



**NOTICE OF PUBLIC MEETING**

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

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

- DATE:** August 11, 2015
- TIME:** 5:00 p.m. – Executive Session  
6:00 p.m. – Regular Meeting
- 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 6, 2015 By: Karyn Morse Eubanks, Executive Assistant to the Governing Board

**A complete copy of the meeting agenda can be found on the TUHSD website: [www.tuhsd.org](http://www.tuhsd.org)**

**REGULAR MEETING**

**1. Call to Order and Roll Call**

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

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

**2. Pledge of Allegiance**

**3. Approval of the Regular Agenda**

*Recommendation:* That the Governing Board approve the Regular Agenda.

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

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

**CALL FOR EXECUTIVE SESSION**

Pursuant to A.R.S. §38-431.03.A.3

It is recommended that the Governing Board establish an Executive Session to be held immediately during a recess in the Regular Meeting.

A.3 – Discussion or consultation for legal advice with the attorney or attorneys of the public body regarding legal aspects of meet and confer process, policy, and related matters.

*Recommendation:* That the Governing Board approve a motion to move into Executive Session.

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

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

**RECESSING OF REGULAR MEETING FOR EXECUTIVE SESSION**

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

**EXECUTIVE SESSION**

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

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

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

**B. Reading of Confidentiality Statement**

**C. A.R.S. §38-431.03.A.3 – Discussion or consultation for legal advice with the attorney or attorneys of the public body regarding legal aspects of meet and confer process, policy, and related matters.**

**D. Adjournment of Executive Session**

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

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

**RECONVENING OF REGULAR MEETING – GENERAL FUNCTIONS**

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

**4. Public Participation**

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

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

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

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

**5. 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.

**6. Approval of the Consent Agenda**

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

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

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

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

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

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

**CONSENT AGENDA\* ITEMS**

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

	<b><u>PDF</u></b> <b><u>PAGE #</u></b>
<b>*1. Human Resources</b>	
<b>A. Personnel Items</b> Recommendations for approval/ratification of personnel actions.	<b>6-8</b>
<b>*2. Financial Services</b>	
<b>A. Vouchers</b> Vouchers represent orders for payment of material, equipment, salaries, and services.	<b>9-10</b>
<b>*3. Superintendent’s Office</b>	
<b>A. Agreement with Special Education Services; dba Southwest Academy, for Self-contained Special Education Programs at Copper Canyon High School and Sierra Linda High School</b> Southwest Academy will provide three teachers and three paraprofessionals to perform special education services that utilize the District’s curriculum materials and texts that address both academic and behavioral issues.	<b>11-20</b>
<b>B. Cooperative Procurement and Use Agreement with Tolleson Elementary School District for Joint Use of Courier Services</b> The Cooperative Procurement and Use Agreement will allow the District and Tolleson Elementary School District to achieve greater efficiencies in school administration by cooperatively procuring and using courier services.	<b>21-24</b>
<b>C. Intergovernmental Agreement with the City of Avondale for School Resource Officer Services at La Joya Community High School and Westview High School</b> The Intergovernmental Agreement allows for a police officer to work with and aid the school administrations and student populations in reducing crime on the school campuses through activities that include education, positive police/student interactions, and enforcement of criminal laws.	<b>25-46</b>
<b>D. Transportation Agreement with the Agua Fria Union High School District</b> Both the District and Agua Fria Union High School District are legally required to provide transportation for one (1) student each to the Arizona Centers for Comprehensive Education and Life Skills (ACCEL). The Transportation Agreement allows for the Agua Fria Union High School District to transport the District student in exchange for reporting the transportation route miles.	<b>47-52</b>

**ACTION/DISCUSSION ITEMS**

PDF  
PAGE #

1. **Minutes – July 28, 2015 Regular Meeting and Executive Session** 53-57  
Freddie Villalon was excused from the meeting.

*Recommendation:* That the Governing Board approve the July 28, 2015 Regular Meeting and Executive Session minutes.

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

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

2. **Community Priorities – Response to Letter from State Representatives Richard Andrade and Ceci Velasquez** 58-59

Dr. Cunningham received a letter from State Representatives Richard Andrade and Ceci Velasquez of Legislative District 29 in which the Representatives listed several community issues they have addressed to date. The letter also stated, “To ensure that we are representing you, we need to hear about YOUR priorities for our community.” At the request of Governing Board member Corina Madruga, the Governing Board members and Dr. Cunningham will have an opportunity to discuss their thoughts, ideas, and priorities on community issues that can be addressed by Representatives Andrade and Velasquez.

*Recommendation:* At the Governing Board’s discretion.

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

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

3. **Policy HA; Meet and Confer Goals** 60

At the request of Governing Board President Steven Chapman, Governing Board members will have an opportunity to discuss proposed changes to Policy HA; Meet and Confer Goals.

*Recommendation:* At the Governing Board’s discretion.

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

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

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

- August 25, 2015
- September 8, 2015
- September 22, 2015

**ADJOURNMENT**

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

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

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** August 11, 2015

**AGENDA SUBJECT:** Personnel Items

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**PURPOSE:**

Administration seeks Governing Board approval/ratification of personnel actions.

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

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

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

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

**BUDGET IMPACT AND COSTS:**

N/A

**RECOMMENDATION:**

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

Submitted by: Michael Stewart  
Director, Human Resources Date: July 30, 2015

Reviewed by:   
Superintendent Date: July 30, 2015

# TUHSD HUMAN RESOURCES

**To:** Karyn Eubanks, Executive Assistant to the Superintendent and Governing Board  
**From:** Michael Stewart, Human Resources Director  
**Date:** 07/30/2015  
**Re:** Personnel Items, Governing Board Meeting, 08/11/2015

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

## PROFESSIONAL SERVICES STAFF

### Resignation (Exempt From Liquidated Damages)

Agostinho, Sara	DO	District Prevention Coordinator/Project Manager
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## CERTIFIED STAFF

### Employment of Personnel

Melde, Laura	CCHS	Physical Education
Vega, Guillermo	CCHS	English
Campbell, Tevis	DO	Guest Teacher
Drew, Karle	DO	Guest Teacher
Harper, Jamesetta	DO	Long Term Substitute
Harris, Benjamin	DO	Long Term Substitute
Ray, Belinda	DO	Guest Teacher
Breceda Cooper, William	LJCHS	English
Cadigan, John	LJCHS	Mathematics
Gaucin, Charles	LJCHS	English
Markgraf, Colin	LJCHS	In-House Substitute
Carson, Devin	SLHS	In-House Substitute
Galletti, Carlos	SLHS	Band/Orchestra
Hogan, Lisa	TUHS	Special Services

### Resignation (Pending Payment of Liquidated Damages)

Cook, Jacob	CCHS	Biology
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## CLASSIFIED STAFF

### Employment of Personnel

Bankston, Curtis	CCHS	Instructional Assistant I
Real-Chavez, Hilda	CCHS	Instructional Assistant II
Sosa, Brittny	CCHS	Instructional Assistant I
Underwood, Jonathen	CCHS	Security Guard

Furman, Pamela	DO	Substitute Bus Monitor
Howell, Andritti	DO	Substitute Bus Driver
James, Robert	DO	Substitute Bus Driver
Ornelas, Claudia	DO	Administrative Assistant III
Sechrist, Kimberly	DO	Substitute Bus Driver
Vazquez, Gustavo	DO	Substitute Bus Driver
Gomez, Gilberto	LJCHS	Instructional Assistant I
Leyva, Marlynn	LJCHS	Instructional Assistant I
Olivares, Laura	LJCHS	Attendance Clerk
Raeder, Jessica	LJCHS	Instructional Assistant I
Burgess, Elizabeth	TUHS	Instructional Assistant I
Leon, Carmen	TUHS	Attendance Clerk
Gonzales-Norris, Danica	SLHS	Instructional Assistant II
Szoke, Rhonda	WHS	Student Information Systems Manager
<b><u>Resignations</u></b>		
Martinez, Angelica	CCHS	Records Clerk
Ortega, Erika	DO	Substitute Bus Monitor
Aguayo, Rosa	WHS	Cafeteria Cashier
<b><u>Job Abandonment</u></b>		
Martinez, Adam	LJCHS	Groundskeeper
Falcon, Mark	TUHS	Groundskeeper



# SUMMARY OF AGENDA ITEM

**MEETING DATE:** August 11, 2015

**AGENDA SUBJECT:** Vouchers

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**PURPOSE:**

Administration seeks Governing Board ratification of payroll and expense vouchers.

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

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

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

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


**BUDGET IMPACT AND COSTS:**

Payroll Vouchers: \$ 358,119.45 (#46 and #1)  
Expense Vouchers: \$ 844,115.68 (#7128-7132 and #8005-8010)

**RECOMMENDATION:**

It is recommended that the Governing Board ratify payroll vouchers 46 and 1 and expense vouchers 7128-7132 and 8005-8010.

