



**NOTICE OF PUBLIC MEETING**

**TOLLESON UNION HIGH SCHOOL DISTRICT #214  
GOVERNING BOARD AGENDA  
FOR REGULAR MEETING AND EXECUTIVE SESSION**

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:** June 14, 2016  
**TIME:** 5:30 p.m.  
**PLACE:** District Administrative Center, Board Room, 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: June 9, 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](http://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

**CALL FOR EXECUTIVE SESSION**

Pursuant to A.R.S. § 38-431.03.A.3 and A.4

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 District Interim Superintendent Employment Agreement language.

Recommendation: It is recommended that the Governing Board approve a motion to move into Executive Session.

Motion made by \_\_\_\_\_; seconded by \_\_\_\_\_

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

**RECESSING OF REGULAR MEETING FOR EXECUTIVE SESSION**

The Regular Meeting recessed at \_\_\_\_ p.m.

**EXECUTIVE SESSION**

**1. Call to Order and Roll Call of Governing Board Members**

The Executive Session was called to order by \_\_\_\_\_ at \_\_\_\_ p.m.

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

**2. Reading of Confidentiality Statement**

**3. Discussion and Consideration of the District Interim Superintendent Employment Agreement Language**

A.R.S. §38-431.03.A.3 – Discussion or consultation for legal advice with the attorney or attorneys of the public body.

A.R.S. §38-431.03.A.4 – Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body’s position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation.

**4. Adjournment of Executive Session**

Motion made by \_\_\_\_\_; seconded by \_\_\_\_\_

The Executive Session adjourned at \_\_\_\_\_ p.m.

**RECONVENING OF REGULAR MEETING**

The Regular Meeting reconvened at \_\_\_\_\_ p.m.

**4. Summary of Current Events**

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

**5. Public Participation**

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

Members of the public who wish to address the Governing Board are to complete a public participation form and provide it to 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. Approval of the Consent Agenda**

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

Motion made by \_\_\_\_\_; seconded by \_\_\_\_\_

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

**7. Discussion/Action of Item(s) \_\_\_\_\_ Previously Removed From the Consent Agenda**

Motion made by \_\_\_\_\_; seconded by \_\_\_\_\_

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

## CONSENT AGENDA\* ITEMS

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

	<u>PDF</u> <u>PAGE #</u>
<b>*1. Human Resources</b>	
<b>A. Personnel Items</b> 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>8-11</b>
<b>B. Delegation of Authority to District Representatives to Conduct Personnel Hearings – 2016-2017</b> Administration recommends Governing Board authorization for Dr. Jim Jurs, Harold Merkow, C. Eileen Bond, and Prudence Lee to conduct personnel hearings for the period of July 1, 2016 through June 30, 2017.	<b>12</b>
<b>*2. Financial Services</b>	
<b>A. Donations</b> Various donations are presented to the Governing Board throughout the year for review and official acceptance.	<b>13-14</b>
<b>B. Resolution – Garnishment of Wages – 2016-2017 Fiscal Year</b> Administration recommends that the Governing Board authorize a resolution appointing the Maricopa County Education Service Agency as the chief disbursing office for all wage garnishments made upon any employee of the District for the 2016-2017 fiscal year.	<b>15-16</b>
<b>C. Resolution – Signing of Vouchers – 2016-2017 Fiscal Year</b> Administration recommends that the Governing Board authorize a resolution allowing for the signing of vouchers in between regular and special Governing Board meetings for the 2016-2017 fiscal year.	<b>17-18</b>
<b>D. Establishment of M&amp;O Revolving Fund – 2016-2017 Fiscal Year</b> Administration recommends that the Governing Board authorize the establishment of a revolving fund for the 2016-2017 fiscal year in an amount not to exceed \$5,000.	<b>19</b>
<b>E. Investment and Reinvestment of District Funds – 2016-2017 Fiscal Year</b> Administration recommends the Governing Board authorize the Director of Financial Services to act as agent for the Governing Board to invest funds for the 2016-2017 fiscal year.	<b>20</b>

- F. Assignment of Responsibilities for Federal, State, and Local Programs – 2016-2017 Fiscal Year** 21  
 Administration recommends that for the 2016-2017 fiscal year, the Governing Board assign responsibility to (1) the Director of Financial Services, as custodian of the M&O revolving fund; (2) the Director of Financial Services and the Director of Purchasing for state surplus equipment; (3) the Director of Financial Services and the Coordinator of Grants and Federal Programs for federal titles and federal excess personal property; and (4) the Director of Human Resources for affirmative action.
- G. Liability Insurance Coverage – 2016-2017 Fiscal Year** 22  
 Administration recommends that the Governing Board approve the liability insurance plan with Arizona School Risk Retention Trust, Inc. and appoint the Director of Financial Services, or designee, to serve as the District representative with the Trust for the 2016-2017 fiscal year.
- H. Appointment of District Treasurer, School Assistant Treasurers, and Signatories for School Accounts – 2016-2017 Fiscal Year** 23  
 Administration recommends that for the 2016-2017 fiscal year, the Governing Board appoint (1) the Director of Financial Services as Treasurer and an Assistant Principal at each school as Assistant Treasurer; (2) the Director of Financial Services as Treasurer for the auxiliary funds; and (3) the Interim Superintendent, the Director of Financial Services, and the Budget Analyst to sign checks on the auxiliary fund.
- \*3. Food and Nutrition Services**
- A. Establishment of Change Fund for School Lunch Program – 2016-2017 School Year** 24  
 Administration recommends Governing Board approval of the establishment of a change fund in the amount of \$12,500 for the operation of the District Food Service Program for the 2016-2017 school year.
- \*4. Purchasing**
- A. Award of Contract IFB #16-007-2, Audit Services** 25  
 Administration recommends that the Governing Board award IFB #16-007-2, Audit Services, to Heinfeld, Meech, & Co., P.C.
- B. Award of Contract IFB #17-004-21, Athletic Supplies and Equipment** 26  
 Administration recommends that the Governing Board award IFB #17-004-21, Athletic Supplies and Equipment, to Alert Services, Aluminum Athletic Equipment Co., BSN Sports, Buddy’s All Stars, East Valley Sports, Eastbay Inc., Innovative Screen Printing, K&S Sports Promotions, Medco, Pro Maxima, Pyramid School Products, Riddell, S&S Worldwide, School Specialty, and Universal Athletics.
- C. Award of Contract IFB #17-005-22, DJ Services** 27  
 Administration recommends that the Governing Board award IFB #17-005-22, DJ Services, to AZ Party Rockers, Bluedice Entertainment, DJ Joe Dean Entertainment, Push Play Entertainment, and Satyr Entertainment.

	<u>PDF</u> <u>PAGE #</u>
<b>D. Award of Contract – IFB #17-006-22, Lighting and Electrical Supplies</b> Administration recommends that the Governing Board award IFB #17-006-22, Lighting and Electrical Supplies, to Crescent Electric Supply Company.	<b>28</b>
<b>E. Authorization for Disposal #937 (Special Education Equipment), #938 (Power Tanker), #939 (Web Filtering Appliances), and #940 (Projectors, Switches, and Wireless Access Points)</b> Administration seeks to dispose of technology and equipment that are no longer needed by the District.	<b>29-34</b>
<b>F. Annual Contract Extensions and Renewals – 2016-2017 School Year</b> The multi-year contracts require approval in order to extend for an additional one-year period or portion thereof. Since performance under these contracts has been satisfactory, Administration recommends that the Governing Board approve the contract extensions.	<b>35-37</b>
<b>G. Sole Source Vendors – 2016-2017 School Year</b> Per AAC R7-2-1053, a contract may be awarded for a material, service, or construction item without competition if the Governing Board determines in writing that there is only one source for the required material, service, or construction item. Administration recommends that the Governing Board approve the sole source providers for the 2016-2017 school year.	<b>38-41</b>
<b>*5. Teaching and Learning</b>	
<b>A. Delegation of Authority to Conduct Student Disciplinary Hearings – 2016-2017 School Year</b> Administration recommends Governing Board authorization for Arizona School Risk Retention Trust, Inc. to conduct student disciplinary hearings during the 2016-2017 school year.	<b>42</b>
<b>*6. Superintendent’s Office</b>	
<b>A. Travel Requests</b> Requests have been received from the District Office, Sierra Linda High School, Tolleson Union High School, and University High School.	<b>43-44</b>
<b>B. Agreement for Transportation Services – Arts Academy of Estrella Mountain – 2016-2017 School Year</b> Under the terms of the Agreement, the District will provide transportation for Arts Academy of Estrella Mountain students for field and extracurricular trips during the 2016-2017 school year.	<b>45-47</b>
<b>C. Intergovernmental Agreement with Maricopa County Community College District – Dual Enrollment for 2016-2017 School Year</b> The Agreement provides District students an opportunity to enroll in college level courses that qualify simultaneously for high school and college credit. The District will continue to pay \$35 per credit hour to offset the cost of tuition. Students or their parent/legal guardian are financially responsible for remaining tuition and fees.	<b>48-70</b>

- D. Intergovernmental Agreement with Buckeye Union High School District – Alternative and Special Education Services – 2016-2017 School Year** 71-81  
Buckeye Union High School District has a free standing facility that houses a private day school level of service for their students and students in surrounding districts which choose to participate in the IGA.
- E. Intergovernmental Agreement Regarding Use and Operation of Swimming Pool – City of Tolleson – Summer 2016** 82-90  
Each year, the City of Tolleson and the District enter into an IGA for the summer swimming pool program at Tolleson Union High School. The District will retain sole responsibility for the management, maintenance, and control of the swimming pool during the term of the Agreement. The City will provide funding to help offset the costs associated with the operation of the swimming pool program.
- F. Minutes – May 24, 2016 Regular Meeting** 91-98  
All Governing Board members were present.

**ACTION/DISCUSSION ITEMS**

- 1. Minutes – May 27, 2016 Special Meeting** 99-101  
Mr. Freddie Villalon was excused from the meeting.

Recommendation: It is recommended that the Governing Board approve the May 27, 2016 Special Meeting minutes.

Motion made by \_\_\_\_\_; seconded by \_\_\_\_\_

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

**AGENDA ITEMS FOR FUTURE MEETING(S)**

- 1.
- 2.
- 3.

**ADJOURNMENT**

Motion made by \_\_\_\_\_; seconded by \_\_\_\_\_

The meeting was adjourned at \_\_\_\_\_.

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016

**AGENDA SUBJECT:** Personnel Items

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**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.

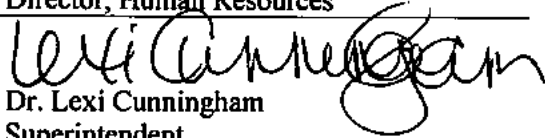
**BUDGET IMPACT AND COSTS:**

N/A

**RECOMMENDATION:**

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

Submitted by: Michael Stewart  
Director, Human Resources Date: June 3, 2016

Reviewed by:   
Dr. Lexi Cunningham Date: June 3, 2016  
Superintendent



# TUHSD HUMAN RESOURCES

**To:** Karyn Eubanks, Executive Assistant to the Superintendent and Governing Board  
**From:** Michael Stewart, Human Resources Director  
**Date:** June 3, 2016  
**Re:** Personnel Items, Governing Board Meeting, 06/14/2016

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

## **PROFESSIONAL SERVICES STAFF**

### **Employment of Personnel**

Jameson, Judith	DO	Executive Assistant to the Superintendent and Governing Board
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## **CERTIFIED STAFF**

### **Employment of Personnel for the 2016-2017 School Year**

Bozo, Raoul	CCHS	Foreign Language – French
Brown, Carrie	CCHS	Reading
Baker, Joseph	LA	Credit Recovery
Keller, Kari	LA	English
Harston, Linda	LJCHS	Guidance Counselor
Nelson, Sean	LJCHS	Social Studies – History
Parsons, Rachel	LJCHS	ELL
Rupe, Carissa	LJCHS	CTE – Culinary Arts
Shideler, Judith	LJCHS	Special Services Department Chair
Thurman, Kamryn	LJCHS	Guidance Counselor
Williams, Jennifer	LJCHS	Physical Education
Jindani, Rashi	SLHS	Mathematics
Sale, Dean	SLHS	Special Services – Co-Teacher
Caballero Preciado, Martha	TUHS	Guidance Counselor
Zurcher, Debra	TUHS	CTE – Info Tech/Marketing
Farrington, Steve	WHS	Science – Earth/Physics
LaCasse, Amanda	WHS	English
Sieko, Robert	WHS	Social Studies – History
Welin, Amy	WHS	English

### **Resignations/Releases from Contract (Pending Payment of Liquidated Damages)**

LaPalm, Doug	CCHS	Physical Education
Schulz, Jaimie	LJCHS	Guidance Counselor
Weber, Rena	UHS	Social Studies – History

### **Resignations at End of 2015-2016 School Year**

Goetz, Sariah	TUHS	Science – Biology
Rhoades, Tallyn	TUHS	Social Studies – History/Government
Saltzman-Carey, Barbara	TUHS	CTE – Culinary Arts

### **Fall Coach Resignation**

TeNuyl, Henderika	CCHS	Varsity Volleyball Coach
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### **Winter Coach Resignations**

Reschke, Jason	CCHS	Varsity Girls Basketball Coach
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Alvarez, Francisco	TUHS	Varsity Boys Soccer Coach
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### **Spring Coach Resignations**

LaPalm, Doug	CCHS	Varsity Baseball Coach
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Pinkelman, Lexie	TUHS	Varsity Softball Coach
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### **Summer School Program**

Zukowski, Shreyia	SLHS	Registered Nurse
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## **CLASSIFIED STAFF**

### **Employment of Personnel**

Ortiz, Angela	DO	Substitute Bus Driver
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### **Resignations**

Castillo, Serena	CCHS	Cafeteria Cashier
Gonzales, Elaine	LJCHS	Instructional Assistant II
Reynoso, Felicia	LJCHS	Instructional Assistant I – Special Services
Rodriguez Madrigal, Jose	LJCHS	Instructional Assistant II
Salas, Katherine	LJCHS	Clerical Support II – Receptionist
Shriver, Brenda	LJCHS	Instructional Assistant II
Thompson, Eric	LJCHS	Instructional Assistant I – Special Services
Purley, Tia	SLHS	Student Cafeteria Worker
Peeples, Chanel	TUHS	Instructional Assistant II
Amador, Nancy	WHS	Cafeteria Cashier
Cassavant, Christine	WHS	Instructional Assistant II
Esparza, Gricelda	WHS	Cafeteria Cook

### **Summer Aquatics Program**

Arrieta, Elijah	DO	Lifeguard
Ayala, Roel	DO	Lifeguard
Carrizoza, Sophia	DO	Lifeguard
Felix Ham, Jaobsie	DO	Lifeguard
Kennedy, Andrew	DO	Lifeguard
Khan, Nadira	DO	Lifeguard
Shepard, Cargen	DO	Lifeguard
Waltman, Daniel	DO	Lifeguard

### **Summer School Program**

Alariste, Cesar	DO	Substitute Bus Driver
Bettis, Melodie	DO	Bus Driver
Boston, Marla	DO	Bus Driver
Camacho, Elizabeth	DO	Bus Monitor
Castaneda, Maria	DO	Bus Monitor
Cuellar, Michael	DO	Bus Driver
Fletcher, Dawn	DO	Bus Driver
Glasser, David	DO	Bus Driver
Granado, Robert	DO	Bus Driver
Hernandez, Julianna	DO	Bus Monitor
Hoffman, Kenneth	DO	Bus Driver
Johnson, Irene	DO	Bus Monitor
La Mew, Tiffany	DO	Bus Driver
Lawson, Jeffrey	DO	Bus Driver
Lopez, Maria	DO	Bus Monitor
Lopez, Renee	DO	Bus Monitor
Marker, Kimberly	DO	Bus Driver
Mitchell, Krystal	DO	Administrative Assistant to the Summer School Principal
Murrell, Sabrina	DO	Bus Driver
Padilla, Irma	DO	Bus Driver
Ramirez, Antonio	DO	Bus Driver
Rodriguez, Andres	DO	Bus Driver
Romero, Edward	DO	Bus Driver
Romo-Merchant, Tammy	DO	Bus Driver
Sanford, Isabelita	DO	Bus Monitor
Sharma, David	DO	Bus Driver
Tucker, April	DO	Bus Driver
Walker, Melody	DO	Bus Driver
Bankston, Curtis	SLHS	Title I Reading Summer Intervention
Carrillo, Salvador	SLHS	Title I Reading Summer Intervention
Cooper, Jaclyn	SLHS	Title I Reading Summer Intervention
Dever, Mary	SLHS	Title I Reading Summer Intervention
Guerrero, Cheryl	SLHS	Title I Reading Summer Intervention
Maldonado, Sylvia	SLHS	Instructional Assistant II
Martinez, Aide	SLHS	Title I Reading Summer Intervention
Pacheco, Georgia	SLHS	Title I Reading Summer Intervention
Torres, Angela	SLHS	Instructional Assistant II
Tudisco, Cathy	SLHS	Title I Reading Summer Intervention

### **Summer Food and Nutrition Services Program**

Alvarez, Erick	SLHS	Cashier
Arias, Maribel	SLHS	Cashier
Dominguez, April	SLHS	Custodian II
Guillen, Dina	SLHS	Cashier
Perkins, Laura	SLHS	Cook
Sabillon, Norma	SLHS	Cashier
Salgado, Reyna	SLHS	Cashier
Santos, Edelmira	SLHS	Custodian II
Silva, Matthew	SLHS	Special Projects
Turner, Nancy	SLHS	Special Projects
Vega, Lorre	SLHS	Program Manager
Winburn, Teresa	SLHS	Program Monitor/Special Projects

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016

**AGENDA SUBJECT:** Delegation of Authority to District Representatives to Conduct Personnel Hearings – 2016-2017

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**PURPOSE:**

Administration seeks Governing Board authorization for District representatives to conduct personnel hearings during 2016-2017 and held pursuant to A.R.S. §15-541.

**BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:**

Personnel hearings are held pursuant to A.R.S. §15-341 (paragraph 23), A.R.S. §15-541, and Governing Board policies GCQF (Discipline, Suspension, and Dismissal of Professional Staff Members) and GDQD (Discipline, Suspension, and Dismissal of Support Staff Members).

**STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:**

District representatives ensure that personnel hearings are conducted according to legal statutes and Governing Board policy.

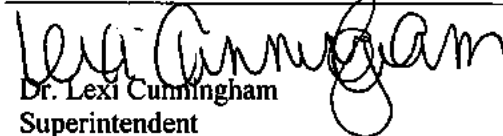
**BUDGET IMPACT AND COSTS:**

N/A

**RECOMMENDATION:**

It is recommended that the Governing Board authorize Dr. Jim Jurs, Mr. Harold Merkow, Ms. C. Eileen Bond and Ms. Prudence Lee to conduct personnel hearings for the period of July 1, 2016 through June 30, 2017.

