



**NOTICE OF PUBLIC MEETING**

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

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

**DATE: August 26, 2014**

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

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

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

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

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

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

Posted: August 21, 2014

By: Karyn Morse Eubanks, Executive Assistant to the Governing Board

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

**REGULAR MEETING**

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

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

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

**2. Pledge of Allegiance**

**3. Approval of the Regular Agenda**

Recommendation: That the Governing Board approve the Regular Agenda.

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

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

**4. Public Participation**

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

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

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

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

**5. Summary of Current Events**

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

**6. Approval of the Consent Agenda**

Recommendation: That the Governing Board approve the Consent Agenda.

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

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

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

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

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

## CONSENT AGENDA\* ITEMS

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

	<b>PDF PAGE #</b>
<b>*1. Human Resources</b>	
<b>A. Personnel Items</b>	<b>4-8</b>
Personnel items include recommendations and ratifications for various actions including employment, contract assignments and revisions, stipends, extra duty assignments, position changes, leaves of absence, retirements, resignations, and terminations.	
<b>*2. Financial Services</b>	
<b>A. Vouchers</b>	<b>9-10</b>
Prior to ratification at each Governing Board meeting, the Governing Board President, or designee, review vouchers and/or journal entries. Vouchers represent orders for payment of material, equipment, salaries, and services.	
<b>B. Resolution – Signing of Vouchers</b>	<b>11-12</b>
A change in Governing Board leadership necessitates the need for a new resolution.	
<b>*3. Superintendent’s Office</b>	
<b>A. College Readiness Systems Solutions Agreement for PSAT Exam</b>	<b>13-25</b>
The College Board’s Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning and increase students’ readiness for college expectations. Earlier involvement in the PSAT program will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process.	
<b>B. Minutes – August 12, 2014 Regular Meeting</b>	<b>26-38</b>
All Governing Board members were present.	

## ADJOURNMENT

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

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

## SUMMARY OF AGENDA ITEM

DATE: August 26, 2014  
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:**


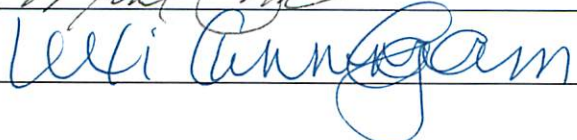
The personnel action recommendations are in the best interest of the District and those that it serves.

**BUDGET IMPACT AND COSTS:**

N/A

**RECOMMENDATION:**

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

Submitted by:  Date: 8-20-14  
Approved by:  Date: 8-20-14

# TUHSD HUMAN RESOURCES

**To:** Karyn Eubanks, Executive Assistant to the Superintendent and Governing Board  
**From:** Michael Stewart, Human Resources Director  
**Date:** August 14, 2014  
**Re:** Personnel Items, Governing Board Meeting, **08/26/14**

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

## CERTIFIED STAFF

### Extra Duty Assignments for Department Chairs

Adrian, Kristen	CCHS	Professional Development
Atkinson, Dacia	CCHS	Professional Development
Brown, John	CCHS	Professional Development
Doherty, Maryse	CCHS	Professional Development
Goodsell, Jeremy	CCHS	Professional Development
Johnson, Geoffrey	CCHS	Professional Development
Malave, Joy	CCHS	Professional Development
Oxford, Bo	CCHS	Professional Development
Torres, Mike	CCHS	Professional Development
Trembly, Lynn	CCHS	Professional Development
Cruz, Joe	LJCHS	Professional Development
Garcia, Raquel	LJCHS	Professional Development
Hoffman, Dave	LJCHS	Professional Development
Hughes, Richard	LJCHS	Professional Development
Lauletta, Gwen	LJCHS	Professional Development
Lucca, Nate	LJCHS	Professional Development
Muller, MaryAnn	LJCHS	Professional Development
Nowbath, Stephen	LJCHS	Professional Development
Turnbaugh, Lynette	LJCHS	Professional Development
Arviso, Christina	SLHS	Professional Development
Carranza, Desirae	SLHS	Professional Development
Figueroa, Daniel	SLHS	Professional Development
Franciotti, Deanna	SLHS	Professional Development
Fresquez, Lissa	SLHS	Professional Development
Lozano, Antonio	SLHS	Professional Development
Marshall, Tramane	SLHS	Professional Development
Ramirez, Amanda	SLHS	Professional Development
Schmidt, Christina	SLHS	Professional Development
Benson, Nicole	TUHS	Professional Development
Carlson, Aaron	TUHS	Professional Development
Carson, Joyce	TUHS	Professional Development
Hernandez, Alex	TUHS	Professional Development
Meana, Sara	TUHS	Professional Development
Peacock, Rosie	TUHS	Professional Development
Richardson, Scott	TUHS	Professional Development

Rodriguez, Amira	TUHS	Professional Development
Woodman, Diana	TUHS	Professional Development

Burns, Michelle	UHS	Professional Development
Goman, Daniel	UHS	Professional Development
Naylor, John	UHS	Professional Development
White, Natasha	UHS	Professional Development

Aronsohn, Liz	WHS	Professional Development
Camacho, Randy	WHS	Professional Development
Dixon, Lori	WHS	Professional Development
Lobo, Oscar	WHS	Professional Development
Macomber, Matthew	WHS	Professional Development
Mickadeit, Fritz	WHS	Professional Development
Mosco, Michele	WHS	Professional Development
Olderbak, Samuel	WHS	Professional Development
Williams, Darin	WHS	Professional Development

### **Coaches**

Abel, Zeke	LJCHS	Assistant Football Coach
Davis, Christopher	LJCHS	Assistant Football Coach
Deleon, Molley	LJCHS	Assistant Football Coach
Dourisseau, Devin	LJCHS	Assistant Football Coach
Dyer, Andrew	LJCHS	Assistant Football Coach
Fontes, Jon	LJCHS	Assistant Football Coach
Furco, Timothy	LJCHS	Assistant Volleyball Coach
Gessner, Ches	LJCHS	Assistant Football Coach
Heller, Kirsten	LJCHS	Head Spirit Line Coach
Jacinto, Vanessa	LJCHS	Athletic Trainer
Kovach, Zak	LJCHS	Head Girls Golf Coach
Lambert, Jacob	LJCHS	Head Cross Country Coach
Loughran, Lindsey	LJCHS	Athletic Trainer
Marrs, Larry	LJCHS	Assistant Football Coach; Weight Room Coordinator
Meza, David	LJCHS	Assistant Football Coach
Mitchell, Joshua	LJCHS	Head Football Coach
Nichols, Paige	LJCHS	Assistant Spirit Line Coach
Owen, Gregory	LJCHS	Head Volleyball Coach
Schwyyhart, William	LJCHS	Assistant Football Coach
Sereno, Justin	LJCHS	Assistant Football Coach
Violette, Gerard	LJCHS	Head Boys Golf Coach
Wallace, Grace	LJCHS	Assistant Cross Country Coach