Submitted by: Tracy McLaughlin  
Director, Financial Services Date: July 29, 2015

Reviewed by:   
Superintendent Date: July 29, 2015

**APPROVAL OF PAYROLL/EXPENSES VOUCHERS**

**RATIFY PAYROLL VOUCHERS:**

Voucher	46	\$	90,757.35
Voucher	1		267,362.10
<b>TOTAL</b>			<b><u>\$ 358,119.45</u></b>

**RATIFY EXPENSE VOUCHERS:**

Voucher	7128	\$	174,729.36
Voucher	7129		79,100.09
Voucher	7130		20,890.59
Voucher	7131		2,649.44
Voucher	7132		47,408.68
Voucher	8005		258,494.90
Voucher	8006		1,079.78
Voucher	8007		139,255.34
Voucher	8008		243.81
Voucher	8009		42,691.93
Voucher	8010		77,571.76
<b>TOTAL</b>			<b><u>\$ 844,115.68</u></b>

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** August 11, 2015

**AGENDA SUBJECT:** Agreement with Special Education Services; dba Southwest Academy, for Self-contained Special Education Programs at Copper Canyon High School and Sierra Linda High School

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**PURPOSE:**

Administration seeks Governing Board approval of the Agreement with Special Education Services; dba Southwest Academy for the 2015-2016 school year.

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

Southwest Academy will provide three teachers and three paraprofessionals to perform special education services. Southwest Academy will utilize the District's curriculum materials and texts to better facilitate projected or actual mainstreaming. The total curriculum will address both academic and behavioral issues. The initial term of the agreement is August 3, 2015 through July 31, 2015 with two renewal options.

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

Southwest Academy will establish and operate high school level self-contained special education programs at Copper Canyon High School and Sierra Linda High School.


**BUDGET IMPACT AND COSTS:**

Classroom costs of \$405,000.00 (\$135,000.00/classroom).

**RECOMMENDATION:**

It is recommended that the Governing Board approve the Agreement with Special Education Services; dba Southwest Academy to operate self-contained special education programs at Copper Canyon High School and Sierra Linda High School for the 2015-2016 school year.

Submitted by: John Speer  
Assistant Superintendent \_\_\_\_\_ Date: July 30, 2015 \_\_\_\_\_

Reviewed by:   
Superintendent \_\_\_\_\_ Date: July 30, 2015 \_\_\_\_\_

**AGREEMENT BETWEEN  
SPECIAL EDUCATION SERVICES d/b/a SOUTHWEST ACADEMY  
AND TOLLESON UNION HIGH SCHOOL DISTRICT  
FOR PROVISION OF SPECIALIZED EDUCATIONAL SERVICES FOR THE  
SCHOOL YEAR 2015-2016 AND EXTENDED SCHOOL YEARS**

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THIS AGREEMENT FOR PROVISION OF SPECIALIZED EDUCATIONAL SERVICES (the "**Agreement**") is entered into this 11<sup>th</sup> day of August, 2015 (the "**Effective Date**"), between Special Education Services d/b/a Southwest Academy, an Illinois not-for-profit corporation, licensed to do business in the State of Arizona (herein referred to as "**SWA**"), and the Tolleson Union High School District (herein referred to as the "**District**"). SWA and District are sometimes referred to collectively as the "**Parties**", or individually as a "**Party**".

**I. PURPOSE & LOCATION.**

SWA shall set up and operate a high school level self-contained special education program for District (the "**Program**" or the "**Services**") at the District's school buildings located at:

Copper Canyon  
9128 W Camelback Rd  
Glendale, AZ 85305

Sierra Linda  
3434 S 67<sup>th</sup> Avenue  
Phoenix, AZ 85043

(the "**Building**") in accordance with standards established by the Arizona State Board of Education ("**ASBE**"). The Program will be for:

- (i) Emotionally disturbed students enrolled in District schools, or enrolled in other public schools and accepted by District as tuition students (hereinafter "**Emotionally Disturbed Students**").

**II. SWA SERVICES.**

SWA shall provide three teachers and three para professionals to District's Emotionally Disturbed Students in the form of special education service. The teacher shall be employed by, or be an independent contractor of, SWA. Curriculum materials and texts will be provided by District. The total curriculum will address both academic and behavioral issues. District educational materials will be used with students to better facilitate projected or actual mainstreaming.

Should the need arise as determined by SWA staff, SWA will provide, at no additional cost to District, CIBS program services at its 4418 N 67<sup>th</sup> Avenue, Phoenix, facility on a temporary basis for District enrolled students currently enrolled in the SWA Classrooms at District.

### III. FACILITIES.

District shall provide a Classrooms and an office/intervention room at the Building (the "Classrooms") at no cost to SWA. Physical Education activities may be arranged at the participating high school. The use of the space provided for SWA shall be limited to providing the services for the Program being provided by SWA and shall not be used for other purposes without the written authorization of District. The District, in collaboration with SWA, will determine the need for additional Classroom space annually.

### IV. PERSONNEL.

Initially, SWA will provide one (1) of its "Menta Method" trained teachers ("Teacher") to provide services at the Building ("SWA Personnel"). In the event the Teacher is absent, SWA will provide, at its expense, a substitute Classrooms teacher. All SWA Personnel will meet Arizona State Board of Education requirements regarding class size and certification. Personnel provided by SWA will meet all age grouping requirements and will meet minutes on all students' IEP's. All necessary administrative services, including clinical specialists, etc., shall be provided by SWA to operate and maintain the Program both academically and behaviorally. SWA, with the consultation of the District, will determine the need for additional personnel annually.

SWA, in collaboration with the District, will determine the need for additional personnel annually and in the event of growth of the Program prior to the end of any term or renewal term, both Parties will discuss the need for adjusting the number of personnel providing Services. In the event it is necessary to replace or reassign personnel of SWA, SWA will seek input from the District prior to taking any action.

### V. TERM/DISTRICT OPTION TO RENEW AGREEMENT.

Services provided by SWA to District pursuant to this Agreement shall commence on August 3, 2015 and shall terminate on July 31, 2015 (the "Initial Term"), provided that the Agreement is not terminated sooner in accordance with Section VI of this Agreement. Provided that District is not in default of this Agreement and SWA has not given notice of its intent to not renew the Agreement pursuant to Section VI, District shall have the option to renew the Agreement for an additional term of eleven (11) months commencing on August 1, 2016 and ending on June 30, 2017 (the "First Renewal Term"). District shall have a second option to renew the Agreement for an additional term of eleven (11) months commencing on August 1, 2017 and ending on June 30, 2018 (the "Second Renewal Term"). All of the terms and conditions of the Agreement shall apply during both the First Renewal Term and the Second Renewal Term except that the total cost to the District for the Services rendered shall be increased by not less than three percent (3%) each year as described in Section XI - **Billing Procedures**, herein. Any option to renew shall be exercised by (i) written notice given to SWA no later than April 1, 2016 for the 2016-2017 school year and (ii) written notice given to SWA no later than April 1, 2017 for the 2017-2018 school year. If notice is not given in the manner provided herein within the time specified, such option shall expire.

### VI. TERMINATION.

District reserves the right to terminate this Agreement for just cause upon giving SWA thirty (30) written days' notice. Just cause shall mean the failure of SWA to fulfill its obligations under this Agreement or failure to adhere to District policies.

In the event SWA or District do not wish to renew the Agreement for any reason for any Renewal Term, SWA or District shall provide the other (i) written notice no later than April 1, 2016 for the 2016-2017 school year and (ii) written notice no later than April 1, 2017 for the 2017-2018 school year.

Either party reserves the right to terminate this Agreement for non-payment of monies due in accordance with Billing Procedures Section XI of this Agreement upon giving thirty (30) days notification to other party.

Either party reserves the right to terminate this Agreement due to a violation of A.R.S. § 38-511 Cancellation of Political Subdivision and State Contracts.

Notwithstanding the foregoing, if the District's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance or for the continuance of this Agreement, then the District may provide thirty (30) days written notice of termination to SWA and terminate this Agreement without further obligation other than the obligations which accrued prior to termination.

#### **VII. INSURANCE.**

SWA shall provide the following insurance coverage and District shall be named as an additional insured on the general liability, automobile liability and excess liability policies:

General Liability - Single Limit \$1,000,000

Excess Liability - Single Limit \$10,000,000 - must include umbrella over general, and Employers Liability

Workers' Compensation - Statutory requirements.

A certificate of insurance shall be provided to District by SWA. The certificate will show that their policy does not have a sexual abuse or corporal punishment exclusion.

