



NOTICE OF PUBLIC MEETING

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

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

DATE: August 12, 2014

TIME: 6:00 p.m.

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

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

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

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

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

Posted: August 8, 2014 By: Karyn Morse Eubanks, Executive Assistant to the Governing Board

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

REGULAR MEETING

1. Call to Order and Roll Call

The meeting was called to order by _____ at _____.

Mr. Chapman Mr. Moreno Mrs. Sornsin Mr. Villalon Mrs. Hackett

2. Pledge of Allegiance

3. Approval of the Regular Agenda

Recommendation: That the Governing Board approve the Regular Agenda.

Motion made by _____; seconded by _____

Mr. Chapman Mr. Moreno Mrs. Sornsin Mr. Villalon Mrs. Hackett

4. Celebration – District Plant Managers

Mike Cerda (Tolleson Union High School), Tim Johns (Westview High School), Ray Morin (La Joya Community High School), Peter Vallone (Copper Canyon High School), and Frank Gonzales (Sierra Linda High School) will be honored for their dedication to the District and, in particular, their hard work in preparing District facilities for the 2014-2015 school year.

5. Reorganization of the Governing Board for the Remainder of 2014

At the request of Governing Board President Terri Hackett, the Governing Board will be reorganized for the remainder of 2014.

Election of the President and Vice President

Motion made by _____ to elect _____ as President and _____ as Vice President of the Governing Board for the remainder of 2014; seconded by _____.

Mr. Chapman Mrs. Hackett Mr. Moreno Mrs. Sornsin Mr. Villalon

6. 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 invited 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.

7. 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.

8. Approval of the Consent Agenda

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

Motion made by _____; seconded by _____

Mr. Chapman Mrs. Hackett Mr. Moreno Mrs. Sornsin Mr. Villalon

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

Motion made by _____; seconded by _____

Mr. Chapman Mrs. Hackett Mr. Moreno Mrs. Sornsin 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.

	PDF PAGE #
*1. Human Resources	7-15
A. Personnel Items	
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.	
*2. Financial Services	16-17
A. Vouchers	
Prior to ratification at each Governing Board meeting, Governing Board members review vouchers and/or journal entries. Vouchers represent orders for payment of material, equipment, salaries, and services.	
*3. Food Service	18-36
A. Food Program Permanent Service Agreement	
The previous agreement signed on June 10, 2008 was intended to be permanent; however, the Arizona Department of Education has changed the verbiage and requests that all sponsors have a current updated copy on file.	
*4. Teaching and Learning	37-39
A. Declaration of Curricular and Instructional Alignment to the Arizona Academic Standards	
The Declaration of Curricular and Instructional Alignment to the Arizona Academic Standards affirms that the District has adopted a curriculum that is aligned with the Arizona Academic Standards and an evaluation system that assesses whether teachers are integrating the standards into their instructional practices.	

- *5. Superintendent’s Office**
- A. Travel Request** **40-43**
 The following travel request was received:
- Copper Canyon High School Girls Volleyball Head Coach Peter McGloin, Assistant Coaches Jessica Basford, Henny Tenuyl, and Mark Bozeman, and twelve (12) members of the team wish to participate in the Mary Jo Goldey Volleyball Invitational on September 5-7, 2014 in Lake Havasu, AZ.
- B. Second Amendment to the Agreement with the City of Goodyear for the Rental of the City Municipal Pool Facility for the 2014-2015 School Year** **44-46**
 The agreement with the City of Goodyear provides access to the city municipal pool facility for students in the Tolleson Union High School and Westview High School swim program.
- C. Memorandum of Understanding with Maricopa County Education Services Agency – Transforming Juveniles through Successful Transition** **47-53**
 The mission of Transforming Juveniles through Successful Transition (TJST) is to empower all TJST students to experience academic progress, achievement, and success, and to graduate career and college ready. To achieve their mission, TJST will (1) increase the number of TJST students successfully enrolled with regular attendance and continuous enrollment; (2) decrease the rate of recidivism of JTST students through the use of an individualized Education and Career Action Plan (ECAP) for each student and successful affiliations in four areas; (3) leverage partnerships and systems designed to assist the District to accomplish the vision and mission of the TJST initiative; and (4) increase the number of JTST students on track to graduate.
- D. Memorandum of Understanding/Partnership Agreement – The Be A Leader Foundation** **54-57**
 The purpose of the Agreement is to establish an affiliation between The Be A Leader Foundation and the District to provide support to the TUHSD community through direct support of the District through programs, campus Be A Leader clubs, scholarships, and mentoring for District students.

ACTION/DISCUSSION ITEMS

- 1. Resolution of Breach of Contract – Doretha Henry and Megan Hudson** **58-61**
 Ms. Henry and Ms. Hudson had signed certified employment contracts for the 2014-2015 school year. Subsequent to signing a contract, both submitted letters of resignation.
- Paragraph 17 of the Teacher’s Employment Contract states, “Teacher recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Teacher does not fulfill the obligations under this Contract.”

The paragraph continues with “Teacher and District agree for the purposes of this paragraph “resigning” and “resignation” shall include Teacher retiring during the school year unless the retired teacher remains in the classroom under ESI, smartschoolsplus or a similar “return to teaching plan” which serves to retain Teacher in the classroom for the balance of the school year. Teacher and District agree that the liquidated damages which may be assessed against Teacher for resigning, with Board approval, during the term of this Contract shall be in the amount of **One Thousand dollars (\$1,000.00).**”

When the Governing Board approved the 2014-2015 teacher’s employment contract language, it was agreed that the existence of one or more of three extenuating circumstances would preclude a teacher from having to pay the liquidated damages – (1) a promotional opportunity (e.g., from a teaching position to an administrative position); (2) a teacher’s health issue(s) that would not allow him/her to fulfill the duties as a teacher; and (3) the relocation of a spouse – and that specific and verifiable information would be included in the teacher’s resignation letter.

The names of Ms. Henry and Ms. Hudson were listed on the June 24, 2014 Governing Board meeting agenda, under the Human Resources Personnel listing, as “Resignation/Release from Employment Contract (Pending Payment of Liquidated Damages)”. Following the June 24 Governing Board meeting, letters of notification were sent to Ms. Henry and Ms. Hudson stating that the Governing Board had accepted their resignation pending the payment of liquidated damages, and that they had thirty days from the date of the letter in which to make payment or their name would be taken to the Governing Board at the next scheduled meeting following the expiration of the thirty day period for breach of contract and subsequent reporting to the Arizona Department of Education. Ms. Henry and Ms. Hudson did not pay the liquidated damages fee within the thirty day period and have not be released from their teaching contract.

Recommendation: That the Governing Board approve the resolution for breach of contract by Ms. Doretha Henry and Ms. Megan Hudson and that that said resolution is sent to the Arizona Department of Education.

Motion made by _____; seconded by _____

Mr. Chapman Mrs. Hackett Mr. Moreno Mrs. Sornsin Mr. Villalon

2. Minutes – July 22, 2014 Regular Meeting

62-73

Mr. Chapman and Mrs. Sornsin were excused from the meeting.

Recommendation: That the Governing Board approve the July 22, 2014 Governing Board Regular Meeting minutes.

Motion made by _____; seconded by _____

Mr. Chapman Mrs. Hackett Mr. Moreno Mrs. Sornsin Mr. Villalon

3. Arizona School Boards Association Proposed 2015 Political Agenda

74-82

The September 6, 2014 Arizona School Boards Association (ASBA) Delegate Assembly will determine the positions of the ASBA for any future special sessions of the current legislature and for the first regular session of the fifty-second legislature. The ASBA Legislative Committee has reviewed all proposals submitted under the “Long-Term Focus,” “Short-Term Focus,” and “2015 Legislative Session-Specific” categories.

Recommendation: That the Governing Board review and discuss the 2015 Proposed Political Agenda submitted by the ASBA Legislative Committee and instruct Mr. Steven Chapman, the Governing Board’s official delegate, and Mr. Vincent Moreno, Alternate Delegate, as to the Governing Board’s direction in voting at the September 6, 2014 Delegate Assembly.

Motion made by _____; seconded by _____

Mr. Chapman Mrs. Hackett Mr. Moreno Mrs. Sornsin Mr. Villalon

ADJOURNMENT

Motion made by _____; seconded by _____

The meeting was adjourned at _____.

SUMMARY OF AGENDA ITEM

DATE: August 12, 2014
TO: Dr. Lexi Cunningham and Governing Board Members
SUBJECT: Personnel Items

PURPOSE:

Administration seeks Governing Board approval of personnel actions.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

The Governing Board has sole responsibility for personnel actions including, but not limited to, new hires, re-employment, contract revisions, position changes, leaves of absence, resignations, retirements, and terminations.

STUDENT, EMPLOYEE, AND/OR COMMUNITY BENEFIT:


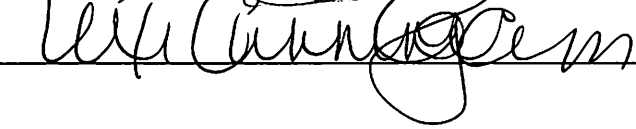
The personnel action recommendations are in the best interest of the District and those that it serves.

BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

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

Submitted by:  Date: 8-6-14
Approved by:  Date: 8-6-14

TUHSD HUMAN RESOURCES

To: Karyn Eubanks, Executive Assistant to the Superintendent and Governing Board

From: Michael Stewart, Human Resources Director

Date: July 31, 2014

Re: Personnel Items, Governing Board Meeting, **08/12/14**

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

ADMINISTRATIVE STAFF

New Employees

Peters, Russell	WHS	Assistant Principal, Discipline and Attendance
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Longevity Stipends

Haskins, Brandi	LJCHS	Per Principal Salary Schedule (9 years)
McClendon, Paul	LJCHS	Per Assistant Principal Salary Schedule (11 years)

School Size Stipends

Molina, Ernest	TUHS	Per Principal Salary Schedule
Wilson, Michele	WHS	Per Principal Salary Schedule

CERTIFIED STAFF

Employment of Personnel

Bauer, Maury	CCHS	Psychologist
Gilbert, Heather	CCHS	Art
James, Britt	CCHS	English
Johnstonbaugh, Suzanne	CCHS	Special Services
Kemmer, Shawn	CCHS	Psychology/Sociology
Ortega, Robert	CCHS	Math
Potter, Melissa	CCHS	Special Services
Quintero, Alicia	CCHS	Special Services
Saini, Archana	CCHS	ELL
Stuart, Seth	CCHS	Guidance Advisor
Warren, Andrew	CCHS	Social Studies
Antal, Richard	DO	Guest Teacher
Bloomquist, Tanner	DO	Guest Teacher
Damalos-Mitchell, Terese	DO	Guest Teacher
Davis, Christopher	DO	Guest Teacher
Francois, Carrie	DO	Guest Teacher
Howard, Katherine	DO	Guest Teacher
Sereno, Justin	DO	Guest Teacher
Silva, Joseph	DO	Guest Teacher

Bylsma, Jason	LJCHS	CTE
Ingram, Kylee	LJCHS	Biology
Lewis, Jeremy	LJCHS	Biology
Recio, Bridget	LJCHS	English
Rosenberger, John	LJCHS	English
Schmunk, Greg	LJCHS	Special Services
Shriver, Brenda	LJCHS	Biology

Clark, Ty	SLHS	Special Services
Falvo, Cheryl	SLHS	English
Garcia, Edith	SLHS	Wellness
Roman, Victoria	SLHS	ELL
Schweikert, John	SLHS	Math

Beland, Lynda	TUHS	Special Services
Estupinan, Alba	TUHS	Spanish
Hernandez, Daisy	TUHS	English
Kuehn, Deborah	TUHS	CTE
Minton, Tyler	TUHS	Science
Schweikert, Kathleen	TUHS	English
Simons, Crystal	TUHS	Guidance

Beadle, Dana	WHS	English
Faiello, Rebecca	WHS	Special Services
Olson, Katie	WHS	ELA

Position Changes

Gouveia, Yvette	CCHS	From Instructional Assistant I to Spanish
Shriver, Brenda	LJCHS	From Guest Teacher to Biology
Gilliland, Stephanie	TUHS	From .4 FTE Spanish to Guidance Advisor

Extra Duty Stipends

Vandernaalt, Shawn	LJCHS	West-MEC Representative
Hernandez, Daisy	SLHS	West-MEC Representative
Pappalardo, Carmen	WHS	West-MEC Representative

National Board Certification Stipends

Sgrillo, Elizabeth	SLHS	Per Certified Salary Schedule
McClellan, Susan	UHS	Per Certified Salary Schedule

Extra Duty Assignments for Professional Development

Abbott, Richard	CCHS	Synergy, Gradebook, and My Big Campus
Adrian, Kristen	CCHS	S3/PBIS Leadership Team Training
Armenta, Morgan	CCHS	IEP and MET Support
Atkinson, Ryan	CCHS	Synergy, Gradebook and My Big Campus; SPED Summer Institute
Bauer, Maury	CCHS	CPI Workshop
Coffman, Carren	CCHS	Title I Schedule Changes: Math and Reading
Conners, Erin	CCHS	S3/PBIS Leadership Team Training

Daly, Ken	CCHS	Synergy, Gradebook, and My Big Campus
Doherty, Maryse	CCHS	Synergy, Gradebook, and My Big Campus
Echeverria, Erendira	CCHS	S3/PBIS Leadership Team Training
Ernster, Rachelle	CCHS	S3/PBIS Leadership Team Training
Gammon, Michelle	CCHS	Integrating Technology; Synergy, Gradebook, and My Big Campus; Title I Reading Program
Goodsell, Jeremy	CCHS	Synergy, Gradebook, and My Big Campus
Hahs, Melody	CCHS	SPED Workshops
Huckins, Stephanie	CCHS	Synergy, Gradebook, and My Big Campus
Ingersoll, Faith	CCHS	E-IEP Pro Training and SPED Summer Institute
Johnson, Curtis	CCHS	Summer Technology Training Series
Johnson, Jennifer	CCHS	Synergy, Gradebook, and My Big Campus
Jones, Lauren	CCHS	SPED Summer Institute
Khoo, Li Pei	CCHS	S3/PBIS Leadership Team Training
Klunk, Andrew	CCHS	Integrating Technology; Synergy, Gradebook, and My Big Campus
Malave, Joy	CCHS	Integrating Technology; Synergy, Gradebook, and My Big Campus; Title I Reading Program; Title I Curriculum Development: Transition to AZCCRS
Mitchell, Jason	CCHS	Integrating Technology
Muhammad-Douglas, Linda	CCHS	Title I Reading Program
Newman, Jeff	CCHS	S3/PBIS Leadership Team Training
Oxford, Bo	CCHS	S3/PBIS Leadership Team Training
Potter, Melissa	CCHS	E-IEP Pro Training and SPED Summer Institute
Purdy, Linda	CCHS	Synergy, Gradebook, and My Big Campus
Riggers, Warren	CCHS	Synergy, Gradebook, and My Big Campus
Riggs, Randahl	CCHS	CTE Strategic Planning and Curriculum Writing
Schaefer, Cara	CCHS	S3/PBIS Leadership Team Training
Stagliano, Joseph	CCHS	SPED Workshops
Seckinger, Kristal	CCHS	SPED Summer Institute
Stagliano, Joseph	CCHS	S3/PBIS Leadership Team Training
Stuart, Seth	CCHS	S3/PBIS Leadership Team Training
Sweat, Sara	CCHS	E-IEP Pro Training and SPED Summer Institute
Tandel, Tiffany	CCHS	Synergy, Gradebook, and My Big Campus
Trembly, Lynn	CCHS	Integrating Technology; Synergy, Gradebook, and My Big Campus
Eavey, James	CEA	SPED Summer Institute
Bjork, Dawn	DO	Induction MWM Planning
Suggs, Tara	DO	Induction MWM Planning
Virgil, Leigh	LA	SPED Summer Institute
Alaniz, Kevin	LJCHS	SPED Summer Institute
Dabney, Darrell	LJCHS	SPED Summer Institute
Dille, Aaron	LJCHS	Synergy, Gradebook, and My Big Campus
Durrant, Mira	LJCHS	SPED Summer Institute
Dyer, Andrew	LJCHS	SPED Summer Institute
Eaton, Heather	LJCHS	Integrating Technology
Eggleston, MaryJean	LJCHS	IEP and MET Support; Synergy, Gradebook, and My Big Campus
Gonzalez, Michael	LJCHS	Integrating Technology
Hughes, Richard	LJCHS	Title I Reading Program
Lambert, Jacob	LJCHS	SPED Summer Institute; Synergy, Gradebook, and My Big Campus