Axman, Reid	SLHS	Head Cross Country Coach
Baldinelli, John	SLHS	Assistant Football Coach
Bihn, William	SLHS	Head Boys Golf Coach
Chinchilla, Christopher	SLHS	Assistant Football Coach
Ciesielczyk, Jacob	SLHS	Assistant Football Coach
Crow, Ross	SLHS	Head Football Coach
Diaz, Matias	SLHS	Assistant Volleyball Coach
Figueroa, Daniel	SLHS	Assistant Volleyball Coach
Franciotti, Adelina	SLHS	Head Spirit Line Coach
Furkert, Karen	SLHS	Assistant Volleyball Coach
Gordon, Samantha	SLHS	Athletic Trainer
Haagensen, Josh	SLHS	Weight Room Coordinator
Love, Brandon	SLHS	Assistant Football Coach

Marks, Ramon	SLHS	Assistant Boys Golf Coach
Palange, Alfred	SLHS	Assistant Football Coach
Perez, Sushlya	SLHS	Assistant Spirit Line Coach
Reeser, Steve	SLHS	Assistant Football Coach
Sanders, Joely	SLHS	Head Girls Golf Coach
Stout, Slate	SLHS	Assistant Football Coach
Trischan, James	SLHS	Assistant Football Coach
Young, Bleshea	SLHS	Assistant Spirit Line Coach
Zmolek, Megan	SLHS	Assistant Cross Country Coach

**Medical Leave of Absence Requests**

Figueroa, Breezy	SLHS	SPED Teacher
Hernandez, Daisy	SLHS	Guidance Advisor
Wilkes, Heidi	TUHS	Dance Teacher

**Rejected Contract**

Petock, Jessica	SLHS	English Teacher
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**Resignation, Release from 2014-2015 Employment Contract Contingent Upon Payment of Liquidated Damages**

Whalen, Scott	DO	District Mentor
Veloz, Joseph	WHS	Spanish Teacher

**CLASSIFIED STAFF**

**Employment of Personnel**

Keene, Brianna	DO	Substitute Bus Monitor
Keener, David	DO	Inventory and Property Control Specialist
Pogue, Chelsea	LA	Behavioral Specialist
Avalos, Rosa	LJCHS	Cafeteria Cashier
Serrata, Elisa	LJCHS	Instructional Assistant II
Urrabazo, Pauline	LJCHS	Cafeteria Cashier
Harris, Tiona	SLHS	Cafeteria Cashier
Pacheco, Georgia	WHS	Instructional Assistant I

**Position/Location Change**

Coolley, Maria	DO	From Cafeteria Manager (LJCHS) to Cafeteria Floater
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**Position Changes**

Chapa, Julie	DO	From Substitute Bus Monitor to Bus Monitor
Devere, Chamberlain	DO	From Substitute Bus Monitor to Bus Monitor
Foster, Tiffany	DO	From Substitute Bus Monitor to Bus Monitor
Jimenez, Maria	DO	From Substitute Bus Monitor to Bus Monitor
Lockwood, Jimmy	DO	From Substitute Bus Driver to Bus Driver
Marquez, Sarah	DO	From Substitute Bus Monitor to Bus Monitor

Villareal, Alyssa	TUHS	From Instructional Assistant I to Security Guard
Calderone, Socorro	WHS	From Instructional Assistant I to Instructional Assistant II

**Medical Leave of Absence Requests**

Chancey, Melissa	DO	Budget Analyst
Davis, Antoinette	SLHS	Cashier
Quiñonez, Maria	TUHS	Baker

**Coaches**

Hightower, Davaren	LJCHS	Assistant Football Coach
Jones, Marcus	LJCHS	Assistant Football Coach
Carroll, Steven	SLHS	Assistant Football Coach
Erickson, Cassandra	SLHS	Athletic Trainer
Wade, Robert	SLHS	Assistant Football Coach
West, Heidi	SLHS	Assistant Volleyball Coach

**Resignations**

Fish, Valentina	CCHS	Instructional Assistant I
Martinez, Angelina	CCHS	Cafeteria Cashier
Negrete, Andrea	CCHS	Instructional Assistant I
Watson, Lolita	CCHS	Cafeteria Cashier
Munoz, Jonathan	DO	Warehouse Clerk
Espinoza, Jessie	LJCHS	Clerical Support II/Attendance Clerk
Aguayo, Dulce	SLHS	Instructional Assistant I
Coon, Teodora	SLHS	Cafeteria Manager
Carlos, Diana	TUHS	SIS Manager
Machado, Irene	TUHS	Security Guard
Zendejas, Eduardo	TUHS	Security Guard
Cleveland, Jaymond	WHS	Behavior Specialist
Pittman, Roderic	WHS	Security Guard
Rouse, Amy	WHS	Cafeteria Cashier



# SUMMARY OF AGENDA ITEM

DATE: August 26, 2014  
TO: Dr. Lexi Cunningham and Governing Board Members  
SUBJECT: Vouchers

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**PURPOSE:**

Administration seeks Governing Board ratification of payroll vouchers #53 - #54 and #2 - #3 and expense vouchers #6133 - #6137 and #7007 - #7010.

**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: \$ 573,642.13  
Expense Vouchers: \$ 1,326,636.66

**RECOMMENDATION:**

It is recommended that the Governing Board ratify payroll vouchers #53 - #54 and #2 - #3 and expense vouchers #6133 - #6137 and #7007 - #7010.

Submitted by:  Date: 8/12/14  
Approved by:  Date: 8-12-14

**APPROVAL OF PAYROLL/EXPENSES VOUCHERS**

**RATIFY PAYROLL VOUCHERS:**

Voucher	53	\$	261.48
Voucher	54		1,116.39
Voucher	2		4,062.56
Voucher	3		568,201.70
<b>TOTAL</b>		<b>\$</b>	<b><u>573,642.13</u></b>

**RATIFY EXPENSE VOUCHERS:**

Voucher	6133	\$	32,500.96
Voucher	6134		11,555.66
Voucher	6135		22,513.48
Voucher	6136		67,599.35
Voucher	6137		50,273.51
Voucher	7007		69,039.69
Voucher	7008		78,539.01
Voucher	7009		83,686.03
Voucher	7010		910,928.97
<b>TOTAL</b>		<b>\$</b>	<b><u>1,326,636.66</u></b>

# SUMMARY OF AGENDA ITEM

DATE: August 26, 2014  
TO: Dr. Lexi Cunningham and Governing Board Members  
SUBJECT: Resolution – Signing of Vouchers

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**PURPOSE:**

Administration seeks Governing Board authorization of a resolution allowing for the signing of vouchers in between regular and special Governing Board meetings for the remainder of the 2014-2015 fiscal year.

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

A.R.S. §15-321, Organization; election of officers of the board; meetings; execution of warrants; exemption, paragraph (G) states, “An order on a county school superintendent for a salary or other expense shall be signed by a majority of the governing board. An order for salary or other expense may be signed between board meetings if a resolution to that effect has been passed prior to the signing at the regular or special meeting of the Governing Board and the order is ratified by the board at the next regular or special meeting of the Governing Board.” In addition, District Policy DK; Payment Procedures “... directs the prompt payment of salaries and bills...”

The recent change to the Governing Board presidency necessitates the need for a new resolution.

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

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

**BUDGET IMPACT AND COSTS:**

N/A

**RECOMMENDATION:**

It is recommended that the Governing Board authorize the resolution allowing for the signing of vouchers in between Governing Board meetings for the remainder of the 2014-2015 fiscal year.

