



## 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:** January 27, 2015

**TIME:** 6:00 p.m.

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

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

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

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

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

Posted: January 22, 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 \_\_\_\_\_.

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

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

**4. Celebrations**

**A. Athletes of the Month**

The Athlete of the Month Program recognizes student athletes who exhibit exemplary sportsmanship, performance, leadership, and work ethic, both in the classroom and in a competitive environment. The following December 2014 Athletes of the Month will be recognized:

Copper Canyon High School

Brittany Lopez (Basketball) and Juan Hernandez (Soccer)

La Joya Community High School

Talassa Seitz (Basketball) and Alexander Encinas (Wrestling)

Sierra Linda High School

Janae Gonzales (Basketball) and Oscar Lueraharris (Wrestling)

Tolleson Union High School

Yaharim Satterwhite (Soccer) and Anthony Torres (Wrestling)

Westview High School

Olivia Hernandez (Soccer) and Kendall Barnes (Basketball)

**5. Public Participation**

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

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

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

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

**6. Summary of Current Events**

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

**7. Approval of the Consent Agenda**

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

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

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

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

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

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

**CONSENT AGENDA\* ITEMS**

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

**\*1. Human Resources**

**A. Personnel Items**

Personnel items include recommendations and ratifications for various actions including employment, contract assignments and revisions, stipends, extra duty assignments, position changes, leaves of absence, retirements, resignations, and terminations.

**PDF  
PAGE #**

**9-13**

**\*2. Financial Services**

**A. Vouchers**

Prior to ratification at each Governing Board meeting, Governing Board members review vouchers and/or journal entries. Vouchers represent orders for payment of material, equipment, salaries, and services.

**14-15**

**B. Donations**

The following donations were received:

- CollegeBoard – \$500 – Advanced Placement rebate check for Advanced Placement tests at University High School.
- Mr. and Mrs. J.L. Kindell – \$800 – Funds for miscellaneous Tolleson Union High School JAG Club expenses.

**16-17**

- Arizona Storage Rental – \$500 – Funds for miscellaneous expenses of the Alternative Education Program (CEA/Lighthouse Academy).
- City of Goodyear - \$1,000 – Pool covers and storage rack for Tolleson Union High School swim program.
- Pepsico/Quaker, Inc. - \$1,944 – fifty-four (54) cases of 20-ounce bottles of Gatorade for the La Joya Community High School boys’ basketball program.

**\*3. Purchasing**

**A. Disposal #884, Folding Machine**

**18-19**

The disposal of a folding machine will ensure that the District continues to maintain furniture and equipment that is safe to use and in good operating condition.

**B. Contract Extension and Renewals: IFB 13-013-17, Automotive and Bus Supplies and Parts; RFP 14-010-18, Track and Field Timing Services; RFP 14-003-18, Reclassification Study**

**20-21**

The multi-year contracts require approval in order to extend for an additional one-year period or portion thereof. Since performance under these contracts has been satisfactory, extension of the contracts is recommended.

**\*4. Superintendent’s Office**

**A. Travel Requests**

**22-33**

The following travel requests were received:

- John Speer, Assistant Superintendent; Vickie Landis, Director of Curriculum and Instruction; Nicole Baumgart, English and Social Studies Instructional Leadership Coordinator; and Assistant Principals Casey Frank (TUHS) and Richard Stinnett (CCHS) wish to attend the Annual ASCD (Association for Supervision and Curriculum Development) Conference and Exhibit Show on March 19-23, 2015 in Houston, TX.
- Copper Canyon High School Coaches Jason Mitchell, Andrew Lopez, and Tricia Garritano; Teachers Kristen Adrian, Charles Allman, Erin Conners, Emily Hellhake, and Vincent Herrera; Guidance Advisors Sue Hennessey and Seth Stuart; and 72 members of the Stunt and Pom team wish to compete in the USA National High School Spirit Competition on March 19-22, 2015 in Anaheim, CA.
- Copper Canyon High School Head Coach Jessica Basford; Coaches Stephanie Huckins, Geoff Johnson, and Jessica Sees; and 14 members of the girls’ varsity softball team wish to participate in the Kingman Coca-Cola Classic Tournament on March 13-14, 2015 in Kingman, AZ.

- La Joya Community High School Sponsors Melissa Tracy and Aaron Dille; and 12 members of the Student Council wish to participate in the Arizona Association of Student Councils State Convention on February 5-7, 2015 in Apache Junction, AZ.
- Tolleson Union High School Sponsor Rosie Peacock; Assistant Principal Chad Doyle; and 12 members of the Student Council wish to participate in the Arizona Association of Student Councils State Convention on February 5-7, 2015 in Apache Junction, AZ.

**B. Site Agreement with Jobs for Arizona’s Graduates, Inc. for the Operation of After School Academic and Leadership Programs During the 2014-2015 School Year** **34-42**

The primary goals of the Jobs for Arizona’s Graduates (JAG) After School Academic and Leadership programs are to: 1) increase student engagement on campus and in the community; 2) support students academically; 3) provide leadership training; 4) make students aware of all the opportunities available to them; and, 5) support students in their educational and career future planning. The 2014-2015 Agreement will provide a continued presence of the JAG program on the Tolleson Union and Westview high school campuses.

**C. Intergovernmental Agreement with City of Phoenix for School Resource Officer Services – Sierra Linda High School** **43-52**

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 several years.

**D. Intergovernmental Agreement with City of Avondale for School Resource Officer Services – La Joya Community High School and Westview High School** **53-74**

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 several years.

**E. Regional Cooperative Agreement with the Arizona School for the Deaf and Blind**

The Desert Valleys Regional Cooperative is a partnership between local school districts in the Phoenix metropolitan area and ASDB. The goal of the partnership is to provide appropriate educational programs and services for students with sensory impairments. The joint efforts of the District and the Cooperative help students who are deaf, blind, hearing impaired, or visually impaired succeed in the general education environment.

**F. Minutes – January 10, 2015 Special Meeting and January 13, 2015 Regular Meeting and Executive Session**

All Governing Board members were present.

**INFORMATION/DISCUSSION ITEMS**

**1. Transportation Department Update**

Lu Reddin, Transportation Director, will provide a department update.

114

**ACTION/DISCUSSION ITEMS**

**1. Services Agreement with Arizona State University for the American Dream Academy – Realizing the American Dream**

ASU’s Center for Community Development and Civil Rights will provide training, known as the American Dream Academy – Realizing the American Dream, intended to help adults influential in the life of a student acquire the tools and knowledge necessary to help their students increase their academic achievement. The training is designed to develop skills and techniques which will enable parents to address the education needs of their school-aged children and will serve as a holistic component of a student dropout prevention program.

*Recommendation:* That the Governing Board approve the Services Agreement with the Arizona Board of Regents, for and on behalf of Arizona State University, Center for Community Development and Civil Rights.

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

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

115-120

**2. Governing Board Expectations, Commitments, and Goals**

On January 10, 2015, a Special Meeting of the Governing Board was held. During the meeting, Dr. Cunningham facilitated a discussion on Governing Board expectations based on a combination of information the Governing Board received from the District’s attorney, state law, and Governing Board policies relative to:

1. Communication
2. Agenda
3. Meeting preparation
4. Meeting
5. After the meeting
6. Site visits
7. Community communication

121-129

The commitment statements are based on Governing Board self-direction, whereas the goals are predicated on the five (5) TUHSD goals of:

1. High academic achievement
2. Efficient and effective operational practices
3. Highly effective staff district-wide
4. Engaging families and community partners
5. Safe and orderly schools

Transparency to students, staff, parents, and the community are of utmost importance to, and a priority of, the Governing Board. Adoption of the three (3) Governing Board documents – expectations, commitments, and goals – ensures that the Governing Board members, and the Governing Board as a whole, meets their objective.

Recommendation: That the Governing Board adopt the Governing Board Expectations, Commitments, and Goals statements.

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

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

**3. First Reading – Policy GCQC; Resignation of Professional Staff Members**

**130-131**

Beginning with the 2013-2014 school year, when a professional (certified and administrative) staff members signed a contract for the next school year, then left the District prior to the expiration of that contract, the professional staff member was assessed a liquidated damages fee pursuant to contract language approved by the Governing Board. However, liquidated damages are not assessed if one or more of the following circumstances exist:

1. Internal/external promotion to a position involving supervision and/or advancement in title.
2. Personal health issues that render the professional staff member unable to perform the duties of the position.
3. Relocation outside of Maricopa County or the State of Arizona.

While this information was communicated with District staff on multiple occasions, the language was never made a part of Governing Board policy. Consequently, Policy GCQC; Resignation of Professional Staff Members has been revised to reflect the exceptions stated above, expanding the relocation to include “out of the country,” and to add one additional exception pertaining to retirement into the Arizona State Retirement System during the term of the contract.

Recommendation: That the Governing Board approve the first reading of Policy GCQC; Resignation of Professional Staff Members.

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

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

**4. Proposed Increase to Liquidated Damages Fee for 2015-2016 School Year**

Beginning with the 2013-2014 school year, professional staff members who signed an employment contract but left TUHSD prior to the end of the contract term, and who did not meet the criteria for exceptions, were assessed a liquidated damages fee of \$1,000. In addition to not being released from their employment contract, failure to pay the fee resulted in the professional staff member being reported to the Arizona Department of Education for unprofessional conduct. In addition, the professional staff member forfeited any Proposition 301 monies that would be due to them for the year in which he/she left the District.

When a professional staff member and, in particular, a teacher leaves prior to the end of the contract term, it results in:

1. The need to find a substitute or replacement teacher who meets the highly qualified and properly certified criteria
2. If a substitute or replacement teacher cannot be found, the need to change students' schedules
3. When a student's schedule requires a change, the class the student is changed to results in a higher class size for the receiving teacher.
4. Ultimately, the students suffer due to the disruption in their schedule.

There is common knowledge that there is a teacher shortage in Arizona. When a professional staff member signs a binding employment contract and subsequently breaks that contract that, itself, is considered unprofessional conduct under the Arizona Revised Statutes. As previously stated, when a professional staff member leaves the District, and the reason does not fall to one of the allowable exceptions, the effect on the District is considerable. Administration recommends increasing the amount of liquidated damages assessed against a professional staff member from \$1,000 to \$2,500.

*Recommendation:* That the Governing Board approve the increase in the amount of liquidated damages assessed against a professional staff member when the staff member does not honor the terms of their employment contract from \$1,000 to \$2,500.

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

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

**CALL FOR EXECUTIVE SESSION**

Pursuant to A.R.S. § 38-431.03.A.2 and 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.2 – Discussion or consideration of records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law.

A.3 – Discussion of consultation for legal advice with the attorney or attorneys of the public body.



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

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

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

**Recessing of Regular Meeting for Executive Session**

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

**EXECUTIVE SESSION**

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

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

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

**2. Reading of Confidentiality Statement**

**3. Pending Litigation and Auditor General Investigations**

A.2 – Discussion or consideration of records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law.

A.3 – Discussion of consultation for legal advice with the attorney or attorneys of the public body.

**4. Adjournment of Executive Session**

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

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

**RECONVENING OF REGULAR MEETING**

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

**ADJOURNMENT**

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

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

## SUMMARY OF AGENDA ITEM

DATE: January 27, 2015  
TO: Dr. Lexi Cunningham and Governing Board Members  
SUBJECT: Personnel Items

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**PURPOSE:**

Administration seeks Governing Board approval of personnel actions.

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

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

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

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

**BUDGET IMPACT AND COSTS:**

N/A

**RECOMMENDATION:**

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

Submitted by: Michael Stewart / kme Date: 1-22-15  
Approved by: Lexi Cunningham Date: 1-21-15

# TUHSD HUMAN RESOURCES

**To:** Karyn Eubanks, Executive Assistant to the Superintendent and Governing Board  
**From:** Michael Stewart, Human Resources Director  
**Date:** December 15, 2014  
**Re:** Personnel Items, Governing Board Meeting, **01/27/2015**

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

## **PROFESSIONAL SERVICES STAFF**

### **Retirement; Return Under Phased Retirement Program**

Eubanks, Karyn Morse	DO	Executive Assistant to the Superintendent and Governing Board
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## **CERTIFIED STAFF**

### **Employment of Personnel**

Harris, Alison	CCHS	English
Gibson, Edward	DO	Guest Teacher
Goodloe, Joshua	DO	Guest Teacher
Hernandez, Jazmin	DO	Guest Teacher
Lobo Romano, Jorge	DO	Guest Teacher
Simpkins, Andrea	DO	Guest Teacher
Gorosics, Christopher	WHS	Sports Medicine (.2 FTE)

### **Position Changes**

Morris, Brett	SLHS	From English (CCHS) to Teacher on Special Assignment
Lee, Tonya	WHS	From Culinary Arts (WHS) to Teacher on Special Assignment

### **Extra Duty Assignments**

Hahs, Melody	CCHS	Curriculum Development
Ingersoll, Faith	CCHS	Curriculum Development
Johnson, Curtis	CCHS	Game Worker
Matthews, Kelly	CCHS	CTE Surveyor – Graduate Placement Survey
Eadelman, Faith	WHS	District Head Nurse

**Medical Leave of Absence Requests**

Malave, Joy (Intermittent)	CCHS	Reading
Alvarez, Sandra	CEA	Social Worker
Richman, Debbie	LJCHS	School Nurse
Summers, George	LJCHS	Math
Geiger, Benjamin	WHS	Social Studies
Guerra, Sienna	WHS	Science
Squelch, Casaundra	WHS	Science

**Return from Medical Leaves of Absence**

Kepple, Michael	SLHS	English
Bealer, Eric	TUHS	CTE

**CLASSIFIED STAFF**

**Employment of Personnel**

Ceja, Jovita	CCHS	Cafeteria Cashier
Renteria, Victoria	CCHS	Instructional Assistant I, SPED
Murrell, Sabrina	DO	Substitute Bus Driver
Salvador, Clinton	DO	Technology Specialist III
Lee, Marwin	LA	Behavior Specialist
Oden, Mary	LJCHS	Cafeteria Cashier

**Employment of Personnel through Phased Retirement Program**

Cordova, Yolanda	TUHS	Instructional Assistant II, SPED
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**Coaches**

Bledsoe, Deana	CCHS	Assistant Girls Basketball Coach
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**Position Change**

Croxton, Jeffrey	DO	From Substitute Bus Driver to Bus Driver
Duran, Stephanie	DO	From Substitute Bus Driver to Bus Driver
Keene, Brianna	DO	From Bus Monitor to Substitute Bus Monitor
Servellon, Hector	DO	From Substitute Bus Driver to Bus Driver
Jimenez, Ana	TUHS	From Cafeteria Cashier to Cook

**Medical Leave of Absence Requests**

Madrigal, Laura	CCHS	Cafeteria Cashier
Bobo, Merle	DO	Bus Driver

**Return from Medical Leaves of Absence**

Kreuzer, Richard	DO	Bus Driver
Segura, Kathleen	WHS	Instructional Assistant I, Math

**Resignations**

Gutierrez, Josiah	CCHS	Behavior Specialist
Wasson, Bryan	CEA	Behavior Specialist
Rivas, Jesse	SLHS	Groundskeeper
Medrano, Danielle	TUHS	Behavior Specialist

**Termination**

Paschall, Leonard	SLHS	Security Guard
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**Job Abandonment**

Meraz, Karla	CCHS	Cafeteria Cashier
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**VOLUNTEERS**

**Volunteers**

Villa, Benjamin	WHS	Choir Chaperone
Villa, Nicole	WHS	Choir Chaperone

# SUMMARY OF AGENDA ITEM

DATE: January 27, 2015  
TO: Dr. Lexi Cunningham and Governing Board Members  
SUBJECT: Vouchers

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**PURPOSE:**

Administration seeks Governing Board ratification of payroll vouchers 23-26 and expense vouchers 7061-7069.

**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: \$ 3,788,384.91  
Expense Vouchers: \$ 1,367,184.13

**RECOMMENDATION:**

It is recommended that the Governing Board ratify payroll vouchers 23-26 and expense vouchers 7061-7069.

Submitted by:  Date: 1/16/15  
Approved by:  Date: 1.16.15

**APPROVAL OF PAYROLL/EXPENSES VOUCHERS**

**RATIFY PAYROLL VOUCHERS:**

Voucher	23	\$	1,952.55
Voucher	24		2,000,347.67
Voucher	25		1,783,336.19
Voucher	26		2,748.50
<b>TOTAL</b>			<b><u>\$ 3,788,384.91</u></b>

**RATIFY EXPENSE VOUCHERS:**

Voucher	7061	\$	90,363.43
Voucher	7062		308,944.00
Voucher	7063		256,970.07
Voucher	7064		160,725.05
Voucher	7065		21,263.04
Voucher	7066		157,511.72
Voucher	7067		76,466.07
Voucher	7068		294,408.19
Voucher	7069		532.56
<b>TOTAL</b>			<b><u>\$ 1,367,184.13</u></b>

# SUMMARY OF AGENDA ITEM

DATE: January 27, 2015  
TO: Dr. Lexi Cunningham and Governing Board Members  
SUBJECT: Donations

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**PURPOSE:**

Administration seeks Governing Board acceptance of donations.

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

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

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

Donations assist the schools in providing services and incentives to its teachers and students.

**BUDGET IMPACT AND COSTS:**

Donation totaling \$4,744.00.

**RECOMMENDATION:**

It is recommended that the Governing Board accept the donations from CollegeBoard, Mr. and Mrs. J.L. Kindell, Arizona Storage Rental, City of Goodyear, and Pepsico/Quaker, Inc.

Submitted by: Carolyn Gehring Date: 1-14-15  
Approved by: Melanie Date: 1.15.15



**DONATIONS**  
As of January 27, 2015

<b>DONOR</b>	<b>SCHOOL/PROGRAM</b>	<b>DONATION</b>	<b>VALUE (\$)</b>
CollegeBoard	UHS	AP Rebate Check – AP Exams	500.00
Mr. and Mrs. J.L. Kindell	TUHS – JAG	Cash for miscellaneous expenses	800.00
Arizona Storage Rental	CEA/Lighthouse – Alternative Education Program	Cash for miscellaneous expenses	500.00
City of Goodyear	TUHS – Swim	Pool covers and storage rack	1,000.00
Pepsico/Quaker Inc.	LJCHS – Boys’ Basketball	54 cases of 20-ounce bottles of Gatorade	1,944.00
		<b>Total</b>	<b>4,744.00</b>

## SUMMARY OF AGENDA ITEM

DATE: January 27, 2015  
TO: Dr. Lexi Cunningham and Governing Board Members  
SUBJECT: Disposal #884, Folding Machine

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**PURPOSE:**

Administration seeks Governing Board approval to dispose of obsolete equipment that is no longer needed by the District.

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

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

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

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

**BUDGET IMPACT AND COSTS:**

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

**RECOMMENDATION:**

It is recommended that the Governing Board approve the Request for Authorization for Disposal #884, Folding Machine.

Submitted by: Cheryl Burt Date: 1/21/15  
Approved by: Lexi Cunningham Date: 1-21-15



# SUMMARY OF AGENDA ITEM

DATE: January 27, 2015

TO: Dr. Lexi Cunningham and Governing Board Members

SUBJECT: Contract Extension and Renewals: IFB 13-013-17, Automotive and Bus Supplies and Parts; RFP 14-010-18, Track and Field Timing Services; RFP 14-003-18, Reclassification Study

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**PURPOSE:**

Administration seeks approval of annual contract extensions and renewals.

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

The multi-year contracts require approval in order to extend for an additional one-year period or portion thereof. Since performance under these contracts has been satisfactory, extension of the contracts is recommended.

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

The estimated requirements cover the period of the contracts and are reasonable and continuing. A multi-term contract encourages effective competition and promotes economies in school district procurement.

**BUDGET IMPACT AND COSTS:**

Estimated expenditures and funding source for each of the contracts are listed on the attached page.

**RECOMMENDATION:**

It is recommended that the Governing Board approve the annual contract extensions and renewals for automotive and bus supplies and parts, track and field timing services, and the reclassification study.

Submitted by: Cheryl Burt Date: 1/21/15

Approved by: Lexi Cunningham Date: 1-21-15

**Annual Contract Renewals for the 2014-2015 School Year  
January 27, 2015**

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

<b>CONTRACT TITLE</b>	<b>VENDOR NAME</b>	<b>IFB/RFP NUMBER</b>	<b>AWARD</b>	<b>NO. OF YRS. CONTRACT</b>	<b>ESTIMATED EXPENDITURES</b>	<b>FUNDING SOURCE</b>
Automotive and Bus Supplies and Parts	Arizona Brake and Clutch Auto Safety House General Parts Dist. Fleet Pride Parts Authority	IFB 13-013-17	02/22/2013	4yrs (Final: 2/21/17)	\$35,000.00	M&O
Track and Field Timing Services	Hy Touch Timing Services	RFP 14-010-18	02/26/2014	5 years	\$5,000.00	Auxiliary Operations
Reclassification Study	Educational Management Solutions (EMS)	RFP 14-003-18	1/30/2014	5 Years	\$20,000.00	M&O

# SUMMARY OF AGENDA ITEM

DATE: January 27, 2015  
TO: Dr. Lexi Cunningham and Governing Board Members  
SUBJECT: Travel Requests

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**PURPOSE:**

Administration seeks Governing Board approval of travel requests.