#### **VIII. RULES & REGULATIONS.**

SWA will interface with District programs and personnel to meet all State and Federal special education regulations and requirements. SWA will enforce and comply with all policies and rules of District. SWA Personnel shall not be required to conduct case study evaluations or special education reevaluations, which shall remain the sole responsibility of District. However, SWA personnel will be required to act as a participating member of the evaluation/re-evaluation and IEP team. SWA will coordinate and participate with District designated liaison for all placement of students. The designated District Administrator shall determine all decisions relating to students transitioning back to a less restrictive placement or initial placement in the Building.

#### **IX. PROGRAM SPECIFICATIONS.**

The Program specifications which SWA will maintain and will be appropriate for programs designed to meet the needs of Emotionally Disturbed Students as follows:

1. Classrooms for high school age students, grades 9-12 and /or up to age 22 maintaining staffing ratios and age groupings as provided in the applicable laws, rules and regulations.

2. The Classroom shall be staffed by an appropriately certified, highly qualified special education teacher with a valid Arizona certificate and current, valid fingerprint card issued by the State of Arizona and one highly trained para professional.
3. Each Classroom shall provide the necessary educational experiences to meet the IEP goals specified at a multi-disciplinary staff conference on each accepted student.
4. Support services for Emotionally Disturbed Students will be limited to the needs of the child. Services needed due to other handicapping conditions (e.g. vision, hearing, speech/language, physical handicap, counseling, etc.) will be arranged for, in cooperation with District, outside of Program costs.
5. The emphasis of the Program will be to provide no decline, no suspension, no expulsion programming for students identified through the appropriate District specified procedures.
6. In all areas of Program conduct and content SWA will act as District's agent implementing District's directions. This would include but not be limited to following District's direction with regard to information keeping, communicating with District personnel, working with parents, community resources and the public. SWA will follow all District rules, regulations and policies in the operation of the Program. SWA personnel will participate in District in services, trainings and professional development activities.
7. All issues effecting the Program and/or students and parents and District personnel will be brought to the attention of the designated District administrator in a timely fashion and in the manner as requested by that person. All meetings, etc., regarding the Program and its functioning are open for District personnel attendance. The Program itself is totally open to visitation and observation by district personnel.

**X. EQUIPMENT.**

District shall provide student, teacher and office furniture, computers and copy machine as designated by District. Any other equipment shall be provided by SWA.

**XI. BILLING PROCEDURES.**

The total cost to the District for these Services during the Initial Term shall be Four Hundred Five Thousand and no/100 Dollars (\$405,000.00).

In the event District elects to renew the Agreement for the First Renewal Term, the total cost to the District for these Services shall be negotiated and agreed to by the parties, but in no event shall the total cost be less than Four Hundred Seventeen Thousand and One Hundred and Fifty dollars (\$417,150.00).

Expansion of the Program in any way during any term or renewal thereof shall be subject to the agreement of both parties and be in conformance of the terms of this Agreement.



Such total costs for each year shall be billed in equal monthly payments by SWA to District in accordance with the fee schedule attached hereto as **Exhibit/Schedule "A"**, which is incorporated herein by reference. District shall make payments to SWA based on verified invoices submitted by SWA.

District may purchase additional services from SWA during the term of this Agreement at a price mutually acceptable to the Parties for the purpose of providing additional support to District's management of discipline and student behavior in educational programs outside of the Building.

## **XII. ANNUAL ADJUSTMENT OF COSTS.**

After SWA's annual audit is completed, SWA shall submit to District a financial report showing the total costs of SWA's Program at the District facility. Such financial report shall include all costs paid by SWA both directly and reimbursing District for costs paid under **Section XI**. The financial report is due to District no later than September 30th of the following fiscal year.

## **XIII. ALTERATIONS.**

SWA shall not make any alterations in or addition to the Classrooms and/or Building without District's prior written consent. Proposed plans and specifications shall be submitted by SWA to District and approved in writing by District.

## **XIV. HOLD HARMLESS.**

SWA hereby agrees to defend, indemnify and hold harmless District, District's board members, officers, employees and agents, their successors and assigns, from any and all claims or demands for loss of, or damage to, property or for injury or death to any person from any cause whatsoever while in, upon, or about the premises, Building and property during the term of this Agreement, other than claims arising from the negligence of District, or the negligence of District's agents and employees, SWA shall pay all costs and expenses including attorney's fees, which may be incurred by or imposed on District. In the event either Party files suit to enforce the terms of this Agreement against the other, the losing Party shall pay the other Party's reasonable costs and attorney's fees.

## **XV. INDEPENDENT CONTRACTOR.**

SWA shall perform the Services hereunder as an independent contractor of District. The parties do not intend to create, and nothing contained in this Agreement shall be construed as creating a partnership, agency, joint venture, or employment relationship. Employees or independent contractors of SWA shall not be eligible for employee benefits of District and will not be considered an employee with regard to any laws concerning Social Security, disability insurance, unemployment compensation, federal, state or local income tax withholding or any other laws, regulations or orders relating to employees. Accordingly, SWA agrees to discharge all obligations imposed upon it as an independent contractor by all applicable federal, state or local laws, regulations or orders now or hereafter in force, including, without limitation, those relating to federal, state and local income taxes and worker's compensation and including the filing of all returns and reports, and the payment of all assessments, taxes and other sums required of an independent contractor. SWA agrees that as part of the federal and state obligations, it shall be responsible for providing required medical coverage under the Affordable Care Act for the SWA employee and/or subcontractor assigned to the District under this Agreement and, if the District should be ordered to provide medical coverage, SWA shall reimburse the District



for any medical coverage it is required to provide as well as for any fines or fees which may be imposed on the District for failure to provide coverage. Except as otherwise expressly provided in this Agreement, neither party shall become bound by any representation, act or omission of the other party.

**XVI. NO SOLICITATION OF EMPLOYEES.**

No party shall directly or indirectly solicit or hire any employee of the other to whom it has had contact or who became known to it in connection with Agreement for a period of one (1) year from the termination of this Agreement. SWA personnel may be considered for part-time employment through the District, if mutually agreed upon by both parties. Such part-time employment will not be during the normal instructional day.

**XVII. NOTICES.**

Notices under this Agreement shall be deemed properly delivered if made in writing and shall be deemed given when delivered in person, or three (3) business days after being deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as:

If to District: Tolleson Union High School District  
9801 W. Van Buren Street  
Tolleson, AZ 85353  
Attn: Dr. Lexi Cunningham, Superintendent

If to SWA: Special Education Services  
195 Poplar Place  
North Aurora, Illinois 60542  
Attn: Elizabeth Conran, President

with a Copy to: Robert T. Cichocki, Esq.  
Arnstein & Lehr LLP  
120 South Riverside Plaza, Suite 1200  
Chicago, Illinois 60606-3910

The addresses for notice may be changed by notice to the other party delivered in the manner set forth above.

**XVIII. JURISDICTION, VENUE AND APPLICABLE LAW.**

This Agreement shall be governed by the laws of the State of Arizona with jurisdiction and venue lying exclusively in Maricopa County, Arizona.

**XIX. ENTIRE AGREEMENT.**

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether oral or written, between the parties with respect to the subject matter hereof. Any amendments or modifications of this Agreement shall be in writing and duly executed by each of the parties hereto.

**XX. SEVERABILITY.**

The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

**XXI. IMMIGRATION/E-VERIFY.**

Pursuant to A.R.S. Sections 41-4401 and 23-214, SWA shall comply with all federal immigration laws and regulations that relate to their employees and warrant verification of employment eligibility of each employee through the E-Verify program. Further, a breach of SWA's obligations hereunder shall be deemed a material breach of this Agreement and in the event of such material breach, District may terminate this Agreement. The District retains the legal right to inspect the papers of SWA or subcontractor employee who works on this contract to ensure that SWA or its subcontractor is in compliance hereunder.

**XXII. RETENTION OF RECORDS.**

SWA shall retain, and shall contractually require each Subcontractor to retain, all books, accounts, reports, files and other records relating to the performance of the Agreement for a period of five (5) years after the completion of the Agreement and to make such documents open to inspection and audit at reasonable times, excluding student records which are returned to the District upon a student's departure from the program.

**XXIII. COUNTERPARTS.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument and all such counterparts shall constitute one instrument.

