



## 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:** February 24, 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: February 19, 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. Chapman  Mr. Del Palacio  Ms. Madruga  Mr. Moreno  Mr. Villalon

##### **2. Pledge of Allegiance**

**3. Approval of the Regular Agenda**

Recommendation: That the Governing Board approve the Regular Agenda.

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

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

**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 January 2015 Athletes of the Month will be recognized:

Copper Canyon High School

Karen Peraza (Basketball) and Kenzo Hashinaka (Basketball)

La Joya Community High School

Classie Swope (Basketball) and Malik Williams (Basketball)

Sierra Linda High School

Jasmine Cardenas (Soccer) and Dominique Bradley (Basketball)

Tolleson Union High School

Jade Bravo (Soccer) and Ruben Mendez (Wrestling)

Westview High School

Saylair Grandon (Basketball) and Antonio Carbajal (Wrestling)

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

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

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

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

**CONSENT AGENDA\* ITEMS**

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

	<b>PDF PAGE #</b>
<b>*1. Human Resources</b>	
<b>A. Personnel Items</b>	<b>6-11</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>12-13</b>
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.	
<b>B. Donations</b>	<b>14</b>
▪ Pepsico/Silicon Valley Community Foundation – \$2,000 – Funds for supplies for the Tolleson Union High School Robotics Club.	
▪ Tolleson Gatorade Distribution Facility – \$450 – Gatorade for the Tolleson Union High School Track program.	

**C. Electronic Vendor Payments**

School districts are statutorily authorized through Arizona Revised Statute (A.R.S.) §15-304.A, to make payments to vendors when purchasing goods and/or services; either through a warrant or electronic method. The agreement will allow the District to make same day payments to vendors that accept electronic payments.

**\*3. Superintendent's Office**

**A. Revised Minutes – January 27, 2015 Regular Meeting and Executive Session 29-42**

All Governing Board Members were present.

**B. First Amendment to Intergovernmental Agreement – City of Avondale 43-46**

On January 28, 2014, the Governing Board approved an IGA with the City of Avondale for the District to install compound meters and backflow prevention devices at Westview High School by February 3, 2015. The City of Avondale has determined that the District will need additional time to complete the installation and has extended the termination date to August 31, 2015.

**C. Transportation Agreement – Litchfield Elementary School District 47-53**

The District is legally required to provide transportation for one (1) student to Arizona Centers for Comprehensive Education and Like Skills (ACCEL). In addition, Litchfield Elementary School District (LESD) is also legally required to provide transportation for at least one of its students to ACCEL. Entering into an agreement between the Districts will allow a savings of fuel, time, and personnel on behalf of TUHSD while LESD will receive a transportation credit for transporting an additional child.

**D. Intergovernmental Agreement – City of Tolleson 54-63**

Each year, the City of Tolleson and the District enter into an IGA for the summer swimming pool program at Tolleson Union High School. The District will retain sole responsibility for the management, maintenance, and control of the swimming pool during the term of the Agreement. The City will provide funding to help offset the costs associated with the operation of the swimming pool program.

**INFORMATION/DISCUSSION ITEMS**

**1. Purchasing Department Update 64**

Cheryl Burt, Director of Purchasing, will provide a department update.

**ACTION/DISCUSSION ITEMS**

**1. Minutes – February 10, 2015 Regular Meeting**

**65-72**

Mr. Villalon was excused from the meeting.

*Recommendation:* That the Governing Board approve the February 10, 2015 Governing Board Regular Meeting minutes.

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

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

**ADJOURNMENT**

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

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

## SUMMARY OF AGENDA ITEM

DATE: February 24, 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:**

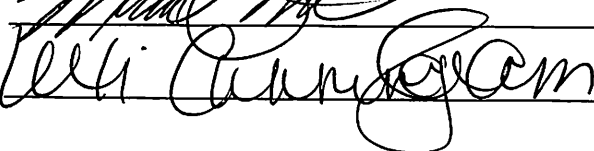
It is recommended that the Governing Board approve/ratify the personnel recommendations.

Submitted by:



Date: 2-18-15

Approved by:



Date: 2-18-15

# TUHSD HUMAN RESOURCES

**To:** Karyn Eubanks, Executive Assistant to the Superintendent and Governing Board  
**From:** Michael Stewart, Human Resources Director  
**Date:** February 12, 2015  
**Re:** Personnel Items, Governing Board Meeting, **02/24/2015**

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

## PROFESSIONAL STAFF

### Medical Leave of Absence Request

Johns, Timothy	WHS	Plant Manager
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## CERTIFIED STAFF

### Employment of Personnel

Lebrecht, Adam	DO	Guest Teacher
Mealer-Baugh, Kristy	DO	Guest Teacher
Sverev, Joseph	DO	Guest Teacher
Toure, Abdel	DO	Guest Teacher

### Extra Duty Assignments

Gilbert, Heather	CCHS	Game Worker
Malave, Joy	CCHS	Title I Curriculum Development
Guiney, Lindsay	LJCHS	Game Worker
Harding, Derek	LJCHS	Title I Tutoring – Mathematics
Lake, David	LJCHS	Title I Tutoring – Mathematics
Muller, Maryann	LJCHS	Unit Development – Algebra I
Sereno, Justin	LJCHS	Title I Tutoring – Mathematics
Virgen, Alam	LJCHS	Unit Development – Algebra I
Franciotti, Deanna	SLHS	Title I Curriculum Development
Meana, Andrew	TUHS	Game Worker
Medrano, Mark	TUHS	Game Worker
Soto, Portia	TUHS	Title I Curriculum Development

### Co-curricular Stipend

Trembly, Lynn	CCHS	Assistant Speech and Debate Sponsor
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### Medical Leave of Absence Requests

Perry, Lisa	CCHS	Special Education
Perez, Taylor	SLHS	Social Worker
Kuehn, Deborah (Intermittent)	TUHS	CTE

## **Return from Medical Leave of Absence**

Perry, Lisa

CCHS

Special Education

### **Coaches - Spring**

Abrams, Richard CCHS  
Arismendez, Elizardo CCHS  
Basford, Jessica CCHS  
Bloomquist, Kathryn CCHS  
Cleveland Jimerson, DeKenda CCHS  
Huckins, Stephanie CCHS  
Johnson, Curtis CCHS  
Johnson, Geoff CCHS  
LaPalm, Doug CCHS  
Lewis, Justin CCHS  
Matthews, Kelly CCHS  
Schaefer, Cara CCHS  
Sees, Jessica CCHS  
Turner, Anika CCHS  
Zimmerman, Nicole CCHS

Varsity Boys Tennis Coach  
Assistant Baseball Coach  
Varsity Softball Coach  
Assistant Softball Coach  
Varsity Girls Track Coach  
Assistant Softball Coach  
Athletic Trainer  
Assistant Softball Coach  
Assistant Baseball Coach  
Varsity Baseball Coach  
Athletic Trainer  
Varsity Girls Tennis Coach  
Assistant Softball Coach  
Assistant Boys Track Coach  
Assistant Softball Coach

Abel, Zeke LJCHS  
Beachy, Nathan LJCHS  
Cienfuegos, Josephina LJCHS  
Deleon, Molly LJCHS  
Jacinto, Vanessa LJCHS  
Lambert, Jacob LJCHS  
Lefebvre, Roger LJCHS  
Loughran, Lindsey LJCHS  
Mitchell, Joshua LJCHS  
Rowley, Vikky LJCHS  
Schwyhart, William LJCHS  
Sciacchitano, Andrew LJCHS  
Violette, Gerard LJCHS  
Wallace, Grace LJCHS  
West, Scott LJCHS

Assistant Baseball Coach  
Varsity Softball Coach  
Assistant Softball Coach  
Assistant Softball Coach  
Athletic Trainer  
Varsity Boys Track Coach  
Varsity Boys Tennis Coach  
Athletic Trainer  
Weight Room Coordinator  
Assistant Softball Coach  
Assistant Baseball Coach  
Assistant Softball Coach  
Varsity Baseball Coach  
Varsity Girls Tennis Coach  
Assistant Softball Coach

Axman, Reid SLHS  
Baldinelli, John SLHS  
Bihn, William SLHS  
Chinchilla, Christopher SLHS  
Ciesielczyk, Jacob SLHS  
Crow, Ross SLHS  
Deibert, Alysha SLHS  
Figueroa, Breezy SLHS  
Figueroa, Daniel SLHS  
Franciotti, Adelina SLHS  
Gordon, Samantha SLHS  
Love, Brandon SLHS  
Palange, Alfred SLHS  
Ramirez, Daniel SLHS  
Reeser, Steve SLHS  
Skousen, Elizabeth SLHS  
Sovinski, Katie SLHS  
Trichan, James SLHS

Assistant Boys/Girls Track Coach  
Weight Room Coordinator  
Varsity Boys Tennis Coach  
Assistant Baseball Coach  
Varsity Baseball Coach  
Assistant Boys/Girls Track Coach  
Assistant Girls Tennis Coach  
Varsity Girls Tennis Coach  
Assistant Softball Coach  
Varsity Girls Track Coach  
Athletic Trainer  
Assistant Baseball Coach  
Assistant Baseball Coach  
Assistant Baseball Coach  
Varsity Softball Coach  
Assistant Softball Coach  
Assistant Boys/Girls Track Coach  
Varsity Boys Track Coach



Beadle, Dana	WHS	Assistant Softball Coach
Bower, Stephen	WHS	Assistant Boys/Girls Tennis Coach
Carroll, John	WHS	Assistant Boys Track Coach
Chaffee, William	WHS	Assistant Girls Track Coach
Clemente, Kevin	WHS	Weight Room Coordinator
Degerman, Trevor	WHS	Assistant Softball Coach
Dourisseau, Devin	WHS	Assistant Baseball Coach
Gorosics, Christopher	WHS	Athletic Trainer
Green, Courtney	WHS	Assistant Softball Coach
Harris, Benjamin	WHS	Varsity Boys Track Coach
Hysong, Anna Sue	WHS	Varsity Girls Track Coach
Irish, Robert John	WHS	Varsity Baseball Coach
Merklin, Sean	WHS	Assistant Softball Coach
Nicoloff, Sarah	WHS	Assistant Softball Coach
Rice, Trevor	WHS	Athletic Trainer
Valkingburg, Paul	WHS	Varsity Boys/Girls Tennis Coach
Wonner, Larry	WHS	Varsity Softball Coach

### **Coaching Resignations**

McGloin, Peter	CCHS	Varsity Volleyball Coach
Guerra, Sienna Silva	WHS	Varsity Volleyball Coach

### **Resignation at End of Contract Term**

Rimmasch, Kathryn	WHS	Foreign Language
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### **Retirement at End of Contract Term**

Vialpando, Michael	LJCHS	CTE
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## **VOLUNTEERS**

### **Coaches - Spring**

Bloomquist, Tanner	CCHS	Assistant Softball Coach (Volunteer)
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## **CLASSIFIED STAFF**

### **Employment of Personnel**

Guajardo, Lorena	CCHS	Behavior Specialist
Camacho, Elizabeth	DO	Substitute Bus Driver
Falcon, Mark	DO	Groundskeeper
Reynoso, Felicia	LJCHS	Instructional Assistant II
Patino, Subrina	SLHS	Security Guard
Thomas, Rachel	WHS	Instructional Assistant II

### **Position Changes**

Croxton, Jeffrey	DO	From Bus Driver to Substitute Bus Driver
O'dle, Nathan	TUHS	From Security Guard to Behavior Specialist
Willbrand, LaWana	WHS	From Cafeteria Cashier to Instructional Assistant I

### **Site Change**

Mason, Bonnie	CCHS	Cafeteria Cashier (from WHS)
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### **Medical Leave of Absence Requests**

Garcia, Henry	Operations	Skilled Maintenance
Fiorentino, Terry	Operations	Bus Driver
Umstatt, John	Operations	Bus Driver

### **Return from Medical Leaves of Absence**

Garcia, Henry	DO	Skilled Maintenance
Fiorentino, Terry	Operations	Bus Driver

### **Coaches - Winter**

Uriz, Steven	CCHS	Assistant Wrestling Coach
Cejudo, Angel	TUHS	Assistant Wrestling Coach

### **Coaches - Spring**

Felix, Kendrick	CCHS	Assistant Boys Track Coach
Jimerson, Mario	CCHS	Varsity Boys Track Coach
Martinez, Andrea	CCHS	Assistant Girls Track Coach
Montaño, Jesse	CCHS	Assistant Baseball Coach
Morales, Nathan	CCHS	Assistant Boys Track Coach
Jones, Marcus	LJCHS	Varsity Girls Track Coach
Erickson, Cassandra	SLHS	Athletic Trainer
Hightower, Devron	WHS	Assistant Baseball Coach
Kirby, Brian	WHS	Assistant Boys/Girls Tennis Coach

### **Resignations**

Sullivan, Shannon	CCHS	Cafeteria Cashier
Devere-Chamberlain, Marc	DO	Bus Monitor
Braxton, Carron	WHS	Custodian II, Cafeteria

### **Job Abandonment**

Galban, Raquel	SLHS	Cafeteria Cashier
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## VOLUNTEERS

### Coaches - Spring

Hysong, Charles

WHS

Assistant Girls Track Coach (Volunteer)

# SUMMARY OF AGENDA ITEM

DATE: February 24, 2015  
TO: Dr. Lexi Cunningham and Governing Board Members  
SUBJECT: Vouchers

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**PURPOSE:**

Administration seeks Governing Board ratification of payroll vouchers 23-28 and expense vouchers 7070-7075.