Lauletta, Gwen	LJCHS	Synergy, Gradebook, and My Big Campus
Lohman, Rachel	LJCHS	E-IEP Pro Training and SPED Summer Institute
Loughran, Lindsey	LJCHS	CTE Strategic Planning and Curriculum
Lucca, Nate	LJCHS	Professional Development: Synergy, Gradebook & MBC
Mikkelsen, Camille	LJCHS	E-IEP Pro Training and SPED Summer Institute
Nichols, Janeen	LJCHS	SPED Workshops
Nichols, Paige	LJCHS	CTE Strategic Planning and Curriculum Writing
Nowbath, Stephen	LJCHS	Synergy, Gradebook, and My big Campus
Perez, Peter	LJCHS	CTE Strategic Planning and Curriculum Writing
Rowley, Vikki	LJCHS	Title I Reading Program; Title I Placement Testing for Reading
Sanchez, Fernando	LJCHS	Title I Reading Program
Sepulveda, Fernando	LJCHS	Synergy, Gradebook, and My Big Campus
Simpson, Troy	LJCHS	E-IEP Pro Training and SPED Summer Institute
Summers, George	LJCHS	Integrating Technology
Turnbaugh, Lynette	LJCHS	Integrating Technology; Synergy, Gradebook, and My Big Campus
Valenzuela, Ernestina	LJCHS	CTE Strategic Planning and Curriculum Writing
Vandernaalt, Shawn	LJCHS	CTE Strategic Planning and Curriculum Writing
Virgen, Alam	LJCHS	Integrating Technology
Virgil, Jose	LJCHS	CPI Workshop
White, Angelica	LJCHS	CTE Strategic Planning and Curriculum Writing
Winans, Debi	LJCHS	SPED Summer Institute
Wright, Alana	LJCHS	SPED Workshops
Arviso, Christina	SLHS	Synergy, Gradebook, and My Big Campus
Brady, Sondra	SLHS	S3/PBIS Leadership Team Training
Branch, Verity	SLHS	CTE Strategic Planning and Curriculum Writing
Brooks, Meggan	SLHS	IEP and MET Support
Clark, Ty	SLHS	Synergy, Gradebook, and My Big Campus
Contreras, Sara	SLHS	E-IEP Pro Training and SPED Summer Institute
Dima, Valentina	SLHS	SPED Workshops; S3/PBIS Leadership Team Training
Echeverria, Erendira	SLHS	Synergy, Gradebook, and My Big Campus
Favaro, Taylor	SLHS	S3/PBIS Preparation and Transition Planning
Figuroa, Breezy	SLHS	CTE Strategic Planning & Curriculum Writing
Franciotti, Deanna	SLHS	S3/PBIS Leadership Team Training
Fresquez, Lissa	SLHS	SPED Summer Institute
Given, Diana	SLHS	S3/PBIS Leadership Team Training
Gordon, Samantha	SLHS	Title I Reading Program; Title I Placement Testing for Reading
Haagensen, Joshua	SLHS	Integrating Technology; Synergy, Gradebook, and My Big Campus; S3/PBIS Leadership Team Training
Hernandez, Daisy	SLHS	Synergy, Gradebook, and My Big Campus
Lebrecht, Terri	SLHS	CTE Strategic Planning and Curriculum Writing
Love, Brandon	SLHS	CTE Strategic Planning and Curriculum Writing
Lozano, Antonio	SLHS	E-IEP Pro Training and SPED Summer Institute
Marks, Ramon	SLHS	Synergy, Gradebook, and My Big Campus
Marshall, Tramane	SLHS	S3/PBIS Leadership Team Training
Meyer, Michael	SLHS	Integrating Technology; Synergy, Gradebook, and My Big Campus
Ostrowski, Tiffany	SLHS	E-IEP Pro Training and SPED Summer Institute
		CTE Strategic Planning and Curriculum Writing; S3/PBIS Leadership Team Training

Pacheco, Christy	SLHS	Title I Reading Program
Perez, Sushyla	SLHS	CTE Strategic Planning and Curriculum Writing; S3/PBIS Leadership Team Training
Ray, Belinda	SLHS	SPED Summer Institute
Richards, Angela	SLHS	E-IEP Pro Training and SPED Summer Institute
Ross, Larry	SLHS	S3/PBIS Leadership Team Training
Saenz, Sonia	SLHS	CTE Strategic Planning and Curriculum Writing
Saldamando, Denise	SLHS	CTE Strategic Planning and Curriculum Writing
Sanders, Joely	SLHS	CTE Strategic Planning and Curriculum Writing
Sanchez, Ruth	SLHS	Synergy, Gradebook, and My Big Campus
Shelkin, Judi	SLHS	CTE Strategic Planning and Curriculum Writing
Sgrillo, Elizabeth	SLHS	Integrating Technology; Synergy, Gradebook, and My Big Campus
Slaybaugh, Chad	SLHS	CPI Workshop
Snowsill, Mary	SLHS	S3/PBIS Preparation and Transition Planning
Vasquez, Whoopi	SLHS	E-IEP Pro Training and SPED Summer Institute
Zmolek, Meg	SLHS	S3/PBIS Leadership Team Training
Anibas, Karla	TUHS	CTE Strategic Planning and Curriculum Writing
Barnes, Grace	TUHS	CTE Strategic Planning and Curriculum Writing
Barry, Dennis	TUHS	CTE Strategic Planning and Curriculum Writing
Bealer, Eric	TUHS	CTE Strategic Planning and Curriculum Writing
Carrillo, Salvador	TUHS	Title I Reading Program
Carter, Sheila	TUHS	Synergy, Gradebook, and My Big Campus
Corral, Alonzo	TUHS	CTE Strategic Planning and Curriculum Writing
DeVera, Maria	TUHS	E-IEP Pro Training and SPED Summer Institute
Fedina, Tabitha	TUHS	Synergy, Gradebook, and My Big Campus
Finch, Stephanie	TUHS	CTE Strategic Planning and Curriculum Writing
Flick, David	TUHS	SPED Summer Institute
Gonzalez, Stephanie	TUHS	Integrating Technology
Gulick, Rose	TUHS	Synergy, Gradebook, and My Big Campus
Hernandez, Alex	TUHS	Synergy, Gradebook, and My Big Campus
Knudsen, Niels	TUHS	CTE Strategic Planning and Curriculum Writing
Kosterman, Kristy	TUHS	SPED Summer Institute
Kuehn, Deborah	TUHS	CTE Strategic Planning and Curriculum Writing
Loebe, Kathy	TUHS	CTE Strategic Planning and Curriculum Writing
Lopez-Vejar, Patricia	TUHS	CTE Strategic Planning and Curriculum Writing
Meana, Andrew	TUHS	IEP & MET Support; Synergy, Gradebook, and My Big Campus
Meana, Sara	TUHS	Synergy, Gradebook, and My Big Campus
Miley, Whitney	TUHS	E-IEP Pro Training and SPED Summer Institute; Synergy, Gradebook, and My Big Campus
Montalvo, Sergio	TUHS	CPI Workshop
Pacil, Dawn	TUHS	Synergy, Gradebook, and My Big Campus
Peacock, Rosie	TUHS	Title I Reading Program
Phillips, Brandi	TUHS	CTE Strategic Planning and Curriculum Writing
Rhoades, Tallyn	TUHS	Synergy, Gradebook, and My Big Campus
Richardson, James	TUHS	E-IEP Pro Training and SPED Summer Institute
Rodriguez, Amira	TUHS	Synergy, Gradebook, and My Big Campus
Rodriguez, Lucia	TUHS	Synergy, Gradebook, and My Big Campus
Schlomach, Brenda	TUHS	Synergy, Gradebook, and My Big Campus
Schweikert, Kathleen	TUHS	Title I Reading Program
Sobampo, Elena	TUHS	CTE Strategic Planning and Curriculum Writing
Soto, Portia	TUHS	Synergy, Gradebook, and My Big Campus; Title I Reading Program; SPED Summer Institute
Thornton, James	TUHS	SPED Summer Institute
Vespignani, David	TUHS	SPED Summer Institute

Wilbur, Jeffery	TUHS	SPED Summer Institute
Wolochuk, Andrea	TUHS	CTE Strategic Planning and Curriculum Writing
Yound, Wayne	TUHS	CTE Strategic Planning and Curriculum Writing
Ochoa, Brigette	UHS	CTE Strategic Planning and Curriculum Writing
Arenas, Steven	WHS	Synergy, Gradebook, and My Big Campus
Blumenthal, Brittani	WHS	Synergy, Gradebook, and My Big Campus
Brax, David	WHS	Synergy, Gradebook, and My Big Campus
Buensuceso, Monica	WHS	CTE Strategic Planning and Curriculum Writing
Burd, Joni	WHS	E-IEP Pro Training and SPED Summer Institute; Title I Placement Testing for Reading
Cassavant, Michael	WHS	CTE Strategic Planning and Curriculum Writing
Chaffee, Kevin	WHS	CTE Strategic Planning and Curriculum Writing
Chaffe, Paula	WHS	CTE Strategic Planning and Curriculum Writing
Clemente, Kevin	WHS	Integrating Technology; Synergy, Gradebook, and My Big Campus
Cochran, Sue	WHS	SPED Summer Institute; Synergy, Gradebook, and My Big Campus
Conners, Michael	WHS	Synergy, Gradebook, and My Big Campus
Cook, Charlotte	WHS	SPED Summer Institute
Degerman, Trevor	WHS	Synergy, Gradebook, and My Big Campus
Delgado, Jesse	WHS	Synergy, Gradebook, and My Big Campus; SPED Summer Institute
Erekson, Jared	WHS	Integrating Technology; Synergy, Gradebook, and My Big Campus
Fergus-Beuthin, Ashley	WHS	CTE Strategic Planning and Curriculum Writing
Ferguson, Eva	WHS	Synergy, Gradebook, and My Big Campus
Garcia, Raquel	WHS	Synergy, Gradebook, and My Big Campus
Gilliland, Stephanie	WHS	CTE Strategic Planning and Curriculum Writing
Gollihar, Melissa	WHS	CTE Strategic Planning and Curriculum Writing
Green, Courtney	WHS	E-IEP Pro Training and SPED Summer Institute
Hernandez, Jimmy	WHS	SPED Summer Institute; Integrating Technology
Irish, Robert John	WHS	Synergy, Gradebook, and My Big Campus
Ivey, Sara	WHS	Synergy, Gradebook, and My Big Campus
Juarez, Erik	WHS	Synergy, Gradebook, and My Big Campus
Lee, Tonya	WHS	CTE Strategic Planning and Curriculum Writing
Macias, Carlos	WHS	Synergy, Gradebook, and My Big Campus
Macomber, Matthew	WHS	Integrating Technology; Synergy, Gradebook, and My Big Campus
Nicoloff, Sarah	WHS	Integrating Technology; Synergy, Gradebook, and My Big Campus
Nitka, Peter	WHS	CTE Strategic Planning and Curriculum Writing
Novoa, Rosa	WHS	CPI Workshop
Pappalardo, Carmen	WHS	CTE Strategic Planning and Curriculum Writing
Perez, Angela	WHS	Synergy, Gradebook, and My Big Campus; IEP & MET Support
Petruncula, Christine	WHS	Integrating Technology; Synergy, Gradebook, and My Big Campus
Puig, Nolly	WHS	SPED Summer Institute; Synergy, Gradebook, and My Big Campus
Ramirez, Nanette	WHS	CTE Strategic Planning and Curriculum Writing; Synergy, Gradebook, and My Big Campus
Rice, Trevor	WHS	CTE Strategic Planning and Curriculum Writing
Salazar, Martha	WHS	Synergy, Gradebook, and My Big Campus

Sanders, Mark	WHS	CTE Strategic Planning and Curriculum Writing
Sluiter, Shad	WHS	CTE Strategic Planning and Curriculum Writing
Squelch, Casaundra	WHS	Synergy, Gradebook, and My Big Campus
Vaughan, Janel	WHS	Title I Reading Program
Veloz, Joseph	WHS	Integrating Technology; Synergy, Gradebook, and My Big Campus
Wiggins, Christine	WHS	SPED Summer Institute
Williams, Darin	WHS	Title I Reading Program; Title I Placement Testing for Reading

Medical Leave of Absence Request

Vaughan, Janel	WHS	Reading
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Return from Medical Leave of Absence

Frank, Ron	CCHS	Wellness
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Military Leave of Absence

Geiger, Ben	WHS	Social Studies
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Resignations, Releases from 2014-2015 Employment Contract Contingent upon Payment of Liquidated Damages

Ricci, Trenton	CCHS	Special Services
Tierney, Chris	LJCHS	Science
Wood, Lauren	WHS	Spanish

CLASSIFIED STAFF

Employment of Personnel

Ericson, Dave	CCHS	Cafeteria Cashier
Iribe, Angie	CCHS	Administrative Assistant IV, Discipline
Moran, Roberto	CCHS	Equipment Manager
Tamayo, Ivonne	CCHS	Cafeteria Cashier
Jimenez, Maria	DO	Substitute Bus Monitor
Miranda Perez, Bertha	DO	Substitute Bus Driver
Piper, James	DO	Human Resources Coordinator
Valencia, Hector	DO	Substitute Bus Driver
Stembridge, Ramon	LA	Behavior Specialist
Avalos, Rosa	LJCHS	Cafeteria Cashier
Avery, Mandy	LJCHS	Instructional Assistant II
Beltran, Blanca	LJCHS	Cafeteria Cashier
Cooper, Lori	LJCHS	Cafeteria Cashier
Diaz, Celinnette	LJCHS	Administrative Assistant III, Special Services
Enox, Justine	LJCHS	Cafeteria Cashier
Gutierrez, Robert	LJCHS	Security Guard
Aguayo, Dulce	SLHS	Instructional Assistant I
Ayala, Mirna	SLHS	Cafeteria Cashier

Bolden, Bethany	SLHS	Bookstore Manager
Tremillo, Frances	SLHS	Cafeteria Cashier
Carmona, Krishnna	TUHS	Instructional Assistant I
Padilla, David	TUHS	Equipment Manager
Calderone, Sorocco	WHS	Instructional Assistant I
Flores, Valerie	WHS	Security Guard
Guillen, Dina	WHS	Cafeteria Cashier

Position Changes

Olson, Bruce	DO	From Technical Support Specialist to Systems and Network Administrator
Lueraharris, Monica	SLHS	From Instructional Assistant II to Instructional Assistant I
Perez, Valerie	SLHS	From Human Resources Specialist-Classified to Behavior Specialist

Site Change

Lefebvre, Lisa	WHS	Instructional Assistant II (from LJCHS)
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Extra Duty Stipends for Professional Development

Birk, Barbara	CCHS	Title I Reading Program
Fish, Valentina	CCHS	Title I Reading Program
Dever, Mary	LJCHS	Title I Reading Program
Cooper, Jaclyn	SLHS	Title I Reading Program

Medical Leave of Absence Request

Martinez-Aragon, Yvette	DO	Administrative Assistant
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Return from Medical Leaves of Absence

Swartwood, Cynthia	CCHS	Instructional Aide, Special Services
Gomez-Noguel, Yanelly	DO	Bus Driver
Lefebvre, Lisa	LJCHS	Instructional Aide, Special Services
Pitts, Johnny	LJCHS	Security Guard

Recission of Approval of Extended Leave of Absence Request

Bundy, Alice	DO	Bus Driver
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Denial of Extended Leave of Absence Request

Bundy, Alice	DO	Bus Driver
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Resignations

Bailey, Jennifer	CCHS	Instructional Assistant II
Castillo, Theresa	CCHS	Licensed Practical Nurse
Clayborn, Robert	DO	Substitute Bus Driver
Camacho, Deborah	LJCHS	Cafeteria Cashier
Maese, Erica	TUHS	Instructional Assistant II
Rivera, Harry	TUHS	In-school Support Specialist

SUMMARY OF AGENDA ITEM

DATE: August 12, 2014
TO: Dr. Lexi Cunningham and Governing Board Members
SUBJECT: Vouchers

PURPOSE:

Administration seeks Governing Board ratification of payroll vouchers #52 and #1 and expense vouchers #6129 - #6132 and #7003 - #7006.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

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

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:


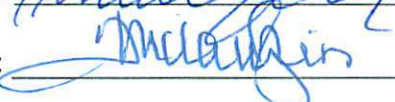
Ratification of vouchers and/or journal entries ensures that timely payment of material, equipment, salaries, and services are made.

BUDGET IMPACT AND COSTS:

Payroll Vouchers: \$ 340,499.41
Expense Vouchers: \$ 588,893.62

RECOMMENDATION:

It is recommended that the Governing Board ratify payroll vouchers #52 and #1 and expense vouchers #6129 - #6132 and #7003 - #7006.

Submitted by:  Date: 7/23/14
Approved by:  Date: 7.23.14

APPROVAL OF PAYROLL/EXPENSES VOUCHERS

RATIFY PAYROLL VOUCHERS:

Voucher	52	\$	50,765.64
Voucher	1		289,733.77
TOTAL		\$	<u>340,499.41</u>

RATIFY EXPENSE VOUCHERS:

Voucher	6129	\$	16,996.29
Voucher	6130		192,208.40
Voucher	6131		85,947.72
Voucher	6132		11,134.71
Voucher	7003		45,324.27
Voucher	7004		12,428.04
Voucher	7005		81,059.90
Voucher	7006		143,794.29
TOTAL		\$	<u>588,893.62</u>

SUMMARY OF AGENDA ITEM

DATE: August 12, 2014
TO: Dr. Lexi Cunningham and Governing Board Members
SUBJECT: Food Program Permanent Service Agreement

PURPOSE:

Administration seeks Governing Board approval to allow Tolleson Union High School District to participate in qualified Child Nutrition Programs, including National School Lunch/Breakfast, Summer Food Service, and Food Distribution.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

The previous agreement signed on June 10, 2008 was intended to be permanent; however, the Arizona Department of Education has changed the verbiage and requests that all sponsors have a current updated copy on file.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:


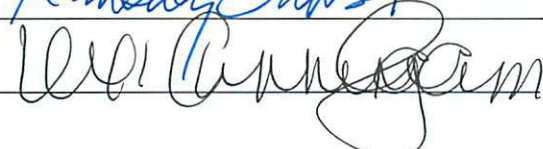
Students will continue to receive balanced meals at free or reduced cost.

BUDGET IMPACT AND COSTS:

Reimbursement from this contract will offset costs to facilitate program needs.

RECOMMENDATION:

It is recommended that the Governing Board approve the Food Program Permanent Service Agreement

Submitted by:  Date: 7.31.2014
Approved by:  Date: 8-6-14



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FOOD PROGRAM PERMANENT SERVICE AGREEMENT ADE Contract No. ED09-0001 Revised Summer 2014

TOLLESON UNION HIGH SCHOOL DISTRICT (07-05-14)

("SPONSOR")
(Legal Name of Applicant)

Doing Business As (if applicable).

This Agreement is entered into between the Arizona State Board of Education ("BOARD"), acting through the Arizona Department of Education ("AGENCY"), a state agency of the State of Arizona, and the SPONSOR pursuant to Arizona Revised Statutes ("A.R.S.") §§ 15-203(B)(1) and 15-1152 (and § 11-951 et seq. if the SPONSOR is a public agency). If the SPONSOR is a public agency, the SPONSOR is authorized to enter into this Agreement pursuant to FOR A PUBLIC SCHOOL A.R.S. 15-342(13)
(to be completed by the SPONSOR)

The purpose of this Agreement is to effectuate the National School Lunch Act ("NSLA"), as amended (42 U.S.C. § 1751 et seq.) and the Child Nutrition Act ("CNA") of 1966, as amended (42 U.S.C. § 1771 et seq.).