Submitted by: Tracy McLaughlin Date: 8-20-14  
Approved by: Lexi Cunningham Date: 8-20-14

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

**PAYMENT PROCEDURES  
RESOLUTION**

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

WHEREAS, said statute provides that an order for salary or other expense may be signed between Board meetings if a resolution to that effect has been passed prior to the signing and that order is ratified by the Board at the next regular or special meeting of the Governing Board;

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

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

This resolution was moved, seconded, and passed at a meeting of the Tolleson Union High School District #214 Governing Board on August 26, 2014.

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

\_\_\_\_\_  
Vincent Moreno, President

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

\_\_\_\_\_  
Terri Hackett, Member

\_\_\_\_\_  
Sue Sornsin, Member

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

# SUMMARY OF AGENDA ITEM

DATE: August 26, 2014  
TO: Dr. Lexi Cunningham and Governing Board Members  
SUBJECT: College Readiness System Solutions Agreement for PSAT Exam

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**PURPOSE:**

Administration seeks Governing Board approval of the College Readiness System Solutions Agreement.

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

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning and increase students' readiness for college expectations.

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

Earlier involvement in the PSAT program will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process.

**BUDGET IMPACT AND COSTS:**

The cost per test per sophomore student is \$12.

**RECOMMENDATION:**

It is recommended that the Governing Board approve the College Readiness System Solutions Agreement.

Submitted by: *Taken Moore Eubanks* Date: 8-20-14  
Approved by: *Lexi Cunningham* Date: 8-20-14

**COLLEGE READINESS SYSTEM™ SOLUTIONS AGREEMENT****COLLEGE BOARD CONTRACT #: 2015S-K12-27058**

**THIS AGREEMENT**, including all appendices, exhibits, and schedules attached hereto (the "**Agreement**"), is made as of this 1st day of August, 2014 ("Effective Date"), by and between Tolleson Union High School District ("Client") and the College Board (the "**College Board**").

**WHEREAS**, the College Board shall make available, and Client may order the following College Board exams, products, and services related to College Readiness System™.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

**1.0 Services & Deliverables.** The College Board shall furnish Client with the following selected services and/or deliverables ("**Deliverables**") in accordance with the applicable Schedule attached hereto and incorporated herein by this reference:

**PSAT/NMSQT<sup>®1</sup> Exam**

The parties agree that purchases after the commencement date of this Agreement shall be added by a Schedule signed by both parties covering such exams, products, and/or services.

**2.0 Term & Termination.**

**2.1 Term.** This Agreement shall be for a term beginning as of August 1, 2014 and, unless sooner terminated as provided herein, will expire on June 30, 2015 ("**Initial Term**"). Client may renew this Agreement in twelve (12) month increments ("**Renewal Term**"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to the College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "**Term**." If the Term includes testing for the 2015-2016 academic year or after, for such period, this Agreement, including the applicable Schedule(s), will be revised to reflect operational changes associated with any redesigned assessments.

**2.2 Termination.** If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties, Ownership, or Confidentiality provisions, then the College Board shall have the right to terminate this Agreement immediately.

**2.2.1 Rights After Termination.** If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the deliverables under that Schedule shall cease, and Client shall; (a)

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<sup>1</sup> PSAT/NMSQT is a registered trademark of the College Board and the National Merit Scholarship Corporation and should be so noted in all communications.

immediately cease all use of the applicable deliverables and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, the College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

**2.2.2 Partial Payment Upon Termination.** Client will compensate the College Board for all services performed, products furnished, and licenses granted, including any costs associated with the initial deployment of resources in preparation for providing the services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by the College Board.

**2.2.3 Availability of Deliverables.** In addition to its other rights hereunder, the College Board may cease making certain Deliverables commercially available at any time by providing Client sixty (60) days written notice. In such event, the College Board will cease furnishing such Deliverable(s) under this Agreement and the Agreement shall continue in full force and effect, except for provisions specifically affecting such Deliverable(s). The College Board will refund Client any fees paid for the unused portion of such Deliverable(s).

**3.0 Fees and Payment.** Client shall pay those fees set forth in each Schedule for the services and deliverables furnished during the 2014–2015 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

**4.0 Taxes.** Client agrees to pay any sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished the College Board with a valid tax exemption certificate.

## **5.0 Representations and Warranties.**

**5.1 Authority.** Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

**5.2 College Board Services Warranty.** The College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

**5.3 College Board Disclaimer of Implied Warranties.** EXCEPT AS PROVIDED ABOVE, THE COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES AND DELIVERABLES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, THE COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE DELIVERABLES OR THE RESULTS OBTAINED THEREFROM OR THAT THE DELIVERABLES WILL SATISFY CLIENT'S REQUIREMENTS.

**6.0 Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND THE

COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR THE COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7.0 Indemnification.** To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend the College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "**Damages**") provided, however, that Client shall not be obligated to indemnify the College Board to the extent such Damages are caused directly by the negligence or willful misconduct of the College Board.

**8.0 Ownership of Intellectual Property.** Client agrees and acknowledges that all intellectual property provided under or pertaining to the Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

## **9.0 Miscellaneous.**

**9.1 Cooperation.** Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for the College Board to furnish the Deliverables as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

**9.2 Force Majeure.** No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism, government action, curtailment of transportation facilities, Client's failure to cooperate as described in Section 9.1 (Cooperation), labor strikes, governmental authority, or all other events beyond the reasonable control of the party claiming rights under this Section (a "**Force Majeure Event**"); provided that the College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). The College Board's obligation to furnish the Deliverables shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Deliverables is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.



**9.3 Governing Law.** This Agreement is governed by the laws of the State of Arizona, U.S.A. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction.

**9.4 Notices.** All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a “read-receipt” which acknowledges recipient’s opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

**To College Board:**  
K-12 Contract Management

The College Board  
45 Columbus Avenue  
New York, NY 10023  
Tel: (212) 373-8796  
Email:

contractsmanagement@collegeboard.org

**With a copy to**  
Legal Department

The College Board  
45 Columbus Avenue  
New York, NY 10023  
Tel: (212) 713-8000  
Email:

Legalnotice@collegeboard.org

**To Client:**

Dr. Lexi Cunningham  
Superintendent  
Tolleson Union High School District  
9801 West Van Buren Street  
Tolleson, AZ 85353  
Tel: (623) 478-4001

**9.5 Publicity.** Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the products, services, and deliverables provided for under this Agreement.

**9.6 Relationship of the Parties.** The relationship of the Client and the College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. The College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and the College Board recognize and agree that the College Board is an independent contractor.

**9.7 Third-Party Rights.** Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

**9.8 Survival.** It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

**9.9 Amendment; Waiver.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**9.10 Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

**9.11 Order of Precedence.** In the event of conflict between the terms and conditions of any Schedule and the Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any License or Deliverable to ensure prompt payment for services and deliverables received under this Agreement (“Client Purchase Order”). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall override any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that the College Board may delay and/or withhold furnishing Licenses or Deliverables if Client fails to issue the Client Purchase Order for such License or Deliverable, as applicable, prior to the scheduled delivery date for such License or Deliverable.

