District will reimburse the employee for accumulated paid personal leave at fifty percent (50%) of the current substitute rate.
- If a District employee resigns or retires with eleven (11) through nineteen (19) years of continuous service in the District, the District will reimburse the employee for accumulated paid personal leave at seventy-five percent (75%) of the current substitute rate.
- If a District employee resigns or retires with twenty (20) or more years of continuous service, the District will reimburse the employee for accumulated paid personal leave at one hundred percent (100%) of the current substitute rate.

Payment of Accumulated Sick Personal Leave

Upon a District employee's retirement or resignation, the District will pay the employee for his or her accumulated sick personal leave at the reimbursement rates set forth above through a qualifying retirement and/or medical account under a plan which has been previously communicated to all of the District's employees and which satisfies the requirements of federal law.

Adopted: ~~June 14, 2011~~

LEGAL REF: A.R.S. 15-187
15-502

CROSS REF.: GCBA – Professional Staff Salary Schedules

**PROFESSIONAL/SUPPORT STAFF
BEREAVEMENT LEAVE**

Whenever an employee shall be absent from duty because of the death of a member of the immediate family (father, father-in-law, stepfather, mother, mother-in law, stepmother, brother, brother-in-law, stepbrother, sister, sister-in-law, stepsister, wife, husband, son, daughter, stepson, stepdaughter, son-in-law, daughter-in-law, grandfather, grandfather-in-law, step-grandfather, grandmother, grandmother-in-law, step-grandmother, grandchild grandson, granddaughter), the employee may take up to three (3) bereavement days. These days will not be subtracted from the current year's ~~discretionary~~ accrued personal leave days. If more time is needed to recover from the loss, ~~discretionary~~ accrued personal leave days may be used.

In the absence of any ~~earned sick~~ accrued personal leave, and upon request, the Superintendent may approve an unpaid leave of absence for each day of extended bereavement leave used.

Adopted:

LEGAL REF.: A.R.S. 15-502

DISCIPLINE, SUSPENSION, AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS

Categories of Misconduct

Certificated staff members may be disciplined for infractions that include, but are not limited to, the following categories:

- Inappropriate, abusive, or offensive conduct (criminal and non-criminal).
- Inadequate preparation for or fulfillment of employee job responsibilities.
- Exhibiting inefficiency in their work.
- Exhibiting improper attitudes.
- Neglecting their duties.
- Inadequate supervision.
- Engaging in acts of insubordination.
- Lack of teamwork.
- Off-duty misconduct.
- Attendance, punctuality, or contract day policy violation.
- Being absent without leave.
- Engaging in acts of dishonesty (criminal and non-criminal).
- Records falsification or failure to accurately provide information (criminal and non-criminal).
- Unprofessional appearance.
- Breach of confidentiality.
- Discrimination.
- Sexual harassment.
- Other civil violation.
- Being under the influence of alcohol while on duty.
- Alcohol or drug-related infraction.
- Tobacco ordinance violation.
- Commission of a sex offense.

- Engaging in acts of child abuse or child molestation.
- Engaging in discourteous treatment of the public.
- Engaging in improper political activity.
- Engaging in willful disobedience.
- Theft, abuse, or unauthorized use of property.
- Inappropriate use of technology.
- A violation of District policies and regulations.
- Committing fraud in securing appointment.
- Possession of a firearm or other weapon on or near District property.
- Other criminal violation (disqualifying and non-disqualifying).

Statutory Requirements

See Employee Code of Conduct.

General Provisions for Discipline under A.R.S. §15-341

General provisions for discipline are as follows:

- *Informal consultation.* Nothing contained herein will limit a supervising administrator's prerogative to engage in informal consultation with a certificated employee to discuss matters of concern related to the employee's performance, conduct, et cetera; however, when it is apparent that disciplinary action toward a certificated employee is likely to become a part of the certificated staff member's personnel record as permitted by A.R.S. §15-341, the procedures outlined in the TUHSD Employee Code of Conduct shall be followed.
- *Notice.* Any person who is required by this policy to give written notice to any other person affected by this policy may do so by any means reasonably calculated to give the recipient actual knowledge of the notice within a reasonable amount of time. When time is calculated from the date a notice is received, the notice is deemed to be received on the date it is hand delivered or three (3) calendar days after it is placed in the mail.
- *Definition of work days.* For the purposes of this policy, a work day is any day that the District's central administrative office is open for business.
- *Additional reasons for discipline.* A certificated staff member may be disciplined for conduct that has occurred but that, at or near the time of

misconduct, was not the subject of or identified as a reason for a specific proceeding under this policy.