The SPONSOR enters into this Agreement with the BOARD for participation in one or more of the following programs (the "PROGRAM") (Check those that apply):

1. National School Lunch Program (CFDA No. 10.555)
2. School Breakfast Program (CFDA No. 10.553)
3. Special Milk Program (CFDA No. 10.556)



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FOOD PROGRAM PERMANENT SERVICE AGREEMENT ADE Contract No. ED09-0001 Revised Summer 2014

A. PROGRAM REIMBURSEMENT

The BOARD agrees, to the extent of funds available subject to Section L of this Agreement, to reimburse the SPONSOR for the above designated PROGRAMs operated by SPONSOR in accordance with the following regulations, and any amendments, which are applicable to such PROGRAMs: National School Lunch Program ("NSLP") Regulations (7 CFR parts 210, 245), Special Milk Program Regulations (7 CFR part 215), School Breakfast Program Regulations (7 CFR part 220). Reimbursement payments to be made by the BOARD shall be subject to the provisions of A.R.S. Title 35 relating to time and manner of submission of claims if not in conflict with federal law. The BOARD also agrees to donate foods in accordance with Donation of Foods for use in the United States, its Territories and Possessions and Areas under its Jurisdiction (7 CFR part 250), and any amendments thereto.

B. PROVISIONS FOR ACCEPTING FUNDS

The SPONSOR agrees to accept federal funds and/or USDA Foods in accordance with applicable regulations as set forth in 7 CFR parts 210-250 and any amendments thereto, Office of Management and Budget ("OMB") Circular A-133 and A-122, as applicable, and to comply with all provisions of said rules and OMB circulars, AGENCY Child Nutrition Program ("CNP") Office Requirements, and with any instructions or procedures issued in connection therewith. The SPONSOR further agrees to administer the PROGRAMs funded under this Agreement in accordance with provisions of the uniform Federal assistance regulations (7 CFR part 3015) and provisions of the uniform administrative requirements (7 CFR parts 3016, 3019).

C. PROGRAM REQUIREMENTS OF THE SPONSOR

The SPONSOR agrees that, for each site listed on the site sheet of the application, it will conduct the above designated PROGRAM(s) in accordance with the U.S. Department of Agriculture ("DEPARTMENT") regulations and will conform to the following requirements in the conduct of each PROGRAM (unless the requirement is restricted to a particular PROGRAM):

1. FOR NATIONAL SCHOOL LUNCH PROGRAM AND SCHOOL BREAKFAST PROGRAM ONLY

- a. Maintain a nonprofit food service and observe the limitations on the use of nonprofit food service revenues set forth in 7 CFR parts 210.14(a) and 220.7(e)(1).
- b. Establish such policies and procedures as are necessary to control the sale of foods in competition with meals served under the PROGRAM. The sale of all non-program food, as defined in 7 CFR part 210.14(f), may, at the discretion of the AGENCY and the SPONSOR, be allowed in the food service area only if all income from the sale of such foods accrues to the benefit of the nonprofit school food service.
- c. Promote activities to involve students and parents in the National School Lunch and School Breakfast Programs.



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- d. Plan menus in order to meet the Dietary Guidelines for Americans and key nutrient levels as set forth in 7 CFR parts 210.10 and 220.8.
- e. Maintain production and menu records for meals produced. These records must show how the meals contribute to the required food components, food items or menu items every day, as set forth in 7 CFR parts 210.10 and 220.8. Production records shall include sufficient information to evaluate the menu's contribution to the nutrition standards and the appropriate calorie and nutrient levels for the age/grades of the children in the school, as identified in 7 CFR parts 210.10 and 220.8.
- f. Maintain and comply with a financial management system as prescribed by the AGENCY CNP Office, 2 CFR part 200, and 7 CFR parts 210.14(c), 215.7(d), 220.7(e)(1) and 3016.
- g. Limit the net cash resources for its nonprofit school food service to an amount that does not exceed three months average expenditures or such other amount as may be approved by the AGENCY in accordance with 7 CFR parts 210.14(b) and 220.7(e)(1).
- h. Serve lunches and/or breakfasts and/or after school care snacks during the designated periods, in accordance with 7 CFR parts 210.10 and 220.8, for the number of days specified on the PROGRAM application.
- i. Claim no more than one (1) lunch/breakfast/after school care snack per child per day per meal service.
- j. Price the meal as a unit. Make lunches/breakfasts/after school care snacks available without cost or at a maximum reduced price of forty (40) cents for lunch, fifteen (15) cents for snacks and thirty (30) cents for breakfast to all children who are determined by the SPONSOR to be eligible for such meals under 7 CFR part 245 and as described in the CNP Guidance Manual.
- k. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price and paid lunches and/or after school care snacks and/or breakfasts served to eligible children in accordance with 7 CFR parts 210 and 220.
- l. Conduct verification in accordance with 7 CFR part 245.11(i). Report verification results to the AGENCY no later than March 1. Collect and report the number of students who were terminated as a result of verification, but who were reinstated as of February 15. Maintain copies of the verification report and all supporting documentation for the period indicated in Section M of this Agreement.
- m. Ensure that the SPONSOR's designated official signing the claim or his/her assigned representative shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 CFR part 210.8 and 220.11 governing claims for reimbursement. At a minimum the responsibilities should include:



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1. No less than one (1) on-site review of the meal counting and claiming system for the meal service for each school under its jurisdiction for a SPONSOR with more than one site. The on-site review shall take place prior to February 1 of each school year. If the review discloses problems with a school's meal counting or claiming procedures, the SPONSOR shall be required to develop and implement a corrective action plan and a follow-up on-site review must be conducted within forty-five (45) calendar days of the review to determine that the corrective action resolved the problems.
2. No less than two on-site reviews of the meal counting and claiming system for the after school care snack program, if implemented. The first review shall be made during the first four weeks of the school year that the school is in operation. Year round schools or Residential Child Care Institutions shall review the snack program during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter. If the review discloses problems with a school's meal counting or claiming procedures, the SPONSOR shall be required to develop and implement a corrective action plan and a follow-up on-site review must be conducted within forty-five (45) calendar days of the review to determine that the corrective action resolved the problems.
3. Perform edit checks that compare each school's daily counts of free, reduced-price, and paid lunch/breakfast against the product of the number of children in that school currently eligible for free, reduced-price and paid meals, respectively, times an attendance factor. This attendance factor will be developed by the AGENCY.
4. Submit claims for reimbursement in accordance with procedures established by the AGENCY. Claims for reimbursement not filed within sixty (60) days following the last day of the claiming month will be disallowed. Any exception to this requirement will be made at the discretion of the AGENCY and/or DEPARTMENT.
5. SPONSOR shall maintain on file, each month's claim for reimbursement and all data used in the claims review process, by school, for the period indicated in Section M of this Agreement. All Food Service Management Company ("FSMC") contracts, and records which support such contracts, shall be maintained for the period indicated in Section M of this Agreement. The records which are to be kept for each PROGRAM include:
 - (I) daily number of meals served to children, by category and type of meal;
 - (II) revenue from children's payments, federal reimbursement, food sales to adults, loans to the PROGRAM, all a la carte sales and any other sources to demonstrate that the food service is being operated on a nonprofit basis. The revenue report shall show net cash resources or the information necessary for the AGENCY to compute net cash resources through a review or audit and annual financial report; and



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- (III) food service expenditures (supported by invoices, receipts or other evidence of expenditures).
- n. Failure to submit accurate claims will result in the recovery of an over claim and may result in the withholding of payments, suspension or termination of the PROGRAM as specified in 7 CFR parts 210.24, 210.25, 220.14, 220.18 and 220.19.
 - o. The penalties specified in 7 CFR part 210.26 shall apply to any SPONSOR who is found to engage in embezzlement, willful misapplication of funds, theft or fraudulent activity in regards to claims submitted.
 - p. Count the number of free, reduced-price and paid reimbursable meals served to eligible children at the point of service. School sites approved for Special Assistance, Provision 2 are exempt, except they shall do a total count of all children at the point of service. School sites approved for Special Assistance, Provision 3 are exempt from any point of service meal counts.
 - q. Upon request, make all accounts and records pertaining to its school food service available to the AGENCY and to the DEPARTMENT for audit or review, at a reasonable time and place.
 - r. Maintain in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws, regulations and ordinances.
 - s. Maintain necessary facilities for storing, preparing and serving food and milk.
 - t. Procurement practices shall be in accordance with the Arizona Procurement Code and Regulations (Charter schools are exempt as set forth in A.R.S. § 15-189.02), 2 CFR part 200 and 7 CFR parts 3015, 3016, 3019, 210.21, 215.14a and 220.16. All claims and controversies shall be subject to the Arizona Procurement Code, A.R.S. § 41-2501 et seq., and Arizona Administrative Code R7-2-1001 et seq. Procurement standards must be submitted to the AGENCY and will be considered a permanent document, unless changes are made by either party. Failure to follow established procedures in the procurement of FSMC services may result in non-renewal of SPONSOR application to participate in the PROGRAMs, or in withholding of reimbursement funds.
 - u. Purchase, to the maximum extent practicable, only food products that are produced in the United States or products that are processed in the United States substantially using agricultural commodities that are produced in the United States for those PROGRAMs as specified in 7 CFR parts 210.21(d) and 220.16(d).
 - v. Any contracting for the furnishing of meals or management of the entire food service under the PROGRAM must be conducted in accordance with proper procurement procedures and must be done on a competitive basis in accordance with 7 CFR part 210.16. A FSMC entering into a contract with a SPONSOR shall not subcontract for the total meal, with or without milk, or for the assembly of the meal. SPONSORs contracting with a FSMC shall comply with 7 CFR part 210.16.



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A SPONSOR entering into a contract with a FSMC shall not subcontract to the FSMC the following duties and remains individually required to complete such items, perform such tasks or abide by the terms and conditions of the following documents: AGENCY Food Program Permanent Service Agreement, CNP Web applications, CNP Web claim submissions, approving and processing NSLP income applications, access and distribution of benefit status, Benefit Issuance Document, access and use of Direct Certification system, verification procedures, civil rights compliance reporting, USDA Foods orders and procurement of FSMCs, in accordance with 7 CFR part 210.16

- w. Submit proposed Invitation for Bid ("IFB")/Request for Proposal ("RFP") to the AGENCY for review and approval. Written approval of the IFB/RFP must be received from the AGENCY prior to advertising for bids/proposals. Submit copies of all contracts with FSMCs, along with a certification of independent price determination to the AGENCY prior to the beginning of PROGRAM operations. Written approval must be received from the AGENCY prior to both parties entering into contract.
- x. Individuals with access to CNP Web shall abide by the AGENCY Acceptable Use Policy, which covers the use of electronic communication networks and computer-based administrative applications of the AGENCY. This policy applies to all personnel using these intranet, extranet, internet and administrative resources, including, but not limited to, officials and employees of schools, school districts, charter schools and AGENCY. CNP Web accounts and passwords shall not be provided to consultants, consulting firms or FSMCs contracting with SPONSOR. Individuals who fail to comply will be subject to further action.
- y. Each local educational agency participating in a PROGRAM authorized by the NSLA and CNA shall establish a local school wellness policy that includes, at a minimum, goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness, as well as nutrition guidelines for all foods available on campus to promote student health and reduce childhood obesity, and guidelines for school meals as specified in Public Law 111-296, Section 204. SPONSORS must permit parents, students, and members of the general public to participate in the development, implementation and periodic review of the wellness policy. SPONSOR shall also periodically measure (and make available to the public) an assessment regarding the implementation of the wellness policy, including the extent to which schools under the jurisdiction of the local educational agency are in compliance with the policy, the extent to which the policy compares to model local school wellness policies, and a description of the progress made in attaining the goals of the policy.
- z. As defined in the NSLA, the SPONSOR shall implement a school food safety program, to be applied to any facility or part of a facility in which food is stored, prepared or served for the purposes of the PROGRAM, that complies with any hazard analysis and critical control point system established by the Secretary of Agriculture.
- aa. In accordance with 7 CFR parts 210.13(b) and 220.7(a)(2), schools shall obtain a minimum of two (2) food safety inspections during each school year conducted by a state or local governmental agency responsible for food safety inspections. They shall post in a publicly visible location a



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report of the most recent inspection conducted, and provide a copy of the inspection report upon request. Sites participating in more than one (1) child nutrition PROGRAM shall only be required to obtain two (2) food safety inspections per year if the nutrition PROGRAMs offered use the same facilities for the production and service of meals.

D. ASSURANCE OF CIVIL RIGHTS COMPLIANCE

1. The SPONSOR hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the DEPARTMENT (7 CFR parts 15, 15a and 15b); U.S. Department of Justice Enforcement Guidelines (28 CFR parts 50.3 and 42); and DEPARTMENT directives and guidelines to the effect that no person shall, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any PROGRAM or activity for which the SPONSOR receives federal financial assistance from the DEPARTMENT; and hereby gives assurance that it will immediately take any measures necessary to effectuate provisions of this Agreement.
2. This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance and the permission to use federal property or interest in such property, or the furnishing of services without consideration, at a nominal consideration or at a consideration which is reduced for the purpose of assisting the SPONSOR, or in recognition of the public interest to be served by the furnishing of services to the SPONSOR, or any improvements made with federal financial assistance extended to the PROGRAM SPONSOR by the DEPARTMENT.
3. By accepting this assurance, the SPONSOR agrees to compile data, maintain records and submit reports as required to permit effective enforcement of nondiscrimination laws and permit authorized DEPARTMENT personnel during hours of PROGRAM operation to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the DEPARTMENT shall have the right to seek judicial enforcement of this assurance.
4. This assurance is binding on the SPONSOR, its successors, transferees and assignees as long as such person or entity receives assistance or retains possession of any assistance from the DEPARTMENT. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the PROGRAM applicant.
5. AGENCY and SPONSOR shall maintain information on civil rights complaints, if any, submitted and/or received by the SPONSOR, AGENCY or DEPARTMENT, and their resolutions.



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E. EQUAL OPPORTUNITY/NON DISCRIMINATION

The Parties of this Agreement shall comply with Executive Order 75-5 as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable state and federal employment laws, rules and regulations, including the American with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

F. RIGHT OF JUDICIAL ENFORCEMENT; CHOICE OF LAW

The SPONSOR recognizes and agrees that federal financial assistance will be extended in reliance on the representations stated herein and in the Exhibits hereto and that the United States and the State of Arizona, individually or jointly, shall have the right to seek judicial enforcement of the Agreement. This Agreement is made in the State of Arizona and shall be interpreted by the laws of the State of Arizona including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona, the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, A.A.C. R2-7-101 et seq. and A.A.C. R7-2-1001 et seq. Any litigation arising out of this Agreement shall be brought in Arizona.

G. MUTUAL OBLIGATIONS, RESPONSIBILITIES AND WARRANTIES

The AGENCY and the SPONSOR mutually agree that:

1. With the approval of the AGENCY, sites may be added or deleted from the site sheet as the need arises, and the references herein to the site sheet shall be deemed to include the most recently approved site sheet.
2. The AGENCY shall promptly notify the SPONSOR of any change in the minimum meal requirements or the assigned rates of reimbursement.
3. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend this Agreement if made with a corporation for its general benefit.
4. This Agreement, and the duties arising hereunder, shall become effective on July 1, 2014 or upon signature by the Superintendent of Public Instruction, or his designee, whichever occurs last. This Agreement shall automatically renew on July 1 of each year, beginning July 1, 2015, unless either party notifies the other at least thirty (30) days before the renewal date of their intent not to renew. Before any amendment or extension may become effective, appropriate action must be taken by



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ordinance, resolution or otherwise pursuant to the laws applicable to public agencies entering into this Agreement.

5. The SPONSOR's participation in the PROGRAM(s) under this Agreement is conditioned upon the AGENCY's approval of the SPONSOR's on-line application to the AGENCY through the CNP Web, a fully executed written Agreement with the AGENCY, and, in the event the SPONSOR contracts with a FSMC to manage its food service operation under this Agreement, the AGENCY's review and approval of the SPONSOR's contract(s) with a FSMC prior to the execution of the contract(s) as required in 7 CFR parts 210.9, 210.16 and 210.19. For this Agreement period, reimbursement shall not be made for any meals served before these conditions have been fully met by the SPONSOR.
6. No right or interest in this Agreement shall be assigned or delegated without the written permission of the other party.
7. The SPONSOR shall repay to the federal government or the AGENCY all monies determined by any financial-compliance audit or review to be owed to the federal government or the AGENCY in connection with any PROGRAM for which the SPONSOR has received funds. If the SPONSOR fails to make such repayment within thirty (30) days after demand by the AGENCY, SPONSOR shall also pay all reasonable attorneys' fees based on reasonable hourly charges of like experienced attorneys in Phoenix, Arizona for the Assistant Attorney General representing the AGENCY or the BOARD or the attorney representing the DEPARTMENT in seeking to enforce this paragraph.
8. The Parties to this Agreement agree to resolve all disputes arising out of or relating to the Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes if not in conflict with federal law.
9. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors, transferees and assignees.

H. FREE AND REDUCED-PRICE POLICY STATEMENT

The SPONSOR must supply copies of its PROGRAM Application, Free and Reduced-Price Policy Statement and the Free and Reduced-Price Document Summary to the AGENCY. The Free and Reduced-Price Policy Statement will be considered a permanent document.

I. CONFLICT OF INTEREST; CANCELLATION

1. No employee, officer or agent of the SPONSOR who has, or whose relative has, a substantial interest in any contract, sale, purchase or service to the SPONSOR, shall participate in selection or



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in the award or administration of a contract if a conflict of interest, real or apparent, would be involved pursuant to A.R.S. § 38-503 and 7 CFR part 3016.36(b)(3).