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

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

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

As described on attachment.

**BUDGET IMPACT AND COSTS:**

As described on attachment.

**RECOMMENDATION:**

It is recommended that the Governing Board approve the travel requests from the District Office, Copper Canyon High School, La Joya Community High School, and Tolleson Union High School.

Submitted by: Karen Eubanks Date: 1-21-15

Approved by: Lexi Cunningham Date: 1-21-15

## TRAVEL REQUESTS

January 27, 2015

SCHOOL/DO	WHO	WHAT/WHEN/ WHERE	PURPOSE
District Office	John Speer, Assistant Superintendent; Vickie Landis, Director of Curriculum and Instruction; Nicole Baumgart, English and Social Studies Instructional Leadership Coordinator; and Assistant Principal Richard Stinnett (CCHS)	Annual ASCD (Association for Supervision and Curriculum Development) Conference and Exhibit Show  03/19/15 – 03/23/15 Houston, TX	Attendees will gain a better perspective on educational concerns from national experts regarding professional development, curriculum, resources, and pedagogy.
Copper Canyon	Coaches Jason Mitchell, Andrew Lopez, and Tricia Garritano; teachers Kristen Adrian, Charles Allman, Erin Conners, Emily Hellhake, and Vincent Herrera; guidance advisors Sue Hennessey and Seth Stuart; and 72 members of the Stunt and Pom team	USA National High School Spirit Competition  03/19/15 – 03/22/15 Anaheim, CA	Compete in national competition.
Copper Canyon	Head coach Jessica Basford; coaches Stephanie Huckins, Geoff Johnson, and Jessica Sees; and 14 members of the girls' varsity softball team	Kingman Coca-Cola Classic Tournament  03/13/15 – 03/14/15 Kingman, AZ	Participate in tournament.
La Joya	Sponsors Melissa Tracy and Aaron Dille; and 12 members of the Student Council	Arizona Association of Student Councils State Convention  02/05/15 – 02/07/15 Apache Junction, AZ	Participate in annual convention.
Tolleson Union	Sponsor Rosie Peacock; Assistant Principal Chad Doyle; and 12 members of the Student Council	Arizona Association of Student Councils State Convention  02/05/15 – 02/07/15 Apache Junction, AZ	Participate in annual convention.

## Request to attend the 70<sup>th</sup> Annual ASCD Conference and Exhibit Show in Houston, TX

Pre – Conference Institute • March 19 -20 • 3 members

Vickie Landis, Nicole Baumgart, and Richard Stinnett

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Conference • March 21 - 23 • 4 members

Mr. Speer and TUHSD team listed above

*\*Traveling dates are March 18 and March 20. The whole team will return on March 23.*

### 2-Day Pre-Conference

A team of three instructional leaders from Tolleson Union High School District will attend the two-day pre-conference. Richard Stinnett will attend the two-day Fisher and Frey session. Nicole Baumgart and Vickie Landis will attend the two-day Guskey and Jung session.

### Tool Kit for High-Quality Teaching and Learning

**Presenters: Doug Fisher and Nancy Frey**

The FIT Teaching™ (Framework for Intentional and Targeted Teaching™) methodology helps educators build their capacity to influence student learning through increased engagement and interest in content and by creating a culture of achievement and establishing academic purpose. The presenters will share structures for personalizing a plan to implement the FIT Teaching methodology into the classroom, department, school, or district during opportunities to collaborate, plan, and develop ideas with other participants.

### Leading the Way to More Effective Grading and Reporting for All Students

**Presenters: Tom Guskey and Lee Ann Jung**

As educators align instruction and assessments with new standards for student learning, most discover they must change their grading policies and revise the report card. While stressing the importance of fairness and honesty in grading, the presenters will discuss a variety of ways to report student learning to parents and families, including report cards, alternative formats for parent conferences, newsletters, phone calls, and other reporting tools. Designing new reporting structures that better communicate and involve parents and students will be highlighted, with an emphasis on how to make appropriate and legal adaptations for exceptional and struggling learners. Participants also will explore solutions to common problems, look at sample report cards based on the Common Core State Standards, and review policies and practices that should be avoided due to their negative consequences for students, teachers, and schools.

### Rationale

A focus for professional development this year was designing lessons using the Gradual Release model which Fisher and Frey designed. We would like to capitalize on their expertise in order to plan and implement it more purposefully in the professional development plan and into instruction more effectively.

As we look toward curriculum, instruction, and assessment alignment, the next step is to examine how we communicate our progress with students, teachers and stakeholders. We would like to gain research on grading and reporting for students. These conversations have begun in the reflection portion of the professional development plan as we look at the student work and the grading that is assigned to the work. We have begun those conversations as we



have discussed formative and summative assessments, and need to explore research-based practices as well as implications of grading for high school students.

### 70<sup>th</sup> ASCD Annual Conference and Exhibit Show

On the third day Mr. Speer would join the team to attend the ASCD Conference to explore even more topics in order to gain a better perspective on educational concerns regarding professional development, curriculum, resources, pedagogy, and a plethora of other pertinent topics that educators are focusing on for three days with national experts.

This opportunity would allow administrators to process the information together as a team and identify strategies and next steps as we plan professional development for next school year. These experiences would help to shape the vision for the professional development plan for the district as well as afford valuable tools that will be utilized in the classroom.

This opportunity would provide a monumental resource through national educational leaders and other educators dedicated to their practice, as well as the time to focus on one priority which would be a sustainable professional development plan supported by key administrators in our district. This will build our capacity and understanding to build the plan, and identify the concepts that would be included in the plan.

The knowledge that we gain through this opportunity will be evident in the professional development plan as well as the vision we develop across the district. Evidence of these pieces will be identified in the professional development document, in lesson plans that are implemented during professional development, and in strategies that will be utilized in the classroom. The committee would share with other principals and stakeholders during professional development, principal meetings and other opportunities that may arise.

### Key Attendees

#### Two Day Pre-Conference

Vickie Landis, Director of Curriculum and Instruction, PDC member

Nicole Baumgart, ELA and Social Studies Instructional Coordinator


Richard Stinnett, Assistant Principal for Curriculum and Instruction, Copper Canyon High School, PDC Member

#### Conference Participants

John Speer, Assistant Superintendent, PDC member

Attendees of the Two Day Pre-Conference

Approved:

  
Dr. Lexi Cunningham, Superintendent

Date:

1-15-18



# COPPER CANYON HIGH SCHOOL

*Aztecs Aspire. Aztecs Achieve.*

9126 West Camelback Road  
Glendale, Arizona 85305

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

TO: Superintendent, Dr. Cunningham & Governing Board Members  
FROM: Mindy Marsit, Principal  
RE: Travel Request  
DATE: December 16, 2014

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The Copper Canyon High School Stunt and Pom team members have been given the opportunity to compete in the USA National High School Spirit Competition in Anaheim, CA on March 19 – 22, 2015. I respectfully request your approval for the 72 team members, coaches Jason Mitchell, Andrew Lopez, and Tricia Garritano as well as supervising teachers Kristen Adrian, Charles Allman, Erin Conners, Emily Hellhake, and Vincent Herrera along with guidance advisors Sue Hennessey and Seth Stuart to participate in this competition. Substitute coverage not be required as the event occurs over Spring Break.

Teams from across the country will be competing at this national event. This is a great opportunity for our students to not only represent our school and district at a national level, but to give these students an opportunity to showcase their skills and talents with the best in the country. The competition fee is \$12,750, transportation cost will be \$6,000, and lodging will cost \$10,000. All costs will be funded by the Stunt and Pom team account.

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

Respectfully,

Mindy Marsit

APPROVED:

Dr. Lexi Cunningham, Superintendent

DATE:

1-15-15



# COPPER CANYON HIGH SCHOOL

*Aztecs Aspire. Aztecs Achieve.*

9126 West Camelback Road  
Glendale, Arizona 85305

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

## Travel Proposal

Date: March 19 – 22, 2015

Who: 72 Copper Canyon Stunt and Pom Team Members

What: USA National High School Spirit Competition – Anaheim, CA

Where: Anaheim Convention Center, Anaheim, CA

Cost: \$12,750 Competition Fees

Rationale: Teams from across the country will be competing at this national event. This is a great opportunity for our students to not only represent our school and district at a national level, but to give these students an opportunity to showcase their skills and talents with the best in the country.

Transportation: Charter buses \$6,000

Lodging: Quality Inn & Suites  
Santa Ana, CA  
26 Rooms - \$10,000

Sponsor: Jason Mitchell. Chaperones: Teachers Kristen Adrian, Charles Allman, Erin Conners, Emily Hellhake, Vincent Herrera and Guidance Advisors Sue Hennessey and Seth Stuart as well as Grace Luetmer, \_\_\_\_\_ coaches Andrew Lopez and Tricia Garritano.

Registration, hotel, and transportation will be paid for through the CCHS Stunt and Pom team funds.



# COPPER CANYON HIGH SCHOOL

*Aztecs Aspire. Aztecs Achieve.*

9126 West Camelback Road  
Glendale, Arizona 85305

Phone: 623-478-4800

Fax: 623-478-4802

coppercanyon.tuhsd.org

TO: Superintendent, Dr. Cunningham & Governing Board Members  
FROM: Mindy Marsit, Principal  
RE: Travel Request  
DATE: January 7, 2015

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The Copper Canyon High School Girls Varsity Softball team members have been given the opportunity to participate in the Kingman Coca-Cola Classic Tournament in Kingman, AZ March 13 – 14, 2015. I respectfully request your approval for 14 members of the team to participate in the tournament. Head Coach Jessica Basford along with two of the following coaches will also attend: Stephanie Huckins, Geoff Johnson, Jessica Sees. The team and coaches will leave on March 12, 2015 after school. Substitute coverage for March 13, 2015 will be paid with the general athletic fund.

This event will provide an opportunity travel outside of the Phoenix area, compete with new schools not encountered during the traditional season, as well as, develop team cohesion and camaraderie. The tournament fee of \$350.00 will be paid with the general athletic fund. Lodging costs of \$788.34 and transportation costs of \$525.03 will be paid with softball club fund.

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

Respectfully,

Mindy Marsit

APPROVED:

  
Dr. Lexi Cunningham, Superintendent

DATE:

1-12-15



# COPPER CANYON HIGH SCHOOL

*Aztecs Aspire. Aztecs Achieve.*

9126 West Camelback Road  
Glendale, Arizona 85305

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

## Softball Tournament Proposal

- Date:** March 12-14, 2015 (March 12<sup>th</sup> is a travel day)
- What:** Kingman Coca-Cola Classic Softball Invitational
- Who:** Copper Canyon Girls Varsity Softball Team and 3 coaches. Tryouts will begin February 9<sup>th</sup>. Roster will only carry 12-14 players. Players will be determined on February 13<sup>th</sup> after scheduled tryouts have occurred.
- Cost:** \$350 to be covered by the Athletic department. (1 Tournament)
- Rationale:** Development of team cohesion and camaraderie. Most of our student athletes do not travel outside of the Tolleson, Arizona area. This opportunity will allow students to experience other parts of Arizona and a higher level of athletic competition. This is a great chance for our student athletes to compete against schools from northern Arizona, California, and Nevada.
- Transportation:** 1 White Bus/Certified to drive White Bus - \$525.03 to be paid with the Softball Club account.
- Lodging:** Best Western Wayfarer's Inn  
2815 E. Andy Devine Ave  
Kingman, AZ (928) 753-6271
- Cost of hotel estimate \$788.34 for 2 nights. Includes full hot breakfast both mornings. Cost covered by the Softball Club fund.
- Coaches:** Head Coach Jessica Basford, Assistant Coach Stephanie Huckins, Assistant Coach Geoff Johnson, and Assistant Coach Jessica Sees. (Coach Basford and 2 other coaches will attend). Substitute coverage will be needed for March 13<sup>th</sup> and will be funded by the Athletics budget.



# LA JOYA HIGH SCHOOL

A COMMUNITY OF EXCELLENCE



"THE STRENGTH OF THE PACK IS THE WOLF, AND THE STRENGTH OF THE WOLF IS THE PACK"

TO: Dr. Lexi Cunningham, TUHSD Superintendent  
TUHSD Governing Board Members

FROM: Brandi Haskins, LJCHS Principal

DATE: January 5, 2015

RE: Travel Request

Please accept this travel request for 12 members of La Joya's Student Council to travel to Apache Junction, AZ from February 5-7, 2015. They will participate in the Arizona Association of Student Councils (AASC) State Convention which is being held at Apache Junction High School. Travel costs include hotel and transportation (district white bus) which will be paid by Student Council funds. Substitute coverage will be paid from site substitute budget funds. This conference is an excellent opportunity for students to learn about student leadership and gain ideas for programming from other schools.

I support this request for travel opportunity for our student leaders.

APPROVED:

  
Dr. Lexi Cunningham, Superintendent

DATE:

1-5-15



# LA JOYA HIGH SCHOOL

A COMMUNITY OF EXCELLENCE



*"THE STRENGTH OF THE PACK IS THE WOLF, AND THE STRENGTH OF THE WOLF IS THE PACK"*

12/3/2014

To whom it may Concern:

The La Joya Student Council kindly requests your permission to attend the AASC (Arizona Association of Student Councils) State Convention. The convention rotates locations every year. Last year our students went to Sabino High School in Tucson and learned valuable lessons they use on a daily basis this year.

This convention will be held at Apache Junction High School which is located at 2695 S. Ironwood Dr, Apache Junction, AZ 85120. The convention is being held February 5<sup>th</sup>-7<sup>th</sup>. The sponsors that will be attending and supervising the trip (Melissa Tracy and Aaron Dille) are both teachers and will treat the trip the same as other official school activities. Since the convention runs very late each evening and starts early each morning most schools from the Phoenix area are electing to leave Thursday afternoon and return from Apache Junction on Saturday afternoon. La Joya Student Council requests permission to join those schools. If they are granted permission each student will receive a form that they must take to their classes that will allow their teacher to spell out what they would like the student to be working on while they attend the convention. Any student that has not returned those completed forms to the sponsors will not be allowed to attend the convention. There will be study time on Friday with teachers there to make sure that all students complete their assigned work.

The schools from this school district attending the convention have selected the Best Western Gold Canyon as the best lodging accommodations. La Joya Student Council has money already in their account to cover the cost of the hotel in full. The hotel reservations include a free breakfast each morning. The contract for this group is attached with this letter and your permission is requested in signing that contract to secure the rooms.

For transportation La Joya Student Council requests permission to take a small white bus. Both Ms. Tracy and Mr. Dille are certified to drive and operate that vehicle and it will easily accommodate the 12 students they are taking. If permission is granted for them to attend the conference they will promptly start the transportation request process.

La Joya student council requests that you to grant them permission to attend this awesome opportunity. Each year AASC puts on a state conference that students talk about for years. The leadership skills that are learned benefit entire campuses as students take those skills back to their schools and put them to good use. The friends that are made are equally beneficial as student meet students from other schools and make friends with the future leaders of this state and country. If granted permission to attend, these students will make the school, community, and district proud.

Sincerely,

Aaron Dille & Melissa Tracy,  
Student Council Advisors  
La Joya Community High School

# TOLLESON UNION HIGH SCHOOL

9419 West Van Buren • Tolleson, Arizona 85353

(623) 478-4200 • Fax 623-936-9366



*Ernie Molina*  
Principal

*Suzanne Howell*  
Assistant Principal

*Casey Frank*  
Assistant Principal

*Chad Doyle*  
Assistant Principal

To: Board of Education, Tolleson Union High School District

From: Ernest Molina, Principal, Tolleson Union High School

Date: January 9, 2015

Subject: Letter of Support, Tolleson Student Council to attend the AASC State Convention

I am submitting this letter of support on behalf of Rosie Peacock, Tolleson High Schools Student Council sponsor.

Ms. Peacock and Chad Doyle along with 12 students of the Tolleson Student Council will be traveling to Apache Junction, AZ to attend the Arizona Association of Student Council Annual Conference. The conference theme is Legends Never Die and it is the premier event for AASC. The conference features guest speakers, motivational keynote speakers, workshops that will greatly benefit our students.

The trip will take place from February 5, 2015 through February 7, 2015 and will be funded through the Student Council club account. Hotel accommodations are in the process of being finalized.

Ms. Peacock will need coverage on February 6, 2015 which will be paid for through athletics.

Thank you for your consideration of this request.

Respectfully,

Ernest Molina  
Principal

APPROVED:

Dr. Lexi Cunningham, Superintendent

DATE:

1-10-15

*"Excellence in Teaching and Learning for All"*



January 7, 2015

Dear Dr. Cunningham and Tolleson School Board

I (Rosie Peacock) advisor of TUHS StuCo. and chaperone Chad Doyle, along with 12 students of Tolleson Student Council would like to attend the AASC (Arizona Association of Student Council) Annual Conference at Apache Junction High School. The conference will be held from Feb. 5, 2015 through Feb. 7, 2015.

The conference theme is Legends Never Die and it is the premier event for AASC. The conference features guest speakers, motivational keynote speakers, workshops and motivational talks that will greatly benefit our students. Networking with other students and teachers from other schools as well as motivational keynote speakers will prove to be invaluable for our students.

Sincerely,

*Rosie Peacock*

Rosie Peacock

# SUMMARY OF AGENDA ITEM

DATE: January 27, 2015

TO: Dr. Lexi Cunningham and Governing Board Members

SUBJECT: Site Agreement with Jobs for Arizona's Graduates, Inc. for the Operation of After School Academic and Leadership Programs During the 2014-2015 School Year

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## PURPOSE

Administration seeks approval of the Jobs for Arizona's Graduates, Inc. (JAG) agreement for the operation of after school academic and leadership programs during the 2014-2015 school year.

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

The primary goals of the Jobs for Arizona's Graduates (JAG) After School Academic and Leadership programs are to: 1) increase student engagement on campus and in the community; 2) support students academically; 3) provide leadership training; 4) make students aware of all the opportunities available to them; and, 5) support students in their educational and career future planning.

## STUDENT, EMPLOYEE AND/OR COMMUNITY BENEFIT:

The 2014-2015 Agreement will provide a continued presence of the JAG program on the Tolleson Union and Westview high school campuses.

## BUDGET IMPACT AND COSTS:

JAG will reimburse the District for the cost of (1) a stipend for each After School JAG Program Coordinator in an amount of \$2,260.65 per program (which includes 7.65% FICA/Medicare costs); (2) up to \$300 for substitute teacher cost associated with the JAG Program Coordinators attending JAG staff meetings and the Career Development Conference; and (3) up to \$400 for transportation costs associated with attending the Career Development Conference.

## RECOMMENDATION:

It is recommended that the Governing Board approve the Site Agreement with Jobs for Arizona's Graduates, Inc. for the 2014-2015 school year.

Submitted by: Karen Eubanks Date: 1-21-15

Approved by: Lexi Cunningham Date: 1-21-15

## SITE AGREEMENT

**Jobs for Arizona's Graduates, Inc.  
And  
Tolleson Union High School District**

**Operation of After School Academic and Leadership Programs (ASALP)  
During the 2014-2015 School Year**

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This Agreement is entered into among **Jobs for Arizona's Graduates, Inc. (JAG) and Tolleson Union High School District**. The relationship is sometimes referred to as a "partnership" and the participants called "partners," to emphasize the aspects of mutual cooperation and shared goals, although the relationship is not that of a true partnership.

### **Recitals**

1. Jobs for Arizona's Graduates, Inc. (JAG) is a non-profit corporation supported by corporate and foundation contributions, public sector grants and participating school funds. JAG creates business, industry and education "partnerships" committed to achieving its mission of ensuring that at-risk high school students remain in school and attain basic employability skills through classroom and work-based learning experiences.
2. The After School Academic and Leadership Programs are based on the Jobs for America's Graduates Program Model and are open to all students who have the desire to participate.
3. **The primary goals of the Program are to: 1) increase student engagement on campus and in the community, 2) support students academically, 3) provide leadership training, 4) make students aware of all the opportunities available to them and 5) support students in their educational and career future planning.**
4. The partners are committed to providing a high quality after school program.

### **IT IS AGREED:**

- I. **The responsibilities of JOBS FOR ARIZONA'S GRADUATES, INC. (JAG) are to:**
  1. At the request of the district establish two (2) After School Academic and Leadership Programs to meet the needs of each of **Tolleson and Westview High Schools**.
  2. Upon invoice reimburse the district up to \$4,522 [ $\$2,100 \times 7.65\%$  (FICA/Medicare) = \$2,260.65/Program] for the actual number of stipend contracts.

