

# GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40

Special Meeting of the Governing Board  
February 23, 2017, 5:00 p.m.

Revised #2  
February 22, 2017

## **Public Notice - Meeting Agenda**

Notice of this meeting has been posted consistent with the requirements of A.R.S. §38-431.02.  
The meeting's location is the Governing Board Room in the District Office, 7301 N. 58<sup>th</sup> Avenue, Glendale.

The Board reserves the right to change the order of items on the agenda, with the exception of public hearings, which are scheduled for a specific time. At the chair's discretion, the Board may carry over consideration of any business not concluded by 9:00 p.m. to the next regular meeting's agenda. Governing Board members may participate in person or via telephone conference call. The Governing Board reserves the right to convene to executive session for the purpose of obtaining legal advice from its attorney for any item listed on the agenda, in person or by telephone, pursuant to A.R.S. §38-431.03.A.3.

### **ORDER OF BUSINESS**

#### **1. Call to Order**

#### **2. Opening Exercises**

- a. Offer of Spanish Interpretation
- b. Moment of Silence
- c. Pledge of Allegiance
- d. Adoption of Agenda
- e. Approval of Acting Clerk (if necessary)

#### **3. Governing Board Workshop**

At this time, the Governing Board and Administration will participate in a training workshop facilitated by Ms. Julia Smock from the Arizona School Boards Association. The workshop will include discussion of the following:

- Governing Board roles and responsibilities in reference to Board Policy
- Individual Board Member interests and priorities
- Governing Board self-evaluation and goals
- Measuring goal progress
- Next steps

#### **4. Call to the Public**

The public is invited to address the Board on any issue within its jurisdiction, subject to reasonable time, place and manner restrictions. Governing Board members are not permitted to discuss or take legal action on matters raised during open call to the public unless the matters are properly noticed for discussion and legal action. However, the law permits 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 Board; (b) Ask staff to review a matter; or (c) Ask that a matter be put on a future agenda.

Those wishing to address the Board should complete a "Call to the Public" form and submit it to the Board Secretary prior to the start of the meeting. Each speaker will be provided three (3) minutes to address the Board, unless provided other direction by the Board. At the outset of the speaker's remarks, the speaker should state their name and the Board requests that the speaker provide his/her address.

#### **5. Consent Agenda**

##### **a. Certified Personnel Report**

It is recommended the Governing Board approve the employments, resignations, retirements, promotions, leaves of absence, cancellations of employment, terminations, and/or contract renewals of certified personnel.

##### **b. Classified Personnel Report**

It is recommended the Governing Board approve the employments, resignations, retirements, promotions, leaves of absence, cancellations of employment and/or terminations of classified personnel.

c. Out-of-County Field Trip

It is recommended the Governing Board approve the out-of-county field trip for seventh and eighth grade AVID students from Challenger to travel to Northern Arizona University for the College Exploration Field Trip to meet AVID requirements.

d. Travel

It is recommended the Governing Board approve employee requests for out of county, out of state travel as presented.

e. Memorandum of Understanding

It is recommended the Governing Board approve the Memorandum of Understanding with Teach for America for the 2017-2018 and 2018-2019 school year.

**6. Action Items**a. Certified Contract Renewals

It is recommended the Governing Board approve the renewal of certified staff (Non-Administrative) employment contracts for the 2017-2018 school year.

b. Phased Retirement Plan

It is recommended the Governing Board approve the Phased Retirement Plan as presented.

c. Policy Revision First Reading

It is recommended the Governing Board approve the first reading of proposed revisions to Policy J-FABD - Admission of Homeless Students

**7. Future Meetings and Events**a. Future Meetings

The Governing Board will review the list of upcoming Board meetings and potential agenda topics.

b. Agenda Item Requests

Governing Board Members will request items to be included on future meeting agendas for discussion, information and/or action.

**8. Summary of Current Events**a. Superintendent Report

The Superintendent will present a brief summary of current events.

b. Governing Board Report

Governing Board Members will present brief summaries of current events, as necessary.

**9. Adjournment**

REVISED

REVISED

GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 5.A. TOPIC: Certified Personnel Report

SUBMITTED BY: Ms. Cathey Mayes, Director of Human Resources

RECOMMENDED BY: Dr. Barbara Goodwin, Assistant Superintendent for Human Resources

DATE ASSIGNED FOR CONSIDERATION: February 23, 2017

RECOMMENDATION:

It is recommended the Governing Board approve the employments, resignations, retirements, promotions, leaves of absence, cancellations of employment, terminations, and/or contract renewals of certified personnel.

**Resignation**

1. Adams, Lindsey	Teacher	Personal	05/26/17
2. Albright, Sarah	Teacher	Education	05/26/17
3. Anaguano, Lisa	Teacher	Personal	05/26/17
4. Bacha, Carly	Teacher	Personal	05/26/17
5. Benson, Malinda	Teacher	Other Employment	05/26/17
6. Brushwein, Leah	Teacher	Moved	05/26/17
7. Calmes, Amber	Teacher	Personal	05/26/17
8. Castro, Nichol	Teacher	Personal	05/26/17
9. Cole, Andrea	Teacher	Personal	05/26/17
10. Cortes-Fraga, Tzitziki	Teacher	Personal	05/26/17
11. Coyner, Rebecca L.	Teacher	Personal	05/26/17
12. Dent, Lisa	Teacher	Moved	05/26/17
13. Edwards, Christine	Teacher	Personal	05/26/17
14. Fernandez, Michaela	Teacher	Personal	05/26/17
15. Garcia, Anne	Teacher	Moved	05/26/17
16. Gelderman, Jaime	Teacher	Moved	05/26/17
17. Gliss, Rachel	Teacher	Other Employment	05/26/17
18. Gonzalez, Terry	Teacher	Personal	05/26/17
19. Haley, Laura	Teacher	Personal	05/26/17
20. Hill, Amanda	Teacher	Education	05/26/17
21. Horner, Kelsey	Teacher	Personal	05/26/17
22. Hurst, Leigh	Teacher	Moved	05/26/17
23. Hutchinson, Kathryn M.	Teacher	Personal	05/26/17
24. Knight, Sara H.	Teacher	Moved	05/26/17
25. Knox, Hillary	Teacher	Moved	05/26/17
26. Krchnavy, Christina	Teacher	Moved	05/26/17
27. Krutel, Heather C.	Teacher	Personal	05/26/17
28. Lara, Melissa	Teacher	Personal	05/26/17
29. Larson, Adrienne	Teacher	Moved	05/26/17
30. Leopold, Shannon J.	Teacher	Personal	05/26/17
31. Luna, Anilu	Teacher	Moved	05/26/17
32. Matson, Danielle	Teacher	Personal	05/26/17
33. McAndrews, Jennifer	Teacher	Moved	05/26/17
34. McAndrews, Kristopher	Teacher	Personal	05/26/17
35. Miller, Taylor	Teacher	Personal	05/26/17
36. Morrow, Melissa	Teacher	Moved	05/26/17
37. Narbone, Cara	Teacher	Personal	05/26/17

38. Puglia, Breanne	Teacher	Other Employment	05/26/17
39. Rodriguez, Itzel	Teacher	Moved	05/26/17
40. Shukert, Haley	Teacher	Personal	05/26/17
41. Sotiwong, Apichai	Teacher	Personal	05/26/17
42. Taylor, Maggie J.	Teacher	Moved	05/26/17
43. Thomas, Kanishia	Teacher	Personal	05/26/17
44. Tryon, Mindy	Teacher	Personal	05/26/17
45. Varga, Jessica	Teacher	Other Employment	05/26/17
46. Vega, Stephanie	Teacher	Personal	02/13/17
47. Volk Nicholson, Melanie Ann	Teacher	Personal	05/26/17
48. Williams, Justina	Teacher	Moved	05/26/17
49. Wyner, Jessica	Teacher	Personal	05/26/17
50. Yeakel, Cody	Teacher	Personal	05/26/17

\*Recommend liquidated damages fee applied per contract

### Retirements

1. Cable, Jeffrey	Teacher		03/01/17
2. Carlson, Stacy	Teacher		05/26/17
3. Gironda, Janet E.	Lead Librarian		06/02/17
4. Van Hoey, Thomas	Teacher		05/26/17

\*Entering Phased Retirement

### Guest Teacher - New Hire

1. Martinez, Nancy S.	Guest Teacher		02/07/17
-----------------------	---------------	--	----------

### Guest Teacher - Resignation

1. Dunbar, Jarrett	Guest Teacher	Personal	02/10/17
2. McDonald, Patricia L.	Guest Teacher	Retirement	02/17/17

GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 5.B. TOPIC: Classified Personnel Report

SUBMITTED BY: Ms. Jacqueline Horine, Coordinator for Classified Human Resources

RECOMMENDED BY: Dr. Barbara Goodwin, Assistant Superintendent for Human Resources

DATE ASSIGNED FOR CONSIDERATION: February 23, 2017

RECOMMENDATION:

It is recommended the Governing Board approve the employments, resignations, retirements, promotions, leaves of absence, cancellations of employment, and/or terminations of classified personnel.

**New Employment**

1. Alvarado, Elena I.	Library Clerk	\$11.49	02/21/17
2. Comeau, Ayodele	Substitute Bus Monitor	\$10.00	02/13/17
3. De La Torre, Maria A.	Trainee School Bus Driver	\$12.07	02/13/17
4. Ellis, Leon	Trainee School Bus Driver	\$12.07	02/13/17
5. Gardner, Lisa M.	Speech Language Pathology Assistant	\$18.01	02/21/17
6. Henninger, Billie Jo	School Bus Driver	\$15.15	02/21/17
7. McKinney, Nicole M.	Educational Assistant	\$12.75	02/13/17
8. Niyonzima, Aline	Educational Assistant	\$10.00	02/13/17

**Rehire**

1. Chrisco, Harmony J.	Substitute Extended Day Activity Leader	\$10.00	02/13/17
------------------------	---	---------	----------

**Position Change**

2. Leyba, Geneva M.	From Library Clerk to Warehouse Delivery Driver	\$13.79	02/27/17
3. Moles, Carl F.	From Trainee School Bus Driver to School Bus Driver	\$13.65	02/13/17
4. Newell, Catherine	From Educational Assistant Resource and Campus Monitor to Educational Assistant Ortho Impaired	\$10.00	02/21/17
5. Ruiz, Brenda S.	From Educational Assistant Resource and Campus Monitor to Educational Assistant CC-SE	\$11.75	02/13/17

**Resignation**

1. Canales, Yesica N.	Educational Assistant	Personal	02/17/17
2. Castrovinci, Lillian O.	Human Resources Technician	Other Employment	02/22/17
3. Cluney, Linda	Educational Assistant	Other Employment	02/10/17
4. Dormer, Colleen Ann	Human Resources Technician	Other Employment	02/17/17
5. Eskridge, Lisha S.	Grants Budget Technician	Personal	03/17/17
6. Kucharek, Angkana J.	Food Service Specialist	Other Employment	02/22/17
7. Lopez, Favio A.	School Bus Driver	Other Employment	02/17/17
8. Marquez, Alexis A.	Educational Assistant	Education	05/25/17
9. North, Michelle R.	Nurse RN	Education	05/25/17
10. Pasos, Bianca Lucy	Educational Assistant	Other Employment	02/03/17
11. Ramirez, Jenny	Campus Monitor	Personal	02/03/17
12. Ramirez, Stephanie V.	Food Service Specialist	Personal	02/10/17
13. Romero Carrillo, Alma	Cleaner	Personal	02/17/17
14. Smythe, Waymon W.	Trainee School Bus Driver	Personal	02/10/17

**Retirement**

1. Aigner, Phillip R.	School Bus Driver	05/25/17
2. Miranda, Ruben Lopez*	Unit Operations Manager	06/30/17
3. Peterson, Susan J.	Educational Assistant	05/25/17

\*Entering Phased Retirement

**Increase in Hours**

1. Rosales de Cardoza, Rosa D.	Food Service Worker	\$10.00	02/13/17
--------------------------------	---------------------	---------	----------

**Leave of Absences**

1. Galaviz, Alex G.	Skilled Maintenance Worker	02/13/17 to 05/05/17
---------------------	----------------------------	----------------------

GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 5.C. TOPIC: Out of County Field Trip

SUBMITTED BY: Ms. Tiffany Molina, Principal of Challenger Middle School

RECOMMENDED BY: Mr. Joe Quintana, Superintendent

DATE ASSIGNED FOR CONSIDERATION: February 23, 2017

RECOMMENDATION:

It is recommended the Governing Board approve the out-of-county field trip for seventh and eighth grade AVID students from Challenger to travel to Northern Arizona University for the College Exploration Field Trip to meet AVID requirements.

---

Request form attached.

**GLENDALE ELEMENTARY SCHOOL DISTRICT No. 40**

**REQUEST FOR OUT-OF-COUNTY/OUT-OF-STATE/OVERNIGHT FIELD TRIPS**

**Route:**

- Approval by Supervisor
- Approval by Director of Transportation
- Approval by Assistant Superintendent for Educational Services
- Submitted to Superintendent's office by Educational Services
- Approval by the Governing Board

School: Challenger Middle School

Date(s) of Trip: April 26, 2017

Destination of Travel: Northern Arizona University (NAU)

Grade(s) of participants: 7<sup>th</sup> and 8<sup>th</sup> grade AVID Students

Number of Students: 51

Number of Supervising Adults: 5

Total Chaperone to Student Ratio: 1:10

Female Chaperone to Female Student Ratio: N/A Male Chaperone to Male Student Ratio: N/A

Contact Person(s) at Governing Board Meeting: \_\_\_\_\_

Principal Approval: *Daffany Molina*

**Schedule**

<b>Location</b>	<b>Date</b>	<b>Time</b>	<b>Activity</b>
Northern Arizona University	April 26, 2017	7:00am-5:00pm	College Exploration Field Trip to meet AVID requirements

### Educational Value

Activities Before Trip	Standards Addressed	Follow-up/Assessment
Career exploration activities. Choosing fields of study to meet my career expectations. Developing a "map" to show possible paths from 8 <sup>th</sup> grade to a job in this career.	College and Career Readiness	Understanding and transitioning to High School and College. Developing a 5-6 year plan to meet high school requirements for graduation and admission to university.

### EMERGENCY INFORMATION

Emergency cards MUST be prepared prior to trip to include emergency phone numbers, emergency medical information/special information on allergies, etc. A copy of these cards MUST be retained by the chaperones throughout the trip and a set must be filed with the school office prior to the trip.

A final list of all student/adult participants shall be filed with the school office prior to field trip departures. For all overnight trips, a final list of participants shall also be sent to Administrative Services prior to departure.

Contact

Person: Sharla Higley or Sarah Stevenson

Contact Phone

Number(s): 623-237-5148 or 623-237-5154

### FOR OVERNIGHT TRIPS

Field trip site has been assessed to assure the health, safety, and any accommodations for special needs of all participants

by N/A on \_\_\_\_\_ through (visitation or contact)  
(Name/Position) (Date) (Circle One)

with \_\_\_\_\_ on \_\_\_\_\_  
(Name/Position at Site) (Date)

LODGING

PHONE NUMBER

N/A

LODGING

PHONE NUMBER

N/A



What arrangements are made for male and female sleeping arrangements and appropriate chaperone coverage?

N/A

**INSURANCE**

Name of Insurance Carrier for Field Trip: GESD Coverage

Policy Number: \_\_\_\_\_  
Description of Policy Coverage: \_\_\_\_\_

If using District Transportation, indicate "Glendale Elementary Coverage/District Transportation." Coverage is only applicable if District is proven negligent – purchase of Student Accident Insurance is highly recommended for all students in case of accident on/off the bus.

TO OBTAIN GOVERNING BOARD APPROVAL THE ABOVE INSURANCE INFORMATION MUST BE PROVIDED.