2. Pursuant to A.R.S. § 38-511, the State of Arizona, its political subdivisions or any department or agency of either may, within three (3) years after its execution, cancel any agreement, without penalty or further obligation, made by the State of Arizona, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State of Arizona, its political subdivisions or any of the departments or agencies of either is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other Party to the agreement in any capacity or a consultant to any other Party of the agreement with respect to the subject matter of the agreement. A cancellation made pursuant to this provision shall be effective when the SPONSOR receives written notice of the cancellation unless the notice specifies a later time.

J. AGREEMENT INTERPRETATION AND AMENDMENT

1. No Parole Evidence. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any term used in this document.
2. No Waiver. Either party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
3. Written Agreement Amendments. This Agreement may be modified only in a writing signed by all of the parties or their duly authorized agents. Notice required pursuant to this Agreement shall be served personally or by mail upon each party at the addresses specified on the signature page of this Agreement.

K. THIRD PARTY ANTITRUST VIOLATIONS

The SPONSOR assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the SPONSOR toward fulfillment of this Agreement.

L. NON-AVAILABILITY OF FUNDS

Every payment obligation of the State of Arizona under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and



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available for the continuance of the Agreement, this Agreement may be terminated by the State of Arizona at the end of the period for which funds are available. No liability shall accrue to the State of Arizona in the event this provision is exercised, and the State of Arizona shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section.

M. RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the SPONSOR shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after completion of this Agreement or until resolution of an unsolved audit which exceeds the designated time period. All records shall be subject to inspection and audit by the State of Arizona for five (5) years after the termination of this Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the SPONSOR shall produce the original of any or all such records.

N. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401; E-VERIFY REQUIREMENT

1. The SPONSOR warrants compliance with all federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the SPONSOR may be subject to penalties up to and including termination of this Agreement.
3. Failure to comply with a state audit process to randomly verify the employment records of the SPONSOR shall be deemed a material breach of this Agreement and the SPONSOR may be subject to penalties up to and including termination of this Agreement.
4. The AGENCY retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that the SPONSOR is complying with the warranty under paragraph 1 of this Section.

O. TERMINATION/SUSPENSION

This Agreement may be terminated upon thirty (30) days notice in writing by either party. Notwithstanding the foregoing, the AGENCY may terminate this Agreement immediately upon receipt of evidence that the terms hereof have not been complied with by the SPONSOR. Pursuant to 7 CFR part 210.25, whenever it is determined that the SPONSOR has materially failed to comply with the provisions of this Agreement, or with AGENCY/DEPARTMENT guidelines and instructions, the AGENCY may suspend or terminate the



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Agreement in whole, or in part. The SPONSOR may also terminate this Agreement by mutual agreement with the AGENCY. The AGENCY and the SPONSOR shall comply with the provisions of 7 CFR part 3015 subpart N, concerning suspension, termination and closeout procedures.

P. CERTIFICATION

The SPONSOR certifies that all information submitted related to the Program is true and correct and understands that deliberate misrepresentation may result in prosecution.



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USDA Foods AGREEMENT

(Applicable to SPONSORS receiving USDA Foods)

Policies/Procedures

1. The AGENCY solicits vendors (Warehouse/Distributor) to distribute DEPARTMENT donated food to eligible SPONSORS. SPONSORS shall receive donated food as required by 7 CFR part 250. The cost of shipping will be paid by the SPONSOR. The SPONSOR is responsible for establishing a purchase order with the delivering vendor. The AGENCY will announce annually the delivery charge (service, handling and administrative fees) and delivery vendor prior to the beginning of the fiscal year. Payments are due to the delivering vendor within the terms to be determined after completion of credit application. Shipments will be withheld if the SPONSOR becomes 30 days from the agreed credit terms. Failure to pay will result in termination of participation and non-renewal of USDA Foods Program
2. The SPONSOR agrees to pay excess storage and administrative fees for USDA Foods that are not ordered and have not been refused within the designated dwell times.
3. The SPONSOR agrees to accept and order USDA Foods only in quantities that can be used in a six (6) month period in a non-profit School Food service. Any SPONSOR ordering USDA Foods in excess quantities may be held financially responsible for spoilage or contamination which results in the foods being unfit for human consumption. SPONSOR is to notify the AGENCY when any loss of, or damage to, USDA Foods occurs.
4. The SPONSOR shall receive and use USDA Foods only for the benefit of those persons eligible for congregate meals provided by the SPONSOR. Foods will not be transferred or used otherwise without prior written approval of the AGENCY. USDA Foods shall not be sold or traded, but may be transferred with the approval of the AGENCY when determined to be in the best interest of the PROGRAM.
5. The SPONSOR shall maintain evidence that necessary protective measures are maintained when storing donated food. Evidence to support would include, but are not limited to, storage temperature charts verifying proper storage temperatures, pest control schedule and security system used. Documentation must be available to verify that all storage facilities obtained all necessary federal, state and/or local health inspections or if no such inspections are made, a self-evaluation form for storage facilities be completed annually.
6. The SPONSOR shall maintain all records pertaining to transactions relating to receipt, disposal and inventory of USDA Foods. All records required in this agreement shall be retained for the period indicated in Section M of this Agreement.
7. The SPONSOR shall complete, return and maintain a copy of inventory forms provided by the AGENCY. Failure to comply may result in termination of participation in the USDA Foods. The SPONSOR shall comply with instructions from the AGENCY to: (a) distribute remaining inventory of USDA Foods, or (b) return inventories with applicable reports to the AGENCY if a PROGRAM is terminated.



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8. Funds received by the SPONSOR from sales of salvable containers or salvage of USDA Foods shall be deposited in SPONSOR's Non-Profit Food Service Account.
9. SPONSORs may elect to participate in the Food Distribution processing programs. Cost of the processing and distribution of the end product will be incurred by the SPONSOR. Participants shall:
 - a. Follow federal and state procurement rules and regulations in purchasing end products not bid by the AGENCY;
 - b. Release USDA Foods only to the AGENCY approved processor;
 - c. Maintain records to support purchase of processed commodity end products; and
 - d. Be held responsible to fulfill commitments to the AGENCY and processor.
10. The SPONSOR shall permit inspection by the AGENCY or DEPARTMENT personnel of the storage facilities and any other areas used in handling USDA Foods. The SPONSOR shall also allow inspection of all records including financial records pertaining to the USDA Foods.
11. FSMCs may use USDA Foods in the preparation of meals for eligible SPONSORs pursuant to a written contract, which meets the requirements of 7 CFR part 250.12(c). If a FSMC is used, the SPONSOR will submit a copy of the contract to the AGENCY annually. Contracts will ensure that:
 - a. Any donated food will be used only to benefit the SPONSOR's feeding operation;
 - b. Proper inventory controls will be maintained;
 - c. All books and records of the FSMC pertaining to the feeding operation of the SPONSOR will be available for the period indicated in Section M of this Agreement; and
 - d. The responsibility will be clearly defined for who (the SPONSOR or the FSMC) will be accountable for the payments to be made to the distributor and commodity processors within sixty (60) days of billing.



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SPECIAL MILK PROGRAM AGREEMENT

(Applicable to those SPONSORS participating in Special Milk Program)

THE SPONSOR AGREES TO:

1. Operate a nonprofit milk service.
2. Submit claims for reimbursement and maintain a financial management system in accordance with procedures established by the DEPARTMENT and the AGENCY.
3. Make no physical segregation or other discrimination against or overt identification of any child because of his/her inability to pay the full price of the milk.
4. Make free milk available (if applicable) to all eligible children whenever it is provided under the Special Milk Program.
5. Make maximum use of the reimbursement payments to reduce the price of the milk served to paying children and maintain a nonprofit status (not applicable to non-pricing programs).
6. Claim reimbursement only for fluid types of milk as defined in 7 CFR part 215.2 served to children at the assigned rate for the classification of paid (or free, if applicable) in accordance with 7 CFR parts 215.8 and 215.10.
7. Maintain full and accurate records of the PROGRAM operation including the number of half-pints of milk served to children, the number of half-pints of milk served to adults and the number of half-pints of milk served free to eligible children if free milk is provided.
8. Furnish a written statement of the policy followed in making determinations as to eligibility of children receiving free milk. Such policy shall be consistent with the rules issued by the DEPARTMENT on this subject (7 CFR part 245) (required only for pricing programs providing free milk to children).



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CLEAN AIR/CLEAN WATER ACT COMPLIANCE

(Applicable to SPONSORS receiving \$100,000 or more in federal funds)

1. The SPONSOR agrees that any facility to be utilized in the performance of this Agreement is not listed on the Environmental Protection Agency ("EPA") List of Violating Facilities (the "List") as of the date of submitting this Agreement.
2. The SPONSOR further agrees that it shall not use any facility on the List in the performance of this Agreement for the duration of the time that any such facility remains on the List.
3. The SPONSOR further agrees to notify the AGENCY if it intends to use in the performance of this Agreement any facilities on the List or learns or knows that the facility being used has been recommended to be placed on the List.
4. The SPONSOR additionally agrees that it shall, in the performance of this Agreement, comply with all requirements of the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Clean Water Act (33 U.S.C. § 1251 et seq.) including the requirements of section 114 of the Clean Air Act and Section 308 of the Clean Water Act and all applicable Clean Air standards and Clean Water standards.
5. The SPONSOR further agrees that it shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738 and EPA regulations found in 40 CFR part 15 (which prohibit the use of facilities on the List). In addition to notifying the AGENCY of facilities to be used which are on the List, SPONSOR also agrees to notify the EPA Assistant Administrator for Enforcement.



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CERTIFICATION PAGE

(Applicable to SPONSORS with governing boards only;
must be completed and signed before signature page.)

INSTRUCTIONS: The following information must be inserted into the Certification Section below.

- (1) County in which the governing board is located.
- (2) Name of governing board member authorized to sign this certification page.
- (3) City in which governing board meeting regarding the Food Program Permanent Service Agreement was held.
- (4) Date of governing board meeting.
- (5) Legal title of the SPONSOR's governing board; current year.
- (6) Name of designated official who will be signing the Food Program Permanent Service Agreement (same designated official as on line 1 of the signature page of this Agreement).
- (7) Signature of governing board member (same name as on line (2) of this certification page).
Please note that a governing board member *cannot* designate himself or herself as the *Designated Official*.

CERTIFICATION

State of Arizona)

County of (1) MARICOPA)

I, (2) _____, the duly appointed or elected and qualified
Name of Governing Board Member

member of, and acting on behalf of the governing board, do hereby certify that during a regular meeting held in (3)
 TOLLESON Arizona, on (4) _____, this governing board, by motion made, seconded
and carried, approved and authorized execution of an agreement between the (5)
 TOLLESON UNION HIGH SCHOOL DISTRICT and the State Board of Education (BOARD) for the purpose of
participating in the National School Lunch Program, School Breakfast Program, and/or Special Milk Program, for the period
beginning July 1, 2014.

(6) KIMBERLY LUVISI has been designated by the governing board to sign this Agreement.
Name of Designated Official
(Cannot be the same as (2) above)

I further certify that this meeting was duly noticed, called and convened and was attended by a majority of the members of the
governing board and that approval has not since been altered or rescinded.

(7) _____
Signature of Governing Board Member
(Same as (2) above)



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FOOD PROGRAM PERMANENT SERVICE AGREEMENT Revised Summer 2014

SIGNATURE PAGE

AGREED TO AND SIGNED:

1. Kimberly Lewis - Director of FN [Signature]
 (Print or Type Name and Title) (Signature of Designated Official if applicable)
 [Same as item (6) on Certification Page]

TOLLESON UNION HIGH SCHOOL DISTRICT
 (SPONSOR) (Date)

Address 9801 W. VAN BUREN ST., TOLLESON, AZ 85353

OTHER AUTHORIZED SIGNATURES

2. _____ (Print or Type Name and Title) _____ (Signature)

3. _____ (Print or Type Name and Title) _____ (Signature)

4. _____ (Print or Type Name and Title) _____ (Signature)

FOR OFFICIAL USE ONLY
STATE BOARD OF EDUCATION

 (Superintendent of Public Instruction or Designee) (Date)
 1535 West Jefferson, Phoenix, Arizona 85007

SUMMARY OF AGENDA ITEM

DATE: August 12, 2014

TO: Dr. Lexi Cunningham and Governing Board Members

SUBJECT: Declaration of Curricular and Instructional Alignment to the Arizona Academic Standards – 2014-2015

PURPOSE:

Administration seeks Governing Board approval of the Declaration of Curricular and Instructional Alignment to the Arizona Academic Standards.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

All public schools must submit annually to the Arizona Department of Education a Declaration of Curricular and Instructional Alignment to the Arizona Academic Standards for language arts, mathematics, science, and social studies. The Declaration requires affirmations from the Governing Board and Superintendent regarding the alignment of curriculum and the evaluation of instruction to the standards.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

The Declaration of Curricular and Instructional Alignment to the Arizona Academic Standards affirms that the District has adopted a curriculum that is aligned with the Arizona Academic Standards and an evaluation system that assesses whether teachers are integrating the standards into their instructional practices.

BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

It is recommended that the Governing Board approve the Declaration of Curricular and Instructional Alignment to the Arizona Academic Standards for the 2014-2015 school year.

Submitted by: John Spier

Date: 8-6-2014

Approved by: Lexi Cunningham

Date: 8-6-14



State of Arizona
Department of Education

John Huppenthal
Superintendent of
Public Instruction

**DECLARATION OF CURRICULAR & INSTRUCTIONAL ALIGNMENT
TO THE ARIZONA ACADEMIC STANDARDS**

Pursuant to State Board of Education Policy, all public schools (including charter schools) must submit annually to the Arizona Department of Education (ADE) a Declaration of Curricular and Instructional Alignment to the Arizona Academic Standards, referred to in this document collectively as the "Standards," that include:

- K-12 English Language Arts – Arizona’s College and Career Ready Standards (AZCCRS) for English Language Arts (adopted in 2010).
- K-12 Mathematics – Arizona’s College and Career Ready Standards (AZCCRS) for Mathematics (adopted in 2010) and Arizona’s College and Career Ready Standards for Literacy in Science and Technical Subjects (Grades 6-12, adopted in 2010).
- K-12 Science – Science standard (adopted in 2004) and Arizona’s College and Career Ready Standards for Literacy in Science and Technical Subjects (Grades 6-12, adopted in 2010).
- K-12 Social Studies – Social Studies standard (adopted in 2005) and Arizona’s College and Career Ready Standards for Literacy in History/Social Studies (Grades 6-12, adopted in 2010).

The Declaration requires affirmations from the Governing Board, Superintendent, and Principal (or equivalent charter school officials), regarding the alignment of curriculum and the evaluation of instruction to the Standards.

Governing Board

The Governing Board of the Tolleson Union High School District /Charter affirms that it has adopted a curriculum that is aligned with the Arizona Academic Standards, *including Arizona’s College and Career Ready Standards*, and adopted an educator evaluation system that is aligned with the Arizona State Board of Education adopted framework, all associated educator evaluation legislation and assesses whether teachers are integrating the Standards into their instructional practices. These policies are in effect for the 2014-2015 school year.

The deadline for submitting the Governing Board Declaration is **October 15, 2014**. The Declaration may be submitted at any time prior to the deadline. **Please submit by uploading this signed document into the ALEAT Filing Cabinet.**

My signature below affirms the foregoing is accurate and complete:

Name of Governing Board Member (print or type)

President
Title

Signature

Date

Arizona Department of Education
High Academic Standards for Students Division



State of Arizona
Department of Education

John Huppenthal
Superintendent of
Public Instruction

**DECLARATION OF CURRICULAR & INSTRUCTIONAL ALIGNMENT
TO THE ARIZONA ACADEMIC STANDARDS**

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- K-12 Social Studies – Social Studies standard (adopted in 2005) and Arizona’s College and Career Ready Standards for Literacy in History/Social Studies (Grades 6-12, adopted in 2010).

The Declaration requires affirmations from the Governing Board, Superintendent, and Principal (or equivalent charter school officials), regarding the alignment of curriculum and the evaluation of instruction to the Standards.

Superintendent/Charter Administrator

In my capacity as Superintendent/Charter Administrator of the Tolleson Union High School District/Charter, I affirm that:

1. The Governing Board of the Tolleson Union High School District /Charter affirms that it has adopted a curriculum that is aligned with the Arizona Academic Standards, *including Arizona’s College and Career Ready Standards*, and adopted an evaluation system that assesses whether teachers are integrating the Standards into their instructional practices. These policies are in effect for the 2014-2015 school year.
2. The District/Charter administration of the Tolleson Union High School District/Charter is implementing these policies by:
 - a. Establishing a transition and implementation plan for Arizona’s Common Core Standards.
 - b. Providing instructional materials aligned to the Standards, *including Arizona’s College and Career Ready Standards*.
 - c. Providing (or arranging for others to provide) opportunities for teachers and principals to receive training related to the Standards, *including Arizona’s College and Career Ready Standards*.
 - d. **Currently 100% of LEA staff have received training related to Arizona’s College and Career Ready Standards.**
 - e. Administering the adopted District/Charter’s system of teacher evaluation to confirm that teachers are integrating the Standards into their instructional practices as reflected in the adopted Professional Teaching Standards.
 - f. *For non-unified school districts:* collaborating on a curriculum alignment agreement between all corresponding feeders and receiving districts.

The deadline for submitting the Governing Board Declaration is **October 15, 2014**. The Declaration may be submitted at anytime prior to the deadline. **Please submit by uploading this signed document into the ALEAT Filing Cabinet.**

My signature below affirms the foregoing is accurate and complete:

Dr. Lexi Cunningham
Name of Superintendent/Charter Administrator (print or type)

Superintendent
Title

Signature

Date

Arizona Department of Education
High Academic Standards for Students Division

SUMMARY OF AGENDA ITEM

DATE: August 12, 2014
TO: Dr. Lexi Cunningham and Governing Board Members
SUBJECT: Travel Request

PURPOSE:

Administration seeks Governing Board approval of a travel request.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

The Governing Board is responsible for approving out-of-state (staff and students) and in-state overnight (student) travel.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

As described on attachment.

