

# GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40

Regular Meeting of the Governing Board  
June 7, 2017, 4:30 p.m.

Revised  
June 6, 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 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 via telephone conference call if necessary. 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).

### GOVERNING BOARD PRIORITIES

- Student Achievement
- Quality Teachers and Staff
- Financial Stability
- Community Engagement

### OUR GOALS

- Increase Student Achievement
- Eliminate the Achievement Gap

## 1. Call to Order and Roll Call

### 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. 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.

### 4. Recognition

#### a. School and Facility Recognition

The Governing Board will recognize Bicentennial South, Bicentennial North, Discovery, American, Challenger, Sunset Vista, Horizon, Coyote Ridge, Glenn F. Burton, William C. Jack, Desert Spirit, Landmark, and Desert Garden schools for earning the United States Environmental Protection Agency's Energy Star Certification for their efforts to conserve and use energy efficiently.

#### b. Student Presentation

Sixth and seventh grade students from Landmark's Girls' STEM Class will demonstrate their work from their participation in the Enable Community Foundation project.

## 5. Consent Agenda

### a. Approval of Minutes

The minutes of the May 11, 2017 Regular Meeting, May 16, 2017 Executive Session, May 16, 2017 Special Meeting, and May 25, 2017 Special Meeting are submitted for approval.

### b. Ratification of Vouchers

It is recommended the Governing Board approve the expense and payroll vouchers as presented.

### c. Acceptance of Gifts

It is recommended the Governing Board ratify and approve acceptance of gifts offered to the District as presented.

### d. 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.

REVISED

### e. 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.

### f. Travel

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

### g. Surplus Property Disposal

It is recommended the Governing Board approve the items listed as surplus property and grant permission to dispose of them through public auction or salvage company.

### h. Extracurricular Fee Schedule

It is recommended the Governing Board approve the fee schedule for extracurricular activities for the 2017-18 fiscal year as presented.

### i. Student Activities Treasurer

It is recommended the Governing Board appoint the District Accounting Budget Supervisor as Student Activities Treasurer, the Director of Finance and the Assistant Superintendent for Finance & Auxiliary Services as Student Activities Assistant Treasurers for the 2017-2018 fiscal year as presented.

### j. Request for Proposals

It is recommended the Governing Board award Request for Proposals 18.02.22 for Liquefied Petroleum Gas (LPG) with Lease Tank to Blue Star Gas Phoenix Co. for the 2017-2018 school year with the right to renew for four (4) additional years.

### k. Authorized Signatories Election

It is recommended the Governing Board approve the list of authorized signatories for the 2017-2018 fiscal year in addition to the Superintendent for all accounts as presented.

1. Intergovernmental Agreement

It is recommended the Governing Board approve the Intergovernmental Agreement with the Washington Elementary School District for the 2017-18 school year.

6. **Reports and Information Items**

None at this time.

7. **Action Items**

a. Facility Use Fee Schedule and Agreement

It is recommended the Governing Board approve the Facility Use Fee Schedule and Agreement as presented.

b. Property, Casualty, and Liability Insurance

It is recommended the Governing Board approve Arizona School Risk Retention Trust, Inc. annual planning document renewal premiums, including the Trust administration fee for property, casualty and liability insurance effective July 1, 2017 - June 30, 2018 up to the maximum renewal amount of \$777,174 as presented.

c. Governing Board Meeting Calendar

It is recommended the Governing Board approve the proposed meeting calendar for the 2017-2018 school year as presented.

d. Request for Advance of State Aid

It is recommended the Governing Board authorize staff to submit the necessary documentation to Arizona Department of Education for an advance of Fiscal Year 2017-18 State Aid.

e. Excess Insurance for Workers Compensation

It is recommended the Governing Board approve obtaining supplemental insurance for workers' compensation with Safety National Casualty Company for fiscal year 2017-2018 as presented.

8. **Board and Superintendent Strategic Goals**

a. Discussion: Goal Progress

The Governing Board will discuss the District's progress towards Board and Superintendent Strategic Goals and may provide administration with direction related to goals for possible future action.

9. **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.

10. **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.

## 11. Executive Session

At this time, the Governing Board will consider voting to recess the special meeting in order to convene to executive session for the following purpose:

a. Superintendent's Employment Contract

In accordance with A.R.S. §38-431.03(A)(1) for discussion regarding employment, assignment, appointment, promotion, demotion, dismissal, discipline, salaries or resignation of public officer, employee or appointee, specifically with regard to the Superintendent's employment contract.

b. Superintendent Employment Contract Negotiations

In accordance with A.R.S. § 38-431.03(A)(3) and (A)(4) for the purpose of obtaining legal advice from the attorney for the public body and to consider its position and instruct the attorney regarding employment contract negotiations with the Superintendent.

## 12. Reconvene to Public Session

## 13. Action Items

a. Superintendent's Employment Contract

The Governing Board will consider taking action to approve the Superintendent's employment contract.

b. Performance Based Pay

Pursuant to A.R.S. Section 15-341(40), the Governing Board will consider taking action to adopt a performance based pay plan for the Superintendent.

c. Attorney Direction

The Governing Board may consider taking action to provide direction to the attorney for the public body per discussion in executive session, if necessary.

## 14. Adjournment

GLENDALE ELEMENTARY SCHOOL DISTRICT

**SPECIAL RECOGNITION**

AGENDA NO: 4.A. TOPIC: School and Facility Recognition

SUBMITTED BY: Mr. Mike Barragan, Assistant Superintendent for Finance & Auxiliary Services

DATE ASSIGNED: June 7, 2017

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The Governing Board will recognize Bicentennial South, Bicentennial North, Discovery, American, Challenger, Sunset Vista, Horizon, Coyote Ridge, Glenn F. Burton, William C. Jack, Desert Spirit, Landmark, and Desert Garden schools for earning the United States Environmental Protection Agency's Energy Star Certification for their efforts to conserve and use energy efficiently.

GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 5.A. TOPIC: Approval of Minutes

SUBMITTED BY: Ms. Elizabeth Powell, Executive Assistant

RECOMMENDED BY: Mr. Joseph Quintana, Superintendent

DATE ASSIGNED FOR CONSIDERATION: June 7, 2017

RECOMMENDATION:

The minutes of the May 11, 2017 Regular Meeting, May 16, 2017 Executive Session, May 16, 2017 Special Meeting, and May 25, 2017 Special Meeting are submitted for approval.

**RATIONALE:**

**MINUTES OF THE REGULAR MEETING OF THE GOVERNING BOARD  
School District No. 40 of Maricopa County, Arizona  
District Office Governing Board Room  
May 11, 2017**

**Present:** Ms. Mary Ann Wilson, President  
Mr. Jamie Aldama, Clerk  
Ms. Brenda Bartels, Member  
Ms. Monica Pimentel, Member

**Absent:** Ms. Sara Smith, Member

**CALL TO ORDER AND ROLL CALL**

The meeting was called to order by Ms. Wilson at 5:30 p.m. She noted the presence of four of five Board members, with Ms. Smith absent, constituting a quorum.

**OPENING EXERCISES**

Ms. Wilson welcomed everyone and thanked them for coming. She called for a moment of silence followed by the Pledge of Allegiance.

Mr. Aldama moved to adopt the meeting agenda and Ms. Pimentel seconded the motion. Upon call to vote, the motion carried.

**CALL TO THE PUBLIC**

None at this time.

**CONSENT AGENDA**

Mr. Aldama moved to approve the agenda with the exception of items E, F, H, J, and L. Ms. Bartels seconded the motion. Upon call to vote, the motion carried and the following items were approved:

Approval of Minutes Governing Board approved the minutes of the March 9, 2017 Regular Meeting, March 30, 2017, Special Meeting, and March 30, 2017 Executive Session.

Certified Personnel The Governing Board approved the employments, resignations, retirements, promotions, leaves of absence, cancellations of employment, terminations and/or contract renewals of certified personnel.

New Employment

Cameron, Jessica	Teacher	\$36,000*	07/24/17
Cueva, Mitzi	Teacher	\$36,000	07/24/17
Eastman, Montana	Teacher	\$36,000	07/24/17
Hurt, Tonya	Teacher	\$36,000*	07/24/17
Lerma, Leslie	Teacher	\$36,000	07/24/17
Maxwell, Danielle	Teacher	\$36,000	07/24/17
McDonnell, Kathleen	Teacher	\$36,000	07/24/17
McLaughlin, Katelyn	Teacher	\$36,000	07/24/17
Medole, Amanda	Social Emotional Learning Specialist	\$36,000*	07/27/17

\*Salary is subject to change pending employment and transcript verification.

Resignation

Bell, Kendra	Principal Coach	Other Employment	06/30/17
Crisp, Kristin	Achievement Advisor	Other Employment	06/09/17
Gessner, Kimberly	Achievement Advisor	Other Employment	06/09/17
Ogata, Moira	Teacher	Other Employment	05/26/17
Gonzales, Susana	Teacher	Other Employment	05/26/17
Hay, Allison	Coordinator	Other Employment	06/30/17

Rescind Resignation

Cole, Andrea*	Teacher		05/11/17
Krchnavy, Christina*	Teacher		05/11/17
Nowaczyk, Lindsay	Teacher		05/11/17
Wisser, Marisa*	Teacher		05/11/17

\*Contract Renewal for 17-18 SY

Guest Teacher - New Hire

Chavez, Anna	Guest Teacher		04/24/17
Sindel, Wendy	Guest Teacher		04/17/17

Guest Teacher - Resignation

Kaminsky, Lori	Guest Teacher	Personal Reasons	05/26/17
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Non-Administrative Contract Renewal

Hailey, Nicholas	Teacher		
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Classified Personnel The Governing Board approved the employments, resignations, retirements, promotions, leaves of absence, cancellations of employment, and/or terminations of classified personnel.

New Employment

Ibrahim, Suhaila	Educational Assistant	\$11.49	05/01/2017
Lopez, Rosalina	Human Resources Technician	\$16.72	05/01/2017
Schall, Brianna	Sub Food Service Worker	\$10.00	05/01/2017
Talecki, Michael	Educational Assistant	\$11.49	04/26/2017
Zaragoza, Yvonne	Admin Secretary Transportation	\$13.29	05/01/2017

Position Change

De La Torre, Maria A.	Trainee School Bus Driver to School Bus Driver	\$13.65	05/01/2017
Gonzalez, Maria	Sub Cleaner to Cleaner II	\$10.99	05/01/2017
Haslen, Christin	Library Clerk to Accounting Technician	\$15.15	05/08/2017
Kilgo, Alyse	Educational Assist. to Sub Educational Assist.	\$10.00	04/25/2017
Kilgo, Alyse	Educational Assist. to Sub Clerical	\$11.49	04/25/2017
Moore, Jeffrey	Lead Custodian to Unit Operations Manager	\$15.12	04/24/2017
Moreno, Maria D.	Cleaner II to Cleaner I	\$11.00	04/10/2017
Radtke, David	Trainee School Bus Driver to School Bus Driver	\$13.65	05/01/2017

Resignation

Arballo, Veronica	Campus Monitor	Personal	04/20/2017
Bradley, Kealohilani	Campus Monitor	WANR	05/25/2017
Bustamante, Raquel L.	Lead Custodian	Personal	04/28/2017
Correa, Emily	Educational Assistant	Health	04/21/2017
Cross, Corey	Educational Assistant	Personal	04/11/2017
Elder, Maria	Campus Monitor	Personal	05/25/2017
Jackson, Andrea	Admin. Secretary Dept.	Other Employment	06/01/2017
Loader, Dylan	Educational Assistant	WANR	05/25/2017
Lopez, Diana	Family Service Advocate	WANR	05/25/2017
Lopez, Oscar Ruben	School Secretary	Personal	05/19/2017
Mazza, Vicki	Budget Technician, Medicaid	Other Employment	06/02/2017
McCall, Magalya	Family Service and Campus Monitor	Personal	05/25/2017
McCowen, Denise	Occupational Therapist	Other Employment	05/31/2017
Mellen, Stacie	Speech Language Path. Assist.	Personal	05/26/2017
Meza, Peaches	Food Service Worker	Personal	05/01/2017
Moody, Jennifer	Educational Assistant	WANR	05/25/2017
Moreno, Albert	Cleaner	Moved out of area	05/02/2017
Ramos, Angelica	Campus Monitor	Personal	05/19/2017
Ruelas, Natalie	Educational Assistant	Personal	05/26/2017
19. Sangoel, Shirley	Educational Assistant	Personal	05/25/2017

WANR = Work Agreement Not Returned



Travel The Governing Board approved employee requests for out of county, out of state travel as presented.

Cooperative Agreements The Governing Board approved the continuation of existing Cooperative Agreements for the 2017-2018 School Year as presented.

Workers' Compensation Insurance The Governing Board renewed the contract with Willis of Arizona, Inc., for Fiscal Year 2017-2018 as presented.

Claims Service Agreement The Governing Board approved the renewal of the contract with Tristar Risk for fiscal year 2017-2018 as presented.

Claims Service Agreement The Governing Board approved the renewal of the contract with Tristar Risk for fiscal year 2017-2018 as presented.

*The following items were pulled for separate discussion:*

Surplus Property Mr. Aldama asked if administration has been seeking to donate items to community non-profits rather than disposing them at auction. He offered to send Mr. Barragan a list of non-profits that could be reached out to in this respect. Ms. Powell will contact Mr. Aldama's office to get this list.

Mr. Aldama asked how much the Board gets back for items sent to auction. Mr. Barragan responded a small amount of money is gained from the items sent for disposal.

Ms. Pimentel inquired if we offered items to students or the community.

Ms. Bartels moved to approve the surplus property as listed and Mr. Aldama seconded the motion. Upon call to vote the motion carried, and the Governing Board approved the items listed as surplus property and granted permission to dispose of them through public auction or salvage company.

Continuation of Existing Contracts Mr. Aldama requested an explanation of the contracts recommended for renewal.

Ms. Bartels moved to approve the item as requested and Mr. Aldama seconded the motion. Upon call to vote the motion carried and the Governing Board approve continuation of existing contracts for the 2017-2018 School Year as presented.

Sole Source Renewals Mr. Aldama requested an explanation of what Sole Source vendors are and what administration is recommending.

Ms. Bartels moved to approve the item as requested and Mr. Aldama seconded the motion. Upon call to vote the motion carried and the Governing Board approve the continuation of existing Sole Source Awards for the 2017-2018 School Year as presented.

**Authorization to  
Settle Claims up to  
Deductible Limits**

Ms. Bartels moved to approve the item as requested and Mr. Aldama seconded the motion. Upon call to vote the motion carried and the Governing Board authorized the Assistant Superintendent for Finance & Auxiliary Services, or his designee, to approve the settlement and payment of claims up to the deductible limits in the insurance policy for fiscal year 2017-2018.

**Self-Insurer Workers' Insurance and  
Compensation Guaranty Bond**

Ms. Bartels moved to approve the item as requested and Mr. Aldama seconded the motion. Upon call to vote the motion carried and the Governing Board approve the self-insurer workers' compensation guaranty annual bond renewal and premium effective July 1, 2017 - June 30, 2018 with Willis Towers Watson in the amount of \$4,443 for a \$262,887 bond, as presented.

**REPORTS AND INFORMATION ITEMS**

None at this time.

**ACTION ITEMS**

**Out-of-County Field  
Trip**

Mr. Quintana recommended the Governing Board approve the out-of-county field trip for for Health Services Career Academy students from Glendale Landmark to travel to Orlando, Florida for the Future Health Professionals National Competition June 19-25.

Ms. Schmitz explained the Career Academy program that this opportunity originated from.

Mr. Aldama moved to approve the recommendation as stated and Ms. Bartels seconded the motion. Upon call to vote the motion carried.