**STAFFING**

Student /Chaperone Ratio: 10:1 Lead Teacher: Sharla Higley

Names of Certified Staff Chaperoning: Sarah Stevenson, Sharla Higley, To Be Determined

Names of Non-Certified Staff/Parents Chaperoning: \_\_\_\_\_

**TRANSPORTATION**

Name of Transportation Carrier: All Aboard America Phone #: 480-222-6940

Address: 230 S. Country Club Mesa, AZ 85210

Departure Date: May 12, 2016 Time: 7:30am Arriving at Destination Date: May 12, 2016 Time: 10:00am

Return Date: May 12, 2016 Time: 2:00pm Arriving at Return Date: May 12, 2016 Time: 5:00pm

TRANSPORTATION APPROVAL: \_\_\_\_\_ Date: \_\_\_\_\_

Do Buses Need to Remain:  
YES  NO

**FUNDING**

Source of Funding (Substance Abuse, District, Student, Student Scholarships available, if necessary, etc.):

110.400.2700.6510.111.0000 Amount \$ 1,220.00  
Amount \$ \_\_\_\_\_

Please indicate the process your school uses to provide this opportunity to students who are unable to provide their own funds:

AVID is supported through Title I funds - supporting ALL students  
How many students may be accommodated by this scholarship procedure? \_\_\_\_\_

**Approvals:**

Supervisor J. Many Mwura Date 2/14/17

Director of Transportation Not needed Outside Agency Contracted Date \_\_\_\_\_

Assistant Superintendent for Educational Services \_\_\_\_\_ Date \_\_\_\_\_

Date Submitted to Superintendent's Office by Educational Services \_\_\_\_\_

Governing Board Approval:  Approved  Not Approved Date \_\_\_\_\_



230 S Country Club  
Mesa, AZ 85210

480-222-6940

800-848-4728

(Fax: 480-222-6961)  
www.allboardamerica.com  
sales@allboardamerica.com

**Confirmation**

Challenger Middle School  
Sharla Higley  
6905 W Maryland Ave  
Glendale, AZ 85303

**Charter # 41906**

Date Printed: Monday, February 13, 2017  
PO #: Q20975  
Group Name: Challenger Middle School  
Phone: 623-237-4011 Fax:  
Salesperson: Lisa Chafin  
Email: lisa@allboardamerica.com  
Cust Email: shigley@gesd40.org

		Spot Time	Depart Time	Date	# Vehicles	Description	Total Capacity
Pickup	Challenger Middle School 6905 W. Maryland Ave. Glendale	7:15am	7:30am	04/26/17	1	56 Pax Coach	56
Dropoff	Northern Arizona University 824 South San Francisco Street I			04/26/17			56
Pickup	Northern Arizona University 824 South San Francisco Street I			04/26/17			56
Dropoff	Challenger Middle School 6905 W. Maryland Ave. Glendale	5:00pm	5:00pm	04/26/17			56

**Total Cost: \$ 1,220.00**

**is due: Apr 12, 17**

**Itinerary:** ^Driver gratuity is not included in the rate.

Onsite Contact: Please provide

Spot AT:

THANK YOU FOR BOOKING WITH ALL ABOARD AMERICA!

A SIGNED CONFIRMATION AND DEPOSIT WILL CONFIRM YOUR RESERVATION AND ACKNOWLEDGE YOUR ACCEPTANCE OF THIS AGREEMENT. IF PAYING BY CHECK PLEASE REFERENCE THE CHARTER NUMBER. CHARTER IS SUBJECT TO CANCELLATION IF PAYMENTS AND SIGNED CONFIRMATION ARE NOT RECEIVED BY DUE DATES.

**This contract is a projection of mileage and/or hours per your itinerary. Any changes that increase the mileage or hours will be charged to the chartering party .** \*Due to uncontrollable fuel increases, All Aboard America! reserves the right to adjust fuel costs on reserved charters at the time of service.

The chartering party is responsible for all tolls, parking, park entrance fees, driver lodging and/or attractions. Groups are to provide each driver with a single, non-smoking room (when applicable). No smoking or glass containers permitted at any time on the motorcoach. All Aboard America! shall not be responsible for personal items left on the coach or loss of time due to traffic conditions or inclement weather.

Cancellations: \$150 if charter is cancelled less than 72 hours prior to departure. A four (4) hour minimum will be charged if the service is cancelled on site for local service. All trips outside of the metro area or multi day trips will be subject to higher cancellation fees.

Both Tucson & Sky Harbor International Airports charge for picking up passengers. This fee will be added to the final Invoice based on number of pick-ups.

By signing the Confirmation, you are agreeing to our complete Terms & Conditions. If you do not have a copy, please ask your sales representative.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**ACTION AGENDA ITEM**

AGENDA NO: 5.D. TOPIC: Approval of Travel

SUBMITTED BY: Various Departments

RECOMMENDED BY: Mr. Joe Quintana, Superintendent

DATE ASSIGNED FOR CONSIDERATION: February 9, 2017

RECOMMENDATION:

It is recommended the Governing Board approve the requests for employee and Board members' out-of-county travel as presented.

<b>Traveler</b>	<b>Purpose/Location</b>	<b>Dates</b>	<b>Cost</b>
Joe Quintana	ASA Summer Conference Tucson, AZ	June 11-13	\$500 <i>M&amp;O</i>
Jennifer Lacey Lisa Gardner Lori Wyke Stacie Mellen Irene Guillen Jennifer Pahl Daniela Estrada Djin Anderson Danielle Williams Victoria Ajjedidun Helen Garduno	SLP Conference Tucson, AZ	April 28-29	<b>\$ 3,650</b> <i>IDEA</i> <del>1,565</del>

# TRAVEL REQUEST FORM

## For Out-of-County/Out-of-State Travel by District Employee

**This form must be turned in with purchase requisitions and PAR to the Superintendent's Office with enough advance notice to ensure Board approval prior to travel date.**

Name of Traveler(s): Joe Quintana

Working at School/Department: Superintendent

Reason for Travel: ASA Summer Conference

Traveling to: Tucson, AZ

Dates of Travel: June 11-13, 2017

Substitute Needed/Dates: None

	<b>Code</b>	<b>Cost</b>	<b>Requisition Number</b>
Charge Sub to:	_____	\$ _____	_____
Charge Registration to:	<u>001.100.6580.6360.550.000</u>	\$ <u>250.00</u>	_____
Charge Airline/Bus to:	_____	\$ _____	_____
Charge Meal/Lodging to:	<u>001.100.6580.6810.550.0000</u>	\$ <u>250.00</u>	_____
Charge Auto Mileage to:	_____	_____	_____
	<b>Total Cost of Travel</b>	\$ <b><u>500.00</u></b>	_____

**APPROVED BY:** \_\_\_\_\_ **DATE** \_\_\_\_\_

\_\_\_\_\_ Approved     \_\_\_\_\_ Not Approved     By the Governing Board on \_\_\_\_\_ date

**CONFERENCE/WORKSHOP REQUEST**  
**JUSTIFICATION FORM**

Must be completed and submitted to the Superintendent's Office for transmittal to the Governing Board along with the Travel Request Form.

Name of Traveler(s): Joe Quintana

Conference/Workshop Title: ASA Summer Conference  
(Reason for Travel)

1. Relevance of conference/workshop to employee(s) work responsibilities:

The conference includes breakout sessions and keynote speakers related to educational leadership.

In addition, the District has been invited to present at the conference regarding the Challenger/Landmark issues experienced earlier this year.

2. How will employee(s) share information with colleagues?

Information will be shared via weekly administrative communications and in leadership team meetings.

3. How is the conference/workshop related to district, school or department goals and or objectives?

This conference will focus on contemporary challenges in public education and strategies for rising to meet them to ensure continued student success.



**CONFERENCE/WORKSHOP REQUEST**  
**JUSTIFICATION FORM**

Must be completed and submitted to the Superintendent's Office for transmittal to the Governing Board along with the Travel Request Form.

Name of Traveler(s): Jennifer Lacey, Lori Wyke, Stacie Mellen, Irene Guillen, Jennifer Pahl, Daniela Estrada, Djin Anderson, Danielle Williams, Victoria Ajijedidun, Helen Garduno, Lisa Gardner

Conference/Workshop Title: Arizona Speech-Language-Hearing Association 2016 Convention  
(Reason for Travel)

1. Relevance of conference/workshop to employee(s) work responsibilities:

Sessions presented during the conference will give guidance in how to evaluate and treat a variety of different communication disorders. Examples of sessions include: (a) Assessment and Treatment of Moderate-to-Severe Speech Sound Disorders in Monolingual and Bilingual Children, (b) Language Basis of Reading Comprehension: Profiles, Assessments and Interventions, (c) Serving Bilingual Individuals and Alternative Communication Needs, and (d) Interhemispheric Auditory Processing.

2. How will employee(s) share information with colleagues?

GESD staff speech therapists and assistants will be attending. Time will be allotted post-conference to discuss the different sessions that were attended. Anyone not in attendance will be invited to participate

3. How is the conference/workshop related to district, school or department goals and or objectives?

Sessions at the conference relate to a variety of topics in the field of speech pathology. Learning during these sessions can be implemented during evaluation and in therapy sessions to improve student achievement. Identification of disorders and treatment strategies will improve the effectiveness of collaboration between speech therapists and classroom teachers.



GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 5.E. TOPIC: Memorandum of Understanding

SUBMITTED BY: Dr. Barbara Goodwin, Assistant Superintendent for Human Resources

RECOMMENDED BY: Mr. Joe Quintana, Superintendent

DATE ASSIGNED FOR CONSIDERATION: February 23, 2017

RECOMMENDATION:

It is recommended the Governing Board approve the Memorandum of Understanding with Teach for America for the 2017-2018 and 2018-2019 school year.

---

**RATIONALE:**

GESD has partnered with Teach for America since 2010. TFA works with college graduates who have a Bachelor degree in an area other than education. These individuals desire to work in the classroom under an Intern Certificate. They attend rigorous orientation and training and must pass the subject knowledge portion of the Arizona Educator Proficiency Assessment (AEPA). Once passed, these teachers are considered highly qualified and receive a two-year Teaching Intern certificate. This makes them appropriately certified according to the Arizona Department of Education Certification Unit, as well as highly qualified. They are allowed to teach in a classroom while completing requirements to receive an Arizona provisional teaching certificate over the course of two years.

It is requested the Governing Board approve the agreement through the 2018-2019 school year.

The District's legal counsel and TFA were involved in developing revisions to the MOU to ensure all the statutes in Arizona are followed. The revised Memorandum of Understanding is attached.

## EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This educational professional services agreement (this "Agreement") is dated March 14, 2016 and is entered into between TEACH FOR AMERICA, INC. ("Teach For America"), a Connecticut non-profit and Glendale Elementary School District, a political subdivision of the state of Arizona ("School District")(each individually "a Party" and collectively "the Parties")..

Teach For America is a national leader in recruiting, selecting, training and providing ongoing professional development to individuals committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems. Glendale Elementary School District seeks to recruit new teachers who are trained to lead students to academic achievement and to equip such teachers with ongoing professional development and support to further develop and sustain their professional practice.

Accordingly, School District and Teach For America agree as follows:

### I. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING

#### School District Responsibilities:

##### A. Hiring Commitment.

- i. Teach For America will use its reasonable efforts to provide the number of teacher candidates for employment with School District ("Teachers") set forth in **Appendix A** (the "Agreed Number"), attached and hereby incorporated hereto, but Teach For America cannot and does not guarantee its ability to provide the full Agreed Number of Teachers to School District and the failure of Teach For America to provide the full Agreed Number of Teachers for any academic year shall not constitute a breach of this Agreement for any purpose whatsoever.
- ii. Whether or not Teach For America is able to provide the full Agreed Number, School District may consider for hire each Teacher provided by Teach For America who meets the district eligibility requirements.

- iii. Any Teach For America Teacher hired by the School District shall be hired as the classroom teacher of record and not for substitute, auxiliary, resource or teacher's aide positions.
- iv. Any Teach For America teachers hired, subject to the School District's sole discretion, may be hired for vacancies across the full range of grades and subject matters and not restricted or limited to so-called 'critical' or 'shortage' subjects or grade level vacancies.
- v. School District and Teach For America will collaborate in good faith to identify individual schools within School District appropriate for Teachers. In order to be considered an appropriate school (a "Partner School") for placement of a Teacher, (i) the school's student population must be considered high poverty relative to the student population elsewhere in the district or that fifty percent or more of the school's student population receives free or reduced lunch and (ii) the school must have sufficient vacancies to enable the hiring/placement of at least two Teachers in the same academic year. To the extent reasonably practicable, School District will employ two or more Teachers per individual Partner School.

B. Hiring Process.

- i. School District and Teach For America will collaborate in good faith to facilitate the efficient hiring of individual Teachers, in accordance with the School District's established hiring practices, as well as any potential limitations that may exist (i.e. the proximity of individual candidates, Teach For America's placement timeline, etc.).
- ii. School District shall use its reasonable efforts to hire Teachers in a timely manner throughout the spring and summer of the applicable academic school year, *provided that* School District shall employ Teachers no later than fourteen (14) days before the first day of the academic school year. School District agrees that where possible, Teach For America shall be informed of individual Teacher's grade and subject level assignments prior to the start of their Pre-Service Training (as described below).
- iii. Subject to its obligations under pre-existing collective bargaining agreements, contracts, or applicable law, School District will offer alternative employment to any Teacher who is not employed by the first day of the academic school year. "Alternative employment" includes, but is not limited to substitute teaching

positions, “pool” teaching positions, classroom aides or other temporary category of employment available within School to individuals with teaching credentials. The purpose of an alternative employment placement is to enable the individual Teacher to obtain a salary until such time as School District can secure permanent employment as a full-time classroom teacher of record.

Teach For America Responsibilities:

- C. Candidate Recruitment and Selection. Teach For America will recruit, select for participation in the Teach For America program, and present to the School District for employment Teachers from a broad range of academic majors and career fields. Teach For America will use reasonable efforts to recruit Teachers from diverse backgrounds. In connection with the foregoing, Teach For America will not knowingly engage in any unlawful acts of discrimination in its recruiting or selection of candidates.
- D. Pre-Service Training. Prior to entering the classroom, all Teachers will undergo pre-service training at Teach For America Institutes, which are designed and delivered by the organization in order to prepare Teachers for this work.
- E. Highly Qualified Status. Teach For America will provide the described pre-service training to Teachers presented to School District for the purpose of ensuring that such Teachers meet the “highly qualified” teacher requirements set forth in the federal No Child Left Behind Act of 2001 and applicable state regulations (together, the “Requirements”). For purposes of this Section E, only those Requirements in effect at the time that the Teacher is offered employment by School District will be applicable.

II. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT  
COMMITMENTS

School District Responsibilities

- A. Employment Status.

- i. Every Teacher employed by School District as described in this Agreement shall be a full-time employee of School District with all of the rights, responsibilities and legal protections attendant to that status and not an employee of Teach For America. For the avoidance of doubt, in the event School District is an “at-will” employer nothing in this Agreement shall be construed to grant additional employment rights to individual Teachers.
- ii. Nothing in this Agreement shall be construed to permit Teach For America to interfere in the employment relationship between School District and an employed Teacher.
- iii. Nothing in this Agreement shall be construed to permit Teach For America to function as the representative of any Teacher absent the express agreement among the parties and the Teacher that Teach For America may operate in such capacity in a particular circumstance.
- iv. Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any individual Teacher.
- v. Nothing in this Agreement shall be construed to make Teach For America a party to any employment agreement between the School District and the Teacher.
- vi. Nothing in this Agreement shall be construed to imply that any Teacher employed by the School District as described in this Agreement is an agent of Teach For America or has any right or authority to create or assume any obligation of any kind, express or implied, on behalf of Teach For America or bind Teach For America in any respect whatsoever.
- vii. Subject to its obligations under either pre-existing labor agreements, applicable municipal and state laws and regulations, and/or its policies and procedures, School District acknowledges that there is an expectation that Teacher(s) shall be employed for two years, provided that the Teacher remains an employee in good standing.
- viii. Notwithstanding the foregoing, School District may continue to employ individual Teacher(s) beyond the two year commitment by mutual agreement between School District and such Teacher(s).

B. Compensation of Teachers. School District shall provide to every Teacher employed by School District pursuant to this Agreement the same salary and benefits (including, as

applicable, health, dental, vision and retirement) as are provided to other teachers employed by School District who are similarly situated from the standpoint of certification status, seniority and any other factors routinely used by School District in making such decisions. Notwithstanding the above, Teach For America acknowledges it exercises no control of the salary and benefits offered to Teachers per this Agreement.