**9.12 Headings.** Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

**Integration, Execution and Delivery.** The Agreement includes the Schedules attached hereto and constitutes the entire agreement between the College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the Agreement and no waiver by a party of any right under the Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.

**TOLLESON UNION HIGH SCHOOL  
DISTRICT****THE COLLEGE BOARD**

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**Signature****Dr. Lexi Cunningham**

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**Name**

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**Superintendent**

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**Title**

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**Date**

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**Signature****Stacy Caldwell**

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**Name**

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**Vice President**

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**Title**

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**Date**

**PSAT/NMSQT  
EARLY PARTICIPATION PROGRAM  
FIXED FEE SCHEDULE**

**I. SCOPE OF WORK**

The College Board's Early Participation Program ("Early Participation Program") is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT program will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process. The College Board supports this initiative by providing districts with access to additional savings and associated deliverables when districts pay to engage at least one entire grade of sophomore students in taking the PSAT/NMSQT ("Participating Grade"). Shifting this financial obligation from the student to the district provides greater access for pre-junior students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

The College Board shall furnish the PSAT/NMSQT and the following deliverables and reports ("Services and Deliverables") to the schools designated by the Client in the Section III (List of Participating Schools) ("Participating Schools").

**A. Description of Services and Deliverables.**

**1. Standard PSAT/NMSQT Program Deliverables**

- 1.1 PSAT/NMSQT test materials (student guides and test booklets)
- 1.2 PSAT/NMSQT Score Report Plus (two copies per student)
- 1.3 Official Educator Guide to the PSAT/NMSQT (one per school)
- 1.4 School-level Summary Reports (one per school) (Available for schools testing at least 50 sophomores and 50 juniors. All other schools receive statistical summary reports).
- 1.5 ScoreWrite: A Guide to Preparing for the SAT Essay (online access)
- 1.6 School-level Summary of Answers and Skills (SOAS) Reports (Available for schools testing at least 50 sophomores and 50 juniors. All other schools receive statistical summary reports)
- 1.7 School-level AP Potential™ access
- 1.8 My College QuickStart™ access, including MyRoad™, for students who take the PSAT/NMSQT

**2. Early Participation Program Deliverables**

- 2.1 Unused test fees waived for all Participating Schools
- 2.2 District-level AP Potential access for multi-high school districts
- 2.3 District-level Summary of Answers and Skills (SOAS) Report for multi-high school districts
- 2.4 District-level Student Data Disk <sup>2</sup>
- 2.5 District-level System Summary Report

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<sup>2</sup> The data will be provided on CD-ROM in the file format specified in the College Readiness Budget Schedule. It is the responsibility of the District to share this data with Participating Schools.

The Client acknowledges that successful implementation of the Early Participation Program is contingent on the Client requiring 100% of their high schools<sup>2</sup> to participate under this Agreement.

## II. PSAT/NMSQT TERMS AND CONDITIONS

A. **Ownership of Intellectual Property.** The College Board is the exclusive owner of all rights in and to the PSAT/NMSQT examination, all individual test items (questions) and all data collected there from, including but not limited to all individually identifiable information collected under the registration and administration of the exam. In addition, the College Board is the exclusive owner of MyRoad, My College QuickStart, and the publications and reports described in Section I (Scope of Work), including all copyrights, trademarks<sup>3</sup>, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively "College Board Intellectual Property"). The Client acknowledges and agrees that, nothing in this Schedule shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

B. **Student Reports.** The College Board hereby grants the Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for internal purposes only, which includes district-wide training sessions, as long as the data used during training preserves the confidentiality of students. The Client may not use or distribute the score reports externally or to third parties without the express written consent of the College Board.

C. **Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Schedule, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Schedule and to the extent permitted by law, neither party will authorize or permit the other party's Confidential Information to be disclosed to any third party, provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order.

D. **Required Information.** The Client shall furnish the College Board with: (i) a list of participating high schools with their respective High School Code as prescribed in Section III (List of Participating Schools); (ii) a review of estimated student enrollment from a public data source as prescribed in Section IV (Fee Calculation For Service and Deliverables); and (iii) the Client's contacts as prescribed in Section V (Contact Information), incorporated by reference herein. The Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section IV (Fee Calculation For Service and Deliverables). Changes to the list of participating high schools cannot be made after **September 12, 2014**. Schools without a valid high school code must submit a high school request form by **September 1, 2014**.

In the event that: (i) any of the Client's schools are omitted from the List of Participating Schools ("Omitted Schools") or listed without valid high school codes, then such schools shall not be covered under this Schedule and (ii) students in Participating Schools that incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule as outlined in Section I (Scope of Work).

### III. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	HIGH SCHOOL CODE
Copper Canyon High School, Glendale	030626
La Joya Community High School, Avondale	030008
Sierra Linda High School, Phoenix	030637
Tolleson Union High School, Tolleson	030445
University High School, Tolleson	030746
Westview High School, Avondale	030327

### IV. FEE CALCULATION FOR SERVICE AND DELIVERABLES

The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ("Budget Schedule"), and the official Free and Reduced Priced Lunch (FRPL) percentage of the Client. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule the fee calculation represents a greater discount. Please see the table below for specifics.

	Multiple Assessments and/or Grades	Single Assessment and Grade
Free and Reduced Price Lunch (FRPL)	PSAT/NMSQT per student	PSAT/NMSQT per student
<25%	\$11.00	\$13.00
>=25%	\$10.50	\$12.00

Clients will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT/NMSQT examination. The enrollment and total cost indicated in the Budget Schedule are estimates; the Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

If the Client determines, after the signing of this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (increase or decrease), the Client must provide the College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on

official letterhead, to: PSAT/NMSQT Early Participation Program, College Board, 45 Columbus Avenue, New York, NY 10023 no later than **October 31, 2014**

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the Client. If enrollment figures provided by the Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the full test fee of \$14.00 per student. The College Board will cooperate with the Client regarding the time to remit payment for such fees.

No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT examination. Furthermore, there are no fee waivers granted for juniors should they be covered under this Schedule.

**V. CLIENT CONTACT INFORMATION**

	Primary <sup>3</sup>	Data Recipient <sup>4</sup>	Billing <sup>5</sup>
Name:	Dr. Lexi Cunningham	Dr. Lexi Cunningham	Tracy McLaughlin
Title:	Superintendent	Superintendent	Director of Finance
Address:	9801 West Van Buren Street	9801 West Van Buren Street	9801 West Van Buren Street
City/State/Zip:	Tolleson, AZ 85353	Tolleson, AZ 85353	Tolleson, AZ 85353
Phone:	(623) 478-4001	(623) 478-4001	(623) 478-4000
Fax:			
Email:	Lexi.cunningham@tuhsd.org	Lexi.cunningham@tuhsd.org	tracy.mclaughlin@tuhsd.org

<sup>3</sup> The person to whom the College Board should direct primary communications.

<sup>4</sup> The person to whom the College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

<sup>5</sup> The person to whom the College Board should send the invoice for this Schedule, if different from the Primary Contact.