**Revised Expenditure  
Budget #2**

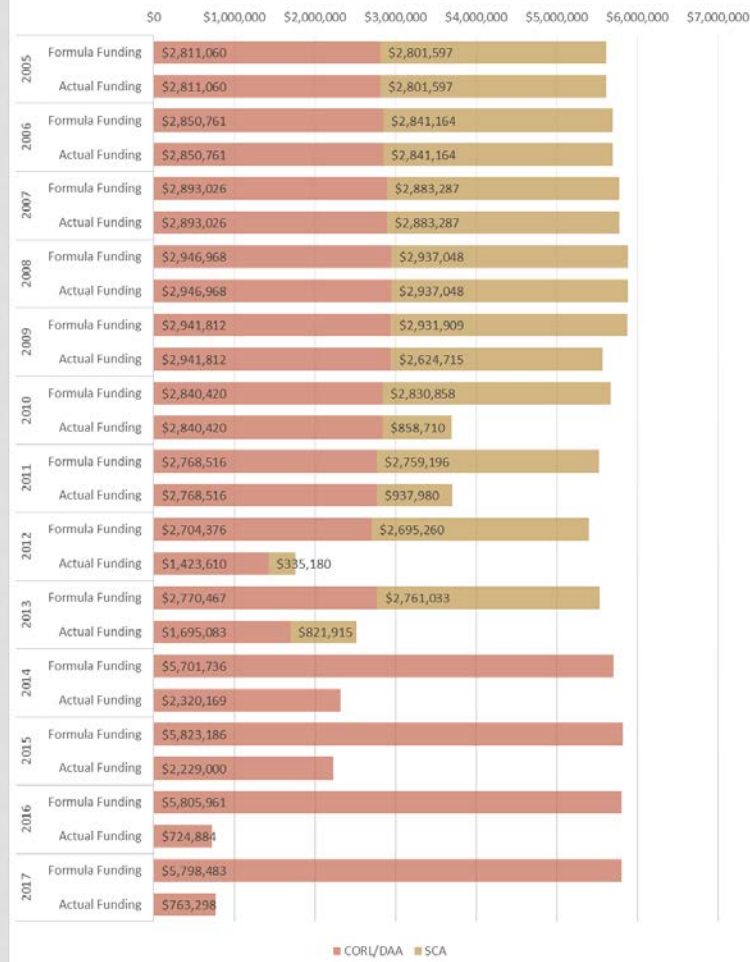
Mr. Quintana recommended the Governing Board approve the Fiscal Year 2016-17 Expenditure Budget Revision #2 as presented. The following presentation was reviewed:

<p><b>FY 2017 REVISED #2 EXPENDITURE BUDGET</b></p> <p>PRESENTED 5/11/2017</p>	<p><b>FY17 GENERAL BUDGET LIMIT</b></p> <table border="1"> <thead> <tr> <th></th> <th style="text-align: center;">Revised #1</th> <th style="text-align: center;">Revised #2</th> </tr> </thead> <tbody> <tr> <td>RCL</td> <td style="text-align: right;">\$ 60,958,000</td> <td style="text-align: right;">\$ 60,932,454</td> </tr> <tr> <td>Override</td> <td style="text-align: right;">\$ 9,333,420</td> <td style="text-align: right;">\$ 9,333,420</td> </tr> <tr> <td>BBCF</td> <td style="text-align: right;">\$ 2,855,429</td> <td style="text-align: right;">\$ 2,880,975</td> </tr> <tr> <td>Transfer</td> <td style="text-align: right;">\$ - 466,132</td> <td style="text-align: right;">\$ - 466,132</td> </tr> <tr> <td><b>TOTAL</b></td> <td style="text-align: right;"><b>\$ 72,680,717</b></td> <td style="text-align: right;"><b>\$ 72,680,717</b></td> </tr> </tbody> </table>		Revised #1	Revised #2	RCL	\$ 60,958,000	\$ 60,932,454	Override	\$ 9,333,420	\$ 9,333,420	BBCF	\$ 2,855,429	\$ 2,880,975	Transfer	\$ - 466,132	\$ - 466,132	<b>TOTAL</b>	<b>\$ 72,680,717</b>	<b>\$ 72,680,717</b>
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<b>TOTAL</b>	<b>\$ 72,680,717</b>	<b>\$ 72,680,717</b>																	

### FY17 UNRESTRICTED CAPITAL

Revised #1		Revised #2	
BBCF	\$ 3,660,560	BBCF	\$ 3,660,560
Interest	\$ 24,204	Interest	\$ 24,204
RCL	\$ 2,095,125	RCL	\$ 2,125,203
DAA	\$ 840,780	DAA	\$ 763,298
Prop. 123	\$ 560,553	Warrant Exp.	\$ 2,837
<b>TOTAL</b>	<b>\$ 7,181,222</b>	Prop. 123	\$ 556,958
		<b>TOTAL</b>	<b>\$ 7,133,060</b>

### GESD CAPITAL FORMULA V. ACTUAL FUNDING



## FINAL THOUGHTS

1. Current Year Funding (CYF) would have caused GESD to decrease the budget mid year by approximately \$2 million
  - Hold harmless language helped GESD
  - No legislative safety net in fiscal year 2018
2. Continue to allocate a portion of RCL/DAA into Capital
  - \$29 million in capital reductions (of \$32 million or 91% since 2009)
3. Mitigate declining enrollment
  - 574 less students than projected
  - Marketing / Advertising

Mr. Aldama moved to approve the recommendation as stated. Ms. Pimentel seconded the motion. Upon call to vote, the motion carried.

*Note: Ms. Bartels left the meeting at 6:04 p.m.*

### National Association of Latino Elected Officials (NALEO)

**Annual Conference** Mr. Quintana recommended the Governing Board consider approving Governing Board members and administrators to be named to attend the Annual Conference in Dallas, Texas, June 22-24, 2017. Ms. Pimentel explained the reasons she had brought this item to the Board for consideration. Mr. Aldama moved to approve the recommendation. Ms. Wilson suggested amending the motion to send just one Board member at this time due to the cost of the conference. Ms. Pimentel expressed again her support for all Board members attending. Ms. Pimentel seconded the motion. Upon call to vote, the motion carried, with two votes in favor and one vote opposed from Ms. Wilson.

### SPECIAL RECOGNITION

**Student Recognition** The Governing Board recognized each grade level's first, second and third place winners in the District's annual Poetry Competition.

**Student Recognition** The Governing Board recognized the students who placed first, second, and third for each grade level in the District's 2017 STEM Fair.

### BOARD AND SUPERINTENDENT STRATEGIC GOALS

**Goal Progress** Ms. Wilson asked to table this item until all Board members were present.

### FUTURE MEETINGS AND EVENTS

**Future Meetings:** The Board reviewed the list of upcoming meetings and planned agenda items. Mr. Quintana noted the need for a special meeting to be called in the next couple weeks in order to hear an appeal from a parent.

### Agenda Item

**Requests:** Governing Board Members were given the opportunity to request items to be included on future meeting agendas for discussion, information and/or action.

### SUMMARY OF BOARD AND SUPERINTENDENT CURRENT EVENTS

Mr. Quintana noted we are close to the end of the school year and thanked staff for their continued commitment to seeing through students until the end of the school year.

Ms. Pimentel complimented the students who read their poems earlier in the meeting. She also commented on the STEM fair she attended the past weekend. She thanked Ms. Wilson for her years of service in education.

Mr. Aldama concurred with Ms. Pimentel's appreciation of Ms. Wilson, and thanked staff for all they do.

Ms. Wilson commented on the upcoming events associated with the end of the year and thanked everyone for their hard work.

**ADJOURNMENT**

Mr. Aldama moved to adjourn the meeting and Ms. Pimentel seconded the motion. Upon call to a vote, the motion carried and the regular meeting adjourned at 7:08 p.m.

Submitted by:

\_\_\_\_\_  
Elizabeth Powell, Executive Assistant

Approved by:

\_\_\_\_\_  
Jamie Aldama, Clerk of the Board

Date: June 8, 2017

**MINUTES OF THE SPECIAL MEETING OF THE GOVERNING BOARD**  
**School District No. 40 of Maricopa County, Arizona**  
**District Office Governing Board Room**  
**May 16, 2017**

**Present:** Ms. Mary Ann Wilson, President  
Mr. Jamie Aldama, Clerk  
Ms. Brenda Bartels, Member  
Ms. Sara Smith, Member  
Ms. Monica Pimentel, Member

**CALL TO ORDER AND ROLL CALL**

The meeting was called to order by Ms. Wilson at 4:30 p.m. She noted the presence of all five Board members, constituting a quorum.

**OPENING EXERCISES**

Ms. Wilson welcomed everyone and thanked them for coming. She called for a moment of silence followed by the Pledge of Allegiance.

Ms. Bartels moved to adopt the meeting agenda and Ms. Smith seconded the motion. Upon call to vote, the motion carried.

**CALL TO THE PUBLIC**

None at this time.

**ACTION ITEMS**

Employment of  
Principal

Mr. Quintana recommended the Governing Board approve the employment of Ms. Melissa Marze as Principal of Harold W. Smith School, salary and benefits commensurate with other Principals.

Mr. Aldama moved to approve the recommendation as stated and Ms. Bartels seconded the motion. Upon call to vote, the motion carried.

**DISCUSSION ITEM**

Governing Board  
Meeting Calendar

The Governing Board discussed the proposed meeting calendar for the 2017-2018 school year. Ms. Bartels proposed the Governing Board consider developing a Tuesday meeting schedule, working around Mr. Aldama's City Council commitments. Mr. Aldama stated he could not make Tuesday's work.

Ms. Smith suggested the Governing Board consider starting meetings later, 6:00 or so, but keeping Thursday meetings. In the summer, they can come in at 4:00 p.m. for meetings.

A workshop needs to be added to the calendar.

Mr. Aldama asked if there had been complaints from staff regarding the meeting start times.

The Board agreed to meet at 4:00 p.m. in June and July, then begin meeting at 6:00 in August.

**EXECUTIVE SESSION**

At this time, Ms. Wilson called for a motion to recess the special meeting in order to convene to executive session for the following purpose:

Student Placement Appeal

In accordance with A.R.S. § 38-431.03(A)(2) and A.R.S. § 15-341, for consideration and possible action regarding the appeal of the teacher's decision to promote Student No. 2024551 in accordance with Board Policy IKE- Promotion and Retention of Students.

**RECONVENE TO PUBLIC SESSION**

Ms. Smith moved to reconvene to public session and Ms. Bartels seconded the motion. Upon call to vote, the motion carried and the meeting reconvened at 6:20 p.m.

**FUTURE MEETINGS AND EVENTS**

Future Meetings: There is a conflict with the June 8<sup>th</sup> regular meeting. Another date needs to be identified. The Board will meet on June 7<sup>th</sup> at 4:30 p.m.

**Agenda Item**

Requests: Governing Board Members were given the opportunity to request items to be included on future meeting agendas for discussion, information and/or action.

**SUMMARY OF BOARD AND SUPERINTENDENT CURRENT EVENTS**

Mr. Quintana reminded the Board of the promotion ceremonies beginning next week.

Ms. Bartels commented on having to leave the meeting early last week to attend an awards banquet for her daughter. She stated that Board members should take caution in registering for conferences given financial circumstances.

Mr. Aldama reported on the performance William C. Jack students gave for the senior center last week.

**ADJOURNMENT**

Ms. Smith moved to adjourn the meeting and Ms. Bartels seconded the motion. Upon call to a vote, the motion carried and the regular meeting adjourned at 6:27 p.m.

Submitted By: \_\_\_\_\_  
Elizabeth Powell, Executive Assistant

Approved By: \_\_\_\_\_  
Jamie Aldama, Clerk of the Board

Date: April 13, 2017

**MINUTES OF THE SPECIAL MEETING OF THE GOVERNING BOARD**  
**School District No. 40 of Maricopa County, Arizona**  
**District Office Executive Conference Room**  
**May 25, 2017**

**Present:** Ms. Mary Ann Wilson, President  
Mr. Jamie Aldama, Clerk  
Ms. Brenda Bartels, Member  
Ms. Monica Pimentel, Member  
Ms. Sara Smith, Member

**CALL TO ORDER AND ROLL CALL**

The meeting was called to order by Ms. Wilson at 1:02 p.m. She noted the presence of all five Board members, constituting a quorum, with all five participating telephonically.

**OPENING EXERCISES**

Ms. Smith moved to adopt the meeting agenda and Ms. Bartels seconded the motion. Upon call to vote, the motion carried.

**CALL TO THE PUBLIC**

None at this time.

**ACTION ITEM**

Out-of-County

Field Trip

Mr. Quintana recommended the Governing Board approve the out-of-county field trip for seventh and eighth grade students to travel to Washington, D.C., for the Worldstrides Discoveries Program, May 30-June 2, 2017. Mr. Aldama moved to approve the trip as presented and Ms. Bartels seconded the motion. Upon call to vote the motion carried.

**ADJOURNMENT**

Mr. Aldama moved to adjourn the meeting and Ms. Bartels seconded the motion. Upon call to a vote, the motion carried and the regular meeting adjourned at 1:05 p.m.

Submitted by:

\_\_\_\_\_  
Elizabeth Powell, Executive Assistant

Approved By:

\_\_\_\_\_  
Jamie Aldama, Clerk of the Board

Date: July 7, 2017



GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 5.B. TOPIC: Ratification of Vouchers

SUBMITTED BY: Ms. Jill Winn, Accounting Budget Supervisor

RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent for Finance & Auxiliary Services

DATE ASSIGNED FOR CONSIDERATION: June 7, 2017

RECOMMENDATION:  
It is recommended the Governing Board approve the expense and payroll vouchers as presented.

**RATIONALE:**

In accordance with A.R.S. § 15-321G, the expense and payroll vouchers must be approved and ratified by the Governing Board. The attached vouchers summarize expense and payroll warrants that were issued by Glendale Elementary School District and reviewed by the Clerk of the Governing Board.

**2016-2017 Fiscal Year Expense Vouchers:**

<u>DATE</u>	<u>VOUCHER #</u>	<u>AMOUNT</u>
03/16/2017	2087	\$335,868.64
03/16/2017	2088	\$110,093.72
03/16/2017	2089	\$4,892.75
03/23/2017	2090	\$372,331.95
03/23/2017	2091	\$109,763.68
03/30/2017	2092	\$390,919.91
03/30/2017	2093	\$92,154.13
03/30/2017	2095	\$913.00
04/06/2017	2094	\$455,112.84
04/06/2017	2096	\$2,473.48
04/13/2017	2097	\$388,059.59
04/13/2017	2098	\$120,299.28
04/13/2017	2099	\$9,791.15
04/20/2017	2100	\$391,756.01
04/20/2017	2101	\$198,323.05
04/27/2017	2102	\$242,254.17
04/27/2017	2103	\$123,406.70
05/04/2017	2104	\$783,613.18
05/04/17	2105	\$124,345.50

**2016-2017 Fiscal Year Payroll Vouchers:**

<u>DATE</u>	<u>VOUCHER #</u>	<u>AMOUNT</u>
03/10/2017	41	\$915.97
03/15/2017	42	\$1,494.64
03/20/2017	1021	\$2,778,201.39
03/23/2017	43	\$188,137.28
03/23/2017	44	\$98.54
04/03/2017	1022	\$2,577,978.69
04/06/2017	45	\$140,894.48
04/14/2017	46	\$1,088.46
04/17/2017	1023	\$2,718,244.24
04/20/2017	47	\$175,343.14
04/20/2017	48	\$7,741.94
05/01/2017	1024	\$2,778,382.27
05/03/2017	50	\$2,376.74
05/04/2017	49	\$173,883.51

Source of Funding -  
M & O \_\_\_\_\_ State Grant \_\_\_\_\_ Federal Grant \_\_\_\_\_ Capital \_\_\_\_\_ Other \_\_\_\_\_  
Budget \_\_\_\_\_

GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 5.C. TOPIC: Acceptance of Gifts

SUBMITTED BY: Ms. Jill Winn, Accounting Budget Supervisor

RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent for Finance & Auxiliary Services

DATE ASSIGNED FOR CONSIDERATION: June 7, 2017

RECOMMENDATION:

It is recommended that the Governing Board approve acceptance of the following gifts offered to the District.