- C. Reductions in Force. Subject to its obligations under pre-existing labor agreements and applicable municipal and state laws and regulations, School District shall use reasonable efforts not to terminate any employed Teacher from his/her teaching position in the event of a reduction in force (RIF), layoffs, "leveling" or other elimination or consolidation of teaching positions within School District. School District shall treat any Teacher employed in connection with this Agreement whose teaching position is eliminated at least as favorably as other teachers with the same job classification, certification status, and/or seniority rights. For the avoidance of doubt, this obligation is limited and controlled by any obligations that the School District has under any pre-existing collective bargaining agreements and applicable municipal and state laws and regulations.

#### Teach For America Responsibilities

- D. Professional Development Services.
- i. During the course of the academic year, Teach For America shall provide various professional development services and activities for participating Teachers. These services may include periodic classroom observations by regional program staff, videotaping of instruction with review of instructional technique, co-investigative discussions to facilitate Teacher capacity for self-reflection and evaluation of instructional practice using student achievement data, and content area/grade-level workshops facilitated by veteran teachers. In addition, Teach For America shall facilitate Teacher access to an assortment of resources including sample lesson plans, assessments, grade tracking systems, and content area/grade level instructional materials. These professional development services will be available to all Teachers during their first two years in the classroom.

- ii. Pursuant to its obligations under the Family Education Rights and Privacy Act (“FERPA”), School District hereby acknowledges that in the course of providing on-going professional development services for the purposes of improving instruction, School District may disclose to Teach For America student identifiable data from individual Teachers, pursuant to 34 CFR §99.31(a)(6)(i)(c).
- iii. Teach For America shall use and maintain such data as provided in 34 CFR §99.31(a)(6). In accordance with 34 C.F.R. § 99.33(b), Teach For America may re-disclose student identifiable information on behalf of School District as part of Teach For America’s service to School District of providing on-going professional development services.
- iv. Teach For America may also disclose student identifiable information on behalf of School District to additional parties, provided that Teach For America, in advance, provide to School District the names of such parties and a brief description of such parties’ legitimate interest in receiving such information.

E. Credentialing Services.

- i. Teach For America shall facilitate the enrollment of individual Teachers in an alternative certification/licensure program that will enable the individual Teacher to obtain appropriate credentials to be a classroom teacher of record.
- ii. Individual Teachers are responsible for completing all credential requirements, including required coursework through an alternative licensure program.
- iii. Teach For America shall not be responsible for, and shall not be in breach of any provision of this Agreement, in the event of any failure by an individual Teacher to fulfill his/her obligations to maintain his/her teaching credentials.

III. GENERAL PROVISIONS

A. Fees-for-Service.

- i. School District shall pay Teach For America an annual fee for each Teacher employed under this Agreement to defray expenses Teach For America incurred in recruiting, selecting, providing pre-service training and continuing professional development services to the Teachers employed by School District under this

agreement. School District agrees that all payments for fees shall be in the form of check delivered to Teach For America or wire transfer to an account designated by Teach For America in writing.

- ii. With respect to each Teacher whose employment by School District is to commence in the 2016-17 academic year, School District shall pay Teach For America an annual amount of \$4,000 for each year in which such Teacher is employed by School District, up to two years [from the date such employment is to commence]; and
- iii. With respect to each Teacher whose employment by School District is to commence in the 2017-18 academic year, School District shall pay Teach For America an annual amount of \$4,000 for each year in which such Teacher is employed by School District, up to two years [from the date such employment is to commence].

B. Non-refund. While Teach For America shall have no obligation to refund the School District any amount paid by School District in respect of any Teacher for any reason whatsoever, Teach For America also recognizes that there are times when teachers resign from their positions prior to completing their two year commitment. Upon notice of a teacher-initiated resignation, Teach For America will refund a pro rata portion of the fee associated with that teacher based on the remaining percentage of school year left uncompleted. For the avoidance of doubt, School District will be invoiced fees for each of the individual Teacher(s) initially employed by the School District at the beginning of the year in question and will receive a partial refund for any Teacher that does not complete the school year.

C. Invoicing. Teach For America will invoice School District for all amounts due hereunder with respect to any academic year within thirty (30) days of the start of the academic school year, provided that Teach For America's failure to timely do so, will not constitute a waiver of any of Teach For America's rights hereunder or constitute a breach by Teach For America of this Agreement.

D. Term. The term of this Agreement will cover the 2016 cohort of Teachers for the 2016-17 and 2017-18 academic years. It will also cover the 2017 cohort of Teachers for the 2017-18 and 2018-19 academic years. This Agreement will expire on April 1, 2018, but all



provisions applicable to the 2017 cohort of Teachers will remain in effect through the conclusion of the 2018-19 academic year and may be renewed at the end of the term on the same or substantial similar terms by mutual agreement of the parties.

E. Termination. This Agreement may be terminated as follows:

- i. at any time by mutual written agreement of the parties;
- ii. by either party, upon thirty (30) days' prior written notice to the other party, provided that the terminating party provides that notice no later than 120 days prior to the end of the current academic year; or
- iii. by either party upon written notice to the other party in the event of a material breach of this Agreement that is incapable of being cured or, if capable of being cured, is not cured within thirty (30) days following receipt by the breaching party of written notice of such breach from the non-breaching party.

F. Cancellation. The Customer reserves all rights that it may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.

G. Effect of Termination and Cancellation. Except as otherwise specifically provided, if this Agreement expires or is terminated or cancelled by either party, it shall become void and of no effect without liability of any party (or any of its directors, officers, employees, agents, representatives or advisers) to the other parties; provided that no such expiration, termination, or cancellation shall relieve any part of liability incurred by such party under this Agreement prior to such termination or cancellation. In the event that this Agreement expires or is terminated or cancelled by either party, Sections II.B. and II.C. shall survive and will remain in effect until such time as there are no Teachers in their second year of employment in the School District. Sections III.G, III.H, III.I and III.J shall survive the expiration, termination or cancellation of this Agreement indefinitely. Additionally, Teach For America will be entitled to all outstanding amounts due up to the date of expiration, termination or cancellation.

H. No Warranty. School District hereby agrees and acknowledges that Teach For America does not make and has not made any representation and warranty (express or implied) as

to the fitness of any Teacher presented or provided by Teach For America and School District shall indemnify and hold harmless the TFA Indemnities (as defined below in Section III.H) from and against any Losses (also defined below in Section III.H) resulting from any claim related to the services provided by Teach For America, including, but not limited to, claims that any Teacher presented or provided by Teach For America was unfit for the position for which he or she was hired by School District.

I. Mutual Indemnification.

- i. To the extent permitted by applicable state laws and regulations, School District shall indemnify and hold harmless Teach For America and its officers, directors, employees and agents (the "TFA Indemnitees") from and against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees) ("Losses") to which such TFA Indemnitee may become subject arising out of the provision by Teach For America to School District of services hereunder (including without limitation the designation of Teachers), except to the extent such Losses result from the willful misconduct or gross negligence of such TFA Indemnitee.
- ii. Teach For America shall indemnify and hold harmless the School District and its officers, directors, employees and agents (the "School District Indemnitees") from and against any and all Losses to which such School District Indemnitee may become subject arising out of a breach of this Agreement by Teach For America to School District of services hereunder, except to the extent such Losses result from the willful misconduct or gross negligence of such School District Indemnitee.

- J. Limitation of Liability. Neither Teach For America nor any of its officers, directors, employees or agents shall be liable to School District or any individual Partner School of School District for any Loss incurred by School District or such individual Partner School (as defined in I.A.v) in connection with the matters to which this Agreement relates, except for a loss resulting from willful misconduct or gross negligence on the part of Teach For America; provided that in no event shall Teach For America and its officers, directors, employees and agents have any liability to School District or any such individual Partner

- School in connection with the matters to which this Agreement relates in excess of the aggregate amount of payments made to Teach For America by School District pursuant to this Agreement or in connection with any Loss of which School District is primarily culpable.
- K. Amendment/Modification. No amendment or modification of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and signed by each party.
- L. Non-Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either party without the prior written consent of the other party, and any such assignment that is not consented to shall be null and void.
- M. Counterparts. This Agreement may be executed in counterparts (including by electronic transmission), each of which shall be deemed an original copy of this Agreement, and which, taken together, shall be deemed to constitute one and the same agreement.
- N. Construction. The headings of Sections contained in this Agreement are for convenience only, and they do not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the Sections of this Agreement. Any reference in this Agreement to gender includes all genders. Further, except where expressly specified to the contrary, the words “include,” “including,” and “such as” in this Agreement should be read to mean “include without limitation.”
- O. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of Arizona.
- P. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If

any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section III.N., then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

- Q. Notices. Any notice, demand, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered to the address of such Party as set forth below:
- R. Non-appropriation. All parties acknowledge that the District is a government entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of either's obligations under this contract, then this contract shall automatically expire without penalty to either party after written notice to of the unavailability and non-appropriation of public funds. It is expressly agreed that neither party shall activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure.
- S. 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.

---

If to Teach For America:

Tracy-Elizabeth Clay, Esq.  
General Counsel  
300 W. Adams St., Ste. 1000  
Chicago, IL 60606

If to School District:

Joe Quintana  
Superintendent  
Glendale Elementary School District  
7301 North 58<sup>th</sup> Ave  
Glendale, AZ 85301

APPENDIX A

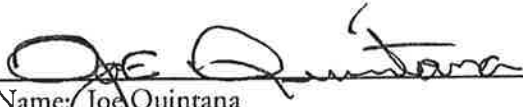
Certification (subject) Area	Grade Level	Agreed Number of Teachers	Academic Years of Employment
Elementary Education Special Education Secondary Education (Math or Science or English or Social Studies)	1 <sup>st</sup> – 6 <sup>th</sup>       6 <sup>th</sup> – 8 <sup>th</sup>	A minimum of 0 and up to 6	2016 – 2017 & 2017 – 2018
Elementary Education Special Education Secondary Education (Math or Science or English or Social Studies)	1 <sup>st</sup> – 6 <sup>th</sup>       6 <sup>th</sup> – 8 <sup>th</sup>	A minimum of 0 and up to 8	2017 – 2018 & 2018 – 2019

Fees shall be determined by the actual number of Teachers hired under this Agreement.

- i. Each cohort of Teachers employed pursuant to this clause is in addition to Teachers from prior cohorts employed by the School District and who are returning for their second year of employment.
- ii. If Teach For America provides School District with a number of Teachers that is lower than the Agreed Number, the number of Teacher candidates provided will constitute the Agreed Number for purposes of determining any fees that the School District owes Teach For America.
- iii. In the event that Teach For America supplies the School District with any Teachers above the Agreed Number, School District agrees to pay the agreed upon fees for the additional Teachers.

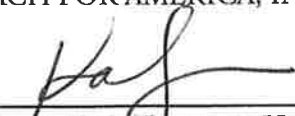
IN WITNESS WHEREOF, each of School District and Teach For America has caused its duly authorized representative to sign this Agreement in the space provided below.

GLENDALE ELEMENTARY SCHOOL DISTRICT

By   
Name: Joe Quintana  
Title: Superintendent

Date:

TEACH FOR AMERICA, INC.

By   
Name: Katie Tennessen Hooten  
Title: Executive Director

Date:

**Revised  
February 22, 2017**

**ACTION AGENDA ITEM**

AGENDA NO: 6.A. TOPIC: Certified Contract Renewals

SUBMITTED BY: Dr. Barbara Goodwin, Assistant Superintendent for Human Resources

RECOMMENDED BY: Dr. Barbara Goodwin, Assistant Superintendent for Human Resources

DATE ASSIGNED FOR CONSIDERATION: February 23, 2017

RECOMMENDATION:

It is recommended the Governing Board approve the renewal of certified staff (Non-Administrative) employment contracts for the 2017-2018 school year.

---

**RATIONALE:**

Administration recommends renewal of the contracts for certified staff identified on the attached list for the 2017-2018 school year.

Once contracts are distributed, staff will have 15 to 30 days as specified within their contract to sign and return.

The evaluation process for some certified teachers has not yet concluded. Administration may recommend the non-renewal of individual certified staff members upon conclusion of the process.



Acosta, Maria-angeles	Teacher
Acosta, Tomasa S	Teacher
Acuna, Teresa L	Psychologist
Adway, Tinaya L	Teacher
Aguirre, Adriana	Teacher
Aguirre, Joanna	Teacher
Ajijedidun, Victoria A	Speech/Language Pathologist
Alcantar, Laura E	Teacher
Almuthafer, Asia S	Teacher
Alonzo, Erin N	Teacher
Alvarez, Angelique	Teacher
Amavisca, Maria T	Teacher
<del>Anderson, Andrea M</del>	<del>Teacher</del>
Anderson, Traci Lee	Teacher
Andreozzi, Nickolas	Teacher
Apicella, Ashley M	Teacher
Ascencio, Maria Ana	Teacher
Ashby, Alicia K	Social Emotional Learning Specialist
Asher, Tiffany	Teacher
Assimacopoulos, Diane	Achievement Advisor
Bahler, Derek R	Teacher
Baker, Jacob P	Teacher
Baker, Michelle M	Teacher
Bakken, Adrianna M	Teacher
Balder, Mark	Teacher
Balderas, Elsa M	Teacher
Balthis, Harold A	Teacher
Bambenek, Caitlin E	Social Emotional Learning Specialist
Banks, Latoya Y	Teacher
Barkey, Julia N	Teacher
Barnes, Amanda M	Teacher
Barnes, Sandra J	Achievement Advisor
Barnett, Andrew K	Achievement Advisor
Barrett, Savannah J	Teacher
Bartlett, Molly C	Teacher
Becker, Ronald K	Teacher
Beckwith, Rebecca G	Teacher
Bedard, Joseph	Teacher
Begay, Brittany A	Teacher
Begay, Gloria	Teacher
Belford, Cassinetta A	Teacher
Bell, Kerry A	Teacher
Belsan, Sonja	Teacher

Bembenek, Alexandra L	Teacher
Benavidez, Joseph A	Teacher
Bender, Alicia Megan	Teacher
Benefield, Lindsay J	Teacher
Benitez, Martha M	Teacher
Bennett, Mary J	Teacher
Berg, Julie S	Teacher
Berlan, Stephanie L	Teacher
Bernal, Shannan D	Achievement Advisor
Berndt, Ali A	Teacher
Bersch, Jenny	Teacher
Beverly, Celine H	Teacher
Bezdziecki, April A	Teacher
Bigman, Kimberly K	Teacher
Bill, Alyson Hope	Teacher
Birnbaum, Stephanie R	Teacher
Blair, Susan M	Teacher
Blanks, Michelle L	Teacher
Block, Gail P	Achievement Advisor
Block, Korri D	Teacher
Blowers, Chad B	Teacher
Boe, Katie A	Teacher
Bojorquez, Audrey	Teacher
Bonilla, Josephine V	Teacher
Borgesen, Patricia N	Teacher
Borst, Kymberlee M	Teacher
Bouknight, Sabrina Marie	Teacher
Bowman, Kristie S	Teacher
Boyle, Rachel	Achievement Advisor
Bradford, Kimberly Susan	Teacher
Brehm, Julianne	Psychologist
Brodel, Wendy R	Teacher
Brooks, Keith A	Teacher
Brown, Gena B	Teacher
Brown, Kelly G	Teacher
Brumm, Becky L	Achievement Advisor
Brunk, Gabrielle K	Teacher
Bryan, Lisa C	Teacher
Buchanan, Elizabeth S	Teacher
Bussing, Cassondra L	Teacher
Butler, Ajouli S	Teacher
Butler, Sarah	Teacher
Butwinski, Stephanie K	Teacher
Calderon, Karen L	Teacher