Submitted by: Michael Stewart  
Director of Human Resources \_\_\_\_\_ Date: June 3, 2016 \_\_\_\_\_

Reviewed by:   
Dr. Lexi Cunningham  
Superintendent \_\_\_\_\_ Date: June 3, 2016 \_\_\_\_\_

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016

**AGENDA SUBJECT:** Donations

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**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:**

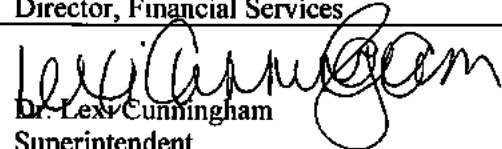
Donations totaling \$13,000.00.

**RECOMMENDATION:**

It is recommended that the Governing Board accept the donations from The University of Arizona, Nike, and Cindy Bradley.

Submitted by: Tracy McLaughlin  
Director, Financial Services

Date: June 3, 2016

Reviewed by:   
Dr. Lexi Cunningham  
Superintendent

Date: June 3, 2016

# DONATIONS

June 14, 2016

<b>DONOR</b>	<b>SCHOOL/PROGRAM</b>	<b>DONATION PURPOSE</b>	<b>VALUE (\$)</b>
The University of Arizona	CCHS/PBIS Program	Program supplies	2,500.00
Nike	CCHS/Boys Track	Backpacks	2,000.00
Nike	CCHS/Boys Soccer	Duffle bags, practice uniforms, and soccer balls	3,000.00
Nike	CCHS/Girls Track	Backpacks	2,000.00
Nike	CCHS/Girls Soccer	Duffle bags and practice uniforms	3,000.00
Cindy Bradley	SLHS/Band and Choir	Casio 88-key digital piano	500.00
<b>TOTAL</b>			<b>13,000.00</b>

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016

**AGENDA SUBJECT:** Resolution – Garnishment of Wages – 2016-2017 Fiscal Year

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**PURPOSE:**

Administration seeks Governing Board approval of a resolution appointing Maricopa County Education Service Agency as the chief disbursing office for all wage garnishments for the 2016-2017 fiscal year.

**BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:**

This item is in accordance with A.R.S. §12-1602 - Garnishment of Salaries and Wages of Public Officers and Employees; Service of Writ and Answer and Governing Board Policy DKB; Salary Deductions.

**STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:**

The resolution ensures that the District complies with Arizona statutes and Governing Board policy.

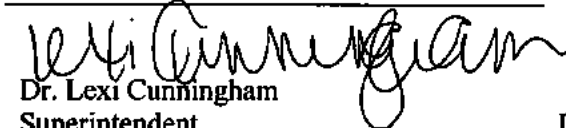
**BUDGET IMPACT AND COSTS:**

N/A

**RECOMMENDATION:**

It is recommended that the Governing Board authorize the resolution appointing the Maricopa County Education Service Agency as the chief disbursing office for all garnishment of wages made upon any employee of the District for the 2016-2017 fiscal year.

Submitted by: Tracy McLaughlin  
Director of Financial Services Date: June 3, 2016

Reviewed by:   
Dr. Lexi Cunningham  
Superintendent Date: June 3, 2016



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

**GARNISHMENT OF WAGES  
RESOLUTION**

In accordance with Arizona Revised Statute 12-1602, the Governing Board of Tolleson Union High School District No. 214 of Maricopa County, hereby requests and appoints the Maricopa County Education Service Agency as the Chief Disbursing Office for all garnishment of wages made upon any employee of this District.

Passed and adopted this 14<sup>th</sup> day of June, 2016.

GOVERNING BOARD  
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214  
OF MARICOPA COUNTY, ARIZONA

---

Steven Chapman, President

---

Devin Del Palacio, Vice President

---

Corina Madruga, Member

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Vincent Moreno, Member

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Freddie Villalon, Member



# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016

**AGENDA SUBJECT:** Resolution – Signing of Vouchers – 2016-2017 Fiscal Year

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**PURPOSE:**

Administration seeks Governing Board authorization of a resolution allowing for the signing of vouchers in between regular and special Governing Board meetings during the 2016-2017 fiscal year.

**BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:**

A.R.S. §15-321, Organization; election of officers of the board; meetings; execution of warrants; exemption, paragraph (G) states, “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.” In addition, District Policy DK; Payment Procedures “... directs the prompt payment of salaries and bills...”

**STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:**

The resolution ensures that the District complies with Arizona statutes and District policy.

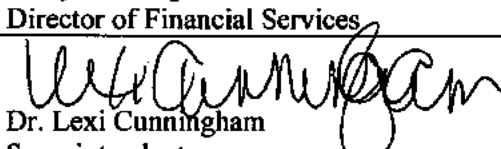
**BUDGET IMPACT AND COSTS:**

N/A

**RECOMMENDATION:**

It is recommended that the Governing Board authorize the resolution allowing for the signing of vouchers in between Governing Board meetings during the 2016-2017 fiscal year.

Submitted by: Tracy McLaughlin  
Director of Financial Services Date: June 3, 2016

Reviewed by:   
Dr. Lexi Cunningham Date: June 3, 2016  
Superintendent



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

**PAYMENT PROCEDURES  
RESOLUTION**

WHEREAS, A.R.S. §15-321 sets forth the procedures for execution of warrants drawn on the District, and

WHEREAS, said statute provides that 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 and that order is ratified by the Board at the next regular or special meeting of the Governing Board;

WHEREAS, the Board of Tolleson Union High School District #214 authorize the President of the Board, or in the absence of the President, any other member of the Board, to sign orders (vouchers) for salaries or other expenses at times other than meetings of the Governing Board with the proviso that the orders (vouchers) are ratified by the Board at the next regular meeting;

NOW, THEREFORE, BE IT RESOLVED, that said statutory procedure be, and herein is, ordered for use in the District in accordance with the provisions of A.R.S. §15-321.

This resolution was moved, seconded, and passed at a meeting of the Tolleson Union High School District #214 Governing Board on June 14, 2016.

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

\_\_\_\_\_  
Steven Chapman, President

\_\_\_\_\_  
Devin Del Palacio, Vice President

\_\_\_\_\_  
Corina Madruga, Member

\_\_\_\_\_  
Vincent Moreno, Member

\_\_\_\_\_  
Freddie Villalon, Member

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016

**AGENDA SUBJECT:** Establishment of M&O Revolving Fund – 2016-2017 Fiscal Year

---

**PURPOSE:**

Administration seeks Governing Board authorization to establish an M&O revolving fund for the 2016-2017 fiscal year in an amount not to exceed \$5,000.

**BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:**

Governing Board Policy DIB; Types of Funds/Revolving Funds states “A general purpose revolving fund shall be established, pursuant to A.R.S. §15-1101, at a local bank in the account name of the Tolleson Union High School District #214. Drafts drawn on the account shall be signed by the employee in charge of the fund or other designated person. The fund shall be managed in the manner prescribed by the Uniform System of Financial Records (USFR).”

**STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:**

The fund is restricted to immediate cash outlay for postage, freight, express, travel, and other minor reimbursements. Governing Board action will ensure that the District can continue with day-to-day operations.

**BUDGET IMPACT AND COSTS:**

\$5,000

**RECOMMENDATION:**

It is recommended that the Governing Board authorize the establishment of an M&O revolving fund for the 2016-2017 fiscal year in an amount not to exceed \$5,000.

Submitted by: Tracy McLaughlin  
Director of Financial Services  
 Date: June 3, 2016

Reviewed by: Dr. Lexi Cunningham  
Superintendent  
Date: June 3, 2016

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016

**AGENDA SUBJECT:** Investment and Reinvestment of District Funds – 2016-2017 Fiscal Year

---

**PURPOSE:**

Administration seeks Governing Board authorization for the Director of Financial Services to act as agent for the Governing Board to invest funds for the 2016-2017 fiscal year.

**BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:**

Administration annually requests that the Governing Board request the consent of the County Board of Supervisors to invest and reinvest money belonging to or credited to the District as a debt service fund. Currently, the legally authorized monies are tax levies for bond interest, bond redemption, and capital, as well as bond proceeds and special funds such as food service, civic center, and community school.

**STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:**

Investments and reinvestments will be made in the best interests of the District.

**BUDGET IMPACT AND COSTS:**

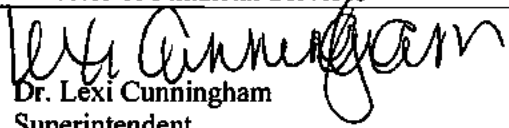
N/A

**RECOMMENDATION:**

It is recommended that the Governing Board authorize the Director of Financial Services to act as agent for the Governing Board to invest funds for the 2016-2017 fiscal year.

Submitted by: Tracy McLaughlin  
Director of Financial Services

Date: June 3, 2016

Reviewed by:   
Dr. Lexi Cunningham  
Superintendent

Date: June 3, 2016

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016

**AGENDA SUBJECT:** Assignment of Responsibilities for Federal, State, and Local Programs – 2016-2017 Fiscal Year

---

**PURPOSE:**

Administration seeks Governing Board approval of responsibility to District personnel for federal, state, and local programs for the 2016-2017 fiscal year.

**BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:**

Specific District personnel are responsible for overseeing the District's M&O revolving fund, state surplus equipment, federal titles, vocational programs, federal excess personal property, and affirmative action.

**STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:**

Assignment of personnel to specific federal, state, and local programs will ensure compliance without duplication of efforts.

**BUDGET IMPACT AND COSTS:**

N/A

**RECOMMENDATION:**

It is recommended that for the 2016-2017 fiscal year, the Governing Board assign responsibility to (1) the Director of Financial Services, as custodian of the M&O revolving fund; (2) the Director of Financial Services and the Director of Purchasing, for state surplus equipment; (3) the Director of Financial Services and the Coordinator of Grants and Federal Programs, for federal titles and federal excess personal property; and (4) the Director of Human Resources for affirmative action.

Submitted by: Tracy McLaughlin  
Director of Financial Services Date: June 3, 2016

Reviewed by:   
Dr. Lexi Cunningham Date: June 3, 2016  
Superintendent

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016

**AGENDA SUBJECT:** Liability Insurance Coverage – 2016-2017 Fiscal Year

---

**PURPOSE:**

Administration seeks Governing Board approval of the liability plan with Arizona School Risk Retention Trust, Inc. and appointment the Director of Financial Services, or her designee, to serve as the District representative with the Trust for the 2016-2017 fiscal year.

**BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:**

The 2016-2017 liability insurance plan premium is \$736,822. This is an increase of \$30,917 from the 2015-2016 premium.

**STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:**

Governing Board action will ensure the fiscal wellbeing of the District and the safety of students and staff.

**BUDGET IMPACT AND COSTS:**

The 2016-2017 Arizona School Risk Retention Trust, Inc. premium is \$736,822.

**RECOMMENDATION:**

It is recommended that the Governing Board approve the liability plan with Arizona School Risk Retention Trust, Inc. and appoint the Director of Financial Services, or her designee, to serve as the District representative with the Trust for the 2016-2017 fiscal year.

Submitted by: Tracy McLaughlin  
Director of Financial Services Date: June 3, 2016

Reviewed by: *Lexi Cunningham/kms*  
Dr. Lexi Cunningham Date: June 3, 2016  
Superintendent

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016

**AGENDA SUBJECT:** Appointment of District Treasurer, School Assistant Treasurers, and Signatories for School Accounts – 2016-2017 Fiscal Year

---

**PURPOSE:**

Administration seeks Governing Board authorization for specific District personnel to act as treasurers and signatories for District funds for the 2016-2017 fiscal year.

**BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:**

Pursuant to A.R.S. §15 (School District Funds and Related Operations); Article 2 (Student Activities and Auxiliary Operations Funds), the Governing Board shall annually appoint:

- (1) a District treasurer and school assistant treasurers for the student activity funds;
- (2) a District treasurer for the auxiliary funds account; and
- (3) signatories for the above.

**STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:**

Governing Board action will ensure that the District complies with Arizona statutes.

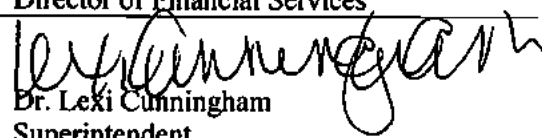
**BUDGET IMPACT AND COSTS:**

N/A

**RECOMMENDATION:**

It is recommended that for the 2016-2017 fiscal year, the Governing Board appoint (1) the Director of Financial Services as Treasurer and an Assistant Principal at each school as Assistant Treasurer; (2) the Director of Financial Services as Treasurer for the auxiliary funds; and (3) the Interim Superintendent, the Director of Financial Services, and the Budget Analyst to sign checks on the auxiliary fund.

Submitted by: Tracy McLaughlin  
Director of Financial Services Date: June 3, 2016

Reviewed by:   
Dr. Lexi Cunningham Date: June 3, 2016  
Superintendent

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016

**AGENDA SUBJECT:** Establishment of Change Fund for School Lunch Program – 2016-2017 School Year

---

**PURPOSE:**

Administration seeks Governing Board approval to establish a change fund of \$12,500 for the operation of the District Food Service Program for the 2016-2017 school year.

**BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:**

Each school site will have a change fund of \$2,500.

**STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:**

Approval of the change fund will ensure that each school site is adequately funded for the 2016-2017 school year.

**BUDGET IMPACT AND COSTS:**

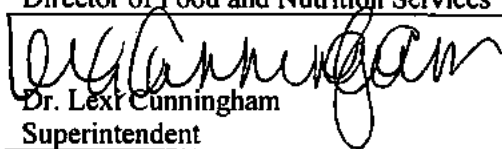
The change fund is solely funded by the Food Service Department.

**RECOMMENDATION:**

It is recommended that the Governing Board approve the establishment of a change fund in the amount of \$12,500 for the operation of the District Food Service Program for the 2016-2017 school year.

Submitted by: Kimberly Luvisi  
Director of Food and Nutrition Services

Date: June 3, 2016

Reviewed by:   
Dr. Lexi Cunningham  
Superintendent

Date: June 3, 2016



# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016  
**AGENDA SUBJECT:** Award of Contract IFB #16-007-2, Audit Services

---

**PURPOSE:**

Administration seeks Governing Board approval to award a contract for audit services.

**BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:**

The purpose of this Request for Proposals (RFP) was to enter into a contract with a qualified Certified Public Accountant or Public Accountant to conduct an annual audit of financial transactions and accounts kept by or for the District, subject to the Single Audit Act Amendments of 1996 (P.L. 104-156) for the year ending June 30, 2016, and to complete the Uniform System of Financial Records (USFR) Compliance Questionnaire. If all conditions are met during the first year of the contract, the contract may be extended, if funding is available, for up to an additional four one-year terms.

**STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:**

A systematic review of resources and operations by an independent auditing firm will ensure that the financial statements of the district present fairly the financial position, results of operations, and cash flows of the District in conformity with generally accepted accounting principles.

**BUDGET IMPACT AND COSTS:**

The cost of the Single Audit, GASB, and CAFR for audit year 2015-2016 will be \$34,500.00 and will be paid through M & O, fund 001.

**RECOMMENDATION:**

It is recommended that the Governing Board award IFB #16-007-2, Audit Services, to Heinfeld, Meech, & Co., P.C.

Submitted by: Cheryl Burt  
Director, Purchasing  
Date: June 3, 2016

Reviewed by:   
Dr. Lexi Cunningham  
Superintendent  
Date: June 3, 2016

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016

**AGENDA SUBJECT:** Award of Contract IFB #17-004-21, Athletic Supplies and Equipment

---

**PURPOSE:**

Administration seeks Governing Board approval to award a contract for athletic supplies and equipment.

**BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:**

On April 11, 2016, the District issued IFB #17-004-21, Athletic Supplies and Equipment, to obtain qualified vendors to provide athletic supplies and equipment. The solicitation was posted to [azpurchasing.org](http://azpurchasing.org) and 382 vendors were notified. Responses were received from twenty-nine vendors on May 4, 2016. Fifteen vendors are recommend for award as they submitted the lowest price on at least one line item. Vendors receiving at least one line item award will also have their catalog discount accepted, if submitted.

**STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:**

With the award of this solicitation, the District will obtain the most competitive pricing from a variety of vendors providing athletic supplies and equipment. The resultant contracts will also be available to members of Greater Phoenix Purchasing Consortium of Schools (GPPCS) and Strategic Alliance of Volume Expenditures (SAVE). The term of the initial award will be July 1, 2016 through June 30, 2017 with four annual renewal options.

**BUDGET IMPACT AND COSTS:**

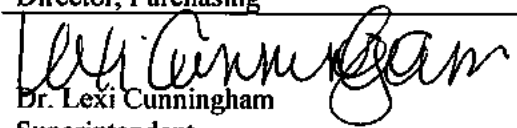
Athletic equipment and supplies will be funded through Capital, M&O, and Student Club funds in the approximate amount of \$300,000.

**RECOMMENDATION:**

It is recommended that the Governing Board award IFB #17-004-21, Athletic Supplies and Equipment, to Alert Services, Aluminum Athletic Equipment Co., BSN Sports, Buddy's All Stars, East Valley Sports, Eastbay Inc., Innovative Screen Printing, K&S Sports Promotions, Medco, Pro Maxima, Pyramid School Products, Riddell, S&S Worldwide, School Specialty, and Universal Athletics.

Submitted by: Cheryl Burt  
Director, Purchasing

Date: June 3, 2016

Reviewed by:   
Dr. Lexi Cunningham  
Superintendent

Date: June 3, 2016

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016  
**AGENDA SUBJECT:** Award of Contract IFB #17-005-22, DJ Services

---

**PURPOSE:**

Administration seeks Governing Board approval to award a contract for DJ services.

**BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:**

The District wishes to establish a list of experienced vendors able to provide high-school age appropriate DJ services at various school functions, including dances and school assemblies.

**STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:**

The awarded vendors will be able to provide a variety of basic dance packages and specialty options such as fog machines, karaoke machines, bubble machines, etc. A multiple award will ensure that end-users are able to select the vendor who can provide the services that best meet the requirements of the event. In addition, a multiple award will help protect against scheduling conflicts.

The award of contracts under this IFB will result in multi-term contracts for one-year with the option of four (4) annual renewals. The estimated requirements cover the period of the contracts and are reasonable and continuing. The use of the subsequent multi-term contracts will serve the best interests of the school district by encouraging effective competition or otherwise promoting economies of scale in school district procurement. If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor may only be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the materials or services delivered under the contract or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations available for such purposes.