3. Upon invoice reimburse the district up to \$300 for substitute teacher cost associated with the JAG Program Coordinators attending the mandatory JAG Staff Meetings and the Career Development Conference.
4. Upon invoice reimburse the district up to \$400 for transportation cost associated with attending the Career Development Conference.
5. Maintain an active, involved Board of Directors to provide oversight to the implementation, operation, and continuous improvement of JAG programs in Arizona.
6. Develop a positive working relationship within local communities, including employers, post-secondary and technical schools, and community service organizations so that these entities can benefit the operating programs.
7. Provide training and technical assistance to the After School JAG Program Coordinator and to other key staff members at the participating school on the successful implementation and operation of the program.
8. Provide support to the After School JAG Program Coordinator and school administration and staff and to conduct periodic program quality assurance reviews.
9. Sponsor a Career Development Conference in the spring for the students to attend.
10. Students will be provided the opportunity to attend or apply for:
  - o The National Student Leadership Conference (if selected as a JAG Prudential Leader)
  - o Students will have the opportunity to apply for JAG Scholarships.
  - o Unlimited amount of APSA tuition reduction certificates
  - o Access to the Arizona College Scholarship Foundation scholarships (\$24,000+ scholarships open only to students in JAG, GEAR UP and four other intervention programs)

**II. The responsibilities of the District and High School are to:**

1. Stipend up two (2), mutually acceptable certified staff members as the After School JAG Program Coordinator to fulfill the duties and responsibilities outlined below at the high schools listed below.
  - o Duties and responsibilities:
    - o The JAG After-school program would meet regularly 2-3 times per week depending upon the needs and availability of the students engaged. Additional time would be given to specific community service events planned by/with the

JAG students. Remaining time would be utilized to fulfill individual student support and reporting responsibilities.

- The JAG Coordinator will:
  - Establish and facilitate a student club with at least 25 core participants that will complete a minimum of one community service event per semester;
  - Deliver JAG College and Career Readiness Workshop Content to participants during club meetings:
    - i. Module 1: Career and College Exploration
    - ii. Module 2: Completing Applications – Employment
    - iii. Module 3: Completing Applications - College
    - iv. Module 4: Completing Resumes
    - v. Module 5: Financial Aid and College Budgeting
    - vi. Module 6: Interviewing Techniques
  - Provide students with information and support on postsecondary educational choices. Senior students should receive support on completing the FAFSA, enrollment and scholarship applications and ACT/SAT or Accuplacer College Assessments.
  - Participate in the Career Development Conference – Spring
  - Document interaction with students throughout the year using JAG’s data management system, eNDMS (profiles and model services).
- High Schools
  - Tolleson
  - Westview

2. Provide classroom coverage for JAG Coordinators to participate in mandatory professional development hosted by JAG on a quarterly basis. District will invoice JAG for sub costs (see I.3).
3. Release the stipends on a quarterly basis as outlined in Section IV of this agreement.
4. Advertise the stipend opportunity to certified staff at each high school and support the process to stipend the right individual.
5. Provide JAG with a copy of the signed stipend contract.
6. Contribute the following in-kind services:
  - Consistent classroom space after school where the students can meet (a home location for the program),

- Access to other school facilities (computer lab, lecture hall, etc.) after school as available and needed for program/club activities,
  - Allow the Coordinator to use district computer, phone for program activities and to make copies necessary to deliver the curriculum and operate the program.
7. Provide unofficial transcripts, attendance and discipline records of the students enrolled in the Program to JAG in January and June 2015. The unofficial transcripts are protected as "educational records" under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and 34 CFR Part 99. With respect to the use and maintenance of these educational records, JAG agrees not to disclose educational records with personally identifiable information to any other party without the prior consent of the parent or eligible student.
  8. Provide unofficial transcripts, attendance and discipline records of students previously enrolled in a JAG Program at TESD that have transferred into TUHSD school. Names and birthdates provided by JAG on an annual basis.
  9. Allow and transport eligible JAG students and After School JAG Program Coordinator to attend the Career Development Conference in the spring. District will invoice JAG to cover costs of transportation (See I.4).
  10. Support JAG's efforts to involve parents, family, employers, and community to meet the needs of JAG students, to keep them in school through graduation.
  11. In cooperation with JAG, provide performance evaluations of the Program Coordinator and assistance to achieve full compliance with the Jobs for America's Graduates Program standards.
  12. Assign an administrator to be the JAG point of contact at each school to coordinate with JAG, to monitor and evaluate the Program and the Program Coordinator to ensure that the Program Coordinator fulfills the requirements and responsibilities of this Site Agreement and the performance standards of JAG, Jobs for America's Graduates Program Model and of any funding sources.

**III. The responsibilities of the designated Program Coordinators are to:**

1. Promote the JAG After School Program to all students on campus.
2. The JAG After-school program would meet regularly 2-3 times per week depending upon the needs and availability of the students engaged. Additional time would be given to specific community service events planned by/with the JAG students. Remaining time would be utilized to

fulfill individual student support and reporting responsibilities. Specific duties and responsibilities will be developed in conjunction with staff; however, in general responsibilities will include:

- Establish and facilitate a student club with at least 25 core participants that will complete a minimum of one community service event per semester;
  - Provide students with the materials and guidance for district approved credit earning option for the program.
  - Provide students with information and support on postsecondary educational choices. Senior students should receive support on completing the FAFSA, enrollment and scholarship applications and ACT/SAT or Accuplacer College Assessments.
  - Participate in the Career Development Conference – Spring
  - Document interaction with students throughout the year using JAG's data management system, eNDMS (profiles and model services only).
3. Participate in all mandatory quarterly staff development activities hosted by JAG.
  4. Prior to October 30<sup>th</sup> identify 25 program participants whose level of engagement in the program merit status as "core program participants":
    - Core participants will complete a JAG Club Commitment Form and commit to a consistent level of participation in both meetings and student-planned activities throughout the year.

## **V. General**

1. The JAG After school Academic and Leadership Program is to operate within the principles, policies, procedures and standards of the Tolleson Union High School District and Jobs for Arizona's Graduates.
2. As required by A.R.S. 38-511, the parties acknowledge and agree that any party may, within three years after its execution, cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of any 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.
3. This Agreement shall terminate automatically at the end of its term.





writing signed by all Parties. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, pertaining to the subject matter hereof are hereby superseded and merged herein.

11. This Agreement shall be construed and interpreted under the laws of the State of Arizona. The Parties agree to negotiate any disagreements that may arise in connection with the Agreement. In the event that informal discussions or voluntary mediation do not result in resolution, the Parties agree to binding arbitration by a mutually agreed upon individual. In the absence of agreement, each party will select an arbitrator, and the two arbitrators will select a third. The panel of three shall render a decision, which shall be binding upon the parties.
12. Any and all modifications or revisions to this Agreement shall be mutually agreed upon and shall be in writing in the form of an amendment or addendum to this Agreement.
13. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent such disposition is necessary, property shall be returned to its original owner.
17. The parties agreed to comply with all applicable provisions of State and Federal laws and regulations relating to non-discrimination, equal employment opportunity, educational opportunity, and immigration, including, but not limited to the Americans With Disabilities Act, A.R.S. § 41-4401, A.R.S § 23-214, and the Federal Immigration and Nationality Act (FINA).
18. Each party avows that it has such liability insurance as reasonably necessary to protect against claims, losses, or judgments that might result from the negligent acts or omissions of the parties, their agents, employees or invitees.
19. The Parties, where applicable, shall comply with the requirements of A.R.S. § 15-512.
20. In accordance with A.R.S. § 35-391, *et seq.* and A.R.S. § 35-393, *et seq.*, JAG affirms that it does not have nor will have a scrutinized business operation/s in Sudan and/or Iran during the term of this Agreement.

**VI. Release of Jobs for Arizona's Graduates Inc. contribution to the School District**

1. JAG will communicate to the district finance department on the dates indicated below, approving the release of the quarterly stipend to the Afterschool Coordinators.
2. Required quarterly achievement of the following are necessary for invoices to be issued to JAG:
  - December 13, 2014
  - at least 22 JAG Afterschool Meetings have occurred

- 25 students are participating and have been determined to be the core participants.
- Successfully completed Fall Service Learning Project
- All data/documentation is current in ENDMS
- March 7, 2015
  - at least 37 JAG Afterschool Meetings have occurred
  - Core participants continue to participate
  - Spring Service Learning Project is underway or completed.
  - All Senior Participants have received support to complete the FAFSA
  - All data/documentation is current in ENDMS
- May 9, 2015
  - at least 51 JAG Afterschool Meetings have occurred
  - Students attended and participated in the Career Development Conference (participation includes at minimum a table display at the conference).
  - Successfully completed Spring Service Learning Project
  - All data/documentation is current.

3. JAG will reimburse the district upon invoice for costs directly connected to the stipend paid to the JAG After School Program Coordinator and 7.65% FICA and Medicare costs associated with the stipends on a **quarterly basis**. Quarterly stipends will be \$525.

This Site Agreement is executed on the date or dates as set forth below and will take effect on the latest date.

**JOBS FOR ARIZONA'S GRADUATES, INC.**  
**2501 W. Dunlap Ave, Suite 200**  
**Phoenix, AZ 85021**

\_\_\_\_\_ Date \_\_\_\_\_  
 Martin Shultz  
 Board Co-chair

\_\_\_\_\_ Date \_\_\_\_\_  
 Graciela Garcia Candia  
 JAG President

**TOLLESON UNION HIGH SCHOOL DISTRICT**

\_\_\_\_\_ Date \_\_\_\_\_  
 Lexi Cunningham  
 Superintendent

# SUMMARY OF AGENDA ITEM

DATE: January 27, 2015  
TO: Dr. Lexi Cunningham and Governing Board Members  
SUBJECT: Intergovernmental Agreement with City of Phoenix for School Resource Officer Services – Sierra Linda High School

---

**PURPOSE:**

Administration seeks Governing Board approval of the Intergovernmental Agreement with the City of Phoenix to provide school resource officer services to Sierra Linda High School from July 31, 2014 through May 22, 2015.

**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 several 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 administration and student population in reducing crime on the school campus through activities that include education, positive police/student interactions and enforcement of criminal laws.

**BUDGET IMPACT AND COSTS:**

The School Resource Officer's (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 Sierra Linda High School.

Submitted by: Nilda Cortez Rosales Date: 1-6-15  
Approved by: John Speer Date: 1.6.15

AGREEMENT NO. 139916--0

**INTERGOVERNMENTAL AGREEMENT**

This intergovernmental agreement ("Agreement") is entered into as of the last date of execution (signing), (the "Effective Date"), by and between the City of Phoenix, a municipal corporation duly organized and existing under the laws of the State of Arizona, through its Police Department (the "City"), and Tolleson Union High School District, a political subdivision of the State of Arizona (the "District").

**RECITALS**

WHEREAS, the District desires the City to assign police officers to the District to provide certain services as School Resource Officers ("SROs"), or to assist in the development and implementation of a school safety program and a law related education program (referred to collectively as the "School Safety Program"), or both, and the City is willing to assign police officers to the District for such purposes under the terms and conditions of this Agreement; and

WHEREAS, the District is authorized by A.R.S. § 15-342(13), A.R.S. § 11-952, and the approval of its governing board to enter into this Agreement and the City is authorized by Ch. 2, § 2(i), Charter, City of Phoenix, A.R.S. § 11-952, and the approval of its City Council to enter into this Agreement; NOW, THEREFORE,

In consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Assignment.** The City shall assign a total of one (1) police officer to the District seven (7) days prior to the commencement of the school year until the end of that school year to perform services as follows:

0 officers assigned as School Resource Officers only to the following Schools:

1 officer assigned to School Safety Program only  
Sierra Linda High School

2. **Term and Termination.** This Agreement shall commence on the Effective Date and shall continue until June 30, 2015, unless otherwise terminated in accordance with this Agreement. This Agreement may be terminated without cause by either party upon thirty (30) days' prior written notice.

3. **Relationship of Parties.**

A. The City shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall only be those expressly set forth in this Agreement. The parties agree that no person supplied by the District to accomplish the goals of this Agreement is a City employee and that no rights under the City's civil service, retirement, or personnel rules accrue to such person.

B. The SROs assigned to the District shall be considered employees of the City and shall be subject to its control and supervision. The assigned SROs will be subject to current procedures in effect for Phoenix police officers, including attendance at all mandated training and testing to maintain state peace officer certification. The assigned SROs shall fulfill their duties as law enforcement officers as certified by Arizona Police Officers Standards and Training Bureau ("AZ POST") The District shall not interfere with the assigned SROS' duties as sworn law enforcement officers.

C. The City understands that the District is responsible for the safety of students on campus during the school day. If the District receives information indicating that any police officer assigned to perform services for the District may have engaged in unprofessional, illegal, or immoral conduct, the District will immediately provide such information to the City. If the City receives information from any credible source indicating that any police officer assigned to perform services for the District may have engaged in unprofessional, illegal, or immoral conduct that would affect the officer's ability to safely and/or professionally perform duties for the District, the City will immediately provide such information, as allowed by law, to the District.

D. If any alleged unprofessional, illegal, or immoral conduct might affect the police officer's ability to safely and/or professionally perform duties for the District, the City will immediately remove the officer from the District and reassign the officer in accordance with City policies and procedures to allow the City and/or the District to investigate the allegations. The City agrees to assign a replacement officer to provide services to the District under this Agreement. If a replacement officer cannot be provided, the District will be credited for each day an officer 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 previously removed from the District because of allegations of unprofessional, illegal, or immoral conduct.

E. The City shall be responsible for the police officer's compensation on days schools are in session and the officer is not at the officer's assigned school unless the officer's absence is due to attendance at an off campus activity at the school's request, activity stemming from action taken by the officer while in service of the District, including attendance at Court, or if the officer is working an alternative work schedule as agreed upon by the City and the District.

#### **4. Costs and Payment.**

A. The District agrees to pay the City \$117,672 in consideration for the services provided by the City under this Agreement.

B. SROs must seek approval from the Principal, or the Principal's Designee, and the appropriate Phoenix Police Department supervisor before working on SRO-related overtime (*i.e.*, those matters pertaining to the school, its students, or its employees). The District shall pay one hundred percent (100%) of any SRO overtime worked as the result of SRO-related functions. The City shall pay one hundred percent (100%) of any SRO overtime that result from City-related activities (*i.e.*, those matters that do not involve the school, its students, or its employees). The SRO and City shall make every reasonable effort to ensure that SROs do not incur overtime costs in any given week.

C. Payment to the City from the District is due within thirty (30) days of the District's receipt of a monthly itemized invoice. The City may charge, and the District agrees to pay interest ("late fees") in the amount of ten percent (10%) per annum on any balance that remains

unpaid more than fifteen days after the due date. The City and the District understand that late fees will not be paid from School Safety Grant funds.

D. Each party will establish and maintain a budget according to its established rules and regulations.

**5. School Resource Officer's (SRO's) Responsibilities and Goals.**

A. An SRO shall have the following responsibilities:

1. Establish and maintain a professional working relationship with school officials.
2. Provide appropriate police and enforcement services at school.
3. Work cooperatively with school administrators and parents to identify students exhibiting high truancy rates.
4. Attempt to locate and return to school all students who are identified as absent from school without an acceptable excuse.
5. Contact a parent or guardian of each truant student to advise him or her of the incident and determine the parent's or guardian's awareness of the situation.
6. Investigate all reported child abuse incidents within the school.
7. Contact the parent or guardian of students who have not provided the school with proof of identification in accordance with A.R.S. § 15-828.
8. Prepare and maintain such records of their activities as are required by the operational needs of the Phoenix Police Department.

B. An SRO shall use good faith efforts to achieve the following goals:

1. Work cooperatively with District school administrators to establish an effective administrative review of truancy and abuse incidents, with the objective of reducing truancy and abuse rates.
2. Contact at least ninety-five percent (95%) of reported truant students and one hundred percent (100%) of reported abused students during each month that this Agreement is in effect.
3. Refer juveniles or their families, or both, to appropriate social service agencies for assistance when a need is determined.
4. Instruct District school administrators and faculty members in (a) the identification of abused or neglected children, (b) the reporting of abuse or neglect, and (c) the actions that can be taken to prevent further abuse or neglect.
5. Provide counseling and educational programs in truancy, abuse, or any other topic mutually agreed upon by the parties in writing.

6. Take appropriate steps, including enforcement and reporting action, consistent with a police officer's duty, upon the discovery of child abuse, drug use, or any other crime.

7. Instruct a minimum of ninety (90) hours of classroom law related education per school year (forty-five (45) hours per semester).

**6. School Safety Program; Duties and Responsibilities.**

A. The parties agree to participate in the School Safety Program as established by A.R.S. § 15-154 and as described more fully in the School Safety Program Guidance Manual, which is attached here as Exhibit A and incorporated into this Agreement by this reference.

B. Each party agrees to assume the roles and responsibilities assigned to that party by the School Safety Program Guidance Manual.

C. An officer assigned to the School Safety Program for a ten (10) month school year shall have the following duties:

1. Establish liaison with school administrators, staff, students and parents.
2. Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom. Each officer shall complete 90 hours of classroom law related education instruction per semester.
3. Network with community agencies that may or do provide services to the school.
4. Act as a resource in the investigation of school related criminal activities.
5. Participate in the Parent-Teacher Association as requested.
6. Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
7. Provide a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
8. Provide information when requested to students, parents, and staff in law-related situations.
9. Attend annual training provided by the Arizona Department of Education, with all related travel expenses to be paid by the District as provided in the grant.
10. Maintain an activity log that tracks law related education classroom instruction, law enforcement activity and any situations that takes the officer off his or her assigned campus.
11. Collaborate on the development of the Safe School Plan.

D. An officer assigned to the School Safety Program for an eleven (11) or twelve (12) month school year, in addition to the duties specified in subsection C, shall have additional

duties when school is not in session that may include any of the following activities as mutually agreed upon in writing by the parties through an amendment to this Intergovernmental Agreement:

1. Plan school security improvements.
2. Prepare law-related education lessons.
3. Develop collaborations with community resources, identifying services offered that could benefit students.
4. Conduct school safety assessments.
5. Work with the school safety team to review and update the school safety plan, and conduct school wide exercises to test the plan.
6. Plan in-service training.
7. Collaborate with school administration to analyze criminal incident reports and disciplinary records as a means of identifying patterns and developing strategies to address problems.
8. Work with community-based and youth recreational and leadership development activities that complement and reinforce the School Safety Program.
9. Attend training opportunities.

7. **Time and Place of Performance.**

A. The City will ensure that the police officers assigned to the District as SROs will be available for duty at their assigned school forty (40) hours each week that school is in session during the term of this Agreement. The parties agree that officers assigned to the School Safety Program will serve a ten (10), eleven (11) or twelve (12) month, full-time, forty (40) hour a week assignment as specified by the District's grant application. The assigned officers will wear uniforms as authorized by the applicable Phoenix Police Department Operations Orders.

B. The officers' activities will be restricted to their assigned school grounds except for:

1. Follow-up home visits when needed as a result of school related problems.
2. Incentive programs approved in writing (for example by e-mail) between the Phoenix Police Department Supervisor and the school's Principal, or the Principal's designee.
3. In response to off campus, but school related, criminal activity.
4. Attendance at off-campus events or meetings at the school's request.
5. Attendance at training.
6. In response to emergency police activities.



7. As directed by any Phoenix Police Supervisor.

C. During days that schools are not in session, the police officers assigned as SROs shall perform their regular duties at a duty station as determined by the Police Chief or the Police Chief's designee.

**8. District Responsibilities.**

A. The District will provide the police officers with an office at the officers' assigned school and such equipment and office supplies as is necessary for performance of the officers' duties, including a desk, chair, telephone, computer and e-mail linkages, and filing space capable of being secured.

B. Upon termination, all property or equipment used by the parties in the performance of their responsibilities under this Agreement shall remain the property of the party that purchased the property or equipment.

9. **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. All amendments to this Agreement must be in writing and approved by the City of Phoenix Law Department.

10. **Entire Agreement; Modification.** This Agreement constitutes the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms may not be modified or changed except in writing signed by both parties and approved by the City of Phoenix Law Department.

11. **Notices.** Formal notices, demands and communication between the City and the District shall be deemed sufficiently given if hand delivered or dispatched by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

**CITY:**  
City of Phoenix Police Department  
Community Relations Bureau  
Attn: S.R.O. Coordinator  
620 West Washington, Ste. 310  
Phoenix, AZ 85003

**DISTRICT:**  
Tolleson Union High School District  
9801 W. Van Buran Street  
Tolleson, AZ 85353

12. **Fingerprinting and Background Check.** The City represents and warrants that it will ensure that each officer assigned to perform services on District property pursuant to this Agreement will be fingerprinted and successfully complete a background check performed by the City before such assignment.