**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: \$ 3,908,193.20  
Expense Vouchers: \$ 762,777.63

**RECOMMENDATION:**

It is recommended that the Governing Board ratify payroll vouchers 23-28 and expense vouchers 7070-7075.

Submitted by:  Date: 2/6/15  
Approved by:  Date: 2-6-15

**APPROVAL OF PAYROLL/EXPENSES VOUCHERS**

**RATIFY PAYROLL VOUCHERS:**

Voucher	27	\$	1,985,742.11
Voucher	28		<u>1,922,451.09</u>
<b>TOTAL</b>			<b><u>\$ 3,908,193.20</u></b>

**RATIFY EXPENSE VOUCHERS:**

Voucher	7070	\$	67,941.24
Voucher	7071		23,953.17
Voucher	7072		134,868.92
Voucher	7073		60,992.01
Voucher	7074		317,510.57
Voucher	7075		<u>157,511.72</u>
<b>TOTAL</b>			<b><u>\$ 762,777.63</u></b>

# SUMMARY OF AGENDA ITEM

DATE: February 24, 2015

TO: Dr. Lexi Cunningham and Governing Board Members

SUBJECT: Donations

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**PURPOSE:**

Administration seeks Governing Board acceptance of the following donations.

DONOR	SCHOOL/PROGRAM	DONATION	VALUE (\$)
Pepsico/Silicon Valley Community Foundation	TUHS – Robotics Club	Funds for supplies	2,000.00
Tolleson Gatorade Distribution Facility	TUHS – Track	Gatorade	450.00
		Total	2,450.00

**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:**

Donations totaling \$2,450.00.

**RECOMMENDATION:**

It is recommended that the Governing Board accept the donations from Pepsico/Silicon Valley Community Foundation and Tolleson Gatorade Distribution Facility.

Submitted by: Carolyn A. Jelinek

Date: 2-10-15

Approved by: [Signature]

Date: 2/12/15

# SUMMARY OF AGENDA ITEM

DATE: February 24, 2015  
TO: Dr. Lexi Cunningham and Governing Board Members  
SUBJECT: Electronic Vendor Payments

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**PURPOSE:**

Administration seeks Governing Board approval of the Commerce Bank Commercial Card Agreement and establishment of a clearing bank account for the purpose of processing electronic payments.

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

School districts are statutorily authorized through Arizona Revised Statute (A.R.S.) §15-304.A, to make payments to vendors when purchasing goods and/or services; either through a warrant or electronic method. Additionally, A.R.S. §15-1221.B, states that a governing board may establish a bank account for the purpose of making electronic payments to vendors.

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

This agreement will allow the District to make same day payments to vendors that accept electronic payments. Payments will be made to vendors that accept electronic payments the same day that authorization for payment is received.

**BUDGET IMPACT AND COSTS:**

Not applicable.

**RECOMMENDATION #1:**

It is recommended that the Governing Board approve the Commercial Bank Commercial Card Agreement.

Submitted by:  Date: 2/18/15  
Approved by:  Date: 2-18-15



## COMMERCE BANK COMMERCIAL CARD AGREEMENT

THIS COMMERCE BANK COMMERCIAL CARD AGREEMENT is made and entered into as of the Effective Date by and between Commerce Bank, a Missouri bank and trust company ("Commerce") and Tolleson Union High School District No. 214 of Maricopa County, Arizona ("Customer").

1. **DEFINITIONS.** The following terms shall have the following meanings:
  - a. "Administrator" means, individually and collectively, one or more employees and/or third party provider of Customer who are designated by Customer to assist Commerce in the administration of the Program.
  - b. "Agreement" means this Commerce Bank Commercial Card Agreement and all Addenda from time to time executed by the parties and attached hereto, and all amendments to the foregoing.
  - c. "Cardholder Agreement" means that agreement delivered to each Employee Cardholder which governs the use of the Commercial Cards, as amended from time to time.
  - d. "Commercial Cards" means the Visa or MasterCard Commercial Cards and the numbers associated with the Commercial Cards issued by Commerce to Employee Cardholder(s) and the account numbers issued by Commerce and assigned to Customer without an associated plastic card under the Program.
  - e. "Customer" means Customer and any of its officers, directors, agents and employees who utilize the Commercial Cards.
  - f. "Effective Date" shall be defined as set forth in Section 18.
  - g. "Employee Cardholders" means, collectively, those designated officers, directors, agents and employees of Customer.
  - h. "Indemnification Law" means any law (including, without limitation, any statute, regulation, ordinance, rule, budget law or any case law) applicable to Customer (whether federal, state, local or otherwise) that has the effect of limiting or restricting Customer's power, right or authority to undertake, or make payment pursuant to, any obligation to contractually indemnify third parties.
  - i. "Program" means the Commercial Card Program administered by Commerce as set forth in this Agreement.
  - j. "Public Record Law" means any state's law which provides that Customer's contracts are open and available to the public.
  - k. "Unauthorized Charge" means the use of a Commercial Card by a person, other than the Customer, who does not have actual, implied or apparent authority for such use, and from which the Customer receives no benefit.
2. **PROGRAM.**
  - a. During the term hereof, and subject to the terms and conditions of this Agreement, Commerce agrees to provide Customer with the Program and to issue Commercial Cards to Customer and/or Commercial Cards to Employee Cardholders.
  - b. Commerce shall issue Commercial Cards to the Customer, provided that a Commercial Card issuance request has been made by an Administrator in the form required by Commerce; and/or Commerce shall issue a Commercial Card to each Employee Cardholder designated by Customer, provided that (i) each such designated Employee Cardholder has a business or commercial purpose for the Commercial Card, and (ii) a card issuance request has been made by an Administrator in the form required by Commerce.
  - c. Each Commercial Card shall be valid for the term indicated thereon, unless such Commercial Card has been canceled by Commerce pursuant to the provisions of this Agreement or at the request of Customer.
  - d. Commerce acknowledges the ability of Customer to revoke any authority given to an Administrator, at Customer's discretion upon proper notice to Commerce; provided, however, that Customer shall remain liable for all charges made to each Commercial Card as provided in this Agreement.
  - e. Commerce acknowledges the ability of Customer to cancel the Commercial Card issued to any one or more Employee Cardholder(s), at Customer's discretion upon proper notice to Commerce; provided, however, Customer shall take all reasonable actions necessary to retrieve the Commercial Card issued to Employee Cardholder and shall immediately destroy the retrieved Commercial Card.
  - f. Customer acknowledges that Commerce is relying upon Customer to perform its standard due diligence on its vendors. Customer represents that each vendor to whom it will send payment is duly authorized to do business.
3. **BILLING PROCEDURES.** Central Billed Accounts: Except as otherwise provided herein, Customer shall be liable for all charges made to each Commercial Card. Charges shall be set forth on a billing statement and shall



be paid by Customer as agreed in Addendum A attached hereto and incorporated herein by this reference, and as set forth herein. Except for a proven Unauthorized Charge or as otherwise expressly provided herein, Customer shall pay Commerce for all charges made to each Commercial Card and/or Employee Cardholder's Commercial Card within the time period provided in Addendum A. Commerce shall have no duty or obligation to inquire into the nature of any transaction charged by a Customer or Employee Cardholder (e.g., whether such transaction was for a business or personal use).

4. **PROGRAM ADMINISTRATOR.** Upon signing this Agreement, Customer shall designate one or more Administrator(s) to assist Commerce in the administration of the Program. Customer must execute and deliver proper documentation authorizing said Administrator to act for and on behalf of Customer. Customer shall be responsible for all transactions initiated or authorized by the Administrator. Customer agrees that Commerce will not be liable for losses arising from or as a result of the negligence or willful misconduct of Customer's Administrator, including but not limited to Administrator's failure to properly enter and/or transmit payment requests. If Customer permits any person or entity other than the documented Administrator to perform any duty or responsibility of the Administrator, Customer shall be deemed to have authorized that person to act as an Administrator and perform duties of an Administrator.

In addition to any other duties listed elsewhere in this Agreement, as well as any other duties reasonably requested by Commerce, the Administrator shall undertake the following duties on behalf of Customer:

- a. The Administrator shall have the responsibilities assigned in the Program Administrator Delegation document provided by Customer to Commerce, including, without limitation, the ability to request that Commerce issue Commercial Cards to Customer's employees and/or payment to Customer's vendors in connection with the Program, to suspend accounts, to order or block cash advances, wire transfers and convenience checks, and to perform any other maintenance activity.
  - b. The Administrator shall be familiar with all aspects of the Program, including, but not limited to, Program procedures, number and status of Commercial Cards, employment status of Employee Cardholders, notice requirements, any disputed transactions, Employee Cardholder credit limits, statement cycles, billing and payment procedures, general program parameters and status of delinquent charges, if any.
  - c. The Administrator shall be responsible for notifying Commerce, in writing, about changes in authorization codes.
  - d. The Administrator shall advise Commerce of any Employee Cardholder's termination of employment.
  - e. The Administrator shall take all reasonable actions necessary to retrieve Commercial Cards issued to Employee Cardholders whose employment has terminated. Such Commercial Cards shall be immediately destroyed.
  - f. The Administrator shall be proficient in the use of the online Service(s) selected by Customer as described in Section 14.
5. **FEES.** Commerce shall be paid fees and charges, if applicable, set forth in Addendum A. Fees may be subject to change from time to time by Commerce upon ninety (90) days' prior written notice unless otherwise specified in Addendum A.
6. **LINE OF CREDIT.** Commerce will establish a maximum line of credit amount for Customer.
- a. All amounts charged to the Commercial Cards together with any fees and charges owed to Commerce by Customer in connection with the Program, may not exceed, in the aggregate, the line of credit amount unless Commerce in its sole discretion authorizes such charges.
  - b. Commerce may, at any time in its sole discretion, increase the amount of Customer's line of credit without prior notice.
  - c. Commerce may, at any time in its sole discretion, decrease the amount of Customer's line of credit upon thirty (30) days' prior written notice to Customer; provided, however, that Customer may elect to terminate this Agreement by written notice to Commerce during such thirty (30) day notice period; provided, further, Customer agrees that if any amounts are outstanding on the Commercial Cards which exceed the adjusted line of credit amount, Customer will immediately pay Commerce such excess amounts.
  - d. From time to time, Commerce may request and Customer shall produce financial records relating to the financial condition of Customer. Customer shall produce such records not later than thirty (30) days following such request. Customer shall, upon reasonable request by Commerce, send its annual audit to Commerce within thirty (30) days of its completion by Customer's auditor.
  - e. Collateral securing other obligations with Commerce, if any, will also secure this line of credit.