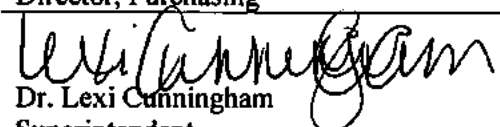
**BUDGET IMPACT AND COSTS:**

DJ Services will be paid through Student Club Funds.

**RECOMMENDATION:**

It is recommended that the Governing Board award a contract for DJ Services to AZ Party Rockers, Bluedice Entertainment, DJ Joe Dean Entertainment, Push Play Entertainment, and Satyr Entertainment.

Submitted by: Cheryl Burt  
Director, Purchasing  
Date: June 3, 2016

Reviewed by:   
Dr. Lexi Cunningham  
Superintendent  
Date: June 3, 2016

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016

**AGENDA SUBJECT:** Award of Contract – IFB #17-006-22, Lighting and Electrical Supplies

---

**PURPOSE:**

Administration seeks Governing Board approval to award a contract for lighting and electrical supplies.

**BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:**

On February 10, 2016, the District issued IFB #17-006-22 to obtain a qualified vendor to provide quality lighting and electrical supplies. Service is not covered under this contract. The Solicitation was designed to cover purchases in multiple transactions of various quantities throughout the school year.

**STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:**

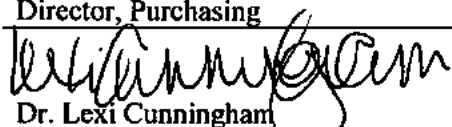
The solicitation included a “market basket” to represent items commonly purchased by the District for lighting and electrical supplies. The award of a contract under this IFB will result in a one (1) year contract, beginning July 1, 2016, with the option of renewing for four (4) additional one-year terms or portion thereof based on the vendor’s performance. The estimated requirements cover the period of the contract and are reasonable and continuing.

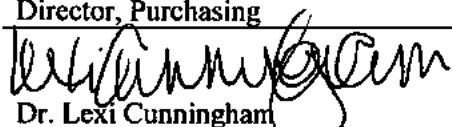
**BUDGET IMPACT AND COSTS:**

Expenditures under the contract are estimated at \$80,000.00 per year and will be paid through M&O (001) and Capital (610) funds.

**RECOMMENDATION:**

It is recommended that the Governing Board award IFB #17-006-22, Lighting and Electrical Supplies, to Crescent Electric Supply Company.

Submitted by: Cheryl Burt  
Director, Purchasing  
  
Date: June 3, 2016

Reviewed by: Dr. Lexi Cunningham  
Superintendent  
  
Date: June 3, 2016

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016

**AGENDA SUBJECT:** Authorization for Disposal #937 (Special Education Equipment), #938 (Power Tanker), #939 (Web Filtering Appliances), and #940 (Projectors, Switches, and Wireless Access Points)

---

**PURPOSE:**

Administration seeks Governing Board approval for disposal of items no longer needed by the District.

**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 #937 (Special Education Equipment), #938 (Power Tanker), #939 (Web Filtering Appliances), and #940 (Projectors, Switches, and Wireless Access Points).

Submitted by: Cheryl Burt  
Director, Purchasing  
Date: June 3, 2016

Reviewed by:   
Dr. Lexi Cunningham  
Superintendent  
Date: June 3, 2016



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

_____	_____	_____	_____
Disposal Performed By:	Date	Purchasing/GFA Administrator	Date





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

939

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

Part I – Disposal Site	
School/Department Initiating Request <b>District Technology</b>	Phone No. <b>623-478-4050</b>
Person to Contact (Name/Title) <b>Bianca Lochner</b>	E-Mail Address <b>Bianca.lochner@tuhsd.org</b>

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 checked="" type="checkbox"/> Donation to non-profit (Instructional Materials only) <input type="checkbox"/> Loss (Explanation below)	<input type="checkbox"/> Unusual Circumstance: <input type="checkbox"/> Appraisal <input type="checkbox"/> Barter <input type="checkbox"/> Salvage (List disposal costs below) <input type="checkbox"/> Other (Explanation below)
Detailed Explanation:  Donate 25 Cisco WS-C3560G-48PS Switches to Buckeye Elementary School District Donate 30 Cisco Wireless access points Air-LAP 1142Ns to Buckeye Elementary School District		

### Part III – Items for Disposal

Qty	Item Description (include Model #)	Serial #	Fixed Asset Tag #	Purchase Price	Current Estimated Value	Reason for Disposal
1	LightSpeed Rocket Web Filter	NNG00120710119	20132954	\$7,511.00		Replaced with new Equipment
1	LightSpeed Rocket Web Filter	NNG00125010267	20136064	\$6,414.68		Replaced with new Equipment

Part IV – Requester Signature			
 _____ Requester	05/31/2016 _____ Date	_____ Site Administrator	_____ 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	Date

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

940

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

<b>Part I – Disposal Site</b>	
School/Department Initiating Request <b>District Technology</b>	Phone No. <b>623-478-4050</b>
Person to Contact (Name/Title) <b>Bianca Lochner</b>	E-Mail Address <b>Bianca.lochner@tuhsd.org</b>

<b>Part II – Disposal Method</b>		
<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 checked="" type="checkbox"/> Donation to non-profit (Instructional Materials only) <input type="checkbox"/> Loss (Explanation below)	<input type="checkbox"/> Unusual Circumstance: <input type="checkbox"/> Appraisal <input type="checkbox"/> Barter <input type="checkbox"/> Salvage (List disposal costs below ) <input type="checkbox"/> Other (Explanation below)
Detailed Explanation:		
Donate 52 Cisco WS-C3560G-48PS Switches to Tolleson Elementary School District Donate 67 Different vendor projectors to Tolleson Elementary School District Donate 50 Cisco Wireless access points Air-LAP 1142Ns to Tolleson Elementary School District		

<b>Part III – Items for Disposal</b>						
Qty	Item Description (include Model #)	Serial #	Fixed Asset Tag #	Purchase Price	Current Estimated Value	Reason for Disposal
52	Cisco WS-C3560-48PS	See attached				Replaced with new Equipment
67	Projectors	See attached				Replaced with new Equipment
50	Cisco Wireless access point-air-LAP 1142N					Replaced with new Equipment

<b>Part IV – Requester Signature</b>			
 _____ Requester	06/02/2016 _____ Date	_____ Site Administrator	_____ Date

<b>Part V – Governing Board Approval</b>	
Submitted for Governing Board Meeting Date	_____
_____	Date
Governing Board Approval	

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

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016  
**AGENDA SUBJECT:** Annual Contract Extensions and Renewals - 2016-2017 School Year

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**PURPOSE:**  
Administration seeks approval of the annual contract extensions and renewals.

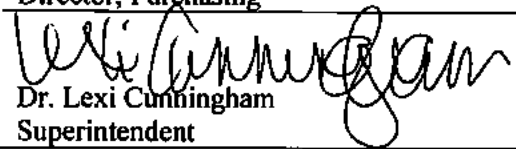
**BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:**  
The multi-year contracts require approval in order to extend for an additional one-year period or portion thereof. Since performance under these contracts has been satisfactory, extension of the contracts is recommended.

**STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:**  
The estimated requirements cover the period of the contracts and are reasonable and continuing. A multi-term contract encourages effective competition and promotes economies in school district procurement.

**BUDGET IMPACT AND COSTS:**  
Estimated expenditures and funding source for each of the contracts are listed on the attached sheets.

**RECOMMENDATION:**  
It is recommended that the Governing Board approve the annual contract extensions and renewals as outlined on the attached pages.

Submitted by: Cheryl Burt  
Director, Purchasing Date: June 3, 2016

Reviewed by:   
Dr. Lexi Cunningham Date: June 3, 2016  
Superintendent

**Annual Contract Renewals for the 2016-2017 School Year  
06/14/2016**

The following multi-term contracts are recommended for renewal for one year:

<b>CONTRACT TITLE</b>	<b>VENDOR NAME</b>	<b>IFB/RFP NUMBER</b>	<b>AWARD/ EXTENSION</b>	<b>AWARD THROUGH</b>	<b>NO. OF YRS. CONTRACT</b>	<b>ESTIMATED EXPENDITURES</b>	<b>FUNDING SOURCE</b>
Armored Car Services	Dunbar	WQ #16-009-21	12/17/16	6/30/17	5 Years (6/30/20)	\$20,000.00	M&O
Collection Services: Debt Collection and Return Check Processing Services	Nexcheck LLC	RFP #14-008-19	07/07/2014	07/06/2017	5 years (7/6/19)	Vendor Retains 30% of Debt Collected	n/a
HVAC parts	Run Em Again Electric Motors American Refrigeration Sigler Trane	IFB #15-005-19	07/07/2014	06/30/2017	5 years (6/30/19)	\$80,000.00	M&O Capital
Graduation Items: Diplomas, Caps, Gown, Class Rings & Other Related Products	Elite Southwest	RFP #13-001-17	05/27/2014	06/30/2017	5 years (6/30/17)	\$10,000.00	Student Funds
Medical and Trainer Supplies	Alert AliMed, Inc. Buddy's All Stars Centennial Sales Medco M-F Athletic Moore PSS Universal Athletics	IFB #15-001-20	05/22/2014	06/30/2017	5 years (6/30/19)	\$50,000.00	M&O Capital Grant Aux Op
Online Applicant Screening & Assessment Program	TeacherMatch	RFP #15-013-20	4/29/15	06/30/17	5 Years (6/30/20)	\$17,000.00	M&O
Pest Control	City Wide Pest Control Inc.	RFP #14-004-18	05/27/2014	06/30/2017	5 years (6/30/18)	\$12,000.00	M&O
Plumbing Repair Services	Hernandez Companies, Inc.	WQ #15-004-19	07/01/2014	06/30/2017	5 years (6/30/19)	\$15,000.00	M&O
POS Management System & Vending	Horizon	RFP #13-003-17	05/27/2014	06/30/2017	5 years (6/30/17)	\$20,000.00	Food Service

<b>Machines</b>							
Printing Services	D&L Press Alpha Graphics Commercial Printing Complete Print Shop	IFB #14-012-19	07/22/2014	06/30/2017	5 years (6/30/18)	\$85,000.00	M&O
Screen Printing and Embroidery	Creative Concepts Family Enterprises Fan Grabber Tee Time K&S Sports Universal Athletic	IFB #14-001-18	05/27/2014	06/30/2017	5 years (6/30/18)	\$120,000.00	M&O
Weed Control Services	Carter Weed Control	RFP #14-002-18	05/27/2014	06/30/2017	5 years (8/12/2018)	\$46,000.00	M&O
Yearbook Printing Services	Balfour Publishing	RFP #15-002-19	05/27/2014	06/30/2017	5 years (6/30/19)	\$70,000.00	Student Funds

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016  
**AGENDA SUBJECT:** Sole Source Vendors - 2016-2017 School Year

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**PURPOSE:**

Administration seeks Governing Board approval of vendors as sole source providers for services or materials.

**BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:**

Per AAC R7-2-1053, a contract may be awarded for a material, service, or construction item without competition if the Governing Board determines in writing that there is only one source for the required material, service, or construction item.

**STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:**

It has been determined that the recommended vendors provide services or materials that can only be procured from one source. Determination for sole source recommendation is based upon the following criteria:

- Item must match, is a repair part for, or is to be attached to existing equipment;
- No other manufacturer of this type of product exists;
- Type of product by other manufacturers does not meet District minimum requirements/technical characteristics;
- Support, upgrades, and maintenance agreement for proprietary software;
- State mandated materials, assessments, and services;
- Contractual agreement;
- Only available service in a particular area; or
- No reasonable alternative source exists.

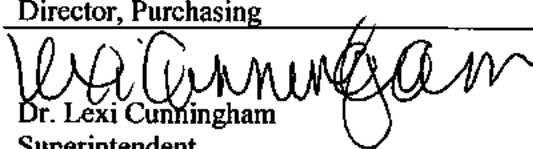
**BUDGET IMPACT AND COSTS:**

Estimated expenditure for each vendor is listed on the attached sheet. The District has negotiated to the extent practicable and pricing has been determined to be fair and reasonable.

**RECOMMENDATION:**

It is recommended that the Governing Board approve the vendors listed on the attached sheets as sole source providers for the materials/services listed for the 2016-2017 school year.

Submitted by: Cheryl Burt  
Director, Purchasing  
Date: June 3, 2016

Reviewed by:   
Dr. Lexi Cunningham  
Superintendent  
Date: June 3, 2016

**Sole Source Vendors for the 2016-2017 School Year  
June 14, 2016**

It has been determined that there is only one source for the following services/materials:

<b>Vendor</b>	<b>Status</b>	<b>Services</b>	<b>Rationale for SS Status</b>	<b>Estimated Expenditure</b>	<b>Funding Source</b>
3M Library Systems	Continuing	Annual maintenance agreement	Proprietary system – no reasonable alternative exists.	\$15,000.00	M&O
Arizona Dept. of Public Safety - Employee	Continuing	Fingerprint Identification	State Mandated ARS 41-2411	TBD	M&O
Arizona Dept. of Public Safety – Volunteer	Continuing	Fingerprint Identification	State Mandated ARS 41-2411	TBD	M&O
Assessment Technology	Continuing	Galileo online license	On-line assessment program purchased through cooperative contract in FY10. On-going maintenance/support. No reasonable alternative exists.	\$80,000.00	Capital
AZ Interscholastic Association (AIA)	Continuing	Referee pay, service charges, officials' mileage, entry fees and rule books	Required to compete in high school sports. No reasonable alternative exists.	\$150,000.00	M&O Aux Op Student Funds
Chittester, Melanie	Continuing	CTE Internship Program Instructor	The District began working with Ms. Chittester in 2014 to create new curriculum for the CTE Internship Program, market the program to local businesses, and to mentor students, teachers and parents in the program. Because she has established herself within our schools and community, we request to continue her services as we transition to staffing this program at the site level.	\$55,000.00	Vocational Education
City of Avondale	Continuing	Review of plans and permits by the appropriate jurisdiction	Authorized agencies to review plans to determine building compliance and authorize permits for construction projects in the City of Avondale.	TBD	Included in budget of project
City of Phoenix	Continuing	Review of plans and permits	Only authorized agency.	TBD	Included in budget of project
College Board/AP Exams	Continuing	PSAT and AP Exams Membership	Only agency to provide testing to receive college credit. No reasonable alternative exists.	\$95,000.00	Aux Op M&O

Department of Economic Security	Continuing	Unemployment Benefits – paid on a quarterly basis based on unemployment findings.	Statutorily Required	\$600,000.00	M&O
Edupoint Educational Services	Continuing	Genesis Student Information System Software maintenance, upgrades, support, and training.	Proprietary software updates and maintenance. No reasonable alternative exists.	\$60,000.00	E-Rate M&O
Follett School Solutions	Continuing	Destiny software	Proprietary software updates and maintenance. No reasonable alternative exists.	\$15,000.00	E-Rate
Frontline Technologies, Inc.	Continuing	AESOP – Automated substitute system to report/track teacher absences and place substitutes.	Proprietary software updates and maintenance. No reasonable alternative exists.	\$10,000.00	E-Rate
Gale Cengage Learning (Thomson Gale)	Continuing	Subscription Renewal of Online Library Software	Proprietary program. No reasonable alternative exists.	\$25,000.00	Capital Fund 610
Houghton Mifflin Harcourt / Scholastic Read 180	Continuing	Read 180 software, maintenance and support.	Proprietary program. No reasonable alternative exists.	\$15,000.00	Capital
Institute for Research and Reform in Education	Continuing	Measuring What Matters: User and licensing fee, technology support, and ongoing training for users.	Proprietary software. No reasonable alternative exists.	\$25,000.00	Federal Grant
InTouch Receipting/ HD Baker Point Sale Systems	Continuing	InTouch Receipting Software, professional services, annual support and update costs, POS systems and training.	Proprietary software updates and maintenance. No reasonable alternative exists. The District purchased the program five years ago under a Request for Proposal.	\$13,000.00	M&O
Maricopa County	Continuing	Review of plans and permits by the appropriate jurisdiction to determine compliance with building, plumbing, electrical, mechanical and fire codes, as well as compliance with engineering and planning and zoning requirements.	Authorized agency to review plans and authorize permits for construction projects in Maricopa County.	TBD	Included in budget of project



Maricopa County Planning and Development	Continuing	Review of plans and permits by the appropriate jurisdiction to determine compliance with building, plumbing, electrical, mechanical and fire codes, as well as compliance with engineering and planning and zoning requirements.	Authorized agency to review plans and authorize permits for construction projects in Maricopa County	TBD	Included in budget of project
Maricopa County Environmental Services Department	Continuing	Eating & Drinking Permits Food Processor Permit  Workshops Aligned to the common core	Food permits for the District can only be obtained through Maricopa County.	\$10,000.00	M&O
Maricopa County School Superintendent	Continuing	Indirect costs for Grant funds  Citrix services provided by County  Garnishment processing	No reasonable alternative exists.	\$25,000.00  \$25,000.00	Indirect Costs  M&O
MediaNet Solutions, Inc.	Continuing	Online IEP program for student management	No reasonable alternative exists.	\$15,000.00	Grant
Pearson Assessments	Continuing	Wechsler intelligence Scale for Children (VISC-IV) and the Wechsler Individual Achievement Test	Identified by the Arizona Dept. of Education for the identification of gifted students.	\$7,500.00	Grant
Runbeck Election Systems	Continuing	Printing and distributing of election ballots	County awarded contract	TBD	M&O
Standard & Poor's Corp.	Continuing	Ratings Agency Fee	Required in order to sale bond.	\$20,000.00	Bond
Scholastic Inc./ Scholastic Education, Far West Region	Continuing	Upgrade READ 180 Enterprise Edition to Next Generation Upgrade Package	The District has made a significant investment in the READ 180 program. Next Generation includes additional features to assist teachers in providing targeted instruction that addresses each student's specific needs. READ 180 is a proprietary program.	\$96,000.00	Grant
U.S. Postal Service/Postmaster, PB/Reserve Account	Continuing	Postage for postage mail machine	Additional postage is applied to postage machine through the U.S. Postal Service. No reasonable alternative exists.	\$80,000.00	M&O

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016

**AGENDA SUBJECT:** Delegation of Authority to Conduct Student Disciplinary Hearings – 2016-2017 School Year

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**PURPOSE:**

Administration seeks Governing Board authorization for Arizona School Risk Retention Trust, Inc. to conduct student disciplinary hearings during the 2016-2017 school year.

**BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:**

Student disciplinary hearings are held pursuant to A.R.S. §15-843(B) and (F) and Governing Board policies JKD, Student Suspension, and JKE, Expulsion of Students.

**STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:**

Having Arizona School Risk Retention Trust, Inc. conduct student hearings will ensure that the integrity of discipline hearings is observed and that student due process rights are upheld.