13. **E-Verify.** Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination. Failure to comply shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

14. **Resolution of Disputes.** In the event a dispute for any reason arises, the parties shall meet and discuss within three (3) business days. Any dispute not resolved by mutual agreement of the parties shall be decided in accordance with the applicable Arizona laws.

15. **Cancellation.** The City and the District acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. § 38-511.

16. **Nonappropriation.** Each party recognizes that the performance by either party under this Agreement may be dependent upon the appropriation of funds to or by that party. Should either party fail to appropriate the necessary funds, that party may terminate this Agreement as stated herein without further duty or obligation. Each party agrees to give notice to the other party as soon as reasonably possible after the unavailability of funds comes to the party's attention.

17. **Compliance with Applicable Laws.** Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state and local governments whether or not specifically referenced in this Agreement.

18. **Indemnification.** Each party (as "Indemnitor") agrees to the extent permissible under Arizona law to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (collectively referred to as "Claims") arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

19. **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 A.R.S. § 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 A.R.S. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional

boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

20. **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.

21. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

[SIGNATURES ON FOLLOWING PAGE]

The parties have caused this Agreement to be executed on the dates indicated below.

CITY OF PHOENIX, a municipal corporation  
Ed Zuercher, City Manager

By: *Joseph B. Yanner*  
Name: ~~Daniel V. Garcia~~ JOSEPH B. YANNER  
Title: ~~Chief of Police~~ ACTING POLICE CHIEF  
Date: 12/26/14

ATTEST:

*C. Meyer*  
City Clerk



TOLLESON UNION HIGH SCHOOL DISTRICT

By: *Lexi Cunningham*  
Name: Lexi Cunningham  
Title: Superintendent  
Date: 11-25-14

This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to those parties represented by the undersigned legal counsel.

*John B. F.*  
Acting City Attorney  
*BVF*

This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to those parties represented by the undersigned legal counsel.

*Colleen M. [Signature]*  
Attorney for District

# SUMMARY OF AGENDA ITEM

DATE: January 27, 2015

TO: Dr. Lexi Cunningham and Governing Board Members

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

---

**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 from July 31, 2014 through May 22, 2015.

**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 administration and student population in reducing crime on the school campus through activities that include education, positive police/student interactions and enforcement of criminal laws.

**BUDGET IMPACT AND COSTS:**

The School Resource Officer's (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.

Submitted by: Helda Ortega Rosales Date: 1-6-15

Approved by: John Speer Date: 1-6-15

**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 as of January 20, 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 (August 2014 through May 2015) 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 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 Westview High School for the SROs’ benefits and salary. 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.

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.

### 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 31, 2014 until May 22, 2015, 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 2014.

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.

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 Fingerprinting Requirements. The parties shall comply with the fingerprinting requirements of ARIZ. REV. STAT. § 15-512 unless otherwise exempted.

3.19 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.

3.20 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

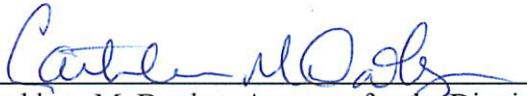
Date: \_\_\_\_\_

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.
- Provided 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 develops 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

DATE: January 27, 2015  
TO: Dr. Lexi Cunningham and Governing Board Members  
SUBJECT: Regional Cooperative Agreement with the Arizona School for the Deaf and Blind

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**PURPOSE:**

Administration seeks Governing Board approval of the Regional Cooperative Agreement with the Arizona School for the Deaf and Blind.

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

The Desert Valleys Regional Cooperative (DVR) is a partnership between local school districts in the Phoenix metropolitan area and ASDB. The goal of the partnership is to provide appropriate educational programs and services for students with sensory impairments. The joint efforts of the District and the DVR Cooperative help students who are deaf, blind, hearing impaired, or visually impaired succeed in the general education environment.

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

ASDB services are designed to augment and expand the delivery of specialized educational services allowing many sensory impaired students to be successful in their regular public school program through the use of appropriate supplementary aids, services, and accommodations.

Referral to ASDB educational programs occur in accordance with Arizona Department of Education requirements and state statutes. Placement decisions are made by a student's IEP team which determines the student's educational needs and considers the full array of placement options to determine the least restrictive environment where the student's educational needs can be addressed and met.

**BUDGET IMPACT AND COSTS:**

Services are provided at no cost to the student's family. Each participating District pays an annual membership fee to belong to the Regional Cooperative. In addition, the District will pay for the cost of services provided in accordance with rates established by ASDB.

**RECOMMENDATION:**

It is recommended that the Governing Board approve the Regional Cooperative Agreement with the Arizona School for the Deaf and Blind.

Submitted by: Katey Eubanks Date: 1-21-15  
Approved by: Lexi Cunningham Date: 1-21-15

<p style="text-align: center;"><b>AGREEMENT</b> Between The Arizona State School for the Deaf and Blind and Participating Public Schools in the Desert Valleys Regional Cooperative</p>	<p style="text-align: center;">RE: Regional Cooperative Agreement</p>	
	<p style="text-align: center;">Page 1 of 12</p>	<p style="text-align: center;">Date: 11-21-2014</p>

**I. INTRODUCTION AND AUTHORITY**

This Agreement is made and entered into between the following participants:

1. The Arizona School for the Deaf and Blind (“ASDB”), which is authorized to enter into this agreement pursuant to A.R.S. §§ 15-1303(C)(2) and 11-951 *et. seq.*
2. Tolleson Union High School District, a public school in the Desert Valleys Region (“Participating School”), that is authorized to enter into this agreement pursuant to A.R.S. §§ 15-764(A), -765(D), or -183(H).

**II. BACKGROUND AND PURPOSE**

ASDB provides education for students with hearing or visual disabilities to help these students become self-sustaining individuals. A.R.S. § 15-1302(B). As part of its mission, ASDB offers optional resources to schools that participate in regional co-operatives to meet the individualized needs of students with hearing or visual disabilities that are enrolled in the participating public schools. A.R.S. § 15-1302 (A), (E).

The purpose of this Agreement is to establish how school districts and charter schools throughout the State obtain ASDB’s specialized services for deaf and blind students by participating in a cooperative program that shares resources among participating public schools in the region.

This Agreement sets forth the types of services that ASDB can provide to the Participating School through its Regional Cooperatives and clarifies the allocation of responsibilities between the Participating School, an eligible student’s public education agency (“PEA”) (which maintains primary responsibility for an eligible student’s education), and the Regional Cooperative (which provides services directly related to hearing loss or vision loss of the eligible student). This Agreement does not reallocate any responsibility for providing a Free Appropriate Public Education (“FAPE”) under federal or state law from the participating PEA to ASDB.

**III. DEFINITIONS**

“Assistive technology device,” as that term is defined by 20 U.S.C. § 1401(1)(A), means any item, piece of equipment, or product system that is used to increase, maintain, or improve functional capabilities of a child with a disability.

“Assistive technology service,” as that term is defined by 20 U.S.C. § 1401(2) means any service that directly assists a child with a disability in the selection, acquisition, or use of an assistive technology device.

“Deaf-blindness,” as defined by 34 C.F.R. § 300.8(c)(2) means “concomitant hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that they cannot be accommodated in special education programs solely for children with deafness or children with blindness.”

<p style="text-align: center;"><b>AGREEMENT</b></p> <p style="text-align: center;">Between</p> <p style="text-align: center;">The Arizona State School for the Deaf and Blind</p> <p style="text-align: center;">and</p> <p style="text-align: center;">Participating Public Schools in the</p> <p style="text-align: center;">Desert Valleys Regional Cooperative</p>	<p style="text-align: center;">RE: Regional Cooperative Agreement</p>	
	<p style="text-align: center;">Page 2 of 12</p>	<p style="text-align: center;">Date: 11-21-2014</p>

“Deafness,” as defined by 34 C.F.R. § 300.8(c)(3) means “a hearing impairment that is so severe that the child is impaired in processing linguistic information through hearing, with or without amplification that adversely affects a child's educational performance.”

“Free appropriate public education” or “FAPE” as that term is defined by 20 U.S.C. § 1401(9), means “special education and related services that have been provided at public expense, under public supervision and direction, and without charge that meet the standards of the State educational agency include an appropriate preschool, elementary school, or secondary school education in the State involved and are provided in conformity with the Individualized Education Program.”

“Hearing impairment,” as defined by 34 C.F.R. § 300.8(c)(5) means “an impairment in hearing, whether permanent or fluctuating, that adversely affects a child's educational performance but that is not included under the definition of deafness.”

“IEP” means “individualized education program,” as that term is defined by 20 U.S.C. § 1401 (14) and 34 C.F.R. 300.320-328 and A.R.S. § 15-761(11).

“IEP Team” means “individualized education program team” as that term is defined by 34 C.F.R. 300.321, A.R.S. § 15-761(12) and A.A.C. R7-2-401(G).

“Institutional voucher” is the fund that provides monies for the education of a student who requires institutional placement or who has been placed in a residential facility by a state placing agency. A.R.S. §15-1204.

“Least Restrictive Environment” is the least restrictive and least intrusive setting in which the child’s educational needs can be safely and adequately met, including the treatment of the child’s qualifying diagnosis or behavioral health disorder. 34 C.F.R. 300.114-120.

“Multiple disabilities,” as defined by 34 C.F.R. § 300.8(c)(7), means “concomitant impairments (such as mental retardation-blindness or mental retardation-orthopedic impairment), the combination of which causes such severe educational needs that they cannot be accommodated in special education programs solely for one of the impairments.”

“Party” or “Parties” means ASDB or the undersigned PEA, the parties to this Agreement.

“Public Education Agency” or “PEA” means a school district, charter school, accommodation school, state supported institution, or other political subdivision of the state that is responsible for providing education to children with disabilities.” A.A.C. R7-2-401(B)(23).

“Qualified Student,” as that term is used in this Agreement, means a student with deafness, hearing impairment, deaf-blindness, or visual impairment (as defined in this section) who is enrolled in a school that participates in a Regional Cooperative.

“Regional Co-operative” or “Cooperative” means a “regional program in appropriate locations in this State,” A.R.S. § 15-1302(A), that offers optional services to enable participating public schools to identify and to serve students enrolled in those schools with a hearing impairment, deafness, and/or a visual impairment more efficiently and cost-effectively than they could do separately.

<p style="text-align: center;"><b>AGREEMENT</b> Between The Arizona State School for the Deaf and Blind and Participating Public Schools in the Desert Valleys Regional Cooperative</p>	<p style="text-align: center;">RE: Regional Cooperative Agreement</p>	
	<p style="text-align: center;">Page 3 of 12</p>	<p style="text-align: center;">Date: 11-21-2014</p>

“Related services,” as that term is defined by 20 U.S.C. § 1401(26), means supportive services designed to enable a student with a disability to receive a FAPE as described in the student’s IEP.

“Student” means a “[person] with disabilities” pursuant to 34 C.F.R. 300.7, who is between the ages of three and twenty-two who has not received a regular high school diploma.

“Supplementary Aids and Services,” as that term is defined by 20 U.S.C. § 1401(33), means aids, services, and other supports that are provided in regular education classes or other education-related settings to enable children with disabilities to be educated with nondisabled children to the maximum extent appropriate.

“Visual impairment,” as that term is defined by 34 C.F.R. § 300.8(c)(13), includes blindness and means “an impairment in vision that, even with correction, adversely affects a child’s educational performance. The term includes both partial sight and blindness.”

**IV. RESPONSIBILITIES**

A. The Participating School is responsible for providing a FAPE to every student enrolled in its school(s).

1. As the student’s PEA, the Participating School must establish an IEP for its Qualified Student that meets the standards set forth in applicable federal and State laws, including but not limited to: adherence to procedural safeguards, child find, evaluation, consideration of the appropriate continuum of services and supports for students, establishment of measurable IEP goals, and identification of instructional or support services by appropriate personnel pursuant to A.A.C. R7-2-401(G).

a. The Participating School is responsible for identifying the need for services related to hearing or visual impairment.

b. If a student’s suspected or confirmed hearing or visual disability begins to interfere with educational progress, the Participating School should contact ASDB as soon as possible.

i. When the Participating School requests services from ASDB, ASDB (through the Regional Cooperative) will make its staff available or require its staff to participate in team meetings relating to identification, evaluation, or placement of a Qualified Student attending the Participating School when ASDB’s participation is deemed appropriate or necessary by mutual agreement of the Parties.

ii. The Participating School shall notify the Regional Cooperative’s staff in writing of such meetings sufficiently in advance of such meetings.

iii. The time for providing notice must be reasonable under the circumstances to allow Regional Cooperative staff to complete mandatory evaluations pursuant to A.R.S. § 15-761(8),(39), and A.A.C. R7-2-401(E), and to attend meetings regarding eligibility or placement decisions.

<b>AGREEMENT</b> <b>Between</b> <b>The Arizona State School for the Deaf and Blind</b> <b>and</b> <b>Participating Public Schools in the</b> <b>Desert Valleys Regional Cooperative</b>	<b>RE: Regional Cooperative Agreement</b>	
	<b>Page 4 of 12</b>	<b>Date: 11-21-2014</b>

iv. The Participating School must provide notice to ASDB as early as possible, but no later than the date that it notifies the parent of the student or the adult student of the meeting.

c. The Participating School is responsible for ensuring that the student receives a FAPE in conformity with his or her IEP pursuant to 34 C.F.R. § 300.17(d), including special education and related services for students with multiple disabilities that are in addition to the student's hearing loss or vision loss.

2. The Participating School shall assist ASDB in providing the qualified services by:

a. To the extent legally permissible, providing transportation necessary to enable its Qualified Students to access the programming or other services that are provided by ASDB through the Regional Cooperative pursuant to this Agreement. Such services may be provided at the Participating School or at other participating schools within the area covered by the Regional Cooperative.

b. Providing space and non-specialized materials and equipment for services provided by the Regional Cooperative at the Participating School site.

c. Cooperating with the Regional Cooperative to facilitate the delivery of services provided by the Regional Cooperative.

d. Providing all other special education and related services not related to hearing loss or vision loss.

B. ASDB shall offer services related to visual and hearing disabilities to Qualified Students enrolled at the Participating School in its Regional Cooperative.

1. ASDB will provide oversight and management over the Regional Cooperative's operations.

a. ASDB will employ a Regional Director to oversee the planning, development, operation, and daily function of the Regional Cooperative.

b. The Regional Director will receive support and guidance from the "Regional Advisory Council" or "Executive Council" ("Council").

i. The Council is a group of individuals, representing participating public schools and ASDB, that develops guidelines for the administration of the Regional Cooperative and that provides support and program guidance for the Regional Director of the Regional Cooperative.

ii. All financial decisions, including but not limited to: setting membership rates, establishing fee schedules, reimbursing tuition vouchers, and approving expenditures of the Regional Cooperative's revenues remain the sole responsibility of ASDB.

<b>AGREEMENT</b> <b>Between</b> <b>The Arizona State School for the Deaf and Blind</b> <b>and</b> <b>Participating Public Schools in the</b> <b>Desert Valleys Regional Cooperative</b>	<b>RE: Regional Cooperative Agreement</b>	
	<b>Page 5 of 12</b>	<b>Date: 11-21-2014</b>

2. ASDB, through its Regional Cooperative, shall provide resources to the Participating School.
  - a. Resources directly related to or resulting from an Qualified Student's hearing loss or vision loss pursuant to A.R.S. § 15-1302(D) include:
    - i. Assessments.
    - ii. Program planning and staff development.
    - iii. Information services for parents, families and the public.
    - iv. Research and development to promote improved educational programs and services.
  - b. With reasonable advance notice from the Participating School, ASDB, through its Regional Cooperative will:
    - i. Make its staff available or require its staff to participate in team meetings relating to child find, evaluation, or placement of a student attending a participating public school when ASDB's participation is appropriate or necessary by mutual agreement of the Parties.
    - ii. Assist the Participating School to complete mandatory evaluations for eligibility or placement decisions.
  - c. If a Qualified Student newly enrolls or transfers into a Participating School, the Participating School may make a temporary 30-day placement for the Qualified Student.
    - i. A Participating School that makes a temporary 30-day initial placement shall notify ASDB within 5 days of the placement.
    - ii. Upon receiving the required notice, ASDB, through its Regional Cooperative, will make its staff available or require its staff to participate in the 30-day review.
3. ASDB, through its Regional Cooperative, will provide resources for Qualified Students when the resources are necessary as determined by the IEP team and by mutual agreement of the Parties to address the hearing or visual disability.
  - a. The available resources for qualified students may include:
    - i. Special curriculum.
    - ii. Equipment and materials.
    - iii. Supplemental related services.
    - iv. Special short-term programs.
  - b. Exclusions:



<b>AGREEMENT</b> Between The Arizona State School for the Deaf and Blind and Participating Public Schools in the Desert Valleys Regional Cooperative	<b>RE: Regional Cooperative Agreement</b>	
	Page 6 of 12	Date: 11-21-2014

- i. ASDB will not provide instruction and services to Qualified Students that do not directly relate to hearing or visual disabilities. Examples of services that ASDB will not provide include, but are not limited to: medical care, nursing services, behavioral health aides, foreign language interpreters, mobility devices for physical disabilities, occupational or physical therapy, speech/language therapy, and/or transportation.
  - ii. ASDB will not duplicate existing services available at the Participating School pursuant to A.R.S. § 15-1302(E).
  - c. ASDB, through its Regional Cooperative, shall make reasonable efforts to meet the needs of any Qualified Student but this Agreement shall not obligate ASDB or its staff to: assume any duty that is not required by law, perform an impossible or impracticable action, or expend public resources in excess of its available funds. A.R.S. § 1-254.
4. **Addendum A** sets forth examples of services that may be available for the Participating School or its Qualified Students from ASDB, through its Regional Cooperative. This list is not comprehensive, exclusive, or binding. It is subject to modifications and provides examples, not assurances. This list shall not be construed by any party or persons to create any benefit for any party, organization, or person that is enforceable by law.

C. This Agreement does not relieve any party of its legal duties under applicable Federal or State law.

## V. FINANCING

### A. Background.

- 1. **Administrative costs.** The State of Arizona provides ASDB with a legislative appropriation that funds the basic administrative cost of operating the Regional Cooperative on behalf of the Participating School.
- 2. **Instructional and service costs.** The local schools that join the Regional Cooperative combine their resources to share the costs associated with the specialized instruction, services, and equipment that pertain to the hearing or visual disabilities of qualified students enrolled in the local schools.

### B. Membership fees.

- 1. Each participating school pays a membership fee for its membership in the Cooperative.
- 2. ASDB has established the membership fees with the intent that these fees will cover the cost of Supplementary Aids and Services that pertain to hearing or visual disabilities for Qualified Students enrolled in the Participating School.
- 3. The membership fee schedule for schools in the Desert Valleys Region is attached as **Addendum B** to this Agreement and is incorporated by reference. The membership fee schedule is subject to modification on an annual basis.

<p style="text-align: center;"><b>AGREEMENT</b> Between <b>The Arizona State School for the Deaf and Blind</b> and <b>Participating Public Schools in the Desert Valleys Regional Cooperative</b></p>	<p style="text-align: center;"><b>RE: Regional Cooperative Agreement</b></p>	
	<p style="text-align: center;">Page 7 of 12</p>	<p style="text-align: center;">Date: 11-21-2014</p>

- C. Instructional Costs.** Schools that participate in the Regional Cooperatives share the instructional costs related to hearing or visual disabilities for a Qualified Student enrolled at a Participating School either through institutional voucher funds or through a fee for services agreement.
1. **Institutional vouchers.** A Regional Cooperative may apply for and use an institutional voucher, *see* A.R.S. §§ 15-1201 through -1205, towards the instructional costs of its Qualified Student(s).
    - a. The use of the institutional voucher is one form of payment to ASDB, through its Regional Cooperative, for services that address the hearing and visual disabilities of qualified students. *See* A.A.C. R7-2-404(A).
    - b. The use of an institutional voucher to pay for services from ASDB, through its Regional Cooperative, does not divest responsibility from the Participating School for providing a FAPE.
      - i. A Participating School that allows an institutional voucher to pay for cooperative services cannot designate ASDB, its Regional Cooperatives, or its employees, as the PEA that is responsible for providing an education to Qualified Students.
      - ii. A Qualified Student, whose Participating School allows the institutional voucher to pay ASDB for services provided through its Regional Cooperatives, is not “enrolled” or “attending” ASDB, as contemplated by A.A.C. R7-2-404(A).
    - c. In appropriate situations, the Participating School may be eligible for reimbursement of unexpended vouchers payments. *See Addendum C* for an example of anticipated reimbursements to participating schools for the 2013-2014 school year.
    - d. **Additional Fees or Costs.** In certain situations, ASDB may need to assess fees and/or costs incurred by ASDB to the Participating School when the costs for services that are directly related to a Qualified Student’s hearing impairment, deafness and/or a visual impairment exceed institutional voucher funds.
      - i. Additional costs will be negotiated on a case by case basis, approved by the ASDB Superintendent, the Regional Director of the Regional Cooperative, and the appropriate designee of the Participating School.
      - ii. ASDB, through the Regional Cooperatives, may not incur any obligation or make any expenditure that is not authorized by appropriation or allotment to provide specific services for a Qualified Student pursuant to A.R.S. § 1-254.
  2. **Fee for services.** A Participating School may elect to reimburse ASDB for its costs in providing services through the Regional Cooperative under a fee for service agreement for those students with additional disabilities identified by the MET/IEP.