Calhoun, Geraldine Marie	Teacher
Camacho, Yolanda J	Teacher
Campbell, Melanie	Teacher
Caraveo, Susana	Teacher
Carbajal, Javier V	Teacher
Carbajal-Mohn, Joselli M	Teacher
Carlson, Ericka C	Psychologist
Carlson, Chandler R	Teacher
Carmichael, Barbara J	Teacher
Carnes, Allison M	Teacher
Carter, Tina M	Teacher
Casale-McNeill, Demi N	Teacher
Castillo, Debra A	Teacher
Castillo, Denise A	Teacher
Castro, Silvia	Social Emotional Learning Specialist
Catalano, Renee M	Achievement Advisor
Causee, Darren W	Teacher
Cerjak, Courtney	Teacher
Charette, Kristine J	Teacher
Chavez, Adrian	Teacher
Christensen, Kimberly M	Teacher
Clark, Ryan J	Teacher
Clay, Katherine M	Teacher
Cleland, Jessica F	Teacher
Clist, Jenae A	Teacher
Colantro, Pamela F	Teacher
Cole, Sonia D	Teacher
Cole, Tina M	Teacher
Colebourne, Chelsea F	Teacher
Comella, Tyler	Teacher
Conley, Jennise M	Achievement Advisor
Conroy, Delia A	Teacher
Constas, Cynthia G	Teacher
Cooper, Kimberly A	Teacher
Coopmans, Kimberly R	Teacher
Cordova, Alba L	Teacher
Coulon, Katie	Teacher
Coulter, Lindsay	Teacher
Coxon, Bobbi Jo	Teacher
Cramer, Alexandra R	Teacher
Crisp, Kristen C	Achievement Advisor
Crow, Julie E	Teacher
Crownover II, David A	Teacher
Daly, Heather M	Teacher

D'Ambrosi, Lynn	Teacher
Davis, Quincey B	Teacher
Dayton, Andrea R	Teacher
<del>Dayton, Hilary N</del>	<del>Teacher</del>
Dean, Flora	Parent Trainer
Dejovine, Mariah	Teacher
Delceg, Karen Ann	Teacher
Deneault, Dawn Marie	Teacher
Dent, Tracy L	Teacher
Derichie, Cynthia	Social Emotional Learning Specialist
Dipaola, Jacquelyn M	Teacher
Divers, Christine Marie	Teacher
Doinidis, Patricia	Teacher
Dominguez, Zachary T	Teacher
Donelson, Dana L	Teacher
Dong, Maria V	Teacher
Dool, Daniel	Teacher
Doyle, Courtney	Teacher
Driver, Deanna N	Teacher
Droegemueller, Lesa	Teacher
Dubiach, Julie A	Achievement Advisor
Dukarm, Jennifer G	Teacher
Dutcher, Anissa R	Teacher
Dyer, John D	Teacher
Eberenz, Katie M	Teacher
<del>Ehrman, Lindsey K</del>	<del>Teacher</del>
Ellis, Debra	Teacher
Elvine, Sheila M	Teacher
Enricco, Norma D	Achievement Advisor
Epel, Jacob B	Teacher
Estrada, Crystal	Teacher
Estrada, Daniela	Speech/Language Pathologist
Eustace, Christine N	Teacher
Evans, Jalene	Teacher
Evans, Lynda M	Teacher
Everhart, Ruth L	Teacher
Faas, Chandler	Teacher
Fallon, Kevin P	Teacher
Farmer, David E	Teacher
Farmer, Lauren	Teacher
Farrell, Kelsey	Teacher
Fatima, Farzana	Teacher
Ferguson, Nikki L	Teacher

Fernandez, Leticia Romo	Teacher
Fierros, Mark Jesus	Teacher
Fischer, Lindsay R	Teacher
Fitzgerald, Erica V	Teacher
Flores, Alejandra R	Teacher
Forbes, Shelley	Teacher
Ford, Christine L	Teacher
Frank, Samantha J	Teacher
Frederick, Richard	Teacher
Frenette, Daniel R	Teacher
Friedrich, Lauren Krista	Teacher
Fuller, Laurie S	Achievement Advisor
Furnia, Meagan	Teacher
Galaz, Myrna K	Teacher
Gallagher, Megan A	Teacher
Gallas, Elizabeth Rae	Teacher
Gandarilla, Rubysela	Teacher
Garcia, Dianna	Teacher
Garcia, Maria M	Teacher
Garduno, Helen M	Speech/Language Pathologist
Garner, Joseph Micah Arthur	Teacher
Garner, Luz M	Teacher
Garnett, Jeffrey W	Teacher
Gath, Dawn W	Teacher
Gattegno, Nicole Raelyn	Achievement Advisor
Gessner, Kimberly D	Achievement Advisor
Gleason, Joyce L	Teacher
Gleba, Michael E	Teacher
Gofron, Alan B	Teacher
Gonzales, Carla U	Teacher
Gonzales, Susana A	Teacher
Gonzalez, Beatriz	Teacher
Gonzalez, Olga	Teacher
Gosline, Meghan E	Teacher
Gottfried, Stephanie E	Teacher
Gould, Aaron J	Achievement Advisor
Grant, Corinne N	Teacher
Gray, Jillian	Teacher
Greenen, Sharon S	Teacher
Guadarrama, George	Teacher
Gudeman, Brynn	Teacher
Guenthner, Kevin	Teacher
Hagemeyer, Tonya L	Teacher

Hailey, Zachary L	Teacher
Hall, Elena F	Teacher
Hall, Maryann L	Teacher
Hallas, Susan M	Achievement Advisor
Hamblen, Tammy J	Teacher
Hamilton, Julie A	Teacher
Hammer, Krista L	Teacher
Hammerl, Rose M	Teacher
Hamontree, Megan H	Teacher
Hanks, Susan M	Teacher
Hanna, Matthew K	Teacher
Hanson, Daniel	Teacher
Harris, Qiana Y	Achievement Advisor
Hartley, Morgan P	Teacher
Hasbrouck, Shannon Marie	Teacher
Hatcher, Rhonda K	Teacher
Hatler, Heather M	Teacher
Hebert, Victoria M	Teacher
Heier, Maureen B	Teacher
Helland, Eric S	Teacher
Henning, Joanne L	Teacher
Hensel, Christine M	Teacher
Hensel, Michele	Teacher
Herb, Kristen L	Teacher
Hernandez, Alice F	Teacher
Hernandez, Kimberly D	Achievement Advisor
Hernandez, Priscilla Teresa	Teacher
Herndon, Sara R	Teacher
Herranen, Selena M	Teacher
Herrera, Lizeth C	Teacher
Herskowitz, Samantha B	Teacher
Higley, Sharla A	Teacher
Hines, Cecilia Kim	Psychologist
Hinton-Venniro, Karen Soryia	Teacher
Holly, Alisha	Teacher
Holt, Toni M	Teacher
Holva, Kristen E	Psychologist
Horn, Leonard C	Technology Integration Specialist
Horstman, Lydia G	Achievement Advisor
Howe, Jenifer	Teacher
Howell, Marisa V	Teacher
Hubble, Laurel B	Teacher
Hughes, Vanessa C	Teacher

Hulse, Victoria	Teacher
Hunt, Kellen R	Teacher
Hurlbut, Rebecca K	Teacher
Hutson, Sherry L	Teacher
Ianos, Damaris	Teacher
Ira, Anne L	Teacher
Irvin, Cori T	Teacher
Ison, Michael C	Teacher
Jackino, Rhonda	Teacher
Jacob, Lisa A	Teacher
Jakola, Stephanie	Teacher
Jarrell, Sarah C	Teacher
Javellana, John Ganon	Social Emotional Learning Specialist
Jenkins, Cheryl E	Teacher
Jensen, Rebecca C	Speech/Language Pathologist
Jernigan, Savanna D	Teacher
Johnson, Jessica R	Teacher
Johnson, Jo R	Teacher
Johnson, Sadie G	Teacher
Johnson, Stacey Lea	Teacher
Jondall, Kelsea R	Teacher
Jones, Britney N	Teacher
Jones, Rick L	Teacher
Joyner, Kathy	Teacher
Juarez, Rudy M	Teacher
Kagi-Vincente, Jenny L	Teacher
Kalle, Sallar	Teacher
Kane, Chris J	Teacher
Kariuki, Daniel	Teacher
Katzenberger, Michelle Louise	Teacher
Keegan, James J	Teacher
Kegley, Sheri	Teacher
Kemper, Jeremy C	Teacher
Kennedy, Angela E	Teacher
Kessler, Donita L Hales	Teacher
Kij, Chelsea L	Teacher
Kinard, Monica Lynn	Teacher
Kinsey, Nickie E	Social Emotional Learning Specialist
Kirch, Annah C	Teacher
Kirkham, Jeremy D	Teacher
Kisselbach, Sherilyn	Teacher
Kliwer, Amy A	Teacher

Klught, Sarah	Teacher
Knapp, Kimberly Marie	Social Emotional Learning Specialist
Knarr, Sharon A	Achievement Advisor
Knighton, Sara M	Teacher
Kornak, Ewelina	Teacher
Kozimor, Alicia	Teacher
Kuhlman, Keegan I	Teacher
Lacasse, Rebecca J	Teacher
Lacey, Jennifer L	Speech/Language Pathologist
Lancaster, Emma N	Teacher
Lancina, Tabitha	Teacher
Langedock, Paul A	Teacher
Langer, Rosanne M	Teacher
Latch, Jayna	Teacher
Laughlin, Elizabeth	Teacher
Lee, Leah R	Teacher
Lee, Natalie Kate	Teacher
Leigh, Nanette M	Psychologist
Leister, Carolyn Amy	Teacher
Leon, Isys P	Teacher
Liddicoat, Sharyn D	Teacher
Lieberman, Ronald J	Teacher
Light, Jenna R	Teacher
Lilienthal, Erica D	Teacher
Lindebak, Sydney D	Teacher
Linkiewicz, Erin E	Teacher
Lively, Ann E	Teacher
Lobdell, Emily J	Teacher
Longoria, Lucy E	Teacher
Loos, Kelsie	Teacher
Lopez, Catalina L	Teacher
Lopez, Ramon	Teacher
Lott, Brittany D	Teacher
Louvau, John C	Achievement Advisor
Lozano, Breanna J	Teacher
Luevano, Jennifer Marie	Teacher
Lutha, Amanda L	Teacher
Luviano, Alicia R	Teacher
Maaske, Carol A	Teacher
Maccarone, Nancy	Teacher
Madril, Shamolee	Achievement Advisor
Magnan-Badaoui, Sharon K	Teacher
Maitner, Mary Anjali	Teacher

Malcangi, Christina A	Teacher
Mangra, Nadine	Social Emotional Learning Specialist
Manore, Lisa M	Teacher
Manuel, Elizabeth M	Teacher
Markiewicz, Amanda J	Teacher
Marquart, Megan A	Teacher
Marquez -DeJovine, Jeanette	Teacher
Marsh, Taleena	Teacher
Marsollier, Nives Femopase	Speech/Language Pathologist
Martinez, Margarita A	Teacher
Martinez, Michelle R	Teacher
Martin-snyder, Diane M	Teacher
Masferrer, Catheryn	Social Emotional Learning Specialist
Maskulinski, Erica L	Teacher
Maynes-Dale, Mary Kristin	Teacher
Mazzone, Lara J	Teacher
McBreen, Paul C	Teacher
McCallum, Daniel R	Teacher
McCarty, C. Marcus	Teacher
McCave, Megan Ashley	Teacher
McClenny, Deborah Belle	Teacher
Mccormick, Jason K	Teacher
McDonald, Lacey N	Teacher
McDonnell, Sherry A	Teacher
McEvoy, Holly A	Teacher
McGowan, Mary Kathryn	Teacher
McGrath, Margaret	Teacher
McGuire, Mary V	Teacher
McLellan, Stephen	Teacher
McNally, Maureen M	Teacher
Medina, Daniela Beth	Achievement Advisor
<del>Meierkord, Monika</del>	<del>Teacher</del>
Meins, Lisa D	Teacher
Mejia, Elisa C	Teacher
Mendoza, Raquel F	Teacher
Merritt, Lacey L	Achievement Advisor
Messner, Roselyn R	Teacher
Meyer, Laura L	Teacher
Mildenberger, Thomas C	Teacher
Milla, Sonia L	Teacher
Miller, Jeffrey E	Teacher
Mireles, Gloria	Teacher

Mirgorod, Donna A	Teacher
Misbeek, Cynthia A	Teacher
Mischung, Jamie A	Social Emotional Learning Specialist
Mistry, Sonal A	Teacher
Moniz, Hannah	Teacher
Monserat, Melissa A	Teacher
Montelione, Gina	Teacher
Morales, Michele L	Teacher
Morales, Yesenia J	Teacher
Moran, Christine B	Teacher
Moreno, David	Teacher
Moreno, Michelle	Teacher
Morris, Whitney G	Teacher
Morrison, Heather L	Achievement Advisor
Morton, Tyler A	Social Emotional Learning Specialist
Moultrie, Regina	Teacher
Moyer, Samantha L	Teacher
Mulholland, Joni	Teacher
Mumford, Atina M	Teacher
Munoz, Mireya C	Teacher
Munoz, Nancy M	Teacher
Munson, Jessica	Teacher
Murillo, Hilda	Teacher
Murillo, Patsy E	Teacher
Murphy, Kimberly H	Teacher
Murrell, Victoria R	Teacher
Myland, Samantha	Teacher
Mylod, Diane M	Teacher
Nell, Jeffrey W	Achievement Advisor
Nelmida, Carla S	Teacher
Nelsen, Alexandra	Teacher
Nettles, Kip J	Teacher
Newberg, Peter J	Social Emotional Learning Specialist
Newberry, Jennifer A	Teacher
Novak, Mary C	Teacher
Nowaczyk, Lindsay A	Teacher
O'Brien, Colleen E	Teacher
Ocampo, Susana Ethel	Teacher
O'Connell, Meagan	Teacher
O'Connor, Kaitlin C	Teacher
O'Connor, Madelyn J	Teacher
O'Flaherty, Rachael A	Achievement Advisor
Ogata, Moira A	Teacher

Oines, Kailee E	Achievement Advisor
O'Neill, Kimberly A	Teacher
Orcutt, Peyton M	Teacher
Ortiz, Carmen	Teacher
Ortiz, Elizabeth A	Teacher
Owens, Bonnie J	Teacher
Pacha, Courtney Marie	Teacher
Padgett, Kendall L	Teacher
Padilla, Marta S	Teacher
Paduano, Anthony D	Teacher
Pahl, Jennifer L	Speech/Language Pathologist
Palmer Eastburn, Brischell C	Teacher
Palmer, Kelly E	Teacher
Palmer, Megan D	Teacher
Palmer, Ronald D	Teacher
Palmer, Shyla P	Teacher
Panizzi, Mila V	Teacher
Paperman, Jennie Y	Teacher
Parker, Kathy N	Teacher
Pasillas, Teresa	Teacher
Patel, Puja	Teacher
Patronik, Elizabeth L	Teacher
Pearce, Courtney	Teacher
Peck, Jessica A	Teacher
Penn, Andrea M	Teacher
Penn, Rhett C	Teacher
Peoples, Christina L	Teacher
Perez, Janina M	Teacher
Perkins, Michael Gerard	Teacher
Peterson, Kristine N	Teacher
Peterson, Sarah M	Teacher
Pettitt, Catherine J	Teacher
Pfeifle, Jaime C	Teacher
Phillips, Chyrl L	Teacher
Pinkelman, Mackenzie K	Teacher
Pohle, Cynthia A	Social Emotional Learning Specialist
Polanco, Magdalena A	Teacher
Politis, Maria Nectaria	Teacher
Powers, Brian M	Teacher
Powles, Patricia A	Teacher
Preston, Melisa L	Teacher
Puckett, Lauren M	Teacher
Quintana Morgan, Marcela	Teacher

Quintana, Ralph	Teacher
Rabinowitz, Benjamin	Teacher
Ramey, Barry	Teacher
Ramos, Linda M	Teacher
Ramsdell, Carrie L	Social Emotional Learning Specialist
Rarrick-Supanich, Rebecca A	Teacher
Rascon, Ana A	Teacher
Ray, Natasha Lee	Teacher
Raynak, Carol A	Teacher
Reddick, Kortney T	Teacher
Reed, Afton	Teacher
Reese, Jacqueline S	Teacher
Reese, Roxanne	Achievement Advisor
Regan, Tracey L	Teacher
Renn, Rachel A	Teacher
Renteria, Mariela	Teacher
Reyes, Mitzi	Teacher
Reynolds, Sara J	Teacher
Richards, Randal Edward	Teacher
Rider, Nicole D	Teacher
Ridgeway, Kara L	Teacher
Riebold, Rachel L	Social Emotional Learning Specialist
Rihner, Sarah	Achievement Advisor
Rivera, Elizabeth A	21st Cent CCLC & Family Learning Cntr Facilitator
Roberts, Lynne H	Teacher
Robertson, Alex J	Teacher
Robinson, Lisa Christine	Teacher
Rock, Candace A	Teacher
Rohen, Megan	Teacher
Rohrbacher, Isabella M	Teacher
Ronson, Kevin J	Psychologist
Rose, Patti Lynn	Teacher
Rose, William E	Teacher
Rowe, Billie S	Teacher
Rowe, Sheila	Teacher
Ryan, James P	Teacher
Rybinski, Amanda M	Achievement Advisor
Saints, Sarah S	Teacher
Salerno, Thomas J	Teacher
Sanchez, Donna	Teacher
Sanchez, Fabian	Teacher