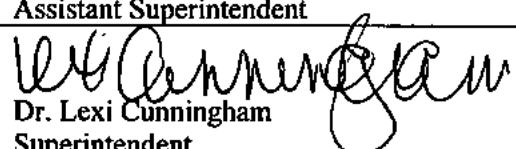
**BUDGET IMPACT AND COSTS:**

N/A

**RECOMMENDATION:**

It is recommended that the Governing Board authorize Arizona School Risk Retention Trust, Inc. to conduct student disciplinary hearings during the 2016-2017 school year.

Submitted by: John Speer  
Assistant Superintendent  
Date: June 3, 2016

Reviewed by:   
Dr. Lexi Cunningham  
Superintendent  
Date: June 3, 2016

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016

**AGENDA SUBJECT:** Travel Requests

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**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:**

Professional development opportunities for students and staff.

**BUDGET IMPACT AND COSTS:**

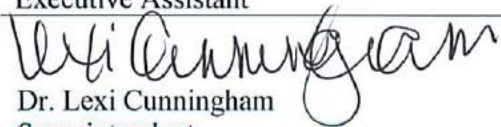
N/A

**RECOMMENDATION:**

It is recommended that the Governing Board approve the travel requests from the District Office, Sierra Linda High School, Tolleson Union High School, and University High School.

Submitted by: Karyn Morse Eubanks  
Executive Assistant

Date: June 3, 2016

Reviewed by:   
Dr. Lexi Cunningham  
Superintendent

Date: June 3, 2016

## TRAVEL REQUESTS

June 14, 2016

SCHOOL/DO	WHO	WHAT/WHEN/ WHERE	PURPOSE
DO	Bianca Lochner, Director of Information Technology Eric Kistler, Software Developer	DevCon/BlackboardWorld 2016  07/11/16 – 07/14/16 Las Vegas, NV	Leaders from around the world participate in educational sessions, product demonstrations, knowledge sharing, and networking.
DO	Antonio Aguirre, Network and Project Engineer	Cisco Live 2016  07/10/16 – 07/14/16 Las Vegas, NV	Participants will focus on the latest technologies, architecture strategies, applications, and troubleshooting tactics for Cisco solutions and technologies.
SLHS	Meggan Brooks, AP Psychology Teacher Meg Zmolek, AP Calculus Teacher	AP Summer Institute  06/21/16 – 06/24/16 Tucson, AZ	Professional development.
SLHS	Agueda Del Rincon, AP Spanish Teacher	AP by the Sea Summer Institute  07/25/16 – 07/28/16 University of San Diego San Diego, CA	Professional development.
TUHS	Nancy Stier, English Teacher	AP English and Composition Summer Institute  06/27/16 – 06/30/16 Grand Blanc High School Grand Blanc, MI	Professional development.
UHS	Sarah Geshell, Advanced Chemistry Teacher	AP Summer Institute  06/21/16 – 06/24/16 Tucson, AZ	Professional development.

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016

**AGENDA SUBJECT:** Agreement for Transportation Services – Arts Academy of Estrella Mountain – 2016-2017 School Year

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**PURPOSE:**

Administration seeks Governing Board approval of the Agreement for Transportation Services with Arts Academy of Estrella Mountain for the 2016-2017 school year.

**BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:**

Under the terms of the Agreement, the District will provide transportation for Arts Academy of Estrella Mountain students for field and extracurricular trips.

**STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:**

Both the District and the Arts Academy of Estrella Mountain will benefit from the Agreement.

**BUDGET IMPACT AND COSTS:**

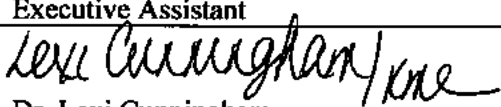
The Arts Academy will pay the District \$6.25 per mile for transportation services.

**RECOMMENDATION:**

It is recommended that the Governing Board approve the Agreement for Transportation Services with Arts Academy of Estrella Mountain for the 2016-2017 school year.

Submitted by: Karyn Morse Eubanks  
Executive Assistant

Date: June 3, 2016

Reviewed by:   
Dr. Lexi Cunningham  
Superintendent

Date: June 3, 2016



ADMINISTRATIVE CENTER  
9801 West Van Buren Street  
Tolleson, Arizona 85353  
(623) 478-4000  
(623) 936-5048 Fax  
Website: www.tuhsd.org

GOVERNING BOARD  
Steven Chapman, President  
Devin Del Palacio, Vice President  
Corina Madruga, Member  
Vincent Moreno, Member  
Freddie Villalon, Member

SUPERINTENDENT  
Lexi Cunningham, Ed.D.

### AGREEMENT FOR TRANSPORTATION SERVICES

This Agreement for Transportation Services is entered into this 14<sup>th</sup> day of June, 2016, between Tolleson Union High School District No. 214 of Maricopa County, Arizona ("Tolleson") and Arts Academy of Estrella Mountain, a Maricopa County charter school (the "Academy") (collectively, the "Parties"). Tolleson is authorized to enter into the Agreement pursuant to A.R.S. §15-923(A). The parties hereby agree as follows.

1. Tolleson shall transport students of the Academy for field and extracurricular trips by mutual agreement of the Parties. To request transportation services, the Academy shall provide Tolleson with the information required at least two weeks prior to the field or extracurricular trip.
2. The Academy will pay Tolleson \$6.25 per mile for transportation services provided pursuant to this Agreement. Tolleson will submit invoices to the Academy on a monthly basis; payment is due within thirty (30) days.
3. The Academy agrees that its students shall adhere to Tolleson's code of conduct in connection with their transportation under this Agreement.
4. All transportation personnel providing services under this Agreement are employees of Tolleson and shall perform services only under the direction of Tolleson.
5. The Parties each represent and warrant to the other that it shall at all times retain insurance coverage in compliance with state laws and shall name the other Party as an additional insured.
6. This Agreement shall expire on June 30, 2017, unless renewed or terminated earlier. Either Party may cancel the Agreement prior to its expiration by giving thirty (30) days' notice to the other party. Tolleson shall be entitled to payment for any services provided prior to any expiration or termination of this agreement.
7. To the extent permitted by law, each Party (as "Indemnitor" agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims with result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers.

8. As required by A.R.S. §38-511, the parties acknowledge and agree that either party may, within three years after its execution, cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of either Party 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 of the contract with respect to the subject matter of the contract.
9. This Agreement contains the entire understanding of the Parties. All prior and contemporaneous agreements, representations, and understandings of the Parties with respect to the subject matter hereof, oral or written, are superseded by this Agreement. Any amendment or modification of this Agreement shall be made only in writing and signed by the Parties. This Agreement shall be construed and enforced under the laws of the State of Arizona without regard to its conflict of law provisions.

TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214

ARTS ACADEMY OF ESTRELLA MOUNTAIN

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016

**AGENDA SUBJECT:** Intergovernmental Agreement with Maricopa County Community College District – Dual Enrollment for 2016-2017 School Year

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**PURPOSE:**

Administration seeks Governing Board approval to enter into an Intergovernmental Agreement with Maricopa County Community College District (MCCCD) to offer dual enrollment courses for the 2015-2016 school year.

**BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:**

The Agreement meets the District’s standards for cost effectiveness and educational soundness. The District has successfully participated in the IGA over the past several years.

**STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:**

This Agreement provides District students an opportunity to enroll in college level courses that qualify simultaneously for high school and college credit.

**BUDGET IMPACT AND COSTS:**

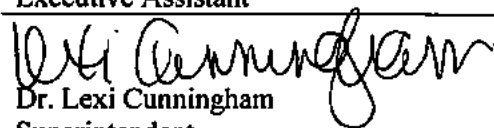
The District will continue to pay \$35 per credit hour to offset the cost of tuition. Students or their parent/legal guardian will be financially responsible for remaining tuition and fees according to the approved MCCCD tuition and fee schedule.

**RECOMMENDATION:**

It is recommended that the Governing Board approve the 2016-2017 Intergovernmental Agreement with Maricopa County Community College District for dual enrollment courses.

Submitted by: Karyn Morse Eubanks  
Executive Assistant

Date: June 3, 2016

Reviewed by:   
Dr. Lexi Cunningham  
Superintendent

Date: June 3, 2016





Maricopa County Community College District  
Student Affairs Office  
ATTN: Nora Shelton  
2411 West 14<sup>th</sup> Street  
Tempe, AZ 85281-6942

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214  
2016/2017**

This Intergovernmental Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 between Maricopa County Community College District ("College") and TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 ("School District") (collectively "Parties"). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") § 11-951.

**BACKGROUND**

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(F), § 15-1444(B)(4), and § 15-1821.01. Grant schools are authorized to participate in this Agreement under the Tribally Controlled Schools Act, 25 U.S.C. § 2501 *et seq.* This Agreement and its use are mandated under A.R.S. § 15-1821.01(1).

College has determined that it is in the best interests of the citizens of the district to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation.

**AGREEMENT**

In consideration of the mutual promises contained herein, the Parties agree as follows:

419. **PURPOSE.** The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Enrollment Courses, as defined in Section 2 below, to eligible School District students.
420. **DEFINITION.** Pursuant to A.R.S. § 15-101(11), a "Dual Enrollment Course" is defined as a college level course that is conducted on the campus of a high school or on the campus of a joint technological education district, and that is:
- A. applicable to an established community college academic degree or certificate program, and transferable to a university under the jurisdiction of the Arizona Board of Regents; or
  - B. applicable to a community college occupational degree or certificate program.
  - V. Notwithstanding the foregoing, physical education shall not be available as a Dual Enrollment Course.
421. **EFFECTIVE DATE AND TERM.** This Agreement shall be effective:
- A. After the governing boards of School District and College have approved it; and
  - U. On the date that authorized representatives of both Parties have signed it ("Effective Date").

The term of this Agreement shall be from the Effective Date through June 30, 2017 ("Term").

422. **RECORDING.** Pursuant to A.R.S. § 11-952, this Agreement no longer is required to be filed with the County Recorder or the Secretary of State, as applicable.

## **423. OBLIGATIONS OF COLLEGE.**

### **5.1. General Course Requirements.**

- A. College will offer Dual Enrollment Courses to School District juniors and seniors, and freshman and sophomore students subject to Paragraph F in this Section 5.1, who meet College's prerequisites.**
- B. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to School District students are:**
  - 1. of a quality and depth to qualify for college credit as determined by College;**
  - 2. evaluated and approved through the College curriculum approval process;**
  - 3. at a higher level than taught by the School District high school;**
  - 4. transferable to an Arizona public university or applicable to an established community college occupational degree or certificate program; and**
  - 5. compliant with all other standards for College courses.**

Dual Enrollment Courses offered pursuant to this Agreement are listed in Exhibit B attached to this Agreement.

- C. Students enrolled in Dual Enrollment Courses shall be admitted to College for college level credit under current procedures for admission of students to College, and in compliance with A.R.S. § 15-1821.01 and A.R.S. § 15-1805.01. A student who is under eighteen (18) years of age may be granted admission if the student meets the pre-requisites for the Dual Enrollment Course and the student achieves any one of the following:**
  - 1. a composite score of ninety-three (93) or more on the preliminary scholastic aptitude test;**
  - 2. a composite score of nine hundred thirty (930) or more on the scholastic aptitude test;**
  - 3. a composite score of twenty-two (22) or more on the American college test;**
  - 4. a passing score on the relevant portions of the Arizona instrument to measure standards test;**
  - 5. the completion of a college placement test designated by College that indicates the student is at the appropriate college level for the course; or**
  - 6. is a graduate of a private or public high school or has a high school certificate of equivalency.**

Home schooled students are exempt from Sections 1-6 of this Paragraph C. Notwithstanding the above, a student who enrolls in a vocational or occupational education course may be admitted on an individual basis with the approval of College if the student meets the established requirements of the course for which the student enrolls and College determine that the student's admission is in the best interest of the student. College retains the right to refuse admission to and remove a student from Dual Enrollment Courses in accordance with College policy.

- D. College has the right to limit the number of semester hours in which a student may enroll in Dual Enrollment Courses to not more than six (6) credit hours per semester.**
- E. College shall determine residency status of students for tuition purposes in accordance with A.R.S. §§ 15-1801 *et seq.***
- F. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 6.1(E) below, College may waive the class status requirements for up to twenty-five percent (25%) of the students enrolled for Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course which shall include a demonstration, by an examination of the specific purposes and requirements of the course, that freshman and sophomore students who meet the Dual Enrollment Course prerequisites are prepared to benefit from the college level course. College shall report all exceptions and the justification for each exception.**
- G. College will provide to School District the instructional information necessary to meet the goals of the courses delivered, including but not limited to College approved textbook titles, syllabi, course outlines and grading standards applicable to the Dual Enrollment Courses.**

- H. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College courses are applied to the Dual Enrollment Courses.
- I. For each student, College will assign an identification number to the student that shall correspond to or reference the Student Accountability Information System (SAIS) number assigned to the student. School District will provide College with the SAIS number for each student as provided in Section 6.1(G).
- J. College will grant College credit for a Dual Enrollment Course when a student satisfactorily completes the course.

**5.2. Instructors and Instruction.**

- A. College will ensure that School District instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College campus.
- B. If College is providing the instructor for a Dual Enrollment Course, College will provide at College's expense a substitute instructor, as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Dual Enrollment Course.

**5.3. Assessment and Monitoring.**

- A. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.
- B. College will involve full-time College faculty who teach a particular discipline in the selection, orientation, ongoing professional development and evaluation of School District faculty teaching Dual Enrollment Courses.
- C. College will designate a liaison officer to assist with dual enrollment activities and to meet with the liaison designated by School District as necessary and, at least once within a two-year period, to review Dual Enrollment Course outlines and School District's high school Scope and Sequence, and to review and amend the course outlines as necessary.
- D. College will provide career counseling and advisement for School District students enrolled in Dual Enrollment Courses for the duration of the term of this Agreement.

**5.4. Policy and Procedure.**

- A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.
- B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.
- C. College will provide School District access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to Title 34, Part 99, Section 99.31 of the Code of Federal Regulations, the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

## **5.5. Students with Disabilities.**

- A. After notification from School District of a student's need, if College is providing the instructor, College will cooperate with School District to ensure the instructor complies with Section 504 of the Rehabilitation Act of 1973, as amended, and the Individuals with Disabilities Education Act. College shall work with School District in determining appropriate accommodations, however, School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations.
- B. College will provide training and guidance to instructors and other personnel in the area of compliance with the Americans with Disabilities Act (ADA) and Rehabilitation Act of 1973, as amended, as the Acts specifically relate to instructing students in a postsecondary education situation.

## **424. OBLIGATIONS OF SCHOOL DISTRICT.**

### **6.1. General Course Requirements.**

- A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 6.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.
- B. Pursuant to A.R.S. § 15-1821.01(6), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student, as defined in A.R.S. § 15-901(A)(1)(b), who meets the requirements of A.R.S. § 15-901(A)(5), in a school in School District; except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.
- C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the policies, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of School District at the School District facility during the day.
- D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in courses.
- E. The School District Superintendent or designee may allow freshman and sophomore students to enroll in Dual Enrollment Courses subject to Section 5.1(F) above.
- F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students according to School District policies. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.
- G. For each student enrolling in a Dual Enrollment Course, School District will enroll the student using the student's SAIS number and provide that number to College.

### **6.2. Instructors and Instruction.**

- A. If School District is to provide the instructor, School District will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Courses and submit each instructor's name and credentials to College for approval.
- B. School District will ensure that instructors teaching Dual Enrollment Courses provide instruction in accordance with policies, regulations and instructional standards of College and comply with College assessments.
- C. If School District is providing the instructor, School District will provide at School District's expense a substitute instructor, as necessary and as agreed upon by College, to cover the absence of a School

District instructor who teaches a Dual Enrollment Course. In the case of substitutions exceeding ten (10) consecutive school days, School District shall notify College in writing of the name and credentials of the substitute instructor.

**6.3. Assessment and Monitoring.**

- A. School District will designate a liaison officer to assist with dual enrollment activities and to meet with the College designated liaison as necessary and, at least once within a two-year period, to review Dual Enrollment Course outlines and School District's high school Scope and Sequence to review and amend the course outlines as necessary.
- B. School District will provide counseling and advisement for School District students enrolled in Dual Enrollment Courses for the duration of the term of this Agreement.

**6.4. Policy and Procedure.**

- A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:
    - 1. has completed the necessary registration forms;
    - 2. has completed College assessment examinations, if required by College;
    - 3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
    - 4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
    - 5. is aware of the requirements for determination of resident/nonresident tuition.
  - B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor's participation in the dual enrollment program for failure to follow College requirements.
  - C. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to Title 34, Part 99, Section 99.31 of the Code of Federal Regulations, the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.
- 6.5. Students with Disabilities.** School District will determine the appropriate accommodations for each qualified student with disabilities in accordance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations as required by Federal and State law and as negotiated between the College Disability Resource office and School District. School District shall work with College in determining appropriate accommodations. School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations.

**6.6. Facilities and Funding.**

- A. School District will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment Courses shall comply with all applicable provision of the state Fire Marshal Code, A.R.S. §§ 41-2161 *et seq.* (access for disabled persons), and all other applicable federal and state laws.
- B. Payment, if any, for facilities and ancillary services shall be designated in Exhibit A attached to this Agreement.