<p style="text-align: center;"><b>AGREEMENT</b> Between The Arizona State School for the Deaf and Blind and Participating Public Schools in the Desert Valleys Regional Cooperative</p>	<p style="text-align: center;">RE: Regional Cooperative Agreement</p>	
	<p style="text-align: center;">Page 8 of 12</p>	<p style="text-align: center;">Date: 11-21-2014</p>

- a. A fee for service schedule will vary depending on location, nature, duration, and extent of services provided by ASDB through its Regional Cooperative.
  - b. The fees for services may change at unexpected intervals. ASDB shall provide a Participating School with seasonable and timely notice of any changes to a fee schedule prior to billing at an adjusted rate.
3. ASDB, through its Regional Cooperatives and Regional Directors, shall maintain the budgets for each Regional Cooperative.

**VI. DURATION, TERMINATION, AND DISPOSITION OF PROPERTY**

- A. Duration.** This Agreement shall become effective after approval by each Party's respective Governing Board on the later of the date of execution by ASDB and the Participating School.
1. The duration of the Agreement shall be for 5 years after the date of execution.
  2. It may be extended for an additional 5 years upon approval of the parties' respective Governing Boards.
- B. Termination.**
1. The parties may terminate this Agreement prior to the end of its terms as follows:
    - a. **Mutual Agreement.** The parties may terminate the Agreement by mutual agreement by providing written notice of termination specifying the date of termination prior to termination of the Agreement. ASDB shall continue to provide services, through its Regional Cooperative, and the Participating School shall continue to pay for the services throughout the notification period.
    - b. **Unilateral.** Either party may terminate the Agreement by providing written notice of termination 90 days prior to termination. ASDB shall continue to provide services, through its Regional Cooperative, and the Participating School shall continue to pay for the services throughout the notification period.
  2. **Termination by law.** Notwithstanding any other provision regarding duration or termination of this Agreement, this Agreement is subject to termination by the following operations of law.
    - a. **Non-Availability of Funds.** This Agreement shall be subject to available funding and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and authorized for purposes outlined in this Agreement.
      - i. If funds are reduced or otherwise unavailable, either Party may take any of the following actions: (1) cancel the Agreement by providing advanced written notice to the other Party or (2) revise the requirements imposed by

<p style="text-align: center;"><b>AGREEMENT</b> Between The Arizona State School for the Deaf and Blind and Participating Public Schools in the Desert Valleys Regional Cooperative</p>	RE: Regional Cooperative Agreement	
	Page 9 of 12	Date: 11-21-2014

this Agreement to reduce the level of services or compensation through a written amendment mutually executed by the Parties.

- ii. If funds are not allocated and available for the continuance of this Agreement, the non-appropriated party may terminate this Agreement by providing advanced written notice to the other Party as outlined above in Section VI(B)(2)(a)(i) and such termination shall be effective at the end of the period for which funds are available.
- iii. The Superintendent of ASDB and the Governing Board of the Participating School shall have sole discretion to determine the availability of funds for its respective entity.
- iv. Each party shall notify the other party as soon as possible when services or payment may or will be affected by a fund shortage.
- v. No liability shall accrue to the terminating party in the event this provision is exercised, and the terminating party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

3. **Conflict of Interest Cancellation.** This Agreement is subject to cancellation under A.R.S. § 38-511, as it pertains to the cancellation of State contracts.

C. **Disposition of Property upon Termination of Agreement.** Property acquired by the Parties in order to perform its respective responsibilities and obligations under the terms of this Agreement shall be disposed of upon termination of the Agreement as follows:

- 1. All property purchased by ASDB shall remain the sole property of ASDB;
- 2. All property purchased by a Participating School shall remain the sole property of the Participating School.

**VII. GENERAL TERMS AND CONDITIONS**

A. **There are no third party beneficiaries.** This Agreement shall not be construed to provide any additional rights, causes of action, or participation in the placement process to any students, parents, or interested persons beyond those enumerated in federal or state law.

B. **Modification:** Modifications within the scope of this Agreement shall be made by mutual consent of the parties, and by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. Notwithstanding this provision, ASDB may modify fee schedules or membership rates in the manner specified, above.

- 1. Either Party shall give written notice to the other Party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
  - a. Change of telephone number.

<p style="text-align: center;"><b>AGREEMENT</b> Between <b>The Arizona State School for the Deaf and Blind</b> and <b>Participating Public Schools in the Desert Valleys Regional Cooperative</b></p>	<p style="text-align: center;"><b>RE: Regional Cooperative Agreement</b></p>	
	<p style="text-align: center;">Page 10 of 12</p>	<p style="text-align: center;">Date: 11-21-2014</p>

- b. Change in authorized signatory.
- c. Change in the name and/or address of the person to whom notices are to be sent.

- C. **Civil Rights Assurance and Nondiscrimination.** The parties agree to comply with Chapter 9, Title 41, Arizona Revised Statutes (Civil Rights), Arizona Executive Order No. 2009-09, and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- D. **Records and Audits.** Pursuant to A.R.S. §§ 35-214, 35-215, and 41-2548, all books, accounts, reports, files and other records relating to this Agreement shall be subject, at all reasonable times, to inspection and audit by the State during the term of this Agreement and for five years after the termination of this Agreement.
- E. **Indemnification.** Neither party to this Agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder.
- F. **Participation in Similar Activities.** This Agreement in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. **Limitations.** Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of its appropriations.
- H. **Confidentiality.** Both Parties agree to comply with all applicable state and federal privacy laws including the federal Family Educational Rights and Privacy Act of 1974 and the Health Insurance Portability and Accountability Act of 1996.
- I. **Anti-Trust Violations.** The parties shall assign any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the parties toward fulfillment of this Agreement to the State of Arizona.
- J. **Privatization.** To the extent that this Agreement may require or lead to the privatization of any governmental function, the parties agree to comply with the requirements of A.R.S. § 41-2772.
- K. **Choice of Law.** This Agreement shall be construed in accordance the laws of the State of Arizona.
- L. **Arbitration:** To the extent required by A.R.S. §§ 12-1518(B) and 12-133, the parties agree to resolve any dispute arising out of this agreement by arbitration, except as may be required by other applicable statutes.
- M. **Entire Agreement:** This Agreement contains the entire agreement of the Parties and supersedes all oral representations, negotiations, and prior writings between the parties with respect to the subject matter hereof.

**VIII. NOTICES, REPORTS, CORRESPONDENCE** shall be sent to the following addresses:

<b>AGREEMENT</b> Between The Arizona State School for the Deaf and Blind and Participating Public Schools in the Desert Valleys Regional Cooperative	<b>RE: Regional Cooperative Agreement</b>	
	<b>Page 11 of 12</b>	<b>Date: 11-21-2014</b>

**ASDB**  
**Desert Valleys Regional Cooperative:**  
 ATTN: Susan Parr, Regional Director  
 Address: 2051 W. Northern Ave., Suite 200  
 Address: Phoenix, AZ 85021

**Participating School:**  
 Tolleson Union High School District  
 ATTN: Ms. Wendy Barrie, Director of Special  
 Education  
 9419 West Van Buren Street  
 Tolleson, AZ 85353

**IX. SIGNATURE AUTHORITY**

- A. This Agreement is entered into and is effective as of the date of the last signature.
- B. By signing below, the signer certifies that he or she has the authority to enter into this agreement and has read the foregoing and agrees to accept the provisions herein.
- C. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

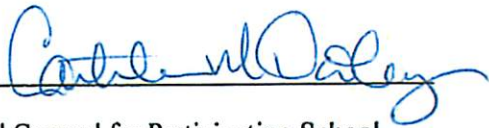
ASDB Regional Cooperative		Participating School	
<b>Signature</b>	<b>Date</b>	<b>Signature</b>	<b>Date</b>
<b>Typed Name and Title</b> Susan Parr, Regional Director		<b>Typed Name and Title</b>	
<b>Address</b> 2051 W. Northern Ave., Suite 200		<b>Address</b>	
<b>City/State/Zip</b> Phoenix, AZ 85021		<b>City/State/Zip</b>	

William Koehler, Assistant Superintendent  
 Arizona State Schools for the Deaf and the Blind

<p style="text-align: center;"> <b>AGREEMENT</b>            Between            The Arizona State School for the Deaf and Blind            and            Participating Public Schools in the            Desert Valleys Regional Cooperative         </p>	<p style="text-align: center;">RE: Regional Cooperative Agreement</p>	
	<p style="text-align: center;">Page 12 of 12</p>	<p style="text-align: center;">Date: 11-21-2014</p>

Attorney approval:

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

By: 

Legal Counsel for Participating School

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

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

Legal Counsel for ASDB



## DESERT VALLEYS REGION

2051 W. Northern Ave., Suite 200, Phoenix, AZ 85021-4865 • Phone (602) 771-5200 • Fax (602) 544-1704

### SERVICES PROVIDED BY THE DESERT VALLEYS REGIONAL COOPERATIVE

1. In cooperation with the district or charter school, develops and provides an appropriate educational program, including specialized related services, for all sensory impaired children for member districts.
2. Provides supplemental services to assist districts and charter schools in serving sensory impaired students.
3. These services shall include:
  - Evaluation
  - Specialized related services, including orientation and mobility training
  - Program and staff development assistance
  - Specialized curriculum materials and equipment
  - Direct or consultative itinerant services to students with sensory impairments

#### Evaluation

Evaluation is a key element in the development and delivery of appropriate education programs, as the evaluative process is critical in determining the Free Appropriate Public Education (FAPE) and placement needs of a student with a sensory impairment.

The DVR cooperative can:

- Increase skills of local district evaluators through technical assistance and training.
- Make available additional resources to assist districts in evaluating hard-to-test children.
- Assist districts in making informed decisions regarding their ability to evaluate sensory impaired children.
- Assist districts in making full use of outside evaluations by providing guidance with regard to the kinds of information which might be expected to be included in reports.
- Assist districts in the interpretation of evaluation information.

#### Specialized Related Services

Specialized related services are those services necessary for a child to benefit from his/her education programs and specific to the needs of students with sensory impairments.

Specialized related services might include:

- Orientation and mobility training
- Low vision exams through approved vendors
- Communication instruction
- Sign language interpreting
- Transcriptionist
- Brailled and large print materials



The DVR cooperative can:

- Assist in the determination of need for services.
- Coordinate inter-district service requirements.
- Recruit, hire, and supervise qualified staff.
- Allocate services across district lines as the needs for service shift.

#### Program and Staff Development and Assistance

The education of sensory impaired children requires knowledge and skills that are not typically included in general teacher education programs. Teachers who have the responsibility for the education of sensory impaired children must gain this necessary information on the job. Those who have received specialized training must maintain and improve their skills in order to be effective.

The DVR cooperative can:

- Provide assistance to district staff to increase their ability to identify and meet the needs of their children.
- Provide assistance to classroom teachers and others to support a child in his education program.

#### Specialized Curriculum Materials and Equipment

Often specialized materials and equipment are necessary to support visually impaired or hearing impaired children in their educational program.

Materials may include: Brailled books, large print books, specialized curricula for self-contained or resource classrooms, captioned films, parent education or training packages, computer software and hardware for Braille, large print, and/or speech output.

Equipment may include: assistive listening devices, low vision aids, communication boards, brailers, closed circuit television (CCTV), portable notetakers, magnifiers, monoculars, etc.

The DVR cooperative can:

- Develop procedures to make ASDB materials available to local districts.
- Provide accessible textbooks and materials.
- Secure specialized equipment to be shared among districts as the needs change.
- Secure specialized equipment through group purchase to reduce the per unit cost.
- Maintain equipment including arranging for maintenance agreement region-wide to reduce costs.
- Develop a pool of "loaner" equipment.
- Provide assistance to districts in the use of specialized materials or equipment.

#### Direct or consultative itinerant services to students with sensory impairments

When itinerant services are required for students who are deaf or hard of hearing, DVR can provide these services to students in member districts using certified Teachers of the Hearing

**Impaired and other appropriately trained and certified staff as needed, including Educational Interpreters.**

**When itinerant services are required for students with visual impairment, DVR can provide these services to students in member districts through certified Teachers of the Visually Impaired directly employed by the DVR as well as certified Orientation & Mobility Specialists when needed.**

**All children who are eligible as students who are VI or HI can be served under the Institutional Voucher system. Students who have multiple disabilities and whose primary disability is other than VI or HI, can be served under a fee for service system.**

**Revised 9/12**

ADDENDUM B



## DESERT VALLEYS REGION

2051 W. Northern Ave., Suite 200, Phoenix, AZ 85021-4865 • Phone (602) 771-5200 • Fax (602) 544-1704

### ARIZONA STATE SCHOOLS FOR THE DEAF AND THE BLIND

#### DESERT VALLEYS REGIONAL COOPERATIVE

#### MEMBERSHIP RATES

#### 2014-2015 RATES

ADM under 200	\$280
ADM from 200 to 999	\$500
ADM from 1000 to 2500	\$650
ADM from 2501 to 4999	\$800
ADM from 5000 or more	\$1000

Adopted May 15, 2002

**Addendum C-1**

For the 2014-2015 School Year, Desert Valleys Regional Cooperative (DVR) will reimburse \$3500 to member districts for each student whose institutional voucher is received by DVR.

Exceptions to this reimbursement: No reimbursement will be sent to the member district if the student requires significant service time from two or more DVR staff or who require expensive assistive technology or equipment.

# SUMMARY OF AGENDA ITEM

DATE: January 27, 2015  
TO: Dr. Lexi Cunningham and Governing Board Members  
SUBJECT: Minutes – January 10, 2015 Special Meeting and January 13, 2015 Regular Meeting and Executive Session

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**PURPOSE:**

Administration seeks Governing Board approval of the January 10, 2015 Governing Board Special Meeting and January 13, 2015 Governing Board Regular Meeting and Executive Session minutes.

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

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

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

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

**BUDGET IMPACT AND COSTS:**

N/A

**RECOMMENDATION:**

It is recommended that the Governing Board approve the January 10, 2015 Governing Board Special Meeting and January 13, 2015 Governing Board Regular Meeting and Executive Session minutes.

Submitted by: Karyn Eubanks Date: 1-21-15  
Approved by: Lexi Cunningham Date: 1-21-15



**TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214**

**GOVERNING BOARD MINUTES**

**SPECIAL MEETING**

SATURDAY, JANUARY 10, 2015

DISTRICT ADMINISTRATIVE CENTER

9801 W. VAN BUREN STREET

TOLLESON, ARIZONA

The Tolleson Union High School District No. 214 Governing Board Special Meeting was called to order at 8:04 a.m. by Governing Board President Mr. Vincent Moreno with the following members present: Mr. Steven Chapman, Mr. Devin Del Palacio, and Ms. Corina Madruga. Mr. Freddie Villalon arrived at 11:00 a.m.

**Pledge of Allegiance**

Mr. Moreno led in reciting the Pledge of Allegiance.

**Approval of the Agenda**

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

During the Special Meeting, the Governing Board members reviewed the roles and responsibilities of a Governing Board member, identified different leadership styles and discussed how a successful Governing Board operates with a variety of styles, acquired information on the Human Resources and Teaching and Learning departments, discussed Governing Board expectations, and created Governing Board commitments and goals.

**1. The Governing Board and Individual Governing Board Members: Roles, Responsibilities, and Scope of Authority – Denise Lowell-Britt, Esq. – Udall Shumway**

Mrs. Lowell-Britt instructed the Governing Board on the following subtopics relative to the roles, responsibilities, and scope of authority for the Governing Board as a whole and individually as Governing Board members.

- a. Legal Authority of a School District
- b. Board Member Authority
- c. Four Foundations of the Governing Board
- d. Individual Authority of Board Members
- e. Limitations to Board Authority
- f. Potential Personal Liability Exposure
- g. Conflict of Interest
- h. Board Member Role: Personnel, the Press, and the Public
- i. Board Member Responsibility: Open Meeting Laws
- j. School Board Members and Social Media

**2. Compass Points and Collaboration: It's All About the People – Dr. Lexi Cunningham, Superintendent**

Dr. Cunningham led an activity wherein the Governing Board identified their "compass points," or personal style, and discussed how each person's dominant and subdominant style contributes to collaboration.

Advantages of working collaboratively as a team include the following.

- a. Higher quality solutions to problems
- b. Increased confident in TUHSD
- c. Strengths supported, weaknesses worked on

- d. Expanded pool of ideas, materials, and methods
- e. Ability to test new ideas
- f. Gains in student achievement

**3. TUHSD Fast Facts – Michael Stewart, Human Resources Director**

The Human Resources Department of the Tolleson Union High School District is committed to recruiting, hiring, retaining, and supporting the most dedicated and qualified employees. Our employees must be able to educate all students to their highest level of academic potential and to teach them the skills and knowledge to become capable, creative, and responsible citizens (Human Resources Mission Statement). Mr. Stewart shared information on the following topics.

- a. Creating a Sense of Community: Stewardship/Custodians
- b. Human Resources Department Staff
- c. Who is Served:
  - Certified staff – 48%
  - Support staff – 35%
  - Non-staff coaches – 7%
  - Administrators – 5%
  - Volunteers – 4%
  - Student workers – 1%
- d. Staff by the Numbers (including totals, demographics, generation, and random facts)
- e. Recruiting Efforts
- f. District Name Recognition
- g. Trends in Hiring (FY13 – FY15)

**4. Building Our Capacity for Arizona College and Career Ready Standards – John Speer, Assistant Superintendent**

Mr. Speer shared with the Governing Board members how TUHSD has made progress towards the implementation of the Arizona College and Career Ready Standards (ACCRS) and described the professional development plan, summarized how it has been implemented, and explained how the plan is moving forward.

**5. Governing Board Expectations – Dr. Lexi Cunningham, Superintendent**

Dr. Cunningham described what the Governing Board can expect in the following areas.

- a. Communication
- b. Agenda
- c. Meeting Preparation
- d. Meeting
- e. After the Meeting
- f. Site Visits
- g. Community Communication

**6. Governing Board Commitments – Dr. Lexi Cunningham, Superintendent and Governing Board Members**

Facilitated by Dr. Cunningham, the Governing Board members identified various commitments they can uphold as a Governing Board.

**7. Governing Board Goals – Dr. Lexi Cunningham, Superintendent and Governing Board Members**

Facilitated by Dr. Cunningham, the Governing Board members identified goals that will support the overall goals of the District, including:

- a. High academic achievement for all students
- b. Efficient and effective operational practices
- c. Highly effective staff district-wide
- d. Engaging families and community partners
- e. Safe and orderly schools

The Governing Board Expectations, Commitments, and Goals documents will be formally adopted by the Governing Board at a subsequent meeting.

**FORMAL ADJORNMENT OF SPECIAL MEETING**

Mr. Chapman moved to adjourn the Special Meeting; seconded by Mr. Villalon. Mr. Moreno called the Special Meeting of the Tolleson Union High School District Governing Board adjourned at 12:35 p.m.

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Mr. Vincent Moreno, Governing Board President





**TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214**

**GOVERNING BOARD MINUTES  
REGULAR MEETING AND EXECUTIVE SESSION  
TUESDAY, JANUARY 13, 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 6:00 p.m. by Governing Board President Mr. Vincent Moreno with the following members present: Mr. Steven Chapman, Mr. Devin Del Palacio, Ms. Corina Madruga, and Mr. Freddie Villalon.

**Pledge of Allegiance**

Mr. Moreno led in reciting the Pledge of Allegiance.

**Approval of the Regular Agenda**

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

**Celebrations**

**A. Voice of Democracy Essay Winners**

Seniors Aneyssa Romo (University High School) and Clinisha Davis (Westview High School) read their winning 2014-2015 Voice of Democracy essays. Sponsored by the Veterans of Foreign Wars, this year's theme was "Why Veterans Are Important To Our Nation's History and Future." A representative from the Tolleson chapter of the VFW presented Ms. Romo with a certificate of appreciation.

**B. Employees of the Month**

The Employee of the Month recognition is bestowed upon employees who have exemplified the mission, vision, and purpose of the Tolleson Union High School District. These employees serve as an inspiration to others by showing a commitment to providing excellent customer service and who have made a positive impact on student achievement. The following December 2014 Employees of the Month were recognized for their contributions to the District.