**BUDGET SCHEDULE**

	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>	<u>Discount</u>	<u>Total Cost</u>
<i>Initial Year: 2014-15 Products and Services</i>					
PSAT/NMSQT District Level Student Data File - Excel Ready	1	\$50.00	\$50.00	(\$50.00)	\$0.00
<b><i>Sub Total for Initial Year: 2014-15 Products and Services</i></b>			<b><i>\$50.00</i></b>	<b><i>(\$50.00)</i></b>	<b><i>\$0.00</i></b>
<i>PSAT New</i>					
PSAT/NMSQT EPP Fixed-Fee 10th Grade	2742	\$14.00	\$38,388.00	(\$5,484.00)	\$32,904.00
<b><i>Sub Total for PSAT New</i></b>			<b><i>\$38,388.00</i></b>	<b><i>(\$5,484.00)</i></b>	<b><i>\$32,904.00</i></b>
<b><i>Total</i></b>			<b><i>\$38,438.00</i></b>	<b><i>(\$5,534.00)</i></b>	<b><i>\$32,904.00</i></b>

# SUMMARY OF AGENDA ITEM

DATE: August 26, 2014  
TO: Dr. Lexi Cunningham and Governing Board Members  
SUBJECT: Minutes – August 12, 2014 Regular Meeting

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**PURPOSE:**

Administration seeks Governing Board approval of the August 12, 2014 Governing Board Regular Meeting 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:**

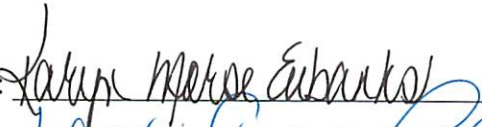
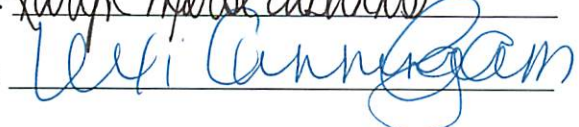
In accordance with Open Meeting laws, Governing Board meetings are recorded and transcribed for the benefit of the public who have an interest in the discussions of and actions taken by Governing Board members at scheduled Governing Board meetings.

**BUDGET IMPACT AND COSTS:**

N/A

**RECOMMENDATION:**

It is recommended that the Governing Board approve the August 12, 2014 Governing Board Regular Meeting minutes.

Submitted by:  Date: 8-20-14  
Approved by:  Date: 8-20-14



## TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214

### GOVERNING BOARD MINUTES

#### REGULAR MEETING

TUESDAY, AUGUST 12, 2014

DISTRICT ADMINISTRATIVE CENTER  
9801 W. VAN BUREN STREET  
TOLLESON, ARIZONA

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

#### **Pledge of Allegiance**

Mrs. Hackett led in reciting the Pledge of Allegiance.

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

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

#### **Celebration**

Dr. Cunningham thanked Plant Managers Mike Cerda (Tolleson Union High School), Tim Johns (Westview High School), Ray Morin (La Joya Community High School), Peter Vallone (Copper Canyon High School), and Frank Gonzales (Sierra Linda High School), along with Richard Oros, Executive Director of Facilities Management, for their dedication to the District and, in particular, their hard work preparing District facilities for the 2014-2015 school year. Mr. Oros stated that the common goal of the Facilities Management Department is to take care of the District and that, along with the Plant Managers, the hard work of the specialties staff and the groundskeepers is to be acknowledged, as well as that of office staff Cruzita Mendoza and Raquel Gutierrez.

#### **Reorganization of the Governing Board for the Remainder of 2014**

At the request of Governing Board President Mrs. Hackett, the Governing Board was reorganized for the remainder of the 2014 calendar year. Mr. Moreno will serve as Governing Board President, while Mr. Chapman will continue as Governing Board Vice President.

#### **Public Participation**

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

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

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

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

- Dr. Cunningham thanked Mrs. Hackett for her leadership as President of the Governing Board.
- Five (5) of the District's schools improved their letter grade from a C to a B. University High School is, once again, an A school, one of the top five (5) schools in Arizona, and #1 in Maricopa County.

- Freshman Focus Day was a success, as was the first day of school for all students. More than 11,000 students are currently enrolled. Dr. Cunningham shared a presentation of back-to-school activities.

**Governing Board**

There were no remarks from Governing Board members.

**Approval of the Consent Agenda**

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

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

No items were removed.

**CONSENT AGENDA \* ITEMS**

**Human Resources \***

**A. Personnel Items**

**ADMINISTRATIVE STAFF**

**Employment of Personnel**

Peters, Russell	WHS	Assistant Principal/Discipline and Attendance
<b><u>Longevity Stipends</u></b>		
Haskins, Brandi	LJCHS	Per Principal Salary Schedule (9 years)
McClendon, Paul	LJCHS	Per Assistant Principal Salary Schedule (11 years)
<b><u>School Size Stipends</u></b>		
Molina, Ernest	TUHS	Per Principal Salary Schedule
Wilson, Michele	WHS	Per Principal Salary Schedule

**CERTIFIED STAFF**

**Employment of Personnel**

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

**Employment of Personnel (Continued)**

Francois, Carrie	DO	Guest Teacher
Howard, Katherine	DO	Guest Teacher
Sereno, Justin	DO	Guest Teacher
Silva, Joseph	DO	Guest Teacher
Bylsma, Jason	LJCHS	CTE
Ingram, Kylee	LJCHS	Biology
Lewis, Jeremy	LJCHS	Biology
Recio, Bridget	LJCHS	English
Rosenberger, John	LJCHS	English
Schmunk, Greg	LJCHS	Special Services
Shriver, Brenda	LJCHS	Biology
Clark, Ty	SLHS	Special Services
Falvo, Cheryl	SLHS	English
Garcia, Edith	SLHS	Wellness
Roman, Victoria	SLHS	ELL
Schweikert, John	SLHS	Math
Beland, Lynda	TUHS	Special Services
Estupinan, Alba	TUHS	Spanish
Hernandez, Daisy	TUHS	English
Kuehn, Deborah	TUHS	CTE
Minton, Tyler	TUHS	Science
Schweikert, Kathleen	TUHS	English
Simons, Crystal	TUHS	Guidance
Beadle, Dana	WHS	English
Faiello, Rebecca	WHS	Special Services
Olson, Katie	WHS	ELA

**Position Changes**

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

**Extra Duty Stipends**

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

**National Board Certification Stipend**

McClellan, Susan	UHS	Per Certified Salary Schedule
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**Extra Duty Assignments for Professional Development**

Abbott, Richard	CCHS	Synergy, Gradebook, and My Big Campus
Adrian, Kristen	CCHS	S3/PBIS Leadership Team Training
Armenta, Morgan	CCHS	IEP and MET Support