BUDGET IMPACT AND COSTS:

As described on attachment.

RECOMMENDATION:

It is recommended that the Governing Board approve the travel request from Copper Canyon High School.

Submitted by: *Lakyn Marie Eubank* Date: *8-6-14*
Approved by: *Lexi Cunningham* Date: *8-6-14*

TRAVEL REQUESTS**August 12, 2014**

SCHOOL	WHO	WHAT/WHEN/ WHERE	PURPOSE	TRAVEL EXPENSES PAID BY	SUBSTITUTE COVERAGE
Copper Canyon High School	Girls Varsity Volleyball Head Coach Peter McGloin, Assistant Coaches Jessica Basford, Henny Tenuyl, and Mark Bozeman, and twelve (12) members of the team	Mary Jo Goldey Volleyball Invitational 09/05/14 – 09/07/14 Lake Havasu, AZ	Build team cohesion and chemistry while competing against schools not typically encountered during the regular season.	Volleyball Club	N/A



COPPER CANYON HIGH SCHOOL

Aztecs Aspire. Aztecs Achieve.

9126 West Camelback Road
Glendale, Arizona 85305

Phone: 623-478-4800
Fax: 623-478-4802
coppercanyon.tuhsd.org

TO: Superintendent, Dr. Cunningham & Governing Board Members
FROM: Mindy Marsit, Principal
RE: Travel Request
DATE: July 28, 2014

The Copper Canyon High School Girls Varsity Volleyball team members have been given the opportunity to participate in the Mary Jo Goldey Volleyball Invitational in Lake Havasu, AZ on September 6, 2014. I respectfully request your approval for the Head Coach Peter McGloin, Assistant Coach Jessica Basford, Assistant Coach Henny Tenuyl, and Assistant Coach Mark Bozeman along with 12 members of the team to participate in the Invitational. Substitute coverage will not be required.

This event will provide an opportunity for team members to build cohesion and chemistry. Most of our student athletes seldom have the opportunity to see other parts of Arizona. This will be a great opportunity for these young ladies to compete against schools not typically encountered during the regular season, as well as, create a positive and memorable experience. The tournament fee is \$300.00, transportation cost will be \$528.36, and lodging will cost \$1,395.84. All costs will be funded by the Volleyball Club account.

I support the participation of our coaches and team members in this tournament. Please contact Coach McGloin, Assistant Principal Mike Abbas, or me, if you require further information regarding this request.

Respectfully,

Mindy Marsit

APPROVED:

Dr. Lexi Cunningham, Superintendent

DATE:

8-1-14



COPPER CANYON HIGH SCHOOL

Aztecs Aspire. Aztecs Achieve.

9126 West Camelback Road
Glendale, Arizona 85305

Phone: 623-478-4800
Fax: 623-478-4802
coppercanyon.tuhsd.org

Mary Jo Goldey Volleyball Invitational Proposal

- Date:** September 6, 2014
- Who:** Copper Canyon Girls Varsity Volleyball, 12 players
- What:** Mary Jo Goldey Volleyball Invitational
- Where:** Lake Havasu, AZ
- Cost:** \$300 Tournament Entry Fee to be paid with Club Funds
- Rationale:** Opportunity for student athletes to travel outside of the Phoenix area, compete with new schools not encountered during the traditional season, as well as, gain a positive and memorable experience.
- Transportation:** White Bus/Head Coach certified to drive; travel cost of 528.36 to be paid with Volleyball Club funds.
- Lodging:** Hampton Inn (6 rooms), 2 nights; Cost of \$1,395.84 to be paid with Volleyball Club funds.
- Coaches:** Head Coach – Peter McGloin, Assistant Coach – Jessica Basford, Assistant Coach – Henny Tenuyl, and Assistant Coach – Mark Bozeman.

SUMMARY OF AGENDA ITEM

DATE: August 12, 2014

TO: Dr. Lexi Cunningham and Governing Board Members

SUBJECT: Second Amendment to the Agreement with the City of Goodyear for the Rental of the City Municipal Pool Facility for the 2014-2015 School Year

PURPOSE:

Administration seeks Governing Board ratify the approval of the Second Amendment to the Agreement for the Rental of the City Municipal Pool Facility with the City of Goodyear for the 2014-2015 school year.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

The District is in need of access to a swim facility for students in the Tolleson Union High School and Westview High School swim program.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

The Agreement provides the facilities needed for the District to offer students a complete swim program.

BUDGET IMPACT AND COSTS:

The cost to the District is a flat fee of \$1,500 plus the cost of electricity to heat the pool. If lifeguards are requested by the District during the term of this amendment, the City of Goodyear will provide at a cost of \$12 per hour.

RECOMMENDATION:


It is recommended that the Governing Board ratify the approval of the Second Amendment to the Agreement for the Rental of the City Municipal Pool Facility with the City of Goodyear for the 2014-2015 school year.

Submitted by: 

Date: 8-6-14

Approved by: 

Date: 8-10-14

	SECOND AMENDMENT AGREEMENT FOR RENTAL OF CITY MUNICIPAL POOL FACILITY CON 13-2228-A2	Parks & Recreation Dept 3075 N. Litchfield Rd Goodyear, AZ 85395 (623) 882-7525 phone
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This Second Amendment (“Amendment”) to the Agreement for Rental of the City Municipal Pool Facility CON 13-2228 (“Agreement”) is entered by and between the City of Goodyear, an Arizona municipal corporation (“City”) and Tolleson High School District #214 (“District” or “Lessee”). The City and District will collectively be referred to as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, the Parties executed the Agreement on August 14, 2012; and

WHEREAS, the Parties now desire to extend the Agreement for an additional Use Period.


AGREEMENT

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

1. Term. Section 1 of the Agreement is amended to read:
The term of this Agreement shall be for the Program Season 2014, which is approximately August 1, 2014 through November 15, 2014 annually. This term may be extended one additional (1) program season, upon the written agreement of the Parties and subject to adjusted User Fees and the availability of the Facilities.
2. Use Period. Section 2 of the Agreement is amended to reflect the dates of use as August 1, 2014 through November 15, 2014.
3. Except as expressly modified herein, all terms and conditions of the Contract shall remain the same in full force and effect.
4. Authorizations. The signatories to this Amendment represent that they have been appropriately authorized to enter into this Amendment on behalf of the Party for which they sign, and that no further action or approvals are necessary before execution of this Amendment.
5. Provision of Lifeguards. Section 14 of the Agreement is amended to read as follows:
“*At the District’s request, the City may provide the lifeguards necessary for the District’s Swim Program (practices and swim meets) during the Use Period. The District shall pay the City a fee of \$12 per hour per lifeguard present during each scheduled use.*”

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year last signed below.

Tolleson High School District

By: 
DR. LEXI CUNNINGHAM
Its: SUPERINTENDENT

Dated: 8-10-14

City of Goodyear

By: _____
Brian Dalke
Its: City Manager

Dated: _____

ATTEST

By _____
Maureen Scott, City Clerk

APPROVED AS TO FORM

By _____
Roric Massey, City Attorney

SUMMARY OF AGENDA ITEM

DATE: August 12, 2014

TO: Dr. Lexi Cunningham and Governing Board Members

SUBJECT: Memorandum of Understanding with Maricopa County Education Service Agency – Transforming Juveniles through Successful Transition

PURPOSE:

Administration seeks Governing Board approval of the Memorandum of Understanding with Maricopa County Education Service Agency (MCESA) for the Transforming Juveniles through Successful Transition (TJST) initiative.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

The mission of TJST is to empower all TJST students to experience academic progress, achievement, and success, and to graduate career and college ready. To achieve their mission, TJST will (1) increase the number of TJST students successfully enrolled with regular attendance and continuous enrollment; (2) decrease the rate of recidivism of JTST students through the use of an individualized Education and Career Action Plan (ECAP) for each student and successful affiliations in four (4) areas; (3) leverage partnerships and systems designed to assist the District to accomplish the vision and mission of the TJST initiative; and (4) increase the number of JTST students on track to graduate.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

TJST believes in empowering youth and families through coaching, encouraging, and discovering their potential by connecting them in the areas of home and family, community and service, hobbies and recreation, and education and career. By supporting youth and families in identifying and obtaining connections to caring adults, schools, programs, and services needed to assist youth in reaching their goals, TJST believes that these youths can transition to productive adults.

BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

It is recommended that the Governing Board approve the Memorandum of Understanding with Maricopa County Education Service Agency for the Transforming Juveniles through Successful Transition initiative.

Submitted by: Yakim Yvette Eubanks Date: 8-6-14

Approved by: Lexi Cunningham Date: 8-10-14



MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT AND
MARICOPA COUNTY EDUCATION SERVICE AGENCY

Tolleson Union High School District, an eligible Local Education Agency (LEA) School, and as an *Alliance Partner School*, hereafter referred to as **School**; and *Maricopa County Education Service Agency*, hereafter referred to as **MCESA**; affirm the individual and mutual commitments and responsibilities of MCESA and School through this *Memorandum of Understanding* (MOU). Each will strive to ensure the accomplishment of the Vision, Mission, Goals, Objectives, Critical Work Activities, and Program Evaluations on behalf of all assigned students served by *Transforming Juveniles through Successful Transition*, hereafter referred to as **TJST**.

VISION

“All Students Will Succeed—No Exceptions”

MISSION

Empower All TJST Students to Experience Academic Progress, Achievement, Success, and Graduate Career and/or College Ready.

PRIORITY GOALS

1. **Increase** the number of TJST students successfully enrolled, with regular attendance and continuous enrollment. *(As evidenced by an annual increase of TJST students being continuously enrolled, with at least 90% attendance, in School at each of the respective intervals of 60, 90, 180, and 360 days)*
2. **Decrease** the rate of recidivism of TJST students through use of an individualized Education and Career Action Plan (ECAP) for each student; and successful affiliations (goals set and making progress or completing set goals) in the areas of: **Home and Family, Community and Service, Hobbies and Recreation, and Education and Career.** *(As evidenced by an annual 20% reduction of TJST student recidivism beginning Calendar Year 2013 and each ensuing year through Calendar Year 2018)*
3. **Leverage** Partnerships and Systems designed to assist TOLLESON UNION SCHOOL DISTRICT to accomplish the Vision and Mission of the TJST Initiative. *(As evidenced by successful implementation of inter-agency MOUs with each participating MCESA Youth Transition Advisory Council (MYTAC) community agency)*
4. **Increase** the number of TJST students on track to graduate. *(As evidenced by an annual increase in graduation requirement credits earned in accredited LEAs)*



ALLIANCE MEMBER'S COMMITMENTS AND RESPONSIBILITIES

MCESA and its Alliance Partner Schools affirm its individual and mutual commitments and responsibilities to ensure the accomplishment of the Vision, Mission, Goals, Objectives, Critical Work Activities, and Program Evaluations for *Transforming Juveniles through Successful Transition Initiative as follows:*

1.0 MARICOPA COUNTY EDUCATION SERVICE AGENCY COMMITMENTS AND RESPONSIBILITIES

As an Alliance Member, MCESA affirms its individual commitments and responsibilities with the School to ensure the accomplishment of the Vision, Mission, Goals, Objectives, Critical Work Activities, and Program Evaluations for *Transforming Juveniles through Successful Transition Initiative as follows:*

- 1.1 Coordinate a ***“seamless transition”*** of TJST students from a secure care facility to the School.
- 1.2 Facilitate and coordinate, with the appropriate community agency, each ***TJST Student’s Affiliations*** with Home and Family; Career and Education; Community and Service; and Hobbies and Recreation.
- 1.3 Meet regularly with each TJST student’s ***family/guardian, School and community support teams*** to facilitate setting specific, measurable, realistic and timely (SMART) goals for each of the Student’s Affiliations
- 1.4 Work closely with TJST family/guardians to access resources and support for assisting their son or daughter to ***accomplish the vision, mission and goals of the TJST program*** including, but not limited to, Setting Boundaries; Working with Multi-Disciplinary Teams; Advocating for their Child; Understanding Adolescent Development and Behavior; Setting and Monitoring Goals for Teens; Planning for Transitions from High School to Adult Life; Preventing and Addressing Bullying and Pregnancy; Teen Stress and Anger Management; Teen Drug and Alcohol Addictions; Signs of Suicide; Teens and the Law; etc.
- 1.5 Ensure that each ***TJST student is empowered*** to accomplish his/her Affiliation Goals, through highly effective coordinated resources from School and community resources.
- 1.6 Maintain ***a constant vigilance*** to ensure that TJST students attend the School, demonstrate honorable behavior, and attend all support services designed for success.
- 1.7 Communicate on a monthly basis with the School and Associated Community Agencies (TJST Student Support Services) to engage in ***formative evaluations*** to determine the levels of accomplishments of the TJST Programs Vision; Mission; and Goals. Monitor and/or adjust TJST student goals and services as necessary.
- 1.8 Facilitate the ***development and implementation of positive behavioral programs*** that will assist each TJST student to develop coping skills related to Stress Management, Anger Management, Money Management, Interpersonal Relations ,Drug and Alcohol Addictions, etc.
- 1.9 Assist in obtaining ***School Entry Level Documents*** including, but not limited to, transcripts; appropriate records; Education Career Action Plan (ECAP); academic and affective domain

assessments; Individualized Education Plan (IEP) for students with special needs; and a list of courses initiated but not completed while in secure care.



- 1.10 Facilitate TJST completion of all courses initiated in Secure Care.
- 1.11 Develop and implement a class or course schedule designed to ensure that each student will Graduate Career and/or College Ready.
- 1.12 Coordinate employment opportunities for students who are maintaining positive attendance, receiving passing grades and demonstrating acceptable behavior at the School with **Arizona Call-A-Teen Youth Resources**, and other workforce development agencies.
- 1.13 Utilize in-School **facility space** for Transition Facilitator to meet students, at a minimum of one time per week to determine the status of each TJST student's ECAP and Affiliations with Home and Family; Career and Education; Community and Service; and Hobbies and Recreation and "wrap-around" community support services for each TJST student.
- 1.14 Identify **Extra-Curricular Activity Opportunities** provided by the School and/or other external agencies for TJST students.
- 1.15 **Communicate regularly with student's support team members** (i.e., parent/guardian, Transition Facilitator, probation/parole officer, etc.) on the TJST student's academic progress; behavior; and achievements.
- 1.16 Design; facilitate and implement specialized **Professional Development Programs** that are designed for School's staff to assist TJST students to succeed.
- 1.17 **Facilitate additional School Funding**, including but limited to: HB 2488 Two Hundred Days of Instruction; Assurance of Leveraging the "Small Schools Funding Formula"; Current Year's Fiscal Funding; Grants and Foundations; Substitute Funding for Educator Training; Instructional PC's; Laptops; etc.; Student Incentives; Assessment Materials; Legislative Facilitation for TJST Program Enhancements; Content Development for Staff Training; Program Evaluations; Job Opportunities for Continuing TJST students etc.
- 1.18 Identify and provide information and current resources supporting TJST Student's Affiliation with Home and Family; Career and Education; Community and Service; and Hobbies and Recreation through Geographic Information System (GIS) mapping.

2.0 ALLIANCE MEMBER TOLLESON UNION HIGH SCHOOL DISTRICT EDUCATION COMMITMENTS AND RESPONSIBILITIES

As an Alliance Member, TOLLESON UNION HIGH SCHOOL DISTRICT affirms its individual commitments and responsibilities to ensure the accomplishment of the Vision, Mission, Goals, Objectives, Critical Work Activities, and Program Evaluations for **Transforming Juveniles through Successful Transition Initiative as follows:**

- 2.1 Coordinate, with the Transition Facilitator and a central school contact, a **"seamless" transition** of TJST students from a secure care facility to the School.
- 2.2 Collaborate with TJST student's Transition Facilitator and appropriate community service agency representatives, which **assist the student to positively affiliate** with Home and Family; Career and Education; Community and Service; and Hobbies and Recreation.
- 2.3 Facilitate, with the TJST Transition Facilitator, the development and implementation of **positive behavioral programs** that will assist each TJST student to develop coping skills related to "Stress



MCESA

Maricopa County Education Service Agency

Management”; “Anger Management”; “Money Management”; “Interpersonal Relations”; “Drug and Alcohol Addictions”; etc.

- 2.4 Provide ***open entry and flexible schedules*** allowing TJST students to enroll in School not more than two (2) School days after release from secure care.
- 2.5 Identify a contact person assigned and available for each TJST student to support the youth on a day-to-day basis and to contact the TJST Transition Facilitator if any concerns regarding the student arise.
- 2.6 ***Accept transcripts*** for previously earned credits and continue Secure Care ***academic courses in progress*** for each TJST student meeting the criteria established by TUHSD.
- 2.7 Utilize each student’s ***Education Career Action Plan (ECAP)***, transcripts, and academic assessments for placements in School’s courses of study.
- 2.8 Evaluate student transcripts and ***Individualized Education Plan (IEP)*** for students with special needs within three (3) workdays after student enrollment.
- 2.9 Provide ***in-School facility space*** for Transition Facilitator to meet with TJST youth at a minimum of one time per week to determine the status of each student’s ECAP and Affiliations with Home and Family; Career and Education; Community and Service; and Hobbies and Recreation and “wrap-around” support services.
- 2.10 Implement a class or course of study designed to ensure that each student will graduate Career and/or College Ready.
- 2.11 Coordinate student participation in ***Extra-Curricular Activity Opportunities*** identified by TJST and provided by the School and/or other external agencies for TJST students.
- 2.12 ***Communicate regularly*** with student’s support team members (i.e., parent/guardian, Transition Facilitator, probation/parole officer, etc.) on student progress
- 2.13 Participate in specialized ***Professional Development Programs*** that are designed for staff to assist TJST students to succeed.