**RATIONALE:**

<b>Donor</b>	<b>Gift</b>	<b>Recipient</b>
American Booster Club	\$61.93 Employee Incentives	American
Anonymous	22 assorted sports balls for PE and recess	American
Box Tops for Education	\$35.80 Donation to Student Council	American
Goodwill	\$38.30 Gift to School	American
Kona Ice	\$145 Donation to Student Council	American
Kroger	\$154.59 Field trips	American
Nadine and Ronald Yuhasz	\$100 Employee incentives	American
Donors Choose	"Teaching with Technology" Project Est. Value \$1,550	Bicentennial North
Burton School Employees and Families	\$913 Donations collected for family of student who passed away	Burton
Kroger	\$64.50 Gift to School	Burton
Adriana Maria Hernandez	\$182.77 for Fieldtrip transportation	Challenger
Coca Cola	\$20.06 Employee Incentives	Challenger
Donors Choose	"1:1 Ratio of Google Chromebooks for Goal Oriented Kids" Project Est. value \$1,067.66	Challenger
Donors Choose	"Google Chromebooks for the Art Room" Project Est. Value \$563.97	Challenger
Donors Choose	"Leadership Through Basketball" Project	Challenger
Donors Choose	"Hitting It Out of the Park" Project, Est. value \$600	Coyote Ridge
Kona Ice	\$350 Field trips	Coyote Ridge
Peter Piper, Inc.	\$404.86 Donation to Student Council	Coyote Ridge
Wells Fargo Community Support Campaign/Teri Zwegardt & Anonymouse Donor	\$170.76 Field Trips	Coyote Ridge
Wells Fargo Community Support Campaign/Nallely Quiroz	\$67.10 for Fieldtrip Transportation	Coyote Ridge
West Side Church of God	Flower pots, soil and plants, Est value \$500	Coyote Ridge
AMEX Foundation/ Rowel Fulinara	\$300 Donation for Music Program	Desert Garden
Kroger	\$71.13 Gift to school	Desert Garden
Wells Fargo Community Support Nalley Quiroz	\$161.52 Gift to School	Desert Garden
Coca Cola	\$79.99 Employee Incentives	Desert Spirit
Lanini Management Inc.	\$241.36 Donation to Student Council	Desert Spirit
Carrabba's Italian Grill	Lunch donation for Employee Appreciation	Discovery

<b>Donor</b>	<b>Gift</b>	<b>Recipient</b>
Chipotle	Lunch donation for Employee Appreciation	Discovery
Coca Cola	\$148.55 Employee Incentives	Discovery
Discovery PTSA	\$432 Gift to School	Discovery
Fractured Prune	Donuts donation for Employee Appreciation	Discovery
Kroger	\$38.88 Gift to School	Discovery
Olive Garden	Lunch donation for Employee Appreciation	Discovery
Panera Bread	Cookies for Employee Appreciation	Discovery
Papa Murphy's Pizza	Pizza for Employee Appreciation	Discovery
Sky Zone	\$207.29 Donation to Student Council	Discovery
Color Me Bella Salon and Spa	4 - \$50 gift certificates for Employee Incentives	District Office
Music and Arts	\$325 for District Honor Band	District Wide
Arizona Department of Education Health and Nutrition Division	17 – 48 pack of Playground Balls, Est. Value \$4,420	Districtwide
The Kitchen Circle Program AKA Schwan's	(1) 20" Titan Tomcat Boy Bike for Student Incentives	Districtwide
XL Heath Club	2 month membership for Employee Incentives	Districtwide
Cool School Café	17 Bluetooth headphones for Student Incentives, Est. Value \$1,189.83	Food Service
Box Tops for Education	\$27.90 Student incentives	GSA
Goodwill	\$39.60 Gift to School	Horizon
Kroger	\$26.32 Gift to school	Horizon
Davita Solter	\$10 Gift to School	Imes
Interstate Studio	\$230 Gift to School	Jack
Kroger	\$33.53 Gift to School	Jack
Phoenix Art Museum	\$464.24 for Fieldtrip Transportation	Jack
Box Tops for Education	\$125.20 Gift to school	Landmark
Camelback Vending	\$190.22 Gift to school	Landmark
Patricia Gutierrez	\$322.50 for Musical Instruments	Landmark
Rotary Club at Glendale West	34 Kindles, Est value \$2,200	Landmark
Donors Choose	"Saxophone Reeds Can Fulfill Student Needs" Project Est. Value \$223.15	Mensendick
Donors Choose	"With Reeds, You Can Meet Needs" Project, Est. Value \$167.94	Mensendick
Donors Choose	"Band Program Needs Sounds" Project Est. Value \$546.56	Mensendick
Coca Cola	\$139.39 Employee Incentives	Sine
Donors Choose	"Give Us The World At Our Fingertips" Project, Est. Value \$800	Sine
Keep Kool, Inc.	\$310 Donation to Student Council	Sine
Peter Piper Inc.	\$68.95 Donation to Student Council	Sine
Suntec Concrete	30 Amazon Fire Tablets, Est. Value \$1,500	Smith
Act One	\$350 Field trip to Heard Museum	Sunset Vista
Donors Choose	"Learning Through Time" Project Est. Value \$200.40	Sunset Vista
Donors Choose	"Listening to Strengthen Our Reading" Project Est. Value \$344	Sunset Vista
Fry's Food Stores	\$20 gift card for supplies for Student Event	Sunset Vista
Phoenix Suns	100 Water bottles for Student Incentives Est. value \$300	Sunset Vista
Sunset Vista PTA	\$1,080 Jr. Achievement of AZ field trip	Sunset Vista
Steve Ruggiero	Screwdriver set / misc. sockets	Transportation
Baz Nissan	Teacher Survival kits for Employee Incentives	Wellness
Dave Kinnaman	\$10 Lowe's gift card	Wellness

GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

**Revised  
June 6, 2017**

AGENDA NO: 5.D. 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: June 7, 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.

**New Employment\***

1. Allen, Madison	Teacher	\$36,000*	07/24/17
2. Campbell, Maria	Teacher	\$36,000*	07/24/17
3. Collins, John	Teacher	\$36,000*	07/24/17
4. Corkran, Danette	Teacher	\$36,000*	07/24/17
5. Bornhorst, Jessica	Teacher	\$36,000	07/24/17
6. Bowen, Christiana	Teacher	\$36,000	07/24/17
7. Dahinog, Isdras	Teacher	\$36,000*	07/24/17
8. Diffley, Jennifer	Teacher	\$36,000*	07/24/17
9. Dipadova, Caitlin	Teacher	\$36,000	07/24/17
10. Ford, Deborah	Teacher	\$36,000	07/24/17
11. Fowler, Mary	Teacher	\$36,000*	07/24/17
12. Gestrich, Thomas	Teacher	\$36,000*	07/24/17
13. Gruenberg, Kara	Teacher	\$36,000	07/24/17
14. Hellmer, Shelby	Teacher	\$36,000*	07/24/17
15. Johnston, Stacy	Teacher	\$36,000*	07/24/17
16. Kappas, Deborah	Teacher	\$36,000	07/24/17
17. Kagemann, Regina	Teacher	\$36,000	07/31/17
18. Kunselman, Rachel	Teacher	\$36,000	07/24/17
19. King, Jennifer	Teacher	\$36,000	07/24/17
20. Meltzer, Elizabeth	Teacher	\$36,000*	07/24/17
21. McDonough, Amanda	Teacher	\$36,000	07/24/17
22. McDonald, Jeannine	Teacher	\$36,000	07/24/17
23. Morrill, Brittany	Teacher	\$36,000	07/24/17
24. Nash, Niki	Teacher	\$36,000	07/24/17
25. Ontiveros, Elise	Teacher	\$36,000	07/24/17
26. Popa, Lindsey	Achievement Advisor	\$44,250	07/17/17
27. Salgado, Bronte	Teacher	\$36,000	07/24/17
28. Scarpace, James	Teacher	\$36,000*	07/24/17
29. Shibley, Van	Teacher	\$36,000	07/24/17
30. Singer, Jaime	Teacher	\$36,000	07/24/17
31. Smith, Tammy	Teacher	\$36,000	07/24/17
32. Swank, McKayla	Teacher	\$36,000	07/24/17
33. Wright, Jeff	Teacher	\$36,000	07/24/17

\*Salary is subject to change pending employment and transcript verification.

\*\*Rehire Smart School-Issuance of Contract for 16-17 School Year

Resignation

1. <u>Aguirre, Joanna*</u>	<u>Teacher</u>	<u>Personal Reasons</u>	<u>05/26/17</u>
2. <u>Calhoun, Megan</u>	<u>Teacher</u>	<u>Other Employment</u>	<u>05/26/17</u>
3. Cole, Andrea	Teacher	Personal Reasons	05/26/17
4. <u>Dayton, Hilary</u>	<u>Teacher</u>	<u>Other Employment</u>	<u>05/26/17</u>
5. <u>Robinson, Lisa</u>	<u>Teacher</u>	<u>Other Employment</u>	<u>05/26/17</u>
6. Saikhon, Tamari	Teacher	Moved	05/26/17

\*Recommend liquidated damages fee applied per contract

Guest Teacher - New Hire

1. <u>Naseem, Nishath</u>	<u>Guest Teacher</u>	<u>05/09/17</u>
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Change of Position

1. Ford, Deborah	Guest Teacher to Teacher	07/31/17
2. Ford, Derrick	Guest Teacher to Teacher	07/24/17
3. Friedrich, Lauren	Teacher to Achievement Advisor	07/17/17
4. <u>Jauregui, Norma</u>	<u>Principal to Principal Coach</u>	<u>07/01/17</u>
5. Kappas, Deborah	Guest Teacher to Teacher	07/31/17
6. Kageman, Regina	Guest Teacher to Teacher	07/31/17
7. <u>Maccarone, Nancy</u>	<u>Teacher to Lead Librarian</u>	<u>07/24/17</u>
8. Parker, Kaelynn	Guest Teacher to Teacher	07/24/17
9. <u>Salch, Mary-Catherine</u>	<u>Assistant Principal to Coordinator - Literacy</u>	<u>07/01/17</u>

GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 5.E. 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: June 7, 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. Branaman, Toni	Educational Assistant	\$12.75	05/09/17
2. Germain, Maryann	Food Service Worker	\$10.00	05/08/17
3. Guerrero, Ana	Purchasing/Buyer	\$19.88	05/22/17
4. Mahogany, Hightower	Accounts Payable Technician	\$12.49	05/08/17

**Rehire**

1. Ching, Siobhan	Sub Library Clerk	\$11.49	05/02/17
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**Position Change**

1. Aceves Tavares, Dulce Maria	Sub-Cleaner to Cleaner II		05/22/17
2. Archila, Delia	Sub-Cleaner to Cleaner II		05/22/17
3. Barraza, Carmen	Sub-Cleaner to Cleaner II		05/22/17
4. Castaneda, Irma	Sub-Cleaner to Cleaner II		05/22/17
5. De Marquez, Ester	Sub-Cleaner to Cleaner I		05/22/17
6. Nevarez, Anabel	Sub-Cleaner to Cleaner II		05/22/17

**Resignation**

1. Allen, Don	School Bus Driver	Personal Reasons	05/25/17
2. Barajas-Tapia, Francisco	Sub-Cleaner	Personal Reasons	05/15/17
3. Burns, Brian	Coordinator for Assessment	Other Employment	06/30/17
4. Carr, Brian J.	Journey-Diesel Mechanic	Other Employment	05/26/17
5. Chavez, Julia E.	Sub-Cleaner	Personal Reasons	05/16/17
6. Chavez, Manuel	Sub-Cleaner	Personal Reasons	05/16/17
7. DeLaTorre, Maria	Bus Driver	Personal Reasons	05/10/17
8. Galvez C. Carismeldi	Sub-Cleaner	Personal Reasons	05/16/17
9. Gines, Sheryl	Sub-Bus Driver	Other Employment	05/10/17
10. Goodwin, Norward	Sub-Cleaner	Personal Reasons	05/16/17
11. Guerrero, Orlando	Sub-Cleaner	Personal Reasons	05/16/17
12. Higareda Ramirez, Bertha	Sub-Cleaner	Personal Reasons	05/16/17
13. Kamp, Linda	Campus Monitor	Personal reasons	05/25/17
14. Lee, David	Sub-Bus Operator	Other Employment	05/11/17
15. Lerma, Ruby J.	Sub-Cleaner	Personal Reasons	05/16/17
16. Magaloff, Alan	Bus Driver	Personal Reasons	05/25/17
17. McAllister, Prince	Sub-Bus Operator	Other Employment	05/19/17
18. Mendez, Deborah C.	Attendance Secretary	Personal Reasons	05/03/17
19. Mendoza, Ricardo	Sub-Cleaner	Personal Reasons	05/17/17
20. Miranda, Edward Romero	Sub-Cleaner	Personal Reasons	05/16/17
21. Nguyen, Daniel	Sub-Bus Monitor	Personal Reasons	05/15/17
22. Oppman, Denise	Food Service Cashier	Retirement	08/25/17
23. Peralta, Adrian	Sub-Cleaner	Personal Reasons	05/16/17
24. Perez, Julio	Warehouse	Personal Reasons	05/09/17

25. Rouse, Jonathan	Ed Assistant	Personal Reasons	05/15/17
26. San Miguel-Chavez, Rebecca	Attendance Secretary	Personal Reasons	05/23/17
27. Smythe, Terry	Sub School Bus Driver	Personal Reasons	05/12/17
28. Vega, Inez R.	Sub-Cleaner	Personal Reasons	05/16/17

**New Hire Substitutes**

1. Antonides, Eileen	Education Assistant	\$10.00/\$11.49	05/08/17
2. Mendoza, Veronica	Sub Cleaner	\$10.00	05/15/17
3. Soto, Gabriela	Campus Monitor	\$10.00	05/15/17

**Correction to Position Change Date**

1. Smith, Mary K	From 05/26/17 to 5/25/17	05/25/17
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**Leave of Absences**

1. Rarang, Corina	School Bus Operator	07/31/17 thru 08/09/17
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GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

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

SUBMITTED BY: Various Departments

RECOMMENDED BY: Mr. Joe Quintana, Superintendent

DATE ASSIGNED FOR CONSIDERATION: June 7, 2017

RECOMMENDATION:

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

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<b>Traveler</b>	<b>Purpose/Location</b>	<b>Dates</b>	<b>Cost</b>
Tamara Yazzie Shelly Hartman Katie Zook	ADE Evaluation Summit Tucson, AZ	June 12-13	\$1,400 <i>Title I</i>
Valerie Caraveo Donna Webb Joann Madrid Brian Carr	Transporation Administrators of Arizona Flagstaff, AZ	June 19-22	\$3,700 <i>Civic Ctr</i>



# 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): Tamara Yazzie, Shelly Hartman, Katie Zook

Working at School/Department: Jack, Imes, Discovery

Reason for Travel: AZ Department of Education Evaluation Summit

Traveling to: Tucson, AZ

Dates of Travel: June 12-13, 2017

Substitute Needed/Dates: None Required

	<b>Code</b>	<b>Cost</b>	<b>Requisition Number</b>
Charge Sub to:	<u>None required</u>	<u>\$ 0</u>	<u>                    </u>
Charge Registration to:	<u>110.100.2570.6360.567.0000</u>	<u>\$ 300.00</u>	<u>                    </u>
Charge Airline/Bus to:	<u>None required</u>	<u>\$ 0</u>	<u>                    </u>
Charge Meal/Lodging to:	<u>110.100.2570.6580.5673.0000</u>	<u>\$450.00 (lodging)</u> <u>\$300.00 (meals)</u>	<u>                    </u>
Charge Auto Mileage to:	<u>110.100.2570.6580.567.0000</u>	<u>\$350.00</u>	<u>                    </u>
	<b>Total Cost of Travel</b>	<u>\$1400.00</u>	<u>                    </u>

**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):

Conference/Workshop Title: AZ Department of Education Evaluation Summit  
(Reason for Travel)

1. Relevance of conference/workshop to employee(s) work responsibilities:  
The AZ Dept of Education Evaluation Summit showcases current rules, regulations, and best practices in Teacher and Principal Evaluation. Current Teacher Evaluation Committee members request to attend the conference in order to learn the most recent statutes and processes to ensure equitable evaluation measures are in place in Glendale Elementary School District.
  
2. How will employee(s) share information with colleagues?  
The team will share pertinent information with the Assistant Superintendent for Human Resources, the Educational Services team, and school administration. This will be done through collaborative meetings, committee meetings, and district operations meetings.
  
3. How is the conference/workshop related to district, school or department goals and or objectives?  
Attending the workshops at this conference directly aligns with the two GESD Overarching Goals through a focus on the development, monitoring and support of the GESD Teacher Evaluation System to ensure a common understanding of the content and process of the system with teachers and administration. This, in turn, impacts instructional monitoring and support.