7. **TERM OF AGREEMENT AND TERMINATION.** This Agreement shall remain in full force and effect until terminated by either party as herein set forth. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice.
- a. In the event Customer terminates this Agreement prior to the date that is three (3) years from the Effective Date, Commerce reserves the right to forego all revenue sharing payments for the Program due after termination.
  - b. In the event Customer terminates this Agreement without cause prior to the date that is three (3) years from the Effective Date, Customer shall pay to Commerce all costs associated with establishing the Program as provided in Addendum A, regardless of whether or not the fees were waived at the time the Program was established.
  - c. All Commercial Cards and/or related accounts shall be deemed canceled effective upon termination of this Agreement or as otherwise provided herein, and all amounts outstanding under such Commercial Cards shall automatically become immediately due and payable in full by Customer without further notice.
  - d. Notwithstanding the foregoing, either party shall have the right to terminate this Agreement immediately, and without notice, upon the occurrence of any one or more of the following events, whereupon the obligations of Customer arising hereunder and/or under the Commercial Cards shall automatically become immediately due and payable in full (except as otherwise provided by law):
    - (i) Dissolution or liquidation of the other party; or
    - (ii) Insolvency of the other party; or the institution by or against the other party of any bankruptcy or insolvency proceeding; or the appointment of a receiver or trustee for the other party; or the other party enters into an arrangement with, or for the benefit of, its creditors; or
    - (iii) Any material adverse change in the financial condition of the other party; or
    - (iv) Any default hereunder, or breach of the obligations undertaken herein, or in any other agreement by and between the parties hereto; or
    - (v) Upon the occurrence of any event in any agreement which would allow Commerce to declare any indebtedness owing by Customer due and payable in full; or
    - (vi) A change in the ownership of Customer, or a sale of all or substantially all of Customer's assets.
8. **REPORTING.** Commerce will, either directly or indirectly through its vendors, receive data from the transactions made with the Commercial Cards; such data will be delivered to Customer as specified herein. Commerce shall have no responsibility or liability for the capture, transmission, grouping, reporting, categorizing or any other act performed or required to be performed in connection with the foregoing data that Customer's vendors are transmitting at the point of sale.
9. **CUSTOMER LIABILITY.**
- a. Except for a proven Unauthorized Charge, the Customer shall be solely liable for the payment of all charges incurred in the use of Commercial Accounts except as provided in paragraph (b) below.
  - b. Customer shall not be liable for the payment of charges incurred in the use of Commercial Cards if such charges relate to:
    - (i) Charges waived as set forth in Visa Waiver of Liability or MasterCard Zero Liability documentation, as amended from time to time;
    - (ii) Commercial Card transactions after the original closure request date for a Commercial Card where the request by Customer was made in accordance with the terms of this Agreement during normal business hours; or
    - (iii) The use of a stolen Commercial Card if the Commercial Card is reported stolen via facsimile, electronic mail, or telephone as provided in this Agreement within twenty-four (24) hours after Customer or its Administrator, including, without limitation, any Employee Cardholder, discovers, or, using reasonable care should have discovered, the theft of the Commercial Card; provided that if the Commercial Card is not reported stolen within such time frame, Customer shall be liable for all charges associated with the stolen Commercial Card until the date Customer notifies Commerce of such theft.
10. **ASSIGNMENT.** Neither party shall sell, assign or transfer this Agreement or any part thereof without the prior written consent of the other party; provided, however, Commerce may, without the consent of Customer, assign any or all of its rights and obligations under this Agreement to its parent, any subsidiary (of Commerce or its parent), or

any affiliate (of Commerce or its parent) or to any other party pursuant to a merger, acquisition, consolidation, reorganization, or a sale of all or any portion of its assets.

11. **NOTICES.** All notices hereunder shall be in writing and shall be deemed duly given when personally delivered, when delivered by recognized overnight courier, or three (3) days after mailing if sent by certified or registered United States mail, return receipt requested, postage prepaid, to the appropriate party at the address set forth below, or at such other address as the applicable party may indicate from time to time in writing. Notice hereunder shall be sent:

**If to Commerce:**  
Commerce Bank  
Attn: Commercial Card Services  
811 Main Street  
Kansas City, MO 64105

**If to Customer:**  
Tolleson Union High School District No. 214  
Attn: Cheryl Burt  
9801 W. Van Buren St.  
Tolleson, AZ 85353

Communications with Commerce concerning disputed billings shall be made by mail to Commercial Card Services, 811 Main Street, Kansas City, Missouri 64105 or by phone at 800-892-7104.

12. **CONFIDENTIALITY.** Commerce and Customer will keep strictly confidential and will not use or disclose to any third party or to any employee, officer, director or agent (except on a need to know basis) for any purpose whatsoever (other than as contemplated herein or for a business evaluation of the Program performed by either party) all or any portion of the contents of the Program, including but not limited to, any of the terms of, conditions of or other facts concerning the Program and any written or oral information furnished by Commerce or by Customer which is either nonpublic, confidential or proprietary in nature unless such use or disclosure is lawfully permitted or is mutually agreed upon in writing by Customer and Commerce; provided, however, Customer understands and acknowledges that affiliates of Commerce and vendors of Commerce will assist in the implementation and maintenance of, and provision of various services under, the Program; and provided, further, that Commerce may use Customer's name, Customer-provided logo, general industry/business description, and Customer's general, non trade-secret product usage in Commerce's customer listings and in its sales presentations without obtaining Customer's prior consent. In the event Customer is subject to a Public Record Law, Customer shall comply with the provisions of this Confidentiality paragraph only to the extent that such compliance is in accordance with the applicable Public Record Law.

13. **INDEMNITY.**

- a. **Customer Obligation.** To the extent permitted under the Indemnification Laws, Customer agrees to defend, indemnify and hold harmless Commerce and its officers, directors, agents and employees from and against any and all claims by third parties (including, without limitation, Employee Cardholders, Customer's vendors or its Administrator) and all costs (including reasonable attorneys' fees), expenses and liabilities incurred by Commerce in connection with such claims, arising from or as a result of the establishment and use of the Program, provided that such claims are not the result of or connected with the gross negligence or willful misconduct of Commerce or the violation by Commerce of any law or regulation relating to credit cards. Customer acknowledges that the pricing provided in Addendum A is based on including this indemnification.
- b. **Commerce Obligation.** Commerce agrees to defend, indemnify and hold harmless Customer and its officers, directors, agents and employees from and against any and all claims by third parties and all costs (including reasonable attorneys' fees), expenses and liabilities incurred by Customer in connection with such claims, arising from or as a result of the gross negligence or willful misconduct of Commerce, provided that such claims are not the result of, or connected with, the gross negligence, or willful misconduct of Customer or the violation by Customer of any law or regulation relating to Commercial Accounts.
- c. **Limitation of Commerce Obligation.** In no event shall the amount of Commerce's obligation under Section 13(b) exceed the maximum amount that Customer would be legally permitted, under the Indemnification Laws in effect as of the date of the event giving rise to such obligation of Commerce, to pay or contractually incur (whichever amount is lower) under Section 13(a) as of such date.

14. **ELECTION OF ON-LINE SERVICES.** Customer has elected certain online Service(s) (each a "Service," collectively, the "Services.") The Services are Internet based customer service offerings that enable Customers to inquire about accounts and transaction information, submit account change requests and download information

about accounts, among other capabilities. Customer understands and accepts the risks inherent in the use of the Internet for each Service, including the potential for the risk of loss. Except as may otherwise be provided in paragraph 9 of the Agreement, Commerce is not responsible for any loss associated with the Customer's use of any Service. By electing a Service, Customer agrees to pay the fees associated with the Service, if any. In addition, Customer agrees to use each Service only as provided in the User Guide relating to the Service in effect from time to time (the "User Guide") and according to the provisions contained in the Service License Agreement, if any, between Customer and the Service provider.

Use of any Service will require a user name and password. Customer acknowledges that Commerce is entitled to rely on the use of the user name and password as authorization for any transaction initiated using each Service. Customer is responsible for all transactions initiated or authorized using any Service. The password Customer selects is for its use and protection. Customer agrees to: (a) not disclose the password or otherwise make it available to anyone else; (b) use the password as instructed in the User Guide; (c) be liable for the password and for its use as described in the Agreement and/or the User Guide.

15. **MISCELLANEOUS.**

- a. **Relationship:** Nothing contained in this Agreement shall be construed to create any relationship for brokerage, agency, joint venture, partnership or employment between Commerce and Customer.
- b. **No Implied Waivers:** The rights of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.
- c. **Remedies:** In the event that either party breaches or violates any of the obligations contained in this Agreement, and in addition to the rights and remedies otherwise provided in this Agreement, the other party shall be entitled to exercise any right or remedy available to it either at law or in equity, including without limitation, termination of this Agreement, damages and injunctive relief. The exercise of any right or remedy shall be cumulative.
- d. **Complete Agreement; Amendments:** This Agreement constitutes the complete understanding between the parties hereto with respect to the subject matter hereof, and all prior oral or written communications and agreements with respect thereto are superseded. In the event of any inconsistency between this Agreement and any other agreements or documents relating to the transactions contemplated herein, this Agreement shall control. No alteration, amendment or modification of any of the terms and provisions in this Agreement shall be valid unless made pursuant to an instrument in writing signed by the parties hereto.
- e. **Successors and Assigns:** All the terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.
- f. **Severability:** The invalidity or unenforceability of any one or more portions, sentences, clauses or paragraphs in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.
- g. **Force Majeure:** Commerce shall not be in default of this Agreement to the extent that performance of its obligations is delayed or prevented by reason of any act of God, war, terrorism, fire, explosion, flood, act of government or any act or omission of a third party, including, but not limited to, telecommunications carriers and utilities or any other matter beyond its reasonable control.
- h. **Patriot Act/ OFAC; Other Laws:** Commerce complies with the USA Patriot Act and laws administered by OFAC (The Office of Foreign Assets Control). These laws mandate that Commerce verify certain information about customers. Commerce reserves the right, at any time, to request information that may assist Commerce in compliance with these laws. Customer agrees to promptly provide such information as requested by Commerce, including, without limitation, information about Employee Cardholders. In addition, Customer covenants to comply with any mandatory state or local laws applicable to Customer relating to this Agreement, including without limitation, any laws relating to appropriations or budgets.
- i. **Survival:** Notwithstanding anything to the contrary herein, Sections 3, 5, 6, 9, 11, 12, 13, 14, 15, 16 and 17 shall survive the termination of this Agreement.

16. **LIMITATIONS.** Commerce and Customer agree that:

- a. Commerce shall not be liable for any losses, claims, or liabilities incurred by Customer that arise from any third party's refusal to honor and/or make use of any Commercial Account.
- b. Customer agrees that Customer will not use any Commercial Account for any purpose that has been deemed illegal.
- c. Commerce shall not be liable for any special, indirect, punitive or consequential damages, even if advised of the possibility of such potential claim, loss or damage.

17. **ELECTRONIC RECORDS.** Customer agrees that this document and all paper records related to the transaction with which this document is a part and whether or not the paper records were submitted in advance of, contemporaneously with or subsequent to, the execution of this document may, at the option of the Commerce, be converted by any digital or electronic method or process to an electronic record or subsequently further converted or migrated to another electronic record format or electronic storage medium. Customer further agrees that upon conversion to an electronic record as authorized herein such electronic record shall be the record of the transaction and the electronic record shall have the same legal force and effect as the paper documents from which it was converted. Customer waives any legal requirement that any documents digitally or electronically converted be embodied, stored, or reproduced in a tangible media. Customer further agrees that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as a signed writing. In addition, Customer authorizes and agrees to destruction of the paper documents by Commerce upon conversion of the paper documents to a digital or electronic record.

18. **EFFECTIVE DATE.** Notwithstanding anything else contained herein to the contrary, this Agreement will be subject to Commerce performing due diligence and credit investigations and will be effective only upon execution by Commerce as of the date shown below (the "Effective Date").

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the parties hereto.