- *Amendments.* The District reserves the right to amend this policy in any way at any time. Any amendment shall have prospective application only.
- *Severability.* If any provision of this policy is held to be invalid for any reason, such action shall not invalidate the remainder of this policy. If any provision of this policy conflicts with any provisions in any other policies adopted by the District, the provisions of this policy shall prevail.

See Employee Code of Conduct for additional general provisions.

Procedure for Discipline under A.R.S. §15-341

See Employee Code of Conduct.

Additional Provisions and Conditions

During the pendency of a hearing, neither the certificated staff member nor the supervising administrator shall contact the Superintendent or a Board member to discuss the merits of the supervising administrator's recommendation of charges and proposed discipline except as provided by this policy. No attempt shall be made during such period to discuss the merits of the charges with the person designated to act as hearing officer.

The Governing Board shall keep confidential the name of a student involved in a hearing for dismissal, discipline, or action on a teacher's certificate, with exceptions noted in A.R.S. §15-551.

Not all administrative actions regarding a certificated staff member are considered "discipline," even though they may involve alleged or possible violations by the certificated staff member.

This policy addresses only discipline and has no application to any of the following:

- The certificated staff member evaluation procedure of the resulting evaluations as they pertain to the adequacy of the certificated staff member's classroom performance.
- Letters or memorandums directed to a certificated staff member containing directives or instructions for future conduct.

- Counseling of a certificated staff member concerning expectations of future conduct.
- Nonrenewal of a contract of a certificated staff member employed by the District for less than the major portion of three (3) consecutive school years (non-continuing certificated staff member).

See Employee Code of Conduct for additional provisions and conditions.

Adopted: October 3, 2011

LEGAL REF.: A.R.S. 13-2911	15-508	15-541
15-203	15-514	15-542
15-341	15-536	15-543
15-342	15-538	15-549
15-350	15-538.01	15-551
15-503	15-539	41-770
15-507	15-540	

CROSS REF.: DKA – Payroll Procedures/Schedules
 GCJ – Professional Staff Noncontinuing and Continuing Status

GDQA ©
SUPPORT STAFF
REDUCTION IN FORCE

~~The number and type of support staff positions required to implement the District's educational program will be determined annually by the Board after recommendation from the Superintendent.~~ In the event the Board decides to implement a reduction in force and to release support staff members, the following guidelines will be in effect:

- Normal attrition due to terminations will be relied upon as the first means of reducing the staff.
- If attrition does not accomplish the required reduction in the staff, the Superintendent shall submit to the Board recommendations for the termination of specific staff members. The criteria used in formulating these recommendations shall include, but shall not be limited to:
 - Qualifications of staff members to accomplish the District's program.
 - Overall experience, training, and ability.
 - Past contributions to the program of the District.
 - All other factors being equal, length of service in the District.

Criteria for selection of staff members to be released will be applied separately to employees within specialty categories.

Personnel to be released ~~for the ensuing school year~~ shall be notified of such release as soon as practical.

Adopted: date of Manual adoption

IKE ©

PROMOTION AND RETENTION OF STUDENTS

(Promotion or Retention of High School Course Pass or Fail)

Regular Education

The District is dedicated to the continuous development of each student.

Year to year promotion will be based on standards for each basic subject area as identified in the course of study.

The District standards that students must achieve shall include accomplishment of the standards in reading, written communication, mathematics, science, and social studies adopted by the State Board of Education.

~~In addition to these standards, test scores, grades, teacher principal recommendations, and other pertinent data will be used to determine promotion.~~

Retention of students is a process that is followed when the professional staff, in consultation with the parent, determines it to be in the best interests of the student. Though primary grades are suggested as the most appropriate time, retention may be considered at any grade level.