**Sierra Linda High School**

- Sushyla Perez, Culinary Arts Teacher

**Tolleson Union High School**

- Joseph Greer, Algebra Teacher
- Jason Wilke, Physical Education Teacher/Head Football Coach

**Westview High School**

- Nanette Ramirez, Culinary Arts Teacher/CTE Department Chair

### **Organization of the Governing Board for 2015**

Mr. Villalon moved to elect Mr. Vincent Moreno as President and Mr. Steven Chapman as Vice President; seconded by Mr. Moreno. Upon a roll call vote, the motion resulted in a 2-2 vote with Mr. Del Palacio and Ms. Madruga casting the dissenting votes and Mr. Chapman not voting. A subsequent motion was made by Ms. Madruga to elect Mr. Steven Chapman as President and Mr. Devin Del Palacio as Vice President. Upon a roll call vote, the motion carried 3-2 with Mr. Moreno and Mr. Villalon casting the dissenting votes.

### **Public Participation**

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

### **Reports and Updates**

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

- Dr. Cunningham thanked Mr. Moreno for his service to the Governing Board as past President, congratulated Mr. Chapman and Mr. Del Palacio for being elected as President and Vice President, respectively, and welcomed Ms. Madruga and Mr. Del Palacio as Governing Board members.
- The District Health and Wellness Fair will be held from 1:00 – 4:30 p.m. on February 11 at the District Office. All staff have been invited to attend. The District will host its Second Annual Vendor Fair on March 27 for local vendors to meet and learn about the procurement process involved in working with schools.
- More than \$2,000 was collected during the annual Drive-Up, Drop Off tax credit campaign held on December 31.
- Sierra Linda High School received a new exterior coat of paint during winter break. Planters are also being painted.
- The Super Bowl Host Committee and City of Glendale will use Copper Canyon High School's parking lot on February 1 for fire and police officers who will park their cars at CCHS and then report to the stadium for the Super Bowl game.
- Tolleson Union High School will again host an ice cream social this semester for their honor roll students. Mr. Molina and his team will scoop ice cream and celebrate student success.
- Approximately twenty graduates of University High School returned for the annual Alumni Day and spoke to students about how to be successful in college.
- La Joya Community High School, who continues to work on growing their AP programs, is excited students will have an opportunity to take AP tests in Biology, Chemistry, and Physics during second semester.
- Westview High School continues to offer Saturday tutoring. Students are taking advantage of the opportunity to get extra practice and work with their teachers.

#### **Governing Board**

- Mr. Del Palacio mentioned that he visited Washington D.C. in November as part of the National Association of Latino Elected Officials (NALEO) training for newly elected officials.
- Mr. Moreno thanked Sierra Linda High School Reading Teacher Christy Pacheco and Reading Aide Jaclyn Cooper for sending information on the students' overnight trip to the Zoo. Mr. Moreno also mentioned Paseo de Luces, the City of Tolleson's downtown revitalization project.
- Mr. Villalon welcomed Ms. Madruga and Mr. Del Palacio to the Governing Board and extended his congratulations to Mr. Chapman and Mr. Del Palacio for being elected as President and Vice President. Mr. Villalon also stated that by working together, the previous Governing Board members and all District staff moved the District forward from having C schools to having B schools and maintaining University High School's A label. With continued collaboration, the District will be able to continue the ascent to becoming all A schools.
- Ms. Madruga extended her congratulations to Mr. Chapman and Mr. Del Palacio for being elected as President and Vice President of the Governing Board, extended her thank you to Mr. Moreno for his past service as President, and echoed Mr. Villalon's words on moving the schools to a higher label.
- Mr. Chapman thanked District administrators for their assistance in making the January 10 Special Governing Board meeting a success.

**Approval of the Consent Agenda**

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

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

No items were removed.

**CONSENT AGENDA \* ITEMS**

**Human Resources \***

**A. Personnel Items**

**PROFESSIONAL SERVICES STAFF**

**Retirement**

McFarland, Nancy DO SIS Coordinator

**CERTIFIED STAFF**

**Employment of Personnel**

Arviso, Christopher	DO	Guest Teacher
Brock, Latasha	DO	Guest Teacher
Salas, Andrea	DO	Guest Teacher
Smith, Aerron	DO	Guest Teacher
Berquam, Julianne	SLHS	Biology
DeMouy, Matthew	WHS	Mathematics
Potter, Mary Beth	WHS	Culinary Arts
Willis, Thomas	WHS	Biology/Anatomy

**Department Chairs**

Adrian, Kristen	CCHS	English (Split)
Armenta, Morgan	CCHS	Special Services
Atkinson, Dacia	CCHS	Wellness
Brown, John	CCHS	Science
Doherty, Maryse	CCHS	World Language
Goodsell, Jeremy	CCHS	English (Split)
Hennessy, Susan	CCHS	Guidance
Johnson, Geoff	CCHS	Social Studies
Malave, Joy	CCHS	Reading
Matthews, Kelly	CCHS	CTE
Oxford, Bo	CCHS	Mathematics
Torres, Michael	CCHS	Performing and Visual Arts
Valenzuela, Ernestina	LJCHS	Guidance
Saldamando, Denise	SLHS	Guidance

**Department Chairs (Continued)**

Burns, Michelle	UHS	Mathematics
Goman, Daniel	UHS	Social Studies
Naylor, John	UHS	Science
White, Natasha	UHS	English
Gollihar, Melissa	WHS	Guidance

**Extra Duty Assignments**

Adrian, Kristen	CCHS	S3/PBIS Team Member
Basford, Jessica	CCHS	S3/PBIS Team Member
Bloomquist, Kathryn	CCHS	FCCLA CTSO Sponsor
Bogus, Justin	CCHS	DECA CTSO Sponsor
Bohoney, Tyson	CCHS	FCCLA CTSO Sponsor
Brown, John	CCHS	S3/PBIS Team Member
Connors, Erin	CCHS	S3/PBIS Team Member
Ernster, Rachelle	CCHS	S3/PBIS Team Member
Gammon, Michelle	CCHS	Integrating Blended Technology Learning; Technology Cohort
Goodsell, Jeremy	CCHS	Unit Development
Herrera, Vincent	CCHS	Unit Development
Jimerson, DeKenda	CCHS	FBLA CTSO Sponsor
Johnson, Curtis	CCHS	HOSA CTSO Sponsor
Johnson, Jennifer	CCHS	Unit Development
Khoo, Li Pei	CCHS	S3/PBIS Team Member
Kindell, Brian	CCHS	Unit Development
Klunk, Andrew	CCHS	Integrating Blended Technology Learning; Technology Cohort
Lasater, Bradley	CCHS	Mathematics/FBLA CTSO Sponsor;
Malave, Joy	CCHS	Integrating Blended Technology Learning; Technology Cohort
Matthews, Kelly	CCHS	HOSA CTSO Sponsor
Mitchell, Jason	CCHS	Integrating Blended Technology Learning; Technology Cohort
Newman, Jeff	CCHS	Integrating Blended Technology Learning; S3/PBIS Team Member; Technology Cohort
Oxford, Bo	CCHS	S3/PBIS Team Member
Rubalcava, Bertha	CCHS	Integrating Blended Technology Learning; Technology Cohort
Schaefer, Cara	CCHS	S3/PBIS Team Member
Stagliano, Joseph	CCHS	S3/PBIS Team Member
Stuart, Seth	CCHS	S3/PBIS Team Member
Torres, Mike	CCHS	Performing and Visual Arts;
Trembly, Lynn	CCHS	Integrating Blended Technology Learning; Technology Cohort
Arellano, Jesse	LJCHS	S3/PBIS Team Member
Eaton, Heather	LJCHS	Integrating Blended Technology Learning; Skills USA CTSO Sponsor; Technology Cohort

**Extra Duty Assignments (Continued)**

Gregory, Michael	LJCHS	Integrating Blended Technology Learning; Technology Cohort
Hughes, Richard	LJCHS	S3/PBIS Team Member
Jacinto, Vanessa	LJCHS	HOSA CTSO Sponsor
Landgrebe, Jennifer	LJCHS	Integrating Blended Technology Learning; Technology Cohort
Lauletta, Gwen	LJCHS	Integrating Blended Technology Learning; Technology Cohort
Martinez, Rachel	LJCHS	Integrating Blended Technology Learning; Technology Cohort
Nichols, Paige	LJCHS	S3/PBIS Team Member
Nowbath, Stephen	LJCHS	Unit Development
Quinonez, Natalie	LJCHS	S3/PBIS Team Member
St. John, Patricia	LJCHS	Integrating Blended Technology Learning; Technology Cohort
Tracy, Melissa	LJCHS	FCCLA CTSO Sponsor
Turbit, Jeffrey	LJCHS	Technology Cohort
Turnbaugh, Lynette	LJCHS	Integrating Blended Technology Learning; Technology Cohort; Unit Development
Virgen, Alam	LJCHS	Integrating Blended Technology Learning; S3/PBIS Team Member; Technology Cohort
Virgil, Jose	LJCHS	S3/PBIS Team Member
Wallace, Grace	LJCHS	S3/PBIS Team Member
White, Angelica	LJCHS	S3/PBIS Team Member
Whiting, James	LJCHS	Unit Development
Zemeida, Greg	LJCHS	Integrating Blended Technology Learning; Technology Cohort
Arviso, Christina	SLHS	S3/PBIS Team Member
Brady, Sondra	SLHS	FCCLA CTSO Sponsor
Clark, Stephanie	SLHS	S3/PBIS Team Member
Dima, Valentina	SLHS	Integrating Blended Technology Learning; Technology Cohort
Franciotti, Adelina	SLHS	PBIS/Advisory Curriculum/Unit Development
Franciotti, Deanna	SLHS	S3/PBIS Team Member
Fresquez, Lissa	SLHS	Integrating Blended Technology Learning; S3/PBIS Team Member; Technology Cohort
Given, Diana	SLHS	Integrating Blended Technology Learning; Technology Cohort
Gordon, Samantha	SLHS	HOSA CTSO Sponsor
Haagensen, Joshua	SLHS	Integrating Blended Technology Learning; S3/PBIS Team Member; Technology Cohort
Marks, Ramon	SLHS	S3/PBIS Team Member
Marshall, Tramane	SLHS	Integrating Blended Technology Learning; Technology Cohort; Unit Development
Perez, Sushyla	SLHS	FCCLA CTSO Sponsor; S3/PBIS Team Member
Perez, Taylor	SLHS	S3/PBIS Team Member

**Extra Duty Assignments (Continued)**

Ramirez, Amanda	SLHS	Integrating Blended Technology Learning; Technology Cohort
Saenz, Sonia	SLHS	FCCLA CTSO Sponsor
Sanchez, Ruth	SLHS	Unit Development
Shelkin, Judith	SLHS	DECA CTSO Sponsor
Sovinski, Kaitlin	SLHS	Unit Development
Young, Bleshea	SLHS	Integrating Blended Technology Learning; Technology Cohort
Zmolek, Meg	SLHS	S3/PBIS Team Member
Anibus, Karla	TUHS	West-MEC Representative
Barnhiser, Lora	TUHS	Title I Tutoring
Beland, Lynda	TUHS	Title I Tutoring;
Brankel, Alicia	TUHS	Technology Cohort; Integrating Blended Technology Learning
Carlson, Aaron	TUHS	S3/PBIS Team Member; Title I Tutoring
Carter, Sheila	TUHS	Technology Cohort; Integrating Blended Technology Learning
Carver, James	TUHS	S3/PBIS Team Member; Title I Tutoring
Chernyshova-Brown, Yana	TUHS	Technology Cohort; Integrating Blended Technology Learning
Corral, Alonzo	TUHS	S3/PBIS Team Member; Title I Tutoring
De Vera, Maria	TUHS	Title I Tutoring
Finch, Stephanie	TUHS	S3/PBIS Team Member
Gonzalez, Stephanie	TUHS	Technology Cohort; Integrating Blended Technology Learning
Gullick, Rosemary	TUHS	Technology Cohort
Hernandez, Alex	TUHS	S3/PBIS Team Member
Knudsen, Niels	TUHS	FCCLA CTSO Sponsor
Kuehn, Debra	TUHS	FBLA CTSO Sponsor
Lopez-Vejar, Patty	TUHS	FCCLA CTSO Sponsor
Louis, Soncierra	TUHS	Title I Tutoring;
Loveland, Hope	TUHS	Technology Cohort; Integrating Blended Technology Learning
Meana, Andrew	TUHS	Technology Cohort; Integrating Blended Technology Learning
Meana, Sara	TUHS	Technology Cohort; Unit Development; Integrating Blended Technology Learning
Montalvo, Sergio	TUHS	Title I Tutoring
Phillips, Brandi	TUHS	HOSA CTSO Sponsor
Ramirez, Amira	TUHS	Unit Development
Ricelli, Denny	TUHS	Wolverine Academy – Core Enrichment Program
Richardson, James	TUHS	S3/PBIS Team Member;
Rodriguez, Amira	TUHS	Technology Cohort; Integrating Blended Technology Learning
Schlomach, Brenda	TUHS	Title I Tutoring
Schweikert, Kathleen	TUHS	Title I Tutoring
Sobampo, Elena	TUHS	FBLA CTSO Sponsor
Wilke, Jason	TUHS	S3/PBIS Team Member; Title I Tutoring
Woodman, Diane	TUHS	Unit Development

**Extra Duty Assignments (Continued)**

Doyle, Dennis	UHS	S3/PBIS Team Member; Title I Tutoring
Geshell, Sarah	UHS	Title I Tutoring
Goman, Daniel	UHS	Unit Development
Kennedy, Marissa	UHS	Title I Tutoring
McClellan, Susan	UHS	Integrating Blended Technology Learning; Technology Cohort
Spracht, Tricianne	UHS	Title I Tutoring
White, Natasha	UHS	Title I Tutoring
Austin, Brian	WHS	Title I Tutoring
Bower, Stephen	WHS	Title I Tutoring
Cassavant, Michael	WHS	Skills USA CTSO Sponsor
Clemente, Kevin	WHS	Integrating Blended Technology Learning; Technology Cohort
Erekson, Jared	WHS	Technology Cohort
Fergus, Ashley	WHS	FCCLA CTSO Sponsor
Ferguson, Eva	WHS	Title I Tutoring
Fierros, Amy	WHS	Unit Development; Title I Tutoring
Gieger, Benjamin	WHS	Unit Development
Hernandez, Jimmy	WHS	Technology Cohort
Jawhar, Tamani	WHS	Title I Tutoring
Keith, Huntington	WHS	Title I Tutoring
Macomber, Matthew	WHS	Unit Development; Title I Tutoring
Merklin, Sean	WHS	Unit Development
Miller, Clarice	WHS	Unit Development
Neel, Abbye	WHS	Title I Tutoring
Olderbak, Sam	WHS	Title I Tutoring
Ramirez, Nanette	WHS	FCCLA CTSO Sponsor
Rhoades, Miranda	WHS	Title I Tutoring
Rice, Trevor	WHS	HOSA CTSO Sponsor; Sports Medicine
Sluiter, Shad	WHS	FBLA CTSO Sponsor

**Coaches**

Adrian, Kristen	CCHS	Assistant Girls Soccer
Atkinson, Ryan	CCHS	Weight Room Coordinator
Bogus, Justin	CCHS	Varsity Boys Soccer
Glover, Sylvester	CCHS	Assistant Boys Basketball
Johnson, Curtis	CCHS	Athletic Trainer
Johnson, Jennifer	CCHS	Varsity Girls Soccer
Kemmer, Shawn	CCHS	Weight Room Coordinator
Klunk, Andrew	CCHS	Assistant Girls Soccer
Lewis, Justin	CCHS	Assistant Boys Basketball
Marcello, Anthony	CCHS	Varsity Wrestling
Martinez, Edgar	CCHS	Assistant Girls Basketball
Matthews, Kelly	CCHS	Athletic Trainer
Murphy, Paul	CCHS	Varsity Boys Basketball
Reschke, Jason	CCHS	Varsity Girls Basketball
Te Nuyl, Henderika	CCHS	Assistant Girls Basketball
Warren, Andrew	CCHS	Assistant Wrestling
Wood, Mark	CCHS	Assistant Boys Soccer
Zimmerman, Nikki	CCHS	Assistant Girls Basketball

**Coaches (Continued)**

Arellano, Jesse	LJCHS	Varsity Wrestling
Davis, Chris	LJCHS	Assistant Girls Basketball
Dille, Aaron	LJCHS	Varsity Girls Basketball
Ellison, DeAnthony	LJCHS	Assistant Boys Basketball
Fontes, Jon	LJCHS	Weight Room Coordinator
Gray, John	LJCHS	Assistant Boys Soccer
Guiney, Lindsay	LJCHS	Assistant Girls Basketball
Hofmann, David	LJCHS	Assistant Girls Basketball
Ingram, Kylee	LJCHS	Assistant Girls Basketball
Jacinto, Vanessa	LJCHS	Athletic Trainer
Lefebvre, Roger	LJCHS	Varsity Boys Basketball
Loughran, Lindsey	LJCHS	Athletic Trainer
Marrs, Larry	LJCHS	Varsity Boys Soccer
Mitchell, Joshua	LJCHS	Assistant Wrestling
Morris, Katie	LJCHS	Varsity Girls Soccer
Newell, Abram	LJCHS	Assistant Boys Basketball
Rosenberger, John	LJCHS	Assistant Girls Soccer
Steger, Jeffery	LJCHS	Assistant Boys Basketball
Taylor, Mark	LJCHS	Assistant Boys Basketball
Boydston, Chase	SLHS	Assistant Boys Basketball
Carranza, Desirae	SLHS	Varsity Girls Basketball
Chinchilla, Christopher	SLHS	Assistant Girls Basketball
Ciesielczyk, Jacob	SLHS	Weight Room Coordinator
Diaz, Matias	SLHS	Varsity Girls Soccer
Emelander, Tanya	SLHS	Assistant Girls Basketball
Enciso, Andrew	SLHS	Assistant Boys Basketball
Figueroa, Daniel	SLHS	Varsity Wrestling
Furkert, Karen	SLHS	Assistant Girls Soccer
Gordon, Samantha	SLHS	Athletic Trainer
Haagensen, Joshua	SLHS	Varsity Boys Basketball
Hamilton, Trey	SLHS	Assistant Boys Basketball
Marks, Ramon	SLHS	Assistant Girls Basketball
Meyers, Mike	SLHS	Varsity Boys Soccer
Palange, Alfred	SLHS	Assistant Boys Basketball
Ramirez, Daniel	SLHS	Assistant Boys Soccer
Skousen, Elizabeth	SLHS	Assistant Girls Basketball
Stout, Slate	SLHS	Assistant Wrestling
Alvarez, Javier	TUHS	Varsity Girls Soccer
Andronic, Benjamin	TUHS	Varsity Boys Soccer
Aresmendez, Elizardo	TUHS	Assistant Wrestling
Bealer, Eric	TUHS	Athletic Trainer
Doyle, Colin	TUHS	Assistant Boys Basketball
Fedina, Tabitha	TUHS	Assistant Girls Soccer
Fore, Jeff	TUHS	Varsity Girls Basketball
Headrick, Elisse	TUHS	Assistant Girls Basketball
Larm, Luke	TUHS	Assistant Boys Basketball
Padilla, John	TUHS	Varsity Wrestling



**Coaches (Continued)**

Rhoades, Tallyn	TUHS	Assistant Wrestling
Trigg, Leonard	TUHS	Assistant Boys Basketball
Vespignani, David	TUHS	Varsity Boys Basketball
Wilbur, Jeff	TUHS	Assistant Boys Basketball
Wilke, Jason	TUHS	Weight Room Coordinator
Bower, Stephen	WHS	Assistant Boys Soccer
Burgess, George	WHS	Varsity Wrestling
Chaffee, William	WHS	Assistant Wrestling
Contreras, Lisa	WHS	Varsity Girls Basketball
Eccles, Thomas Jeff	WHS	Assistant Boys Basketball
Hernandez, Jimmy	WHS	Assistant Girls Basketball
Macias, Carlos	WHS	Varsity Girls Soccer
Mason, Aaron	WHS	Assistant Boys Basketball
McEvoy, Brendan	WHS	Varsity Boys Basketball
Neal, Stephen	WHS	Assistant Girls Basketball
Olderbak, Samuel	WHS	Assistant Boys Basketball
Parker, Joseph	WHS	Weight Room Coordinator
Rice, Trevor	WHS	Athletic Trainer
Soto, Steve	WHS	Varsity Boys Soccer
Williams, Darin	WHS	Assistant Wrestling
Wonner, Larry	WHS	Assistant Boys Basketball

**Co-curricular Stipends**

Bush, Elizabeth	TUHS	Head, Speech and Debate
Owen, Alicia	TUHS	Assistant, Speech and Debate

**Club Sponsors**

Bogus, Justin	CCHS	DECA
Frank, Ronald	CCHS	Green Group
Goodsell, Jeremy	CCHS	Aztec Mystic
Unsworth, Matthew	CCHS	Table Top Simulation

**Medical Leave of Absence Request**

Kepple, Michael	SLHS	English
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**Return from Medical Leaves of Absence**