**Commerce Bank  
(Commerce)**

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

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

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

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

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

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

**ADDENDUM A**  
**Pricing and Payment Schedule**

<b>Program Fees</b>	
<b>Pricing Term</b>	The pricing outlined herein will expire in 60 days from February 2, 2015 unless a Commercial Card Agreement is
<b>Late Fee for Central Bill Accounts</b>	For each payment not received by the payment due date shown on the billing statement, a late fee will be charged. The late fee for the respective Commercial Card or account will be 2.5% of the amount past due.
<b>Cash Advance Fee</b>	All cash advances will be assessed a cash advance fee of 3.0% of the cash advance amount with a \$3.00 minimum.
<b>International Service Fee</b>	<p>Visa and MasterCard purchases, cash withdrawals and cash advances made in currencies other than U.S. Dollars will be converted to U.S. Dollars under regulations established by Visa International and MasterCard International. Visa conversion will be at a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. MasterCard conversion rate will be selected by MasterCard, typically either a government-mandated rate or a wholesale rate provided to MasterCard. Conversion to U.S. Dollars may occur on a date other than the date of the transaction. Therefore, the conversion rate may be different from the rate in effect at the time of the transaction. Customer agrees to pay the converted amount, plus an international service fee in the amount of 2% of the transaction amount on purchases and 1% on cash withdrawals and cash advances. For purchases, cash withdrawals and cash advances made in U.S. dollars outside of the United States and its territories, you agree to pay the transaction amount plus a 1% service assessment fee.</p>
<b>Finance Charge on Cash Advances</b>	<p>The periodic rate finance charge begins to accrue on the transaction date of any cash advance and is computed by applying the periodic rate to the average daily balance. Whenever payment in full is credited to the Employee Cardholder account by the statement due date, no additional periodic rate finance charge will be billed on a later statement to collect the periodic rate finance charge earned from the billing statement date to the date of actual payment. Cash advances include advances made by means of convenience checks, an electronic device or machine, a teller of any financial institution, by means of a balance transfer from another credit card, for the purchase of wire transfers, non-US currency, traveler's checks, truck stop transactions, tax payments, money orders, bets, lottery tickets and casino gaming chips.</p> <p>A minimum finance charge of \$.50 will be imposed in any billing period for which a finance charge is payable.</p> <p>Each Employee Cardholder account will accrue a finance charge at a periodic rate equal to 4.9% in excess of the Prime Rate, fixed monthly, divided by 12. As used herein, the "Prime Rate" is the rate published in <i>The Wall Street Journal</i> in its column called "Money Rates" on the last business day of the month immediately preceding the first day of the applicable billing cycle. No representation is made that the Prime Rate is the lowest, the best or the favored rate of interest. If for any reason <i>The Wall Street Journal</i> no longer publishes the "Money Rates" column, then Commerce will choose a new index based on comparable information.</p>
<b>Other Fees</b>	
<b>Overnight Delivery of Replacement Card</b>	\$25 per occurrence
<b>Federal Express Delivery of Bulk Cards</b>	Price Quote
<b>Basic Card Design</b>	NO CHARGE
<b>Ultra-graphic Card Design</b>	\$500 one-time fee (waived)
<b>Full Customized Plastic and re-order</b>	Price Quote
<b>Returned Check Fee</b>	\$29 per occurrence
<b>ACH Return</b>	\$29 each after first occurrence
<b>Phone Payment</b>	\$15 each after first occurrence
<b>Statement Reprinting</b>	<p>\$2 per statement after three occurrences</p> <p>Free through certain software products selected by Customer.</p>
<b>Other</b>	For information, copies or other reports not specified in this Addendum, Commerce may charge Customer such fees as Customer and Commerce may agree from time to time.
<b>Software Training</b>	<p>Commerce uses a 'train the trainer' model. Initial training for Program Administrators (in person, WEBX or by phone) is at no charge. Additional training for Program Administrators via WEBX or by phone is at no additional charge.</p> <p>It is the Bank's intention that the Program Administrator will train the cardholders and systems users on reporting and maintenance applications. If further training by Commerce is required for the cardholders and system users (in-person, WEBX or by Phone), Commerce will charge \$250 per hour.</p>

### Reporting and Maintenance Tool Options

#### ControlPay

<b>Implementation Fee**</b>	\$5,000 WAIVED
<b>Annual Maintenance Fee**</b>	\$500 WAIVED
<b>Routine maintenance and upgrades</b>	NO CHARGE
<b>Initial web-based or phone training for Administrators**</b>	NO CHARGE
<b>Customized Programming</b>	<p><b>AP File Layouts</b></p> <ul style="list-style-type: none"> <li>❖ Standard – No Charge</li> <li>❖ Custom – in those instances where this effort will generate a cost over \$3,000, Commerce will obtain a price quote for Customer.</li> </ul> <p><b>Reconciliation Reports</b></p> <ul style="list-style-type: none"> <li>❖ Standard – No Charge</li> <li>❖ Custom – Commerce will obtain a price quote for Customer.</li> </ul> <p><b>Other Custom Programming</b></p> <ul style="list-style-type: none"> <li>❖ Commerce will obtain a price quote for Customer unless development is mutually agreed upon by Customer and Commerce.</li> </ul> <p>Development hours, beyond the initial 20 hours, are typically charged at a rate of \$150.00 per hour.</p>

#### Payment Schedule

Commerce will generate a billing statement on a periodic basis as outlined below. All amounts owing on the Commercial Cards, including fees and charges, shall be due and payable in full on a grace period as outlined below, after the date of such statement. The statement will be transmitted to the Employee Cardholder or to Customer via U.S. Mail or made available by an alternative means as agreed upon by both parties.

Billing Frequency	Grace Period in Days	Payment Method
Weekly	3	AutoPay

#### REVENUE SHARE

- 1) Commerce will pay Customer a revenue share on a monthly basis.
- 2) Total Monthly Net Volume is defined as gross purchases less credits, cash advance amounts, and fraudulent transaction amounts.
- 3) Monthly payments are based on the matrix schedule below. Payment tiers are calculated on total monthly net volume.
- 4) Customer shall have ninety (90) days from statement date to notify Commerce of any revenue sharing payment errors.

Billing Terms: Weekly Billing Cycle, 3-Day Grace Period							
Annual Aggregate Charge Volume	\$0-\$5MM	\$5MM-\$10MM	\$10MM-\$15MM	\$15MM-\$20MM	\$20MM-\$25MM	\$25MM-\$30MM	\$30MM+
\$1MM	1.10%	1.28%	1.32%	1.36%	1.40%	1.44%	1.48%
\$25MM	1.10%	1.30%	1.34%	1.38%	1.42%	1.46%	1.50%
\$50MM	1.10%	1.32%	1.36%	1.40%	1.44%	1.48%	1.52%
\$75MM	1.10%	1.34%	1.38%	1.42%	1.46%	1.50%	1.54%
\$100MM	1.10%	1.36%	1.40%	1.44%	1.48%	1.52%	1.56%
\$150MM	1.10%	1.38%	1.42%	1.46%	1.50%	1.54%	1.58%
\$200MM	1.10%	1.40%	1.44%	1.48%	1.52%	1.56%	1.60%

**REVENUE SHARE ADJUSTMENTS**

- 1) Volume qualifying at Large Ticket Interchange (LTI) will be paid 0.60%.
- 2) Volume qualifying at Visa Large Purchase Advantage (VLPA) will be paid at 0.10%.
- 3) Commerce reserves the right to withhold, suspend or modify payment for the following reasons:
  - a) If the average transaction falls below \$1,000 (Gross purchase volume / total transaction count)
  - b) If Customer's average Interchange Rate falls below 2.25%
  - c) If Interchange Rates become significantly altered by Visa and / or MasterCard
  - d) If monthly volume contain fraudulent transactions
  - e) If the revenue share payment is less than \$10
  - f) If account become delinquent (central billed accounts only)
- 4) Commerce may (without written notice) adjust the revenue sharing percentages, as provided below, at the end of each calendar quarter following the Agreement Effective Date
  - a) Adjustments are based on the U.S. Prime Rate, as published in The Wall Street Journal "Money Rates" column on the last business day of the month immediately preceding the first day of the applicable billing cycle
  - b) Adjustments to revenue share based on Prime Rate fluctuations are not applicable while Prime Rate remains at, or below, the established 4.00% floor
  - c) When the Prime Rate exceeds 4.00%, Commerce will adjust the revenue share percent payable using the grid below. Commerce will use the same grid to determine subsequent revenue share adjustments should the Prime Rate increase or decrease from any newly established Prime Rate level in future quarters
  - d) The Established Prime Rate at the time of this contract is 3.25%

Billing Cycle	Grace Period	Change in Prime Rate	Revenue Share Adjustment
Weekly	3 Day	0.50%	0.010%

For example, if Prime Rate is 5.00% at the end of a calendar quarter and Customer has a Weekly Billing Cycle and a 3-Day Grace Period, Commerce will reduce percentages in all revenue share tiers by 2 basis points (0.02%).

\*\*All line items noted with a "\*\*\*" are the costs associated with establishing the Program as referenced in Paragraph 7 of the Agreement.

IN WITNESS WHEREOF, this Addendum A has been executed by the duly authorized officers of the parties hereto, and this Addendum A supersedes any prior Addendum A.

**Commerce Bank  
(Commerce)**

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

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

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

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

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

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





**Certificate of Authority and W-9 for a Government Organization**

<b>Customer Name ("Organization")</b>	<b>Taxpayer Identification Number (TIN)</b>
Tolleson Union High School District No. 214 of Maricopa County, Arizona	
<b>Address</b>	<b>City, State, Zip</b>
9801 W. Van Buren St.	Tolleson, AZ 85353

The undersigned certifies that he/she is the duly elected and qualified Secretary Assistant Secretary, or Clerk of the Organization; that the following resolutions, or substantively similar resolutions, have been duly adopted by the Governing Board/Governing Body of the Organization pursuant to its bylaws and the power and authority granted by such resolutions and/or bylaws remain in full force and effect and have not been amended or revoked; that the officers listed below have been granted the requisite power and authority to transact business as described herein ("Authorized Person(s)"), and that the specimen signature(s) of the Authorized Person(s) below are true and genuine.

**RESOLVED**, that any one of the Authorized Person(s) may from time to time appoint an Administrator to assist Commerce Bank ("Commerce") in the administration of the Account(s) or Programs as provided in the applicable Agreement (each such term as defined in the Agreement).

**FURTHER RESOLVED**, Commerce is authorized to act upon these representations and resolutions until written notice of revocation is delivered to Commerce, and Commerce is authorized to presume the authority described herein shall apply with equal force and effect to the successors in office of the officers named herein.

Indicate authorization for each Officer by checking the appropriate boxes below

Name of Authorized Person(s)	Title	Signature(s)	Section A	Section B
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

**Section A – Credit Programs: Commercial Card/Accounts Payable/ Commercial Payments (credit)/Claims Payments**

**FURTHER RESOLVED**, that any one of the Authorized Person(s) designated above is authorized to establish commercial card accounts (with or without an associated plastic card)("Accounts") with Commerce, to incur debt (in the form of a line of credit established by Commerce for the Organization) associated with the Accounts, to pledge property as security for repayment of amounts due Commerce, and to execute all documents to effectuate this purpose which he/she may deem necessary and proper, including without limitation any application and/or agreement (each an "Agreement") to open the Accounts.

**FURTHER RESOLVED**, that any one of the foregoing named officers of this Organization may from time to time request Commerce issue commercial cards to any one person in connection with any of the Accounts.

**Section B – Non-Credit Programs: ActiveFunds/Commercial Payments (non-credit)/Claims Payments/Merchant Bankcard/General Banking Services**

**FURTHER RESOLVED**, that any one of the Authorized Person(s) designated above is authorized to establish an ActiveFunds program, Commercial Payments (Invoice Processing, ACH and/or Check), and/or Claims Payments program (each a "Program"), and other general banking services with Commerce, including, but not limited to Merchant Bankcard services, and to execute all documents to effectuate this purpose which he/she may deem necessary and proper, including without limitation any Agreement to establish a Program.

**Substitute Form W-9 Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (including a U.S. resident alien).

Certification Instructions: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For further instructions, go to [www.irs.gov](http://www.irs.gov). The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

IN WITNESS WHEREOF, I have signed my name as of the date written below.

\_\_\_\_\_  
Signature of Secretary, Assistant Secretary or Clerk

\_\_\_\_\_  
Date



## Credit Line Request Form

The following estimates accurately outline the goals of our Commerce Bank Commercial Card program.

Estimated Annual Spend:                      \$3,000,000

Credit line needed:                              \$75,000

Cycle Type:                                        Weekly Billing Cycle, 3-day Grace

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

\_\_\_\_\_  
**Individual Name (Printed)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**Please Note:** Commerce will establish a maximum line of credit amount for Customer. Commerce may increase Customer's maximum line of credit without notice. However, if Commerce decreases the amount of Customer's line of credit, Commerce will give Customer thirty (30) days' prior written notice pursuant to the Agreement.



**Program Administrator Delegation**

The Commerce Bank Commercial Card Agreement, dated \_\_\_\_\_ between Commerce Bank (“Commerce”) and **Tolleson Union High School District No. 214 of Maricopa County, Arizona** states:

Program Administrator. Customer, upon signing this Agreement, shall designate one or more of its employees and/or third party provider (individually and collectively, the “Administrator”) to assist Commerce in the administration of the Program.