When circumstances indicate that retention is in the best interest of the student, the student will have individual consideration, and decisions will be made only after a careful study of facts relating to all phases of the student's growth and development. The student's academic achievement level and mental ability are important, but physical and social characteristics are also important factors. A decision should be based on sufficient data, collected over a period of time and motivated by a desire to place students in school programs where they will be the most successful.

The earning of credit for a high school course is based on the student's satisfactory completion of the course academic requirements as demonstrated by the student's course grade. Periodic grade reports shall inform the student and the student's parent(s)/guardian(s) of the student's progress in a course. The teacher should further inform and confer with the student's parent(s)/guardian(s) whenever the student's lack of satisfactory progress in the course indicates a trend toward the student receiving a failing course grade. No course credit is granted for a failing grade.

~~A student's high school grade classification (i.e., freshman — ninth [9th]; sophomore — tenth [10th]; junior — eleventh [11th]; or senior — twelfth [12th]) is determined by the number of units of credit the student has earned relative to the respective minimum number of credits to attain each successive classification. A student must achieve passing grades in the number of required and elective course credits prescribed by the Governing Board and the State Board of Education to be granted a high school diploma.~~

In addition to the above, such decisions, when applied to students enrolled in special education, shall be on a case-by-case basis, consistent with the individualized education program and in accordance with A.A.C. R7-2-301 and R7-2-401.

Special Education

Students who do not meet regular promotion requirements must meet the course of study and promotion requirements for special education under the guidance of A.A.C. R7-2-401. The programs for such students may include adaptations.

Any student unable to meet regular academic requirements for promotion must meet the requirements of an alternative curriculum derived from the regular curriculum, which will be developed by an individualized educational program (IEP) team on an individual basis. Students placed in special education will complete the course of study as prescribed in the individual promotion plans and implemented through their individual education programs. Course work will be presented at a level commensurate with the student's ability. The student's permanent file shall identify the courses completed through special education; however, the student will receive the standard certificate of promotion.

Adopted: November 9, 2010

LEGAL REF.:

A.R.S.

15-203

15-341

15-342

15-521

15-701

15-701.01

184-016

A.G.O.

15-715

15-802

A.A.C.

R7-2-301

R7-2-309

R7-2-401

CROSS REF.:

IHA – Basic Instructional Program

IKF – Graduation Requirements

GRADUATION REQUIREMENTS

Regular Education

A minimum number of units of credit are required for graduation by the Arizona State Board of Education. Listed below are the units that must be completed before a student may receive a high school diploma. ~~Each student shall demonstrate accomplishment of the standards in reading, writing, science, social studies, and mathematics adopted by the State Board of Education and pass each of the sections of the required competency test. A student not successfully passing the competency test shall graduate with a recognized diploma if the student meets the alternative graduation requirements established by A.R.S. §15-701.02. The Superintendent shall prepare regulations to implement the alternative graduation requirements and appoint a hearing officer for appeals.~~

Graduation requirements may be met as follows:

- By successful completion of subject area course requirements.
- By mastery of the standards adopted by the State Board of Education and other competency requirements for the subject as determined by the Governing Board in accord with A.A.C. R7-2-302.02 and rules established by the Superintendent.
- By earning credits through correspondence courses (limited to [1] in each of the four [4] major subject areas) and/or by passing appropriate courses at the college or university level if the courses are determined to meet standards and criteria established by the Board and in accord with A.R.S. §15-701.01.
- By the transfer of credits as described in Policy JFABC.
- An out-of-state transfer student is not required to pass the competency test to graduate if the student has successfully passed a statewide assessment test on state adopted standards that are substantially equivalent to the State Board Adopted Academic Standards.

~~Beginning with the graduation class of 2013,~~ g Graduation requirements as determined by the Arizona State Board of Education (R7-2-302.02) and the District Governing Board are as follows. Each student must successfully complete a minimum of twenty-two (22) units of credit.

English.....	4.0 units
Math	4.0 units*
Science	3.0 units**
Social Studies.....	3.0 units***
American Government and Arizona Government	0.5 unit
American History – including Arizona History	1.0 unit
World History and Geography	1.0 unit
Economics	0.5 unit
Fine Arts or Career <u>and</u> Technical <u>and</u>	
Vocational Education	1.0 unit
<u>Wellness</u>	<u>1.0 unit</u>
Electives	76.0 units
Total.....	<u>22.0 units</u>

* In lieu of one (1) credit of Algebra II or its equivalent course content, a student may request a personal curriculum in mathematics following R7-2-302.03.