Sanders, Cheryl A	Psychologist
Schaff, Lindsay Jo	Teacher
Scherting, Kerry E	Achievement Advisor
Schock, Matthew C	Teacher
Schuetz, Lieren N	Teacher
Scott, Pamela J	Teacher
Scott, Samantha R	Teacher
Scott, Stephanie Margaret	Social Emotional Learning Specialist
Sedig, Marlene	Teacher
Sereno, Kayla K	Teacher
Seronko, Thomas W	Teacher
Servizzi, Samantha H	Teacher
Shadle, Alyssa M	Teacher
Shafer, Scott M	Teacher
Shannon, Stacey E	Achievement Advisor
Sheldahl, Erin J	Teacher
Sherzada, Manija	Teacher
Silva-garcia, Cynthia J	Teacher
Simuangco, Meghan	Teacher
Sinclair, Lance C	Teacher
Sirkin, Lloyd	Social Emotional Learning Specialist
Slim, Donia L	Teacher
Sliwinski, Chelsi L	Teacher
Slonina, Sally M	Teacher
Smith, Caroline	Teacher
Smith, Collin A	Teacher
Smith, Dustin C	Teacher
Smith, Jamie L	Teacher
Smith, Jeremy R	Achievement Advisor
Sneddon, Sandra Lee	Teacher
Snyder, Susan J	Teacher
Sohn, Sarah R	Teacher
Sotelo, Amarilis C	Teacher
Sotomayor, Stefaney H	Achievement Advisor
Stepp, Bradford A	Teacher
Stevenson, Sarah L	Teacher
Stillings, Kimberly Eileen	Achievement Advisor
Stitzer, Thomas P	Teacher
Stokes, Natalie L	Teacher
Straabe, Mildred Ann	Teacher
Strickler, Joeline D	Achievement Advisor
Stromyer, Leeann K	Teacher
Strunk, Crystal	Teacher

Sturn, Laura R	Teacher
<del>Susser, Emily R</del>	<del>Teacher</del>
Szabados, Vincent M	Teacher
Szapiro, Jody Celia	Teacher
Tatlow, Susan A	Teacher
Tejada, Maria	Teacher
Temple, Megan I	Teacher
Thimons, Alexandra B	Teacher
Thomas, Sidney M	Teacher
Thompson, Tiffany L	Teacher
Thornton, Dominica	Teacher
Toles, Adriana Marie	Teacher
Tourville, Geoffrey R	Teacher
Tovar, Linda G	Teacher
Tsika, Aaron	Teacher
Tsika, Jennifer C	Teacher
Tucker, Andrew Mitchell	Teacher
Tugung, Heather D	Teacher
Tully, Catherine H	Teacher
Tupper-peck, Sarah E	Teacher
Turner, Mary K	Teacher
Tuttle, Brian L	Teacher
Urban, Jaymes E	Teacher
Valdez, Cynthia M	Teacher
Valencia, Maria L	Teacher
Valenzuela, Katherine W	Teacher
Van Liew, Erin	Psychologist
Vandagriff, Katherine A	Teacher
Vander Zanden, Julie A	Teacher
Varela, Juan A	Teacher
Vega, Violeta J	Teacher
Velie, Philip D	Teacher
Vinson, Clairissa S	Teacher
Visnov, Beverly E	Teacher
Vogel, Shawn R	Teacher
Washburn, Brittaney R	Teacher
Washburn, Deserae N	Teacher
Washburn, Michelle N	Teacher
Watson, Mackenzy S	Teacher
<del>Webb, Charlene E</del>	<del>Teacher</del>
Weible, Mika R	Teacher
Weinberg, Anna	Social Emotional Learning Specialist
Weir, Erin P	Teacher
Welsh, Jessi M	Teacher

Wengel, Joshua A	Teacher
West, Christopher A	Teacher
West, Victoria R	Teacher
Weyer, Nicolette A	Teacher
Whitesell, Kelley F	Teacher
Whittaker, Miranda M	Teacher
Wilcox, Joni	Teacher
Willard, Megan D	Teacher
Willemot, Amanda L	Teacher
Williams, Danielle L	Speech/Language Pathologist
Willie, Corrina	Teacher
Willingham, Victoria R	Teacher
Wilsman, Melissa M	Teacher
Wilson, Janae	Teacher
Wilson, Michelle Elizabeth	Achievement Advisor
Winch, Barbara J	Teacher
Wisser, Marisa S	Teacher
Witting, Ryan	Teacher
Wolfe, Amanda	Teacher
Womack, Theresa L	Teacher
Worthy, Deborah G	Psychologist
Wright, Jason D	Teacher
Wright, Kellie A	Speech/Language Pathologist
Wright, Sara E	Teacher
Wright, Sarah M	Teacher
Wunderlich, Craig M	Teacher
Wyke, Lori Ann	Speech/Language Pathologist
Zanzucchi, Stephen P	Teacher
Zapata Herrera, Lily	Teacher
Zelezna, Laura A	Teacher
Zerwinski, Marcy	Teacher
Zinn, Jane E	Teacher
Zinsli, Frances K	Teacher
Zook, Kathryn L	Achievement Advisor
Zorob, Hanan K	Teacher
Zuniga, Esmeralda I	Teacher
Zuniga, Rosa	Teacher



**ACTION AGENDA ITEM**

AGENDA NO: 6.B. TOPIC: Phased Retirement Plan

SUBMITTED BY: Dr. Barbara Goodwin, Assistant Superintendent for Human Resources

RECOMMENDED BY: Mr. Joe Quintana, Superintendent

DATE ASSIGNED FOR CONSIDERATION: February 23, 2017

RECOMMENDATION:

It is recommended the Governing Board approve the Phased Retirement Plan as presented.

---

**RATIONALE:**

The District is currently in the sixth year of a Phased Retirement Plan through SmartSchoolsplus. The savings realized from the implementation of this program exceeds \$500,000.

After careful consideration including input from various stakeholders, the District is recommending three changes to the Phased Retirement Plan effective July 1, 2017.

1. Employees who want to participate in the Phased Retirement Plan may only do so at the onset of their work calendar. Employees will no longer be eligible to enroll mid-year.

This change will allow Human Resources to better track participation and eliminate the need to recruit highly qualified replacements mid-year.

Although the employee may have to retire later than anticipated the employee will continue to earn service credit toward their retirement eligibility.

***\*A temporary window will be open for eligible employees who are planning to enter Phased Retirement prior to the end of their 2017-2018 work agreement or contract. Qualified employees may request to enter into Phased Retirement during the 2017-2018 school year, but only for the duration of thier 2017-2018 work agreement or contract. To be considered for this window, eligible employees must submit a completed Phased Retirement Participation form to Human Resources by March 20, 2017.***

2. Phased Retirement participants will be eligible to earn Performance Pay while employed with smartschoolsplus if the employee meets all the program requirements.
3. Employees returning from smartschoolsplus, who are eligible for the Supplemental Retirement Program, will remain on their current insurance plans as opposed to being re-enrolled on the District's active insurance plans. The Supplemental Retirement Program will continue to be paid pursuant to the District's policy.

# Glendale Elementary School District

## 2017-18 Phased Retirement Protocols

### 1. Eligibility:

- Any combination of age and years of service which qualifies the employee for normal retirement benefits with the Arizona State Retirement System.
- Acceptable performance evaluations in each of the prior two years.
- Supervisor's recommendation to participate. The supervisor is required to maintain the employee in his/her current position, with the exception of a District-initiated transfer.

### 2. Participants must sever employment with the District.

### 3. ~~Participants will begin as a Smartschoolsplus employee on the next work day following retirement or the first day of the next work calendar.~~ Effective July 1, 2017 contracted employees must fulfill their employment in the year prior to entering Phased Retirement. As a result, contracted employees can only enter Phased Retirement at the start of their work calendar. Mid-year participation will no longer be an option.

### 4. Employment with Smartschoolsplus is for one year only.

### 5. Participants will receive wages through Smartschools at 80% of the base salary received in the final year of employment with the District.

### 6. Participants will be treated in a fair and reasonable manner in a Reduction in Force (RIF) situation.

### 7. The evaluation tool and protocol will be the same as what is used for District personnel in the same position.

### 8. While employed with Smartschoolsplus, participants will not be eligible for a Governing Board-approved salary increase.

### 9. While employed with Smartschoolsplus, participants are eligible for additional duties and/or compensation including but not limited to Performance Pay, coaching, department chair, sponsor of student club, tutoring, etc.

### 10. When leaving Smartschoolsplus, unused sick and vacation leave will not be eligible for pay-out. Unused sick leave from Smartschoolsplus may be carried over into re-employment with the District.

### 11. Re-employment with the District:

- After working for Smartschoolsplus for one year, participants may request re-employment with the District.

- Participants must have a satisfactory performance evaluation while employed with Smartschoolsplus and the recommendation of their supervisor to be eligible for re-employment with the District.
  - Salary will be paid at a rate of 80% of the base salary at the time of original separation from the District.
  - Upon re-employment sick and vacation, if applicable, will accrue in accordance with District policy. The accrual rate for vacation will be the same as a first year employee with the District. At final separation from service, unused sick and vacation leave will not be eligible for pay-out.
  - ~~Employees who qualified for the Supplemental Retirement Program provided in Policy will enroll on the District's active health insurance plans.~~ Employees who qualified for the Supplemental Retirement Program provided in Policy will remain on the insurance plan chosen at the time they entered Phased Retirement. The Supplemental Retirement Program will continue to be paid pursuant to the District's policy.
  - Stipends and performance pay will not be subject to the 80% calculation.
  - Employees will be eligible for Governing Board approved salary increases after completing one year of re-employment with the District.
9. 12. Enrollment will be open from the date of Governing Board approval through March 20<sup>th</sup> of each year per Board Policy GCQEA-Retirement of Professional/Support Staff Members.
- ~~10.~~ 13. The cost of the Alternative Contribution Rate (ACR) to Arizona State Retirement System will be paid by the district.
- ~~11.~~ 14. The District will utilize Smartschoolsplus for future school years on an as-needed basis.

## SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is entered into this 15th day of February, 2017 between smartschoolsplus, inc, an Arizona corporation ("Provider"), and Glendale Elementary School District ("District").

### RECITALS

A. Provider is a corporation engaged in the business of providing professional educational services to schools and school districts, including employee staffing services;

B. Provider's employees include qualified staff, teachers, substitute teachers and school administrators;

C. District is a school district within the State of Arizona that requires qualified staff, teachers, substitute teachers and administrators.

D. District is authorized to enter into this Agreement pursuant to A.R.S. § 15-502(A).

E. District desires to obtain services, as more fully described in Exhibit A, attached hereto ("Services") from Provider and Provider is willing to provide Services to District upon the terms and conditions contained in this Agreement, pursuant to RFP #14-06MP and the associated contract issued by the Strategic Alliance for Volume Expenditures (SAVE) available to District/State Entities which supersedes Entire Agreement language.

### AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Provider and District agree as follows:

#### 1. Provider Employees.

A. Employment Agreements. Provider shall enter, or has previously entered, into employment agreements ("Employment Agreements"), substantially in the form of Exhibit B, attached hereto, with staff, teachers, substitute teachers, and administrators (each, a "Provider Employee" and, collectively, "Provider Employees") to provide the educational services required by District at District schools (the "Schools"). A copy of each Employment Agreement shall be provided to District as soon as available.

B. Provider Employees. The roster of Provider Employees and Fee Schedule for Provider Employees is attached hereto as Exhibit C. District shall have the right to reject any of the Provider Employees, without cause, as long as written notice of rejection is provided to Provider within ten (10) days of District's receipt of the Provider Employee's Employment Agreement.

C. Provider Responsibility. Provider shall take steps to assure that each Provider Employee performs in accordance with his or her Employment Agreement. Provider shall ensure that Provider Employees possess all certifications and qualifications necessary to enable them to perform their assignments and that Provider Employees have satisfied any legal prerequisites to the performance of their assignments including, but not limited to, fingerprint checks and possession of any necessary licenses.

D. Wages. Provider Employees will receive wages solely through Provider. It is a material breach of this Agreement for District to pay any Provider Employee in cash or by any other means for any services rendered. Any individual whom District pays directly for any services rendered will not be considered a Provider Employee for any purpose under this Agreement as to the services for which District provides payment.

2. Compensation. District agrees to compensate Provider for the Services ("Service Fee") in accordance with Exhibit D, attached hereto. Provider shall invoice District monthly; invoices shall be due and payable within thirty (30) days of receipt of the invoice.

3. Supervision. Provider Employees shall be required to adhere to all rules, guidelines, policies, procedures and regulations concerning the operation of District and the applicable Schools and delivery of educational services to District and the applicable Schools. Provider Employees shall be required to perform all duties as assigned by the applicable Schools and District and to meet the minimum scoring requirements ("Scoring Requirements") of the applicable evaluation instrument utilized by District and the applicable Schools under the Arizona Framework for Measuring Educator Effectiveness, as adopted by the Arizona State Board of Education pursuant to A.R.S. § 15-203(A)(38). Provider will provide general direction, supervision and control of each Provider Employee in the performance of Provider Employee's duties, as more fully described in Exhibit A. District and the applicable Schools will provide daily monitoring of Provider Employees and will report to Provider on an ongoing regular basis. Provider and not District or the Schools will be responsible for discipline and training of Provider Employees.

4. Term. The term of this Agreement shall commence as of July 1, 2017 and shall end on June 30, 2018, unless earlier terminated pursuant to the provisions hereof, and may be renewed annually unless terminated pursuant to the provisions hereof. District acknowledges and agrees that prior to any renewal, the Exhibits will be adjusted to account for changes in the duties, responsibilities and wages for Provider Employees. Provider shall provide revised copies of the Exhibits to District at least thirty (30) days prior to the end of the then-current term.

5. Insurance.

A. Workers' Compensation.

(i) Except as otherwise provided in this Agreement, Provider will be considered the "employer" of all Provider Employees for the purposes of providing workers' compensation insurance within the meaning of Ariz. Rev. Stat. § 23-901. Provider shall provide workers' compensation and employer's liability insurance in accordance with the statutory requirements of the State of Arizona, including Employer's Liability insurance with limits of liability of not less than \$500,000 each accident and \$500,000 bodily injury or disease. The workers' compensation policy shall be endorsed to include the Alternate Employer Endorsement and shall include a waiver of subrogation in favor of District from the workers' compensation insurer. Upon termination of this Agreement, Provider shall, upon District's request, provide to District records regarding the loss experience for workers' compensation insurance provided to Provider Employees pursuant to this Agreement.

(ii) District and Provider agree that no individual will be covered by Provider's workers' compensation insurance, or be issued a payroll check, unless and until that individual has, prior to commencing work for District hereunder, satisfied the following requirements: (a) is employed by Provider in Arizona to work in Arizona; (b) is performing services for District pursuant to this Agreement; (c) is listed on Exhibit C, as such Exhibit may be amended, from time to time, by Provider; (d) has completed Provider's required enrollment forms and, where applicable, is certified to be an administrator or teacher or licensed as required by law for the position in which employed by Provider; (e) has completed necessary criminal background checks, including fingerprinting; (f) has entered into an Employment Agreement; (g) has provided all data required by Provider for payroll processing and workers' compensation coverage; and (h) has been entered onto Provider's payroll system.

(iii) District understands and agrees that the workers' compensation insurance that Provider will provide under this Agreement will only cover individuals who are listed on Exhibit C, as such Exhibit may be amended, from time to time, by Provider, and that such workers' compensation insurance will not cover other individuals who might perform services for District, whether as employees, independent contractors, or otherwise. The parties agree that a percentage of the Service Fee paid by District shall be for payment of workers' compensation insurance premiums. District agrees to provide workers' compensation insurance or maintain a program of approved self-insurance covering District's own employees.