**Extra Duty Assignments for Professional Development (Continued)**

Atkinson, Ryan	CCHS	Synergy, Gradebook and My Big Campus; SPED Summer Institute
Bauer, Maury	CCHS	CPI Workshop
Coffman, Carren	CCHS	Title I Schedule Changes: Math and Reading
Conners, Erin	CCHS	S3/PBIS Leadership Team Training
Daly, Ken	CCHS	Synergy, Gradebook, and My Big Campus
Doherty, Maryse	CCHS	Synergy, Gradebook, and My Big Campus
Echeverria, Erendira	CCHS	S3/PBIS Leadership Team Training
Ernster, Rachelle	CCHS	S3/PBIS Leadership Team Training
Gammon, Michelle	CCHS	Integrating Technology; Synergy, Gradebook, and My Big Campus; Title I Reading Program
Goodsell, Jeremy	CCHS	Synergy, Gradebook, and My Big Campus
Hahs, Melody	CCHS	SPED Workshops
Huckins, Stephanie	CCHS	Synergy, Gradebook, and My Big Campus
Ingersoll, Faith	CCHS	E-IEP Pro Training and SPED Summer Institute
Johnson, Curtis	CCHS	Summer Technology Training Series
Johnson, Jennifer	CCHS	Synergy, Gradebook, and My Big Campus
Jones, Lauren	CCHS	SPED Summer Institute
Khoo, Li Pei	CCHS	S3/PBIS Leadership Team Training
Klunk, Andrew	CCHS	Integrating Technology; Synergy, Gradebook, and My Big Campus
Malave, Joy	CCHS	Integrating Technology; Synergy, Gradebook, and My Big Campus; Title I Reading Program; Title I Curriculum Development: Transition to AZCCRS
Mitchell, Jason	CCHS	Integrating Technology
Muhammad-Douglas, Linda	CCHS	Title I Reading Program
Newman, Jeff	CCHS	S3/PBIS Leadership Team Training
Oxford, Bo	CCHS	S3/PBIS Leadership Team Training
Potter, Melissa	CCHS	E-IEP Pro Training and SPED Summer Institute
Purdy, Linda	CCHS	Synergy, Gradebook, and My Big Campus
Riggers, Warren	CCHS	Synergy, Gradebook, and My Big Campus
Riggs, Randahl	CCHS	CTE Strategic Planning and Curriculum Writing
Schaefer, Cara	CCHS	S3/PBIS Leadership Team Training
Stagliano, Joseph	CCHS	SPED Workshops
Seckinger, Kristal	CCHS	SPED Summer Institute
Stagliano, Joseph	CCHS	S3/PBIS Leadership Team Training
Stuart, Seth	CCHS	S3/PBIS Leadership Team Training
Sweat, Sara	CCHS	E-IEP Pro Training and SPED Summer Institute
Tandel, Tiffany	CCHS	Synergy, Gradebook, and My Big Campus
Trembly, Lynn	CCHS	Integrating Technology; Synergy, Gradebook, and My Big Campus
Eavey, James	CEA	SPED Summer Institute
Bjork, Dawn	DO	Induction MWM Planning
Suggs, Tara	DO	Induction MWM Planning
Virgil, Leigh	LA	SPED Summer Institute

**Extra Duty Assignments for Professional Development (Continued)**

Alaniz, Kevin	LJCHS	SPED Summer Institute
Dabney, Darrell	LJCHS	SPED Summer Institute
Dille, Aaron	LJCHS	Synergy, Gradebook, and My Big Campus
Durrant, Mira	LJCHS	SPED Summer Institute
Dyer, Andrew	LJCHS	SPED Summer Institute
Eaton, Heather	LJCHS	Integrating Technology
Eggleston, MaryJean	LJCHS	IEP and MET Support; Synergy, Gradebook, and My Big Campus
Gonzalez, Michael	LJCHS	Integrating Technology
Hughes, Richard	LJCHS	Title I Reading Program
Lambert, Jacob	LJCHS	SPED Summer Institute; Synergy, Gradebook, and My Big Campus
Lauletta, Gwen	LJCHS	Synergy, Gradebook, and My Big Campus
Lohman, Rachel	LJCHS	E-IEP Pro Training and SPED Summer Institute
Loughran, Lindsey	LJCHS	CTE Strategic Planning and Curriculum
Lucca, Nate	LJCHS	Professional Development: Synergy, Gradebook and My Big Campus
Mikkelsen, Camille	LJCHS	E-IEP Pro Training and SPED Summer Institute
Nichols, Janeen	LJCHS	SPED Workshops
Nichols, Paige	LJCHS	CTE Strategic Planning and Curriculum Writing
Nowbath, Stephen	LJCHS	Synergy, Gradebook, and My big Campus
Perez, Peter	LJCHS	CTE Strategic Planning and Curriculum Writing
Rowley, Vikki	LJCHS	Title I Reading Program; Title I Placement Testing for Reading
Sanchez, Fernando	LJCHS	Title I Reading Program
Sepulveda, Fernando	LJCHS	Synergy, Gradebook, and My Big Campus
Simpson, Troy	LJCHS	E-IEP Pro Training and SPED Summer Institute
Summers, George	LJCHS	Integrating Technology
Turnbaugh, Lynette	LJCHS	Integrating Technology; Synergy, Gradebook, and My Big Campus
Valenzuela, Ernestina	LJCHS	CTE Strategic Planning and Curriculum Writing
Vandernaalt, Shawn	LJCHS	CTE Strategic Planning and Curriculum Writing
Virgen, Alam	LJCHS	Integrating Technology
Virgil, Jose	LJCHS	CPI Workshop
White, Angelica	LJCHS	CTE Strategic Planning and Curriculum Writing
Winans, Debi	LJCHS	SPED Summer Institute
Wright, Alana	LJCHS	SPED Workshops
Arviso, Christina	SLHS	Synergy, Gradebook, and My Big Campus S3/PBIS Leadership Team Training
Brady, Sondra	SLHS	CTE Strategic Planning and Curriculum Writing
Branch, Verity	SLHS	IEP and MET Support
Brooks, Meggan	SLHS	Synergy, Gradebook, and My Big Campus
Clark, Ty	SLHS	E-IEP Pro Training and SPED Summer Institute
Contreras, Sara	SLHS	SPED Workshops; S3/PBIS Leadership Team Training
Dima, Valentina	SLHS	Synergy, Gradebook, and My Big Campus
Echeverria, Erendira	SLHS	S3/PBIS Preparation and Transition Planning
Favaro, Taylor	SLHS	CTE Strategic Planning & Curriculum Writing S3/PBIS Leadership Team Training