* Math courses shall consist of Algebra I, Geometry, Algebra II, (or its equivalent), and an additional with significant math content as determined by the Governing Board (Governing Body).

Pursuant to the prescribed graduation requirements adopted by the State Board of Education, the Governing Board may approve a rigorous computer science course that would fulfill a mathematics course required for graduation from high school. The Governing Board may only approve a rigorous computer science course if the rigorous computer science course includes significant mathematics content and the Governing Board determines the high school where the rigorous computer science course is offered has sufficient capacity, infrastructure, and qualified staff, including competent teachers of computer science.

** Three (3) credits of science in preparation for proficiency at the high school level on the Arizona Instrument to Measure Standards (AIMS) test or successor a state required test.

*** Beginning in the 2016-2017 school year, the competency requirements for social studies shall include a requirement that, in order to graduate from high school or obtain a high school equivalency diploma, a pupil must correctly answer at least sixty (60) of the one hundred (100) questions listed on a test that is identical to the civics portion of the naturalization test used by the United State Citizenship and Immigration Services. The District school shall document on the pupil's transcript that the pupil has passed a test that is identical to the civics portion of the naturalization test used by the United States Citizenship and Immigration Services.

The Governing Board may determine the method and manner in which to administer a test that is identical to the civics portion of the naturalization test used by the United States Citizenship and Immigration Services. A pupil who does not obtain a passing score on the test that is identical to the civics portion of the naturalization test may retake the test until the pupil obtains a passing score.

Special Education

Listed above, under “Regular Education,” are the requirements that must be completed before a student may receive a high school diploma. Completion of graduation requirements for special education students who do not meet the required units of credit shall be determined on a case-by-case basis in accordance with the special education course of study and the individualized education program of the student. Graduation requirements established by the Governing Board may be met by a student as defined in A.R.S. §15-701.01 and A.A.C. R7-2-302.

Pupils who receive special education shall not be required to achieve passing scores on the test that is identical to the civics portion of the naturalization test under section 15-701.01 in order to graduate from high school unless the pupil is learning at a level appropriate for the pupil’s grade level in a specific academic area and unless a passing score on the test that is identical to the civics portion of the naturalization test under section 15-701.01 is specifically required in a specific academic area by the pupil’s individualized education program as mutually agreed on by the pupil’s parents and the pupil’s individualized education program team or the pupil, if the pupil is at least eighteen years of age.

Competency requirements. Any student who is placed in special education classes, grades nine (9) through twelve (12), is eligible to receive a high school diploma without meeting state competency requirements, ~~but reference to special education placement may be placed on the student’s transcript or permanent file.~~

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

15-203

15-341

15-701.01

15-701.02

15-763

A.A.C.

R7-2-302.02

R7-2-302.03

R7-2-302.09

CROSS REF.:

IGD – Curriculum Adoption

IGE – Curriculum Guides and Course Outlines

IIE – Student Schedules and Course Loads

IKA – Grading/Assessment Systems

JFABC – Admission of Transfer Students

JFAB ©

TUITION / ADMISSION OF NONRESIDENT STUDENTS

For purposes of open enrollment, a “nonresident pupil” means a student who resides in this state and who is enrolled in or is seeking enrollment in a school district other than the school district in which the student resides. A student who is not a resident of the District but is a resident of Arizona who meets the age and other requirements for open enrollment established by state law and District policy shall be admitted to a school without payment of tuition.

A student shall also be admitted to a school *without tuition* payment, if:

- The student is the child of a United States resident who is not a resident of Arizona, if this is in the best interest of the student, and the student is placed with a relative per A.R.S. §15-823 and the placement is not to avoid tuition payment.
- The student is a resident of the United States and evidence indicates that because the parents are homeless or the child is abandoned, as defined in A.R.S. §8-201, the child’s physical, mental, moral, or emotional health is best served by placement with a person who does not have legal custody of the child and who is a resident within the school district, unless it is determined that the placement is solely for the purpose of obtaining an education in this state without payment of tuition.
- The student presents a certificate of educational convenience issued by the County School Superintendent pursuant to A.R.S. §15-825.
- The student is a child of nonresident teaching or research faculty member of a community college district or state university or a nonresident graduate or undergraduate student of a community college district or state university whose parent’s presence at the district or university is of international, national, state, or local benefit.