B. District Liability Insurance. District will provide liability indemnity protection to Provider Employees who provide services to District under this Agreement, but only if those Provider Employees are acting within the course and scope of the authorization granted by Provider and District. The coverage provided will be made available to Provider Employees as an additional covered party under the terms of District's participation agreement with the Arizona School Risk Retention Trust, Inc. ("Trust"). Coverage will be made available by the Trust to Provider Employees on the same terms and conditions as coverage is made available to employees of District. Provider shall be named an additional covered party to the Trust coverage agreement, but only to the extent that Provider is vicariously liable for the acts of Provider Employees while Provider Employees are performing services for District, but not for any actual or alleged wrongful act, error or omission of Provider in its own right ( e.g. claims of negligent hiring, supervision or retention, employment discrimination, etc.). In no event, however, shall the provision of liability indemnity protection be construed as evidence that the relationship between the parties and Provider Employees is other than specifically provided for and agreed to in this Agreement.

C. Medical Insurance. Provider shall make available to Provider Employees medical coverage that provides minimum value and meets the requirements of minimum essential coverage, as those terms are defined for purposes of the Affordable Care Act ("Medical Insurance"). The District shall pay to Provider \$10.00 for each Provider Employee who elects such coverage. District shall have no responsibility for providing health care benefits for Provider's employees who provide services to the District or their dependent(s). Provider shall defend, indemnify and hold the District harmless for any failure by Provider to comply with its obligations under the ACA.

D. Other Insurance. Provider shall maintain in full force and effect at all times during the term of this Agreement the following:

(i) Commercial General Liability ("CGL") Insurance. The CGL policy shall provide for limits of not less than \$1,000,000 per occurrence and, if such CGL policy contains a general aggregate limit of liability, the limit shall be no less than \$2,000,000. The CGL policy shall be written on an occurrence form and shall cover liability arising from the independent negligence or other wrongful act, error or omission of Provider or its employees that is not the direct consequence of the services provided by Provider Employees under the terms of this Agreement. District shall be named an additional insured on the CGL policy, but only to the extent that the covered liability-causing event is not related to the Services provided for under the terms of this Agreement.

(ii) Unemployment Insurance. Provider shall provide unemployment insurance coverage to the extent required by law.

6. Termination. Provider or District may terminate this Agreement, with respect to any or all of Provider's Employees, without cause or justification of any kind, by providing the other party with written notice of such termination at least thirty (30) days prior to the effective date of termination. Notwithstanding the foregoing, District shall have the right to terminate this Agreement, as it relates to a particular Provider Employee, upon written notice to Provider (or its successor-in-interest) upon the occurrence of any of the following:

(a) A Provider Employee: (i) embezzles, steals or misappropriates funds or property of District or defrauds District; (ii) is convicted of a felony; (iii) has his or her teaching certification

revoked or suspended; (iv) commits an act or omission which constitutes unprofessional conduct or which adversely affects the reputation of District; or fails to meet the Scoring Requirements;

(b) A Provider Employee dies at any time during the term of this Agreement, in which event this Agreement (as it relates to that Provider Employee) shall terminate as of the date of death;

(c) A Provider Employee becomes permanently disabled at any time during the term of this Agreement. For purposes of the foregoing, a Provider Employee shall be deemed to be permanently disabled if, by reason of any physical or mental condition, Provider Employee is unable substantially to perform his or her duties hereunder during either (i) any continuous period of thirty (30) days, in which event this Agreement (as it relates to that Provider Employee) shall terminate as of the first day following the end of such thirty (30)-day period or (ii) an aggregate of forty-five (45) days within a twelve (12)-month period, in which event this Agreement (as it relates to that Provider Employee) shall terminate as of the first day following the forty-fifth (45th) day;

(d) A Provider Employee is unwilling, unable or fails satisfactorily to comply with the rules, guidelines, policies, procedures and regulations promulgated by District and the applicable Schools during the term of Provider Employee's Employment Agreement; provided, however, that termination for cause shall not occur unless written notice of the alleged non-compliance is first given to Provider and Provider fails to cure the non-compliance within ten (10) days following receipt of such written notice; or

(e) A Provider Employee has made any material misrepresentations or has failed to provide any material representations in connection with the employment application that such Provider Employee had submitted to Provider.

7. Independent Contractor. The relationship created by this Agreement shall be deemed and construed to be, and shall be, that of principal and independent contractor. Neither party has the authority to enter into any contract or incur any liability on behalf of the other party. Provider Employees are not intended to be and shall not be considered employees of Schools or District. Except as otherwise provided in this Agreement, Provider retains full control over the employment, direction, supervision, compensation, discipline and discharge of all Provider Employees.

8. Non-Exclusive Use. Provider acknowledges and agrees that District may enter into agreements with other provider organizations to supply educational and support services to District and that Provider is not the exclusive organization with which District may contract to provide such services.

9. Notice. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when hand delivered to the party or upon the date noted upon the receipt for registered or certified mail, first class postage prepaid, return receipt requested, addressed as set forth below:

If to Provider:  
smartschoolsplus, inc.  
P.O. Box 11618  
Tempe, AZ 85284-0027

With a copy to:  
Perkins Coie LLP  
2901 N. Central Avenue, Suite 2000  
Phoenix, AZ 85012  
Attention: Judith K. Weiss, Esq.

If to District:  
Glendale Elementary School District  
7301 North 58<sup>th</sup> Avenue  
Glendale, AZ 85301

With a copy to:

Either party may alter the address or addresses to which communications or copies are to be sent to such party by giving notice of such change of address in conformity with the provisions of this Section.

10. Attorney's Fees. Should any litigation be commenced between the parties hereto concerning the terms of this Agreement, or the rights and duties of the parties under this Agreement, the prevailing party in such litigation shall be entitled to, and in addition to any other relief that may be granted, the prevailing party's attorneys' fees and costs.

11. Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

12. Entire Agreement. This Agreement, including the Recitals and Exhibits, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter, including, but not limited to, the Service Agreement dated January 22, 2016 between Provider and District, which is hereby superseded and replaced by this Agreement in its entirety.

13. Waiver. Neither the failure nor delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such rights, remedies, powers or privileges with respect to any other occurrence.

14. Costs and Expenses. Each party shall bear its own costs, including counsel fees and accounting fees, incurred in connection with the negotiation, drafting and consummation of this Agreement and the transactions contemplated hereby, and all matters incident thereto.

15. Headings. All Sections and descriptive headings of Sections and subsections in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

16. Construction; Interpretation; Modification. This Agreement is intended to express the mutual intent of the parties, and no rule of strict construction shall be applied against the drafting party. In this Agreement, the singular includes the plural, and the plural the singular; words imparting gender include both genders; references to "writing" include printing, typing and other means of reproducing words in a tangible visible form; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation." The term "person" shall include an individual, corporation, joint venture, partnership, trust, estate, association or any other entity. This Agreement may not be modified or amended other than by a writing signed by the party to be charged with such modification or amendment.

17. Survival. Sections 5, 7, 9, 10, 18, 19, 20, 22 and 23 shall survive the expiration or termination of this Agreement.

18. Governing Law; Forum; Venue. This Agreement is executed and delivered in the State of Arizona; and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern its interpretation and enforcement. Any action brought to interpret or enforce any provisions of this Agreement, or otherwise relating to or arising from this Agreement, shall be commenced and maintained (i) if applicable, in accordance with the procedures set forth in A.R.S. § 41-2611, *et seq.*, or, if



such procedures are not applicable, then (ii) in a federal, state or local court located within Maricopa County, Arizona.

19. Knowing Covenants. The parties hereby represent to each other that the covenants and agreements provided for in this Agreement have been knowingly and voluntarily granted after thorough consultation with counsel as to the binding and irrevocable effect thereof. Based upon consultation with counsel, each of the parties hereby represents and warrants to the other that this Agreement is binding upon and enforceable against such party in accordance with its terms.

20. Indemnification. Provider agrees to indemnify, defend and hold harmless the Schools and District, its board members, officers, directors and employees for and hold them harmless from all suits, claims, liabilities, costs, expenses and debt, including reasonable attorneys' fees, incurred by District arising from, attributable to or caused by acts or omissions of Provider (or its officers, directors, shareholders or agents) or any Provider Employee in the performance of or related to the performance of the duties of Provider Employee as described in the Employment Agreement (including, but not limited to, injuries to Provider Employees that may or may not be covered by workers' compensation insurance) except to the extent such claims, liabilities, costs, expenses and debt result from acts or omissions of District or its board members, officers, directors, employees, insurers, indemnitors or agents. This indemnification provision shall apply to claims, suits, liabilities, costs, expenses and debt that are not otherwise covered by District's Liability Insurance provided for by the Trust.

21. Conflict of Interest. The parties expressly acknowledge that, pursuant to A.R.S. Section 38-511, District has the option of canceling this Agreement within three (3) years from the date of execution, without any further penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of District is at any time during the term or any extension thereof, an employee or agent of Provider or a consultant to Provider. Provider acknowledges the potential for a current District employee to become a Provider Employee and recognizes the applicability of A.R.S. Section 38-511.

22. Compliance with Immigration Laws and Regulations.

A. Warranty. Pursuant to the provisions of A.R.S. § 41-4401, each party warrants to the other party that it is in compliance with all Arizona and Federal Immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. § 23-214(A). Each party acknowledges that its breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of any employee of the other Party or any independent contractor who works on this Agreement to ensure compliance with this warranty.

B. Verification. A party may conduct random verification of the employment records of the other party to ensure compliance with this warranty.

C. Contracts for Services. The provisions of this Section must be included in any contract a party enters into with any and all of its employees or independent contractors who provide services under this Agreement or any subcontract. As used in this Section, "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first above written and effective as of the date hereinabove stated.

Provider:

---

smartschoolsplus, inc.  
By: Sandra McClelland  
Its: President

District:

---

By:  
Its

Exhibit "A"  
Scope of Services

The following services and/or activities are offered by smartschoolsplus, inc. in fulfillment of its obligations under the terms of the Agreement:

a. Recruit, hire, train, evaluate, supervise, discipline, and terminate individuals who are professionally and technically qualified to perform the duties of school staff, teachers, substitute teachers, administrators, and any other school employee.

b. Maintain a recruiting and hiring program that is in compliance with federal and state laws, rules and regulations, equal opportunity and anti-discrimination policies applicable to, and restricting, the hiring and selection process, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans With Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA"), and the Arizona Employment Protection Act ("AEPA").

c. Maintain a system of statewide personal background checks on all Provider Employees provided to the Schools and District to include pre-screening, credentialing, licensure, personal history, qualifications, work history, references, statewide criminal background check, and fingerprinting. Provider shall ensure that all Provider Employees possess all certifications and qualifications necessary to enable them to perform their assignments.

d. Maintain a system of performance evaluation for each Provider Employee consistent with the evaluation instrument utilized by District and the applicable Schools under the Arizona Framework for Measuring Educator Effectiveness, as adopted by the Arizona State Board of Education pursuant to A.R.S. § 15-203(A)(38).

e. Maintain a program of supervision that enforces the policies and procedures of District. In order to maintain the program, Provider shall designate one or more on-site staff as the supervisor and/or Provider contact who will be responsible for addressing and responding to Provider Employees. The designated on-site supervisor and/or Provider contact shall be trained by Provider in regard to (i) applicable workers' compensation laws; (ii) applicable equal employment opportunity laws, regulations and policies, including reporting procedures; and (iii) workplace violence prevention, including the detection of early warning signs of violence and the proper reporting of threats and acts of violence. The supervisor and/or Provider contact shall promptly notify District and the applicable Schools of any human-resource-type issue raised by a Provider Employee that may affect District or such Schools, such as threats of violence, harassment, discrimination or retaliation.

f. Provide to Provider Employee information regarding his or her obligation to comply with all of District's safety, drug/alcohol, work policies, anti-harassment, anti-discrimination and anti-retaliation policies. Provider will establish a complaint and/or reporting procedure for violations of policies and instruct Provider Employees on the use of the procedure. Provider shall obtain written acknowledgement from the Provider Employee that s/he has read, understood and agrees to abide by those policies and procedures.

g. Provide annual harassment, discrimination, retaliation, abuse and neglect training for all Provider Employees, or ensure Provider Employees participate in similar training provided by District. Provider shall maintain a record of all such training.

h. Inform Provider Employee in writing that s/he is employed by Provider, not District.

i. Inform Provider Employee in writing that job-related illness/injury reports are to be made to the supervisor or Provider contact and provide information on where and how reports are to be made to the Provider contact.

j. Prepare and distribute an Employee Handbook to Provider Employees that identifies and explains Provider's policies and procedures that will be followed during the course of Provider Employees' employment with Provider.

k. Notify Provider Employees in writing that the only benefits they will receive will be from Provider, and that they are not entitled to any benefits from District.

l. Be solely responsible for administrative employment matters regarding Provider Employees including, but not limited to, all payroll and payroll income tax withholding matters, payment of workers' compensation premiums and funding of appropriate fringe benefit programs. Provider agrees to hold harmless District from any and all taxes, assessments or governmental charges in connection with its employment of Provider Employees. District will immediately forward to Provider any garnishment orders, involuntary deduction orders, notices of IRS liens, and other forms of legal process received by District affecting payment of wages to Provider Employees and will cooperate with Provider in responding thereto.

m. Comply, and be responsible for, Provider Employees' compliance with all health and safety laws, regulations, ordinances, directives, and rules imposed by controlling federal, state, or local governments, and report all work-related accidents involving a Provider Employee within 24 hours to District. Provider will provide, or ensure that all Provider Employees use, personal protective equipment as required by federal, state, local law, regulations, ordinances, directive or rule. Provider reserves the right to audit safety activities. Provider or its workers' compensation carrier has the right to inspect District's premises and operation, but is not obligated to conduct any inspections and either may give reports to District on the conditions found at District's worksites. District will supply documentation related to safety activities as prescribed by law (e.g. safety meeting, training, maintaining OSHA log). Neither Provider's insurer nor Provider warrants the result of the inspections or the absence thereof, or that the operations or premises are in compliance with any laws, regulations, codes or standards.

n. Pay Provider Employees in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act ("FLSA") and Arizona Labor Code. Provider shall maintain complete and accurate records of all wages paid to a Provider Employee assigned to provide services to District. Provider shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages, payroll-related and unemployment taxes attributable to wages paid to Provider Employees assigned to provide services to District.

o. Be responsible for the quality, adequacy and safety of the Services provided by Provider Employees pursuant to this Agreement, and the acts, errors or omissions of Provider Employees at all times.

p. Be responsible for, and hold District harmless from, claims of Provider Employees arising from any act, error or omission of Provider allocated to Provider or shared by Provider and District under this Agreement.

q. Assist District to comply with A.R.S. § 15-512(h) by providing to District, or directing Provider Employees to visit District's Human Resources Department to provide, a set of identify-verified fingerprints for submission to the Arizona Department of Public Safety for the purpose of obtaining a current criminal history report for Provider Employees.

Exhibit "B"

Employee Agreements  
(copies to be attached)

Exhibit "C"  
Fee Schedule

Exhibit "D" (Option A)  
Provider Compensation Schedule

Compensation: Provider Compensation is computed by number of days Provider Employees work during designated month, times their Daily Rate of Pay. Refer to Exhibit "C". Provider will invoice the District monthly, at agreed upon offered contractual salary at 80% of exit salary for internal Provider Employees and agreed upon offered contractual salary for external Provider Employees, and Service Fee (4%) plus all applicable direct payroll costs (e.g., Fica & Medicare, AZ Unemployment, Federal Unemployment, Worker's Compensation (professional/classified), payable within seven (7) days of receipt of invoice.

Addendum Pay: The District will pay the Provider for Provider Employees that have qualified for additional compensation and/or additional duties, such as Pay for Performance, coaching, department chair, sponsor of student club, etc. Provider will invoice the District, for agreed upon Addendum Pay at 100% for Provider Employees and Service Fee (4%) plus all applicable direct payroll costs (e.g., Fica & Medicare, AZ Unemployment, Federal Unemployment, Worker's Compensation (professional/classified). The method and timing of payment of such " Addendum Pay" shall be in accordance with the performance of such service.

Reimbursement:

(a) District will reimburse Provider for mileage, travel, conferences and other out-of-pocket expenses incurred by Provider Employees but only if such expenses are approved (prior to the expense being incurred), by Provider Employee's District supervisor. To obtain such reimbursement, Provider Employees must submit a written claim for reimbursement, approved by the Provider Employee's District supervisor, to District. District will forward the claim to Provider. Provider shall reimburse Provider Employee and include the amount of the reimbursement on Provider's invoice to District.