## **425. MUTUAL AGREEMENTS.**

### **7.1. Instructor.**

- A. Throughout the term of this Agreement, an instructor provided by College shall remain an employee of College, and shall be subject to the terms and conditions of the instructor's employment contract and College policy. An instructor provided by School District shall remain an employee of School District, and shall be subject to the terms and conditions of the instructor's employment contract and School District policy, but shall also be subject to continuing approval by College. Should a School District instructor violate College procedure or policy, College may withdraw authorization for the instructor to participate in the dual enrollment program and School District, upon such withdrawal of authorization, shall substitute another qualified instructor and notify College in writing of such substitution. The instructor must be approved by College pursuant to the terms of this Agreement.
  - B. Throughout the term of this Agreement, an instructor provided by College shall remain an employee of College, and shall be subject to the terms and conditions of the instructor's employment contract and College policy, but shall also be subject to School District policy. Should an instructor violate School District procedure or policy, School District may ask College to withdraw authorization for the instructor to participate in the dual enrollment program and College, upon such withdrawal of authorization, shall substitute another qualified instructor and notify School District in writing of such substitution.
- 7.2. Student.** Each student enrolled in a Dual Enrollment Course, even though enrolled as a College student during the term of the Dual Enrollment Course, shall remain a student of School District and shall follow the schedule and calendar of classes as established by School District and approved by College.
- 7.3. Removal from Course.** School District retains the right to refuse to allow a student to enroll in a Dual Enrollment Course and to discipline and/or remove any student from the Dual Enrollment Course in accordance with School District policies. College shall have the right to request School District to remove a student from a Dual Enrollment Course in accordance with College policy.
- 7.4. Schedule and Number of Students.** School District and College shall mutually determine the schedule of, and maximum and minimum number of students to enroll in, each Dual Enrollment Course. Such schedule shall not be changed except by written agreement of School District and College. School District and College must mutually agree if any student who is not a student of School District will be enrolled in a Dual Enrollment Course; provided, however, that any such student must comply with the admissions requirements and course prerequisite requirement provisions of this Agreement.
- 7.5. Availability of Instructors.** Availability of Dual Enrollment Courses offered by College shall be dependent on the availability of appropriately qualified instructors. College may compensate School District for the services of a qualified instructor provided by School District or, alternatively, College may provide a qualified instructor to deliver any Dual Enrollment Course.
- 7.6. Guidelines.** School District and College shall ensure that each student enrolled in a Dual Enrollment Course and all personnel of School District and all personnel of College who are involved in the dual enrollment program are provided with dual enrollment guidelines, and that such persons agree to review and comply with the guidelines.
- 7.7. Rigor of Courses.** College and School District agree that college level courses are rigorous and demanding courses, and the standards and criteria of any Dual Enrollment Course shall meet statutory and College criteria, and such criteria shall not be diminished for the purpose of the dual enrollment program.

## **426. FINANCIAL PROVISIONS AND FORMAT FOR BILLING. See Exhibit A attached.**

- 8.1. Fees.** Fees and charges for the Dual Enrollment Courses and program are provided on Exhibit A attached to this Agreement.

**8.2. Supplies.** School District will provide and pay for basic textbooks, workbooks, supplies and other costs related to the teaching of and the administration of Dual Enrollment Courses within School District.

**8.3. Tuition.**

- A. The student or School District shall be responsible for payment of tuition to College.
- B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth in Exhibit A. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.
- C. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the total number of student credit hours for which each student has enrolled each term, and depending upon the residency status of the student. Pursuant to A.R.S. § 15-1802(C), the residency of an unemancipated student under the age of nineteen years will be that of the student's parent or legal guardian, and any student who is not a legal resident of Arizona will be charged out of state tuition rates.

**427. CONTINUATION OF AGREEMENT.** The continuation of this Agreement beyond the initial fiscal year is dependent on and subject to the appropriation and availability of funding for each Party in each subsequent fiscal year. If sufficient funding is not made available to allow a Party to continue meeting its contractual obligations under this Agreement, that Party shall so notify the other Party and either Party may cancel this Agreement and have no further obligation to the other Party. In the alternative, the Parties may by mutual written agreement, modify this Agreement to reduce the level of compensation, services or other consideration provided.

**428. RECORDS.** All accounts, reports, files and other records relating to this Agreement shall be kept for a minimum of five (5) years after termination of this Agreement and shall be open to reasonable inspection and audit by the other party during that period. Audits may be conducted, at a time mutually agreed upon by the parties, by any appropriate political subdivision or agency of the State of Arizona or by representatives of the Comptroller General of the United States or the Secretary of Education when required by applicable federal regulations.

**429. CONFIDENTIALITY.** All written student records shall be kept confidential in accordance with the Family Rights and Privacy Act (20 USC 1232(g)) ("FERPA") and regulations adopted pursuant to FERPA, the Individuals with Disabilities Education Act ("IDEA") and regulations adopted thereunder, and applicable state laws and school board policies controlling the disclosure of personally identifiable information from a student's education records.

**430. TERMINATION/DISPOSITION OF PROPERTY.**

**12.1. Termination.** Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than ninety (90) days prior to the intended date of termination. Except as provided in this section 12, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

**12.2. Risk to Health or Safety.** If either Party has reason to suspect that any activities undertaken pursuant to this Agreement present a risk to the health or safety of students or is contrary to the Party's mission or operations, that Party may request that a meeting between the Parties be convened within 48 hours and promptly confirm the meeting in writing. In such circumstances, the Parties to this Agreement will attempt to reconcile differences within five (5) working days of such meeting. If reconciliation is not achieved within the five (5) day period, this Agreement will automatically terminate.

**12.3. No Relief from Obligations.** Termination shall not relieve either Party from its obligation to pay for services provided prior to termination and those for any student already admitted and enrolled in a course or courses and obtaining dual credit at the time of termination or notice thereof.

**12.4. Disposition of Property.** The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or purchased by College for the program shall be retained by College, and equipment furnished or purchased by School District for the program shall be retained by School District.

**431. RESPONSIBILITY.**

**13.1. Conduct of Operations.** Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while performing services under this Agreement, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits.

**13.2 Indemnification.** Each Party, to the greatest extent legally permissible, shall indemnify, defend, and hold harmless the other Party from any liability resulting from the negligence, intentionally tortious, or willful misconduct of the indemnifying Party's employees, officers, students and agents.

**432. CANCELLATION FOR CONFLICT OF INTEREST.** This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

**433. NON-ASSIGNABILITY.** Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

**434. COMPLIANCE WITH NON-DISCRIMINATION LAWS.** To the extent applicable, the Parties shall comply with all College policies and State and Federal laws and regulations which prohibit discrimination against any person based on race, religion, handicap, color, age, sex, sexual orientation, political affiliation, national origin, veteran's status and genetic information. The Parties shall prohibit discrimination in the employment or advancement in employment of a qualified person because of physical or mental disability including all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213).

**435. RIGHTS/OBLIGATIONS OF PARTIES ONLY.** The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third Party beneficiary or other person, agency or organization.

**436. ENTIRE AGREEMENT.** This Agreement, and its attachments as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties to this Agreement.

**437. INVALIDITY OF PART OF THE AGREEMENT.** If any part of this Agreement is held to be illegal, invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect with those offending portions omitted.

**438. GOVERNING LAW.** This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order.

All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement.

**439. NOTICE.** All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed United States postage prepaid or delivered personally to the respective parties at the following addresses:

If to College:

Margaret E. McConnell, Assistant General Counsel  
Maricopa County Community College District  
2411 West 14<sup>th</sup> Street  
Tempe, AZ 85281-6942

If to School District:

Tolleson Union High School District No. 214  
Lexi Cunningham, Superintendent  
ATTN: Karyn Eubanks  
9801 West Van Buren Street  
Tolleson, AZ 85353



**440. LEGAL WORKER REQUIREMENTS.** To the extent applicable under Arizona Revised Statutes § 41-4401, each party may not award a contract to any contractor who fails, or whose subcontractors fail, to verify the employment eligibility through the e-verify program of any employee it hires, and who does not comply with federal immigration laws and regulations relating to their employees. As mandated by Arizona Revised Statutes § 41-4401, this provision provides notice of those requirements.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_ 2016.

**COLLEGE**

**SCHOOL DISTRICT**

\_\_\_\_\_  
By: Margaret E. McConnell, Assistant General Counsel

\_\_\_\_\_  
By: Lexi Cunningham, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attorney Approval: This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of Arizona to the Governing Board of the College.

\_\_\_\_\_  
By: Legal Counsel for College

Attorney Approval: This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of Arizona to the Governing Board of the School District.

  
\_\_\_\_\_  
By: Legal Counsel for School District

## EXHIBIT A

### FINANCIAL PROVISIONS

#### 1. APPROVED TUITION AND FEES APPLICABLE TO THIS AGREEMENT

- A. Payment of Tuition and Fees. The method of payment for tuition and fees will be agreed to by the Coordinating College and the High School. Generally speaking, however, a student enrolled in a Dual Enrollment Course is ultimately responsible for paying to College the applicable tuition and fees for each Course. Students who are unable to provide documentation that they are a United States citizen or other acceptable documentation that they are in the United States legally will be required to pay MCCCDC's out-of-state tuition. College may, at its sole discretion and based on a standardized process and criteria for all Maricopa County Community College District ("MCCCDC") colleges, provide Dual Enrollment Grants as described in Paragraph 4 based on financial need for any of the students enrolled in MCCCDC courses covered by this Agreement. School District may, at its sole discretion, provide scholarships for any of its students enrolled in MCCCDC courses covered by this Agreement. If School District pays those scholarships directly to MCCCDC on behalf of the student, School District must submit an approved list of scholarship recipients, including dollars awarded, to the appropriate college or colleges no later than the first day of dual enrollment classes offered under this Agreement.
- B. Payment for Instruction, Facilities and Materials. College agrees to pay School District \$1,000 per annualized Full-Time Student Equivalent ("FTSE") and an additional \$300 per annualized FTSE for ongoing use of computer labs and occupational and science lab equipment and supplies (pending full funding of dual enrollment in the fiscal year 2016/2017 budget). The purpose of those payments is to compensate School District for the reasonable cost of instructional services, facilities, and materials used in the MCCCDC courses covered by this Agreement. College will calculate annualized FTSE by dividing the total number of student credit hours, as of the official count day as specified in applicable state law, by 30. If State aid to community colleges for dual enrollment be reduced or eliminated, stipend amounts will necessarily be re-negotiated.
- C. Partial Payment. College may make a partial payment to School District at the beginning of each semester to cover administrative costs the School District has already incurred and for facility rentals. College will calculate the partial payment using the individual high school class rosters and applying the formula in Paragraph 1.B (that is, annualized FTSE times the appropriate dollar amount). Partial payment may not exceed 50% of the total projected compensation specified in Paragraph 1.B. College may offset any scholarship payments due from School District under Paragraph 1.A. against the partial payment.
- D. Reconciliation. Promptly after the official count day specified in Paragraph 1.B., College will make a written final reconciliation using actual enrollments as calculated in Paragraph 1.B., tuition and fees that students have paid directly, any scholarships that the School District has paid, any Dual Enrollment Grants provided, and any partial payment made to the School District under Paragraph 1.C. College will forward a copy of the final reconciliation to the School District. Any final payment due to School District from College or from School District to College will be made no later than 30 days after College receives an invoice from School District for payment.
- E. School District Scholarships. School District will make a good faith effort to reinvest funds received under Paragraph 1.B. in the dual enrollment program and/or in scholarships to economically disadvantaged students who are enrolled in courses offered under this Agreement.

#### 2. IDENTITY OF PERSON OR ENTITY RESPONSIBLE FOR PAYING STUDENT TUITION AND FEES

As specified in more detail in Paragraph 1A, the student is generally responsible for paying the College tuition and fees. In some cases, either the School District or MCCCDC may provide financial assistance, as specified in Paragraphs 1.A and 4.

#### 3. ADDITIONAL CHARGES

Other than tuition and fees, the College does not charge any additional fees.

#### 4. FINANCIAL AID POLICIES

Other than as specified in this Paragraph 4, MCCCCD offers no grant, scholarship or financial aid for the dual enrollment program. Additionally, the provision, if any, of any grant, scholarship or financial aid is subject to the requirements of MCCCCD policies and procedures, and relevant state statutes and regulations.

MCCCCD offers qualifying high school students attending Maricopa Community Colleges in dual enrollment programs the Dual Enrollment Grant program. High school students who cannot supply one of the 12 types of documentation specified under Arizona Revised Statutes §1-502 demonstrating that they are in the country legally may not apply for the Dual Enrollment Grant.

Student applicants must demonstrate "financial need" by completing the Dual Enrollment Grant Application Form and providing documentation of household income using the most recent years signed income tax return for the student and the parent or guardians. The need for financial assistance will be indicated if household income falls below 200 percent of the U.S. Health and Human Services Poverty Guidelines.

Student recipients from households that do not file income tax returns may demonstrate financial need if they provide documentation that, they themselves, their parents or a household member received benefits from any of the following federal benefits program: Supplemental Social Security, Food Stamps, Free or Reduced Price Lunch, TANF, or WIC.

RRRR. Grant awards may be applied toward resident tuition and registration fees in dual enrollment courses only, and will cover a maximum of eight credit hours per student per year. Students are responsible for all other fees and charges.

SSSS. Students must complete the first semester in which they enroll with a grade of A, B, or C in order to be eligible to receive a Dual Enrollment Grant for the following semester. Withdrawal from a course funded by a Dual Enrollment Grant after the last date for Official Course Withdrawal will disqualify a student for any additional grant awards while in high school. A disqualified student may request reconsideration based on extenuating circumstances. The award of an additional Dual Enrollment Grant will be at the College's discretion.

TTTT. College may not use Dual Enrollment Grant funds to support dual enrollment program costs such as salaries, operating supplies, and advertising.

UUUU. The MCCCCD Vice Chancellor for Business Services will notify each MCCCCD College annually of the amount available for the Dual Enrollment Grant Program from MCCCCD resources. Colleges may add to this allocation but must account for the scholarships in an account dedicated to dual enrollment scholarships. Such accounts will be established centrally.

VVVV. At the end of every fiscal year, using a standardized form, each College will report to both the MCCCCD Financial Aid Council and the MCCCCD Chancellor's Executive Council on the use of these scholarship resources.

5. **FORMAT FOR BILLING**

Paragraph 1 of this Exhibit describes the reimbursement that the College provides to the School District, the manner by which the College calculates it, and the School District expenses that the reimbursement is intended to address. If the School District owes College under Paragraph 1.D, School District will pay College based on the end-of-semester reconciliation specified in Paragraph 1.D.

6. **FULL TIME STUDENT EQUIVALENT**

Portion of that FTSE distributed to School District	<b>\$57245</b>
Amount School District returned to College	<b>\$10470</b>

## **EXHIBIT B**

### **TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES**

#### **COURSES AND CREDITS**

For complete course descriptions, refer to the current College catalog.

All courses listed with an asterisk are also offered to freshmen and sophomore students.

The number of students admitted for any Dual Enrollment Course shall not be less than       N/A       (        ) students per section and shall not exceed a maximum of       N/A       (        ) students per section.

#### **COURSES OFFERED**

Attached to this Exhibit are the course listings for each college offering courses with the School District. The description of courses offered includes course prefix, title, and credits. Courses listed are for the Fall 2016 and Spring 2017 semesters. Changes to the courses offered are effective as of the date stamped.



**\*EXHIBIT B  
ATTACHMENT – COURSES OFFERED**

**Name of College:** ESTRELLA MOUNTAIN COMMUNITY COLLEGE

**Name of School District:** TOLLESON DISTRICT NO. 214

**Name of High School:** LA JOYA COMMUNITY HIGH SCHOOL

<b>COURSE</b>	<b>TITLE</b>	<b>CREDITS</b>
*CIS 105	SURVEY OF COMPUTER INFORMATION SYSTEMS	3
*CIS 151	COMPUTER GAME DEVELOPMENT LEVEL I	3
MAT 220	CALCULUS WITH ANALYTIC GEOMETRY I	5
*OAS 120	FINANCIAL RECORD KEEPING	3
*ECH 176	CHILD DEVELOPMENT	3
*MKT 271	PRINCIPLES OF MARKETING	3
ENG 101	FIRST YEAR COMPOSITION	3
ENG 102	FIRST YEAR COMPOSITION	3
*MAT 182	PLANE TRIGONOMETRY	3
*MAT 151	COLLGE ALGEBRA FUNCTIONS	4
*CIS 133 DA	INTERNET/WEB DEVELOPMENT LEVEL I	3
*CUL 101	CULINARY FUNDAMENTALS-CULINARY BASICS	3
*CUL 102	CULINARY FUNDAMENTALS-HOT FOODS	3
*CUL 103	CULINARY FUNDAMENTALS-BREAKFAST AND GARDE MANGER	3
*CUL 104	CULINARY FUNDAMENTALS- BAKERY AND PASTRY	3
*HIS 102	HISTORY OF WESTERN CIVILAZATION 1789-PRESENT	3
*SPA 101	ELEMENTARY SPANISH I	4
*SPA 102	ELEMENTARY SPANISH II	4
*SPA 201	INTERMEDIATE SPANISH I	4
*SPA202	INTERMEDIATE SPANISH II	4
*HCC 146	MEDICAL TERMINOLOGY FOR HEALTH CARE WORKERS	2
*GBS 151	INTRODUCTION TO BUSINESS	3
*CIS 120 DF	ADOBE PHOTOSHOP LEVEL I	3
*CIS 120 DB	COMPUTER GRAPHICS ADOBE ILLUSTRATOR	3
*CIS 120 DC	ADOBE PHOTOSHOP LEVEL II ADVANCED DIGITAL IMAGING	3
*CIS 159	VISUAL BASIC PROGRAMING I	3
*CIS 233 DC	INTERNET DEVELOPMENT DREAM WEAVER	3
SOC 101	INTRODUCTION TO SOCIOLOGY	3
MAT 206	ELEMENTS OF STATISTICS	3
MAT 187	PRE-CALCULUS	5

*\* All courses listed with an asterisk are also offered to freshman and sophomore students.*

<b>EFFECTIVE AS OF DATE STAMPED</b>
<i>For Office of General Counsel Use Only</i>





**EXHIBIT B  
ATTACHMENT - COURSES OFFERED**

Name of College: ESTRELLA MOUNTAIN COMMUNITY COLLEGE

Name of School District: TOLLESON DISTRICT NO. 214

Name of High School: SIERRA LINDA HIGH SCHOOL

COURSE	TITLE	CREDITS
*CIS 105	SURVEY OF COMPUTER INFORMATION SYSTEMS	3
*CIS 151	COMPUTER GAME DEVELOPMENT LEVEL I	3
MAT 220	CALCULUS WITH ANALYTIC GEOMETRY I	5
*OAS 120	FINANCIAL RECORD KEEPING	3
*ECH 176	CHILD DEVELOPMENT	3
*MKT 271	PRINCIPLES OF MARKETING	3
ENG 101	FIRST YEAR COMPOSITION	3
ENG 102	FIRST YEAR COMPOSITION	3
*MAT 182	PLANE TRIGONOMETRY	3
*MAT 151	COLLGE ALGEBRA FUNCTIONS	4
*CIS 133 DA	WEB DESIGN	3
*HCC 146	COMMON MEDICAL TERMINOLGY FOR HEALTH CARE WORKERS	2
* HIS 101	HISTORY OF WESTERN CIVILAZATION MID AGES TO 1789	3
*HIS 102	HISTORY OF WESTERN CIVILAZATION 1789-PRESENT	3
*SPA 101	ELEMENTARY SPANISH I	4
*SPA 102	ELEMENTARY SPANISH II	4
*SPA 201	INTERMEDIATE SPANISH I	4
*SPA202	INTERMEDIATE SPANISH II	4
*CUL 101	CULINARY FUNDAMENTALS- CULINARY BASICS	3
*CUL 102	CULINARY FUNDAMENTALS-HOT FOODS	3
*CUL 103	CULINARY FUNDAMENTALS- BREAKFAST AND GARDE MANGER	3
*CUL 104	CULINARY FUNDAMENTALS-BAKERY AND PASTRY	3
*GBS 151	INTRODUCTION TO BUSINESS	3
*CIS 120 DF	ADOBE PHOTOSHOP LEVEL I	3
*CIS 120 DB	COMPUTER GRAPHICS ADOBE ILLISTRATOR	3
*CIS 120 DC	ADOBE PHOTOSHOP LEVEL II ADVANCED DIGITAL IMAGING	3
*CIS 159	VISUAL BASIC PROGRAMING I	3
*CIS 233 DC	INTERNET DEVELOPMENT DREAM WEAVER	3
SOC 101	INTRODUCTION TO SOCIOLOGY	3
MAT 206	ELEMENTS OF STATISTICS	3
MAT 187	PRE -CALCULUS	5