**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): Valerie Caraveo, Donna Webb, Joann Madrid and Brian Carr

Working at School/Department: Transportation

Reason for Travel: Attend the Transportation Administrators of Arizona Conference

Traveling to: Flagstaff, Arizona

Dates of Travel: 6/19/2017 – 6/22/2017

Substitute Needed/Dates: None

	<b>Code</b>	<b>Cost</b>	<b>Requisition Number</b>
Charge Sub to:	<u>n/a</u>	<u>\$ 0.00</u>	<u></u>
Charge Registration to:	<u>001.400.2570.6360.585.0000</u>	<u>\$ 1,400.00</u>	<u>TBD</u>
Charge Airline/Bus to:	<u>n/a</u>	<u>\$ 0.00</u>	<u></u>
Charge Meal/Lodging to:	<u>515.400.2570.6580.585.0000</u>	<u>\$ 2,000.00</u>	<u>TBD</u>
Charge Auto Mileage to:	<u>515.400.2570.6580.585.0000</u>	<u>\$ 300.00</u>	<u>TBD</u>
	Total Cost of Travel	<u>\$ 3,700.00</u>	<u></u>

**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): Valerie Caraveo, Donna Webb, Joann Madrid and Brian Carr.

Conference/Workshop Title: Transportation Administrators of Arizona 2017 Summer Conference  
(Reason for Travel)

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

- The course on communication skills for transportation professionals will help staff look at how positive communication can help during difficult conversations.
- Overseeing a fleet maintenance program – will gain information on inspections and ways to prevent vehicle breakdowns.
- Internal Training Programs – Successful learning style will ensure your employees understand the DPS Minimum Standards and other material. Learning creative and effective lesson plans for our training program.
- Transportation - Learn information from others who operate transportation departments. There will be three different topics to choose from.
- Measuring Performance – Building accountability and providing data on what is most important about your operation. What gets measured gets done.
- State Agencies Round Table – Where Department of Public Safety goes over the new laws and changes for the upcoming year. This is where all districts bring in the Q & A for DPS and get answers.
- ADE 100<sup>th</sup> Day Report – Most efficient way to report all ridership. Regular education, special needs, outside placement and McKinney Vento. Mileage reporting and how important it is for your District to get the best reporting done.
- Bus Routing and Scheduling – Workshop will include and examine theories and strategies for successful routing. Route types, stop choice, and multi-trip options will be discussed as well as the development of policy and procedures and their implications for economy and safety. Computer aided and manual routing strategies will be evaluated and compared.

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

Yes, we will share, use and develop training for staff in-service classes based on the workshops and sessions we will be attending at the Transportation Administrators of Arizona conference.

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

The Transportation Administrators of Arizona conference, workshops and sessions are all related to the school bus industry. The conference will provide information and ideas to help transportation grow and become a better service provider for all of our customers.

GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 5.G. TOPIC: Disposal of Surplus Property

SUBMITTED BY: Mr. Tony Remo, Fixed Assets Specialist

RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent for Finance & Auxiliary Services

DATE ASSIGNED FOR CONSIDERATION: June 7, 2017

RECOMMENDATION:

It is recommended the Governing Board approve the items listed as surplus property and grant permission to dispose of them through public auction or salvage company, and remove them from the asset listing.

**RATIONALE:**

The District is currently using Arizona Auctioneers and Sierra Auction for surplus equipment. The following is a list of equipment that is outdated, broken, or non-repairable.

<u>District ID#</u>	<u>Description</u>	<u>District ID#</u>	<u>Description</u>
313957	Milk cooler	313958	Meat slicer
314638	Cashier cart	252103	Food processor
252413	Table	252845	Table
252896	Table	335905	Water cooler
312778	Serving counter	312779	Serving counter
312858	Serving counter	314633	Cashier cart
317326	Oven racks	306856	Hot dog cart
314617	Refrigerator	314637	Cashier cart
252179	Table	252905	Table
309492	Warmer	313649	Milk cooler
324052	Air curtain	314650	Milk cooler
326146	Table	326147	Table
326148	Table	326150	Table
326152	Table	326134	Table
326135	Table	326139	Table
326140	Table	326141	Table
326142	Table	306857	Hot dog cart
310580	Table	314635	Cashier cart
312791	Ice machine	316344	Garbage disposal
298575	Serving counter	307312	Serving counter
314634	Cashier cart	314665	Cooler
314673	Warmer	306939	Milk cooler
312786	Serving counter	314636	Cashier cart

Source of Funding -

M & O \_\_\_\_\_ State Grant \_\_\_\_\_ Federal Grant \_\_\_\_\_ Capital \_\_\_\_\_ Other \_\_\_\_\_

<u>District ID#</u>	<u>Description</u>	<u>District ID#</u>	<u>Description</u>
313946	Serving counter	326218	Software
331378	Software	330040	Software
337014	PC	325471	Software
330756	Furniture	335607	PC
334880	PC	335609	PC
326790	Server	326790	Server
329281	Wireless access point	326501	Server
328130	Smart board	326263	Smart board
326253	Smart board	333330	Projector
331635	Projector	328161	Projector
337779	PC	338809	Laptop cart
335823	Projector	334241	Projector
334557	Projector	335645	Projector
333722	Projector	334319	Projector
333785	Projector	333784	Projector
328131	Projector	335623	Projector
334535	Projector	334372	Projector
334358	Projector	335629	Projector
335628	Projector	334561	Projector
334361	Projector	334368	Projector
334385	Projector	334566	Projector
334568	Projector	334545	Projector
334547	Projector	333917	Projector
334020	Projector	334567	Projector
333918	Projector	335920	PC
331424	Server	324040	Server
325858	Server	325486	Server
325428	Server	335007	PC
335835	PC	334905	PC
334928	PC	334929	PC
334920	PC	335043	PC
335018	PC	335033	PC
335027	PC	335028	PC
335032	PC	335020	PC
335022	PC	335042	PC
335031	PC	335110	PC
335111	PC	335112	PC
335108	PC	334927	PC
335012	PC	334938	PC
335006	PC	335603	PC
335832	PC	335831	PC
335830	PC	335121	PC
335113	PC	334947	PC
335602	PC	334958	PC
334892	PC	335884	PC
335849	PC	335850	PC
334940	PC	334921	PC
335061	PC	335058	PC

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Source of Funding -

M & O Budget \_\_\_\_\_ State Grant \_\_\_\_\_ Federal Grant \_\_\_\_\_ Capital \_\_\_\_\_ Other \_\_\_\_\_

<u>District ID#</u>	<u>Description</u>	<u>District ID#</u>	<u>Description</u>
335608	PC	335604	PC
336135	PC	336133	PC
336138	PC	336137	PC
334964	PC	334919	PC
335843	PC	334912	PC
334939	PC	335068	PC
335063	PC	335067	PC
333415	PC	334161	PC
333790	PC	333792	PC
333231	PC	333237	PC
333236	PC	333458	PC
333442	PC	333239	PC
333455	PC	333238	PC
336283	PC	330006	PC
332069	PC	332071	PC
329483	Laptop	337958	Heat pump
331506	Warmer	309285	Copier
312397	Copier	312842	Copier
330124	Copier	334884	Copier
334885	Copier		

00700 Scrap metal \*\*  
 \*\*State Salvage Vendor

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Source of Funding -  
 M & O State Federal  
 Budget \_\_\_\_\_ Grant \_\_\_\_\_ Grant \_\_\_\_\_ Capital \_\_\_\_\_ Other \_\_\_\_\_

GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 5.H. TOPIC: Extracurricular Fee Schedule

SUBMITTED BY: Ms. Sara DiPasquale, Director of Finance

RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent for Finance & Auxiliary Services

DATE ASSIGNED FOR CONSIDERATION: June 7, 2017

RECOMMENDATION:

It is recommended the Governing Board approve the fee schedule for extracurricular activities for the 2017-18 fiscal year as presented.

**RATIONALE:**

A.R.S. §43-1089.01 requires school districts to charge a fee for extra-curricular activities in order to utilize the tax credit program. Extracurricular activities mean school-sponsored activities that require enrolled students to pay a fee in order to participate. It is important to note the requirement is to charge a fee, not collect a fee. This means a child not able to afford the fee may have the opportunity to have the fee paid for them through the tax credit program. The fee schedule is unchanged from prior year.

Therefore, it is recommended the Governing Board approve the attached fee schedule for extracurricular activities for the 2017-18 fiscal year.

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Source of Funding -  
M & O \_\_\_\_\_ State Grant \_\_\_\_\_ Federal Grant \_\_\_\_\_ Capital \_\_\_\_\_ Other \_\_\_\_\_  
Budget \_\_\_\_\_



Glendale Elementary School District #40  
2017-2018 Extra-Curricular Fee Schedule

Activity	Range	
	From	To
6th Grade Outdoor Education Camp	\$5.00	\$50.00
After School Clubs	\$0.05	\$20.00
After School Sports	\$0.05	\$15.00
After School Activity Fee Card	\$5.00	\$25.00
After School Performance Group	\$0.05	\$15.00
Campfire Camping	\$500.00	\$1,000.00
Catalina Islands Field Trip	\$25.00	\$325.00
Choir	\$1.00	\$10.00
End of Year Programs	\$0.25	\$25.00
Equipment for After School Programs	\$1.00	\$500.00
Extra Curricular Supplies/Equipment	\$0.05	\$50.00
Jazz Band	\$1.00	\$10.00
Manners Dinner	\$0.25	\$2.00
Miscellaneous Field Trip Admissions	\$0.25	\$15.00
Miscellaneous Field Trips	\$0.05	\$50.00
Oceans Field Trip	\$50.00	\$310.00
Student Awards Programs	\$0.05	\$2.00
Summer School Library Program	\$0.05	\$15.00
Swimming Celebrations	\$200.00	\$600.00

GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 5.I. TOPIC: Student Activities Treasurer and Assistant Treasurer

SUBMITTED BY: Ms. Sara DiPasquale, Director of Finance

RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent for Finance & Auxiliary Services

DATE ASSIGNED FOR CONSIDERATION: June 7, 2017

RECOMMENDATION:

It is recommended the Governing Board appoint the District Accounting Budget Supervisor as Student Activities Treasurer, the Director of Finance and the Assistant Superintendent for Finance & Auxiliary Services as Student Activities Assistant Treasurers for the 2017-2018 fiscal year as presented.

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**RATIONALE:**

In accordance with A.R.S. §15-1122 and District Policy IGDG, the Governing Board shall appoint a student activities treasurer. The Governing Board may designate an assistant student activities treasurer.

The Student Activities Treasurer and Assistant Student Activities Treasurer are bonded in the amount of \$150,000.00.

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Source of Funding -  
M & O \_\_\_\_\_ State Grant \_\_\_\_\_ Federal Grant \_\_\_\_\_ Capital \_\_\_\_\_ Other \_\_\_\_\_  
Budget \_\_\_\_\_

GLENDALE ELEMENTARY SCHOOL DISTRICT

ACTION AGENDA ITEM

AGENDA NO: 5.I. TOPIC: Request for Proposals

SUBMITTED BY: Ms. Lourdes Banuelos, Manager of Purchasing and Warehouse

RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent for Finance & Auxiliary Services

DATE ASSIGNED FOR CONSIDERATION: June 7, 2017

RECOMMENDATION:

It is recommended the Governing Board award Request for Proposals 18.02.22 for Liquefied Petroleum Gas (LPG) with Lease Tank to Blue Star Gas Phoenix Co. for the 2017-2018 school year with the right to renew for four (4) additional years.

**RATIONALE:**

The Request for Proposals (RFP) was issued on March 21, 2017. Copies were e-mailed or faxed to eleven (11) vendors and posted on the District’s website.

Two (2) vendor responses were opened on April 6, 2017.

Martin Topham (Buyer/Contract Specialist) Dean Wallace (Maintenance Manager) and Valerie Caraveo (Transportation Director) evaluated the proposals.

The proposals were evaluated as per the evaluation criteria set forth.

The committee is recommending award be made to Blue Star Gas Phoenix Co.

The contract will be effective July 1, 2017.

This RFP is a one year contract with the option to renew for four (4) additional years.

The RFP file for this solicitation is held in the Purchasing Department for review.

Primary funding is provided through Maintenance and Operations fund.

Source of Funding –  
M & O State Federal  
Budget\_\_\_\_ Grant\_\_\_\_ Grant\_\_\_\_ Capital\_\_\_\_ Other\_\_\_\_

GLENDALE ELEMENTARY SCHOOL DISTRICT

ACTION AGENDA ITEM

AGENDA NO: 5.K. TOPIC: Authorized Signatories Election

SUBMITTED BY: Mr. Mike Barragan, Assistant Superintendent for Finance & Auxiliary Services

RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent for Finance & Auxiliary Services

DATE ASSIGNED FOR CONSIDERATION: June 7, 2017

RECOMMENDATION:

It is recommended the Governing Board approve the list of authorized signatories for the 2017-2018 fiscal year in addition to the Superintendent for all accounts as presented.

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Food Services Clearing Account (2 Signatures Required)

Director of Food Services

Assistant Superintendent for Finance and Auxiliary Services

Director of Finance and Purchasing

Accounting Budget Supervisor

Student Activity Clearing Account (2 Signatures Required)

Assistant Superintendent for Finance and Auxiliary Services

Director of Finance and Purchasing

Accounting Budget Supervisor

District 40 Clearing Account (2 Signatures Required)

Assistant Superintendent for Finance and Auxiliary Services

Director of Finance and Purchasing

Accounting Budget Supervisor

General Fund (Accounts Payable Checks) (2 Signatures or 1 Original Signature and 1 Board Clerk Stamp)

Governing Board Clerk

Superintendent

Assistant Superintendent for Finance and Auxiliary Services

Director of Finance and Purchasing

Accounting Budget Supervisor

General Fund (Payroll Checks) (2 Signatures or 1 Original Signature and 1 Board Clerk Stamp)

Governing Board Clerk

Superintendent

Assistant Superintendent for Finance and Auxiliary Services

Director of Finance and Purchasing

Accounting Budget Supervisor

Claim Settlement for Liability and Workers' Compensation

Assistant Superintendent for Finance and Auxiliary Services

Administrator of Risk Management (Up to \$5,000.00 per Claim)

Purchase Orders

Assistant Superintendent for Finance and Auxiliary Services

Director of Finance and Purchasing

Manager of Purchasing and Warehouse

Accounting Budget Supervisor (Up to \$5,000.00 per Claim)

Contract Specialist (Up to \$5,000.00 per Claim)

District-Wide Contracts

Assistant Superintendent for Finance and Auxiliary Services

Grants

Assistant Superintendent for Finance and Auxiliary Services

Assistant Superintendent for Educational Services

Memo of Understanding - Grants

Assistant Superintendent for Finance and Auxiliary Services

Assistant Superintendent for Educational Services

GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 5.L. TOPIC: Intergovernmental Agreement

SUBMITTED BY: Ms. Leslee Miele, Director of Effective Schools

RECOMMENDED BY: Ms. Cindy Segotta-Jones, Assistant Superintendent for Educational Services

DATE ASSIGNED FOR CONSIDERATION: June 7, 2017

RECOMMENDATION:

It is recommended the Governing Board approve the Intergovernmental Agreement with the Washington Elementary School District for the 2017-18 school year.

**RATIONALE:**

The Intergovernmental Agreement between Washington Elementary School District and Glendale Elementary School District is pertaining to Title 1 Service for Private School Children. This agreement, together with other Consortium members, will enable the participating districts to utilize their Title 1 funds and resources to provide Program Services to eligible Title 1 students attending private schools on a more efficient and cost effective basis than they could do separately.