(b) District will reimburse Provider for Provider's out-of-pocket costs to provide Medical Insurance coverage to Provider Employees pursuant to Section 5(c) of this Agreement.

Annual Discretionary Days - 9/10 Month Employees: The District will provide a substitute for each Provider Employee, as needed Employees of Provider will receive discretionary days (non-accrual) consistent with District employees in similar positions. Employees of Provider will report their absences and schedule their personal days according to District guidelines. In the event a Provider Employee exceeds allocated discretionary days, the Provider will invoice the District less the daily rate of pay per Provider Employee absence for each day missed greater than the allocated days.

Annual Discretionary /Vacation Days - 12 Month Employees: The District will provide a substitute for each Provider Employee, when required. Employees of Provider will receive discretionary days (non-accrual) consistent with District employees in similar positions. Employees of Provider will report their absences and schedule their personal days according to District guidelines. In the event a Provider Employee exceeds allocated discretionary days, the Provider will invoice the District less the daily rate of pay per Provider Employee absence for each day missed greater than the allocated days.

Technology Access: The District will provide each Provider Employee access to electronic and technological tools allowing for participation and function of normal District duties (e.g., Kronos, e-mail, internet, cell phones, portable computer devices, etc.). Employees shall reimburse District directly for all charges incurred as the result of personal use of cell phones and for financial loss incurred as a result of damage to or loss of District-owned portable computer devices. Provider Employees agree to follow all District guidelines and policies regarding use of the same.

Use of District Vehicles: Subject to authorization by Provider Employee's District supervisor, District will provide Provider Employee with access to and use of a District-owned vehicle for the purpose of conducting District business. Any and all expenses, liabilities and insurance relating to the use of the

District vehicle by Provider Employee will be the sole responsibility of District. Provider will provide Provider Employee with information regarding his or her obligation to maintain a current Arizona driver's license and to comply with all of District's safety policies and guidelines concerning use of District vehicles authorized for use by Provider Employee, as well as federal, state and local laws and regulations, if any, applicable to such use.

63601-0001/LEGAL24975262.1



## SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is entered into this 15th day of February, 2017 between smartschoolsplus, inc, an Arizona corporation ("Provider"), and Glendale Elementary School District ("District").

### RECITALS

A. Provider is a corporation engaged in the business of providing professional educational services to schools and school districts, including employee staffing services;

B. Provider's employees include qualified staff, teachers, substitute teachers and school administrators;

C. District is a school district within the State of Arizona that requires qualified staff, teachers, substitute teachers and administrators.

D. District is authorized to enter into this Agreement pursuant to A.R.S. § 15-502(A).

E. District desires to obtain services, as more fully described in Exhibit A, attached hereto ("Services") from Provider and Provider is willing to provide Services to District upon the terms and conditions contained in this Agreement, pursuant to RFP #14-06MP and the associated contract issued by the Strategic Alliance for Volume Expenditures (SAVE) available to District/State Entities which supersedes Entire Agreement language.

### AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Provider and District agree as follows:

#### 1. Provider Employees.

A. Employment Agreements. Provider shall enter, or has previously entered, into employment agreements ("Employment Agreements"), substantially in the form of Exhibit B, attached hereto, with staff, teachers, substitute teachers, and administrators (each, a "Provider Employee" and, collectively, "Provider Employees") to provide the educational services required by District at District schools (the "Schools"). A copy of each Employment Agreement shall be provided to District as soon as available.

B. Provider Employees. The roster of Provider Employees and Fee Schedule for Provider Employees is attached hereto as Exhibit C. District shall have the right to reject any of the Provider Employees, without cause, as long as written notice of rejection is provided to Provider within ten (10) days of District's receipt of the Provider Employee's Employment Agreement.

C. Provider Responsibility. Provider shall take steps to assure that each Provider Employee performs in accordance with his or her Employment Agreement. Provider shall ensure that Provider Employees possess all certifications and qualifications necessary to enable them to perform their assignments and that Provider Employees have satisfied any legal prerequisites to the performance of their assignments including, but not limited to, fingerprint checks and possession of any necessary licenses.

D. Wages. Provider Employees will receive wages solely through Provider. It is a material breach of this Agreement for District to pay any Provider Employee in cash or by any other means for any services rendered. Any individual whom District pays directly for any services rendered will not be considered a Provider Employee for any purpose under this Agreement as to the services for which District provides payment.

2. Compensation. District agrees to compensate Provider for the Services ("Service Fee") in accordance with Exhibit D, attached hereto. Provider shall invoice District monthly; invoices shall be due and payable within thirty (30) days of receipt of the invoice.

3. Supervision. Provider Employees shall be required to adhere to all rules, guidelines, policies, procedures and regulations concerning the operation of District and the applicable Schools and delivery of educational services to District and the applicable Schools. Provider Employees shall be required to perform all duties as assigned by the applicable Schools and District and to meet the minimum scoring requirements ("Scoring Requirements") of the applicable evaluation instrument utilized by District and the applicable Schools under the Arizona Framework for Measuring Educator Effectiveness, as adopted by the Arizona State Board of Education pursuant to A.R.S. § 15-203(A)(38). Provider will provide general direction, supervision and control of each Provider Employee in the performance of Provider Employee's duties, as more fully described in Exhibit A. District and the applicable Schools will provide daily monitoring of Provider Employees and will report to Provider on an ongoing regular basis. Provider and not District or the Schools will be responsible for discipline and training of Provider Employees.

4. Term. The term of this Agreement shall commence as of July 1, 2017 and shall end on June 30, 2018, unless earlier terminated pursuant to the provisions hereof, and may be renewed annually unless terminated pursuant to the provisions hereof. District acknowledges and agrees that prior to any renewal, the Exhibits will be adjusted to account for changes in the duties, responsibilities and wages for Provider Employees. Provider shall provide revised copies of the Exhibits to District at least thirty (30) days prior to the end of the then-current term.

5. Insurance.

A. Workers' Compensation.

(i) Except as otherwise provided in this Agreement, Provider will be considered the "employer" of all Provider Employees for the purposes of providing workers' compensation insurance within the meaning of Ariz. Rev. Stat. § 23-901. Provider shall provide workers' compensation and employer's liability insurance in accordance with the statutory requirements of the State of Arizona, including Employer's Liability insurance with limits of liability of not less than \$500,000 each accident and \$500,000 bodily injury or disease. The workers' compensation policy shall be endorsed to include the Alternate Employer Endorsement and shall include a waiver of subrogation in favor of District from the workers' compensation insurer. Upon termination of this Agreement, Provider shall, upon District's request, provide to District records regarding the loss experience for workers' compensation insurance provided to Provider Employees pursuant to this Agreement.

(ii) District and Provider agree that no individual will be covered by Provider's workers' compensation insurance, or be issued a payroll check, unless and until that individual has, prior to commencing work for District hereunder, satisfied the following requirements: (a) is employed by Provider in Arizona to work in Arizona; (b) is performing services for District pursuant to this Agreement; (c) is listed on Exhibit C, as such Exhibit may be amended, from time to time, by Provider; (d) has completed Provider's required enrollment forms and, where applicable, is certified to be an administrator or teacher or licensed as required by law for the position in which employed by Provider; (e) has completed necessary criminal background checks, including fingerprinting; (f) has entered into an Employment Agreement; (g) has provided all data required by Provider for payroll processing and workers' compensation coverage; and (h) has been entered onto Provider's payroll system.

(iii) District understands and agrees that the workers' compensation insurance that Provider will provide under this Agreement will only cover individuals who are listed on Exhibit C, as such Exhibit may be amended, from time to time, by Provider, and that such workers' compensation insurance will not cover other individuals who might perform services for District, whether as employees, independent contractors, or otherwise. The parties agree that a percentage of the Service Fee paid by District shall be for payment of workers' compensation insurance premiums. District agrees to provide workers' compensation insurance or maintain a program of approved self-insurance covering District's own employees.

B. District Liability Insurance. District will provide liability indemnity protection to Provider Employees who provide services to District under this Agreement, but only if those Provider Employees are acting within the course and scope of the authorization granted by Provider and District. The coverage provided will be made available to Provider Employees as an additional covered party under the terms of District's participation agreement with the Arizona School Risk Retention Trust, Inc. ("Trust"). Coverage will be made available by the Trust to Provider Employees on the same terms and conditions as coverage is made available to employees of District. Provider shall be named an additional covered party to the Trust coverage agreement, but only to the extent that Provider is vicariously liable for the acts of Provider Employees while Provider Employees are performing services for District, but not for any actual or alleged wrongful act, error or omission of Provider in its own right ( e.g. claims of negligent hiring, supervision or retention, employment discrimination, etc.). In no event, however, shall the provision of liability indemnity protection be construed as evidence that the relationship between the parties and Provider Employees is other than specifically provided for and agreed to in this Agreement.

C. Medical Insurance. Provider shall make available to Provider Employees medical coverage that provides minimum value and meets the requirements of minimum essential coverage, as those terms are defined for purposes of the Affordable Care Act ("Medical Insurance"). The District shall pay to Provider \$10.00 for each Provider Employee who elects such coverage. District shall have no responsibility for providing health care benefits for Provider's employees who provide services to the District or their dependent(s). Provider shall defend, indemnify and hold the District harmless for any failure by Provider to comply with its obligations under the ACA.

D. Other Insurance. Provider shall maintain in full force and effect at all times during the term of this Agreement the following:

(i) Commercial General Liability ("CGL") Insurance. The CGL policy shall provide for limits of not less than \$1,000,000 per occurrence and, if such CGL policy contains a general aggregate limit of liability, the limit shall be no less than \$2,000,000. The CGL policy shall be written on an occurrence form and shall cover liability arising from the independent negligence or other wrongful act, error or omission of Provider or its employees that is not the direct consequence of the services provided by Provider Employees under the terms of this Agreement. District shall be named an additional insured on the CGL policy, but only to the extent that the covered liability-causing event is not related to the Services provided for under the terms of this Agreement.

(ii) Unemployment Insurance. Provider shall provide unemployment insurance coverage to the extent required by law.

6. Termination. Provider or District may terminate this Agreement, with respect to any or all of Provider's Employees, without cause or justification of any kind, by providing the other party with written notice of such termination at least thirty (30) days prior to the effective date of termination. Notwithstanding the foregoing, District shall have the right to terminate this Agreement, as it relates to a particular Provider Employee, upon written notice to Provider (or its successor-in-interest) upon the occurrence of any of the following:

(a) A Provider Employee: (i) embezzles, steals or misappropriates funds or property of District or defrauds District; (ii) is convicted of a felony; (iii) has his or her teaching certification

revoked or suspended; (iv) commits an act or omission which constitutes unprofessional conduct or which adversely affects the reputation of District; or fails to meet the Scoring Requirements;

(b) A Provider Employee dies at any time during the term of this Agreement, in which event this Agreement (as it relates to that Provider Employee) shall terminate as of the date of death;

(c) A Provider Employee becomes permanently disabled at any time during the term of this Agreement. For purposes of the foregoing, a Provider Employee shall be deemed to be permanently disabled if, by reason of any physical or mental condition, Provider Employee is unable substantially to perform his or her duties hereunder during either (i) any continuous period of thirty (30) days, in which event this Agreement (as it relates to that Provider Employee) shall terminate as of the first day following the end of such thirty (30)-day period or (ii) an aggregate of forty-five (45) days within a twelve (12)-month period, in which event this Agreement (as it relates to that Provider Employee) shall terminate as of the first day following the forty-fifth (45th) day;

(d) A Provider Employee is unwilling, unable or fails satisfactorily to comply with the rules, guidelines, policies, procedures and regulations promulgated by District and the applicable Schools during the term of Provider Employee's Employment Agreement; provided, however, that termination for cause shall not occur unless written notice of the alleged non-compliance is first given to Provider and Provider fails to cure the non-compliance within ten (10) days following receipt of such written notice; or

(e) A Provider Employee has made any material misrepresentations or has failed to provide any material representations in connection with the employment application that such Provider Employee had submitted to Provider.

7. Independent Contractor. The relationship created by this Agreement shall be deemed and construed to be, and shall be, that of principal and independent contractor. Neither party has the authority to enter into any contract or incur any liability on behalf of the other party. Provider Employees are not intended to be and shall not be considered employees of Schools or District. Except as otherwise provided in this Agreement, Provider retains full control over the employment, direction, supervision, compensation, discipline and discharge of all Provider Employees.

8. Non-Exclusive Use. Provider acknowledges and agrees that District may enter into agreements with other provider organizations to supply educational and support services to District and that Provider is not the exclusive organization with which District may contract to provide such services.

9. Notice. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when hand delivered to the party or upon the date noted upon the receipt for registered or certified mail, first class postage prepaid, return receipt requested, addressed as set forth below:

If to Provider:  
smartschoolsplus, inc.  
P.O. Box 11618  
Tempe, AZ 85284-0027

With a copy to:  
Perkins Coie LLP  
2901 N. Central Avenue, Suite 2000  
Phoenix, AZ 85012  
Attention: Judith K. Weiss, Esq.

If to District:  
Glendale Elementary School District  
7301 North 58<sup>th</sup> Avenue  
Glendale, AZ 85301

With a copy to:

Either party may alter the address or addresses to which communications or copies are to be sent to such party by giving notice of such change of address in conformity with the provisions of this Section.

10. Attorney's Fees. Should any litigation be commenced between the parties hereto concerning the terms of this Agreement, or the rights and duties of the parties under this Agreement, the prevailing party in such litigation shall be entitled to, and in addition to any other relief that may be granted, the prevailing party's attorneys' fees and costs.

11. Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

12. Entire Agreement. This Agreement, including the Recitals and Exhibits, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter, including, but not limited to, the Service Agreement dated January 22, 2016 between Provider and District, which is hereby superseded and replaced by this Agreement in its entirety.

13. Waiver. Neither the failure nor delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such rights, remedies, powers or privileges with respect to any other occurrence.

14. Costs and Expenses. Each party shall bear its own costs, including counsel fees and accounting fees, incurred in connection with the negotiation, drafting and consummation of this Agreement and the transactions contemplated hereby, and all matters incident thereto.

15. Headings. All Sections and descriptive headings of Sections and subsections in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

16. Construction; Interpretation; Modification. This Agreement is intended to express the mutual intent of the parties, and no rule of strict construction shall be applied against the drafting party. In this Agreement, the singular includes the plural, and the plural the singular; words imparting gender include both genders; references to "writing" include printing, typing and other means of reproducing words in a tangible visible form; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation." The term "person" shall include an individual, corporation, joint venture, partnership, trust, estate, association or any other entity. This Agreement may not be modified or amended other than by a writing signed by the party to be charged with such modification or amendment.

17. Survival. Sections 5, 7, 9, 10, 18, 19, 20, 22 and 23 shall survive the expiration or termination of this Agreement.

18. Governing Law; Forum; Venue. This Agreement is executed and delivered in the State of Arizona; and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern its interpretation and enforcement. Any action brought to interpret or enforce any provisions of this Agreement, or otherwise relating to or arising from this Agreement, shall be commenced and maintained (i) if applicable, in accordance with the procedures set forth in A.R.S. § 41-2611, *et seq.*, or, if

such procedures are not applicable, then (ii) in a federal, state or local court located within Maricopa County, Arizona.

19. Knowing Covenants. The parties hereby represent to each other that the covenants and agreements provided for in this Agreement have been knowingly and voluntarily granted after thorough consultation with counsel as to the binding and irrevocable effect thereof. Based upon consultation with counsel, each of the parties hereby represents and warrants to the other that this Agreement is binding upon and enforceable against such party in accordance with its terms.

20. Indemnification. Provider agrees to indemnify, defend and hold harmless the Schools and District, its board members, officers, directors and employees for and hold them harmless from all suits, claims, liabilities, costs, expenses and debt, including reasonable attorneys' fees, incurred by District arising from, attributable to or caused by acts or omissions of Provider (or its officers, directors, shareholders or agents) or any Provider Employee in the performance of or related to the performance of the duties of Provider Employee as described in the Employment Agreement (including, but not limited to, injuries to Provider Employees that may or may not be covered by workers' compensation insurance) except to the extent such claims, liabilities, costs, expenses and debt result from acts or omissions of District or its board members, officers, directors, employees, insurers, indemnitors or agents. This indemnification provision shall apply to claims, suits, liabilities, costs, expenses and debt that are not otherwise covered by District's Liability Insurance provided for by the Trust.