In accordance with the above, the individuals listed below are designated as Administrator(s), for **Tolleson Union High School District No. 214 of Maricopa County, Arizona**. Each hereby is authorized to conduct the Program Administrator duties for this company by authority of this letter including, but not limited to, submitting Payment Instructions to issue Commercial Cards.

<b>Individual</b>	<b>Signature</b>

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Date

Print Name \_\_\_\_\_

Title \_\_\_\_\_

ELECTRONIC PAYMENT AUTHORIZATION



This electronic payment authorization by \_\_\_\_\_ ("Customer") authorizes Commerce Bank ("Commerce") to initiate debit and credit entries and to initiate, if necessary, adjustments for any entries in error to the checking account indicated held at the depository financial institution named below, herein referred to as "Depository", and to debit and/or credit the same to such account. Both parties acknowledge that the origination of ACH transactions to Customer's account must comply with the provisions of all U.S. laws, rules and regulations, including, but not limited to, the National Automated Clearing House Association (NACHA) rules.

Revenue Share Payments

Depository (Bank) Name: \_\_\_\_\_

City & State: \_\_\_\_\_

Routing/Transit #: \_\_\_\_\_

Account #: \_\_\_\_\_

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

Vendor Payments/Charges

Check here if same as the Account above

Depository (Bank) Name: \_\_\_\_\_

City & State: \_\_\_\_\_

Routing/Transit #: \_\_\_\_\_

Account #: \_\_\_\_\_

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

This authority is to remain in full force and effect until Commerce has received written notification from Customer of its termination in such time and in such manner as to afford Commerce and Depository a reasonable opportunity to act on it. In no event shall such termination be effective as to entries processed prior to receipt of such notice. Commerce reserves the right to terminate this authorization at any time.

\_\_\_\_\_  
(Customer)

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

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

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

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

Commerce Bank

Address: Commerce Bank  
Attn: Client Care Team  
P.O. Box 411036  
Kansas City, MO 64179-9640

Telephone: 1-800-892-7104  
Fax: 1-816-760-7935

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ANY COMPANY  
400 ANY STREET  
ANYTOWN, CA 90000

DATE: \_\_\_\_\_

PAID TO THE ORDER OF: \_\_\_\_\_ \$ \_\_\_\_\_

ANYTOWN BANK  
400 BANKING WAY  
ANYTOWN, CA 90000

00000101P 0 000074578C 10657800P /000000000/

HOLDS TRANSIT ACCOUNT #

# SUMMARY OF AGENDA ITEM

DATE: February 24, 2015  
TO: Dr. Lexi Cunningham and Governing Board Members  
SUBJECT: Revised Minutes – January 27, 2015 Regular Meeting and Executive Session

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**PURPOSE:**

Administration seeks Governing Board approval of the revised January 27, 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:**

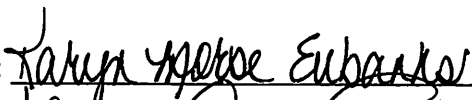
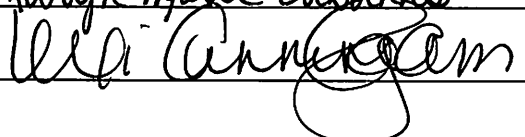
In accordance with Open Meeting laws, Governing Board meetings are recorded and transcribed for the benefit of the public who have an interest in the discussions of and actions taken by Governing Board members at scheduled Governing Board meetings.

**BUDGET IMPACT AND COSTS:**

N/A

**RECOMMENDATION:**

It is recommended that the Governing Board approve the revised January 27, 2015 Governing Board Regular Meeting and Executive Session minutes.

Submitted by:  Date: 2-18-15  
Approved by:  Date: 2-18-15



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

**GOVERNING BOARD MINUTES - REVISED  
REGULAR MEETING AND EXECUTIVE SESSION  
TUESDAY, JANUARY 27, 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. Steven Chapman with the following members present: Mr. Devin Del Palacio, Ms. Corina Madruga, Mr. Vincent Moreno, and Mr. Freddie Villalon.

**Pledge of Allegiance**

Mr. Chapman led in reciting the Pledge of Allegiance.

**Approval of the Regular Agenda**

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

**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 Athletes of the Month were 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)

**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 the Governing Board members for being actively involved in campus events.
- Congratulations to Sierra Linda High School freshman Janae Gonzales for breaking the State girls' basketball three-point record by sinking 14 of 17 three-point shots in a recent game.
- Copper Canyon High School recently took a group of students to Northern Arizona University for a campus visit and are now organizing a trip to Arizona State University.
- The Tolleson Union High School Wolverine Academy continues to excel. Students are regularly coming in for tutoring after school. Guidance Department staff has been very involved in meeting with students to encourage them to attend.
- University High School senior Daisy Murillo was selected as a runner up for the 2015 National Center for Women in Information Technology award. Daisy is interested in technology and has a goal of working in this industry. She is one of 350 students selected out of 2,500 who applied from across the country.
- La Joya Community High School is working with Phoenix International Raceway to host a NASCAR event during February. A NASCAR driver will visit LJCHS and participate in an assembly. The driver will also visit classrooms and speak with students about NASCAR and careers in that industry. Part of the visit will involve a NASCAR race car being on campus during both lunch periods.
- Congratulations to Westview High School for successfully completing and submitting their A+ application. This was a semester commitment that involved a large number of staff, students, and community members.
- Once again, the District will partner with Teach For America this summer for our summer programs. Plans are being finalized for summer school to run June 15-July 9 at Copper Canyon High School.
- The Arizona Interscholastic Association is currently realigning divisions and sections for the upcoming school year. Rather than the standard two year placement, the realignment will be for three years and will provide an opportunity for District teams to play each other and teams in neighboring districts.

### **Governing Board**

- Mr. Moreno had an opportunity to hear Arizona State University President Michael Crow speak on why college is worth the cost and how it is an investment in an individual's future. Mr. Moreno also recapped his visits to the Alternative Education schools (James A. Green Continuing Education Academy and Lighthouse Academy) and the Transportation Department.
- Mr. Villalon thanked all staff for their dedication and hard work, stating that they are the reason students are so successful.
- Mr. Del Palacio related his experience as a judge for the FBLA Regional Conference and read a list of awards Tolleson Union High School student competitors received.
- Ms. Madruga also spoke of her experience as a judge for the FBLA Regional Conference, stating how impressed she was with the students' enthusiasm and talent. Ms. Madruga also mentioned the recent news article which stated that University High School has graduated 99% of students on time.
- Mr. Chapman stated he had attended the meeting with Dr. Cunningham and the Phoenix International Raceway individuals regarding the NASCAR opportunity for La Joya Community High School, expressing that such an experience is a great opportunity to connect with the CTE program.

### **Approval of the Consent Agenda**

Mr. Moreno moved to approve the Consent Agenda; seconded by Mr. Villalon. 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; 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
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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)
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#### Position/Location 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
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#### 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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**Coach**

Bledsoe, Deana	CCHS	Assistant, Girls Basketball
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**Position Changes**

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**

### **Volunteer Chaperones**

Villa, Benjamin	WHS	Choir
Villa, Nicole	WHS	Choir

### **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 – \$ 3,788,384.91
- Expense Vouchers – \$ 1,367,184.13

#### **B. Donations**

The following donations were received:

- CollegeBoard – \$500.00 – Advanced Placement rebate check for Advanced Placement tests at University High School.
- Mr. and Mrs. J.L. Kindell – \$800.00 – Funds for Tolleson Union High School JAG Club miscellaneous expenses.
- Arizona Storage Rental - \$500.00 – Funds for miscellaneous expenses of the Alternative Education Program (CEA/Lighthouse Academy).
- City of Goodyear - \$1,000.00 – Pool covers and storage rack for the Tolleson Union High School swim program.
- Pepsico/Quaker, Inc. - \$1,944.00 – Fifty-four (54) cases of 20-ounce bottles of Gatorade for the La Joya Community High School boys' basketball program.

### **Purchasing \***

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

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**

Since performance under the contracts has been satisfactory, the multi-year contracts will extend for an additional one-year period or portion thereof.

### **Superintendent's Office \***

#### **A. Travel Requests**

The following travel requests were approved:

##### District Office

- 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) will 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

- 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 will 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 will participate in the Kingman Coca-Cola Classic Tournament on March 13-14, 2015 in Kingman, AZ.

#### La Joya Community High School

- La Joya Community High School Sponsors Melissa Tracy and Aaron Dille and 12 members of the Student Council will participate in the Arizona Association of Student Councils State Convention on February 5-7, 2015 in Apache Junction, AZ.

#### Tolleson Union High School

- Tolleson Union High School Sponsor Rosie Peacock, Assistant Principal Chad Doyle, and 12 members of the Student Council will 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**

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**

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**

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 the Arizona School for the Deaf and Blind. 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 – Ms. Lu Reddin, Director**

**Mission Statement**

The TUHSD Transportation Department supports the educational endeavors of the school district by providing safe, efficient, and quality service to our students and staff providing a vital link to education.

**Goals**

- To maintain assigned District vehicles at the highest possible operating standards.
- To provide competent, well-trained drivers who act as positive adult role models by encouraging student learning and maintaining student discipline in a safe, inviting manner.
- To accomplish their mission, employees of the Transportation Department will provide a “vital link to education” by assuring the cost-effective use of personnel and material resources in a professional, caring environment.

**Department Structure**

- Lu Reddin, Director
- Jennifer Martin, Secretary
- Dyan Temple, Route Specialist
- Angie Bryant, Route Specialist
- Marsha Wellman, Route Specialist
- Julianne Williams, Trainer
- Celia Perez, Trainer
- Nate Lucero, Behind the Wheel Trainer
- Dawn Fletcher, Behind the Wheel Trainer
- Marla Boston, Behind the Wheel Trainer
- Dave Huyck, Lead Mechanic
- Dave Martinez, Mechanic
- Matthew Rivera, Mechanic
- Jay Adan, Lot Attendant
- Drivers (52) / Substitute Drivers (6)
- Monitors (15) / Substitute Monitors (3)

**Vehicle Inventory**

- 49 – Passenger buses
- 21 – Specials Needs buses
- 15 – White buses
- 11 – District vans
- 31 – District trucks

Replacement of vehicles depends on the condition of the vehicle, mileage, age, and the cost to keep each vehicle on the road (repair history).

**Average Cost of Vehicles**

Passenger bus	-	\$137,664
Special Needs bus	-	119,446
White bus	-	52,885
Truck/Van	-	23,690

**What / Who Do We Transport?**

- Regular education routes (33 per day)
- Special Needs routes (18 per day)
- Midday routes (14 per day; CEA, Lighthouse Academy, Special Needs)
- McKinney Vento routes (12 per day)
- Tutor routes (9 per day; Copper Canyon, La Joya Community, Sierra Linda, Tolleson Union and Westview)
- Athletic, Class, and Special Needs field trips
- Field trips for feeder elementary schools
- Field trips for School of the Arts at Estrella Mountain (charter school)
- Various transportation needs for City of Tolleson events
- Summer transportation (summer school, reading, math, ELL summer immersion, Special Needs extended school year, and field trips for the City of Tolleson’s reading program)

**Day-to-Day Operations** – It takes a TEAM to get the job done!

- Ninety (90) individuals, including office staff, mechanics, drivers, monitors, and trainers begin as early as 5:00 a.m. Drivers and monitors are the first and last contact many students will have during their educational experience each day.
- On any given day, approximately 2,924 regular education students, 185 students with disabilities, and 33 McKinney Vento students are transported to and/or from school.
- Travel approximately 3,540 route miles daily; that is the approximate equivalent of driving from Los Angeles to New York City and then back to Tulsa.
- For the 2013-2014 school year, provided transportation for 639 white bus trips traveling 12,638 miles and 883 school bus trips equaling 24,271 miles. That is a total of 36,909 field trip miles.

**Fleet Maintenance**

- Three (3) mechanics maintain 70 school buses and 57 white fleet vehicles.
- Every District vehicle is on a preventative maintenance schedule ensuring that each vehicle is in good operating condition and to prevent major repairs.
- Every school bus is inspected by DPS on a yearly basis to ensure it is in compliance with state law, ensuring the buses are safe and dependable.
- Every school bus has an annual inspection performed during the summer. Every nut and bolt, every inch of the bus is inspected to ensure that it is in tip-top operating condition. This is vital in the event of an accident, as all records would be reviewed to determine the integrity of the bus.
- Maintain all vehicle service/repair records.