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**Source of Funding -**

M & O State Federal  
Budget \_\_\_\_\_ Grant \_\_\_\_\_ Grant \_\_\_\_\_ Capital \_\_\_\_\_ Other \_\_\_\_\_

**When Governing Board approved - Return to:**

Washington Elementary School District No. 6

Attn: Cathy Thompson

4650 W. Sweetwater Avenue

Glendale, Arizona 85304-1505

**Participating Districts: Alhambra Elementary, Balsz Elementary, Cartwright Elementary, Cave Creek Unified, Creighton Elementary, Deer Valley Unified, Fowler Elementary, Gilbert Unified, Glendale Elementary, Glendale Union, Isaac Elementary, Kyrene Elementary, Laveen Elementary, Littleton Elementary, Madison Elementary, Murphy Elementary, Osborn Elementary, Paradise Valley Unified, Pendergast Elementary, Peoria Unified, Phoenix Elementary, Phoenix Union, Riverside Elementary, Roosevelt Elementary, Scottsdale Unified, Tempe Elementary, Tolleson Elementary, Union Elementary, Washington Elementary, and Wilson Elementary.**

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**INTERGOVERNMENTAL AGREEMENT  
FOR TITLE I SERVICES TO PRIVATE SCHOOL CHILDREN**

This Amended and Restated Intergovernmental Agreement for Title I Services to Private School Children (the "Agreement") is made and to be effective as of July 1, 2017, by and between Washington Elementary School District No. 6 of Maricopa County, Arizona ("Fiscal Agent"), and the undersigned participating public school districts (the "Participating District"), which together with other participating public school districts in Maricopa County, Arizona (collectively, the "Consortium Members" or the "Consortium") is required to provide certain federally mandated Title I supplemental instruction and services to children attending private schools.

WHEREAS, Arizona School Districts are legally required to provide eligible private school students with certain Title I services;

WHEREAS, the Fiscal Agent has created a Consortium to provide Title I services to private school students in accordance with the requirements of Title I and other Districts seek to participate in Washington's program and pay for those services;

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

**1. Purpose**

1.1 Title I Under Part A - *Improving Basic Programs Operated by Local Educational Agencies*, of Subchapter I - *Helping Disadvantaged Children Meet High Standards*, of 20 U.S.C. §§ 6301 et seq. and the corresponding federal regulations, 34 C.F.R. Part 200, as amended (collectively, "Title I"), public schools that receive Title I funding must use a portion of such funding to provide eligible private school students with Title I Instructional services equitable to those Title I instructional services provided to students in public schools ("Program Services").

1.2 Collective Participation through Consortium. This Agreement, together with the intergovernmental agreements between the Fiscal Agent and other Consortium Members (collectively together with this Agreement, the "Consortium Agreements"), will enable the Participating District and the other Consortium Members, in their capacities as Local Education Agencies under Title I, to utilize their Title I funds and resources to provide Program Services to eligible Title I students attending private schools on a more efficient and cost effective basis than they could do separately.

2. Authority.

2.1 Statutory Authority. This Agreement is authorized by Title I, and by A.R.S. §§ 11-952, et seq., 15-341 and 15-342.

2.2 Governing Body Resolutions. This Agreement has been authorized by the Governing Board of the Fiscal Agent on April 13, 2017, and authorized by the governing body of the Participating District on or about June 1, 2017. The attorneys for the Fiscal Agent and the Participating District have determined that this Agreement is in proper form and within the powers and authority granted under the laws of Arizona to the Fiscal Agent and the Participating District respectively, as required by A.R.S. § 15-952(D).

3. Funding.

3.1 Source of Funds. The source of funds for implementing this Agreement and the other Consortium Agreements shall be Title I funds from annual distributions made by the State Board to each of the Consortium Members.

3.2 Contributions by the Participating District.

A. Amount. The Participating District shall provide the Fiscal Agent with a purchase order, **on or before September 1<sup>st</sup>** of each year while this Agreement is in effect reflecting: (a) the total amount the Participating District is obligated to spend for Program Services to low-income students attending private schools and residing in the Title I attendance area of the Participating District; plus (b) **\$20.00** for each such student for administrative and operating costs, subject to an annual adjustment as provided in Paragraph B below; plus (c) **\$30.00** for each student from the Participating District's professional development required set-aside to provide professional development for private school teachers that work with Title I students, subject to an annual adjustment as provided in Paragraph B below; plus (d) **\$10.00** for each student from the Participating District's parental involvement required set-aside to provide equitable opportunities for parental involvement activities, subject to an annual adjustment as provided in Paragraph B below.

Each Participating District will be invoiced in full for the per pupil amount for the services described above including: (a) total amount allocated by the District in Title I funds for program services for private school students plus; (b) administrative and operating costs for the Consortium plus; (c) professional development services for private school teachers plus; (d) parental involvement opportunities. Payment for all Program Services must be made by December 31 for each fiscal year the District participates in the Consortium. Payment shall be required by that date regardless of



when the Participating District receives its Title I funding and regardless of whether that amount fluctuates, subject to the terms of Paragraph 11.1(B).

B. Annual Adjustment of Administrative and Operating Costs. The Fiscal Agent may annually adjust the amount to be paid for administrative and operating costs, professional development, and parent involvement by the Participating District and each of the other Consortium Members under part (b) of Paragraph A above if reasonably necessary in the judgment of the Fiscal Agent. If the Fiscal Agent elects to make such an adjustment, the Fiscal Agent shall give the Participating District written notice of the adjustment on or prior to May 1 for any adjustment proposed to be effective on and after the following July 1. The Participating District can either agree to the adjustment, or elect to terminate this Agreement on June 30<sup>th</sup> as provided in Section 12.1 of this Agreement. If the Participating District does not respond to the notice, it shall be deemed to have agreed to the adjustment, which shall become effective as of July 1.

3.3 Unexpended Funds. Any funds not expended by the Fiscal Agent at the end of a fiscal year shall be held and carried over to the following fiscal year. Funds will be applied solely to reduce District costs incurred under the terms of the IGA. The Participating District acknowledges that funds may be used to offset increases in administrative and operating contributions required from the Participating District or other Consortium Members the following fiscal year.

3.4 Liability Limited to Available Funds. It is understood and agreed by the parties that this Agreement shall be deemed executory to the extent of monies made available to the parties. Furthermore, neither the Fiscal Agent nor the Program Coordinator (as defined in Section 4.1 of this Agreement) shall be obligated to initiate, defend or participate in any legal or arbitration proceedings unless and until adequate arrangements are made to their satisfaction to cover the costs thereof.

4. Obligations of the Participating District. The Participating District shall have the following obligations (in addition to those set forth elsewhere in this Agreement):

4.1 Funding. The Participating District shall provide the Fiscal Agent with funding as provided in Section 3.2 of this Agreement.

4.2 Residency of Private School Students. The Participating District shall be responsible for verifying the residency of private school students within the Participating District: (a) for funding purposes, and (b) for eligibility to receive Program Services.

4.3 Applications for Title I Funding. The Participating District shall be responsible for filing all of its own applications for Title I funding.

5. Duties and Authority of the Fiscal Agent. The Fiscal Agent shall be responsible for performing the following duties (in addition to those set forth elsewhere in this Agreement) in compliance with all applicable provisions of Federal and State law.

5.1 Program Services. The Fiscal Agent shall arrange for Program Services to be provided on behalf of the Consortium Members through a designated program coordinator who shall have the duties listed in Section 6 of this Agreement (the "Program Coordinator"). The Program Coordinator may be an employee of the Fiscal Agent, or an independent contractor under contract with the Fiscal Agent.

5.2 Personnel.

A. Program Coordinator. The Fiscal Agent shall have final responsibility and authority for all of the duties and activities of the Program Coordinator as stated in Section 6 of this Agreement, and for all other matters relating to the Program Coordinator, including without limitation selecting, contracting with, establishing the duties, salary and benefits for, paying, supervising, evaluating the performance of, and terminating or not renewing the contract of the Program Coordinator. The Program Coordinator is the employee of the Fiscal Agent. The Fiscal Agent shall require the Program Coordinator to execute a copy of this Agreement to acknowledge the Program Coordinator's acceptance of the obligations and agreement to perform the duties of the Program Coordinator as set forth in this Agreement.

B. Other Staff. The Fiscal Agent, with the advice and assistance of the Program Coordinator, shall be solely responsible for selecting, contracting with or hiring, establishing the duties, salary and benefits for, paying, supervising, and evaluating the performance of personnel hired by the Fiscal Agent for the administration and performance of Program Services.

5.3 Management of Assets. As agent for the Consortium and on its behalf, the Fiscal Agent shall:

A. Funds. Deposit and hold all funds received pursuant to the Consortium Agreements, and all earnings thereon, and disburse such funds to pay payroll and the other costs of administering and providing Program Services and all other obligations of the Consortium as contemplated by the Consortium Agreements, and account for all such funds and transactions, all in conformity with the requirements of applicable Federal and State law.

B. Management. Hold title to, manage, control, and account for, all Title I funds and all property, including without limitation real estate, vehicles, furniture, fixtures, equipment, books and supplies, acquired by the Fiscal Agent pursuant to the Consortium Agreements (collectively, the "Assets").

C. Transactions. Have authority to acquire, sell, convey or lease (as lessor or lessee), any or all of the Assets, subject to applicable requirements of Federal and Arizona law, including without limitation Title I and public bidding laws.

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

5.4 Records. The Fiscal Agent shall, with the assistance of the Program Coordinator, maintain accurate, complete and current records relating to the Assets, Program Services, and all activities conducted pursuant to the Consortium Agreements.

5.5 Reports and Applications. The Fiscal Agent shall be responsible for preparing and filing all budgets, financial statements, reports, applications and statements relating to the Assets and activities conducted pursuant to the Consortium Agreements, including without limitation disbursement requests, enrollment in private schools of Title I eligible students residing in the districts of Consortium Members, annual completion and academic progress reports and all other reports required by Title I..

6. Duties of the Program Coordinator. The Program Coordinator shall perform the following duties (in addition to those set forth elsewhere in this Agreement) in compliance with all applicable provisions of Federal and State law and subject to the direction of the Fiscal Agent:

6.1 Consultation. Consult with, and facilitate communications and coordination among, the Consortium Members, private schools, the parents of private school students, Arizona Department of Education and the Fiscal Agent.

6.2 Identification of Students. Provide annual notices to private schools within participating district attendance areas to determine if they wish to have their students receive Program Services; and identify, rank and determine the placement of eligible Title I students at participating private schools.

6.3 Program Services. Design and recommend Program Services which meet the requirements of Title I, address the identified needs of eligible students in private schools and are achievable with the funds available to the Consortium; arrange for the locations at which Program Services are to be provided to private school students; make recommendations to the Fiscal Agent for the acquisition of needed equipment, instructional materials and supplies; monitor Program Services and student progress; and collect, analyze and maintain achievement data for participating private school students and Program Services evaluation data.

6.4 Staffing. In accordance with the Fiscal Agent's procedures, establish job descriptions and qualifications, solicit and evaluate applicants, and make recommendations to the Fiscal Agent, for hiring personnel to provide and administer Program Services; and supervise, advise, assist and evaluate such personnel.

6.5 Funding. Reviewing the calculations of the amounts contributed by each Participating District pursuant to Section 3.2 of this Agreement, and advise the Participating District and the Fiscal Agent if any amount appears to be in error.

6.6 Assets. Maintain an inventory of Assets and their locations, and acquire and arrange for maintenance and repair of the Assets, subject to the direction and approval of the Fiscal Agent and available funding.

6.7 Records. Except as otherwise directed by the Fiscal Agent, maintain in the office of the Consortium complete, accurate and current information and records relating to the Assets, Program Services, and all activities conducted pursuant to the Consortium Agreements.

6.8 **Reports and Applications.** Advise and assist the Fiscal Agent with, and prepare draft copies of all reports and applications referred to in Section 5.5 of this Agreement.

7. **Claims.**

7.1 **Responsible Party.** The Fiscal Agent, the Program Coordinator and the Participating District each agrees to be solely responsible for the conduct of its respective operations and performance of its obligations hereunder, and for any accidents or injuries to persons or property arising out of its acts or omissions or the acts or omissions of its officers, agents or employees acting in the course or scope of their employment, while performing duties undertaken pursuant to this Agreement.

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

7.3 **Insurance.** The Fiscal Agent, the Program Coordinator (if the Program Coordinator is an independent contractor and not an employee of the Fiscal Agent) and the Participating District shall each maintain its own public liability insurance in such amount as is reasonably necessary to protect against claims, losses or judgments that might be occasioned by its acts or omissions or the acts or omissions of its officers, agents and employees. For the Fiscal Agent and the Participating District, the minimum amount of such coverage shall be \$1,000,000, which may be provided by funded self-insurance. If the Program Coordinator is an independent contractor and not an employee of the Fiscal Agent, the minimum amount of coverage to be maintained by the Program Coordinator shall be \$1,000,000. It is the responsibility of the Fiscal Agent or Program Coordinator to obtain proof of insurance from any independent contractor engaged pursuant to the terms of the IGA.

8. **Advisory Steering Committee.** Consortium Members may establish a committee (the "Advisory Steering Committee") to consult with and advise the Fiscal Agent and/or the Program Coordinator on all matters relating to the Consortium Agreements. The Fiscal Agent and the Program Coordinator shall consult with the Advisory Steering Committee at its request, and carefully consider any recommendations it may make; however, the Advisory Steering Committee shall have no authority to direct or control the Fiscal Agent or the Program Coordinator, who shall be responsible solely to the Fiscal Agent. Consortium Members may determine membership on the Advisory Steering Committee and conduct its affairs in any manner they wish. The Participating District understands that it may or may not necessarily be a member of the Advisory Steering Committee.

9. **Term.** Subject to appropriation and unless otherwise terminated as provided in Section 12 below, this Agreement shall remain in effect until **June 30, 2020.**

10. **Modification.** This Agreement may be renewed, extended, amended or revised at any time by the mutual written agreement of the Fiscal Agent and the Participating Districts as provided in A.R.S. §§11-951 et seq.

11. **Termination.**

11.1 **By the Participating District.**

A. The Participating District may terminate this Agreement without cause and effective as of June 30 of any year by written notice to the Fiscal Agent, given no later than June 1 prior to the effective termination date.

B. **Availability of Funds:** Notwithstanding the foregoing, the provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Fiscal Agent as herein provided are actually available to Participating District for disbursement. The Participating District shall pay the funds due under this Agreement within 30 days of the availability of funds. Participating District shall keep the Fiscal Agent fully informed as to the availability of funds. If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Agreement, the Participating District may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Agreement. In the event of termination, the Participating District shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Agreement. Participating District shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least twenty (20) days in advance.

11.2 **By the Fiscal Agent.**

A. **Default by the Participating District.** The Fiscal Agent may terminate this Agreement if the Participating District fails to make the payment required under Section 3.2 of this Agreement and does not cure the default within ten (10) business days after being given written notice of the default by the Fiscal Agent.

B. **All Consortium Agreements.** The Fiscal Agent may terminate this Agreement and all other Consortium Agreements, without cause and effective as of June 30 of any year by written notice to the Participating District and all other Consortium Members, given no later than April 30 prior to the effective termination date.

11.3 **Conflict of Interest.** Each party acknowledges that the other has the statutory right for three (3) years to cancel this Agreement if, while this Agreement or any extension is in effect, any person significantly involved in negotiating, drafting or securing this Agreement on behalf of a party is (a) an employee or agent of the other party in any capacity, or (b) a consultant to the other party with respect to the subject matter of this Agreement; all as provided in A.R.S. § 38-511.

11.4 **Disposition of Assets.** If this Agreement and all of the other Consortium Agreements are terminated or expire and are not extended or renewed, then the Fiscal Agent shall promptly transfer all its rights, titles and interests in and to the Assets held in the name of the Fiscal Agent for the Consortium to the successor fiscal agent for the Consortium. In the event that all Consortium Agreements expire and/or terminate and no successor fiscal agent is named for the Consortium, the Fiscal Agent will retain all its rights, titles and interests in and to the Assets held in the

name of the Fiscal Agent for the Consortium and may sell, transfer, and/or dispose of such assets in its sole discretion and in compliance with existing Arizona law.

12. **Notices.** Notices pursuant to this Agreement shall be deemed given upon actual delivery or three (3) days after being deposited postage pre-paid, return receipt requested, in the United States mail addressed as follows:

**If to the Fiscal Agent:**

Dr. Paul Stanton  
Superintendent  
Washington Elementary School District  
4650 W. Sweetwater Avenue  
Glendale, Arizona 85304

**If to the Participating District:**

Name and Title: \_\_\_\_\_

Participating District: \_\_\_\_\_

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

13. **Arbitration.** This Agreement is subject to arbitration to the extent required by A.R.S. § 12-1518.

14. **Interpretation.**

14.1 **Arizona Law.** This Agreement is entered into in Arizona and shall be construed and interpreted under the Laws of the State of Arizona.

14.2 **Successors and Third Parties.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Except as provided in Section 12.4 of this Agreement, there are no third party beneficiaries to this Agreement.