The District shall admit the following students, *charging tuition* as prescribed in statute:

- The child of an Arizona resident who is not a resident of the District, if the District provides a high school and the student is a resident of an Arizona common school district that is not in a high school district and that does not offer instruction in the student’s grade. Special circumstances may apply in accordance with A.R.S. §15-2041 after three hundred fifty (350) students have been admitted.

- For an Arizona resident who is not a resident of the District, if the district of residence provides only financing for students who are instructed by another school district and for students from a unified district that does not offer instruction in the student's grade. Special circumstances may apply in accordance with A.R.S. §15-2041 after three hundred fifty (350) students have been admitted.
- For an Arizona resident who is not a resident of the District, if the district of residence provides only financing for students who are instructed by another school district and for students from a unified district that does not offer instruction in the student's grade.
- A pupil who is issued a certificate of educational convenience to attend school in the School District or adjoining school district to that in which the pupil is placed by an agency of this state or a state or federal court of competent jurisdiction, as provided in A.R.S. §15-825.

The District shall admit a pupil who is the resident of a school district that has entered into a voluntary agreement with the District, *charging tuition* as agreed to in accordance with A.R.S. §15-824(E)(3).

The Governing Board may admit children who are residents of the United States, but who are nonresidents of this state, without payment of tuition if all of the following conditions exist:

- The child is enrolled in a year-round residential boarding academy located in this state specializing in intensive instruction and skill development in sports, music, or acting.
- The child's parents have executed a current notarized guardianship agreement covering the child while enrolled at the academy, which is a condition of enrollment at the academy, and authorizes academy representatives to act on the child's parent's or legal guardian's behalf in making all decisions on a daily basis as to the child's activities and needs for medical, education, and other personal issues.

The District may admit nonresident foreign exchange students without payment of tuition, or as it may otherwise prescribe.

The District shall not include in its student membership count students who are not Arizona residents. Unless authorized by statute, the District is prohibited from obtaining state funding for any student who is not a resident of the state.

“Residence” Defined

The residence of a student is the residence of the person having legal custody of the student, except as provided in A.R.S. §15-823 through A.R.S. §15-825.

Residency of the parent/guardian or surrogate may be determined by showing the individual's presence and intent to remain in the District. Documentation of residency may be determined by using the following verifiable documentation.

Verifiable Documentation

A.R.S. §15-802(B) requires school districts and charter schools to obtain and maintain verifiable documentation of Arizona residency upon enrollment in an Arizona public school.

The documentation required by A.R.S. §15-802 must be provided each time a student enrolls in a school district or charter school in this state, and reaffirmed during the district's or charter's annual registration process via the district's or charter's annual registration form. The documentation supporting Arizona residency should be maintained according to the school's records retention schedule.

In general, students will fall into one (1) of two (2) groups: 1) those whose parent or legal guardian is able to provide documentation bearing his or her name and address; and 2) those whose parent/legal guardian cannot document his or her own residence because of extenuating circumstances including, but not limited to, that the family's household is multigenerational. Different documentation is required for each circumstance.

Parents or legal guardian(s) that maintains his or her own residence: The parent or legal guardian must complete and sign a form indicating his or her name, the name of the school district, school site, or charter school in which the student is being enrolled, and provide *one (1)* of the following documents, which bear the parent's or legal guardian's full name and residential address or physical description of the property where the student resides (no P.O. boxes):

- Valid Arizona driver's license, Arizona identification card
- Valid Arizona motor vehicle registration
- Valid United States passport
- Property deed
- Mortgage documents
- Property tax bill
- Rental agreement or lease (including Section 8 agreement)
- Utility bill (water, electric, gas, cable, phone)
- Bank or credit card statement

- W-2 wage statement
- Certificate of tribal enrollment or other identification issued by a recognized Indian tribe
- Other documentation from a state, tribal, or federal agency (Social Security Administration, Veteran's Administration, Arizona Department of Economic Security, etc.)