**Lot Attendant**

- Maintain supplies for drivers.
- Repair seats and bus interiors.
- Monitor fuel tanks and assist mechanics.
- Drive a route, when needed.

### **Trainers**

- Train and test new drivers; including 14 hours of classroom instruction with a minimum of 20 hours of behind-the-wheel training.
- Third party qualified testers for the Motor Vehicle Division for CDL drivers.
- Train new bus monitors.
- Provide ongoing training and conduct safety meetings.
- Provide CDL refresher, CPR, First Aid certification, and Crisis Prevention Intervention instruction.
- Provide all training for District employees approved to drive a white bus.
- Evaluate all CDL drivers on an annual basis on behind-the-wheel skills and physical agility performance.
- Evaluate all bus monitors on an annual basis on job skills and physical agility performance.
- Drive a bus route and perform other various duties, as needed

### **Route Specialists**

- Hub of the Transportation Department.
- Ensure drivers and buses are where they need to be.
- Communicate with teachers, coaches, students, parents, and community members.
- Creative in accomplishing the transportation needs of the District.

### **Transportation Secretary**

- Invoice field trips.
- Oversee the District's Travel Reduction Program.
- Assist dispatch with phones, when needed.
- Order and maintain office supplies.
- Assist employees with technology needs.
- Drive a bus route, when needed.

Tools of the trade include:

### **VersaTrans Routing System**

- Have used the program for 14 years.
- Creates bus routes by locating every student on a map.
- Knows where routes are needed and where bus stops can best benefit our customers.
- Provides driving directions for the drivers.

### **VersaTrans Trip Tracker**

- Works hand-in-hand with the VersaTrans Routing System.
- Allows the Administrative Assistants for Athletics to submit field trip requests for approval and assignment.
- Is also an invoicing tool.
- Moving forward to use the program as intended, allowing coaches and teachers to submit their trips online and go through the approval path to the Transportation Department.

### **VersaTrans Fleet Vision Program**

- A fleet maintenance program that tracks all repairs and service on each vehicle.
- Allows for an inventory of all parts in stock and what needs to be replaced.

### **Zonar**

- GPS tracking system.
- Records the speed of each vehicle and the path and location of each bus.
- Also a tool that each driver uses to perform a pre-trip and post-trip inspection of their bus, which helps to ensure that drivers are performing their inspections regularly and correctly.

### Cameras

- Each bus is equipped with four (4) cameras; one in the front, one in the middle, one in the back of the bus, and one over the driver and facing the stairway area.
- Assists with resolving student discipline and driver issues.
- Used for training purposes.

### Radios

- Each bus is equipped with a two-way radio, which allows the driver to be in constant contact with Dispatch.

### Uniforms

- Third year that uniform shirts have been provided to employees.
- Brought a sense of professionalism and unity to the department.

In closing, Ms. Reddin stated that it is rare that every Transportation Department staff member is in possession of a CDL and is able to drive a bus.

## **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.

John Speer, Assistant Superintendent, stated that the District began its partnership with Arizona State University and the American Dream Academy in the 2011-2012 school year. What began at two of the District's schools has now expanded to all schools. The partnership has provided parents and students with the knowledge and skills to better navigate their experience in high school and transition to a college setting. Individuals who have participated in American Dream Academy have learned how a school system functions.

Parents have learned:

- Their role in supporting and advocating for their student(s) and who they speak to when there are academic concerns.
- The types of courses open to their student(s), including regular, advanced, and advanced placement.
- What tutoring is and when it is available.
- What G.P.A. and class rank mean.
- The role of a Guidance Advisor.
- How to prepare for college, including college requirements, scholarships and the different ways of paying for college, what a student needs to apply to a college and how to get accepted, types of degrees, and the similarities and differences in attending one university over another.

Students have learned:

- Going to college is a realistic possibility.
- How to talk to their families about going to college.
- How to use the resources of the Guidance Advisor about going to college.
- Family support is very important in pursuit of a college degree.

In the 2013-2014 school year, 628 parents and 336 students attended American Dream Academy workshops, an increase of 360 parents and 121 students from the previous school year. One unexpected result of the program is that some parents have chosen to repeat the American Dream Academy for a second year, stating that they continued with the program because they were intrigued by what they had learned and that by attending a second time, it would further clarify their understanding of the information presented.

Parents also stated that they appreciated that the District was providing them with the opportunity to attend the American Dream Academy and that they needed to take advantage of the offering to learn as much as possible so they could help their children plan for their future in college and a career.

Mr. Villalon moved to 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; seconded by Mr. Del Palacio. In a roll call vote, the motion carried 5-0.

## **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

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 Governing Board documents – Expectations, Commitments, and Goals – ensures that the Governing Board members, and the Governing Board as a whole, meets their objective.

Following discussion for clarification purposes and a request to revise one statement, Ms. Madruga moved to adopt the Governing Board Expectations, Commitments, and Goals statements; seconded by Mr. Del Palacio. In a roll call vote, the motion carried 5-0.

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

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 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.

Following discussion and clarification on the four exceptions to paying the liquidated damages fee and what personnel information is and is not available for Governing Board inspection, Mr. Moreno moved to approve the first reading of Policy GCQC; Resignation of Professional Staff Members; seconded by Mr. Villalon. In a roll call vote, the motion carried 5-0.

**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 the District 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. When a professional staff member leaves the District, and the reason does not meet one of the allowable exceptions, the effect on the District is considerable. Administration, therefore, recommended an increase in the amount of liquidated damages assessed against a professional staff member from \$1,000 to \$2,500.

Governing Board members discussed the following:

1. Reasons why teachers leave the District after signing a contract
2. Financial effect on certificated staff who are required to pay liquidated damages
3. The detrimental effects on students and teachers when a teacher prematurely leaves the district, including collapsed classes, increased class size in replacement classes, and having to use a substitute
4. What surrounding districts are doing to stem the flow of teachers
5. The unprofessional behavior of teachers who do not honor the terms of their contract
6. That raising the amount of liquidated damages assessed could negatively impact the District’s recruitment and retention efforts

7. Creating a culture where staff want to come and stay
8. Addressing underlying issues of staff leaving the District before their contract is up

Following discussion by the Governing Board members with answers to questions by the Superintendent, Mr. Villalon moved to 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; seconded by Mr. Moreno. In a roll call vote, the motion was defeated 2-3, with Mr. Chapman, Mr. Del Palacio, and Ms. Madruga casting the dissenting votes.

**Call for Executive Session**

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

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.

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

**Recess of Regular Meeting for Executive Session**

The Regular Meeting recessed at 8:05 p.m.

**Reconvening of Regular Meeting**

The Regular Meeting reconvened at 9:19 p.m.

**FORMAL ADJORNMENT OF REGULAR MEETING**

Mr. Del Palacio moved to adjourn the Regular Meeting; seconded by Mr. Moreno. Mr. Chapman called the Regular Meeting of the Tolleson Union High School District Governing Board adjourned at 9:19 p.m.

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Mr. Steven Chapman, Governing Board President

# SUMMARY OF AGENDA ITEM

DATE: February 24, 2015

TO: Dr. Lexi Cunningham and Governing Board Members

SUBJECT: First Amendment to Intergovernmental Agreement – City of Avondale

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**PURPOSE:**

Administration seeks Governing Board approval of the First Amendment to the Intergovernmental Agreement (IGA) with the City of Avondale.

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

On January 28, 2014, the Governing Board approved an IGA with the City of Avondale for the District to install compound meters and backflow prevention devices at Westview High School by February 3, 2015. The City of Avondale has determined that the District will need additional time to complete the installation and has extended the termination date to August 31, 2015.

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

By installing compound devices, the District will be able to eliminate seventeen (17) water meters and backflow prevention devices currently serving Westview High School, resulting in a savings to the District of the annual cost to test each backflow. In addition, the District will have the capability to more accurately monitor water usage.

**BUDGET IMPACT AND COSTS:**

N/A

**RECOMMENDATION:**

It is recommended that the Governing Board approve the First Amendment to the Intergovernmental Agreement with the City of Avondale.

Submitted by: *Karen Marie Eubanks* Date: *2-18-15*  
Approved by: *Dr. Lexi Cunningham* Date: *2-18-15*

**FIRST AMENDMENT  
TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
TOLLESON UNION HIGH SCHOOL DISTRICT**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (this "First Amendment") is entered into as of January 20, 2015, between the City of Avondale, an Arizona municipal corporation (the "City"), and Tolleson Union High School District of Maricopa County, Arizona, a political subdivision of the State of Arizona (the "District").

**RECITALS**

A. The City and the District entered into an Intergovernmental Agreement, dated February 3, 2014, Contract No. 13880C, for the District to install compound meters and backflow prevention devices at Westview High School (the "Agreement").

B. The City has determined that additional time is necessary for the District to complete the installations.

C. The City and the District desire to enter into this First Amendment to extend the term of the Agreement.

**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 City and the District hereby agree as follows:

1. **Term of Agreement.** The term of the Agreement is hereby extended and shall remain in full force and effect until August 31, 2015, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. **Effect of Amendment.** In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.


3. **Non-Default.** By executing this First Amendment, the District affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

4. Conflict of Interest. This First Amendment and the Agreement may be canceled by either party pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“City”

CITY OF AVONDALE, an Arizona  
municipal corporation

By:   
Kenneth N. Weise, Mayor

Date: January 20, 2015

“District”

TOLLESON UNION HIGH SCHOOL  
DISTRICT OF MARICOPA  
COUNTY, ARIZONA, a political  
subdivision of the State of Arizona


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

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 First Amendment on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this First Amendment is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

  
Andrew J. McGuire, City Attorney

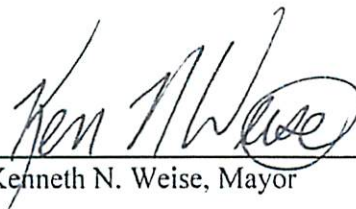
\_\_\_\_\_  
Attorney for the District

4. Conflict of Interest. This First Amendment and the Agreement may be canceled by either party pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“City”

CITY OF AVONDALE, an Arizona  
municipal corporation

By:   
Kenneth N. Weise, Mayor

Date: January 20, 2015

“District”

TOLLESON UNION HIGH SCHOOL  
DISTRICT OF MARICOPA  
COUNTY, ARIZONA, a political  
subdivision of the State of Arizona


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

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 First Amendment on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this First Amendment is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

  
Andrew J. McGuire, City Attorney

  
Attorney for the District

# SUMMARY OF AGENDA ITEM

DATE: February 24, 2015  
TO: Dr. Lexi Cunningham and Governing Board Members  
SUBJECT: Transportation Agreement – Litchfield Elementary School District

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**PURPOSE:**

Administration seeks Governing Board approval of the Transportation Agreement with Litchfield Elementary School District.

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

The District is legally required to provide transportation for one (1) student to Arizona Centers for Comprehensive Education and Like Skills (ACCEL). In addition, Litchfield Elementary School District (LESD) is also legally required to provide transportation for at least one of its students to ACCEL.

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

Entering into an agreement between the Districts will allow a savings of fuel, time, and personnel on behalf of TUHSD in the cost of transporting the student to ACCEL, while receiving an additional transportation credit for transporting an additional child on the route LESD is already legally required will serve as a financial incentive to LESD.

**BUDGET IMPACT AND COSTS:**

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

**RECOMMENDATION:**

It is recommended that the Governing Board approve the Transportation Agreement with Litchfield Elementary School District.

Submitted by: *Karen Marie Schwab* Date: *2-18-15*  
Approved by: *Lexi Cunningham* Date: *2-18-15*

**TRANSPORTATION AGREEMENT  
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214  
AND  
LITCHFIELD ELEMENTARY SCHOOL DISTRICT NO. 79**

This Agreement is made and entered into this 24th day of February, 2015, by and between the Tolleson Union High School District No. 214 (Tolleson UHSD) and the Litchfield Elementary School District No. 79 (Litchfield ESD), two political subdivisions of Maricopa County and the State of Arizona, collectively referred to as the ("Parties").

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

WHEREAS, Litchfield ESD is legally required to provide transportation for at least one of its students to ACCEL; and

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

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

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

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

1. **Purpose.** The primary purpose of the Agreement is to set forth the terms and conditions under which Litchfield ESD will transport one (1) student for Tolleson UHSD to ACEL during all or a portion of the 2014-2015 school year.
2. **Ownership.** Litchfield ESD is the owner of the school bus transporting the Tolleson UHSD student during the term of the Agreement and upon termination of the Agreement.
3. **Financing.** Litchfield ESD shall be responsible for transportation services for the Tolleson UHSD student. Tolleson UHSD will allow the Litchfield ESD to report the transportation route miles for student. Tolleson UHSD shall not make any other payment to Litchfield ESD unless additional expense is incurred; should additional expenses be anticipated, the parties will agree to the terms of any additional expense prior to the expense occurring.