14.3 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.4 **Captions.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

14.5 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be changed or added to except in the manner provided in Sections 11 and 15.6 of this Agreement. All prior and contemporaneous

agreements, representations and understandings of the parties with respect to the subject matter hereof, oral or written, are superseded by this Agreement.

14.6 **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the provision shall be modified to the extent necessary to make it enforceable, or if it cannot be so modified, then severed, and the remaining terms of this Agreement shall remain in full force and effect, and it is hereby declared the intention of the parties that they would have executed the Agreement as so modified.

14.7 **No Implied Waivers.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by a party of a breach of any provision of this Agreement shall be construed as a waiver of any prior or succeeding breach of the same or any other provision of this Agreement.

14.8 **Conflict of Interest.** The parties to this agreement acknowledge that they are aware that one of the statutory duties of the Maricopa County Attorney is to act as attorney for the school districts in the County, that the Civil Division of the Maricopa County Attorney's Office has represented some or all of the members of the Consortium in other matters, and that it may be chosen as the attorney for other parties to this agreement. The signing party acknowledges that it is aware of a potential conflict of interest, and it waives any claim of conflict of interest which may arise by virtue of representation by the Maricopa County Attorney's Office of other parties to this agreement.

15. **Legal Worker Requirements.** As mandated by Arizona Revised Statutes § 41-4401, the Fiscal Agent agrees that it will require any independent contractor with whom the Fiscal Agent contracts to serve as the Program Coordinator and/or to provide some or all of the Program Services on behalf of Consortium Members to comply with Arizona Revised Statutes § 23-214(A) and the federal immigration laws and regulations that relate to such independent contractor's employees. The Fiscal Agent will ensure that each and every contract between the Fiscal Agent and any such independent contractor includes all of the following provisions:

- A. That each contractor and subcontractor warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214(A).
- B. That a breach of a warranty under paragraph A shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- C. That the Fiscal Agent retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph A.

16. **Fingerprinting.** Pursuant to Arizona Revised Statutes § 15-512, the Fiscal Agent will ensure that a fingerprint check and background investigation are performed on the Program Coordinator and any other person hired or contracted with to provide Program Services on behalf of Consortium Members if such person is required to provide services on the property of Consortium Members at least five (5) times during a month.

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

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

19. **Authority to Sign Agreement.** This Agreement has been approved by the Governing Board of the Fiscal Agency District and Participating District at a duly authorized public meeting. The Districts certify that the signers of this Agreement have authority to the District to the terms of the Agreement as stated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amended Intergovernmental Agreement for Title I Service to Private School Children to be effective as of the day and year appearing above.

**FISCAL AGENT:**

Washington Elementary School District No. 6

By: 

Its: Superintendent

Date: 4/24/17

The undersigned attorney acknowledges that this Agreement is in proper form and within the power and authority granted under the laws of the State of Arizona to Washington Elementary School District No. 6 of Maricopa County, Arizona.

**ATTORNEY FOR FISCAL AGENT:**

By: 

Date: 4/15/17

Title: Just Montano



GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 7.A. TOPIC: Facility Use Fee Schedule and Agreement

SUBMITTED BY: Mr. Greg Gilliam, Director for Maintenance & Operations

RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent for Finance & Auxiliary Services

DATE ASSIGNED FOR CONSIDERATION: June 7, 2017

RECOMMENDATION:

It is recommended the Governing Board approve the Facility Use Fee Schedule and Agreement as presented.

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**RATIONALE:**

A.R.S. § 15-1105 (E) requires the governing board to annually approve a fee schedule for the lease of school property. The fee schedule shall include a designation of the persons, groups or organizations who shall have uncompensated use of the school property, and a procedure for determining the value of goods and services being provided as compensation for the use of school property. The governing board, superintendent or chief administrative officer shall require proof of liability insurance for such use or lease of school property.

There are minor changes to the fee schedule, specifically with Class II and Class III from \$30 to \$40 and \$35 to \$50, respectively. The Facility Use Agreement has been reviewed by legal counsel.



Glendale Elementary School District  
#40

FY 2017-2018  
Facility Use Agreement

Rules, Regulations and Fees for Rental of School Property

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## INTRODUCTION

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Welcome to the Glendale Elementary School District ("GESD"). We are pleased that you have chosen our facilities for prospective use.

Pursuant to the Arizona Revised Statutes (A.R.S.) Section 15-1105 et seq., District owned facilities may be made available for public use. The Governing Board adopted the spirit and intent of this public law in making the District facilities available to the public. However, the District cannot subject itself or its residents to liability not otherwise assumed in the normal course of operations.

Therefore, all prospective OCCUPANTS of District facilities **must thoroughly read, complete and sign the enclosed Facility Use Agreement and associated forms as indicated.** The site Principal or Administrator shall review the request and determine if there are any conflicts with any site-sponsored activities. The request shall then be submitted to and approved by the Director of Facilities and Operations, along with any fees and the required evidence of insurance prior to the commencement date stated in the agreement.

The use and occupancy of school property shall be primarily for GESD purposes. Any authorized use or occupancy of the property for other than GESD purposes shall be secondary and subordinate to this primary purpose.

The extensive use of school buildings and grounds by community groups makes it imperative that definite rules, regulations and policies govern the use of these facilities. Use of school facilities must be in accordance with the provision of Arizona Revised Statutes.

If you need more information regarding the use of our facilities or assistance with the Facility Use Manual, please contact the Maintenance and Operations Department Administrative Secretary at (623)237-6202.

### **SUBMITTING YOUR FACILITY USE REQUEST**

All facility use is scheduled through the Maintenance and Operations Administrative Secretary. All returning and prospective facility users must submit their event requests by mail, email or in person to:

ATTN: GESD #40 Facility Rental  
7015 W Maryland Ave  
Glendale, AZ 85303  
facilityrental@gesd40.org

## COMMUNITY USE OF SCHOOL FACILITIES

The Governing Board may grant the use of school facilities to any person, group, or organization for any recreational, educational, political, economic, artistic, moral, social, or other civic purposes in the interest of the community, including extended day resource programs. **Such use shall not interfere with any school activity.** The authorized representative of the Board may approve the use of school facilities by non-school organizations.

### Fees

A reasonable use fee shall be charged for the lease of school facilities and property. "Reasonable use fee" means an amount that is at least equal to the cost for utilities, services, supplies or personnel provided to the lessee pursuant to the terms of the lease.

A schedule of fees and direct expenses shall be adopted annually. This schedule shall include the following classes of usage:

- **Class I.** School-related, student-centered groups that exist for the sole purpose of contributing to the success of our GESD Students such as: PTO's, PTA's and student fundraisers
- **Class II.** Youth Athletic Programs or Youth Development Programs that are non-profit organizations as specified by law (must provide IRS 501(c)(3) determination letter and proof of good standing with the Arizona Corporation Commission) and the majority of participants are students from the District such as: Youth Baseball/Softball, Soccer, Basketball, Football, Boy Scouts, Girl Scouts, Cub Scouts, Brownies OR Athletic Tournaments and Camps operated by District Staff/Coaches in which a participation fee is charged to all who participate
- **Class III.** Non-profit groups and organizations that, for the most part, do not involve only students from the District and/or will not likely perform educational functions for District students (must provide IRS 501(c)(3) determination letter and proof of good standing with the Arizona Corporation Commission)
- **Class IV.** Commercial or for-profit organizations

Any individual, group, or organization presumptively classified as Class II may submit a request for uncompensated use of school facilities, which shall include an explanation of why uncompensated use should be permitted. The Superintendent is authorized to make the final decision on such request.

### Uncompensated Use

The Superintendent may permit the uncompensated use of school buildings and grounds by any District or school related group or by any non-school related community non-profit organization whose membership is open to the public, provided that the activity for which the facility is to be used promotes the educational function of the School District. "Educational function" means uses that are directly related to the educational mission of the District as adopted by the Board (and found in policy A of the District's Policy Manual) and includes the related uses of parent-teacher organizations, youth organizations and school employee organizations. Use of facilities or property by organizations indicated above that will require a substantial District cost for utilities, services, supplies and/or personnel may be permitted only if payments are made to reimburse these costs to the District.

The mission statement and the group's or organization's promotion of the educational function through the activity, as interpreted by the Superintendent in good faith, will be the basis upon which uncompensated use of District facilities and property shall be approved or denied.

*Uncompensated use* means that the group or organization pays only the District's direct costs resulting from the use of the facilities. The Board has determined, in good faith, that recreational or educational

activities for the youth residing within the District's boundaries promote the educational function of the District.

**Terms of Use**

No school facility shall be used by any group or individual not in compliance with the requirements of all applicable federal or state statutes, regulations, and rules prohibiting discrimination on the basis of race, color, religion, national origin, sex, disability, age, or any other prohibited classification. No school facility shall be used by any group or individual for the purpose of advocating social or political change by violence or for advancing any theory subversive to the constitutions or laws of the state of Arizona or the United States.

No alcoholic beverages or e-cigarette products are allowed on District property. Tobacco products are not allowed on District property, pursuant to A.R.S. 36-798.03. Weapons are not allowed on school grounds, pursuant to A.R.S. 13-3102(A)(12).

**Insurance**

Proof of liability insurance with minimum limits of one million dollars (\$1,000,000) shall be required for the use or lease of school property pursuant to A.R.S. 15-1105(E), with GESD named as "additional insured" on the policy. A certificate of insurance is required as evidence of this coverage.

**Procedures, Rules, and Regulations**

The Superintendent shall establish such rules and regulations as are needed to implement this policy as well as to assure the preservation of District property. If damage to the facilities occurs as the result of irresponsibility on the part of the applicant, charges shall be made to cover the amount of the damage. The Superintendent reserves the right to cancel any agreement if, after investigation, it is deemed that such use is not in the best interest of the District.

Initial inquiries for use of school facilities should be made via the Facilities Use Request link found on the GESD40.org homepage. **School activities shall always be given preference for use of facilities.**

**Elections**

The principal of a school may deny a request to provide space for use as a polling place if within two (2) weeks after a request has been made the principal provides a written statement indicating a reason why the election cannot be held in the school that includes any of the following:

- Space is not available at the school.
- A disruption of the normal school activities would occur.
- The safety or welfare of the students would be jeopardized.

Posting of political signs and other electioneering activities will not be permitted on school property at any time including on Election Day at school sites used as polling places.

**Athletic Activities**

At least two (2) weeks prior to the requested first use date, OCCUPANT must submit the Athletic Activities Addendum (Appendix E), signed and dated by an official of OCCUPANT, describing the program and verifying it is and shall continue to be compliant with A.R.S. 15-341 and Board Policy JJIB.

Adopted: November 18, 2003

LEGAL REF.: A.R.S. 15-511  
15-341  
15-1105  
15-1141 to 15-1143

16-411

CROSS REF.: A - Educational Mission and Belief Statement  
AC - Non - Discrimination / Equal Opportunity  
EDC - Authorized Use of School-Owned Materials and Equipment  
JIB - Interscholastic Sports

DRAFT

## **PUBLIC CONDUCT ON SCHOOL PROPERTY**

No person shall engage in conduct that may cause interference with or the disruption of an educational institution. Interference with or disruption of an educational institution includes any act that might reasonably lead to the evacuation or closure of any property of the educational institution or the postponement, cancellation or suspension of any class or other school activity. For the purposes of this policy, an actual evacuation, closure, postponement, cancellation or suspension is not required for the act to be considered interference or disruption.

A person commits interference with or disruption of an educational institution by doing any of the following:

- Intentionally, knowingly or recklessly interfering with or disrupting the normal operations of an educational institution by either:
- Threatening to cause physical injury to any employee or student of an educational institution or any person on the property of an educational institution.
- Threatening to cause damage to the District, the property of the District, or the property of any person attending the District.
- Intentionally or knowingly entering or remaining on the property of an educational institution for the purpose of interfering with or denying lawful use of the property to others.
- Intentionally or knowingly refusing to obey a lawful order given by the Superintendent or a person designated to maintain order.

The above identified acts need not be directed at a specific individual, the District, or specific property of the District to constitute a violation of this policy.

Restitution for any financial loss caused by a violation of the policy may be required. Furthermore, an individual who interferes with or disrupts an educational institution is subject to misdemeanor or felony charges as provided in A.R.S. 13-2911.

A person may also interfere with or disrupt the District function by committing any of the following:

- Any conduct intended to obstruct, disrupt, or interfere with teaching, research, service, administrative, or disciplinary functions or any activity sponsored or approved by this Board.
- Physical or verbal abuse or threat of harm to any person on property owned or controlled by the District or at supervised functions sponsored by the District.
- Forceful or unauthorized entry to or occupation of District facilities, including both buildings and grounds.
- Illicit use, possession, distribution, or sale of tobacco, alcohol, or drugs, other controlled substances, or other illegal contraband on District property or at school-sponsored functions.
- Use of speech or language that is offensive or inappropriate to the limited forum of the public school educational environment.
- Failure to comply with the lawful directions of District officials or of District security officers or other law enforcement officers acting in performance of their duties, and failure to identify oneself to such officials or officers when lawfully requested to do so.
- Knowing violation of a District rule and regulation. Proof that an alleged violator has a reasonable opportunity to become aware of such rules and regulations shall be sufficient proof that the violation was done knowingly.
- Any conduct constituting an infraction of any federal, state, or city law or policy or regulation of the Board.
- Carrying or possessing a weapon on school grounds unless the individual is a peace officer or has obtained specific authorization from the appropriate school administrator.



**Additional Requirements of the General Public**

The definition of general public is anyone who does not come under the definition of student, faculty member, staff member, or employee.

- No person shall visit or audit a classroom or other school activity, nor shall any person come upon or remain upon school premises, without approval by the principal or the principal's authorized representative. Nor shall any person conduct or attempt to conduct any activity on school premises without prior approval by the Superintendent or the Superintendent's authorized representative.
- Any member of the general public considered by the Superintendent, or a person authorized by the Superintendent, to be in violation of these rules shall be instructed to leave the property of the District. Failure to obey the instruction may subject the person to criminal proceedings pursuant to A.R.S. 13-2911 and to any other applicable civil or criminal proceedings, or to tribal ordinance.
- Persons attending special functions shall confine themselves to the specific part of the facility assigned in the permit.
- Persons who engage in disorderly conduct of any kind may be subject to removal and exclusion from the facility.
- The use of facilities shall be granted only for legitimate purposes. Therefore, the permit holder shall assume full responsibility for any unlawful act committed during the exercise of the permit.

Adopted: January 28, 2003

LEGAL REF.: A.R.S.        13-2905  
                                  13-2911  
                                  13-3102  
                                  15-341  
                                  15-507

CROSS REF.:        GBEB - Staff Conduct  
                          GCQF - Discipline, Suspension, and Dismissal of Professional Staff Members  
                          GDQD - Discipline, Suspension, and Dismissal of Support Staff Members  
                          JIC - Student Conduct  
                          JK - Student Discipline

## APPENDIX A

### FACILITY USE REQUEST CHECKLIST

	Y	N
1. Have you thoroughly read, completed and signed the Facility Use Agreement located in Appendix B, and will you comply with its terms and conditions?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have you thoroughly read and signed the Facility Use Guidelines located in Appendix C (or D) and will you comply with its requirements?	<input type="checkbox"/>	<input type="checkbox"/>
3. Do you understand that you are responsible to inform all participants of your Organization of the need to comply with the terms of the Facility Use Agreement and Facility Use Guidelines?	<input type="checkbox"/>	<input type="checkbox"/>
4. Do you have the necessary verification of insurance with the minimum limits of \$1,000,000? **	<input type="checkbox"/>	<input type="checkbox"/>
<b>Determining Class of Usage</b>		
1. Is the activity that of a District or school related organization?	<input type="checkbox"/>	<input type="checkbox"/>
a. Are the participants primarily GESD Students?	<input type="checkbox"/>	<input type="checkbox"/>
b. Is this activity a School Fundraising Activity where participants pay a fee to participate?	<input type="checkbox"/>	<input type="checkbox"/>
2. Is this activity an Athletic Camp or Program run by District Staff where the participants pay a fee to participate?	<input type="checkbox"/>	<input type="checkbox"/>
a. Are the participants primarily GESD Students?	<input type="checkbox"/>	<input type="checkbox"/>
3. Is this activity a youth athletic program operated by a Non-profit organization?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the organization's membership open to the public?	<input type="checkbox"/>	<input type="checkbox"/>
a. Are the participants primarily GESD Students?	<input type="checkbox"/>	<input type="checkbox"/>
5. Do you have the necessary verification documents if claiming non-profit status? **	<input type="checkbox"/>	<input type="checkbox"/>

\*\*Please include documentation to verify this information with your application.