[SIGNATURE PAGE TO FOLLOW]

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

**SWA:**

**Special Education Services d/b/a,  
Southwest Academy,  
an Illinois not-for-profit corporation**

**DISTRICT:**

**Toileson Union High School District, a  
political subdivision of the State of Arizona**

By: \_\_\_\_\_  
Dr. Elizabeth Conran, CAO

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

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_  
Brian McGowan, CFO

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

**Special Education Services dba Southwest Academy  
Costs for Tolleson Union School District  
2015-2016 School Year**

**Classrooms Costs:**

	<u>Annual Amount</u>
Classrooms 1	\$135,000
Classrooms 2	\$135,000
Classrooms 3	<u>\$135,000</u>
Total	<u><u>\$405,000</u></u>

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** August 11, 2015

**AGENDA SUBJECT:** Cooperative Procurement and Use Agreement with Tolleson Elementary School District for Joint Use of Courier Services

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**PURPOSE:**

Administration seeks Governing Board approval of the Cooperative Procurement and Use Agreement with Tolleson Elementary School District.

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

Pursuant to Arizona Administrative Code R7-2-1191 through R7-2-1195, Tolleson Union High School District (TUHSD) and Tolleson Elementary School District (TESD) are authorized to enter into a cooperative purchasing agreement.

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

The Cooperative Procurement and Use Agreement will allow TUHSD and TESSD to achieve greater efficiencies in school administration by cooperatively procuring and using courier services. The courier services to be jointly used are limited to deliveries between the respective district offices and the office of the Maricopa County Educational Services Agency.

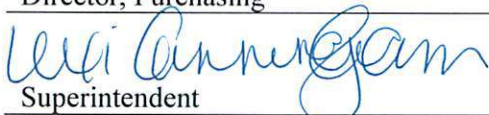
**BUDGET IMPACT AND COSTS:**

The expenses of the jointly used courier services will be shared equally by TUHSD and TESSD.

**RECOMMENDATION:**

It is recommended that the Governing Board approve the Cooperative Procurement and Use Agreement with Tolleson Elementary School District for courier services during the 2015-2016 fiscal year.

Submitted by: Cheryl Burt  
Director, Purchasing Date: July 29, 2015

Reviewed by:   
Superintendent Date: July 29, 2015

**Cooperative Procurement and Use Agreement  
(Courier Services)**

The following Agreement is entered into between Tolleson Elementary School District No. 17 of Maricopa County, Arizona ("TESD"), and Tolleson Union High School District No. 214 of Maricopa County, Arizona ("TUHSD") (collectively the "Districts" or the "Parties").

**RECITALS**

- A. Pursuant to the Arizona Administrative Code R7-2-1191 through R7-2-1195, the Districts are authorized to enter into a cooperative purchasing agreement.
- B. The purpose of this Agreement is to allow the parties to achieve greater efficiencies in school administration by cooperatively procuring and using courier services. The courier services to be jointly used by the parties are limited to deliveries between their respective district offices and the offices of the Maricopa County Education Services Agency.
- C. The Parties desire to enter into this Agreement for the cooperative and economical procurement and use of services.

**AGREEMENT**

- 1. **Term.** This Agreement shall commence on the date when both parties have signed this Agreement and shall terminate on June 30, 2016.
  
- 2. **Cooperative Use and Payment.** The parties agree to share equally in the expenses of courier services they jointly use. TUHSD will choose the cooperative courier and will invoice TESSD on an annual basis for TESSD's share of the cost of the courier services. TESSD shall pay the amount invoiced within thirty (30) days of receipt of the invoice.
  
- 3. **Miscellaneous Provisions.**
  - A. To the extent that this Agreement calls for cooperative purchasing by the parties, all provisions of R7-2-1192 shall apply, including the following:

(i) Payment for materials and services and inspection and acceptance of materials or services ordered by a party under this Agreement shall be the exclusive obligation of that party.

(ii) The exercise of any rights and remedies under this Agreement by a party shall be the exclusive obligation of that party.

(iii) Either party may terminate this Agreement without notice if the other party fails to comply with the terms of the Agreement.

(iv) Failure of one party to secure performance from the contractor in accordance with the terms and conditions of its purchase order does not necessarily require the other party to exercise its own rights and remedies.

B. This Agreement shall be governed by the internal substantive law of the State of Arizona, without regard to its provisions concerning conflicts of laws.

C. This Agreement contains the entire agreement between the parties. All prior negotiations and agreements between the parties are superseded by and merged in this Agreement.

E. This Agreement may be executed in counterparts.

F. Any party to this Agreement may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of that party is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

#### **4. Termination.**

A. Any Party may terminate, without notice, its participation in this Agreement if another Party fails to comply with the terms of this Agreement, or for conflict of interest in accordance with A.R.S. §38-511, provided that the terminating party shall remain liable for and shall pay for all services ordered or provided through the effective date of termination.

B. Any Party may terminate this Agreement by giving the other Party thirty (30) days notice in writing of its intention to do so.

5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**Tolleson Elementary School District No. 17 of Maricopa County, Arizona**

By:

\_\_\_\_\_

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

**Tolleson Union High School District No. 214 of Maricopa County, Arizona**

By: Dr. Lexi Cunningham, Superintendent

\_\_\_\_\_

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



# SUMMARY OF AGENDA ITEM

**MEETING DATE:** August 11, 2015

**AGENDA SUBJECT:** Intergovernmental Agreement with the City of Avondale for School Resource Officer Services for La Joya Community High School and Westview High School

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**PURPOSE:**

Administration seeks Governing Board approval of the Intergovernmental Agreement with the City of Avondale to provide school resource officer services to La Joya Community High School and Westview High School.

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

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

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

The Intergovernmental Agreement approval recommendations are in the best interest of the District and those that it serves. The agreement allows for a police officer to work with and aid the school administrations and student populations in reducing crime on the school campuses through activities that include education, positive police/student interactions and enforcement of criminal laws.


**BUDGET IMPACT AND COSTS:**

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

**RECOMMENDATION:**

It is recommended that the Governing Board approve the Intergovernmental Agreement with the City of Avondale to provide school resource officer services to La Joya Community High School and Westview High School for the 2015-2016 school year.

Submitted by: John Speer  
Assistant Superintendent Date: July 29, 2015

Reviewed by:   
Superintendent Date: July 29, 2015

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

**(Westview High School and La Joya Community High School)**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into this 3rd day of August, 2015 between the City of Avondale, an Arizona municipal corporation (the "City"), and the Tolleson Union High School District No. 214, an Arizona school district (the "District").

**RECITALS**

A. The District has funding available through its School Safety Program Grant to fund the cost for school resource officer services (the "SRO Services") for La Joya Community High School located at 11650 West Whyman Avenue, Avondale Arizona 85323 and Westview High School located at 10850 West Garden Lakes Parkway, Avondale, Arizona 85392 (each a "School," collectively, the "Schools").

B. The City and the District desire to enter into this Agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO," collectively, the "SROs") to provide the SRO Services at the Schools; and

C. The District is authorized by ARIZ. REV. STAT. § 15-342(13), ARIZ. REV. STAT. § 11-952, and the approval of its governing board to enter into this Agreement; and

D. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

**AGREEMENT**

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

**SECTION I - OBLIGATIONS OF THE CITY**

**1.1 Services to be Provided.**

a. The City shall assign two police officers to the District to provide SRO Services at the Schools on an hourly basis as more particularly set forth herein. The City agrees to involve the District, in the selection process for the SRO, by allowing a School administrator to be on the final selection committee once the Avondale Police Department has identified final candidates for the SRO position. The City will endeavor to ensure that the SROs assigned to the

District will be available for duty at their assigned School for up to 40 hours each week that the School is in session (July 30, 2015 through May 20, 2016) during the term of this Agreement. If feasible, and subject to the sole discretion of the City, the SROs assigned to the Schools will be the same individual during the three year School Safety Grant Program cycle.

b. The City police officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO will be present and accessible on the assigned School campus as scheduled by the District. Notwithstanding the foregoing, the SRO may be temporarily assigned to duties other than SRO Services during school times as deemed necessary by the City's Police Chief or authorized designee, in his or her sole discretion. If the SRO is called away on police business including, but not limited to, City-mandated training, City-mandated meetings, City-related emergencies, etc., the District shall not be invoiced for that time, and the costs for such time shall be borne by the City. If the SRO is attending an SRO-related training or other activity mandated by the School, the District shall be invoiced as described in Section 2.1.

c. The SROs' activities will be restricted to their assigned School grounds except as otherwise directed by the City's Police Chief or authorized designee as set forth in subsection 1.1(b) above and for:

1. Follow-up home visits when needed as a result of School-related problems.
2. Incentive programs approved by the parties.
3. In response to off-campus, but School-related, criminal activity.
4. Attendance at off-campus events or meetings.
5. Attendance at training at the request of the District or School.

d. When School is not in session, including all breaks, School-observed holidays, and School vacations, the City shall have full discretion to assign the SRO responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

e. The City represents and warrants that it will ensure that each officer assigned to perform SRO Services on District property pursuant to this Agreement will be sworn City police officers. Each SRO will be fingerprinted and successfully complete a background check performed by the City before such assignment. The City shall, within ten business days upon request by the District, provide a letter of verification to District of SRO's successful criminal records check.

f. Where applicable, the roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Avondale Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference.

g. Notwithstanding subsection 1.1(f) above, the parties acknowledge that the SRO Services provided at Westview and La Joya Community shall include one-hundred and eighty (180) hours of law related education ("LRE"), which shall consist of 80 hours of classroom instruction to ongoing cohort groups of students and 100 hours of universal instruction.

h. Each officer assigned to perform SRO services shall attend annual training required by the Arizona Department of Education.