21. Conflict of Interest. The parties expressly acknowledge that, pursuant to A.R.S. Section 38-511, District has the option of canceling this Agreement within three (3) years from the date of execution, without any further penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of District is at any time during the term or any extension thereof, an employee or agent of Provider or a consultant to Provider. Provider acknowledges the potential for a current District employee to become a Provider Employee and recognizes the applicability of A.R.S. Section 38-511.

22. Compliance with Immigration Laws and Regulations.

A. Warranty. Pursuant to the provisions of A.R.S. § 41-4401, each party warrants to the other party that it is in compliance with all Arizona and Federal Immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. § 23-214(A). Each party acknowledges that its breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of any employee of the other Party or any independent contractor who works on this Agreement to ensure compliance with this warranty.

B. Verification. A party may conduct random verification of the employment records of the other party to ensure compliance with this warranty.

C. Contracts for Services. The provisions of this Section must be included in any contract a party enters into with any and all of its employees or independent contractors who provide services under this Agreement or any subcontract. As used in this Section, "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first above written and effective as of the date hereinabove stated.

Provider:

---

smartschoolsplus, inc.  
By: Sandra McClelland  
Its: President

District:

---

By:  
Its

Exhibit "A"  
Scope of Services

The following services and/or activities are offered by smartschoolsplus, inc. in fulfillment of its obligations under the terms of the Agreement:

a. Recruit, hire, train, evaluate, supervise, discipline, and terminate individuals who are professionally and technically qualified to perform the duties of school staff, teachers, substitute teachers, administrators, and any other school employee.

b. Maintain a recruiting and hiring program that is in compliance with federal and state laws, rules and regulations, equal opportunity and anti-discrimination policies applicable to, and restricting, the hiring and selection process, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans With Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA"), and the Arizona Employment Protection Act ("AEPA").

c. Maintain a system of statewide personal background checks on all Provider Employees provided to the Schools and District to include pre-screening, credentialing, licensure, personal history, qualifications, work history, references, statewide criminal background check, and fingerprinting. Provider shall ensure that all Provider Employees possess all certifications and qualifications necessary to enable them to perform their assignments.

d. Maintain a system of performance evaluation for each Provider Employee consistent with the evaluation instrument utilized by District and the applicable Schools under the Arizona Framework for Measuring Educator Effectiveness, as adopted by the Arizona State Board of Education pursuant to A.R.S. § 15-203(A)(38).

e. Maintain a program of supervision that enforces the policies and procedures of District. In order to maintain the program, Provider shall designate one or more on-site staff as the supervisor and/or Provider contact who will be responsible for addressing and responding to Provider Employees. The designated on-site supervisor and/or Provider contact shall be trained by Provider in regard to (i) applicable workers' compensation laws; (ii) applicable equal employment opportunity laws, regulations and policies, including reporting procedures; and (iii) workplace violence prevention, including the detection of early warning signs of violence and the proper reporting of threats and acts of violence. The supervisor and/or Provider contact shall promptly notify District and the applicable Schools of any human-resource-type issue raised by a Provider Employee that may affect District or such Schools, such as threats of violence, harassment, discrimination or retaliation.

f. Provide to Provider Employee information regarding his or her obligation to comply with all of District's safety, drug/alcohol, work policies, anti-harassment, anti-discrimination and anti-retaliation policies. Provider will establish a complaint and/or reporting procedure for violations of policies and instruct Provider Employees on the use of the procedure. Provider shall obtain written acknowledgement from the Provider Employee that s/he has read, understood and agrees to abide by those policies and procedures.

g. Provide annual harassment, discrimination, retaliation, abuse and neglect training for all Provider Employees, or ensure Provider Employees participate in similar training provided by District. Provider shall maintain a record of all such training.

h. Inform Provider Employee in writing that s/he is employed by Provider, not District.

i. Inform Provider Employee in writing that job-related illness/injury reports are to be made to the supervisor or Provider contact and provide information on where and how reports are to be made to the Provider contact.



j. Prepare and distribute an Employee Handbook to Provider Employees that identifies and explains Provider's policies and procedures that will be followed during the course of Provider Employees' employment with Provider.

k. Notify Provider Employees in writing that the only benefits they will receive will be from Provider, and that they are not entitled to any benefits from District.

l. Be solely responsible for administrative employment matters regarding Provider Employees including, but not limited to, all payroll and payroll income tax withholding matters, payment of workers' compensation premiums and funding of appropriate fringe benefit programs. Provider agrees to hold harmless District from any and all taxes, assessments or governmental charges in connection with its employment of Provider Employees. District will immediately forward to Provider any garnishment orders, involuntary deduction orders, notices of IRS liens, and other forms of legal process received by District affecting payment of wages to Provider Employees and will cooperate with Provider in responding thereto.

m. Comply, and be responsible for, Provider Employees' compliance with all health and safety laws, regulations, ordinances, directives, and rules imposed by controlling federal, state, or local governments, and report all work-related accidents involving a Provider Employee within 24 hours to District. Provider will provide, or ensure that all Provider Employees use, personal protective equipment as required by federal, state, local law, regulations, ordinances, directive or rule. Provider reserves the right to audit safety activities. Provider or its workers' compensation carrier has the right to inspect District's premises and operation, but is not obligated to conduct any inspections and either may give reports to District on the conditions found at District's worksites. District will supply documentation related to safety activities as prescribed by law (e.g. safety meeting, training, maintaining OSHA log). Neither Provider's insurer nor Provider warrants the result of the inspections or the absence thereof, or that the operations or premises are in compliance with any laws, regulations, codes or standards.

n. Pay Provider Employees in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act ("FLSA") and Arizona Labor Code. Provider shall maintain complete and accurate records of all wages paid to a Provider Employee assigned to provide services to District. Provider shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages, payroll-related and unemployment taxes attributable to wages paid to Provider Employees assigned to provide services to District.

o. Be responsible for the quality, adequacy and safety of the Services provided by Provider Employees pursuant to this Agreement, and the acts, errors or omissions of Provider Employees at all times.

p. Be responsible for, and hold District harmless from, claims of Provider Employees arising from any act, error or omission of Provider allocated to Provider or shared by Provider and District under this Agreement.

q. Assist District to comply with A.R.S. § 15-512(h) by providing to District, or directing Provider Employees to visit District's Human Resources Department to provide, a set of identify-verified fingerprints for submission to the Arizona Department of Public Safety for the purpose of obtaining a current criminal history report for Provider Employees.

Exhibit "B"

Employee Agreements  
(copies to be attached)

Exhibit "C"  
Fee Schedule

Exhibit "D" (Option B)  
Provider Compensation Schedule

Compensation: Provider Compensation is computed by number of days Provider Employees work during designated month, times their Daily Rate of Pay. Refer to Exhibit "C". Provider will invoice the District monthly, at agreed upon offered contractual salary at 80% of exit salary for internal Provider Employees and agreed upon offered contractual salary for external Provider Employees, and Service Fee (4%) plus all applicable direct payroll costs (e.g., Fica & Medicare, AZ Unemployment, Federal Unemployment, Worker's Compensation (professional/classified), payable within seven (7) days of receipt of invoice.

Addendum Pay: The District will pay the Provider for Provider Employees that have qualified for additional compensation and/or additional duties, such as Pay for Performance, Department Chair, Team Lead, Mentoring, Student Advisor, Student Club Sponsor, 21<sup>st</sup> CCLC Coordinator, 21<sup>st</sup> CCLC Enrichment, 21<sup>st</sup> CCLC Leadership, 21<sup>st</sup> CCLC Parent Educator, 21<sup>st</sup> CCLC Tutor, AA Differential, AA Extra Days Worked, Advanced Math, AESOP Training, Athletic Coach. Athletic Director, Basketball Clinic, Bilingual, Boys Town, Cadre, Cadre Monitor, CPI Training, Cross Country Meet Coordinator, Data Analysis, Detention, DIBELS, ELA, ELD, ELD Tutoring, Dual Endorsement, ELD Endorsement Gifted Endorsement, NBCT Endorsement, Reading Endorsement, Sped Endorsement, Evaluation Committee, Evaluation, Homebound, IEP, ILLP, Induction, Induction Coach, Interpreter, Jumpstart, Kinder, Leadership, Math Intervention, Math Pacing, Math Professional Development, Math Planning, Special Education, Pacing Guide, Planning, PLC, PRIME, Psychologist, Reading Adoption, Related Arts, RTI, Saturday Professional Development, Saturday School, School Improvement, Science Benchmark, SELS, SLP CCC, SPDG, STEM, Student Council, TAT, TAT Coordinator, Tech Mentor, Technology Integration, Testing, Title 1 Tutoring, Tutoring, Webmaster, Yearbook. Provider will invoice the District, for agreed upon Addendum Pay at 100% for Provider Employees and Service Fee (4%) plus all applicable direct payroll costs (e.g., Fica & Medicare, AZ Unemployment, Federal Unemployment, Worker's Compensation (professional/classified). The method and timing of payment of such " Addendum Pay" shall be in accordance with the performance of such service.

Reimbursement:

(a) District will reimburse Provider for mileage, travel, conferences and other out-of-pocket expenses incurred by Provider Employees but only if such expenses are approved (prior to the expense being incurred), by Provider Employee's District supervisor. To obtain such reimbursement, Provider Employees must submit a written claim for reimbursement, approved by the Provider Employee's District supervisor, to District. District will forward the claim to Provider. Provider shall reimburse Provider Employee and include the amount of the reimbursement on Provider's invoice to District.

(b) District will reimburse Provider for Provider's out-of-pocket costs to provide Medical Insurance coverage to Provider Employees pursuant to Section 5(c) of this Agreement.

Annual Discretionary Days - 9/10 Month Employees: The District will provide a substitute for each Provider Employee, as needed Employees of Provider will receive discretionary days (non-accrual) consistent with District employees in similar positions. Employees of Provider will report their absences and schedule their personal days according to District guidelines. In the event a Provider Employee exceeds allocated discretionary days, the Provider will invoice the District less the daily rate of pay per Provider Employee absence for each day missed greater than the allocated days.

Annual Discretionary /Vacation Days - 12 Month Employees: The District will provide a substitute for each Provider Employee, when required. Employees of Provider will receive discretionary days (non-accrual) consistent with District employees in similar positions. Employees of Provider will report their absences and schedule their personal days according to District guidelines. In the event a Provider Employee

exceeds allocated discretionary days, the Provider will invoice the District less the daily rate of pay per Provider Employee absence for each day missed greater than the allocated days.

Technology Access: The District will provide each Provider Employee access to electronic and technological tools allowing for participation and function of normal District duties (e.g., Kronos, e-mail, internet, cell phones, portable computer devices, etc.). Employees shall reimburse District directly for all charges incurred as the result of personal use of cell phones and for financial loss incurred as a result of damage to or loss of District-owned portable computer devices. Provider Employees agree to follow all District guidelines and policies regarding use of the same.

Use of District Vehicles: Subject to authorization by Provider Employee's District supervisor, District will provide Provider Employee with access to and use of a District-owned vehicle for the purpose of conducting District business. Any and all expenses, liabilities and insurance relating to the use of the District vehicle by Provider Employee will be the sole responsibility of District. Provider will provide Provider Employee with information regarding his or her obligation to maintain a current Arizona driver's license and to comply with all of District's safety policies and guidelines concerning use of District vehicles authorized for use by Provider Employee, as well as federal, state and local laws and regulations, if any, applicable to such use.

63601-0001/LEGAL24975262.1

GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 6.C. TOPIC: Policy Revision First Reading

SUBMITTED BY: Ms. Cindy Segotta-Jones, Assistant Superintendent

RECOMMENDED BY: Ms. Leslee Miele, Director for Effective Schools

DATE ASSIGNED FOR CONSIDERATION: February 23, 2017

RECOMMENDATION:

It is recommended the Governing Board approve the first reading of proposed revisions to Policy J-FABD - Admission of Homeless Students.

---

**RATIONALE:**

The recommended change to policy J-FABD - Admission of Homeless Students is being made to align as required by the State of Arizona and Federal Government.

## ADMISSION OF HOMELESS STUDENTS

This policy is intended to direct compliance with Arizona State Laws and Arizona Administrative Code and the McKinney-Vento Homeless Education Assistance Improvements Act of 2001 and should be read as consistent with those documents.

The implementation of this policy shall assure that:

- homeless students are not stigmatized or segregated on the basis of their status as homeless;
- homeless students are immediately enrolled in school;
- transportation is provided to and from the school of origin for the homeless student as applicable and found in the law and Policy JFAA.

### Definitions

The term "homeless students" means individuals who lack a fixed, regular, and adequate nighttime residence and includes:

- students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement;
- students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
- students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- migratory students who qualify as homeless because the children are living in circumstances described above.

The term "school of origin" means the school that the student attended when permanently housed or the school in which the student was last enrolled.

The term "unaccompanied youth" includes a youth not in the physical custody of a parent or guardian.

### Liaison for Homeless Students

The ~~Chief Executive Officer~~ Superintendent will designate an appropriate staff person as liaison for homeless students who will carry out duties as assigned. Among those duties will be the responsibility to coordinate activities and programs in the best interest of homeless students that will include, but not be limited to, establishment of procedures to:

- continue the student's education in the school of origin for the duration of homelessness:
  - in any case in which a family becomes homeless between academic years or during an academic year; or
  - for the remainder of the academic year, if the student becomes permanently housed during an academic year; or
- Enroll the student in any public school that nonhomeless students who live in the attendance area in which the student is actually living are eligible to attend.

### **Best Interest of the Homeless Student**

In determining the best interest of the homeless student, the school shall:

- To the extent feasible, keep a homeless student in the school of origin, except when doing so is contrary to the wishes of the student's parent or guardian;
- Provide a written explanation, including a statement regarding the right to appeal, to the homeless student's parent or guardian, if the homeless student is sent to a school other than the school of origin or a school requested by the parent or guardian; and
- In the case of an unaccompanied youth, the liaison for homeless students shall assist in placement or enrollment decisions, considering the views of such unaccompanied youth, and providing notice to such student of the right to appeal.

### **Other Relevant Policies and Procedures**

Implementation of the McKinney-Vento Act requires the coordination with a number of policies and procedures. These policies and procedures are listed below as cross referenced and are incorporated in this policy and these procedures by such reference.

*Adopted:* date of ~~manual~~Manual adoption

LEGAL REF.: A.R.S. 15-816 through 15-816.07  
 15-821  
 15-823 through 15-825  
 42 U.S.C. 11301, McKinney-Vento Homeless Assistance  
 Act of 2001

CROSS REF.: EEAA - Walkers and Riders  
 IKEB - Acceleration  
 JF - ~~School~~Student Admissions  
 JFAA - Admission of Resident Students  
 JFAB - Admission of Nonresident Students  
 JFB - Open Enrollment  
 JG - Assignment of Students to Classes and Grade Levels  
 JLCB - Immunizations of Students  
 JLH - Missing Students  
 JR - Student Records  
 JRCA - Request for Transfer of Records



GLENDALE ELEMENTARY SCHOOL DISTRICT

**INFORMATIONAL AGENDA ITEM**

AGENDA NO: 8.A. TOPIC: Future Meetings

SUBMITTED BY: Mr. Joseph Quintana, Superintendent

RECOMMENDED BY: Mr. Joseph Quintana, Superintendent

DATE ASSIGNED FOR CONSIDERATION: February 23, 2017

Board Meetings dates for the 2016-2017 school year are listed below with the agenda topics anticipated for each meeting. Routine items, i.e., vouchers, personnel reports, travel, etc., are not included in the list.

March 9	Meet and Confer/Salary Recommendations Teacher Evaluation System Textbook Adoption Recruitment Report
March 30	Special Meeting
April 13	Employment Contract Renewals Budget Revision Board Meeting Schedule Attendance Boundaries
April 27	Special Meeting
May 11	Authorized Signatories Call for Election Renewal of Sole Source, Cooperative, and Purchasing Contracts
May 25	Special Meeting
June 8	Regular Meeting
June 22	Special Meeting