Please sign below and return this form to the Maintenance and Operations Department along with the signed Facility Use Agreement (Appendix B) and applicable Facility Use Guidelines (Appendix C for building spaces or Appendix D for fields and exterior basketball courts). Usage Class will be determined by your responses above and charges shall be determined prior to final approval of this agreement.

All payments must be made in advance of Facility Use. Please make checks payable to **“Glendale Elementary School District #40” and mail or deliver to Attn: GESD #40 Facility Rental, 7015 W. Maryland Ave, Glendale AZ 85303**. If the agreement spans more than two months, payment plans may be allowed and would be divided into equal monthly payments. Payments will be due each month prior to the use of the facility.

Signature of OCCUPANT	Date
Printed Name	Address
Organization	City, State & ZIP
Telephone	E-Mail Address of Contact

**APPENDIX B**

**FACILITY USE AGREEMENT**

---

**BETWEEN**

**Glendale Elementary School District #40**

**and**

\_\_\_\_\_  
Organization's Name

**1. PARTIES**

The parties to this Agreement are Glendale Elementary School District No. 40, hereinafter referred to as "**DISTRICT**", and \_\_\_\_\_, hereinafter referred to as "**OCCUPANT**".

**2. RECITALS**

This Agreement is made with reference to the following facts:

2.1 DISTRICT has offered to make available to the OCCUPANT the following DISTRICT-owned property, hereinafter referred to as "**FACILITY**":

Name of Facility: \_\_\_\_\_

Date(s): \_\_\_\_\_ Time(s): \_\_\_\_\_

2.2 OCCUPANT agrees to use the FACILITY for only the following purposes:

\_\_\_\_\_  
\_\_\_\_\_

2.3 OCCUPANT represents that the FACILITY will only be used for the stated purpose.

2.4 OCCUPANT has paid in full all fees due under any previous Facility Use Agreements with the DISTRICT.

**3. USE**

When using the FACILITY, or any portion thereof, OCCUPANT agrees to comply with all applicable state, federal or local laws and regulations, and with the policies and regulations of the DISTRICT pertaining to the use and occupancy of the FACILITY. OCCUPANT agrees to take good care of the FACILITY and any equipment and furniture located therein, and to leave the FACILITY at all times in as good order and condition as existed prior to OCCUPANT's use thereof. OCCUPANT shall not use or allow any portion of the FACILITY to be used for any unlawful purpose. OCCUPANT shall not commit or allow to be committed any waste or nuisance in or about the FACILITY, or subject the

FACILITY to any use that would damage any portion of the FACILITY or raise or violate any insurance coverage maintained by the DISTRICT. OCCUPANT shall not allow a number of persons in any portion of the FACILITY at any time in excess of the legal or normal capacity of such portion of the FACILITY. **OCCUPANT shall not permit any food or drink in any classroom or gymnasium without prior written approval of the Director of Maintenance and Operations.** OCCUPANT shall not permit tobacco use, alcohol, or weapons on school grounds. OCCUPANT knows of and will enforce all requirements of the Arizona Medical Marijuana Act and its implementing regulations.

**4. SCHEDULING**

OCCUPANT shall schedule each event through the District's Maintenance and Operations Department Administrative Secretary. The completed Facility Use Agreement and all completed accompanying forms can be emailed to [facilityrental@gesd40.org](mailto:facilityrental@gesd40.org) or mailed to the following address: ATTN: GESD #40 Facility Rental, 7015 W Maryland Ave, Glendale, AZ 85303.

**5. TERM OF AGREEMENT**

The term of this agreement shall commence on \_\_\_\_\_, 201\_\_\_\_, and end on \_\_\_\_\_, 201\_\_\_\_, at which time OCCUPANT's rights to use the FACILITY under this Agreement shall automatically expire unless otherwise extended in writing, by the DISTRICT, at its sole discretion.

**6. COMPENSATION**

OCCUPANT will compensate DISTRICT in advance for use of the FACILITY as follows:

- 1) In advance for all events with a duration of two (2) months or less.
- 2) If event duration is longer than two (2) months equal monthly payments will be made in advance of use each month.

Please make checks payable to **"Glendale Elementary School District #40"** and mailed or delivered to **Attn: GESD #40 Facilities Rental, 7015 W. Maryland Ave, Glendale AZ 85303.**

**7. INSURANCE**

Pursuant to A.R.S. Section 15-1105 et seq., OCCUPANT agrees to procure, at its expense, and maintain during the term hereof, a policy of general liability insurance, against claims for bodily injury, death and property damage occurring in connection with OCCUPANT's use of any portion of the FACILITY, which insurance shall retain the minimum limits of \$1,000,000 and include the DISTRICT as an additional insured certificate holder and be primary and non-contributing to any coverage maintained by the DISTRICT. OCCUPANT shall provide the DISTRICT with a certificate evidencing such insurance coverage is in effect.

**8. LIABILITY AND INDEMNITY**

The School District and its employees, including the Governing Board and Superintendent, are immune from civil liability with respect to all decisions made and actions taken to allow the lease or use of school property, unless the School District or its employees are guilty of gross negligence or intentional misconduct. This does not limit any other immunity provisions that are prescribed by law.

OCCUPANT agrees to conduct its activities in the FACILITY in a careful and safe manner. As a material part of the consideration to the DISTRICT, OCCUPANT hereby assumes all risk of damage to

and loss or theft of property, and injury or death to persons related to OCCUPANT's use or occupancy of any portion of the FACILITY from any cause whatsoever, and OCCUPANT hereby waives all claims in respect thereof against DISTRICT. OCCUPANT shall indemnify, defend, and save harmless DISTRICT and all of its employees, agents, and representatives from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by DISTRICT, on account of loss or damages to any property and for injuries to or death of any person arising out of any act or omission by OCCUPANT, its employees, agents, representatives, or subcontractors, or arising out of its use of the FACILITY, or arising out of workers' compensation claims or unemployment disability compensation claims of employees of OCCUPANT or out of claims under similar such laws. OCCUPANT's obligation under this Section 8 shall not extend to any liability caused by the sole negligence of DISTRICT or its employees. Where both DISTRICT and OCCUPANT, including their employees, agents or representatives participated in the liability causing event, each party shall contribute to the common liability a pro rata share based upon its relative degree of fault as established by compromise, arbitration or litigation.

**9. ENTIRE CONTRACT**

This Agreement embodies the entire contract between OCCUPANT and DISTRICT. The parties shall not be bound by or be liable for any statement or representation of any nature not set forth in this Agreement. Changes of any of the provisions of this Contract shall not be valid unless reduced to writing and signed by both parties. The Facilities Use Request Checklist (Appendix A), Facilities Use Guidelines (Appendix C), Field Use Guidelines (Appendix D), Athletic Activities Addendum (Appendix E), and applicable GESD Governing Board policies are incorporated herein by this reference.

**10. SUSPENSION AND TERMINATION**

DISTRICT may, by written notice, direct OCCUPANT to suspend its use of the FACILITY for such period of time as may be determined by DISTRICT to be necessary or desirable. Upon receipt of such termination notice, OCCUPANT shall immediately discontinue use of the FACILITY under this Agreement. Payment for use already completed or in process at the time of the notice of termination is received shall be adjusted between DISTRICT and OCCUPANT in a fair and reasonable manner, but shall exclude any allowance for unperformed use or anticipated profits thereon.

**11. WAIVER**

The failure of DISTRICT to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or OCCUPANT's delay in the exercise of any such rights or remedies, shall not release OCCUPANT from any of its responsibilities or obligations imposed by this Agreement and shall not be deemed a waiver of any right of DISTRICT to insist upon strict performance of this Agreement.

**12. ASSIGNMENTS AND SUBLETTING**

OCCUPANT shall not have the right to assign this Agreement or allow any other person or entity to use or occupy any or all of the FACILITY without the prior written consent of the DISTRICT, which consent may be granted or withheld at the DISTRICT'S sole discretion.

**13. DEFAULT**

In the event that the OCCUPANT fails to pay any fee or other sum required to be paid by the OCCUPANT hereunder when due, or otherwise fails to comply with or observe any other provisions of this Agreement, in addition to any other remedy that may be available to the DISTRICT by reason

of such failure, whether at law or in equity, the DISTRICT may immediately terminate this Agreement and all rights of the OCCUPANT hereunder.

**14. ARBITRATION**

In the event of a dispute hereunder, the parties agree to use arbitration insofar as required by Sections 12-1518 and 12-133, Arizona Revised Statutes, and rules promulgated thereunder.

**15. CONFLICT OF INTEREST**

The parties understand that this Agreement is subject to cancellation pursuant to Section 38-511 of the Arizona Revised Statutes, without penalty or further obligation on the part of the DISTRICT, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the DISTRICT is, at any time while this Agreement or any extension hereof is in effect, an employee or agent of the OCCUPANT, in any capacity, or a consultant to the OCCUPANT, with respect to the subject matter of this Agreement.

**16. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Arizona, the courts of which state shall have jurisdiction of the subject matter hereof.

**17. RELATIONSHIP**

The parties agree that neither the OCCUPANT nor any employees or other personnel of the OCCUPANT will for any purpose be considered employees of the District, and with respect to the OCCUPANT and any employees or other personnel of the OCCUPANT, the DISTRICT shall not be responsible in any manner for the supervision, daily direction and control of the OCCUPANT and any of its employees or other personnel or the payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits for OCCUPANT and any of its employees or other personnel.

**18. CLEANING OF FACILITIES / PENALTIES**

DISTRICT will be responsible for cleaning the FACILITY immediately after each use. OCCUPANTS are responsible for the removal of any and all debris, including, but not limited to, papers, wrappers, water bottles, etc. OCCUPANT shall also be responsible for emptying all trash containers into dumpsters. Failure to comply with this policy will result in the following penalties:

<b>FIRST INSTANCE</b>	<b>WRITTEN WARNING</b>
<b>SECOND INSTANCE</b>	<b>\$100.00 FINE</b>
<b>THIRD INSTANCE</b>	<b>LOSS OF USE</b>

**19. PERIODIC PRE- AND POST-USE FACILITY ASSESSMENTS**

Periodic pre- and post-use facility assessments shall be conducted to assess rental contract conformance and the quality of care being provided to District facilities during rental periods. DISTRICT reserves the right to require facility users to pay for District custodial/site supervision for the duration of each facility use event should the Director of Maintenance and Operations determine that the terms of the contract are not being met.

**20. CANCELLATION OF AGREEMENT**

DISTRICT or OCCUPANT may, at any time, by written notice, cancel this agreement. Upon receipt of such cancellation notice, OCCUPANT shall immediately discontinue use of the FACILITY under this Agreement. Payment for use already completed or in process at the time of the notice of termination is received shall be adjusted between DISTRICT and OCCUPANT in a fair and reasonable manner, but shall exclude any allowance for unperformed use or anticipated profits thereon.

OCCUPANT must give written notice of cancellation at least two weeks prior to the date(s) to be cancelled. Upon receipt of this written notice, the DISTRICT will issue a credit of equal value for future use.

**21. CHANGES TO AGREEMENT**

The Superintendent and/or Governing Board may make changes to policies governing this agreement without prior notice. Upon said changes, OCCUPANT will be notified by written notice.

**22. AUTHORITY**

The individual signing below on behalf of the OCCUPANT hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the OCCUPANT and that this Agreement is binding upon the OCCUPANT in accordance with its terms.

**23. EXECUTION DATE**

The parties have caused this Agreement to be executed by their duly authorized representatives, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**"DISTRICT"**

**"OCCUPANT"**

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Director of Maintenance and Operations

TITLE: \_\_\_\_\_

## APPENDIX C

### FACILITY USE GUIDELINES

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#### **General Safe Practices and Cooperation**

While using the District facility, the OCCUPANT shall adopt and follow safe practices in its operations. The OCCUPANT is expected to cooperate with District personnel to ensure a safe site. The OCCUPANT shall clarify with District personnel all safety and security requirements prior to use of the facilities.

#### **Facility Use Guidelines**

1. All use shall be performed in compliance with all applicable statutes, rules and regulations.
2. The OCCUPANT shall furnish or require participants to wear appropriate clothing.
3. The OCCUPANT shall observe District vehicle parking guidelines. The OCCUPANT shall not allow any parking in any areas other than designated parking areas. Parking in Bus lanes and Fire lanes is strictly prohibited.
4. The OCCUPANT shall maintain all areas used in a clean, well-organized manner.
5. If playground equipment is used, the OCCUPANT shall provide adult supervision of at least one adult for each twenty (20) children using equipment.
6. Any electrical tools, appliances and extension cords used on the premises shall be in good condition.
7. All means of access or egress shall be identified and communicated to participants.
8. OCCUPANT shall identify areas where travel is **not** permitted and inform participants.
9. Roadways and sidewalks to be used shall be inspected by the OCCUPANT and are to remain clear of obstructions during use.
10. All materials used shall be properly handled, stored or stacked.
11. OCCUPANT shall provide adequate signs and markers to inform participants of rules and to maintain the facility in a safe manner.
12. OCCUPANT shall not serve or use liquor, tobacco products or narcotic drugs during use of the facility.
13. If food is served or sold in conjunction with any event, the OCCUPANT shall secure all required permits from Maricopa County Environmental Health Services and present proof of appropriate permitting to the site Principal at least one week prior to event. More information can be found at this link: <http://www.maricopa.gov/3976/Special-EventsFarmers-Markets>
14. OCCUPANT shall provide adequate supervisory personnel to ensure that these guidelines are implemented.
15. OCCUPANT shall confirm knowledge of and commitment to comply with the requirements and restrictions for use of facilities for athletic activities as set out in Board Policy JJIB and Regulation JJIB-R.
16. OCCUPANT shall comply with all applicable requirements of The Arizona Medical Marijuana Act.
17. OCCUPANT shall require all participants in athletic activities to fill out the Mild Traumatic Brain Injury (MTBI)/Concussion Statement and Acknowledgement Form before participation.
18. OCCUPANT shall have a list of emergency agencies and phone numbers available at all times.
19. OCCUPANT shall ensure facility access points are secured before leaving the premises.
20. OCCUPANT shall notify GESD Security (623.237.6236) prior to arriving and when they are leaving the site.

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Signature

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Printed Name

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Date

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Organization



## APPENDIX D

### FIELD USE GUIDELINES

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#### **General Safe Practices and Cooperation**

While using the District field, the OCCUPANT shall follow these practices in its operations. If this agreement includes use of the field lighting, the OCCUPANT will be issued a unique PIN number that will be used to turn on the lights at the respective field. The OCCUPANT is expected to keep the PIN number confidential. If the PIN number is used on a date/time NOT included under this agreement, the OCCUPANT will be charged for that additional usage.

#### **Field Use Guidelines**

1. All use shall be performed in compliance with all applicable statutes, rules and regulations.
2. OCCUPANT shall furnish or require participants to wear appropriate clothing.
3. OCCUPANT shall observe District vehicle parking guidelines. The OCCUPANT shall not allow any parking in any areas other than designated parking areas. Parking in Bus loops and Fire lanes is strictly prohibited.
4. OCCUPANT shall maintain all areas used in a clean, well-organized manner.
5. Any equipment used on the premises shall be in good condition.
6. All means of access or egress shall be identified and communicated to participants.
7. OCCUPANT shall provide adequate signs and markers to inform participants of rules and to maintain the field in a safe manner.
8. OCCUPANT shall not serve or use liquor, tobacco products or narcotic drugs during use of the facility.
9. If food is served or sold in conjunction with any event, the OCCUPANT shall secure all required permits from Maricopa County Environmental Health Services and present proof of appropriate permitting to the site Principal at least one week prior to event. More information can be found at this link: <http://www.maricopa.gov/3976/Special-EventsFarmers-Markets>
10. OCCUPANT shall provide adequate supervisory personnel to ensure that these guidelines are implemented.
11. OCCUPANT shall confirm knowledge of and commitment to comply with the requirements and restrictions for use of field for athletic activities as set out in Board Policy JJIB and Regulation JJIB-R.
12. OCCUPANT shall comply with all applicable requirements of The Arizona Medical Marijuana Act.
13. OCCUPANT shall require all participants in athletic activities to fill out the Mild Traumatic Brain Injury (MTBI)/Concussion Statement and Acknowledgement Form before participation.
14. OCCUPANT shall have a list of emergency agencies and phone numbers available at all times.
15. OCCUPANT shall notify GESD Security (623.237.6236) prior to arriving and when they are leaving the site.