1.2 Invoices: Salary Rates. The City shall invoice the District quarterly, based upon SRO Services performed and completed to date. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Office prior to payment of any invoice to the City.

## SECTION II- OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City - Quarterly. The District shall reimburse the City quarterly for the services it provides pursuant to subsection 1.2 above.

A. The District shall pay the City an amount not to exceed \$87,944 for SRO Services at La Joya Community High School and \$87,944 for SRO Services at Westview High School. The City shall pay 100% of the SROs' costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City related duties. The SROs' time spent at La Joya Community High School and Westview High School, including all overtime, must be substantiated by time cards and approved by the high schools' Dean of Students. The District and the City shall equally share the cost of any SRO overtime worked on school-related investigations, with each party paying 50% of the cost. The District shall not use any grant funds to pay for overtime costs associated with SRO overtime. The SRO must seek approval from the appropriate Avondale Police Department (the "Department") supervisor before working on school-related overtime. Overtime payments shall not exceed, under any circumstance, forty (40) hours annually. The District will not pay for any SRO Services for week-long school breaks in October, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO. The Fiscal Year (FY) 2016 School Safety Program application is a continuation application for year two of a three year grant. Requests for salary and benefits (under purchased professional services) for a continuing officer must be consistent with the FY 2015 approved salary and benefits amount for that officer. Upward adjustments in salary and benefits cannot be accepted. If the actual salary of an officer is less than what was approved in FY 2015, the lesser amount of the two must be requested.

B. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 Non-Interference by District. No District or School administrator shall interfere with an SRO's sworn law enforcement duties. It is agreed, however, that at such time as an SRO is acting within the role of a sworn law enforcement officer but is also acting outside of or in excess of the District's rules and policies regarding interviewing and searching students and/or use of appropriate physical force on students, the City shall hold the District harmless from such actions by the SRO. The SRO shall not assist in the District's administrative discipline process unless a definitive danger is perceived by school staff or the student is suspected of criminal activity.

2.4 Removal of SRO. The District may request that an SRO be removed from a School if the District determines that the SRO is displaying inappropriate conduct that negatively affects or distracts from the teaching environment or poses a danger to the children at that School or to District employees, provided that the District shall immediately contact the SRO's superior officer and the person designated by the City in Section 3.6 below to describe the situation and to describe the SRO's inappropriate conduct or the District's concern for the safety of the children. In such event, the District shall direct the SRO to return to the Avondale Police Department. The District shall direct the SRO to return to the Avondale Police Department. Within seventy-two (72) hours of receipt of notice of the request for removal of an SRO from a School, and in accordance with the City's Police Department's internal policies, the City agrees to assign a replacement SRO to provide the SRO Services to the District under this Agreement if the removal is deemed appropriate by the City's Police Chief or authorized designee, in his or her sole discretion. If a replacement SRO cannot be assigned to the campus, the District shall be credited for each day an SRO is not assigned to the campus. The District, at its sole discretion, may refuse the assignment to the District of any officer who has been removed from the District because of allegations of unprofessional, illegal, or immoral conduct. If the issues cannot be resolved regarding the removal and replacement of a SRO under this section 2.4, the parties agree that the District may terminate this Agreement or the City and the District may mutually agree that the School will no longer have a SRO for the remainder of the school year and the District will not be required to pay for the unfulfilled portion of the SRO's work. The District shall pay the City for work performed by the SRO through the date of removal.

2.5 Status Meetings. By mutual agreement, the parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement, and addressing any problems that have come to the parties' attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement.

2.6 Additional Payments. The District shall provide \$100 for classroom instructional supplies for the SRO as may be incurred throughout the School Year. The District shall pay travel-related expenses incurred by the SRO for attending mandatory ADE SRO training, if the grant allocates funding.

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

### SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be for one year from July 30, 2015 until May 20, 2016, unless sooner terminated by the parties hereto pursuant to subsection 3.5 below.

3.3 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. City, its employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.4 Records. Both parties shall maintain the records required in this Agreement for a period of three years after the termination of this Agreement.

3.5 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. Five (5) days after the District fails to make reimbursements as required by this Agreement, the City may terminate this Agreement by giving ten days' written notice to the District. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date which invoices shall be paid within 30 days thereafter. The District has the right to terminate this Agreement immediately should the Grant or other funding become unavailable for any reason. The District also has the right to terminate this Agreement immediately should the City increase the costs of SRO Services beyond those costs that existed in July 2015.

3.6 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:



If to the City: City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323  
Attn: David W. Fitzhugh, City Manager

With copy to: Gust Rosenfeld P.L.C.  
One East Washington Street, Suite 1600  
Phoenix Arizona 85004-2553  
Attn: Andrew J. McGuire, Esq.

If to the District: Tolleson Union High School District  
9801 West Van Buren Street  
Tolleson, Arizona 85353  
Attn: Hilda Ortega-Rosales

With a copy to: Udall Shumway P.L.C.  
1138 N. Alma School Road  
Mesa, Arizona 85201  
Attn: Cathleen M. Dooley, Esq.

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

3.7 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.8 Program Continuation Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. Each party acknowledges and agrees that performance by either party is dependent upon appropriation of funds to or by that party. The provisions of this Agreement for SRO Services shall be effective when funds are appropriated by each party for purposes of this Agreement and are actually available for payment. Each party shall be the sole judge and authority in determining the availability of funds under this Agreement and each party shall keep the other party fully informed as to the availability of funds for the SRO Services. The obligation of the parties to make any payment pursuant to this Agreement is a current expense of each party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of

either party. If the City Council or District Board fails to appropriate money sufficient to meet the financial obligations as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement. If the District is denied the School Safety Grant, it may, at its discretion, initiate an Appeal under the School Safety Manual guidelines.

3.9 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the persons duly authorized to enter into contracts on behalf of the City and the District.

3.10 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.11 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.12 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022.

3.13 FERPA Compliance. 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.

3.14 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

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

3.16 Dispute Resolution Process. The parties shall use all reasonable efforts to resolve any dispute or claim through good faith negotiations. If the parties are unable to resolve the dispute or claim through negotiations, upon the written request of either party, the City's Police Chief, or designee, and the Principal, or designee, will attempt to resolve the matter within 10 calendar days of the date the matter was referred to them. If the matter is still



not resolved, the matter will be immediately referred to the City Manager, or designee, and the District Superintendent, or designee. If the matter is still not resolved within 10 calendar days, the parties may terminate this Agreement in accordance with Section 3.5 above.

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Coordination of Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

3.19 Chain of Command and Channels of Communication. The Principal or the Principal's authorized designee will communicate directly with the SRO Supervisor concerning any issues involving the SROs. If there is an issue that cannot be resolved between the Principal and the SRO Supervisor, the District's Grants and Federal Program Coordinator will communicate with the SRO Supervisor or his or her supervisor, as determined by the City.

[SIGNATURES ON FOLLOWING PAGE]

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

"City"

"District"

CITY OF AVONDALE, an Arizona  
municipal corporation

TOLLESON UNION HIGH SCHOOL  
DISTRICT NO. 214, an Arizona school  
district

By: \_\_\_\_\_  
Kenneth N. Weise, Mayor

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

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

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

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

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

  
Cathleen M. Dooley, Attorney for the District

\_\_\_\_\_  
Andrew J. McGuire, Attorney for City

EXHIBIT A  
TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214  
AND  
THE CITY OF AVONDALE  
FOR  
SCHOOL RESOURCE OFFICER SERVICES  
[Avondale Police Department SRO Program]

See following pages.

## AVONDALE POLICE DEPARTMENT SRO PROGRAM

### I. Introduction.

The mission of the Avondale Police SRO Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as a positive role model to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

### II. Mission and Values.

Avondale Police SROs will follow the established mission and values of the Avondale Police Department in the course of their duties at Avondale schools. These mission and values set the tone and direction for Avondale Police employees to follow:

**A. Mission - "Serving with Honor":** The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, "Are we serving with honor," every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

#### **B. Values:**

1. **Accountability:** All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. **Customer Service:** We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. **Diversity:** We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. **Employee Involvement:** When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. **Fairness:** All decisions and actions taken by the Avondale Police Department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. **Integrity:** Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. **Open Communication:** We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. **Professionalism:** Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. **Teamwork:** The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding "sworn" or "professional staff" positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

### **III. Goals.**

#### **A. To reduce incidents of school violence:**

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards to students, staff or parents.
3. High visibility during peak times such as; morning, lunch, assemblies and after school.