*\* All courses listed with an asterisk are also offered to freshman and sophomore students.*

EFFECTIVE AS OF DATE STAMPED
<i>For Office of General Counsel Use Only</i>



**EXHIBIT B  
ATTACHMENT - COURSES OFFERED**

Name of College: ESTRELLA MOUNTAIN COMMUNITY COLLEGE

Name of School District: TOLLESON DISTRICT NO. 214

Name of High School: TOLLESON HIGH SCHOOL

COURSE	TITLE	CREDITS
*CIS 105	SURVEY OF COMPUTER INFORMATION SYSTEMS	3
*CIS 151	COMPUTER GAME DEVELOPMENT LEVEL I	3
*OAS 120	FINANCIAL RECORD KEEPING	3
*ECH 176	CHILD DEVELOPMENT	3
*MKT 271	PRINCIPLES OF MARKETING	3
*CIS 133 DA	INTERNET/WEB DEVELOPMENT LEVEL I	3
*CUL 101	CULINARY FUNDAMENTALS-CULINARY BASICS	3
*CUL 102	CULINARY FUNDAMENTALS-HOT FOODS	3
*CUL 103	CULINARY FUNDAMENTALS-BREAKFAST AND GARDE MANGER	3
*CUL 104	CULINARY FUNDAMENTALS- BAKERY AND PASTRY	3
*HCC 146	MEDICAL TERMINOLOGY FOR HEALTH CARE WORKERS	2
*GBS 151	INTRODUCTION TO BUSINESS	3
*CIS 120 DF	ADOBE PHOTOSHOP LEVEL I	3
*CIS 120 DB	COMPUTER GRAPHICS ADOBE ILLISTRATOR	3
*CIS 120 DC	ADOBE PHOTOSHOP LEVEL II ADVANCED DIGITAL IMAGING	3
*CIS 159	VISUAL BASIC PROGRAMING I	3
*CIS 233 DC	INTERNET DEVELOPMENT DREAM WEAVER	3
MAT 220	CALCULUS WITH ANALYTIC GEOMETRY I	5
ENG 101	FIRST YEAR COMPOSITION	3
ENG 102	FIRST YEAR COMPOSITION	3
*MAT 182	PLANE TRIGONOMETRY	3
*MAT 151	COLLGE ALGEBRA FUNCTIONS	4
*HIS 101	HISTORY OF WESTERN CIVILAZATION MID AGES TO 1789	3
*HIS 102	HISTORY OF WESTERN CIVILAZATION 1789-PRESENT	3
*SPA 101	ELEMENTARY SPANISH I	4
*SPA 102	ELEMENTARY SPANISH II	4
*SPA 201	INTERMEDIATE SPANISH I	4
*SPA202	INTERMEDIATE SPANISH II	4
ECE 102	ENGINEERING ANALYSIS TOOLS	2
SOC 101	INTRODUCTION TO SOCIOLOGY	3
MAT 206	ELEMENTS OF STATISTICS	3
MAT 187	PRE-CALCULUS	5

\* All courses listed with an asterisk are also offered to freshman and sophomore students.

<b>EFFECTIVE AS OF DATE STAMPED</b>
<i>For Office of General Counsel Use Only</i>

**EXHIBIT B  
ATTACHMENT - COURSES OFFERED**

**Name of College:** ESTRELLA MOUNTAIN COMMUNITY COLLEGE

**Name of School District:** TOLLESON DISTRICT NO. 214

**Name of High School:** UNIVERSITY HIGH SCHOOL

<b>COURSE</b>	<b>TITLE</b>	<b>CREDITS</b>
MAT 220	CALCULUS WITH ANALYTIC GEOMETRY I	5
ENG 101	FIRST YEAR COMPOSITION	3
ENG 102	FIRST YEAR COMPOSITION	3
*MAT 182	PLANE TRIGONOMETRY	3
*MAT 151	COLLGE ALGEBRA FUNCTIONS	4
*HIS 101	HISTORY OF WESTERN CIVILAZATION MID AGES TO 1789	3
*HIS 102	HISTORY OF WESTERN CIVILAZATION 1789-PRESENT	3
*SPA 101	ELEMENTARY SPANISH I	4
*SPA 102	ELEMENTARY SPANISH II	4
*SPA 201	INTERMEDIATE SPANISH I	4
*SPA202	INTERMEDIATE SPANISH II	4
ECE 102	ENGINEERING ANALYSIS TOOLS	2
SOC 101	INTRODUCTION TO SOCIOLOGY	3
MAT 206	ELEMENTS OF STATISTICS	3
MAT 187	PRE- CALCULUS	5

*\* All courses listed with an asterisk are also offered to freshman and sophomore students.*

EFFECTIVE AS OF DATE STAMPED
<p><i>For Office of General Counsel Use Only</i></p>

**EXHIBIT B  
ATTACHMENT - COURSES OFFERED**

**Name of College:** ESTRELLA MOUNTAIN COMMUNITY COLLEGE

**Name of School District:** TOLLESON DISTRICT NO. 214

**Name of High School:** WESTVIEW HIGH SCHOOL

<b>COURSE</b>	<b>TITLE</b>	<b>CREDITS</b>
*CIS 105	SURVEY OF COMPUTER INFORMATION SYSTEMS	3
*CIS 151	COMPUTER GAME DEVELOPMENT LEVEL I	3
MAT 220	CALCULUS WITH ANALYTIC GEOMETRY I	5
*OAS 120	FINANCIAL RECORD KEEPING	3
*ECH 176	CHILD DEVELOPMENT	3
*MKT 271	PRINCIPLES OF MARKETING	3
ENG 101	FIRST YEAR COMPOSITION	3
ENG 102	FIRST YEAR COMPOSITION	3
*MAT 182	PLANE TRIGONOMETRY	3
*MAT 151	COLLGE ALGEBRA FUNCTIONS	4
*CIS 133 DA	INTERNET/WEB DEVELOPMENT	3
*CUL 101	CULINARY FUNDAMENTALS-CULINARY BASICS	3
*CUL 102	CULINARY FUNDAMENTALS-HOT FOODS	3
*CUL 103	CULINARY FUNDAMENTALS-BREAKFAST AND GARDE MANGER	3
*CUL 104	CULINARY FUNDAMENTALS- BAKERY AND PASTRY	3
*HIS 102	HISTORY OF WESTERN CIVILAZATION 1789-PRESENT	3
*SPA 101	ELEMENTARY SPANISH I	4
*SPA 102	ELEMENTARY SPANISH II	4
*SPA 201	INTERMEDIATE SPANISH I	4
*SPA202	INTERMEDIATE SPANISH II	4
HCC 146	MEDICAL TERMINOLOGY FOR HEALTH CARE WORKERS	2
*GBS 151	INTRODUCTION TO BUSINESS	3
*CIS 120 DF	ADOBE PHOTOSHOP LEVEL I	3
*CIS 120 DB	COMPUTER GRAPHICS ADOBE ILLISTRATOR	3
*CIS 120 DC	ADOBE PHOTOSHOP LEVEL II ADVANCED DIGITAL IMAGING	3
*CIS 159	VISUAL BASIC PROGRAMING I	3
*CIS 233 DC	INTERNET DEVELOPMENT DREAM WEAVER	3
SOC 101	INTRODUCTION TO SOCIOLOGY	3
MAT 206	ELEMENTS OF STATISTICS	3
MAT 187	PRE-CALCULUS	5

*\* All courses listed with an asterisk are also offered to freshman and sophomore students.*

<b>EFFECTIVE AS OF DATE STAMPED</b>
<i>For Office of General Counsel Use Only</i>



# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016

**AGENDA SUBJECT:** Intergovernmental Agreement with Buckeye Union High School District  
– Alternative and Special Education Services – 2016-2017 School Year

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**PURPOSE:**

Administration seeks Governing Board approval of the Intergovernmental Agreement with Buckeye Union High School District for Alternative and Special Education Services for the 2016-2017 school year.

**BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:**

Buckeye Union High School District has built a free standing facility that will house a private day school level of service for their students and surrounding districts which choose to participate in the IGA. The six (6) District students that will be served are students who previously received special education at ACCEL, a private day school located at 35<sup>th</sup> Avenue and Peoria Avenue. ACCEL staff will continue to provide the educational services at the Buckeye facility.

**STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:**

Students will be served in a school setting closer to their homes.

**BUDGET IMPACT AND COSTS:**

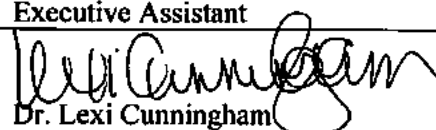
The District will pay a \$3,000 per student facility fee to Buckeye Union High School District.

**RECOMMENDATION:**

It is recommended that the Governing Board approve the Intergovernmental Agreement with Buckeye Union High School District for Alternative and Special Education Services for the 2016-2017 school year.

Submitted by: Karyn Morse Eubanks  
Executive Assistant

Date: June 3, 2016

Reviewed by:   
Dr. Lexi Cunningham  
Superintendent

Date: June 3, 2016

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
BUCKEYE UNION HIGH SCHOOL DISTRICT  
AND  
TOLLESON UNION HIGH SCHOOL DISTRICT  
FOR  
ALTERNATIVE AND SPECIAL EDUCATION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made by and between Buckeye Union High School District, (“BUHSD”), and Tolleson Union High School District, (“TUHSD”).

**RECITALS**

WHEREAS BUHSD and TUHSD are authorized to provide alternative and special education services pursuant to A.R.S. §15-341(A)(27) and §15-342(20), and the Individuals with Disabilities Education Act 2004 (IDEA); and

WHEREAS BUHSD and TUHSD are authorized to enter into an intergovernmental agreement pursuant to A.R.S. § 15-342 and A.R.S. § 11-952 to jointly exercise powers common to both parties, such as the provision of alternative and special education services; and

WHEREAS BUHSD operates a program for students who require alternative and special education services known as (the “Educational Program”); and

WHEREAS TUHSD desires to utilize BUHSD’s Educational Program as a placement option for TUHSD students who require alternative and special education services; and

WHEREAS, BUHSD desires to allow placement of TUHSD students to the extent that space is available to accommodate such students.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties hereby agree as follows:

**Section 1. Term**

The initial term of this Agreement shall be a period of twelve (12) months, commencing on July 1, 2016, and continuing until June 30, 2017. This Agreement may be renewed annually for each successive calendar year, upon approval by both Parties.



## Section 2. Eligible Students

Special education services shall be provided to students identified with an emotional disability (ED) and other students by mutual agreement of the parties.

## Section 3. BUHSD Responsibilities

3.1 BUHSD shall provide adequate classroom space(s), together with desks, chairs and other necessary furnishings for the students and Staff Members. All utilities, cleaning and maintenance of the classroom(s) shall be provided by BUHSD.

3.2 BUHSD shall provide all materials and supplies it deems necessary to the efficient running of the Educational Program.

3.3 BUHSD shall provide adequate personnel, including but not limited to an appropriately certified and highly qualified teacher, to deliver alternative educational and special education services as provided herein.

3.4 BUHSD shall make breakfast and lunch available to participating students.

3.5 BUHSD shall submit a weekly student attendance report to TUHSD. All reports shall be signed by the designated classroom teacher, and submitted to TUHSD by the designated campus administrator.

3.6 BUHSD shall be responsible for the providing and paying for the provision of FAPE to BUHSD students only.

## Section 4. TUHSD Responsibilities

4.1 TUHSD shall timely compensate BUHSD for the services provided under this agreement pursuant to requirements of Section 5 of this Agreement.

4.2 TUHSD shall be solely responsible for providing and paying for the provision of FAPE to TUHSD students.

4.3 Notwithstanding the provisions of Section 9 of this Agreement, TUHSD shall indemnify, defend, and hold harmless BUHSD in the event that a claim is brought under the Individuals with Disabilities Education Act (20 U.S.C. § 1400 et. seq.) pertaining to a TUHSD student.

## Section 5. The Educational Program

- 5.1 The Educational Program provided by BUHSD shall include a curriculum approved by the Arizona Department of Education and a structured behavioral/academic/therapeutic program. The program shall include behavior management services, the implementation of Individual Education Programs (“IEP”), and all necessary reporting.
- 5.2 The Educational Program shall follow the school calendar of BUHSD; the hours of the Educational Program operation shall be determined in relation to school hours at BUHSD, and by the minimum requirements set by the State.
- 5.3 Student IEP goals will be determined by the student’s IEP team, and may include, but are not limited, to areas such as social skills development, problem solving and decision-making, conflict resolution and behavioral contracting, academic goals, and other domains of learning deemed appropriate by the IEP team. The IEP team will consist of at least one staff member from BUHSD and one staff member from TUHSD. In all cases, the IEP team shall include those individuals required by law to be present, unless the participation of that member is appropriately waived in accordance with applicable IDEA procedures relating to participation of meeting participants.
- 5.4 The ED-P Educational Program provided by BUHSD will include counseling as a related service but will not include speech therapy, occupational therapy, physical therapy or other related services. BUHSD and TUHSD may agree for the provision of these services pursuant to the Learning Center 2016-17 Fee Schedule.
- 5.5 The Educational Program provided by BUHSD for all special education categories other than ED-P programs will include counseling, speech therapy and occupational therapy but will not include physical therapy or other related services. BUHSD and TUHSD may agree for the provision of these services pursuant to a contract addendum per the Learning Center 2016-17 Fee Schedule.
- 5.6 BUHSD shall not provide transportation for TUHSD students unless otherwise agreed upon by the parties pursuant to a contract addendum.

## Section 6. Compensation

In order to compensate BUHSD for the costs associated with the Educational Program, TUHSD shall provide payment to BUHSD as follows:

- 6.1 BUHSD shall invoice TUHSD for services in accordance with the fee schedule attached hereto as Exhibit “A” and incorporated herein by this reference.
- 6.2 BUHSD shall submit monthly invoices to TUHSD based upon the number of students at the monthly cost. TUHSD shall pay the invoice within fifteen (15) days of receipt of the invoice.

## Section 7. Termination of Agreement

- 7.1 In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State or County, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract. A cancellation made pursuant to this provision shall be effective when a party receives written notice of the cancellation unless the notice specifies a later time.
- 7.2 Either Party may terminate this Agreement for a material breach of this Agreement upon 30 days' written notice to the other Party at the addresses indicated below. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by either Party's Governing Board to withdraw from this Agreement. At the time of termination, BUHSD shall invoice the TUHSD for all services provided to that date. Invoices shall be paid within 30 days thereafter.
- 7.3 If either Party'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 either Party may provide written notice of this to the other Party and cancel this Agreement without further obligation. Appropriation is a legislative act and is beyond the control of both Parties.

## Section 8. Disposition of Property Upon Termination of Agreement

The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement; however, to the extent such disposition is necessary, property shall be returned to its original owner.

## Section 9. Compliance with Applicable Laws

- 9.1 The parties, their employees and agents shall comply with applicable federal and state laws pertaining to the maintenance and disclosure of student records, including 20 U.S.C. §1232(g) of the Family Educational Rights and Privacy Act ("FERPA") and A.R.S. §15-141 and §15-142. The parties hereby designate their respective employees as "school officials" for the purposes of 34 C.F.R. § 99.31.
- 9.2 Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.
- 9.3 Both parties agree to comply with all applicable federal, state, and local laws governing the parties' obligations under this agreement.

## Section 10. Insurance and Indemnification.

- 10.1 BUHSD agrees to procure and maintain throughout the duration of this Agreement such policies of general, professional liability and other insurance as shall be necessary to insure BUHSD, its employees, agents, invitees, students and contractors against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of any service by BUHSD, its employees, agents and contractors pursuant to this agreement.
- 10.2 TUHSD agrees to procure and maintain throughout the duration of this Agreement such policies of general, professional liability and other insurance as shall be necessary to insure TUHSD, its employees, agents, invitees, students and contractors against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of any service by TUHSD, its employees, agents, contractors, invitees or students pursuant to this agreement.
- 10.3 Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

## Section 11. Dispute Resolution

In the event of any disputes between the parties arising with respect to the performance or interpretation of this agreement, the parties shall attempt to resolve these disputes in an amicable manner through negotiations between designated representatives of the parties who have authority to settle the dispute.

## Section 12. Miscellaneous

- 12.1 This Agreement contains the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements and understandings between the parties respecting the subject matter hereof. Should any provision of the Agreement be held to be invalid, void or unenforceable, or waived whether by conduct or otherwise, in any one or more instances, it shall not affect the enforceability of the remaining provisions of this Agreement which shall be read as if such term or provision held invalid, void, unenforceable or waived were never part hereof. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- 12.2 No supplement, modification or amendment of any term, provision or condition of this Agreement shall be binding or enforceable unless executed in writing by the parties hereto.

12.3 Each Party hereto represents and warrants to the other as follows:

- (a) This Agreement has been duly authorized by such Party by all requisite corporate action and such Party has the corporate power and authority to execute and deliver, and to perform its obligations under, this Agreement.
- (b) This Agreement constitutes a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally.

12.4 No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12.5 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

12.6 In any case where any notice or other communication is required or permitted to be given hereunder, such notice or communication shall be in writing and (a) personally delivered, (b) sent by certified United States mail, postage prepaid, return receipt requested, (c) transmitted by telecopy (with confirmation of receipt received) or (d) sent by way of a recognized overnight courier service, postage prepaid, return receipt requested, with instructions to deliver on the next business day, in each case as follows:

- (i) If to BUHSD, to:

Buckeye Union High School District  
1000 E Narramore Avenue  
Buckeye, AZ 85326  
Attention: Eric Godfrey, Superintendent of BUHSD

- (ii) If to TUHSD, to:

Tolleson Union High School District  
9801 W. Van Buren Street  
Tolleson, AZ 85353  
Attention: Superintendent's Office

All such notices or other communications shall be deemed to have been given or received (a) upon receipt if personally delivered, (b) on the fifth day following posting if by certified United States mail, (c) when sent if by confirmed telecopy or (d) on the next business day following deposit with an overnight courier if sent by an overnight courier.