Spiegel, Elyse	CCHS	English
Ramirez, Claudia	LJCHS	Spanish
Hernandez, Daisy	SLHS	Guidance Advisor

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

Phillips, Brandi	TUHS	CTE/Athletic Trainer (.4 FTE)
Yasui, Sayaka	WHS	CTE/Athletic Trainer (.2 FTE)

**CLASSIFIED STAFF**

**Employment of Personnel**

Croxton, Jeffrey	DO	Substitute Bus Driver
Dixon, Carla	DO	Substitute Bus Monitor
Duran, Stephanie	DO	Substitute Bus Driver
Esones, Mark	DO/TUHS	Technology Support Specialist II
Levens, Laura	DO	Cafeteria Floater
Martinez, Ramon	DO	Groundskeeper
Ontiveros, Jorge	DO	Groundskeeper

Mencias, Jessica	LJCHS	Cashier
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Felix-Zayas, Maria	TUHS	Cafeteria Cashier
Sosa, Jessica	TUHS	Cafeteria Cashier

Gaucin, Salome	WHS	Cashier
Matos, Omar	WHS	Security Guard

**Coaches**

Felix, Kendrick	CCHS	Assistant Boys Basketball
Hamilton, Darren	CCHS	Assistant Boys Basketball
Sutton, Ian	CCHS	Assistant Boys Basketball

Erickson, Cassandra	SLHS	Athletic Trainer
Haire, Wes	SLHS	Assistant Wrestling
Pham, Phuong Mai Thi	SLHS	Assistant Girls Basketball
Tolliver, Robert	SLHS	Assistant Wrestling

Armenta, Guillermo	TUHS	Assistant Boys Soccer
Fimbres, Richard	TUHS	Assistant Wrestling
Lopez, Rodrigo	TUHS	Assistant Boys Soccer
Mireles, Jeanette	TUHS	Assistant Girls Basketball
Ricketts, Richard	TUHS	Assistant Girls Basketball

Esna Galvez, Carmen	WHS	Assistant Girls Soccer
Ludwig, Gavin	WHS	Assistant Wrestling
Mills, Michael	WHS	Assistant Boys Basketball
Molina, Alex	WHS	Assistant Girls Basketball
Van de Wille, Ann	WHS	Assistant Girls Soccer

**Position Changes**

Guzman, Jose	DO	From Bus Driver to Assistant Buyer (PT)
Guzman, Jose	DO	From Bus Driver to Substitute Bus Driver (PT)
Sharma, David	DO	From Substitute Bus Driver to Bus Driver
Delgado, Candace	SLHS	From Guest Teacher to Behavior Specialist
Patterson, JC	WHS	From Guest Teacher to Instructional Assistant I, SPED

**Medical Leave of Absence Requests**

Cook, April	CCHS	Director, Little Aztecs
Villegas, Santiago	CCHS	Instructional Assistant II, SPED
Erives, Octavio	DO	Groundskeeper
Hernandez, Paul	SLHS	Behavior Specialist

**Return from Medical Leaves of Absence**

Cook, April	CCHS	Director's Designee, Little Aztecs
Erives, Octavio	DO	Groundskeeper
Taylor, Chandlin	DO	Bus Driver
Hernandez, Paul	SLHS	Behavior Specialist

**Military Leave of Absence**

Gutierrez, Robert	LJCHS	Security Guard
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**Resignations**

Alexander, Elliott	DO	Bus Driver
Bailey, Laura	DO	Bus Monitor
Kyles, Angela	DO	Substitute Bus Driver
Tellez-Dominguez, Graciela	TUHS	Cashier

**Terminations**

Holmes, Darrell	CCHS	Instructional Assistant I- SPED
Brooke, David	DO	Bus Driver

**VOLUNTEERS**

**Volunteer Coaches**

Mulherin, Phillip	LJCHS	Boys/Girls Soccer, Assistant
Roth, Richard	LJCHS	Boys Basketball, Assistant
Serna, Jacob	LJCHS	Wrestling, Assistant
Solano, Luis	LJCHS	Boys Soccer, Assistant
Tillman Jr., Glenn	LJCHS	Boys Basketball, Assistant
Carranza, Frank	SLHS	Girls Basketball, Assistant
Martinez, Leonardo	TUHS	Wrestling, Assistant
Contreras, Anthony	WHS	Girls Basketball, Assistant
Contreras, James	WHS	Wrestling, Assistant

**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 – \$ 5,687,451.61
- Expense Vouchers – \$ 1,804,725.43

**B. Donations**

The following donations were received:

- Thunderbird Foundation – \$500.00 – Golf equipment and uniforms for the Sierra Linda High School girls' golf team.
- Dr. and Mrs. Harold Chappell – \$5,240.00 – Ladies boots, golf club cleaners, and food preparation tables (non-school specific).

**Purchasing \***

**A. Disposal #883, Buffalo Chopper**

The disposal of a buffalo chopper will ensure that the District continues to maintain furniture and equipment that is safe to use and in good operating condition.

**B. RFP #11-010-15, Armored Car Services**

On December 14, 2010, the Governing Board awarded Dunbar Armored, Inc. a contract to provide armored car pick up services. This contract is also available to Avondale Elementary, Coolidge Unified, Florence Unified, and Tolleson Elementary School District as members of the Greater Phoenix Purchasing Consortium of Schools (GPPCS). This is the fourth and final renewal of the contract.

**Superintendent's Office \***

**A. Travel Requests**

The following travel requests were approved:

**District Office**

- Sara Agostinho, District Prevention Coordinator; Prevention/ Intervention Specialists Erendira Echeverria (Copper Canyon High School) and Yesmina Luchsinger (Sierra Linda High School); Assistant Principals Suzanne Howell (Tolleson Union High School), Christina Valenzuela (Sierra Linda High School), Russell Peters (Westview High School), and Jonathan Stewart (Copper Canyon High School); and Natalie Quinonez, La Joya Community High School Wellness Teacher, will attend the Annual APBS (Association for Positive Behavior Support) International Conference on March 11-14, 2015 in Boston, MA.
- John Speer, Assistant Superintendent for Teaching and Learning; Michael Stewart, Director of Human Resources; and Dr. Lexi Cunningham, Superintendent (as alternate) will attend the following teacher recruitment fairs:
  - Grand Valley State University Career Fair  
March 1-4, 2015 in Allendale, MI
  - Northeast Ohio Teacher Education Day Job Fair  
March 16-17, 2015 in Akron, OH
  - Utah Teacher Fair-South Job Fair  
March 18-19, 2015 in Provo, UT
  - Oregon Professional Educator Job Fair  
April 6-8, 2015 in Portland, OR
  - Minnesota Education Job Fair  
April 12-13, 2015 in Minneapolis, MN

#### Copper Canyon High School

- Student Council Advisor Erin Connors and eight (8) members of the Student Council will attend the AASC (Arizona Association of Student Councils) State Convention on February 5-7, 2015 in Apache Junction, AZ.

#### Tolleson Union High School

- Head Spiritline Coach Heidi Wilkes, Assistant Spiritline Coach Monica Saldana, and approximately twenty (20) cheerleaders will compete in the United Spirit Association National Championship on March 19-22, 2015 in Anaheim, CA.
- Head Spiritline Coach Heidi Wilkes and seven (7) members of the Tolleson Heat Dance Team will compete in the United Spirit Association Dance Nationals Competition on March 19-22, 2015 in Anaheim, CA.
- Wrestling Coach John Padilla and members of the wrestling team will participate in the Doc Wright Invitational on January 16-18, 2015 in Winslow, AZ.

#### Westview High School

- Anthropology Teacher Misty Wylie, Social Studies Teacher Larry Wonner, Band Teacher David Brax, and thirty (30) students will visit Native American archaeological sites in and around Chinle, AZ; Farmington, NM; and Cortez, CO on April 9-12, 2015.
- Choral Director Lori Dixon, volunteer chaperones Phillip Dixon and Sherena McMurdie, and members of the Vocal Ensemble will participate in the NAU Jazz/Madrigal Festival on February 13-14, 2015 at Northern Arizona University in Flagstaff, AZ.

#### **B. User Agreement with Arizona Department of Public Safety – Arizona Criminal Justice Information System**

In accordance with federal and state regulations, the Arizona Department of Public Safety will provide the District with criminal history record information and criminal justice information via the applicant fingerprint card process.

### **INFORMATION/DISCUSSION ITEMS**

#### **1. Food and Nutrition Department Update – Mrs. Kimberly Luvisi, Director**

##### **Mission Statement** – *Good Nutrition and Academic Success Go Hand in Hand!*

The TUHSD Food and Nutrition Department team consists of food and nutrition professionals that are dedicated to students' health, well-being, and their ability to learn. We support academic success by providing healthy meal choices while promoting lifelong nutrition practices. We provide students with access to a variety of affordable appealing foods that meet the health and nutrition needs of their growing minds and bodies.

##### **Food and Nutrition Staff**

2 – Full Time – 12 Month Employees (Director and Administrative Assistant)

1 – Part Time – 10 Month Employee (Program Specialist; 5.5 hours per day)

5 – Full Time – 10 Month Employees (Cafeteria Managers)

11 – Full Time – 9 Month Employees (Cooks, Custodians, Floater; 6.5 to 8 hours per day)

80 – Part Time – 9 Month Employees (3.5 to 5 hours per day)

10 – Student Workers

Labor hours are based on the number of meals produced as well and snack bar and vending machine sales. There is a minimum of 14 employees per site; optimal is 16-20 per site.

Student workers work for a minimum of 15 minutes during lunch, but are paid for 30 minutes and receive a free meal. Many times, this is the first job experience for the student, who is treated just like a regular employee and who can receive a job reference on request.

The District often needs to utilize a temporary service to immediately fill positions while searching for a permanent staff member.

### **Food Safety**

Food safety is a priority from receiving to serving. Each school kitchen is a part of the Maricopa County Environmental Services Department's Cutting Edge program. Being a part of the program means the District is held to a higher standard and invites surprise inspections to occur four times per year instead of the mandatory two times per year. The visits provide an opportunity to ask questions and learn about new regulations or ways to improve performance. Each school kitchen has consistently received a grade of A from the health inspectors for the last four years. Additionally, Arizona requires one ServSafe certified person be present at each eating establishment. The District currently has thirteen employees with certificates and will send additional staff members for training in February. The certification requires special in-class training for health and safety of food prep establishments and must be renewed every five years.

### **National School Lunch and Breakfast Program**

- The Food and Nutrition Department processes approximately 7,000 meal applications a year.
- Currently, 67% of District students receive meal benefits.
- Meal benefit percentages directly impact grant and E-rate dollars received in the District.
- By participating in the USDA Commodities Program, the District receives \$200,000 in entitlement money. Through the program, the District receives staple products such as canned goods, cheese, lunch meat, rice, beans, and frozen products.
- The District also participates in the Department of Defense fresh produce program. The District receives \$110,000 in entitlement money; however, the District must purchase from a local distributor of the USDA's choosing and can only buy American grown products.
- Must adhere to age appropriate USDA guidelines for a healthy diet.
- Currently serving 8,500 reimbursable meals each day; 2,300 are breakfast. There has been a 30% increase in breakfast participation over the last two years, mainly due to media attention, need, attention to the breakfast program, and by retraining staff to inform students and parents about the program. Currently reviewing the feasibility of making breakfast available through the vending machines on each campus.
- During the summer, approximately 1,000 meals (breakfast and lunch) per day are served to students and the community.
- The Food and Nutrition Department staff continue to participate in training provided by the Arizona Department of Education.
- Staff also looks at other districts, in and out of Arizona, for ideas on how to improve.

### **Vending Program**

During the 2012-2013 school year, the Food and Nutrition Department started a vending program and is the only district in Arizona who has assumed responsibility for the vending machines on campus.

- There are 50 machines placed throughout the District; one of the machines at each school is a reimbursable, meaning a student can purchase a complete meal.
- All machines are on data lines that feed back to the software program and which can indicate if a machine is offline or out of temperature range and which products and how much of each are selling.

- Students can use cash or money from their student account to purchase products from the machines.
- The return on investment over the 2.5 years since implementation is over \$600,000, which exceeds the initial investment. When students participate by stocking, rotating inventory, and cleaning the machines, they earn 20% of that day's revenue. To date, more than \$56,000 has collectively been earned by the student government organization at each school.
- Because of the strict 'smart snacks' regulations, finding product that meets the new USDA guidelines has been challenging and could result in a decline in vending sales.

#### **Healthy, Hunger-Free Kids Act of 2010**

The Act meant a change to the program; most notably, in the creation of a new meal pattern. The biggest challenge has been finding items that meet the requirements as manufacturers are not making enough products that comply with the new regulations. In addition, the offer vs. serve rules changed.

- The District has always had to offer five components – meat/meat alternative, grain, fruit, vegetable, and milk. A reimbursable meal could consist of any three of the items. The Act of 2010 states that one of the three items must be a fruit or vegetable.
- There are now calorie restrictions. Breakfast must be between 450-600 calories, lunch between 750-850 calories. It has been a challenge to meet the less than 740 mg sodium requirement; the new target is less than or equal to 1,420 mg sodium.
- Where previously dessert was considered a bonus, it must now be figured into the overall analysis.
- All foods must have 0 grams of trans fat and less than or equal to 10 grams of saturated fat.
- Last year, the Food and Nutrition Department applied for menu certification through the Arizona Department of Education. Menus were sent to ADE's dietitians for analysis. Because the District meets the regulations, the menus were certified, which results in a six-cent per meal reimbursement increase (\$6,000 - \$9,000 more per month).

#### **Smart Snacks in School or the "All Food Sold in School" Standards**

The 2014-2015 school year is the first time Smart Snacks has been mandated. Smart Snacks are foods that are sold or served to students and that meet the USDA's nutrition standards for calories, fats, sugar, sodium, and caffeine.

- Any food sold in schools must be:
  - Whole grain rich (contain at least 50% whole grains); or
  - The first ingredient is fruit, vegetable, dairy, or a protein food; or
  - Contain at least ¼ cup of fruit and/or vegetable; or
  - Contain 10% of the daily vitamins of calcium, potassium, vitamin D, or dietary fiber.
- Foods must also meet nutrient requirements:
  - Calorie limits for snack items must be less than or equal to 200 calories, with entrée items being less than or equal to 350 calories.
  - Sodium limits for snack items must be less than or equal to 230 mg, with entrée items being less than or equal to 480 mg.
  - Total fat limits must be less than or equal to 35% of calories; saturated fat must be less than 10% of calories; and there can be no trans fat.
  - Sugar is limited to less than or equal to 35% of the weight from total sugars in foods.
- There are also beverage nutrition standards. All schools may sell:
  - Plain water (with or without carbonation)
  - Unflavored low fat milk
  - Unflavored or flavored fat free milk alternatives permitted by the National School Lunch and Breakfast Programs
  - 100% fruit or vegetable juice
  - 100% fruit or vegetable juice diluted with water (with or without carbonation) and no added sweeteners

### **Financial Overview**

The Food and Nutrition Department is 100% self-supporting.

- Salaries and benefits, including those for the 1.5 custodians at each site, are 100% funded from Fund 510.
- Repairs and equipment replacement is 100% funded from Fund 510.
- All preventive maintenance is 100% funded from Fund 510.
- Site permits are funded from Fund 510 with matching funds from the District.
- Indirect costs are returned to the District from Food and Nutrition funds at the maximum allowable amount; \$392,000 was returned to the District in FY14.
- Because the Food and Nutrition Department is non-profit, the ending balance should not exceed three times the monthly operating cost. When in excess of what is allowable, the Department is required to reinvest funds for improvement of the program.
- When compared to districts (Tolleson Elementary, Pendergast Elementary, and Buckeye Union) whose food service programs are operated by a food service management company, Mrs. Luvisi stated that these districts receive significantly less in indirect costs from food service funds and that the management company costs tend to be much higher than self-operated food service programs.

### **Focused on Success**

The Food and Nutrition Department is committed to keeping their team focused on success.

- Listen to staff and students.
- Communicate their goals.
- Create incentives to ensure that staff continues to perform at their best and remain focused on the needs of students.
- Share and celebrate successes with each other, vendors, and other districts.

### **Coming Soon**

The Food and Nutrition Department anticipates the following to happen during the coming years.

- Back of the house software for inventory and menu analysis.
- Implementing new regulations from the USDA through the year 2020, particularly with sodium requirements.

## **ACTION /DISCUSSION ITEMS**

### **1. Travel Request – NSBA Annual Conference**

The National School Boards Association's 75<sup>th</sup> Annual Conference will take place March 21-23, 2015 in Nashville, Tennessee. The Conference provides an opportunity for the Superintendent and Governing Board members to choose from hundreds of workshops on a variety of topics tied directly to school districts. This professional development opportunity provides an avenue for additional knowledge that can be utilized in the governance of the District.

Mr. Moreno moved to approve the travel request for the Governing Board members and Superintendent to attend the March 21-23, 2015 NSBA Annual Conference in Nashville, Tennessee; seconded by Mr. Del Palacio. In a roll call vote, the motion carried 5-0.

### **2. Resolution – Signing of Vouchers**

The resolution authorizes any Governing Board member to sign vouchers during the current fiscal year.

Mr. Del Palacio moved to authorize the resolution allowing for the signing of vouchers in between Governing Board meetings for the remainder of the 2014-2015 fiscal year; seconded by Ms. Madruga. In a roll call vote, the motion carried 5-0.



**3. Minutes – December 9, 2014 Regular Meeting**  
All Governing Board members at that time were present.

Mr. Moreno moved to approve the December 9, 2014 Regular Meeting minutes; seconded by Mr. Moreno. In a roll call vote, the motion carried 3-0.

**Call for Executive Session**

Call for Executive Session: Pursuant to A.R.S. §38-431.03 A.1

Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee, or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee, or employee to determine whether the discussion or consideration should occur at a public meeting.

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

**Recess of Regular Meeting for Executive Session**

The Regular Meeting recessed at 7:13 p.m.

**Reconvening of Regular Meeting**

The Regular Meeting reconvened at 8:48 p.m.

**ACTION /DISCUSSION ITEMS**

**4. Superintendent's Performance Based Pay**

Pursuant to the Superintendent's Employment Agreement, Dr. Cunningham is entitled to performance based pay. The Superintendent shall have earned her performance based pay if a majority of the Board members who were present and who conducted the performance assessment on January 13, 2015 agree that the Superintendent earned an overall rating of exceptional or proficient in the categories of High Academic Achievement for All Students, Efficient and Effective Operational Practices, Highly Effective Staff District-wide, Engaging Families and Community Partners, and Safe and Oderly Schools.

Ms. Madruga moved to authorize the payment of the Superintendent's performance based pay for the period of July 1, 2014 through December 31, 2014; seconded by Mr. Villalon. In a roll call vote, the motion carried 5-0.

**FORMAL ADJORNMENT OF REGULAR MEETING**

Mr. Villalon 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 8:49 p.m.

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Mr. Steven Chapman, Governing Board President

# SUMMARY OF AGENDA ITEM

DATE: January 27, 2015  
TO: Dr. Lexi Cunningham and Governing Board Members  
SUBJECT: Transportation Department Update

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**PURPOSE:**

Lu Reddin, Transportation Director, will provide a department update to the Governing Board.

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

Governing Board policies EE through EEED pertain to Transportation.

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

Information pertaining, but not limited, to the following will be shared: goals, staffing, vehicle inventory, and day-to-day operations.

**BUDGET IMPACT AND COSTS:**

N/A

**RECOMMENDATION:**

Information only. Governing Board action is not required.

Submitted by: Karen Eubank Date: 1-21-15  
Approved by: Lexi Cunningham Date: 1-21-15

# SUMMARY OF AGENDA ITEM

DATE: January 27, 2015

TO: Dr. Lexi Cunningham and Governing Board Members

SUBJECT: Services Agreement with Arizona State University for the American Dream Academy – Realizing the American Dream

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## **PURPOSE:**

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

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

ASU's Center for Community Development and Civil Rights will provide training, known as the American Dream Academy – Realizing the American Dream, intended to help adults influential in the life of a student acquire the tools and knowledge necessary to help their students increase their academic achievement. The training is designed to develop skills and techniques which will enable parents to address the education needs of their school-aged children.

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

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

## **BUDGET IMPACT AND COSTS:**

The District will pay a capped fee of \$5,500 each for a ten (10) workshop program at each of the five (5) schools regardless of the number of parents graduating.

## **RECOMMENDATION:**

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

Submitted by:  Date: 1-21-15

Approved by:  Date: 1-21-15

**INTERGOVERNMENTAL AGREEMENT  
ARIZONA STATE UNIVERSITY  
and  
TOLLESON UNION HIGH SCHOOL DISTRICT**

This Agreement is entered into as of December 9, 2014, between the ARIZONA BOARD OF REGENTS, a body corporate, for and on behalf of ARIZONA STATE UNIVERSITY, American Dream Academy (“ADA”) and Tolleson Union High School District (“The District”).