Parent(s) or legal guardian(s) that does not maintain his or her own residence: The parent or legal guardian must complete and sign a form indicating his or her name, the name of the school district, school site, or charter school in which the student is being enrolled, and submit a signed, notarized affidavit bearing the name and address of the person who maintains the residence where the student lives attesting to the fact that the student resides at that address, along with a document from the bulleted list above bearing the name and address of the person who maintains the residence.

Use of and Retention of Documents by Schools

School officials must *retain a copy* of the attestations or affidavits and copies of any supporting documentation presented for each student (photocopies acceptable) that school official believe establish validity. Documents presented may be different in each circumstance, and unique to the living situation of the student. Documents retained by the school district or charter school may be used as an indicia of residency; however, documentation is subject to audit by the Arizona Department of Education. Personally identifiable information other than names and address (SSN, account numbers, etc.) should be redacted from the documentation either by the parent/guardian or the school official prior to filing.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

8-201

15-802

15-816 through 15-816.07

15-821

15-823 through 16-825

42 U.S.C. 11301, McKinney-Vento Homeless Assistance Act of 2001

CROSS REF.:

JFABD – Admission of Homeless Students

JFB – Open Enrollment

JG – Assignment of Students to Classes and Grade Levels

JLCB – Immunizations of Students

JLH – Missing Students

JR – Student Records

JRCA – Request for Transfer of Records

JFABC © ADMISSION OF TRANSFER STUDENTS

(Academic Credit Transfer)

Academic credit for students who transfer from private or public schools shall be determined on a uniform and consistent basis.

~~Elementary~~

~~Academic credit for placement in the common school subjects and grades shall be based upon teacher recommendations and previous grade level assignments subject to the determination that the student can meet the standards adopted by the State Board of Education for the grade-level assignment.~~

Credit for Graduation Requirements

Core credit for purposes of this policy shall be the units of credit specifically named as required for graduation by the State Board of Education in R7-2-302.02.

~~Each student who enrolls and requests the transfer of academic credits to fulfill graduation requirements shall be provided with a list specifying the courses for which credit has been accepted as core credit and those for which credit has been accepted as elective by the District. Transferred credit that satisfies any of the following criteria will be acceptable for fulfilling District core credit requirements and other specified courses required for graduation:~~

- ~~• The credit meets descriptors of core credit or other requirements and was from a course taught by a teacher certificated by the Arizona Department of Education in the subject or area of the credit.~~
- ~~• Awarding of the credit was based upon an assessment that included the standards adopted by the State Board of Education and evidence of the student having achieved the standards is provided.~~
- ~~• The credit meets descriptors of core credit or other requirements and was awarded by a school accredited by one (1) of the following accrediting agencies of colleges and schools; North Central Association, Southern Association, Middle States Association, New England Association, Northwestern Association, Western Association.~~

The School District shall provide to a pupil who transfers credit from a charter school, school district or Arizona online instruction a list that indicates which credits have been accepted as either elective or core credits by the School District.

Within ten school days after receiving the list, a pupil may request to take an examination in each particular course in which core credit has been denied. The School District shall accept the credit as a core credit for each particular course in which the pupil takes an examination and receives a passing score on a test, aligned to the competency requirements adopted pursuant to this section, designed and evaluated by a teacher in the School District who teaches the subject matter on which the examination is based. When transfer credit is not accepted as a core credit, within ten (10) school days the student may request to take an examination on the course subject matter designed and evaluated by a teacher in the receiving school who is certificated in and teaches the subject matter of the course for which the credit was requested. Upon receiving a satisfactory score as determined by the teacher, course credit will be awarded as core credit.

The School District may not charge a fee to a pupil who takes an examination in a particular course to obtain academic credit, pursuant to section 15-701.01, subsection i, from the School District if the academic credit for a course was previously earned in an Arizona online instruction course or at any public school in this state. Any test administered pursuant to this subsection shall be an assessment that is aligned to the course relevant state academic standards.

If a pupil is enrolled in the School District and that pupil also participates in Arizona online instruction between May 1 and July 31, the School District shall not require proof of payment as a condition of the School District accepting credits earned from the online course provider.