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Signature

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Printed Name

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Date

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Organization

## APPENDIX E

### ATHLETIC ACTIVITIES ADDENDUM

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#### ***Concussion Prevention and Education***

Arizona Revised Statutes §15-341(A)(24) requires that Glendale Elementary School District #40 inform and educate coaches, pupils and parents of the danger of concussions and head injuries and the risk of continued participation in athletic activity after a concussion. This also applies to a group or organization that uses property or facilities owned or operated by a school district for athletic activities.

A participant who is suspected of sustaining a concussion in a practice session, a game, or other interscholastic athletic activity shall be immediately removed from the athletic event. A coach from the student's team, an official, a licensed health care provider, or the child's parent may remove the child from play. The child may return to play on the same day if a health care provider rules out a suspected concussion at the time the student is removed from play. On a subsequent day, the student may return to play if the student has been evaluated by and receives written clearance to resume participation in athletic activity from a health care provider who has been trained in the evaluation and management of concussion and head injuries as prescribed by A.R.S. 15-341.

#### ***Concussion Awareness Training***

If any athletic activities will occur under this Agreement, a copy of a certificate indicating concussion awareness training has been completed by a representative of OCCUPANT (dated less than one year prior to the date of this form) should be submitted with this application for the District's review.

#### ***Certification***

Program description: \_\_\_\_\_

I certify that I have read and understand the rules and guidelines regarding Mild Traumatic Brain Injury (MTBI) and Concussions. I agree to inform and educate the participants, parents, and coaches using the fields and facilities of Glendale Elementary School District No. 40 regarding MTBI and Concussions. I agree to have each participant, parent, and coach sign a form indicating they have been informed of the risk of their child participating in the activity, and will keep all forms in a secure location.

I certify that OCCUPANT'S program is and will continue to be compliant with A.R.S. 15-341 and Board Policy JJIB.

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

*This form must be submitted a minimum of two (2) weeks prior to the requested first use date.*

## APPENDIX E (cont.)

### Mild Traumatic Brain Injury (MTBI) / Concussion STATEMENT AND ACKNOWLEDGEMENT FORM

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I, \_\_\_\_\_, acknowledge that I have to be an active participant in my own health and have the direct responsibility for reporting all of my injuries and illnesses to my coaches, team physicians, or athletic training staff. I further recognize that my physical condition is dependent upon providing an accurate medical history and a full disclosure of any symptoms, complaints, prior injuries and/or disabilities experienced before, during or after athletic activities.

By signing below, I acknowledge:

- I have received specific educational materials including the Centers for Disease Control (CDC) Concussion Fact Sheet for Athletes ([www.cdc.gov/headsup/pdfs/custom/headsupconcussion\\_fact\\_sheet\\_for\\_athletes.pdf](http://www.cdc.gov/headsup/pdfs/custom/headsupconcussion_fact_sheet_for_athletes.pdf)) on what a concussion is and have been given an opportunity to ask questions.
  - I have fully disclosed to team staff any prior medical conditions and will also disclose any future conditions.
  - There is a possibility that participation in my sport may result in a head injury and/or concussion. In rare cases, these concussions can cause permanent brain damage, and even death.
  - A concussion is a brain injury, which I am responsible for reporting to my coach, team physician, or athletic trainer.
  - A concussion can affect my ability to perform everyday activities, and affect my reaction time, balance, sleep, and classroom performance.
  - Some of the symptoms of concussion may be noticed right away while other symptoms can show up hours or days after the injury.
  - If I suspect a teammate has a concussion, I am responsible for reporting the injury to the team staff.
  - I will not return to play in a game or practice if I have received a blow to the head or body that results in concussion related symptoms.
  - I will not return to play in a game or practice until my symptoms have resolved AND I have written clearance to do so by a qualified health care professional.
  - I understand that, following a concussion, the brain needs time to heal and I am much more likely to have a repeat concussion or further damage if I return to play before my symptoms resolve.
  - Based on the incidence of concussion as published by the CDC, the following sports have been identified as high risk for concussion: baseball, basketball, diving, football, pole vaulting, soccer, softball, spirit line and wrestling.
  - I represent and certify that I and my parent/guardian have read the entirety of this document and fully understand the contents, consequences and implications of signing this document and that I agree to be bound by this document.

Athlete:

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

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

Parent or legal guardian:

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

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

## APPENDIX F

### FEE SCHEDULE

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#### Class I.

School-related, Student-centered groups that exist for the sole purpose of contributing to the success of our GESD Students such as: Glendale Education Association, Support Staff of Glendale Elementary School District, Glendale Elementary Boosters, Parent Teacher Organizations

*Facility users are exempt from paying the hourly rate and any substantial direct expenses, such as custodial cleaning, opening & closing of facilities, security, utilities, etc., if the event is held during normal hours of operation during the school year, Monday through Friday 3:00 p.m. to 7:00 p.m.*

***Any event held outside of normal hours of operation which includes weekends and any time during the winter or summer breaks is subject to all direct expenses, such as open / close & custodial cleaning (2 hour minimum), security, utilities, etc.***

#### Class II.

1) Youth Athletic Programs, Youth Development Programs that are non-profit organizations as specified by law (must provide IRS 501(c)(3) acceptance letter) and involve a majority of students from the District such as: **Youth Baseball / Softball, Soccer, Basketball, Football, Tennis recreational programs, Boy Scouts, Girl Scouts, Cub Scouts, Brownies**

**OR**

2) Athletic Tournaments and Camps operated by District Staff/Coaches in which a participation fee is charged to all who participate. **Middle School and High School Athletic tournaments and camps not sanctioned by AIA or those being held outside of their competitive season.**

*Facility users are exempt from paying the custodial cleaning and opening & closing of facilities fees if the event is held during normal hours of operation during the school year, Monday through Friday 3:00 p.m. to 7:00 p.m., but must pay direct utility expenses during all facility use.*

***Any event held outside of normal hours of operation which includes weekends and any time during the winter or summer breaks is subject to all direct expenses, such as open / close & custodial cleaning (2 hour minimum), utilities, etc.***

## APPENDIX F

### FEE SCHEDULE

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(Continued)

#### Class III.

**Groups and organizations that for the most part do not involve only students from the District and/or will not likely perform educational functions for District students such as:**

Churches, Community Colleges, Home Owner Associations, Cultural Organizations, Civic Organizations, Government Organizations, Service Organizations, Extended Day Resource Organizations, Educational Organizations and similar non-profit organizations.

#### Class IV.

##### **Commercial or for-profit organizations**

*Class III & IV organizations will be charged for direct expenses in addition to hourly rates. An estimate of direct expenses will be provided and agreed upon prior to the event. **Labor for cleaning is charged based on actual time worked beyond the 2 hour minimum.***

*The periodic or long term use of district owned space and / or equipment cannot be given, loaned, donated or granted to any individual, association, or corporation, in accordance with Article 9, Chapter 7 of the Arizona Constitution, commonly referred to as the "Gift Clause".*

*A fair market rate / fee will be established for all periodic or long term use of district owned space and / or equipment being used by any and all parties to this agreement.*

*District owned equipment shall be set up and taken down by District staff and the direct expense rates for Maintenance / Grounds personnel shall apply.*

## Class II Hourly Rental Rates

FACILITY		DIRECT EXPENSES
Classrooms / General Education Spaces	\$5	Open / Close , Custodial, Utilities
Cafeteria (no kitchen use)	\$25	Open / Close, Custodial, Utilities
Gymnasium	\$40	Open / Close, Custodial, Utilities
Library	\$35	Open / Close, Custodial, Utilities
Parking Lot Events	\$5	Open / Close
Multi-purpose field (w/o lights)	\$5	Open / Close
Multi-purpose field with lights	\$10	Open / Close, Utilities (Custodial if Restroom is used)

## Class III Hourly Rental Rates

FACILITY		DIRECT EXPENSES
Classrooms / General Education Spaces	\$10	Open / Close , Custodial
Cafeteria (no kitchen use)	\$35	Open / Close, Custodial
Gymnasium	\$50	Open / Close, Custodial
Library	\$40	Open / Close, Custodial
Parking Lot Events	\$10	Open / Close
Multi-purpose field (w/o lights)	\$15	Open / Close
Multi-purpose field with lights	\$25	Open / Close, Utilities (Custodial if Restroom is used)

### Direct expense / rental rates are as follows:

- |                                       |                             |
|---------------------------------------|-----------------------------|
| • Custodian (open/close and cleaning) | \$20 / hour, 2 hour minimum |
| • Maintenance / Grounds               | \$20 / hour, 2 hour minimum |
| • Restroom / Cleaning Supplies        | \$10 minimum per event      |
| • Tables                              | \$.50 ea. /event            |
| • Chairs                              | \$.25 ea. / event           |

\*\*\*Custodian fees will be charged to all events where restrooms are utilized.\*\*\*

## Class IV Hourly Rental Rates

FACILITY		DIRECT EXPENSES
Classrooms / General Education Spaces	\$15	Open / Close , Custodial, Utilities
Cafeteria (no kitchen use)	\$100	Open / Close, Custodial, Utilities
Gymnasium	\$100	Open / Close, Custodial, Utilities
Library	\$45	Open / Close, Custodial, Utilities
Parking Lot Events	\$15	Open / Close
Multi-purpose field (w/o lights)	\$20	Open / Close
Multi-purpose field with lights	\$30	Open / Close, Utilities (Custodial if Restroom is used)

**Direct expense / rental rates are as follows:**

- Custodian (open/close and cleaning)                     \$20 / hour, 2 hour minimum
- Maintenance / Grounds   \$20 / hour, 2 hour minimum
- Restroom / Cleaning Supplies                                 \$10 minimum per event
- Tables   \$1.00 ea. /event
- Chairs   \$.50 ea. / event

\*\*\*Custodian fees will be charged to all events where restrooms are utilized.\*\*\*

GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 7.B. TOPIC: Property, Casualty, and Liability Insurance

SUBMITTED BY: Mike Barragan, Assistant Superintendent for Finance & Auxiliary Services

RECOMMENDED BY: Mr. Joe Quintana, Superintendent

DATE ASSIGNED FOR CONSIDERATION: June 7, 2017

RECOMMENDATION:

It is recommended the Governing Board approve Arizona School Risk Retention Trust, Inc. annual planning document renewal premiums, including the Trust administration fee for property, casualty and liability insurance effective July 1, 2017 - June 30, 2018 up to the maximum renewal amount of \$777,174 as presented.

	<i>2016-2017</i>	<i>2017-2018</i>	<i>\$ Change</i>	<i>% Change</i>
Annual Premium	\$669,714	743,674		
Trust Administration Fee	25,000	25,000		
Authorized Insurance Rep (AIR) Fee	9,950	8,500		
<b>Grand Total</b>	<b>\$704,664</b>	<b>\$777,174</b>	<b>+\$72,510</b>	<b>+10.29%</b>



GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 7.C. TOPIC: 2017-2018 Board Meeting Calendar

SUBMITTED BY: Mr. Joe Quintana, Superintendent

DATE ASSIGNED FOR CONSIDERATION: June 7, 2017

RECOMMENDATION:

It is recommended the Governing Board approve the proposed meeting calendar for the 2017-2018 school year as presented.

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RATIONALE:

**GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40**  
**GOVERNING BOARD MEETING DATES**  
2017-2018 School Year

Unless otherwise posted, all meetings are held in the District Office Board Room located at 7301 N. 58<sup>th</sup> Avenue, Glendale, AZ 85301. Meetings will conclude by 9:00 p.m. unless the majority of Board members present vote to extend the meeting beyond that time. Special meetings may be called for study sessions and for in-depth review and discussion of specific topics and information related to the operations of the school district. Workshops may be scheduled for the purpose of conducting Board Member training and development.

**2017**

4:00 p.m. Thursday, July 13, 2017  
*TBD Thursday, July 20, 2017 - Board Workshop/Retreat*  
4:00 p.m. Thursday, July 27, 2017 - *Special Meeting*  
6:00 p.m. Thursday, August 10, 2017  
6:00 p.m. Thursday, August 24, 2017 - *Special Meeting*  
6:00 p.m. Thursday, September 14, 2017  
6:00 p.m. Thursday, September 28, 2017 - *Special Meeting*  
6:00 p.m. Thursday, October 26, 2017\*  
6:00 p.m. Thursday, November 16, 2017\*\*  
6:00 p.m. Thursday, December 7, 2017\*\*\*  
6:00 p.m. Thursday, December 21, 2017\*\*\* - *Special Meeting*

**2018**

6:00 p.m. Thursday, January 11, 2018  
6:00 p.m. Thursday, January 25, 2018 - *Special Meeting*  
6:00 p.m. Thursday, February 8, 2018  
6:00 p.m. Thursday, February 22, 2018 - *Special Meeting*  
6:00 p.m. Thursday, March 8, 2018  
6:00 p.m. Thursday, March 29, 2018\*\*\*\* - *Special Meeting*  
6:00 p.m. Thursday, April 12, 2018  
6:00 p.m. Thursday, April 26, 2018 - *Special Meeting*  
6:00 p.m. Thursday, May 10, 2018  
6:00 p.m. Thursday, May 24, 2018 - *Special Meeting Note: Last day of school*  
4:00 p.m. Thursday, June 14, 2018  
4:00 p.m. Thursday, June 28, 2018 - *Special Meeting*

NOTE: All meeting dates are subject to change. Please verify dates and times by calling (623) 237-7135.

**Exceptions to second Thursday Regular Meetings and fourth Thursday Special Meetings**

\* **October**: Regular Meeting October 26<sup>th</sup> due to Fall Break and Conferences.

\*\* **November**: Regular Meeting on **third** Thursday due to Veteran's and Thanksgiving Holidays.

\*\*\* **December**: Regular Meeting the **first** Thursday and Special Meeting the **third** Thursday due to Winter Break and ASBA Conference.

\*\*\*\* **March**: Special Meeting on **fifth** Thursday due to Spring Break.

GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 7.D. TOPIC: Request for Advance of State Aid

SUBMITTED BY: Ms. Sara DiPasquale, Director of Finance & Purchasing

RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent for Finance & Auxiliary Services

DATE ASSIGNED FOR CONSIDERATION: June 7, 2017

RECOMMENDATION:

It is recommended the Governing Board authorize staff to submit the necessary documentation to Arizona Department of Education for an advance of Fiscal Year 2017-18 State Aid.

**RATIONALE:**

Per ARS §15-973.C, school districts are eligible to receive an advance of basic State Aid if funds are available and the school district can show a need for the funds.

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Source of Funding -  
M & O \_\_\_\_\_ State Grant \_\_\_\_\_ Federal Grant \_\_\_\_\_ Capital \_\_\_\_\_ Other \_\_\_\_\_  
Budget \_\_\_\_\_

GLENDALE ELEMENTARY SCHOOL DISTRICT

**ACTION AGENDA ITEM**

AGENDA NO: 7.E. TOPIC: Excess Insurance for Workers' Compensation

SUBMITTED BY: Mr. Mike Barragan, Assistant Superintendent for Finance & Auxiliary Services

RECOMMENDED BY: Mr. Joe Quintana, Superintendent

DATE ASSIGNED FOR CONSIDERATION: June 7, 2017

RECOMMENDATION:

It is recommended the Governing Board approve obtaining supplemental insurance for workers' compensation with Safety National Casualty Company for fiscal year 2017-2018 as presented.

**RATIONALE:**

Mr. Rod Petricek, GESD Risk Manager, and Mr. Mike Barragan recommend the Trust establish with Safety National Casualty Company a maximum amount of \$350K Self-Insured Retention (SIR), \$2M for the employers' liability, and the aggregate excess limit of \$2M.

Below you will find the cost for fiscal year 2017 to 2018.

	<i>2016-2017</i>	<i>2017-2018</i>	<i>\$ Change</i>	<i>% Change</i>
<b>Annual Premium</b>	\$73,061	\$79,016	\$ 5,955	+7.54%