TOLLESON UNION SCHOOL DISTRICT AND MARICOPA COUNTY EDUCATION SERVICE AGENCY AFFIRMATION OF MUTUAL COMMITMENTS AND RESPONSIBILITIES

As Alliance Members, TOLLESON UNION HIGH SCHOOL DISTRICT and MCESA mutually affirms its commitments and responsibilities to ensure the accomplishment of the Vision, Mission, Goals, Objectives, Critical Work Activities, and Program Evaluations of *Transforming Juveniles through Successful Transition Initiative*. **Both parties agree to:**

- 3.1 Collaborate on the administration of appropriate career interest and academic requirement inventories [e.g. AzCIS; Kuder Preference; Strong’s Inventory; required academic preparation ACT Explore (Skills and Knowledge for College Success); The ACT (Skills and Knowledge needed for First Year Students); The ACT Test (College and Career Ready)]. Design, coordinate, facilitate and implement education programs that align with TJST student’s career interests and aptitudes.
- 3.2 Collaborate on the administration of appropriate inventories to measure engagement [e.g. ACT “Engage” (Measures of Motivation, Social Engagement, and Self-Regulation); Gallup Student Poll



MCESA

Maricopa County Education Service Agency

(Measures of Hope, Engagement, and Wellbeing]. Design, coordinate, facilitate and implement education programs that align to TJST interpersonal relationships.

- 3.3 The parties expressly acknowledge and agree this MOU is intended to be a non-binding expression of their respective commitments to support TJST in the context of their usual and ordinary operations. Nothing herein shall be construed to legally obligate either party to take any specific actions or do any specific things (or refrain from doing so) at their sole discretion. For example, Tolleson Union High School District shall not be obligated to accept a certain number of students in its program, reserve capacity for potential TJST students, or take any similar actions. Neither party shall assume any legal binding obligation or agreement as a result of its execution and delivery of this MOU.



**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT AND
MARICOPA COUNTY EDUCATION SERVICE AGENCY
ON BEHALF OF *TRANSFORMING JUVENILES THROUGH SUCCESSFUL TRANSITION***

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed the entire contents of this Memorandum of Understanding on the dates indicated below:

On Behalf of TOLLESON UNION HIGH SCHOOL DISTRICT:

Principal or Lead Teacher

Superintendent/Charter Holder

Date: _____

Date: _____

On Behalf of Maricopa County Service Agency (MCESA):

Ms. Dottie Wodraska, Director for TJST

Regional Coordinator

Date: _____

Date: _____

Dr. Don Covey, County Superintendent

Ms. Kristine Morris, Chief County Superintendent

Date: _____

Date: _____

SUMMARY OF AGENDA ITEM

DATE: August 12, 2014

TO: Dr. Lexi Cunningham and Governing Board Members

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

PURPOSE:

Administration seeks Governing Board approval of the Memorandum of Understanding/Partnership Agreement with the The Be A Leader Foundation (BALF).

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

The purpose of the Agreement is to establish an affiliation between BALF and the District to provide support to the TUHSD community through direct support of the District through programs, campus Be A Leader clubs, scholarships, and mentoring for District students.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

BALF will support the District and the community at large by collaborating with the District on the implementation of technology support, scholarship programs, and community-based programming.

BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

It is recommended that the Governing Board approve the Memorandum of Understanding/Partnership Agreement with The Be A Leader Foundation.

Submitted by: Karim M. Eubank Date: 8-6-14
Approved by: Lexi Cunningham Date: 8-12-14

Memorandum of Understanding / Partnership Agreement

THE BE A LEADER FOUNDATION

This Affiliation Agreement is entered into as of August 1, 2014 (the "Effective Date"), between The Be a Leader Foundation (BALF) and Tolleson Union High School District (District)

1. **Term.**

The term of this Agreement shall be for one year, renewable annually for up to four additional years, commencing on the Effective Date. This Agreement must be reviewed on an annual basis to determine its effectiveness for both parties. The parties may revise or modify this Agreement only by a written amendment signed by both parties.

2. **General Purpose.**

The purpose of this Agreement is to establish an affiliation between BALF and the District to provide support to the Tolleson Union High School District community through direct support of the District through programs, campus Be A Leader Clubs, scholarships and mentoring for District students and college going initiatives.

3. **District's Obligations.**

- a) The District agrees to work collaboratively with BALF to successfully implement Be A Leader Institute High School programs including support from appropriate staff for club sponsorships and other activities.
- b) The District will provide appropriate space for the programs that support academic initiatives for Be a Leader Institute High School students.
- c) The District will appoint a liaison who will meet regularly with BALF to review and evaluate Be A Leader Institute High School programs.

4. **"The Be a Leader Foundation's" Obligations.**

- a) BALF will support the District and the community at large by collaborating with the District on the implementation of technology support, scholarship programs, and community-based programming.
- b) BALF will follow the District's policies and practices for program implementation.
- c) BALF and the appointed District liaison will meet regularly to review and evaluate Be A Leader Institute High School programs.
- d) BALF will hire a coordinator of college going initiatives for the Be A Leader Institute High School program. The employment term of this position is dependent on continued funding.
- e) BALF will provide administrative support to develop and carry forward its college going initiatives and program objectives.
- f) BALF will follow all student discipline rules set forth by the District and defer to the District on any decisions regarding student discipline that may need to be made.
- g) BALF will designate a representative to coordinate with the District regarding scheduling, information and objectives.

5. **Arizona State Agency Provisions.**

- a) **Nondiscrimination.** Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state and local governments whether or not specifically referenced in this Agreement, and including, but not limited to, those laws, ordinances, Executive Orders,

rules, regulations, standards, and codes mandating non-discrimination on the basis of race, religion, sex, age, national origin, disability or political affiliation.

- b) Right to Cancel. The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.
- c) Arbitration. Notice is provided of Sections 12-1518 and 12-133, Arizona Revised Statutes.
- d) District Records. To the extent required by Section 35-214, Arizona Revised Statutes, District agrees to retain all records relating to this Agreement for a period of five (5) years after the completion of this Agreement. District agrees to make those records available at all reasonable times for inspection and audit by the State of Arizona during the term of this Agreement and for a period of five (5) years after the completion of this Agreement.
- e) E-verify. As mandated by Arizona Revised Statutes 41-4401, Tolleson Union High School District is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes 23-214.A. By signing this Agreement, BALF warrants compliance with the Federal Immigration and Nationality Act and all other Federal immigration laws and regulations related to the immigration status of its employees. By entering into an Agreement with the District, BALF agrees to obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The BALF and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under this Agreement.

6. Miscellaneous.

- a) Both Parties shall maintain during the term of this Agreement commercial general liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this Agreement. Each party shall furnish the other with certificates of insurance evidencing the required coverages required by this Agreement, listing the name of the other party, its agents, officers, employees, officials, and volunteers as additional insureds. Each Party shall maintain Workers' compensation insurance with limits statutorily required by any Federal or state law and Employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.
- b) Each Party shall maintain Professional Liability Insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by each party or any person employed by each party, with a limit of not less than \$1,000,000 each claim.
- c) BALF is an independent contractor and is not an employee of the District. Neither BALF nor any personnel of BALF will for any purpose be considered employees or agents of the District. BALF assumes full responsibility for the actions of BALF's personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation, and disability benefits. Neither the District nor any personnel of the District will for any purpose be considered employees or agents of the BALF. The District assumes full responsibility for the actions of the District's personnel and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation, and disability benefits.
- d) Neither party shall have the right to assign this Agreement without the prior written consent of the other party.

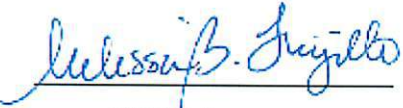
- e) This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. The laws of Arizona, the courts of which state shall have jurisdiction over its subject matter, shall govern this Agreement.
- f) Either party may terminate this Agreement upon 30 days' written notice to the other party.
- g) Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto. BALF agrees that it will not re-disclose personally identifiable information of any of District's students to a third party without the express consent of the student's parent/guardian or student (if student 18 years-old or older).
- h) The parties shall comply with the fingerprinting requirements of A.R.S. § 15- 512 unless otherwise exempted.
- i) The individuals signing below on behalf of the parties hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of each respective party and that this Agreement is binding upon the parties in accordance with its terms..

"THE BE A LEADER FOUNDATION"

TOLLESON UNION HIGH SCHOOL DISTRICT

Mrs. Melissa Trujillo, acting for and on behalf of
The Be a Leader Foundation (BALF)

Tolleson Union High School District (District)

By 
 Date 6/26/14
 Name **Mrs. Melissa Trujillo**
 Title President/CEO & Co-Founder
The Be a Leader Foundation

By _____
 Date _____
 Name _____
 Title _____
Tolleson Union High School District

Address

Address

1715 W. Northern Avenue #104
Phoenix, Arizona 85021

9801 West Van Buren
Tolleson, AZ 85353

Last revised June 26, 2014

SUMMARY OF AGENDA ITEM

DATE: August 12, 2014

TO: Dr. Lexi Cunningham and Governing Board Members

SUBJECT: Resolution of Breach of Contract – Doretha Henry and Megan Hudson

PURPOSE:

Administration seeks a Governing Board approved resolution for the unethical behavior of Westview High School teacher Doretha Henry and Sierra Linda High School teacher Megan Hudson.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

Ms. Henry and Ms. Hudson had signed certified employment contracts for the 2014-2015 school year. Subsequent to signing a contract, both submitted letters of resignation.

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

When the Governing Board approved the 2014-2015 teacher's employment contract language, it was agreed that the existence of one or more of three extenuating circumstances would preclude a teacher from having to pay the liquidated damages – (1) a promotional opportunity (e.g., from a teaching position to an administrative position); (2) a teacher's health issue(s) that would not allow him/her to fulfill the duties as a teacher; and (3) the relocation of a spouse – and that specific and verifiable information would be included in the teacher's resignation letter.

The names of Ms. Henry and Ms. Hudson were listed on the June 24, 2014 Governing Board meeting agenda, under the Human Resources, Personnel listing, as "Resignation/Release from Employment Contract (Pending Payment of Liquidated Damages)". Following the June 24 Governing Board meeting, letters of notification were sent to Ms. Henry and Ms. Hudson stating that the Governing Board had accepted their resignation **pending the payment of liquidated damages**, and that they had thirty days from the date of the letter in which to make payment or their name would be taken to the Governing Board at the next scheduled meeting following the expiration of the thirty day period for breach of contract and subsequent reporting to the Arizona Department of Education. Ms. Henry and Ms. Hudson did not pay the liquidated damages fee within the thirty day period and have not be released from their teaching contract.

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

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

BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

It is recommended that the Governing Board approve the resolution for breach of contract by Ms. Doretha Henry and Ms. Megan Hudson and that said resolution is sent to the Arizona Department of Education.

Submitted by: Karen Marie Eubanks Date: 8-6-14
Approved by: Wendy Cunningham Date: 8-6-14



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

**RESOLUTION
BREACH OF CONTRACT - TEACHER**

WHEREAS, the 2014-2015 Tolleson Union High School District Teacher's Employment Contract contains language requiring the payment of liquidated damages in the amount of \$1,000 and payable to Tolleson Union High School District in the event that a teacher signs a contract and subsequently resigns during the term of the contract.

WHEREAS, the existence of one or more of three extenuating circumstances would preclude a teacher from having to pay the liquidated damages – (1) a promotional opportunity (2) a teacher's health issue(s) that would not allow him/her to fulfill the duties as a teacher; and (3) the relocation of a spouse – and that specific and verifiable information would be included in the teacher's resignation letter. Said employee would be released from the District pending Governing Board approval.

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

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

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

This resolution was moved, seconded, and passed at a meeting of the Tolleson Union High School District #214 Governing Board on August 12, 2014.

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

Steven Chapman, Member

Terri Hackett, Member

Vincent Moreno, Member

Sue Sornsin, Member

Freddie Villalon, Member



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

**RESOLUTION
BREACH OF CONTRACT - TEACHER**

WHEREAS, the 2014-2015 Tolleson Union High School District Teacher's Employment Contract contains language requiring the payment of liquidated damages in the amount of \$1,000 and payable to Tolleson Union High School District in the event that a teacher signs a contract and subsequently resigns during the term of the contract.

WHEREAS, the existence of one or more of three extenuating circumstances would preclude a teacher from having to pay the liquidated damages – (1) a promotional opportunity (2) a teacher's health issue(s) that would not allow him/her to fulfill the duties as a teacher; and (3) the relocation of a spouse – and that specific and verifiable information would be included in the teacher's resignation letter. Said employee would be released from the District pending Governing Board approval.

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

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

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

This resolution was moved, seconded, and passed at a meeting of the Tolleson Union High School District #214 Governing Board on August 12, 2014.

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

Steven Chapman, Member

Terri Hackett, Member

Vincent Moreno, Member

Sue Sornsins, Member

Freddie Villalon, Member

SUMMARY OF AGENDA ITEM

DATE: August 12, 2014
TO: Dr. Lexi Cunningham and Governing Board Members
SUBJECT: Minutes – July 22, 2014 Regular Meeting

PURPOSE:

Administration seeks Governing Board approval of the July 22, 2014 Governing Board Regular Meeting minutes. Mr. Chapman and Mrs. Sornsin were 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 of 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 July 22, 2014 Governing Board Regular Meeting minutes.

Submitted by: Karen Marie Eubank Date: 8-10-14
Approved by: Lexi Cunningham Date: 8-10-14



TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214

GOVERNING BOARD MINUTES

REGULAR MEETING

TUESDAY, JULY 22, 2014

DISTRICT ADMINISTRATIVE CENTER

9801 W. VAN BUREN STREET

TOLLESON, ARIZONA

The Tolleson Union High School District No. 214 Governing Board Meeting was called to order at 6:00 p.m. by Governing Board President Mrs. Terri Hackett with the following members present: Mr. Vincent Moreno and Mr. Freddie Villalon. Mr. Steven Chapman and Mrs. Sue Sornsin were excused from the meeting.

Pledge of Allegiance

Mrs. Hackett led in reciting the Pledge of Allegiance.

Approval of the Regular Agenda

Mr. Villalon moved to approve the Regular Agenda; seconded by Mr. Moreno. In a roll call vote, the motion carried 3-0.

Public Participation

In accordance with Governing Board Policy BEDH, the Governing Board President recognizes citizens who wish to address the Governing Board members. There were no requests.

Summary of Current Events

The Superintendent and/or Governing Board members presented a brief summary of current events. Unless the specific matter was properly noticed for legal action, the Governing Board did not propose, discuss, deliberate, or take legal action at the meeting on any matter in the summary.

Superintendent – Dr. Cunningham

- The principals are actively looking to fill the last remaining staff openings. Each site has done an amazing job with hiring great people.
- The District's new teachers will be welcomed on Thursday, July 24, beginning at 8:00 a.m. at Copper Canyon High School. District leadership will begin the day-long activities by welcoming the teachers and providing an overview of the District. Thursday afternoon and Monday morning have been set aside for the teachers to meet with their site administration. On Friday and Monday morning, the teachers will be engaged in a variety of topics, again at Copper Canyon High School. District mentors, coaches, and curriculum leaders have planned multiple workshops, and each new teacher will end the trainings with a syllabus and a week's worth of lesson plans.
- Walk through registration for students and parents begins the week of July 28. During registration, sites will collect fees, provide information on tax credit and Feeding Our Families, and allow students to pay participation fees. Guidance advisors will be available to assist.

- The principals have worked tirelessly during the summer to ensure their schools are ready for the new school year. The annual back-to-school site visits have begun, first with a visit to Tolleson Union High School. Along with Richard Oros, Executive Director of Facilities Management, Dr. Cunningham will visit each campus before school starts to look at the facilities to ensure they are ready to receive students on August 4. With regards to Tolleson Union, the construction projects are coming to a close and the flag pole plaza is nearing completion. Dr. Cunningham suggested that the Governing Board members visit Westview High School to look at the two new murals.
- Dr. Cunningham thanked the principals and District leadership for the amazing job done last year; particularly with improving student achievement. When the school labels are released at the end of July, the District's community will be happy to see how much some schools have improved. Stating that the District is fortunate to have such an amazing group of individuals leading our students and staff, Dr. Cunningham emphasized that the District's leaders are committed to leading every day.
- The three new assistant principals at Copper Canyon were introduced to the Governing Board – Richard Stinnett (Assistant Principal for Curriculum and Instruction), Jonathan Stewart (Assistant Principal for Discipline and Attendance) and Richard Abbas (Assistant Principal for Athletics and Facilities).

Governing Board

- Mr. Moreno thanked the principals and the Facilities Management Department for all of their hard work in preparing the school sites for the beginning of the school year.
- Mrs. Hackett stated that she has made the decision not to run for an additional Governing Board term and will leave the Governing Board when her term ends in December. She further stated that it would be in the best interests of the District to step down as Governing Board President and allow one of the remaining Board members, who will continue on for the next two years, the experience of being Board President. By stepping down now, it will provide an opportunity for Mrs. Hackett to assist and mentor a new President until the end of the year. Mrs. Eubanks was asked to include an election of officers on the August 12 agenda.

Approval of the Consent Agenda

Mr. Villalon moved to approve the Consent Agenda; seconded by Mr. Moreno. In a roll call vote, the motion carried 3-0.