**Extra Duty Assignments for Professional Development (Continued)**

Figueroa, Breezy	SLHS	SPED Summer Institute
Franciotti, Deanna	SLHS	S3/PBIS Leadership Team Training Title I Reading Program; Title I Placement Testing for Reading
Fresquez, Lissa	SLHS	Integrating Technology; Synergy, Gradebook, and My Big Campus; S3/PBIS Leadership Team Training
Given, Diana	SLHS	Synergy, Gradebook, and My Big Campus
Gordon, Samantha	SLHS	CTE Strategic Planning and Curriculum Writing
Haagensen, Joshua	SLHS	Synergy, Gradebook, and My Big Campus; S3/PBIS Leadership Team Training
Hernandez, Daisy	SLHS	CTE Strategic Planning and Curriculum Writing
Lebrecht, Terri	SLHS	CTE Strategic Planning and Curriculum Writing
Love, Brandon	SLHS	E-IEP Pro Training and SPED Summer Institute
Lozano, Antonio	SLHS	Synergy, Gradebook, and My Big Campus
Marks, Ramon	SLHS	S3/PBIS Leadership Team Training
Marshall, Tramane	SLHS	Integrating Technology; Synergy, Gradebook, and My Big Campus
Meyer, Michael	SLHS	E-IEP Pro Training and SPED Summer Institute
Ostrowski, Tiffany	SLHS	CTE Strategic Planning and Curriculum Writing; S3/PBIS Leadership Team Training
Pacheco, Christy	SLHS	Title I Reading Program
Perez, Sushyla	SLHS	CTE Strategic Planning and Curriculum Writing; S3/PBIS Leadership Team Training
Ray, Belinda	SLHS	SPED Summer Institute
Richards, Angela	SLHS	E-IEP Pro Training and SPED Summer Institute
Ross, Larry	SLHS	S3/PBIS Leadership Team Training
Saenz, Sonia	SLHS	CTE Strategic Planning and Curriculum Writing
Saldamando, Denise	SLHS	CTE Strategic Planning and Curriculum Writing
Sanders, Joely	SLHS	CTE Strategic Planning and Curriculum Writing
Sanchez, Ruth	SLHS	Synergy, Gradebook, and My Big Campus
Shelkin, Judi	SLHS	CTE Strategic Planning and Curriculum Writing
Sgrillo, Elizabeth	SLHS	Integrating Technology; Synergy, Gradebook, and My Big Campus
Slaybaugh, Chad	SLHS	CPI Workshop
Snowsill, Mary	SLHS	S3/PBIS Preparation and Transition Planning
Vasquez, Whoopi	SLHS	E-IEP Pro Training and SPED Summer Institute
Zmolek, Meg	SLHS	S3/PBIS Leadership Team Training
Anibas, Karla	TUHS	CTE Strategic Planning and Curriculum Writing
Barnes, Grace	TUHS	CTE Strategic Planning and Curriculum Writing
Barry, Dennis	TUHS	CTE Strategic Planning and Curriculum Writing
Bealer, Eric	TUHS	CTE Strategic Planning and Curriculum Writing
Carrillo, Salvador	TUHS	Title I Reading Program
Carter, Sheila	TUHS	Synergy, Gradebook, and My Big Campus
Corral, Alonzo	TUHS	CTE Strategic Planning and Curriculum Writing
DeVera, Maria	TUHS	E-IEP Pro Training and SPED Summer Institute
Fedina, Tabitha	TUHS	Synergy, Gradebook, and My Big Campus
Finch, Stephanie	TUHS	CTE Strategic Planning and Curriculum Writing



**Extra Duty Assignments for Professional Development (Continued)**

Flick, David	TUHS	SPED Summer Institute
Gonzalez, Stephanie	TUHS	Integrating Technology
Gulick, Rose	TUHS	Synergy, Gradebook, and My Big Campus
Hernandez, Alex	TUHS	Synergy, Gradebook, and My Big Campus
Knudsen, Niels	TUHS	CTE Strategic Planning and Curriculum Writing
Kosterman, Kristy	TUHS	SPED Summer Institute
Kuehn, Deborah	TUHS	CTE Strategic Planning and Curriculum Writing
Loebe, Kathy	TUHS	CTE Strategic Planning and Curriculum Writing
Lopez-Vejar, Patricia	TUHS	CTE Strategic Planning and Curriculum Writing
Meana, Andrew	TUHS	IEP & MET Support; Synergy, Gradebook, and My Big Campus
Meana, Sara	TUHS	Synergy, Gradebook, and My Big Campus
Miley, Whitney	TUHS	E-IEP Pro Training and SPED Summer Institute; Synergy, Gradebook, and My Big Campus
Montalvo, Sergio	TUHS	CPI Workshop
Pacil, Dawn	TUHS	Synergy, Gradebook, and My Big Campus
Peacock, Rosie	TUHS	Title I Reading Program
Phillips, Brandi	TUHS	CTE Strategic Planning and Curriculum Writing
Rhoades, Tallyn	TUHS	Synergy, Gradebook, and My Big Campus
Richardson, James	TUHS	E-IEP Pro Training and SPED Summer Institute
Rodriguez, Amira	TUHS	Synergy, Gradebook, and My Big Campus
Rodriguez, Lucia	TUHS	Synergy, Gradebook, and My Big Campus
Schlomach, Brenda	TUHS	Synergy, Gradebook, and My Big Campus
Schweikert, Kathleen	TUHS	Title I Reading Program
Sobampo, Elena	TUHS	CTE Strategic Planning and Curriculum Writing
Soto, Portia	TUHS	Synergy, Gradebook, and My Big Campus; Title I Reading Program; SPED Summer Institute
Thornton, James	TUHS	SPED Summer Institute
Vespignani, David	TUHS	SPED Summer Institute
Wilbur, Jeffery	TUHS	SPED Summer Institute
Wolochuk, Andrea	TUHS	CTE Strategic Planning and Curriculum Writing
Yound, Wayne	TUHS	CTE Strategic Planning and Curriculum Writing
Ochoa, Brigitte	UHS	CTE Strategic Planning and Curriculum Writing
Arenas, Steven	WHS	Synergy, Gradebook, and My Big Campus
Blumenthal, Brittani	WHS	Synergy, Gradebook, and My Big Campus
Brax, David	WHS	Synergy, Gradebook, and My Big Campus
Buensuceso, Monica	WHS	CTE Strategic Planning and Curriculum Writing
Burd, Joni	WHS	E-IEP Pro Training and SPED Summer Institute; Title I Placement Testing for Reading
Cassavant, Michael	WHS	CTE Strategic Planning and Curriculum Writing
Chaffee, Kevin	WHS	CTE Strategic Planning and Curriculum Writing
Chaffe, Paula	WHS	CTE Strategic Planning and Curriculum Writing
Clemente, Kevin	WHS	Integrating Technology; Synergy, Gradebook, and My Big Campus
Cochran, Sue	WHS	SPED Summer Institute; Synergy, Gradebook, and My Big Campus
Conner, Michael	WHS	Synergy, Gradebook, and My Big Campus