4. Maintenance of Vehicle. Litchfield ESD agrees to insure and maintain the school bus while the student is being transported, using all due care and diligence to transport the child in a safe and appropriate manner; and
5. Effective Date and Expiration. This Agreement shall become effective upon execution by both parties and review by counsel for both parties. This Agreement shall expire June 30, 2015, unless terminated sooner by the parties.
6. Termination of Agreement. Either party to this Agreement may terminate the Agreement prior to its expiration date upon ten (10) days notice to the other party. If either party has reason to suspect that any aspect of activities undertaken pursuant to this Agreement presents a risk to the health or safety of the children or is contrary to mission or operations of such party, that party may request a meeting to be convened between the parties within forty-eight (48) hours with said meeting to be promptly confirmed in writing. In such circumstances, the parties to the Agreement will attempt to reconcile differences within three (3) working days. If reconciliation is not achieved within the three (3) working days period, the Agreement will automatically terminate. Termination shall not relieve the parties from their duties under this Agreement for services provided up to the date of termination.
7. Non-Discrimination. The parties agree to comply with all provisions of applicable, federal, state, and local laws relating to non-discrimination, equal employment opportunity, and the Americans with Disabilities Act. The parties agree to comply with 99-4 dated January 29, 1999, as and may be amended from time to time.
8. Indemnification. To the extent permitted by law, each of the Parties hereto agrees to indemnify, save and hold harmless each other from loss, claims, or damages to the extent caused by negligent act or omission, including reasonable attorneys fees incurred in the defense of any such claims or damages.
9. Insurance. Tolleson UHSD shall include Litchfield ESD as an additional insured on any insurance policy dealing with transportation. In addition, each party shall be obligated to obtain and maintain, at its expense, such public liability insurance as reasonably necessary to protect against claims, losses, or judgments that might result from the negligent acts or omissions of the Districts, their agents, employees, or invitees relative to Litchfield ESD transportation services for the Tolleson UHSD student.
10. Conflict of Interest. Each Party acknowledges that the other has the statutory right to cancel this Agreement, if while this Agreement or any extension is in effect, any person significantly involved in negotiating, drafting or securing this Agreement on behalf of a party is (a) an employee or agent of the other party in any capacity, or (b) a consultant to the other party with respect to the subject matter of this Agreement; all as provided in A.R.S. 38-511.

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

Tolleson Union High School District No. 214

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

For the Litchfield Elementary School District No. 79:

Dr. Julianne Lein, Superintendent  
Litchfield Elementary School District No. 79  
272 East Sagebrush Street  
Litchfield Park, AZ 85340

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be changed or modified except upon written agreement of the parties.

12. Reporting and Records. All accounts, reports, files and other records relating to this Agreement shall be kept for five (5) years after termination of this Agreement and shall be open to reasonable inspection and audit by the other party during that period.

13. Arizona Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

14. Confidentiality. Both parties provided under the terms of this Agreement agree and understand that all written student records shall be kept confidential in accordance with the Family Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act, the Individuals with Disabilities Education Act ("IDEA") and regulations adopted thereunder, the Health Insurance Portability and Accountability Act (HIPAA) and regulations adopted thereunder, and applicable school board policies as to the disclosure of personally identifiable information from students' education records.

15. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the parties warrant their compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). A party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours

by the other party. The parties shall cooperate with the other party's random inspections including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

16. Fingerprinting. The Litchfield Elementary School District agrees that any transportation personnel involved in carrying out the duties of this Agreement shall be in compliance with the fingerprinting requirements of A.R.S. § 15- 512.

17. Nonassignability. Neither party may assign a duty or responsibility under this Agreement without the prior written consent of the other party.

18. Invalidity of Any Part of the Agreement. The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.

19. Worker's Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any worker's compensation benefits which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation."

20. Rights and Obligations of the Parties Only. The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, or agency or organization.

21. Review by Legal Counsel. Pursuant to A.R.S. § 11-952(D), an attorney for each party must review this Agreement.

IN WITNESS THEREOF, the Parties hereto execute this Agreement.

Tolleson Union High School District No. 214

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

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

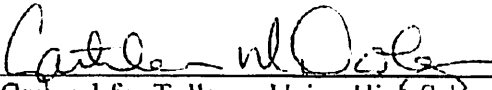
Litchfield Elementary School District No. 79

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

By: \_\_\_\_\_  
Dr. Julianne Lein  
Superintendent

Intergovernmental Agreement Determination

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

By:   
Legal Counsel for Tolleson Union High School District

Date: 2/18/15

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

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

# SUMMARY OF AGENDA ITEM

DATE: February 24, 2015  
TO: Dr. Lexi Cunningham and Governing Board Members  
SUBJECT: Intergovernmental Agreement - City of Tolleson

---

**PURPOSE:**

Administration seeks Governing Board approval of the Intergovernmental Agreement Regarding Use and Operation of Swimming Pool with the City of Tolleson for Summer 2015.

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

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

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

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

**BUDGET IMPACT AND COSTS:**

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

**RECOMMENDATION:**

It is recommended that the Governing Board approve the Intergovernmental Agreement Regarding Use and Operation of Swimming Pool with the City of Tolleson for Summer 2014.

Submitted by: Karen Marie Eubanks Date: 2-18-15  
Approved by: Lexi Cunningham Date: 2-18-15

**RESOLUTION NO. 2222**


**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 OF MARICOPA COUNTY AND THE CITY OF TOLLESON RELATING TO THE 2015 SWIMMING POOL PROGRAM AND JOINT FACILITY USE.**

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

Section 1. The Intergovernmental Agreement with Tolleson Union High School District No. 214 of Maricopa County (the "District"), relating to use of District facilities for the 2015 swimming pool program (the "Agreement"), is hereby approved in substantially the form attached hereto in Exhibit A, and incorporated herein by reference.

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

**PASSED AND ADOPTED** by the Mayor and Council of the City of Tolleson, Arizona, on this 10th day of February, 2015.

  
Adolfo F. Gámez, Mayor

ATTEST:

  
Chris Hagen, City Clerk

APPROVED AS TO FORM:

  
Scott W. Ruby, City Attorney

**EXHIBIT A  
TO  
RESOLUTION NO. 2222**

**[Agreement]**

**See following pages.**



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

**PROGRAM YEAR 2015-2016**

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

**RECITALS**

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

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

**WHEREAS**, the City desires to use the Pool to operate a swimming pool program from approximately May 1, 2015 through approximately September 2, 2015 (the "Swimming Pool Program"); and

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

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

**AGREEMENT**

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

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

2. **Duration.** This Agreement shall be effective from May 1, 2015, through April 30, 2016 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the

Agreement, the District requests, in writing, to extend the Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The District's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the District, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

**3. Responsibilities of the District.**

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

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

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

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

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

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

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

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

**4. Responsibilities of the City.**

a. The City shall pay to the District the sum of \$45,000.00 on or before May 1, 2015 to assist with the costs of the Swimming Pool Program.

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

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

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

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

6. Termination.

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

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

c. If the actual costs incurred for operation of the Swimming Pool Program cause the District to operate the program at a loss, the District may terminate this Agreement. Upon approval by the District, the City may provide additional amounts to the District in order to extend the District's obligations under this Agreement.

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

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

9. Governing Laws; Attorneys' Fees. This Agreement shall be governed and interpreted according to the laws of the State of Arizona. In the event of any litigation or

arbitration arising out of this Agreement, the prevailing party in such litigation or arbitration shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and other costs of litigation.

10. Indemnification. To the extent permitted by law, each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) for damages to property or for injury to or death of persons which relate to the performance of this Agreement.

11. Insurance. Each party, at its cost, shall maintain comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence, insuring against all liability of said party and its authorized representatives arising out of and in connection with said party's use or occupancy of the Pool. Said insurance shall include broad form contractual liability covering without limitation, the liability assumed under the indemnification provision of this Agreement. If the policy is to be written with an annual aggregate limit, that limit shall be not less than \$2,000,000. Comprehensive general liability shall name the other party to this Agreement as an additional insured. All insurance policies shall provide that the policies cannot be canceled, not renewed, and not limited in scope of coverage or limits until and unless thirty (30) calendar days' prior notice is given to the other party. Notwithstanding anything in the foregoing to the contrary, each party shall retain the option of discharging this obligation by means of funded self-insurance.

12. 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 (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (iii) given to a recognized and reputable overnight delivery service, to the address set forth below or (iv) delivered by facsimile transmission to the number set forth below:

If to the City:                                      City of Tolleson  
9555 West Van Buren Street  
Tolleson, Arizona 85353  
Facsimile: (623) 936-7117  
Attn: Reyes Medrano, Jr., City Manager

With copy to:                                        Gust Rosenfeld, P.L.C.  
One East Washington Street, Suite 1600  
Phoenix, Arizona 85004-2553  
Facsimile: (602) 340-1538  
Attn: Scott W. Ruby, Esq.

If to the District: Tolleson Union High School District No. 214  
9801 West Van Buren Street  
Tolleson, Arizona 85353  
Facsimile: (623) 936-5048  
Attn: Lexi Cunningham, Superintendent

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

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

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

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

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

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

17. Complete Agreement. This Agreement constitutes the complete agreement between the parties and supersedes all prior negotiations, representations, and understandings as to the matters contained herein. The terms and conditions of this Agreement shall not be modified or waived except as agreed to in writing by the party against whom such modifications or waiver is to be enforced.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

“City”

“District”

CITY OF TOLLESON, an Arizona municipal corporation

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

  
Adolfo F. Gámez, Mayor

\_\_\_\_\_  
Steven Chapman, Governing Board President

Date: February 10, 2015

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


ATTEST:

ATTEST:

  
Chris Hagen, City Clerk

\_\_\_\_\_  
Lexi Cunningham, Superintendent

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

  
Scott W. Ruby  
Attorney for City of Tolleson

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

# SUMMARY OF AGENDA ITEM

DATE: February 24, 2015  
TO: Dr. Lexi Cunningham and Governing Board Members  
SUBJECT: Purchasing Department Update

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**PURPOSE:**

Cheryl Burt, Director of the Purchasing Department, will provide a department update to the Governing Board.

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

Governing Board policies DJ through DJGA pertain to Purchasing.

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

Information pertaining, but not limited, to the following will be shared: purchasing process, organization, rules/regulations, procurement, purchase orders, credit/account/procurement cards, warehouse, and inventory management.

**BUDGET IMPACT AND COSTS:**

N/A

**RECOMMENDATION:**

Information only. Governing Board action is not required.

Submitted by: Karen Marie Eubank Date: 2-18-15  
Approved by: Lexi Cunningham Date: 2-18-15



# SUMMARY OF AGENDA ITEM

DATE: February 24, 2015  
TO: Dr. Lexi Cunningham and Governing Board Members  
SUBJECT: Minutes – February 10, 2015 Regular Meeting

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**PURPOSE:**

Administration seeks Governing Board approval of the February 10, 2015 Governing Board Regular Meeting minutes. Mr. Villalon was excused from the meeting.

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

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

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

In accordance with Open Meeting laws, Governing Board meetings are recorded and transcribed for the benefit of the public who have an interest in the discussions 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 February 10, 2015 Governing Board Regular Meeting minutes.

Submitted by: Karen Marie Erickson Date: 2-18-15  
Approved by: Lexi Cunningham Date: 2-18-15



## TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214

### GOVERNING BOARD MINUTES REGULAR MEETING

TUESDAY, FEBRUARY 10, 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 6:05 p.m. by Governing Board President Mr. Steven Chapman with the following members present: Mr. Devin Del Palacio, Ms. Corina Madruga, and Mr. Vincent Moreno. Mr. Freddie Villalon was excused from the meeting.

#### **Pledge of Allegiance**

Mr. Chapman led in reciting the Pledge of Allegiance.

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

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

#### **Celebrations**

##### **A. 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 January 2014 Employee of the Month were recognized for her contributions to the District.