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

Abbas, Michael	CCHS	Assistant Principal for Athletics and Facilities
Stewart, Jonathan	CCHS	Assistant Principal for Discipline and Attendance
Stinnett, Richard	CCHS	Assistant Principal for Curriculum and Instruction

PROFESSIONAL SERVICES STAFF

Resignation

Sanchez, Jesus	DO	Network Systems Administrator
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CERTIFIED STAFF

New Employees

Conners, Erin	CCHS	Social Studies
Kuecker, Sherri	CCHS	Art
Goetz, Christopher	DO	Guest Teacher
Buchignani, Cassandra	LJCHS	English
Bylsma, Jason	LJCHS	CTE
Lohman, Rachel	LJCHS	Special Services
Mikkelsen, Camille	LJCHS	Special Services
Boydston, Chase	SLHS	Social Studies
Garcia, Edith	SLHS	Wellness
Jones, Lisa	SLHS	English
Kepple, Michael	SLHS	English
Palange, Alfred	SLHS	Social Studies
Quinonez Zanabria, Eduardo	SLHS	Special Services
Richards, Angela	SLHS	Special Services
Stout, Slate	SLHS	English
Vazquez, Whoopi	SLHS	Special Services
Anibas, Karla	TUHS	Guidance Advisor
Doyle, Colin	TUHS	Social Studies
Hymel, Clifford	TUHS	Science
Kuehn, Deborah	TUHS	CTE
Loebe, Mary	TUHS	Guidance Advisor
Riccelli, Denny	TUHS	Math
Schweikert, Kathleen	TUHS	English
Casey, Michael	WHS	Social Studies
Gladden, Alrick	WHS	Math
Mangan, Patrick	WHS	Social Studies
 <u>Site Changes</u>		
Salazar, Martha	TUHS	From WHS to TUHS, Foreign Language
Burgess, George	WHS	From SLHS to WHS, Social Studies
Irish, Robert	WHS	From SLHS to WHS, English
 <u>Position Changes</u>		
Eavey, James	CEA	From Behavior Specialist to Special Education
Fontes, Jonathan	LJCHS	From English to Wellness
Contreras, Sara	SLHS	From Behavior Specialist to Special Education
Petock, Jessica	SLHS	From Instructional Assistant I to Reading
Meana, Andrew	TUHS	From Special Education to Special Services Department Chair
Peacock, Rosie	TUHS	From CTE to Reading
Wills, Heidi	TUHS	From Guest Teacher to English

Extra Duty Assignments

Atkinson, Dacia	CCHS	Professional Development: Literacy
Atkinson, Ryan	CCHS	Professional Development: Literacy
Bloomquist, Kathryn	CCHS	CTE Strategic Planning and Curriculum Writing
Bogus, Justin	CCHS	CTE Strategic Planning and Curriculum Writing
Bohoney, Tyson	CCHS	CTE Strategic Planning and Curriculum Writing
Coffman, Carren	CCHS	CTE Strategic Planning and Curriculum Writing
Daly, Ken	CCHS	Professional Development: Literacy/Technology
Eaton, Heather	CCHS	CTE Strategic Planning and Curriculum Writing
Ernster, Rachelle	CCHS	CTE Strategic Planning and Curriculum Writing
Hennessy, Susan	CCHS	CTE Strategic Planning and Curriculum Writing
Hennessy, Susan	CCHS	S3 Functional Behavior Assessment Training
Jacinto, Vanessa	CCHS	CTE Strategic Planning and Curriculum Writing
Jimerson, DeKenda	CCHS	CTE Strategic Planning and Curriculum Writing
Johnson, Curtis	CCHS	CTE Strategic Planning and Curriculum Writing
Johnson, Kirk	CCHS	Professional Development: Literacy
Khoo, LiPei	CCHS	Professional Development: Literacy
Lamothe, Brian	CCHS	CTE Strategic Planning and Curriculum Writing
Lasater, Brad	CCHS	CTE Strategic Planning and Curriculum Writing
Lewallen, Laurie	CCHS	Professional Development: Literacy
Malave, Joy	CCHS	Professional Development: Literacy Title I Reading Program Training; Title I Program Site Reading Coordinator
Matthews, Kelly	CCHS	CTE Program Lead for Culinary Arts; CTE Strategic Planning and Curriculum Writing
Mitchell, Jason	CCHS	Professional Development: Literacy
Muhammad-Douglas, Linda	CCHS	Title I Reading Program Training
Murphy, Paul	CCHS	CTE Strategic Planning and Curriculum Writing
Newman, Jeffrey	CCHS	Professional Development: Literacy/Technology
Ruvalcaba, Bertha	CCHS	Professional Development: Literacy/Technology
Tracy, Melissa	CCHS	CTE Strategic Planning and Curriculum Writing
Vialpando, Michael	CCHS	CTE Strategic Planning and Curriculum Writing
Bjork, Dawn	DO	Professional Development: Literacy; New Teacher Orientation Planning
Bremser, Cheryl	DO	Professional Development: Schedule Training; Unit Development: Unit 2 Algebra 1/Unit 1 Geometry
Loveland, Hope	DO	Professional Development: Literacy/Technology; New Teacher Orientation Planning
Sgrillo, Elizabeth	DO	New Teacher Orientation Planning
Suggs, Tara	DO	IT Integration Specialist Professional Development Prep
Valenzuela, Ernestina	DO	Indian Education Coordinator
Whalen, Scott	DO	New Teacher Orientation Planning
Alvarez, Sandra	LA	CTE Strategic Planning and Curriculum Writing
Abel, Zeke	LJCHS	Unit Development: Unit 2 Algebra 1
Arellano, Jesse	LJCHS	Professional Development: Technology
Brash, Nicole	LJCHS	Professional Development: Literacy
Dille, Aaron	LJCHS	School Improvement

Extra Duty Assignments (Continued)

Eggleston, Mary Jean	LJCHS	School Improvement
Guiney, Lindsay	LJCHS	School Improvement
Hughes, Richard	LJCHS	School Improvement; Title I Reading Program Training; Title I Program Site Reading Coordinator
Kovach, Zachary	LJCHS	Unit Development: Unit 1 Integrated Science
Landgrebe, Jennifer	LJCHS	Professional Development: Literacy/Technology
Lauletta, Gwen	LJCHS	Professional Development: Technology
Lucca, Nate	LJCHS	Professional Development: Technology/School Improvement
Martinez, Rachel	LJCHS	Professional Development: Technology
Muller, Mary Ann	LJCHS	School Improvement
Nowbath, Stephen	LJCHS	School Improvement
Rowley, Vikki	LJCHS	Title I Reading Program Training
Sepulveda, Fernando	LJCHS	Professional Development: Literacy
St. John, Patricia	LJCHS	Professional Development: Literacy/Technology
Tierney, Chris	LJCHS	Professional Development: Literacy/Technology
Tonn, Emily	LJCHS	Professional Development: Literacy/Technology
Tracy, Melissa	LJCHS	School Improvement
Tudisco, Cathy	LJCHS	Title I Reading Program Training
Turbitt, Jeffrey	LJCHS	Professional Development: Technology
Turnbaugh, Lynette	LJCHS	Professional Development: Literacy/School Improvement
Valenzuela, Ernestina	LJCHS	CTE Guidance Advisor; School Improvement; Title I Schedule Changes: Math and Reading
Zemeida, Greg	LJCHS	Professional Development: Technology
Arviso, Christina	SLHS	S3 Functional Behavior Assessment Training
Carter, Jeffrey	SLHS	Unit Development: Unit 1 Algebra 1
Dima, Valentina	SLHS	Professional Development: Technology
Franciotti, Deanna	SLHS	S3 PBIS/Advisory Curriculum Revisions
		Title I Reading Program Training; Title I Program Site Reading Coordinator
Given, Diana	SLHS	Professional Development: Technology
Haagensen, Joshua	SLHS	Professional Development: Technology
Hernandez, Daisy	SLHS	Title I Schedule Changes: Math and Reading
Pacheco, Christy	SLHS	Title I Reading Program Training
Ramirez, Amanda	SLHS	Professional Development: Literacy/Technology
Saenz, Sonia	SLHS	CTE Program Lead for Culinary Arts
Saldamando, Denise	SLHS	CTE Guidance Advisor
Sanchez, Ruth	SLHS	Professional Development: Literacy
Sovinski, Kaitlin	SLHS	Unit Development: Unit 1 Integrated Science
Young, Bleshea	SLHS	Professional Development: Technology
Barnes, Grace	TUHS	Title I Schedule Changes: Math and Reading
Brankel, Alicia	TUHS	Professional Development: Technology
Carter, Sheila	TUHS	Professional Development: Technology
Chernyshova, Yana	TUHS	Professional Development: Technology
Gulick, Rosemary	TUHS	Professional Development: Literacy/Technology
Meana, Andrew	TUHS	Professional Development: Technology
Meana, Sara	TUHS	Unit Development: Unit 3 Geometry/Unit 2 Geometry; Professional Development: Technology

Extra Duty Assignments (Continued)

Peacock, Rosie	TUHS	Professional Development: Title I Reading Summer Program; Title I Reading Program Training
Rhoades, Tallyn	TUHS	Professional Development: Literacy
Richardson, James	TUHS	Unit Development: Unit 1 Geometry
Rodriguez, Amira	TUHS	Professional Development: Technology
Soto, Portia	TUHS	Professional Development: Technology
Wolochuck, Andrea	TUHS	CTE Guidance Advisor
Burns, Michelle	UHS	Title I Intervention Program Evaluation
Caruso, Terry	UHS	Title I Intervention Program Evaluation
Champie, Morgan	UHS	CTE Guidance Advisor; Title I Intervention Program Evaluation; CTE Strategic Planning and Curriculum Writing
Goman, Daniel	UHS	Title I Intervention Program Evaluation
Kennedy, Marissa	UHS	Title I Intervention Program Evaluation
Lawson, Sharon	UHS	Title I Intervention Program Evaluation
McClellan, Susan	UHS	Professional Development: Technology; Title I Intervention Program Evaluation
Niezwaag, Samantha	UHS	Title I Intervention Program Evaluation
Pendergast, Bonnie	UHS	Title I Intervention Program Evaluation
Polcovich, Janin	UHS	Title I Intervention Program Evaluation
Reyes, Josh	UHS	Title I Intervention Program Evaluation
Spacht, Tricianne	UHS	Title I Intervention Program Evaluation
Trigg, Leonard	UHS	Title I Intervention Program Evaluation
Tung, Qadri	UHS	Title I Intervention Program Evaluation
White, Natasha	UHS	Title I Intervention Program Evaluation
Arenas, Steven	WHS	Professional Development: Instructional Strategies Training
Austin, Asha	WHS	Professional Development: Instructional Strategies Training
Austin, Brian	WHS	Professional Development: Instructional Strategies Training
Brax, David	WHS	Professional Development: Instructional Strategies Training
Burd, Joni	WHS	Professional Development: Instructional Strategies Training
Centner, Patrick	WHS	Professional Development: Instructional Strategies Training
Clemente, Kevin	WHS	Professional Development: Instructional Strategies Training
Cleverly, Lori	WHS	Professional Development: Instructional Strategies Training
Conner, Michael	WHS	Professional Development: Instructional Strategies Training
Cook, Charlotte	WHS	Professional Development: Instructional Strategies Training
Delgado, Jesse	WHS	Professional Development: Instructional Strategies Training

Extra Duty Assignments (Continued)

DeVogelaere, Scott	WHS	Professional Development: Instructional Strategies Training
Dixon, Lori	WHS	Professional Development: Instructional Strategies Training
Eccles, Thomas Jeff	WHS	Professional Development: Instructional Strategies Training
Engleking, Kimberly	WHS	Professional Development: Instructional Strategies Training
Erekson, Jared	WHS	Professional Development: Instructional Strategies Training
Fergus-Beuthin, Ashley	WHS	Professional Development: Instructional Strategies Training
Ferguson, Eva	WHS	Professional Development: Instructional Strategies Training
Garcia, Raquel	WHS	Professional Development: Instructional Strategies Training
Gollihar, Melissa	WHS	CTE Guidance Advisor; Title I Schedule Changes: Math and Reading
Green, Courtney	WHS	Professional Development: Instructional Strategies Training
Henry, Doretha	WHS	Professional Development: Instructional Strategies Training
Hernandez, Jimmy	WHS	Professional Development: Instructional Strategies Training; Professional Development: Utilizing Formative Assessment; Professional Development: Right-Side-UP Lesson Plan
Holliday, Lynn	WHS	Professional Development: Instructional Strategies Training
Ivey, Sara	WHS	Professional Development: Instructional Strategies Training
Juarez, Erik	WHS	Professional Development: Instructional Strategies Training
Kallmes, Lisa	WHS	Professional Development: Instructional Strategies Training
Liddicoat, Janyne	WHS	Professional Development: Instructional Strategies Training
Linder, Pegi	WHS	Professional Development: Instructional Strategies Training
Macias, Carlos	WHS	Professional Development: Instructional Strategies Training/Technology
Macomber, Matthew	WHS	Professional Development: Instructional Strategies Training
Miller, Clarice	WHS	Professional Development: Instructional Strategies Training
Moses, Andrina	WHS	Professional Development: Instructional Strategies Training
Novoa, Rosa	WHS	Professional Development: Instructional Strategies Training

Extra Duty Assignments (Continued)

Olderbak, Samuel	WHS	Professional Development: Instructional Strategies Training
Perez, Angela	WHS	Professional Development: Instructional Strategies Training
Perry, Clayton	WHS	JAG Sponsor
Gollihar, Melissa	WHS	CTE Guidance Advisor
Olderbak, Sam	WHS	Unit Development: Unit 1 Algebra 1
Rhoades, Miranda	WHS	Unit Development: Unit 2 Geometry
Singh, Grishma	WHS	Unit Development: Unit 3 Geometry
Petruncola, Cristine	WHS	Professional Development: Instructional Strategies Training
Phillips, Deborah	WHS	Professional Development: Instructional Strategies Training
Puig, Nolly	WHS	Professional Development: Instructional Strategies Training
Ramirez, Nanette	WHS	Professional Development: Instructional Strategies Training
Rhoades, Miranda	WHS	Unit Development: Unit 2 Geometry
Rimmasch, Kathryn	WHS	Professional Development: Instructional Strategies Training
Roebuck, Scott	WHS	Professional Development: Instructional Strategies Training
Salazar, Martha	WHS	Professional Development: Instructional Strategies Training
Singh, Grishma	WHS	Unit Development: Unit 3 Geometry
Squelch, Casaundra	WHS	Professional Development: Instructional Strategies Training
Thornton, Janet	WHS	Professional Development: Literacy
Vaughan, Janel	WHS	Title I Reading Program Training
Veloz, Joseph	WHS	Professional Development: Instructional Strategies Training
Wiggins, Christine	WHS	Professional Development: Instructional Strategies Training
Williams, Darin	WHS	Title I Reading Program Training; Title I Program Site Reading Coordinator
Worl, Scott	WHS	Professional Development: Instructional Strategies Training

Medical Leave of Absence Request

Austin, Asha	WHS	English
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Return from Medical Leaves of Absence

Ernster, Rachelle	CCHS	Social Worker
Oglesby, Krystal	WHS	Science

Resignation/Release from Employment Contract Pending Payment of Liquidated Damages

Kimball, Pamela	CCHS	Choir/Piano
Lewallen, Laurie	CCHS	Special Education

**Resignation/Release from Employment Contract Pending Payment of Liquidated Damages
(Continued)**

Jacobs, John	LJCHS	Wellness
Shalongo, Jill	SLHS	ELL
Snowsill, Mary	SLHS	Prevention/Intervention Specialist
Dawson, Christy	TUHS	Language Arts
Pacil, Dawn	TUHS	English
Blumenthal, Brittani	WHS	Performing/Visual Arts
Nate, Charles	WHS	Social Studies

CLASSIFIED STAFF

Employment of Personnel

Sosa, Julisa	CCHS	Administrative Assistant III/Special Services
Armenia, Carissa	DO	Lifeguard (Summer Pool Program)
Chapa, Julie	DO	Substitute Bus Monitor
Clark-Taylor, Chandlin	DO	Substitute Bus Driver
Donegan, Erica	DO	Assistant Pool Manager (Summer Pool Program)
Ellis, Deborah	DO	Substitute Bus Driver
Foster, Tiffany	DO	Substitute Bus Monitor
Guzman, Jose	DO	Substitute Bus Driver
Hooks, Renita	DO	Substitute Bus Driver
Huneycutt, Garrett	DO	Lifeguard (Summer Pool Program)
Jensen, Shelby	DO	Lifeguard (Summer Pool Program)
Kennedy, Andrew	DO	Lifeguard (Summer Pool Program)
Marquez, Sarah	DO	Substitute Bus Monitor
Miranda-Perez, Bertha	DO	Substitute Bus Driver
Parker, Cherish	DO	Lifeguard (Summer Pool Program)
Parker, Dawson	DO	Lifeguard (Summer Pool Program)
Parker, Logan	DO	Lifeguard (Summer Pool Program)
Robles, Steven	DO	Lifeguard (Summer Pool Program)
Pierce, Darrell	DO	Skilled Maintenance/Electrician
Rodriguez, Andres	DO	Substitute Bus Driver
Sainz, Emilio	DO	Groundskeeper
Steele, James	DO	Substitute Bus Driver
Surdyn, Bogdan	DO	Skilled Maintenance/Electrician
Troutman, Brandon	DO	Lifeguard (Summer Pool Program)
Tuggle, Alexis	DO	Lifeguard (Summer Pool Program)
Contreras, Juanita	SLHS	Administrative Assistant III/Special Services
Flores, Valerie	TUHS	Security Guard
Moreno, Martina	TUHS	Clerical Support II/Receptionist
Zeller, Maxine	UHS	Administrative Assistant to the Academic Dean
Moreau, Mary	WHS	Clerical Support II/Registration Clerk

Position Changes

Porchas, Angel	DO	From Substitute Bus Driver to Bus Driver
Turner, Nancy	DO	From Food Service Floater to Administrative Assistant IV/Program Specialist
Ayala, Miguel	TUHS	From Cafeteria Cashier to Custodian
Esparza Luna, Gricelda	WHS	From Cafeteria Cashier to Cafeteria Cook
Quiroz, Sophia	WHS	From Bookstore Manager (SLHS) to Administrative Assistant to the Principal

Site Changes

Camacho, Deborah	LJCHS	Cafeteria Cashier (From SLHS)
Llamas, Kristina	LJCHS	Cafeteria Cashier (From TUHS)
Salgado, Reyna	LJCHS	Cafeteria Cashier (From WHS)
Silva, Matthew	LJCHS	Custodian (From WHS)
Alvarez, Erick	SLHS	Cafeteria Cashier (From WHS)
Copeland, Tiwan	SLHS	Custodian (From WHS)
Luna, Gloria	TUHS	Cafeteria Cashier (From LJCHS)
Stark, Lynette	TUHS	Administrative Assistant to the Principal (From WHS)
Tellez, Graciela	TUHS	Cafeteria Cashier (From LJCHS)
Braxton, Carron	WHS	Custodian (From LJCHS)
Chiriff-Sequezza, Stella	WHS	Custodian (From SLHS)
Sabillon, Norma	WHS	Cafeteria Cashier (From LJCHS)
Santos, Edelmira	WHS	Cafeteria Cashier (From LJCHS)

Medical Leave of Absence Request

Romo-Merchant, Tammy	DO	Bus Driver
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Return from Medical Leave of Absence

Marker, Kimberly	DO	Bus Driver
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Military Leave of Absence Requests

Weltha, Keynan	DO	Warehouse Clerk
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Soto, Michael	SLHS	Security Guard
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Extended Leave of Absence Request

Bundy, Alice	DO	Bus Driver
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Resignations

Kavosick, Jeffrey	CCHS	Equipment Manager
Garcia, Rikki	LA	Behavior Specialist
Gutierrez Castillo, Sandra	LJCHS	Administrative Assistant III/Special Services
Lamphere, Elyce	WHS	Athletic Trainer/Coach

Termination

Falco, Lynn	DO	Bus Driver
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Financial Services *

A. Vouchers

Prior to ratification at the Governing Board meeting, Governing Board members reviewed vouchers. Vouchers represent orders for payment of material, equipment, salaries, and services.