Whereas this Agreement is designed to serve the District in student retention and dropout prevention; and

Whereas research has consistently and quantitatively demonstrated a correlation between parent involvement and student achievement; and

Whereas a strong indicator of student willingness to remain in school and achieve is based upon the student’s parents’ or guardians’ recognition of the importance of higher education; and

Whereas educating the parents or guardians of the importance of higher education serves to strengthen student retention at the high school level; and

Whereas educating the parents or guardians of “at-risk” students is an integral part of a student drop out prevention program, and

Whereas the District believes that participation in a holistic approach to drop-out prevention will provide the greatest degree of success and therefore inclusion of the parents or guardians in the program serves to carry out the mission of the District,

Now, therefore, the District and ADA hereby agree to enter into this Agreement to serve as a holistic component of a student dropout prevention program by carrying out the following duties and responsibilities:

A. Scope of Services:

Phase I: The American Dream Academy - Realizing the American Dream (RAD).

**For parents, guardians or other influential adults.**

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

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

- B. Location(s): All schools within the Tolleson Union High School District wishing to participate in the parent involvement program from January 1 through June 30, 2015.
- C. Walk-Through: Prior to the implementation of the program, ADA Staff will do a facility walk through at the School to specifically locate all rooms available for the morning and evening sessions as well as any other pertinent information such as accessible bathrooms for evening sessions, accessible parking lots for parents and staff, classroom signage, and information regarding other School personnel who will be available during evening sessions to assist in various logistical tasks, including opening of classrooms.
- D. School Procedures: The ASU American Dream Academy adheres to all School/District procedures such as lockdowns, fire drills, evacuations, etc. The ADA asks that the School provide advance notice, when possible, of any such event prior to program implementation so that the program team can be properly notified and informed.
- E. Fees: The district will be billed the capped fee of \$5,500 each for ten (10) workshop program at each participating school regardless of the number of parents graduating for a maximum cost of \$27,500 to the District. The District/School may at any time, request original signatures from parents as proof that a parent is a qualified graduate.
- F. Class Size: The American Dream Academy program is predicated on the notion that effective program outcomes are realized only when reasonably sized groups of parents participate in the program's activities. At least eight (8) parents from the same language group will be required in order to hold a class. The ADA staff will seek to meet with the principal to decide if the class should be cancelled or if other arrangements are necessary. While the program is only offered at this time in English and Spanish, interpreters can be arranged as necessary to expand access to this class to any interested parent or guardian.
- G. Security: Security and the enforcement of any and all other security related requirements on School property are the responsibility of the School. The ADA will adhere to any and all building regulations and expects all ADA staff and parent attendees to do so as well.
- H. Termination: This Agreement may be terminated by either party with 30 days' notice in writing.
- I. Additional School Requirements: The ADA shall comply with the applicable requirements as set forth under A.R.S. §15-512. Each School shall advise the ADA in advance as to the expected requirements and the ADA shall determine whether or not it is able to proceed with the course offering.
- J. Insurance: The ADA represents and warrants that it is insured through the State of Arizona, Department of Administration, pursuant to A.R.S. §41-621.
- K. Recruitment: The success of the program depends largely on a large-scale telephone recruitment campaign. The campaign is carried out by the American Dream Academy Call ADA. Thus, it is imperative that schools make available the school telephone list, at least two weeks prior to the start date of the program.
- L. Default and Remedies: Any one of the following events shall be deemed to be an "Event of Default" hereunder.

- i. Failure by either party to perform as specifically described herein.
- ii. A court having jurisdiction over any of the parties shall enter an order for relief in any involuntary case commenced against the applicable party as debtor under the Federal Bankruptcy Code or the entry of a court decree or order appointing a custodian, receiver, liquidator, assignee, trustee, or other similar official.

Upon the occurrence of an "Event of Default," the non-defaulting party (1) shall have all the remedies afforded by law and in equity; and (2) shall have the right to terminate this Agreement.

M. Miscellaneous:

- i. Each party shall be responsible for its and its agents' negligence, actions and omissions.
- ii. Neither party shall have the right to assign this Agreement without the prior written consent of the other party.
- iii. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective.
- iv. The laws of Arizona shall govern this Agreement, and the Arizona state courts shall have jurisdiction over its subject matter.
- v. Any notice required under this agreement shall be in writing and may either be given by personal delivery or sent by regular mail addressed to the following:

As to American Dream Academy:

Alejandro Perilla, Director  
American Dream Academy (ADA)  
Arizona State University  
542 E Monroe, Suite D-100  
Phoenix, AZ 85004  
Office: 602- 496-1020

As to District:

Dr. Lexi Cunningham  
Superintendent  
Tolleson Union High School District  
9801 W. Van Buren Street  
Tolleson, AZ 85395  
Office: 623-478-4001

Notice shall be deemed to be received upon presentment to the other party or upon three (3) days after mailing, if mailed postage prepaid by regular mail at the address set forth above for the respective party or at such changed address as may be subsequently submitted by written notice of either party.

vi. The ADA is an independent contractor and is not an employee of the School or School District. Neither the ADA nor any personnel of the ADA will for any purpose be considered employees or agents of the School. ADA assumes full responsibility for the actions of the ADA's personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits. Neither the School nor any personnel of the School will for any purpose be considered employees or agents of ADA. The School assumes full responsibility for the actions of the School's personnel and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits

vii. State of Arizona Provisions

a. Nondiscrimination: The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration and nondiscrimination, including the Americans with Disabilities Act.

If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

b. Conflict of Interest: This Agreement is subject to § 38-511 of the Arizona Revised Statutes. This Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of University is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of the other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.

c. Notice of Arbitration Statutes: Pursuant to § 12-1518 of the Arizona Revised Statutes, the parties acknowledge and agree, subject to the Arizona Board of Regents Policy 3-809, that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona superior court concerning a controversy arising out of this Agreement if required by § 12-133 of the Arizona Revised Statutes.

- d. Failure of Legislature to appropriate: If ADA's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ADA may provide written notice of this to Contractor and cancel this Agreement without further obligation of ADA. Appropriation is a legislative act and is beyond the control of ADA.
- e. The University and Facility recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C § 1232g). Facility agrees to comply with FERPA and to not make any disclosures of student educational records to third parties without prior notice to and consent from the University or as otherwise provided by law.

N. Authority: The individuals signing below on behalf of the Parties hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of each respective Party and that this Agreement is binding upon the Parties in accordance with its terms.

THE ARIZONA BOARD OF REGENTS  
Acting for and on behalf of ARIZONA STATE  
UNIVERSITY American Dream Academy.

TOLLESON UNION HIGH SCHOOL DISTRICT  
9801 W. Van Buren Street  
Tolleson, AZ 85353

By: \_\_\_\_\_  
Printed: Beatriz Rendón  
Title: Associate Vice President  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed: Dr. Lexi Cunningham  
Title: Superintendent  
Date: \_\_\_\_\_

ARIZONA STATE UNIVERSITY  
OFFICE OF GENERAL COUNSEL

ATTORNEY FOR  
TOLLESON UNION HIGH SCHOOL DISTRICT

By: Benjamin W. Larson  
Printed: Benjamin W. Larson  
Title: Associate General Counsel  
Date: 1-8-2015

By: Cathleen M. Dooley  
Printed: Cathleen M. Dooley  
Title: Attorney  
Date: 1-9-15



# SUMMARY OF AGENDA ITEM

DATE: January 27, 2015  
TO: Dr. Lexi Cunningham and Governing Board Members  
SUBJECT: Governing Board Expectations, Commitments, and Goals

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## **PURPOSE:**

Administration seeks Governing Board adoption of their expectations, commitments, and goals.

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

On January 10, 2015, a Special Meeting of the Governing Board was held. During the meeting, Dr. Cunningham facilitated a discussion on Governing Board expectations based on a combination of information the Governing Board received from the District's attorney, state law, and Governing Board policies relative to:

1. Communication
2. Agenda
3. Meeting preparation
4. Meeting
5. After the meeting
6. Site visits
7. Community communication

The commitment statements are based on Governing Board self-direction, whereas the goals are predicated on the five (5) TUHSD goals of:

1. High academic achievement
2. Efficient and effective operational practices
3. Highly effective staff district-wide
4. Engaging families and community partners
5. Safe and orderly schools

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

Transparency to students, staff, parents, and the community are of utmost importance to, and a priority of, the Governing Board. Adoption of the three (3) Governing Board documents – expectations, commitments, and goals – ensures that the Governing Board members, and the Governing Board as a whole, meets their objective.

## **BUDGET IMPACT AND COSTS:**

N/A

**RECOMMENDATION:**

It is recommended that the Governing Board adopt the Governing Board Expectations, Commitments, and Goals statements.

Submitted by: Karen Eubank Date: 1-21-15  
Approved by: Wai Ann Ngiam Date: 1-21-15



## **Tolleson Union High School District GOVERNING BOARD EXPECTATIONS**

### **COMMUNICATION**

The Governing Board can expect –

1. A weekly report from the Superintendent that will be delivered via District email.
2. To be notified by phone, email, or text as soon as possible as it relates to school emergencies, student emergencies, or staff emergencies.
3. The meeting packet and supporting documentation to be posted on the District website at least 48 hours prior to all regularly scheduled Governing Board meetings.
4. That all Governing Board members will receive the same information.
  - a. One member's request for new or additional information will result in all members receiving the same information.
  - b. Special communications are done for all members.
5. All staff, students, and community members to be treated with respect.
6. To be treated respectfully by the Superintendent and all staff.
7. Reasonable requests for additional information will be satisfied in a timely manner.

### **AGENDA**

The Governing Board can expect –

1. All Governing Board members have the right to request an item be placed on the agenda.
2. The Governing Board President will review and approve the agenda before it is posted.

3. A consent agenda will be used for items not requiring discussion.
4. Any Governing Board member may ask to have an item pulled from the consent agenda for discussion. The Governing Board member will notify the Superintendent by noon on the day of the meeting if there is the intent to pull an item. This will give staff time to gather additional information, if required.
5. Pulled consent agenda items will be discussed after the consent agenda vote.

### **MEETING PREPARATION**

The Governing Board can expect –

1. All Governing Board members will come to the meeting prepared to discuss items on the agenda.
2. That all Governing Board members will read the supporting documentation prior to meetings.
3. Governing Board members will contact the Superintendent with questions about agenda items and/or supporting materials a minimum of 48 hours prior to the scheduled meeting to allow the Superintendent and staff time to clarify questions, prepare documents, forward the information to all Governing Board members, and avoid surprises during the Governing Board meeting.

### **MEETING**

The Governing Board can expect –

1. That meeting agendas will be available to the public both on the District website and at the meeting.
2. Procedures for public comment are available on the District website and at the meeting. The public participation form is also available on the District website and at the meeting. The public will submit the form to the Executive Assistant to the Governing Board who will then give to the Governing Board President.

3. Only the Governing Board President will respond to any public comment given, if appropriate to do so. The Governing Board President may ask the Superintendent to research information presented during public comment.
4. The Governing Board President will ensure that only one Governing Board member speaks at a time and that all Governing Board members have an opportunity to participate.
5. All staff will model professional behavior at meetings.
6. Issues and not students, staff, or community members will be attacked during meetings.
7. All Governing Board members and staff will listen carefully and not engage in side conversations.
8. The Governing Board President, Superintendent, and staff will monitor for Open Meeting Law compliance.
9. To be presented with factual information prior to making decisions and should refrain from forming an opinion before receiving information.
10. Their time to be respected and meetings centered on the important work of the Governing Board.

### **AFTER THE MEETING**

The Governing Board can expect –

1. All Governing Board members and staff will support all decisions of the Governing Board.
2. All Governing Board members and staff will abide by confidentiality laws and expectations of executive sessions.
3. All documents, recordings, and reports are processed and maintained in accordance with District policy and State law.

## **SITE VISITS**

The Governing Board can expect –

1. That all schools welcome and encourage them to attend, as a spectator, as many school events as time permits.
2. All Governing Board members wishing to visit a school shall adhere to the following process in order to value the time of school administrators, teachers, and students, as well as promote school safety –
  - a. Request a site visit by contacting the Superintendent's Office a minimum of 36 hours in advance in order to comply with Open Meeting Law requirements, if necessary.
  - b. Check with the Executive Assistant to the Governing Board and Superintendent about the best time to visit a school and the intent of the visit.
  - c. Check in at the Reception Desk and then check in with the Principal.
  - d. Follow all campus and District expectations for visitors, as described in District policy.
  - e. Respect staff time and allow staff to perform their jobs.
  - f. Do not evaluate any staff.
  - g. Do not give direction to staff or students.
  - h. Do not accept any gifts or favors from any District employee or student.
3. If an issue is observed on campus, the concern should be communicated immediately with the school Principal or Superintendent.

## **COMMUNITY COMMUNICATION**

The Governing Board can expect –

1. To serve as community ambassadors and will positively represent the District.
2. That community meetings should be organized by staff and properly noticed per Open Meeting Laws so that all Governing Board members may attend.

3. The Superintendent or Executive Assistant to the Governing Board and Superintendent will serve as the media spokesperson for the District and Governing Board.
4. That all complaints received from staff or the community will be directed through the proper chain of command or to the Superintendent. Governing Board members can ensure that complaints are addressed in a timely manner by staff. Governing Board members should let community members know that they will listen but have no authority to solve problems.

Signed the 27<sup>th</sup> day of January, 2015.

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Steven Chapman, Member

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Devin Del Palacio, Member

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Corina Madruga, Member

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Vincent Moreno, Member

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Freddie Villalon, Member



## Tolleson Union High School District GOVERNING BOARD COMMITMENTS

As a member of the Tolleson Union High School District Governing Board, I will commit to –

1. Being a positive advocate of the Tolleson Union High School District.
2. Representing **all** students, staff, and schools.
3. Being transparent in all operations and communications with parents, students, staff, and community.
4. Adhering to all Governing Board policies, regulations, and exhibits, as well as state and federal laws.
5. Being supportive and respectful of my fellow Board members.
6. Ongoing Governing Board professional development.
7. Revisiting the Governing Board goals during the year.
8. Conducting an annual self-assessment of the Governing Board, including celebrating successes, acknowledging weaknesses, and striving to improve.
9. Being an active participant in Board meetings and visible at the sites (i.e., visiting schools, attending school activities).

Signed the 27<sup>th</sup> day of January, 2015.

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Steven Chapman, Member

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Devin Del Palacio, Member

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Corina Madruga, Member

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Vincent Moreno, Member

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Freddie Villalon, Member





## **Tolleson Union High School District GOVERNING BOARD GOALS**

### **HIGH ACADEMIC ACHIEVEMENT**

The Governing Board will support high academic achievement for all students by supporting the academic needs of all students in an equitable manner.

### **EFFICIENT AND EFFECTIVE OPERATIONAL PRACTICES**

The Governing Board will support efficient and effective operational practices by supporting the District's capital plan.

### **HIGHLY EFFECTIVE STAFF DISTRICT-WIDE**

The Governing Board will support highly effective staff district-wide by supporting strong recruiting, retention, and professional development efforts for all staff.

### **ENGAGING FAMILIES AND COMMUNITY PARTNERS**

The Governing Board will support engaging families and community partners by being visible on campus, supporting parent engagement programs, and being transparent in all operations and communication with parents, students, staff, and community.

### **SAFE AND ORDERLY SCHOOLS**

The Governing Board will support safe and orderly schools by supporting positive behavior support initiatives and meeting the safety needs of the campuses.

Signed the 27<sup>th</sup> day of January, 2015.

\_\_\_\_\_  
Steven Chapman, Member

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Devin Del Palacio, Member

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Corina Madruga, Member

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Vincent Moreno, Member

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

# SUMMARY OF AGENDA ITEM

DATE: January 27, 2015  
TO: Dr. Lexi Cunningham and Governing Board Members  
SUBJECT: First Reading – Policy GCQC; Resignation of Professional Staff Members

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**PURPOSE:**

Administration seeks Governing Board approval of the first reading of Policy GCQC; Resignation of Professional Staff Members.

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

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

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

Beginning with the 2013-2014 school year, when a professional (certified and administrative) staff members signed a contract for the next school year, then left the District prior to the expiration of that contract, the professional staff member was assessed a liquidated damages fee pursuant to contract language approved by the Governing Board. However, liquidated damages are not assessed if one or more of the following circumstances exist:

1. Internal/external promotion to a position involving supervision and/or advancement in title.
2. Personal health issues that render the professional staff member unable to perform the duties of the position.
3. Relocation outside of Maricopa County or the State of Arizona.

While this information was communicated with District staff on multiple occasions, the language was never made a part of Governing Board policy. Consequently, Policy GCQC; Resignation of Professional Staff Members has been revised to reflect the exceptions stated above, expanding the relocation to include “out of the country,” and to add one additional exception pertaining to retirement into the Arizona State Retirement System during the term of the contract.

**BUDGET IMPACT AND COSTS:**

N/A

**RECOMMENDATION:**

It is recommended that the Governing Board approve the first reading of Policy GCQC; Resignation of Professional Staff Members.

Submitted by:  Date: 1-21-15  
Approved by:  Date: 1-21-15

**RESIGNATION OF PROFESSIONAL  
STAFF MEMBERS**

All resignations or requests to be released from contract shall be presented in writing to the Board for approval. ~~A release from an uncompleted contract may be granted contingent upon the availability of a well-qualified, certificated teacher as a replacement.~~ Each year, the Governing Board will determine the contract language which may include a liquidated damages clause and the effective dates of that clause. Employees wishing to leave before the completion of their contract will be subject to the liquidated damages clause contained within the contract, unless they meet one (1) of the following exceptions:

- Retirement into the Arizona State Retirement System (ASRS) with prior advance notice (during annual issuance of contracts) and with the agreement that the employee will complete the semester or year during which they are eligible to retire;
- Internal or external promotion to a position that involves supervision or advancement in title and movement to a new contract template;
- Verified medical reasons; or
- Move out of county, state, or country beyond the employee's control.

The Superintendent will make the determination as to whether the employee has met the requirements of the listed possible exception(s) and make the recommendation to the Governing Board regarding the liquidated damages waiver.

A teacher who resigns contrary to this policy shall be deemed to have committed an unprofessional act and shall be subject to the penalty as provided under Arizona statutes and State Board of Education regulations.

*Adopted:* date of manual adoption

LEGAL REF.: A.R.S. 15-545  
                  23-353  
                  A.A.C. R7-2-205

# SUMMARY OF AGENDA ITEM

DATE: January 27, 2015

TO: Dr. Lexi Cunningham and Governing Board Members

SUBJECT: Proposed Increase to Liquidated Damages Fee for 2015-2016 School Year

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## PURPOSE

Administration seeks approval of an increase to the liquidated damages fee assessed against professional staff members who sign an employment contract and then leave TUHSD prior to the end of the contract.

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

Beginning with the 2013-2014 school year, professional staff members who signed an employment contract but left TUHSD prior to the end of the contract term, and who did not meet the criteria for exceptions, were assessed a liquidated damages fee of \$1,000. In addition to not being released from their employment contract, failure to pay the fee resulted in the professional staff member being reported to the Arizona Department of Education for unprofessional conduct. In addition, the professional staff member forfeited any Proposition 301 monies that would be due to them for the year in which he/she left the District.

For the 2013-2014 year, the following occurred:

# of Professional Staff Who Left TUHSD	# Who Met Exceptions	# Assessed Liquidated Damages	# Who Paid	# Who Did Not Pay
26	6	20	16	4

For the 2014-2015 year (to date), the following occurred:

# of Professional Staff Who Left TUHSD	# Who Met Exceptions	# Assessed Liquidated Damages	# Who Paid	# Who Did Not Pay
30	5	25	18	12

When a professional staff member and, in particular, a teacher leaves prior to the end of the contract term, it results in:

1. The need to find a substitute or replacement teacher who meets the highly qualified and properly certified criteria
2. If a substitute or replacement teacher cannot be found, the need to change students' schedules
3. When a student's schedule requires a change, the class the student is changed to results in a higher class size for the receiving teacher.
4. Ultimately, the students suffer due to the disruption in their schedule.

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

There is common knowledge that there is a teacher shortage in Arizona. When a professional staff member signs a binding employment contract and subsequently breaks that contract that, itself, is considered unprofessional conduct under the Arizona Revised Statutes. As previously stated, when a professional staff member leaves the District, and the reason does not fall to one of the allowable exceptions, the effect on the District is considerable. Administration recommends increasing the amount of liquidated damages assessed against a professional staff member from \$1,000 to \$2,500.

**BUDGET IMPACT AND COSTS:**

N/A

**RECOMMENDATION:**

It is recommended that the Governing Board approve the increase in the amount of liquidated damages assessed against a professional staff member when the staff member does not honor the terms of their employment contract from \$1,000 to \$2,500.

Submitted by: Mark Eubanks Date: 1-21-15  
Approved by: Leila Cunningham Date: 1-21-15