**Extra Duty Assignments for Professional Development (Continued)**

Cook, Charlotte	WHS	SPED Summer Institute
Degerman, Trevor	WHS	Synergy, Gradebook, and My Big Campus
Delgado, Jesse	WHS	Synergy, Gradebook, and My Big Campus; SPED Summer Institute
Erekson, Jared	WHS	Integrating Technology; Synergy, Gradebook, and My Big Campus
Fergus-Beuthin, Ashley	WHS	CTE Strategic Planning and Curriculum Writing
Ferguson, Eva	WHS	Synergy, Gradebook, and My Big Campus
Garcia, Raquel	WHS	Synergy, Gradebook, and My Big Campus
Gilliland, Stephanie	WHS	CTE Strategic Planning and Curriculum Writing
Gollihar, Melissa	WHS	CTE Strategic Planning and Curriculum Writing
Green, Courtney	WHS	E-IEP Pro Training and SPED Summer Institute
Hernandez, Jimmy	WHS	SPED Summer Institute; Integrating Technology
Irish, Robert John	WHS	Synergy, Gradebook, and My Big Campus
Ivey, Sara	WHS	Synergy, Gradebook, and My Big Campus
Juarez, Erik	WHS	Synergy, Gradebook, and My Big Campus
Lee, Tonya	WHS	CTE Strategic Planning and Curriculum Writing
Macias, Carlos	WHS	Synergy, Gradebook, and My Big Campus
Macomber, Matthew	WHS	Integrating Technology; Synergy, Gradebook, and My Big Campus
Nicoloff, Sarah	WHS	Integrating Technology; Synergy, Gradebook, and My Big Campus
Nitka, Peter	WHS	CTE Strategic Planning and Curriculum Writing
Novoa, Rosa	WHS	CPI Workshop
Pappalardo, Carmen	WHS	CTE Strategic Planning and Curriculum Writing
Perez, Angela	WHS	Synergy, Gradebook, and My Big Campus; IEP & MET Support
Petruncula, Christine	WHS	Integrating Technology; Synergy, Gradebook, and My Big Campus
Puig, Nolly	WHS	SPED Summer Institute; Synergy, Gradebook, and My Big Campus
Ramirez, Nanette	WHS	CTE Strategic Planning and Curriculum Writing; Synergy, Gradebook, and My Big Campus
Rice, Trevor	WHS	CTE Strategic Planning and Curriculum Writing
Salazar, Martha	WHS	Synergy, Gradebook, and My Big Campus
Sanders, Mark	WHS	CTE Strategic Planning and Curriculum Writing
Sluiter, Shad	WHS	CTE Strategic Planning and Curriculum Writing
Squelch, Casaundra	WHS	Synergy, Gradebook, and My Big Campus
Vaughan, Janel	WHS	Title I Reading Program
Veloz, Joseph	WHS	Integrating Technology; Synergy, Gradebook, and My Big Campus
Wiggins, Christine	WHS	SPED Summer Institute
Williams, Darin	WHS	Title I Reading Program; Title I Placement Testing for Reading

**Medical Leave of Absence Request**

Vaughan, Janel	WHS	Reading
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**Return From Medical Leave of Absence**

Frank, Ron	CCHS	Wellness
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**Military Leave of Absence Request**

Geiger, Benjamin                      WHS                      Social Studies

**Resignations/Releases from 2014-2015 Employment Contract (Pending Payment of Liquidated Damages)**

Ricci, Trenton                      CCHS                      Special Services

Tierney, Chris                      LJCHS                      Science

Wood, Lauren                      WHS                      Spanish

**CLASSIFIED STAFF**

**Employment of Personnel**

Ericson, Dave                      CCHS                      Cafeteria Cashier  
Iribe, Angie                      CCHS                      Administrative Assistant IV, Discipline  
Moran, Roberto                      CCHS                      Equipment Manager  
Tamayo, Ivonne                      CCHS                      Cafeteria Cashier

Jimenez, Maria                      DO                      Substitute Bus Monitor  
Miranda Perez, Bertha                      DO                      Substitute Bus Driver  
Piper, James                      DO                      Human Resources Coordinator  
Valencia, Hector                      DO                      Substitute Bus Driver

Stembridge, Ramon                      LA                      Behavior Specialist

Avalos, Rosa                      LJCHS                      Cafeteria Cashier  
Avery, Mandy                      LJCHS                      Instructional Assistant II  
Beltran, Blanca                      LJCHS                      Cafeteria Cashier  
Cooper, Lori                      LJCHS                      Cafeteria Cashier  
Diaz, Celinnette                      LJCHS                      Administrative Assistant III, Special Services  
Enox, Justine                      LJCHS                      Cafeteria Cashier  
Gutierrez, Robert                      LJCHS                      Security Guard

Aguayo, Dulce                      SLHS                      Instructional Assistant I  
Ayala, Mirna                      SLHS                      Cafeteria Cashier  
Bolden, Bethany                      SLHS                      Bookstore Manager  
Tremillo, Frances                      SLHS                      Cafeteria Cashier

Carmona, Krishna                      TUHS                      Instructional Assistant I  
Padilla, David                      TUHS                      Equipment Manager

Calderone, Sorocco                      WHS                      Instructional Assistant I  
Flores, Valerie                      WHS                      Security Guard  
Guillen, Dina                      WHS                      Cafeteria Cashier

**Position Change**

Lueraharris, Monica                      SLHS                      From Instructional Assistant II to Instructional

**Site Change**

Lefebvre, Lisa                      WHS                      Instructional Assistant II (from LJCHS)

**Position/Site Changes**

Olson, Bruce	DO	From Technical Support Specialist (CCHS) to Systems and Network Administrator
Perez, Valerie	SLHS	From Human Resources Specialist-Classified (DO) to Behavior Specialist

**Extra Duty Stipends for Professional Development**

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

**Medical Leave of Absence Request**

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

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

**Recission of Approval of Extended Leave of Absence Request**

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

Bundy, Alice	DO	Bus Driver
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**Resignations**

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

**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 – \$ 340,499.41
- Expense Vouchers – \$ 588,893.62

**Food Service \***

**A. Food Program Permanent Service Agreement**

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

**Teaching and Learning \***

**A. Declaration of Curricular and Instructional Alignment to the Arizona Academic Standards**

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

**Superintendent's Office \***

**A. Travel Request**

The following travel request was approved:

- Copper Canyon High School Girls Volleyball Head Coach Peter McGloin, Assistant Coaches Jessica Basford, Henny Tenuyl, and Mark Bozeman, and twelve (12) members of the team will participate in the Mary Jo Goldey Volleyball Invitational on September 5-7, 2014 in Lake Havasu, AZ.

**B. Second Amendment to the Agreement with the City of Goodyear for the Rental of the City Municipal Pool Facility for the 2014-2015 School Year**

The agreement with the City of Goodyear provides access to the city municipal pool facility for students in the Tolleson Union High School and Westview High School swim programs.

**C. Memorandum of Understanding with Maricopa County Education Services Agency – Transforming Juveniles through Successful Transition**

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

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

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

**ACTION /DISCUSSION ITEMS**

**1. Resolution of Breach of Contract – Doretha Henry and Megan Hudson**

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

Paragraph 17 of the Teacher's Employment Contract states, "Teacher recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that Teacher does not fulfill the obligations under this Contract."

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

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

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

Mrs. Hackett moved to approve the resolution for breach of contract by Ms. Doretha Henry and Ms. Megan Hudson and instructed Administration to report the breach to the Arizona Department of Education; seconded by Mr. Villalon. In a roll call vote, the motion carried 5-0.

**2. Minutes – July 22, 2014 Regular Meeting**

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

Mrs. Hackett moved to approve the July 22, 2014 Governing Board Regular Meeting minutes; seconded by Mr. Villalon. In a roll call vote, the motion carried 3-0.

**3. Arizona School Boards Association Proposed 2015 Political Agenda**

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

Mr. Chapman moved to accept the Governing Board members direction in voting at the September 6, 2014 Delegate Assembly; seconded by Mrs. Hackett. In a roll call vote, the motion carried 5-0.

**FORMAL ADJORNMENT OF REGULAR MEETING**

Mr. Chapman moved to adjourn the Regular Meeting; seconded by Mrs. Hackett. Mr. Moreno called the Regular Meeting of the Tolleson Union High School District Governing Board adjourned at 6:23 p.m.

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Mr. Vincent Moreno, Governing Board President