- Payroll Vouchers – \$ 642,474.19
- Expense Vouchers – \$ 4,587,517.97

B. Donations

The following donations were received:

- High School Nation – \$800 – Drum set for the La Joya Community High School band and music program.
- Schwan’s Foods – \$5,000 – Incentives for Food Service Department staff.

Purchasing *

A. Annual Contract Extension and Renewal of IFB #14-012-19, Printing Services, with D&L Press, Inc., Alpha Graphics Commercial Printing Services, and Complete Print Shop

The multi-year contracts for printing services lists D&L Press, Inc. as primary and Alpha Graphics Commercial Printing Services as secondary. Line item awards for specialty print items lists Complete Press Shop, D&L Press, Inc., and Alpha Graphics Commercial Printing Services.

Superintendent’s Office *

A. Dual Enrollment Agreement and Addendum with Grand Canyon University for the 2014-2015 School Year

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

B. Intergovernmental Agreement – Alternative and Special Education Services

Buckeye Union High School District has a free standing facility that houses a private day school level of service for their students and surrounding districts which choose to participate in the IGA. ACCEL staff will continue to provide educational services.

C. Amendment to Superintendent’s Employment Agreement

On March 25, 2014, the Governing Board approved a 1.5% pay increase for all employees. Language in the Superintendent’s Employment Agreement states that adjustments to compensation made during the life of the agreement requires an amendment to said agreement. In addition, a modification has been made to language in Exhibit A to clarify that the performance based pay component shall be 5% of the Superintendent’s current salary in years 2014-2015 and 2015-2016.

D. Minutes – June 24, 2014 Regular Meeting and Executive Session

All Governing Board members were present.

FORMAL ADJORNMENT OF REGULAR MEETING

Mr. Villalon moved to adjourn the Regular Meeting; seconded by Mr. Moreno. Mrs. Hackett called the Regular Meeting of the Tolleson Union High School District Governing Board adjourned at 6:11 p.m.

Mrs. Terri Hackett, Governing Board President

SUMMARY OF AGENDA ITEM

DATE: August 12, 2014
TO: Dr. Lexi Cunningham and Governing Board Members
SUBJECT: Arizona School Boards Association Proposed 2015 Political Agenda

PURPOSE:

The September 6, 2014 Arizona School Boards Association (ASBA) Delegate Assembly will determine the positions of the ASBA for any future special sessions of the current legislature and for the first regular session of the fifty-second legislature. The ASBA Legislative Committee has reviewed all proposals submitted under the “Long-Term Focus,” “Short-Term Focus,” and “2015 Legislative Session-Specific” categories.

BOARD POLICIES OR GOALS ADDRESSED AND/OR BACKGROUND:

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

STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

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

BUDGET IMPACT AND COSTS:

N/A

RECOMMENDATION:

It is recommended that the Governing Board review and discuss the 2015 Proposed Political Agenda submitted by the ASBA Legislative Committee and instruct Mr. Steven Chapman, the Governing Board’s official delegate, and Mr. Vincent Moreno, Alternate Delegate, as to the Governing Board’s direction in voting at the September 6, 2014 Delegate Assembly.

Submitted by: Karen Marie Suber Date: 8-6-14
Approved by: Lexi Cunningham Date: 8-6-14



Governmental Relations

TO: GOVERNING BOARD PRESIDENTS AND SUPERINTENDENTS

FROM: Anne Greenberg, Legislative Committee Chair

DATE: July 8, 2014

SUBJECT: PROPOSED 2015 POLITICAL AGENDA AND TRANSITIONED PROCESS

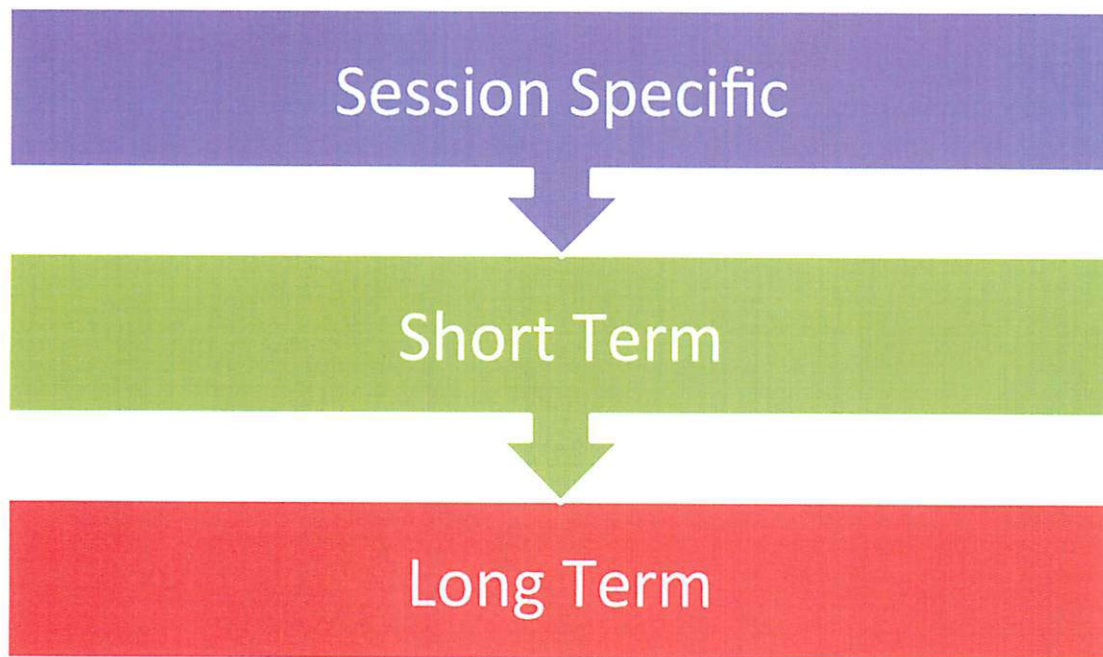
Enclosed are the proposed Delegate Assembly agenda; ASBA's Vision, Mission, and Core Beliefs; and the 2015 Political Agenda as recommended by the Legislative Committee to be considered by the Delegate Assembly on September 6, 2014. **The meeting will be at The Camelback Inn located at 5402 E. Lincoln Drive in Scottsdale and will begin at 8:00 a.m. with registration and a continental breakfast.** Please find the draft agenda attached.

As you are aware, this Delegate Assembly determines the positions of the Arizona School Boards Association for any future Special Sessions of the current legislature and for the First Regular Session of the Fifty-Second Legislature. Your board not only has the opportunity to be represented at this critical policy-determining meeting but also the responsibility to share your district's views and concerns. ASBA cannot be truly representative of all school district governing boards if your board is not part of this deliberative process.

Please copy and distribute this ENTIRE packet to all board members and place the proposed 2015 Political Agenda recommended by the Legislative Committee for consideration on your next board agenda. Following the board's discussion, the board should instruct the district's official delegate as to the board's direction in voting. **If your board has not appointed its official delegate and alternate yet, please do so immediately and notify ASBA of your selection (see attached).** While all board members and superintendents are welcome to attend the Delegate Assembly, each district has only one official delegate.

As ASBA continues to create a more focused document, we do so keeping firmly in place the integral aspect of all members voting on the final product. Thus, staff continued to solicit items for the Political Agenda from every school district governing board, asking that every submitted item be designated to one of three areas: long-term, short-term, and session-specific items. Governing boards put forth 173 total items for consideration.

After a staff review, the Legislative Committee received every proposal as well as staff input regarding key trends seen among the items and issues submitted. The Legislative Committee discussed and distilled those items, voting to present the proposed 2015 Political Agenda for your consideration and ratification. As you review the Political Agenda, please note that although it contains three separate sections, they do not exist in a vacuum, but rather serve as integrated building blocks from session-specific to long-term focus.



This is your board's chance to be heard. Public education, your students, and your community need your board's voice as the issues are debated and positions formulated and articulated. Don't let your board be left out of the discussion. We look forward to seeing you at the Delegate Assembly September 6th.

www.azsba.org

Quality leadership and advocacy for children in public schools



**MEETING OF THE DELEGATE ASSEMBLY
SATURDAY, SEPTEMBER 6, 2014
THE CAMELBACK INN, SCOTTSDALE**

DRAFT AGENDA

8:00 a.m.	REGISTRATION/CONTINENTAL BREAKFAST	
8:30 a.m.	CERTIFICATION AND SEATING OF DELEGATES	
9:00 a.m.	OPENING OF DELEGATE ASSEMBLY	
	Presiding, ASBA President	<i>Elaine Hall Sahuarita Unified</i>
	Chair, Legislative Committee	<i>Anne Greenberg Paradise Valley Unified</i>
	Parliamentarian	<i>TBD Professional Registered Parliamentarian</i>
	Call to Order	<i>Elaine Hall</i>
	Moment of Silence	
	Pledge of Allegiance	<i>Elaine Hall</i>
	Introductions	<i>Elaine Hall</i>
	Report of Credentials Committee	<i>Luis Marquez</i>
	Adoption of Rules of Procedures	<i>Elaine Hall</i>
	Adoption of Agenda	<i>Elaine Hall</i>
	Report of the Legislative Committee	<i>Anne Greenberg</i>
	Proposed Political Agenda Consideration	<i>Delegate Assembly</i>
	ADJOURNMENT	<i>Elaine Hall</i>

azsba.org – o: 602.254.1100 – f: 602.254.1177 – 2100 N. Central Ave., Suite 200, Phoenix, AZ 85004

Executive Director - Dr. Timothy L. Ogle

President – Randy Schiller, Phoenix Union HSD • President Elect – Elaine Hall, Sahuarita USD

Treasurer - Jesus Rubalcava, Gila Bend USD • Secretary – Kathy Knecht, Peoria USD

Immediate Past President - Michael Hughes, Mesa USD

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ASBA

Arizona School Boards Association



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VISION

Quality leadership and advocacy for children in public schools.

MISSION

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

GOALS

GOAL ONE

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

GOAL TWO

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

GOAL THREE

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

OUR CORE BELIEFS

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

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

**2015 DRAFT Political Agenda –
Legislative Committee Recommendations**

Long-Term Focus – These overarching issues must be addressed for public schools to excel and provide an opportunity for every child to succeed. Providing high quality public education is the best investment to grow Arizona’s economy. The items below reflect those key issues on which we will concentrate over the next 5-10 years.

1. **Structurally change** ~~Revise~~ the school finance formula to **equitably and** adequately fund **public** schools to:
 - a. ~~Structurally change the tax structure to a~~ **Assure** a more stable and reliable source.
 - b. Maximize local school district flexibility in managing these funds.
 - c. Require the same accountability measures of all schools and individuals that receive public funds.
 - d. Repeal any program that gives public monies to private schools.
 - e. ~~Include dedicated funding to education.~~

Rationale: The Committee believes that this wording change focuses more on the school funding formula and what is necessary to effectively fund public schools, rather than on the “how’s” such as the tax/revenue system. Additionally, the Committee feels that point (a) covers the need for a reliable funding source and renders point (e) unnecessary.

2. Uphold preservation of local control to reinforce the connection between the community and its elected governing board members.
3. Meet the unique educational needs of every student so that every student has the opportunity to reach his/her full potential.

Short-Term Focus – Building toward our long-term areas of success, the following items represent critical needs to put us on that path, and will engage our energies up to the next 3-5 years.

1. Fund voluntary, full-day kindergarten and include kindergarten students in the override calculation.
2. **Reinstate and fund** ~~Restore~~ capital funding to **funding** formulas to **comply with at least** state school building minimum standards ~~allocations~~.

Rationale: This year’s budget removed the various capital formulas, leaving in place “district additional assistance.” This not only underfunds our capital needs, it also eliminates the specific areas of capital need that were outlined in the minimum standards that provided a solution to Roosevelt v. Bishop.

3. Fund inflation fully in the **manner prescribed by statute mandated by Arizona voters** ~~baseline to uphold the voters' mandate.~~

Rationale: The Committee felt that this statement needed clarification and the statement strengthened pursuant to the court decision regarding Proposition 301.

4. Allow public school tax credits to be used as determined by local districts.

- ~~5. Create greater flexibility with mandated graduation requirements.~~

Rationale: ASBA has worked, and will continue to do so, with the State Board of Education to ensure greater flexibility is had with math credits, especially as it relates to Career and Technical education credits.

6. Establish appropriate financial and academic accountability for Empowerment Scholarship Accounts.

Rationale: In building towards ASBA's long-term focus of repealing any program that gives public monies to private schools, the Committee believes that in the shorter term, ASBA should work towards increasing the financial and academic accountability for ESAs that use public dollars to support private education. Additionally, ASBA will look for credit flexibility in other subjects as the opportunity arises.

2015 Legislative Session-Specific – Building toward our long-term areas of success, the following items reflect issues that will not only move us forward, but we believe can be accomplished next year given the legislative atmosphere and current public trends.

1. ~~Advocate for an Administrative Reduction Omnibus~~ to lessen unfunded mandates and administrative burdens.

Rationale: The Committee acknowledged the numerous school districts reinforcing the goal to lessen unfunded mandates and administrative burdens; however, Committee members believe that staff should be given the greatest flexibility on how to accomplish this, particularly in light of the dearth of specific suggestions as to what an omnibus bill would contain. Therefore, we recommend removal of the omnibus language.

2. Restore Building Renewal funding to ensure school facilities are adequately maintained.

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

Rationale: While referred to as “overrides,” the actual ballot language articulated in statute is “budget increase.” Thus, the Committee continues to recommend a wording change, but believes “locally controlled funding” better articulates what an override is, especially when it comes to the actual ballot question.

~~4. Advocate for school safety funds to create a safe learning environment.~~

Rationale: Additional school safety dollars were appropriated in the Fiscal Year 2014 budget, with pilot program requirements and monies from the appropriation still being fleshed out.

5. Allow school districts greater flexibility in the divestiture of property to address population and course needs.
6. Maximize trust land income for teachers' salaries and student classroom opportunities.
7. Allow districts the option to operate individual schools for 200-day school years and increase **accompanying** funding ~~from 5% to 8%~~ **from 5%** to improve student achievement.

Rationale: The Committee recommends a wording change to make it clear that funding for 200-day school years should be at 8% from the current 5% (rather than appear to be requesting an increase in a range from 5% to 8%).

8. Restore 9th grade funding for CTE/JTEDs, **and fully fund JTEDs at 100%**, so that students have the opportunity to be exposed to **and pursue** career fields and/or certification completion.

Rationale: The Committee supported the numerous district proposals to also ensure that all JTEDs receive 100% funding in addition to restoring 9th grade funding, so that students are career-ready through exposure to various career fields and/or certification.

9. **Reinstate**~~Protect~~ the **ability**~~right~~ of districts to charter schools for innovation.

Rationale: Beginning in Fiscal Year 2015, a traditional school district will no longer be able to sponsor charter schools solely through its governing board. Those districts that sponsored charter schools prior to Fiscal Year 2014 are constrained with a 20% growth limit and those that began operation in FY15 can only operate that one year before converting back.

10. Fund the implementation costs of Arizona's new standards, assessments, and technology **and provide for adequate assessment transition time.**

Rationale: While funding for Arizona's College and Career Ready standards continues to be a core need, there are also accountability and policy implications that must be addressed (i.e., administration times, data turnaround times, needing a baseline data year for growth purposes, etc.)

11. Lead efforts to align Arizona's accountability system with the criteria desired for student, school, and district success.

Rationale: Not only will Arizona be choosing a new assessment, but, as we have seen with recent issues on the change in the traditional A-F high school model, there are changes happening as to what should and should not be measured and by how much, as well as

questions regarding the psychometrics of reliability. This is an opportune time for ASBA to lead the discussion on how we want to hold our schools and districts accountable that may move us beyond assessments and specific subject areas.

12. Provide greater equity in funding and access for special education students within the public school system.

Rationale: More than 7 years have elapsed since Arizona conducted its special education cost study. At the same time that schools are underfunded across the board, we have shortchanged our schools in special education funding. Further, access for special education students (charter schools, traditional school open enrollment, ESAs, etc.) continues to be problematic, creating an equity issue that needs to be addressed.

13. Establish appropriate financial and academic accountability for Arizona Online Instruction programs.

Rationale: The proliferation of online providers has heightened the discussions about what constitutes a quality online course, quality provider standards, how students are funded, etc. While opportunities exist for online learning to assist our public school students, it is important that the playing field be equal for brick-and-mortar and online providers and programs.