12.7 Any litigation arising out of this Agreement shall be brought in the courts of the State of Arizona, and the laws of Arizona shall apply.

12.8 This Agreement must be submitted to legal counsel for each Party for a determination that it is in proper form before it is effective.

12.9 The parties shall comply with the fingerprinting requirements of A.R.S. § 15- 512 unless otherwise exempted.

This Agreement shall not become effective until appropriate action has been taken by each district's Governing Board during a properly noticed Governing Board meeting and the parties have signed the Agreement as provided below.

**BUCKEYE UNION HIGH SCHOOL DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2016

**TOLLESON UNION HIGH SCHOOL DISTRICT #214**

By: \_\_\_\_\_

Name: Dr. Lexi Cunningham

Title: Superintendent

Date: June 14, 2016

**Buckeye Union High School District  
Learning Center – 2016-17 Fee Schedule**

<b><i>ED-P Services (Desert Choice Schools)</i></b>	
<b><u>Tuition (Annual):</u></b>	
Tuition (Annual)	\$25,391
Prorated Daily Tuition	\$141.06
<b><u>Related Services:</u></b>	
Counseling	Included
Speech	\$85/hour
Occupational Therapy	\$85/hour
Visually Impaired Therapy Services	\$90/hour
Physical Therapy	\$65/hour
Nursing Services	\$55/hour
<b><u>Transportation Services:</u></b>	
Per Route Mile	\$2.56

<b><i>High Functioning Autism and Autism Spectrum Disorders (Desert Choice Schools)</i></b>	
Tuition (Annual)	\$26,196
Prorated Daily Tuition	\$145.53
<b><u>Related Services:</u></b>	
Counseling	Included
Speech	\$85/hour
Occupational Therapy	\$85/hour
Visually Impaired Therapy Services	\$90/hour
Physical Therapy	\$65/hour
Nursing Services	\$55/hour
<b><u>Transportation Services:</u></b>	
Per Route Mile	\$2.56

<b><i>Self Contained (Level C) and Alternative to Suspension (Desert Choice Schools)</i></b>	
Tuition (Annual)	\$15,454
Prorated Daily Tuition	\$85.86
<b><u>Related Services:</u></b>	
Counseling	Included
Speech	\$85/hour
Occupational Therapy	\$85/hour
Visually Impaired Therapy Services	\$90/hour
Physical Therapy	\$65/hour
Nursing Services	\$55/hour
<b><u>Transportation Services:</u></b>	
Per Route Mile	\$2.56

<b>Life Skills Class (Desert Choice Schools)</b>	
Tuition (Annual)	\$29,157
Prorated Daily Tuition	\$161.98
<b><u>Related Services:</u></b>	
Counseling	Included
Speech	\$85/hour
Occupational Therapy	\$85/hour
Visually Impaired Therapy Services	\$90/hour
Physical Therapy	\$65/hour
Nursing Services	\$55/hour
<b><u>Transportation Services:</u></b>	
Per Route Mile	\$2.56

<b>On-Line General Education/Alternative Education (Desert Choice Schools)</b>	
Tuition (Annual)	\$15,454
Prorated Daily Tuition	\$85.86
<b><u>Related Services:</u></b>	
Counseling	Included
Speech	\$85/hour
Occupational Therapy	\$85/hour
Visually Impaired Therapy Services	\$90/hour
Physical Therapy	\$65/hour
Nursing Services	\$55/hour
<b><u>Transportation Services:</u></b>	
Per Route Mile	\$2.56

<b>Autism/Cognitive &amp; Medically Impaired Services</b>	
<b><u>ACCEL Provided Related Services:</u></b>	
Speech and/or Occupational Therapy	\$2,000/student per year prorated
<b><u>BUHSD Provided Related Services:</u></b>	
Annual Autism/Cognitive & Medically Impaired Facility Use Fee (Tuition Billed through ACCEL)	\$3,000
Visually Impaired Therapy Services	\$90/hour
Physical Therapy	\$65/hour
Nursing Services	\$55/hour
Counseling Services	\$75/hour
<b><u>Transportation Services:</u></b>	
Per Route Mile	\$2.56



<b><i>Alternative Education Tuition (Annual):</i></b>	
Middle School	\$3,500
High School	\$3,500
<b><i>Related Services:</i></b>	
Counseling	Included
Speech	\$85/hour
<b><i>Transportation Services:</i></b>	
Per Route Mile	\$2.56

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016

**AGENDA SUBJECT:** Intergovernmental Agreement Regarding Use and Operation of Swimming Pool – City of Tolleson – Summer 2016

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**PURPOSE:**

Administration seeks Governing Board approval of the Intergovernmental Agreement Regarding Use and Operation of Swimming Pool with the City of Tolleson for Summer 2016.

**BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:**

The City of Tolleson and the District desire to operate a swimming pool program at Tolleson Union High School. The District will retain sole responsibility for the management, maintenance, and control of the swimming pool during the term of the Agreement. The City will provide funding to help offset the costs associated with the operation of the swimming pool program.

**STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:**

This Agreement provides for the operation of the swimming pool program that serves recreational and educational purposes and which are in the best interests of the District and the community.

**BUDGET IMPACT AND COSTS:**

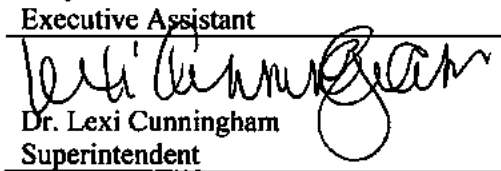
The City of Tolleson shall pay the District the sum of \$45,000 to assist with the costs of running the pool program.

**RECOMMENDATION:**

It is recommended that the Governing Board approve the Intergovernmental Agreement Regarding Use and Operation of Swimming Pool with the City of Tolleson for Summer 2016.

Submitted by: Karyn Morse Eubanks  
Executive Assistant

Date: June 3, 2016

Reviewed by:   
Dr. Lexi Cunningham  
Superintendent

Date: June 3, 2016

RESOLUTION NO. 2295

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 OF MARICOPA COUNTY, ARIZONA AND THE CITY OF TOLLESON RELATING TO THE 2016 SWIMMING POOL PROGRAM AND JOINT FACILITY USE; AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, as follows:

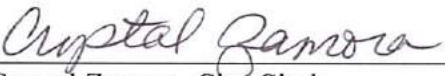
Section 1. The Intergovernmental Agreement between Tolleson Union High School District No. 214 of Maricopa County, Arizona (the "District"), and the City of Tolleson (the "City"), relating to the use of District facilities for the City's 2016 swimming pool program (the "Agreement"), is hereby approved in the form on file with the City Clerk.

Section 2. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.


**PASSED AND ADOPTED** by the Mayor and Council of the City of Tolleson, Arizona, on this 10th day of May, 2016.

  
\_\_\_\_\_  
Adolfo F. Gámez, Mayor

ATTEST:

  
\_\_\_\_\_  
Crystal Zamora, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Shiela B. Schmidt, City Attorney

**INTERGOVERNMENTAL AGREEMENT  
REGARDING USE AND OPERATION OF SWIMMING POOL**

**PROGRAM YEAR 2016-2017**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made by and between the CITY OF TOLLESON, an Arizona municipal corporation (the "City"), and TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 OF MARICOPA COUNTY, a political subdivision of the State of Arizona (the "District").

**RECITALS**

**WHEREAS**, the parties have the legal capacity to enter into this Agreement pursuant to Ariz. Rev. Stat. §§ 11-952, 15-1105 and 15-364; and

**WHEREAS**, the District owns and operates a swimming pool (the "Pool"); and

**WHEREAS**, the City desires to use the Pool to operate a swimming pool program from approximately May 1, 2016 through approximately September 2, 2016 (the "Swimming Pool Program" or "Program"); and

**WHEREAS**, the City and the District desire to jointly operate the Swimming Pool Program as more particularly set forth in this Agreement; and

**WHEREAS**, both parties agree that the City's use of the Pool serves a recreational and educational purpose that is in the best interest of the community.

**AGREEMENT**

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

1. **Purpose.** This Agreement is executed for the purpose of allowing the City to use the Pool and establishing operational arrangements with respect to such use.

2. **Duration.** This Agreement shall be effective as of May 1, 2016 (the "Effective Date") and shall expire April 30, 2017 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed by written amendment for up to four successive one-year terms (each a "Renewal Term") subject to the mutual agreement of the parties and availability and appropriation of funds for renewal in each subsequent year. The Initial Term

and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

3. Responsibilities of the District.

a. The District shall have sole responsibility for the management, maintenance, and control of the Pool and any related facilities or structures during the Term of this Agreement, including general and daily maintenance of the Pool in accordance with accepted health regulations.

b. The District shall coordinate and supervise the day-to-day operations of the Swimming Pool Program with input from the City.

c. To offset operational costs, the District shall contribute a portion of the funding generated from entrance fees, swim lessons, and all other revenues towards the Pool Program and the maintenance costs of the Pool, related facilities and structures during the operation of the Swimming Pool Program.

d. Aside from its obligation in Paragraph (3)(c), the District shall have no obligation to contribute any funding towards the personnel costs of the Swimming Pool Program, but shall facilitate the hiring process of the Swimming Pool Program personnel, including cashiers, lifeguards, swim lesson instructors, and supervisory personnel.

e. The District shall assure compliance with all applicable state and federal regulations with respect to the operation and maintenance of the Pool.

f. The District shall account for any monies paid by the City to the District and shall demonstrate and account for use of such monies upon request by the City.

g. The District shall be responsible for the physical facility of the Pool and the surrounding area, including the shade structure; shall retain ownership of the same; and shall maintain adequate property insurance to compensate for any accidental loss or destruction of the facility.

h. The District will provide for the costs of facility maintenance, utilities, and District-level administration, as needed, on a year-round basis.

4. Responsibilities of the City.

a. The City shall pay to the District the sum of \$45,000.00 on or before May 16, 2016 to assist with the costs of the Swimming Pool Program.

b. The City shall have use of the Pool provided such use does not conflict with previously scheduled Pool or District activities. The City and the District shall cooperate to coordinate such activities.

c. The Assistant City Manager, or authorized designee, shall act as a liaison between the City and the District.

d. The City shall provide input as to the day-to-day operations of the Swimming Pool Program and Swimming Pool Program personnel.

5. Authority. The decision-making authority with respect to the Swimming Pool Program under this Agreement is vested in City Council. This Agreement has been approved by each party at a duly noticed meeting of the public entities.

6. Termination.

a. Either party may terminate this Agreement with or without cause upon giving the other party sixty (60) days' written notice of such termination.

b. Either party may cancel this Agreement for conflict of interest pursuant to Ariz. Rev. Stat. § 38-511.

c. If the actual costs incurred for operation of the Swimming Pool Program cause the District to operate the Program at a loss, the District may terminate this Agreement by giving the City thirty (30) days' written notice of such termination. Subject to approval by the District, and subject to the availability and appropriation of funds, the City may provide additional funds to the District in order to extend the District's obligations under this Agreement.

7. Continuation Subject to Appropriation. The performance by the parties of its obligations under this Agreement is subject to actual availability of funds appropriated by each party for such purposes. Each party to the Agreement shall be the sole judge and authority in determining the availability of funds under the Agreement and each party shall keep the other party fully informed as to the availability of funds for its obligations. The obligation of each party to fund any obligation pursuant to the Agreement is a current expense of such party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the party. If either party fails to appropriate money sufficient to meet its obligations as set forth in the Agreement during any immediately succeeding fiscal year, the Agreement shall terminate at the end of then-current fiscal year and each party to the Agreement shall thereafter be relieved of any subsequent obligation under the Agreement.

8. Assignment. Neither party shall assign any rights under this Agreement without prior written consent of the other party.

9. Governing Laws; Attorneys' Fees. This Agreement shall be governed and interpreted according to the laws of the State of Arizona. In the event of any litigation or arbitration arising out of this Agreement, the prevailing party in such litigation or arbitration shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and other costs of litigation.

10. Indemnification. To the extent permitted by law, each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents



With copy to: Udall Shumway, P.L.C.  
1138 North Alma School Road  
Mesa, Arizona 85201  
Facsimile: (480) 833-9392  
Attn: Denise Lowell-Britt, Esq.

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (iv) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

13. Employment Status. Except as otherwise provided by law, in the performance of duties and activities under this Agreement, all parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The officers, employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party.

14. E-verify Requirements. To the extent applicable under Ariz. Rev. Stat. § 41-4401, each Party and its respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under Ariz. Rev. Stat. § 23-214(A). Each party has the right to inspect the papers of the other party or its subcontractors participating in this Agreement to ensure compliance with this paragraph. A party's or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by a non-breaching party under the terms of this Agreement.

15. Compliance with Non-Discrimination Laws. The parties agree to comply with all provisions of applicable federal, state, and local laws relating to non-discrimination, equal employment opportunity, and the Americans with Disabilities Act. The parties agree to comply with Executive Order No. 75-5, dated April 28, 1975, as amended by Arizona Governor's Executive Order 99-4, dated January 29, 1999, as may be amended from time to time.

16. Disposition of Property. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement; however, to the extent such disposition is necessary, property shall be returned to its original owner.

17. Complete Agreement. This Agreement constitutes the complete agreement between the parties and supersedes all prior negotiations, representations, and understandings as to the matters contained herein. The terms and conditions of this Agreement shall not be



modified or waived except as agreed to in writing by the party against whom such modifications or waiver is to be enforced.

[SIGNATURES ON FOLLOWING PAGE]

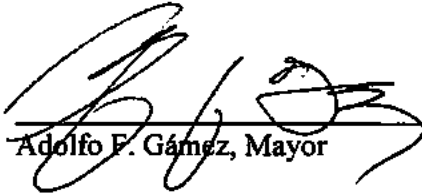
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

“City”

“District”

**CITY OF TOLLESON**, an Arizona  
municipal corporation

**TOLLESON UNION HIGH SCHOOL  
DISTRICT NO. 214 OF MARICOPA  
COUNTY**, a political subdivision of the State  
of Arizona



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Adolfo F. Gámez, Mayor

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Steven Chapman, Governing Board President

Date: May 18, 2016

Date: \_\_\_\_\_

ATTEST:

ATTEST:



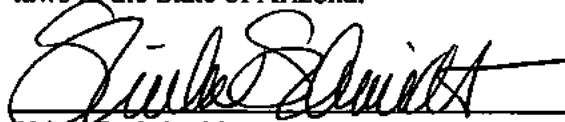
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Crystal Zamora, City Clerk

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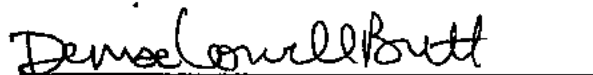
Lexi Cunningham, Superintendent

In accordance with the requirements of Ariz. Rev. Stat. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.



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Shiela B. Schmidt  
Attorney for City of Tolleson



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Denise Lowell-Britt  
Attorney for Tolleson Union High School  
District No. 214

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016

**AGENDA SUBJECT:** Minutes – May 24, 2016 Regular Meeting and June 7, 2016 Special Meeting and Executive Session

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**PURPOSE:**

Administration seeks Governing Board approval of the May 24, 2016 Regular Meeting and June 7, 2016 Special Meeting and Executive Session minutes. All Governing Board members were present.

**BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:**

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

**STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:**

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

**BUDGET IMPACT AND COSTS:**

N/A

**RECOMMENDATION:**

It is recommended that the Governing Board approve the May 24, 2016 Regular Meeting and June 7, 2016 Special Meeting and Executive Session minutes.

Submitted by: Karyn Morse Eubanks  
Executive Assistant Date: June 8, 2016

Reviewed by: Dr. Lexi Cunningham  
Superintendent Date: June 8, 2016



## TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214

### GOVERNING BOARD MINUTES REGULAR MEETING TUESDAY, MAY 24, 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 6:05 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. Mrs. Madruga left the meeting at 7:15 p.m.

#### Pledge of Allegiance

Mr. Chapman led the Pledge of Allegiance.

#### Approval of the Regular Agenda

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

#### Summary of Current Events

##### **Superintendent – Dr. Cunningham**

- Dr. Cunningham mentioned the May 18, 2016 graduation ceremonies, that the District ended the school year with 408 more students than at the same time last year, and summer professional development for all staff will begin the week of May 20.

##### **Governing Board**

- Mr. Moreno spoke on the passage of Prop 123.
- Mr. Del Palacio stated that he had attended the Tolleson Union High School annual FBLA banquet and Sierra Linda High School's band performance.
- Ms. Madruga stated that she had also attended the Sierra Linda High School band performance, commented on the graduation exercises, and relayed that she and Mr. Del Palacio had attended the Arizona Education Statewide Convening.
- Mr. Chapman commented on the graduation exercises and stated that he, too, had attended the Sierra Linda High School performing arts performance.

#### Celebrations

##### **A. Retirees – 2016**

The following staff members were honored for their years of service to the District.

##### La Joya Community High School

Paul McClendon, Assistant Principal for Curriculum and Instruction  
Introduced by Brandi Haskins, Principal

##### James A. Green Continuing Education Academy

Dennis Mader, English Teacher  
Introduced by Travis Johnson, Director of Alternative Education

Sierra Linda High School  
Judi Shelkin-Hill, Business/Marketing/Finance Teacher  
Introduced by Tim Madrid, Principal

Tolleson Union High School  
Alex M. Hernandez, Choir Director  
Introduced by John Speer, Assistant Superintendent

Westview High School (Not at the meeting)  
Kevin Chaffee, Industrial Technology Teacher  
Paula Chaffee, Social Worker

District Office  
Lu Reddin, Director of Transportation  
Karyn Morse Eubanks, Executive Assistant to the Superintendent and Governing Board  
Introduced by Dr. Lexi Cunningham, Superintendent

**Public Participation**

No public participation requests were received.

**Approval of the Consent Agenda**

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

**Discussion/Action of Item(s) Previously Removed from the Consent Agenda**

No items were removed.