All core credit courses must meet the standards adopted by the State Board of Education where such standards exist. Where standards have not been adopted by the State Board of Education, core credit courses must meet the standards established for the school to which the student has requested a transfer of credit.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

15-189.03

15-701.01

15-745

15-808

A.A.C.

R7-2-302.02

R7-2-302.09

CROSS REF.:

JG - Assignment of Students to Classes

**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 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, national origin or ancestry. A substantial or deliberate failure to comply with the prohibition against race, color, religion, sex, national origin or ancestry may subject the District to the loss of funds imposed by A.R.S. 15-843.

The principal of each ~~District~~ 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 ~~each student's parents~~ the parents of each pupil at the time the student enrolls in school ~~each year.~~ pupil is enrolled in school.

The principal of each school shall ensure that all rules pertaining to the discipline, suspension, 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.

**~~Behavior Management and Discipline
Of Students with Special Needs~~**

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

- ~~authorized and prohibited disciplinary methods,~~
- ~~recommended and required training for special education program teachers and aides, and~~
- ~~requirements for conveying notice of disciplinary measures taken.~~

~~The Superintendent shall, by administrative regulation, prescribe procedures for implementation of the best practices, subject to Governing Board approval.~~

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:

- Rules established for the referral of students.
- 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.

Confinement

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 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.
- 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:

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

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

- 1. School personnel shall maintain continuous visual observation and monitoring of the pupil while the restraint or seclusion is in use.**
- 2. The restraint or seclusion technique shall end when the pupil's behavior no longer presents an imminent danger to the pupil or others.**
- 3. 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.**
- 4. The restraint technique employed may not impede the pupil's ability to breathe.**
- 5. 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:

1. 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 present same-day notification. If the notice is not provided on the same day of the incident, notice shall be given within twenty-four hours after the incident.
2. 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.
3. 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 techniques 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 certified 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:

1. "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:
 - a. 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.

- b. 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.
 - c. The brief holding of a pupil by one adult for the purpose of calming or comforting the pupil.
 - d. 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.
2. “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 Blind and a private school.
3. “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 Education 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.

~~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.~~

**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:

- authorized and prohibited disciplinary methods,
- recommended and required training for special education program teachers and aides, and
- requirements for conveying notice of disciplinary measures taken.

The Superintendent shall, by administrative regulation, prescribe procedures for implementation of the best practices, subject to Governing Board approval.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

13-403 *et seq.*

13-2911

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

JLIA © SUPERVISION OF STUDENTS

When students are in school, engaging in school-sponsored activities, or traveling to and from school on school buses, they are ~~responsible to the school and the school is responsible for them.~~ expected to obey all school rules. The district is required to provide reasonable supervision over all students engaged in school-sponsored activities.

Supervision shall include being within ~~the physical presence and, whenever possible, within a line of vision of the students so that school personnel will have a reasonable opportunity to control the behavior of and assist the students if necessary.~~ a reasonable proximity of the students. Teachers shall exercise supervision as appropriate from the commencement of the school day, before classes begin, during class sessions, during lunch periods, between classes, and at any other time when performing teaching or related duties on behalf of the school.

~~If it should be necessary in an emergency situation for a teacher must to leave the physical presence~~ proximity of the students, then the teacher shall make a reasonable good faith effort to obtain a school employee to supervise the students during the teacher's absence. In no case shall the teacher leave students unsupervised if there is a reasonable possibility that harm to students or property will result from the students being left unattended.

School administrators, teachers, and other staff members will ensure that anyone who wishes to contact a student during the school day is doing so for proper reasons.

Adopted: date of Manual adoption

LEGAL REF.:
A.R.S.
15-341
15-502
15-521

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: April 12, 2016

AGENDA SUBJECT: Notice of Governing Board's Intent to Dismiss, Statement of Charges, and Placement on Administrative Leave of Absence – Amy Rodas

PURPOSE:

Administration seeks Governing Board authorization to issue to Ms. Amy Rodas a Notice of the Governing Board's Intent to Dismiss, Statement of Charges, and Placement on Administrative Leave of Absence with Pay.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

N/A

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

N/A

BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

At the Governing Board's discretion.

Submitted by: Karyn Eubanks
Executive Assistant
Date: April 5, 2016

Reviewed by: 
Dr. Lexi Cunningham
Superintendent
Date: April 5, 2016