#### **B. Reduction of criminal offenses committed by students.**

1. Provide counseling to students and parents to educate them regarding the law and consequences of violating the law.

#### **C. Establish positive rapport with students and parents.**

1. Be honest and professional in all interactions with parents and students.
  2. Provide LRE counseling to students and parents to inform them of the law, their rights, expectations as citizens and consequences for violating the law.
  3. Attend extra-curricular student activities when feasible.
- D. **Establish positive rapport with teachers, staff and administrators.**
1. Be honest and professional in all interactions with teachers, staff and administrators.
  2. Provide guidance and support on law-related problems occurring on the campus.
  3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

#### **IV. Organizational Structure.**

A. **Supervision:** The day-to-day operation and administrative control of the SRO program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. **SRO Accountability:** The La Joya Community High School and Westview High School principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct related complaints involving SROs as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRO.

#### **V. Procedures.**

The City of Avondale SRO program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to an Avondale Police Supervisor for all activities.
- SROs will not involve themselves with La Joya Community High School and Westview High School administrative matters that are not criminal offenses.
- SROs are not formal counselors, and will not act as such, however, they are to be used as a law related resource to assist students, staff and all persons involved with La Joya Community High School and Westview High School.

- SROs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SROs' are not certified teachers and therefore should present in classrooms with a teacher present at all times.

## VI. SRO Selection.

### A. **Recommended Qualifications:**

- Desire to work with students, educators, and parents.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse sets of individuals.
- Supportive of the philosophy of the SRO program.
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
- AZPOST certified general instructor.

### B. **SRO Duties Include:**

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provide a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

## **VII. SRO Role.**

The School Resource Officer has three basic roles:

### **A. Law Enforcement Officer:**

1. The SRO is, first of all, a sworn law-enforcement officer. When necessary the SRO has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations, following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
3. As partners in school safety, SRO and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.
5. The SRO should serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. The SRO should build a relationship with students, parents and staff that promotes a positive image of law enforcement.

### **B. Law-Related Educator:**

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.
2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the La Joya Community High School and Westview High School Principal or designee:
  - a. Total hours of LRE classroom instruction
  - b. LRE topic and law enforcement
  - c. Teacher name and subject of each class where an LRE lesson is taught
  - d. Total hours of Law Enforcement/ Probation activity
  - e. Time spent per LRE lesson
  - f. Total time spent off campus

### **C. Positive Role Model:**

1. The SRO should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
3. The SRO should be honest by providing accurate information.



4. The SRO should be consistent with students, staff, and parents in applying rules and regulations.
5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
6. The SRO should show respect by treating students with respect and expressing high expectations for them.
7. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

#### **VIII. SRO Supervisor Role:**

The SRO Supervisor's responsibilities include but may not be limited to:

- Communicate to staff, and carry out the philosophy and goal of the City of Avondale SRO program.
- Attend SRO program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRO keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRO for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRO, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRO misconduct.
- Regularly brief their Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Includes a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.
- Provide School principal or designee with a monthly recap of SRO activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SROs, once a month to discuss SRO performance and law enforcement-related issues.

#### **IX. School District Role:**

The district administrator, site principal and teachers' support of the SRO program is vital to the program's success.

##### **A. District Level:**

1. Supports and communicates the SRO program philosophy to all site staff.
2. Understands the SRO program requirements.
3. Develops and keeps open communication with local law enforcement.

**B. Building Level Administration:**

1. Supports and communicates the SRO program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Service Agreement, operational procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to their role as an SRO.

**C. Teacher:**

1. Supports and communicates information about the SRO program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

**X. The Performance Evaluation**

A semi-annual performance evaluation shall be conducted by a school administrator and shared with the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in meeting the intent of the SRO program and carrying out his or her duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. Only SROs that have performed in a satisfactory manner should be considered for further service in the SRO program. The following are recommended factors to consider:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?

- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy.

## **XI. Law Related Education (LRE)<sup>1</sup>**

**A. LRE Defined.** Law-Related Education is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. (*Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.*)

**B. Possible Benefits.** Law-Related Education is a component of the SRO program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.
4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

**C. Process.** The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

1. To explore and reflect on theirs and others' perspectives,
2. To express and defend their views, to listen to the views of others,
3. To develop arguments for both sides of an issue, to mediate, and
4. To formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in

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<sup>1</sup>Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee

cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develop a on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of "the system."

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students' lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

## **WEBSITES**

### **Arizona Department of Education**

[www.ade.az.gov](http://www.ade.az.gov)

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

### **Arizona Foundation for Legal Services and Education**

<http://azflse.org/>

The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

### **Law For Kids**

[www.lawforkids.org](http://www.lawforkids.org)

Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

### **Arizona Prevention Resource Center (APRC)**

<http://www.azprevention.org/>

APRC is Arizona's central source for prevention information and materials. It has an expanded section of school safety materials. Materials may be checked out at no cost.

### **Join Together ONLINE**

<http://www.drugfree.org/join-together>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

### **Keep Schools Safe**

[www.keepschoolssafe.org](http://www.keepschoolssafe.org)

A collection of resources to help make schools safer.

### **National Association of School Resource Officers (NASRO)**

[www.nasro.org](http://www.nasro.org)

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

### **Arizona School Resource Officers Association (ASROA)**

[www.asroa.org](http://www.asroa.org)

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

**National Dropout Prevention Center**

[www.dropoutprevention.org](http://www.dropoutprevention.org)

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

**National Resource Center for Safe Schools**

[www.nwrel.org](http://www.nwrel.org)

Center works with schools and communities to create safe learning environments and prevent school violence.

**National School Safety Center**

[www.nsscl.org](http://www.nsscl.org)

Clearinghouse for school safety information.

**National Youth Gang Center**

[www.iir.com/nygc](http://www.iir.com/nygc)

Provides information about gangs and effective responses to them.

**Office of Juvenile Justice and Delinquency Prevention**

[www.ojjdp.gov](http://www.ojjdp.gov)

Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

**Constitutional Rights Foundation (CRF)**

[www.crf-usa.org](http://www.crf-usa.org)

Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

**National Law-Related Education Resource Center (NLRC)**

[www.abanet.org](http://www.abanet.org)

Facts on current model programs, curricula, print, and multimedia materials for all groups and age levels about the law.

**Street Law, Inc.**

[www.streetlaw.org](http://www.streetlaw.org)

Offers program training and program development in law-related education.

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** August 11, 2015

**AGENDA SUBJECT:** Transportation Agreement with the Agua Fria Union High School District

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**PURPOSE:**

Administration seeks Governing Board approval of the Transportation Agreement with Agua Fria Union High School District.

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

The District is legally required to provide transportation for one (1) student to the Arizona Centers for Comprehensive Education and Life Skills (ACCEL). In addition, Agua Fria Union High School District (AFUHSD) is also legally required to provide transportation for at least one (1) of its students to ACCEL.

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

AFUHSD will be responsible for transporting the TUHSD student. TUHSD will allow AFUHSD to report the transportation route miles for the student.

**BUDGET IMPACT AND COSTS:**

Other than AFUHSD being able to report the transportation route miles for the one (1) student, there are no financial obligations on the part of TUHSD.

**RECOMMENDATION:**

It is recommended that the Governing Board approve the Transportation Agreement with Agua Fria Union High School District.

Submitted by: John Speer  
Assistant Superintendent Date: July 29, 2015

Reviewed by:   
Superintendent Date: July 29, 2015

**TRANSPORTATION AGREEMENT  
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214  
AND  
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216**

This Agreement is made and entered into this 28<sup>th</sup> day of July 2015, by and between the Tolleson Union High School District No. 214 (Tolleson UHSD) and the Agua Fria Union High School District No. 216 (Agua Fria UHSD), two political subdivisions of Maricopa County and the State of Arizona, collectively referred to as the ("Parties").