**CONSENT AGENDA \* ITEMS**

**Human Resources \***

**A. Personnel Items**

**ADMINISTRATIVE STAFF**

**Employment of Personnel**

West, James	DO	Director of Transportation
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**CERTIFIED STAFF**

**Reemployment of Personnel for the 2016-2017 School Year**

Sharpe, Catherine	LA	Credit Recovery
Delgado, Danielle	TUHS	Social Worker
Grant, Elisha	TUHS	Credit Recovery
Kemp, Kristy	TUHS	Physical Education
Mealer-Baugh, Kristy	TUHS	Science – Biology
Rhoney, Samantha	TUHS	English

**Employment of Personnel for the 2016-2017 School Year**

Barnes, Bobby	CCHS	Physical Education
Cooper, Eva	CCHS	English
Hughes, Alexander	CCHS	Performing & Visual Arts – Music

**Employment of Personnel for the 2016-2017 School Year (Continued)**

Kataria, Selina	CCHS	English
Morgan, Laura	CCHS	Science – Integrated/Chemistry
Truog, Stephen	CCHS	Social Studies – History
Barraza, Daisy	LJCHS	Mathematics
Guy, Alyssa	LJCHS	Mathematics
Snapp, Emilee	LJCHS	Special Services – Life Skills
Wallace, Missy	LJCHS	Special Services – Co-Teacher
Watson, Andrea	LJCHS	Mathematics
Johnson, Lara	SLHS	Science – Biology/Anatomy
Luna, Alejandro	SLHS	Performing & Visual Arts – Ceramics
Schuur, Nicole	SLHS	CTE – Early Childhood/Fashion
Vanover, Tonya	SLHS	Science – Biology
Alvarez, Teresa	TUHS	English
Armony, Caitlin	TUHS	Performing & Visual Arts – Choir/Band
Bynum, Atiya	TUHS	Reading
Rice, Tracy	TUHS	Science – Biology
Ward, Caitlyn	TUHS	Foreign Language – Spanish
Harris, Cassandra	UHS	English
Sammons, Scott	UHS	Social Studies – History
Troy, Meredith	UHS	Science – Physics
Betancourt, Nicolas	WHS	Science – Biology
Gehrts, Nicholas	WHS	Academic/Career Success
Miller, Matthew	WHS	English
Oliver, Joshua	WHS	CTE – Construction
Painter, Gail	WHS	Mathematics
Rapp, Brittany	WHS	Special Services Department Chair
Schmidt, Michael	WHS	CTE – Welding
Tiwari, Shashikant	WHS	Mathematics
Touchin, Matthew	WHS	English

**Coaching Resignation**

Johnson, Geoff	CCHS	Varsity Softball Coach
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**Resignations at End of Contract**

Adrian, Kristen	CCHS	English
Goodloe, Joshua	CCHS	Special Services – Co-Teacher
Muhammad-Douglas, Linda	CCHS	Reading
Riggs, Randahl	CCHS	Guidance Counselor/Department Chair
Vinson, Sara	CCHS	Special Services – Life Skills
Wellum, Justin	CCHS	Science – Chemistry
Geiger, Benjamin	DO	District Mentor
Loughran, Lindsey	LJCHS	Guidance Counselor
Marshall, Catherine	LJCHS	CTE – Culinary Arts
Mikkelsen, Camille	LJCHS	Special Services – Co-teacher
Stegner, Linnea	LJCHS	Foreign Language – French

**Resignations at End of Contract (Continued)**

Clark, Ty	SLHS	Special Services – Co-Teacher
Galletti, Carlos	SLHS	Performing & Visual Arts – Band/Piano
Given, Diana	SLHS	Mathematics
Love, Brandon	SLHS	Special Services – Co-Teacher
Ostrowski, Tiffany	SLHS	Guidance Counselor
Roman, Victoria	SLHS	ELL
Beadle, Dana	WHS	English
Hegewald, Perry	WHS	Mathematics
Liddicoat, Janyne	WHS	English
Parker, Joseph	WHS	Science – Biology
Reynoso, Bryce	WHS	English

**CLASSIFIED STAFF**

**Employment of Personnel**

Moreno, Karina	SLHS	Cashier
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**Resignations**

Sosa, Brittny	CCHS	Instructional Aide I
Porchas, Angel	DO	Lot Attendant
Saldana, Brenda	LJCHS	Cashier

**Financial Services \***

**A. Vouchers**

Prior to ratification at the Governing Board meeting, Governing Board President, or his designee, reviews and signs vouchers. Vouchers represent orders for payment of material, equipment, salaries, and services.

- Payroll Vouchers – \$ 1,896,973.66 (#39)
- Expense Vouchers – \$ 850,554.37 (#8139 - #8144)

**B. Donations**

The following donations were received by the District.

- The University of Arizona donated \$2,500.00 to the Westview High School PBIS program. Money will be used for costs associated with survey data collection.
- Walmart donated \$1,000.00 to the Tolleson Union High School ELL program. Money will be used for field trip costs.

**Superintendent's Office \***

**A. Travel**

The following travel requests were approved:

- Copper Canyon High School football coaches Shawn Kemmer and Ryan Mcie and student members of the football team will participate in the Lineman Camping Trip at the Mogollon Campground in Payson, AZ on May 27-29, 2016.
- Copper Canyon High School football coaches Shawn Kemmer, Larry Thomas, Gale Taylor, Jerry Ball, Kendrick Farley, and Ryan Mcie and student members of the football team will participate in the Aztec Football Camp at Ash Fork High School in Ash Fork, AZ on July 18-22, 2016.

- La Joya Community High School Student Council Advisor John Rosenberger and Student Council representatives will participate in the AASC Summer Leadership Camp at Pine Summit Camp in Prescott, AZ on June 17-21, 2016.
- Sierra Linda Student Council Advisor Christina Arviso and Student Council representatives will participate in the AASC Summer Leadership Camp at Pine Summit Camp in Prescott, AZ on June 12-16, 2016.

**B. Minutes – May 10, 2016 Regular Meeting and Executive Session**  
All Governing Board members were present.

**ACTION/DISCUSSION ITEMS**

**1. Arizona School Boards Association Presentation – Search Process for an Interim Superintendent**

Steven Highlen, Executive Search and Senior Policy Consultant for the Arizona School Boards Association (ASBA), presented information on how ASBA can be of assistance in the search process for an interim superintendent.

What normally is a 12-week process needs to be expedited to five (5) weeks in an attempt to meet the July 1 timeline for having an interim superintendent in place. Mr. Highlen presented the following three options for consideration.

Option 1 – No Cost to the District

ASBA will advertise; TUHSD Human Resources Department responsible for the rest of the process.

Option 2 - \$3,500

ASBA will advertise, collect and screen applications, arrange for Governing Board interviews, facilitate contract negotiations.

Option 3 - \$7,000

ASBA responsible for entire process including advertising, collecting and screening applications, conducting reference checks, developing interview questions, arranging Governing Board interviews, providing proper candidate notifications, assisting with interview process, and facilitating contract negotiations.

The Governing Board identified the following qualifications/parameters necessary for the position posting.

- Years of experience – minimum of three years’ experience as a superintendent or in a District Office leadership capacity.
- Certification – superintendent certificate preferred.
- Location – prefer someone from Arizona with knowledge of Arizona budgeting.
- Size of district – from a district of 5,000’ students.
- Salary baseline - \$150,000 with a \$160,000 cap (excluding benefits).

Should the Governing Board approve an agreement by the end of the week, ASBA can post the position on Tuesday, May 31. The position would be posted for one (1) week.

When asked, Mr. Highlen stated that if the Governing Board decided to retain ASBA for the interim superintendent search, he would be the liaison with the District and Governing Board, but that the Governing Board would make all decisions. Communication would be primarily through Governing Board meetings, but Mr. Highlen could also provide periodic written updates to all Governing Board members.



Mr. Chapman moved to approve Option 3 based on the parameters identified; seconded by Mr. Villalon. In a roll call vote, the motion carried 4-0.

**2. TUHSD Strategic Plan**

During the May 10, 2016 Governing Board meeting, an initial discussion took place on the top two (2) mission statements, top two (2) vision statements, and the top five (5) strategic areas.

Mission Statements

1. TUHSD will provide learning experiences that embrace the past, celebrate the present, and unlock the potential of all students.
2. TUHSD is committed to developing the potential of all students, staff, and community.

Vision Statements

1. Learning today, leading tomorrow.
2. Shaping the future, one student at a time.

Strategic Areas

1. College, Career, and Life-Ready Students
2. Communication and Partnerships
3. Integrating Technology
4. Creating a Highly Effective Work Force
5. Developing the Whole Child/Student

The goal of the Governing Board was to identify one (1) mission statement, one (1) vision statement, and three (3) strategic areas. Following discussion, the Governing Board chose mission statement #2, vision statement #1, and #s 1, 2, and 4 as the strategic areas. It was decided that the "TUHSD" in the mission statement would be written out when used in a formal setting (e.g., on letterhead or business cards), while TUHSD can be used in a less restrictive environment. Additionally, Strategic Area #5 will be rolled into Strategic Area #1 and Strategic Area #3 will be included in the action plans developed for each of the three identified Strategic Areas.

Mr. Chapman moved to approve "TUHSD is committed to developing the potential of all students, staff, and community." as the District's new mission statement; "Learning today, leading tomorrow." as the District's new vision statement; and "College, Career, and Life-Ready Students," "Communication and Partnerships," and "Creating a Highly Effective Work Force" as the District's strategic areas; seconded by Mr. Moreno. In a roll call vote, the motion carried 4-0.

**3. Additional Employee Compensation as a Result of the Passage of Prop 123**

(This agenda item was discussed just prior to Ms. Madruga's departure from the meeting.)

During the April 12 Governing Board meeting, the Meet and Confer Committee discussed a recommendation to the Governing Board for additional staff compensation should Prop 123 pass:

- \$1 million to be allocated in a percentage stipend to 2015-2016 TUHSD employees returning for the 2016-2017 school year. The payment is projected to be approximately 2% of the employee's 2016-2017 salary. The actual percentage will be calculated after the number of returning TUHSD employees is determined. The allocation will be a one-time payment paid on September 30, 2016.
- Remaining Prop 123 funds will be equally allocated in a stipend to all 2016-2017 eligible employees employed as of December 9, 2016. All eligible TUHSD employees, regardless of FTE, will receive the same stipend. The projected payment is estimated to be \$1,000; however, the total dollar amount will be calculated after the number of eligible employees is determined. This will be a one-time payment paid on January 6, 2017.
- Coaches/sponsors who receive extra duty/extracurricular compensation will receive a 1.5% increase.

Mr. Chapman moved to approve (1) a percentage stipend to all 2015-2016 TUHSD employees returning for the 2016-2017 school year; (2) an equally divided stipend to all 2016-2017 TUHSD employees employed as of December 9, 2016; and (3) a 1.5% increase to TUHSD employees serving as a coach and/or sponsor; seconded by Ms. Madruga. In a roll call vote, the motion carried 5-0.

**AGENDA ITEMS FOR FUTURE MEETINGS**

Mr. Villalon requested an update on the District's use of contracted janitorial services.

**FORMAL ADJOURNMENT OF REGULAR MEETING**

Mr. Chapman moved to adjourn the Regular Meeting; seconded by Mr. Villalon. Mr. Chapman called the Regular Meeting of the Tolleson Union High School District Governing Board adjourned at 7:55 p.m.

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Steven Chapman, Governing Board President



## TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214

### GOVERNING BOARD MINUTES SPECIAL MEETING AND EXECUTIVE SESSION TUESDAY, JUNE 7, 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 6:03 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 Special Agenda**

Ms. Madruga moved to approve the Special Agenda; seconded by Vincent Moreno. In a roll call vote, the motion carried 5-0.

### **INFORMATION/DISCUSSION ITEMS**

#### **1. Screening Process of Applicants in Search for a District Interim Superintendent**

Dr. Steve Highlen, Executive Search and Senior Policy Consultant for the Arizona School Boards Association, stated that ASBA received nineteen (19) applications during the time the job posting was active (May 31 – June 6). Dr. Highlen explained that during the executive session, he would provide the Governing Board members with a synopsis of each applicant. The Governing Board would then have an opportunity to review the files and discuss the individuals bearing in mind that an applicant must have met all three (3) of the following Governing Board approved qualifications:

- Must hold a current Arizona Superintendent Certificate.
- Must have a minimum of three (3) years' experience as a superintendent or district office administrator.
- Must be or have been from an Arizona public school district with a student population greater than 5,000

#### **Call for Executive Session**

Pursuant to A.R.S. § 38-431.03.A.1

A.1 – The Governing Board may convene an executive session to screen applications for the position of District Interim Superintendent.

Ms. Madruga moved to enter into Executive Session; seconded by Mr. Moreno. In a roll call vote, the motion carried 5-0.

#### **Recess of Special Meeting for Executive Session**

The Regular Meeting recessed at 6:07 p.m.

### **Reconvening of Special Meeting**

The Regular Meeting reconvened at 8:11 p.m.

### **ACTION/DISCUSSION ITEMS**

1. **District Interim Superintendent Applicants**

Mr. Chapman stated that the pool of nineteen (19) applicants was a strong pool and thanked the individuals who had taken an interest in the District and applied for the position. In addition, the Governing Board members and Dr. Highlen were thanked for their continued diligence in the District Interim Superintendent search process.

Mr. Chapman moved to direct the Arizona School Boards Association to invite Mr. Jose Arenas, Ms. Nora Gutierrez, Dr. Jennifer Johnson, and Dr. LeeAnn Lawlor for an interview with the Governing Board; seconded by Ms. Madruga. In a roll call vote, the motion carried 5-0.

2. **Interview Process and Scheduling of Applicants for District Interim Superintendent**

Interviews are currently scheduled for the evening of June 15, 2016. Dr. Highlen stated that with four (4) candidates, it could potentially take up to six (6) hours to interview and discuss the candidates, and suggested scheduling a second meeting. Based on their availability, the Governing Board members suggested June 13 as an additional night. Consequently, two candidates will be interviewed on June 13 and two candidates will be interviewed on June 15. Both meetings will begin at 6:00 p.m. Dr. Highlen further stated that when he contacts the candidates, if one of the candidates removes their name from the process, then the remaining three (3) candidates will be interviewed on June 15 and there will be no need for the additional meeting on June 13. Each candidate's interview will be scheduled for one (1) hour, with a fifteen (15) minute break in between each interview.

Following a discussion on how the interview questions could be structured, the Governing Board decided on having four to five (4-5) generalized questions, which will enable more of a discussion or conversation, rather than using a specific question format. Areas that will be covered include student achievement, leadership, roles, and Governing Board/Interim Superintendent relationship. Dr. Highlen will craft the questions and work with Mr. Chapman and Ms. Madruga on final wordsmithing.

Each interview will begin with a short self-introduction by the Governing Board members followed by the candidate introducing him/herself. At the end of the interview questions, the individual Governing Board members will describe what they see as the future for the District during the next one to five (1-5) years. The candidate will then have an opportunity to reply.

Mr. Del Palacio moved to direct the Arizona School Boards Association to construct the interview process in conjunction with Mr. Chapman and Ms. Madruga and schedule the identified applicants for an interview; seconded by Mr. Villalon. In a roll call vote, the motion carried 5-0.

### **FORMAL ADJOURNMENT OF SPECIAL MEETING**

Mr. Moreno moved to adjourn the Special Meeting; seconded by Mr. Del Palacio. Mr. Chapman called the Regular Meeting of the Tolleson Union High School District Governing Board adjourned at 8:59 p.m.

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Steven Chapman, Governing Board President

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** June 14, 2016  
**AGENDA SUBJECT:** Minutes – May 27, 2016 Special Meeting

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**PURPOSE:**  
Administration seeks Governing Board approval of the May 27, 2016 Special Meeting minutes. Mr. Freddie Villalon was excused from the meeting.

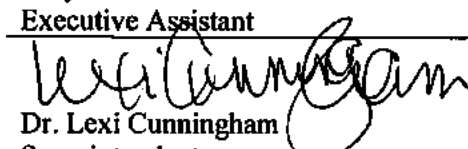
**BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:**  
Governing Board Policy BEDG states that the “Board will take action at a subsequent meeting to amend and/or approve ...” minutes.

**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 May 27, 2016 Special Meeting minutes.

Submitted by: Karyn Morse Eubanks  
Executive Assistant Date: May 27, 2016

Reviewed by:   
Dr. Lexi Cunningham Date: May 27, 2016  
Superintendent



## TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214

### GOVERNING BOARD MINUTES SPECIAL MEETING FRIDAY, MAY 27, 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 2:32 p.m. by Governing Board President Mr. Steven Chapman with the following members present: Mr. Devin Del Palacio (telephonically), Ms. Corina Madruga (telephonically) and Mr. Vincent Moreno. Mr. Freddie Villalon was excused from the meeting.

#### Approval of the Special Meeting Agenda

Mr. Chapman moved to approve the Special Meeting Agenda; seconded by Mr. Moreno. In a roll call vote, the motion carried 4-0.

#### ACTION/DISCUSSION ITEMS

**1. Executive Search Services Agreement with the Arizona School Boards Association Pertaining to a Search for an Interim Superintendent**

Steven Highlen, Executive Search and Senior Policy Consultant for the Arizona School Boards Association (ASBA), was present to answer any questions the Governing Board had pertaining to the proposed agreement.

Mr. Chapman asked that the date for the screening of applicants and discussion of the interview process and questions be changed from June 7 to June 8, 2016 as he will be out of town on June 8.

Mr. Moreno questioned the statement in Exhibit C, Compensation Schedule, that additional meetings requested by the Board will cost an additional \$500 per day plus expenses and asked Mr. Highlen if he anticipated any other meetings other than what is listed. Mr. Highlen responded that the language in Exhibit C is customary language included in all agreements and stated that all meetings listed in the time table are included in the fee of \$7,000.

Mr. Chapman moved to approve the Executive Search Services Agreement with the Arizona School Boards Association, including the one change in date from June 8 to June 7, 2016 for the screening of applicants and discussion of the interview process and questions; seconded by Mr. Moreno. In a roll call vote, the motion carried 4-0.

**2. Advertisement Language Used in Search for an Interim Superintendent**

As proposed during the May 24, 2016 Governing Board meeting, the language for advertising the position of District Interim Superintendent will be as follows.

The Governing Board of Tolleson Union High School District #214 is seeking an Interim Superintendent for the 2016/2017 school year. The Board is determined to identify a candidate for the position who has district office leadership experience in a public school setting. It is the Board's intention to interview applicants who meet or exceed the Board's established Preferred Position Qualifications.

Preferred Position Qualifications

A current Arizona Superintendent Certificate

A minimum of three years' experience as a superintendent or district office administrator in a public school district in Arizona with a student population greater than 5,000

Position Term

July 1, 2016 through June 30, 2017

Salary and Benefits

\$150,000 to \$160,000 for the year prorated if starting in the position after July 1, 2016

Employee benefits will be determined at the time of contract negotiations

Mr. Chapman moved to approve the language the Arizona School Boards Association will use to advertise for the position of District Interim Superintendent; seconded by Mr. Moreno. In a roll call vote, the motion carried 4-0.

**FORMAL ADJOURNMENT OF REGULAR MEETING**

Mr. Chapman moved to adjourn the Special Meeting; seconded by Mr. Moreno. Mr. Chapman called the Special Meeting of the Tolleson Union High School District Governing Board adjourned at 2:40 p.m.

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Steven Chapman, Governing Board President