##### Sierra Linda High School

Amanda Ramirez, Freshman and Advanced Sophomore English Teacher

#### **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**

- Governor Ducey has declared February as Career and Technical Education month in Arizona.
- The Sierra Linda High School girls' basketball team is 16-0 in regular season, 21-2 overall, and are expected to place first in their section.
- Copper Canyon High School won their football appeal and will be able to drop from Division II to Division III.
- The new turf is being stalled at Tolleson Union High School. Once installed, a small ceremony will be held to celebrate the new field. TUHS is very fortunate to have been chosen by the NFL to receive this honor. The value of the field and work involved to install is approximately \$150,000.

- Five University High School students have been accepted to participate in the 2015 summer STEP (Student Expedition Program) experience. STEP provides an opportunity for high school students to confront and overcome challenges faced in a three-week wilderness leadership expedition in Alaska. Students receive training from the National Outdoor Leadership School.
- The La Joya Community High School Special Olympics Cheer Squad, who cheered and performed a dance routine to a One Direction song, took home the gold last week at a regional competition held at Kellis High School.
- Congratulations to Westview High School for being selected to receive an A+ team visit.
- CEA/Lighthouse Academy recently celebrated their January Students of the Month.

**Governing Board**

- Mr. Moreno stated that he (1) recently attended the grand opening of Pendergast Elementary School District’s Family Health Center, sponsored and staffed by Maricopa Integrated Health System, and (2) read in the West Valley View newspaper about La Joya Community High School students who signed on to play college football and Tolleson Union High School’s Marine Corp JROTC-hosted National Rifle Association training.
- Ms. Madruga spoke of the newly organized Arizona Latino School Board Association and of grant opportunities available for teachers through Salt River Project.
- Mr. Del Palacio had the opportunity to watch Westview High School student Jalen Johnson sign his letter of intent with the Air Force Academy and mentioned that he had attended a recent Westview High School basketball game where he lost a wager and will wear the opposing team’s shirt to a future Governing Board meeting.
- Mr. Chapman said he recently visited the Transportation and Facilities Management Departments.

**Approval of the Consent Agenda**

Mr. Chapman moved to approve the Consent Agenda, with the exception of Item #5.C, Minutes – January 27, 2015 Regular Meeting and Executive Session; seconded by Mr. Del Palacio. In a roll call vote, the motion carried 4-0.

**Discussion/Action of Items(s) Previously Removed from the Consent Agenda – Item #5.C, Minutes – January 27 Regular and Executive Session**

Following discussion, Mr. Del Palacio moved to table the item to a subsequent Governing Board meeting; seconded by Mr. Moreno. In a roll call vote, the motion carried 4-0.

**CONSENT AGENDA \* ITEMS**

**Human Resources \***

**A. Personnel Items**

**CERTIFIED STAFF**

**Employment of Personnel**

Anderson, Timber	DO	Homebound Teacher
Van de Wille, Phillip	DO	Guest Teacher
Peterson, Cassandra	WHS	Mathematics
<b><u>Co-curricular Sponsor</u></b>		
McDowell, Robert	WHS	Sound Technician

**Extra Duty Assignments**

Johnson, Curtis	CCHS	CPR Instructor
Ruvalcaba, Bertha	CCHS	Family Literacy Program
Gordon, Samantha	SLHS	CPR Instructor
Lebrecht, Terri	SLHS	CPR Instructor
Rodl, Louis	SLHS	Game Worker
Roman, Victoria	SLHS	Family Literacy Program

**Extra Section Stipend**

Wilke, Jason	TUHS	Wellness
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**Medical Leave of Absence Requests**

Bianco, Megan	CCHS	School Nurse
Daly, Kenneth (Intermittent)	CCHS	English
Riggs, Randahl	CCHS	Guidance Advisor

**Return from Medical Leaves of Absence**

Bianco, Megan	CCHS	School Nurse
Garcia, Edith	SLHS	Physical Education
Geiger, Benjamin	WHS	Social Studies

**Military Leave**

Miley, Whitney	TUHS	Special Services
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**CLASSIFIED STAFF****Employment of Personnel**

Caltabellotta, Elizabeth	CCHS	Instructional Assistant I, Special Services
Falcon, Mark	DO	Groundskeeper
Peterson, Travis	DO	Bus Monitor
Walker, Melody	DO	Substitute Bus Driver

**Position Change**

Dixon, Carla	DO	From Substitute Bus Monitor to Bus Monitor
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**Coaches**

Castro, Ashlee	TUHS	Athletic Trainer
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**Medical Leave of Absence Requests**

Marquez, Sara	DO	Bus Monitor
Scott, Twila	SLHS	Instructional Assistant II, Special Services

**Military Leave**

Montoya, Steven	SLHS	Instructional Assistant I, Title I Math
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**Resignation**

Ludwick, Melanie	WHS	Technology Support Specialist II
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**Financial Services \***

**A. Donations**

The following donations were received:

- Science Foundation of Arizona – \$1,016.44 – Funds for miscellaneous expenses for the RoboKrew and Science clubs at Tolleson High School/University High School.
- Barnes & Noble – \$2,500 – Books for the Title I program at each school site.

**Purchasing \***

**A. Award of Contract: RFQ #15-017-20, Architect and Engineering Services**

SPS+ Architects, EMC2 Group Architects Planners, and Orcutt/Winslow were awarded a contract for architectural and engineering services.

**A. Disposal #885 and #886 - Technology**

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

**Teaching and Learning \***

**A. Statement of Assurance – Teacher Evaluation System – 2015-2016**

A.R.S. §15-952.A.3 specifies that local governing boards must annually submit evidence to the State Board of Education that the evaluation system originally approved by the Governing Board continues to meet all requirements set forth in A.R.S. §15-527.

**Superintendent's Office \***

**A. Travel Requests**

The following travel request was approved:

Copper Canyon High School

- Copper Canyon High School Band Director Mike Torres; teacher chaperones Brad Lasater, Lindsey Lewandowski, Kirk Johnson, and Heather Gilbert; three parent chaperones; and approximately 100 band/choir students will participate in the Performing Arts California Tour on April 2-4, 2015 in Anaheim, CA.

**B. Second Reading – Policy GCQC; Resignation of Professional Staff Members**

The first reading and discussion of proposed changes to Policy GCQC took place during the January 27, 2015 Governing Board meeting. Governing Board members approved the second and final reading of the policy.

**C. Minutes – January 27, 2015 Regular Meeting and Executive Session**

(See Discussion/Action of Item(s) Previously Removed from the Consent Agenda above.)

**D. Student Capacity – 2015-2016 School Year**

Tolleson Union High School, University High School, and Westview High School will be closed to open enrollment for the 2015-2016 school year. Copper Canyon High School, La Joya Community High School, and Sierra Linda High School will continue to accept open enrollment.

## INFORMATION/DISCUSSION ITEMS

### 1. **Facilities Management Department Update – Mr. Richard Oros, Executive Director**

#### Mission Statement

The Facilities Management Department is dedicated to providing a well maintained, attractive, clean, accessible, safe, and well-planned educational environment to facilitate campus activities and support the mission and goals of Tolleson Union High School District. We will manage our financial resources in ways that accomplish our tasks of maintenance, service, and construction as well as implementing new technologies to optimize our efficiency.

#### Goals

The Facilities Management Department is built on a culture that TUHSD is their home and teamwork is the foundation to their success.

- Selective when hiring to ensure the right qualified person for the job.
- Provide training for staff to ensure they have the knowledge and tools needed to perform their respective trade.

Operations are divided into two components.

- Staff permanently assigned to the schools, including:
  - Plant Manager
  - Groundskeeper
  - Night Lead
- District-assigned staff that rotate weekly to each school, including:
  - Groundskeepers (5)
  - General Trades Specialist
  - Locksmith
  - Plumber
  - HVAC Techs (3)
  - Electricians (2)
  - Custodial Services (contracted through ABM)

The Facilities Management Department has, collectively, more than 318 years of experience serving the District. Department/school structure include the following:

#### District Office

- Richard Oros, Executive Director (3 years of service)
- Cruzita Mendoza, Supervisor (26 years of service)
- Raquel Gutierrez, Accounting Technician (3 years of service)

#### Tolleson Union High School/University High School

Established in 1928 with the newest buildings built in 2008. Approximately 252,000 sq. ft. of buildings.

- Mike Cerda, Plant Manager (30 years of service)
- Jesus Rodriguez, Groundskeeper (15 years of service)
- Richard Grijalva, Night Lead (18 years of service)

#### Westview High School

Established in 1989. Approximately 292,000 sq. ft. of buildings.

- Tim Johns, Plant Manager (23 years of service)
- Ysmael Vega, Groundskeeper (3 years of service)
- Greg Gualdoni, Night Lead (20 years of service)



### La Joya Community High School

Established in 2002. Approximately 269,000 sq. ft. of buildings.

- Ray Morin, Plant Manager (24 years of service)
- Adam Martinez, Groundskeeper (Less than 1 year of service)
- Emilio Sainz, Night Lead (Less than 1 year of service)

### Copper Canyon High School

Established in 2005. Approximately 250,000 sq. ft. of buildings.

- Peter Vallone, Plant Manager (9 years of service)
- Lucio Nunez, Groundskeeper (11 years of service)
- Gladis De La Cruz, Night Lead (9 years of service)

### Sierra Linda High School

Established in 2009. Approximately 269,000 sq. ft. of buildings.

- Frank Gonzalez, Plant Manager (6 years of service)
- Ricky Bustamante, Groundskeeper (32 years of service)
- Victor Aguayo, Night Lead (8 years of service)

Various capital projects were completed at the sites during 2014, including:

### Tolleson Union High School/University High School

- Asphalt seal coat and repairs of parking lots
- Installed a new track
- Renovated Buildings 1800, 1900, 2000, and Room 310
- Replaced carpet in Building 100
- Replaced HVAC units in Buildings 300, 400, 1800, 1900, and 2000 and all units that were over 12 years old
- School Facilities Board funded a new roof for the Library

### Westview High School

- Asphalt seal coat and repairs of parking lots
- Installed a new track
- Refinished gym floor to include logos
- Removed drinking fountains from inside the gym
- Renovated the Administration building that included new carpet
- Renovated the Library that included new carpet
- Renovated the science rooms in Building 300
- Replaced concrete in the courtyard
- Replaced identified doors and hardware

### La Joya Community High School

- Asphalt seal coat and repairs of parking lots
- Installed exterior lighting controls
- Installed new upgraded gates in girls' locker room
- Replaced carpet and VCT in Building 800
- Upgraded exterior lighting inside the campus
- Upcoming projects include air handlers and painting

### Copper Canyon High School

- Asphalt seal coat and repairs of parking lots
- Removed drinking fountains from the inside of the gym
- Replaced restroom partitions in Buildings 900 and 1200
- Irrigation controls and new scoreboards for baseball and softball fields are currently in progress

### Sierra Linda High School

- Asphalt seal coat and repairs of parking lots
- Concrete polish cafeteria floor
- Concrete polish Building 400 hallways floors
- Concrete polish Building 700 hallway floor
- Replace VCT in Nurse's Office
- School painting in progress

As communication is vital to the success of the Facilities Management Department, weekly meetings with the Assistant Principals of Athletics and Facilities and the Plant Managers are held to review capital projects, site concerns, utility usage, work in progress, and work orders. Bimonthly meetings with the Plant Managers are held at the District Office to review best practices, capital projects, protocols, purchase orders, and safety. Monthly meetings are held with all Facilities Management Department staff to celebrate birthdays, review staff concerns and suggestions, and provide updates on projects and any changes in the Department. In addition, an Operations Efficiency meeting takes place every two weeks with the Directors of the Information Technology, Transportation, Food and Nutrition, Finance, and Purchasing departments and the Special Project Manager to review best practices, concerns, new policies, projects, protocols, safety, and special events, while providing an opportunity to build a winning team.

The Facilities Management Department established a three year relationship with the Arizona Department of Corrections with respect to using female inmate work crews during the summer and, most recently, during winter break. Their assistance has allowed the Facilities Maintenance Department latitude to complete jobs in a timely manner and with minimal cost to the District. The inmates are monitored by a Corrections Officer at all times and only work in areas where students are not present. Some of the projects they have assisted with include:

- Painting curbs and buildings
- Preventive maintenance on HVAC systems
- Removing trash, cleaning rooms, and moving equipment
- Trimming trees and clearing weeds

### **FORMAL ADJORNMENT OF REGULAR MEETING**

Mr. Moreno 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 6:50 p.m.

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Mr. Steven Chapman, Governing Board President