WHEREAS, Tolleson UHSD is legally required to provide transportation for one of its students to Arizona Centers for Comprehensive Education and Life Skills (ACCEL), located at 10251 North 35<sup>th</sup> Avenue, Pboenix, AZ; and

WHEREAS, Agua Fria UHSD is legally required to provide transportation for at least one of its students to ACCEL; and

WHEREAS, entering into an agreement between the Districts will allow a savings of fuel, time, and personnel on behalf of Tolleson UHSD in the cost of transporting the student to ACCEL; and

WHEREAS, receiving an additional transportation credit for transporting one additional child on the route Agua Fria UHSD is already legally required to make will serve as a financial incentive to Agua Fria UHSD; and

WHEREAS, Tolleson UHSD will authorize the Agua Fria UHSD to transport the student on mutually agreed terms; and

WHEREAS, Agua Fria UHSD agrees to insure and maintain the school bus while the student is being transported, using all due care and diligence to transport the child in a safe and appropriate manner; and

WHEREAS, Tolleson UHSD agrees to name the Agua Fria UHSD as additional insured while the student is being transported;

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement and other good and valuable consideration, and as authorized by A.R.S. §§ 11-952 and 15-342 (13), the Parties agree as follows:

1. Purpose. The primary purpose of the Agreement is to set forth the terms and conditions under which Agua Fria UHSD will transport (1) student for Tolleson UHSD to ACCEL during all or a portion of the 2015-2016 school year.
2. Ownership. Agua Fria UHSD is the owner of the school bus transporting the Tolleson UHSD student during the term of the Agreement and upon termination of the Agreement.



3. **Financing.** Agua Fria UHSD shall be responsible for transportation services for the Tolleson UHSD student. Tolleson UHSD will allow the Agua Fria UHSD to report the transportation route miles for student. Tolleson UHSD shall not make any other payment to Agua Fria UHSD unless additional expense is incurred. At which time, the parties will agree to the terms of any additional expense prior to the expense occurring.
4. **Effective Date and Expiration.** This Agreement shall become effective upon execution of both parties, review by counsel for both parties. This Agreement shall expire June 30, 2016, unless terminated sooner by the parties.
5. **Termination of Agreement.** Either party to this Agreement may terminate the Agreement prior to its expiration date upon ten (10) days notice to the other party. If either party has reason to suspect that any aspect of activities undertaken pursuant to this Agreement presents a risk to the health or safety of the children or is contrary to mission or operations of such party, that party may request a meeting to be convened between the parties within forty-eight (48) hours with said meeting to be promptly confirmed in writing. In such circumstances, the parties to the Agreement will attempt to reconcile differences within three (3) working days. If reconciliation is not achieved within the three (3) working days period, the Agreement will automatically terminate. Termination shall not relieve the parties from their duties under this Agreement for services provided up to the date of termination.
6. **Non-Discrimination.** The parties agree to comply with all provisions of applicable, federal, state, and local laws relating to non-discrimination, equal employment opportunity, and the Americans with Disabilities Act. The parties agree to comply with 99-4 dated January 29, 1999, as and may be amended from time to time.
7. **Indemnification.** To the extent permitted by law, each of the Parties hereto agrees to indemnify, save and hold harmless each other from loss, claims, or damages to the extent caused by negligent act or omission, including reasonable attorneys fees incurred in the defense of any such claims or damages.
8. **Insurance.** Each party shall be obligated to obtain and maintain, at its expense, such public liability insurance as reasonably necessary to protect against claims, losses, or judgments that might result from the negligent acts or omissions of the Districts, their agents, employees, or invitees relative to Agua Fria UHSD transportation services for the Tolleson UHSD student. Furthermore, as stated in the recitations above, Tolleson UHSD shall include Agua Fria UHSD as an additional insured on any insurance policy dealing with transportation.
9. **Conflict of Interest.** Each Party acknowledges that the other has the statutory right to cancel this Agreement, if while this Agreement or any extension is in effect, any person significantly involved in negotiating, drafting or securing this Agreement on behalf of a party is (a) an employee or agent of the other party in any capacity, or (b) a consultant to the other party with respect to the subject matter of this Agreement; all as provided in A.R.S. 38-511.

10. Notices. Notices pursuant to the Agreement shall be deemed given upon actual delivery by hand-delivery, e-mail (with receipt) or fax (with receipt) of three (3) days after being deposited postage paid, in the U.S. mail as follows:

Tolleson Union High School District No. 214

Dr. Lexi Cunningham, Superintendent  
Tolleson Union High School District No. 214  
9801 West Van Buren Street  
Tolleson, AZ 85353

Agua Fria Union High School District No. 216:

Dr. Dennis Runyan, Superintendent  
Agua Fria Union High School District No. 216  
1481 N. Eliseo Felix Jr. Way  
Avondale, AZ 85323

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be changed or modified except upon written agreement of the parties.
12. Reporting and Records. All accounts, reports, files and other records relating to this IGA shall be kept for five (5) years after termination of this IGA and shall be open to reasonable inspection and audit by the other party during that period.
13. Arizona Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.
14. Confidentiality. Both parties provided under the terms of this IGA agree and understand that all written student records shall be kept confidential in accordance with the Family Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act, the Individuals with Disabilities Education Act ("IDEA") and regulations adopted thereunder, the Health Insurance Portability and Accountability Act (HIPAA) and regulations adopted thereunder, and applicable school board policies as to the disclosure of personally identifiable information from students' education records.
15. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the parties warrant their compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). A party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the other party's random inspections including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

16. Fingerprinting. The Agua Fria UHSD agrees that any transportation personnel involved in carrying out the duties of this Agreement shall be in compliance with the fingerprinting requirements of A.R.S. § 15- 512.
  
17. Nonassignability. Neither party may assign a duty or responsibility under this IGA without the prior written consent of the other party.
  
18. Invalidity of Any Part of the IGA. The parties agree that should any part of this IGA be held to be invalid or void, the remainder of the IGA shall remain in full force and effect with those offending portions omitted.
  
19. Worker's Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this IGA, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any worker's compensation benefits which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:
  - a. "All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation."
  
20. Rights and Obligations of the Parties Only. The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, or agency or organization.
  
21. Review by Legal Counsel. Pursuant to A.R.S. § 11-952(D), an attorney for each party must review this IGA.

IN WITNESS THEREOF, the Parties hereto execute this Agreement.

Tolleson Union High School District No. 214

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

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

Agua Fria Union High School District No. 216

By: \_\_\_\_\_  
 Dr. Dennis Runyan, Superintendent

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

Agreement Determination

The attached Agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the each of the undersigned Attorneys who has independently determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to each of the above-identified parties.

By:   
Legal Counsel for Tolleson Union High School District

Date: 7/28/15

By: \_\_\_\_\_  
Legal Counsel for Agua Fria Union High School District

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

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** August 11, 2015

**AGENDA SUBJECT:** Minutes – July 28, 2015 Regular Meeting and Executive Session

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**PURPOSE:**

Administration seeks Governing Board approval of the July 28, 2015 Governing Board Regular Meeting and Executive Session minutes. Mr. Freddie Villalon was excused from the meeting.

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

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

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

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

**BUDGET IMPACT AND COSTS:**

N/A

**RECOMMENDATION:**

It is recommended that the Governing Board approve the July 28, 2015 Governing Board Regular Meeting and Executive Session minutes.

Submitted by: Karyn Morse Eubanks  
Executive Assistant

Date: July 29, 2015

Reviewed by:

  
Superintendent

Date: July 29, 2015



## TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214

### GOVERNING BOARD MINUTES REGULAR MEETING AND EXECUTIVE SESSION TUESDAY, JULY 28, 2015

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 5:02 p.m. by Governing Board President Mr. Steven Chapman with the following members present: Mr. Devin Del Palacio, Ms. Corina Madruga and Mr. Vincent Moreno. Mr. Freddie Villalon was excused from the meeting.

#### **Pledge of Allegiance**

The Pledge of Allegiance was recited.

#### **Approval of the Regular Agenda**

Mr. Del Palacio moved to approve the Regular Agenda; seconded by Mr. Moreno. In a roll call vote, the motion carried 4-0.

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

Call for Executive Session: Pursuant to A.R.S. §38-431.03

A.3 – Discussion or consultation for legal advice with the attorney or attorneys of the public body regarding legal aspects of meet and confer process, policy, and related matters.

Mr. Del Palacio moved to enter into Executive Session; seconded by Mr. Moreno. In a roll call vote, the motion carried 4-0.

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

The Regular Meeting recessed at 5:05 p.m.

#### **Reconvening of Regular Meeting**

The Regular Meeting reconvened at 6:33 p.m.

#### **Public Participation**

Representing the Tolleson Union Education Association, Michael Connor addressed the Governing Board on Policy HA.

#### **Summary of Current Events**

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

- Dr. Cunningham asked Dr. Michele Wilson, Westview High School Principal, to introduce the new Assistant Principal for Athletics and Facilities, Tonya Lee. Dr. Cunningham also asked Brandi Haskins, Principal of La Joya Community High School, to introduce her new Assistant Principal for Discipline and Attendance, Makayla Jackson.
- As a result of the July classified job fair, eleven new employees were hired to support various departments.
- All returning teachers report to work on June 29 and will spend the next three days working with their principals to prepare for Freshman Focus Day on August 3 and the return of all students on August 4.



- New teachers to the District reported they felt very welcomed during New Hire Orientation. In addition to attending various workshops, visiting their home school, and preparing their classrooms, they enjoyed the luncheon and ice cream social held in their honor.

**Governing Board**

- All Governing Board members spoke of New Hire Orientation activities that took place. Ms. Madruga stated that many of the new teachers who have come to the District, either from other states or other districts, are a direct benefit of the outreach endeavors of the Human Resources Department.
- Mr. Moreno and Mr. Chapman mentioned the site visits they recently made to Westview High School and Tolleson Union High School and spoke of the registration activities that are currently underway at the schools.
- Mr. Del Palacio stated that he had recently attended the National School Boards Association’s National Black Council meetings in Alexandria, VA and where, as a Regional Director, he had the opportunity to showcase the District. Mr. Del Palacio also mentioned that there will be a national equity conference taking place in Washington DC in January 2016 that would be beneficial for all Governing Board members to attend.

**Approval of the Consent Agenda**

Ms. Madruga moved to approve the Consent Agenda; seconded by Mr. Moreno. In a roll call vote, the motion carried 4-0.

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

No items were removed.

**CONSENT AGENDA \* ITEMS**

**Human Resources \***

**A. Personnel Items**

**CERTIFIED STAFF**

**Employment of Personnel**

Lance, Sean	CCHS	History
Villarreal, Stephanie	LJCHS	English/Literacy
Goetz, Sariah	TUHS	Biology/Anatomy

**Retirement (Liquidated Damages Apply)**

Sanders, Brian	WHS	Guidance Advisor
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**CLASSIFIED STAFF**

**Employment of Personnel**

Martinez, Sierra	DO/All Sites	Student Worker – Rental Assistance
Ortiz, Louis	DO	Substitute Bus Driver
Gonzales-Norris, Danica	SLHS	Instructional Assistant II
Gomez, Omar	TUHS	Instructional Assistant I

**Resignations**

Garcia, Henry	DO	Skilled Maintenance/HVAC
Andrus, Diana	SLHS	Clerical Support I/Library
Bolden, Bethany	SLHS	Bookstore Manager

**Termination**

Sianez, Nikki Ann	LJCHS	Instructional Assistant II
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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 – \$ 453,764.69
- Expense Vouchers – \$ 4,367,828.28

**Superintendent's Office \***

**A. Minutes – July 14, 2015 Regular Meeting and Executive Session**

All Governing Board members were present.

**B. Amendment No. 2 to Superintendent's Employment Agreement**

On March 24, 2015, the Governing Board approved a 3.25% pay increase for all employees who have worked in the same position for up to four (4) years. 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 adjust the amount of eligible performance based pay of the Superintendent's current salary in year 2015-2016.

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

The Agreement continues the 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.

**D. Intergovernmental Agreement with City of Tolleson for School Resource Officer Services – Tolleson Union High School**

The Intergovernmental Agreement with the City of Tolleson provides for school resource officer services to Tolleson Union High School for the 2015-2016 school year.

**INFORMATION/DISCUSSION ITEMS**

**1. Be A Leader Foundation – End of Year Report**

The District has a five-year agreement with the Be A Leader Foundation 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. Be A Leader Foundation's Soilo Felix, Director of Programs, and Desirae Rocha, Program Coordinator for the West Valley, provided a program update entitled, "Preparing Arizona Students to be College Bound, Focused & Prepared."



**2. Summer School 2015**

Travis Johnson, Director of Alternative Programs and Summer School Principal, and Nicole Baumgart, District Instructional Leadership Coordinator for Literacy and Summer School Assistant Principal, provided an update on the District's 2015 Summer Academy, which included the Summer Advancement, Summer Online, Summer Success Credit Recovery, and Intervention programs.

**3. Possibility of M&O Override Election in 2016**

Dr. Cunningham stated that even though the Governing Board had the opportunity to call for an election in November 2015 in which to renew the Maintenance and Operations budget override, the District is in a solid financial situation this year due to continue student growth, reimbursements received from the School Facilities Board, prepayment of insurance made in previous years, and a robust capital plan. It is very likely that a political action committee will be established in early 2016 to explore the option of requesting District voters to reauthorize the M&O override in the November 2016 election.

**ACTION/DISCUSSION ITEMS**

**1. Policy HA; Professional Negotiations Agreement**

There was no discussion on this item.

Mr. Chapman moved to direct Dr. Cunningham to schedule a subsequent executive session for legal advice with the District's attorney to seek further legal advice regarding the meet and confer process and Policy HA; seconded by Mr. Moreno. In a roll call vote, the motion carried 4-0.

**AGENDA ITEMS FOR FUTURE MEETINGS**

No future agenda items were requested.

**FORMAL ADJORNMENT OF REGULAR MEETING**

Ms. Madruga moved to adjourn the Regular Meeting; seconded by Mr. Del Palacio. Mr. Chapman called the Regular Meeting of the Tolleson Union High School District Governing Board adjourned at 7:37 p.m.

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Mr. Steven Chapman, Governing Board President

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** August 11, 2015

**AGENDA SUBJECT:** Community Priorities – Response to Letter from State Representatives Richard Andrade and Ceci Velasquez

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**PURPOSE:**

At the request of Governing Board Member Corina Madruga, the Governing Board members and Dr. Cunningham will discuss and provide input on the request for information from Representatives Andrade and Velasquez.

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

Dr. Cunningham received a letter from State Representatives Richard Andrade and Ceci Velasquez of Legislative District 29 in which the Representatives listed several community issues they have addressed to date. The letter also stated, "To ensure that we are representing you, we need to hear about YOUR priorities for our community."

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

The Governing Board members and Dr. Cunningham will have an opportunity to discuss their thoughts, ideas, and priorities on community issues that can be addressed by Representatives Andrade and Velasquez.


**BUDGET IMPACT AND COSTS:**

N/A

**RECOMMENDATION:**

At the Governing Board's discretion.

Submitted by: Corina Madruga  
Governing Board Member Date: July 30, 2015

Reviewed by:   
Superintendent Date: July 30, 2015

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FEDERALISM & STATES RIGHTS  
RULES

## Arizona House of Representatives Phoenix, Arizona 85007

June 25, 2015

Dear Dr. Lexi Cunningham,

We are honored to serve as your State Representatives from Legislative District 29 at the Arizona State Capitol and our community is our number one priority. To ensure that we are representing you, we need to hear about YOUR priorities for our community. During the 2015 legislative session, we worked with our fellow lawmakers to address the issues important to Arizona families. Like you, we are invested in the success of our state, which is why we are committed to finding fiscally responsible ways of balancing our budget while protecting education, preserving public safety, and building a stronger economy.

Here are some of the issues that we worked on this year:

### Education

- Fought against massive cuts to our neighborhood schools
- Worked to protect funding for community colleges and universities because all students should have access to affordable tuition

### Public Safety

- Voted against a budget that would support the construction of more private prisons over support for our schools
- Opposed cuts to cities and counties that could result in fewer local law enforcement officers and firefighters on our streets

### Economy

- Advocated for measures to help attract high-paying science and technology-related jobs to our state
- Worked to responsibly balance the state budget without undermining the future of Arizona's economy

We are honored to be serving our neighbors in District 29. To ensure that we are representing you, we need to hear about YOUR priorities for our community.

Please take a moment to contact us to share your thoughts, ideas and priorities. Feel free to call us at 602-926-3063 or email us at [randrade@azleg.gov](mailto:randrade@azleg.gov) or [cvelasquez@azleg.gov](mailto:cvelasquez@azleg.gov) to provide feedback or to let us know if we can be of any assistance to you. Together we can work to solve the critical issues facing our state. Your ideas matters and will help us serve you and our community better! We look forward to our continued dialogue as we work to build a better future for Arizona.

Sincerely,

  
Richard Andrade  
Arizona Representative, LD29

  
Ceci Velasquez  
Arizona Representative, LD29

# SUMMARY OF AGENDA ITEM

**MEETING DATE:** August 11, 2015

**AGENDA SUBJECT:** Policy HA; Meet and Confer Goals

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**PURPOSE:**

At the request of Governing Board President Steven Chapman, the Governing Board members will have an opportunity to discuss proposed changes to Policy HA; Meet and Confer Goals.

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

New or revised policy language is normally proposed by the Arizona School Boards Association, based on changes to law. However, Policy BG states that "suggestions regarding the content of policies may originate with a member of the Board, the Superintendent, a staff member, a parent, a student, a consultant, a civic group, or any resident of the District."

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

The proposed changes to policy language will be discussed by the Governing Board.

**BUDGET IMPACT AND COSTS:**

N/A

**RECOMMENDATION:**

At the Governing Board's discretion.

Submitted by: Steven Chapman  
Governing Board President Date: July 29, 2015

Reviewed by:   
Superintendent Date: July 29, 2015