

GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40

Special Meeting of the Governing Board

August 26, 2017, 8:00 a.m.

Revised
August 24, 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 Executive Conference Room in the District Office, 7301 N. 58th Avenue, Glendale.

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

ORDER OF BUSINESS

1. Call to Order and Roll Call

2. Opening Exercises

- a. Adoption of Agenda
- b. Approval of Acting Clerk (if necessary)

3. Action Item

a. Service Agreement

NEW It is recommended the Governing Board approve the renewal of the service agreement with Arizona State University to provide the American Dream Academy parent training course for the 2017-18 school year as presented.

4. Governing Board Workshop

The Governing Board will conduct a workshop facilitated by Ms. Julia Smock from the Arizona School Boards Association. Topics of discussion will include:

- a. Creation of Governing Board Collective Commitments
- b. Creation of Governing Board Goals
 - i. Supporting District Goals
 - ii. Working Effectively as a Governing Board
 - iii. Calendar of District Administration Reports to the Governing Board and List of District Events
- c. Weights and/or Percentages for Superintendent's Performance Pay Plan and Possible Relationship of Weights/Percentages to Superintendent's Performance Evaluation

5. 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.

6. Adjournment

GLENDALE ELEMENTARY SCHOOL DISTRICT

ACTION AGENDA ITEM

AGENDA NO: 3.A. TOPIC: Service 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: August 26, 2017

RECOMMENDATION:

It is recommended the Governing Board approve the renewal of the service agreement with Arizona State University to provide the American Dream Academy parent training course for the 2017-18 school year as presented.

RATIONALE:

Arizona State University's American Dream Academy will provide training for parents of children enrolled in the Glendale Elementary School District. The training is designed to develop skills and techniques which will enable parents to address educational needs of their school-aged children. The ADA benefits schools, students, and parents. This eight-week training will be held at Sunset Vista, Glendale American, Glenn F. Burton, and Harold W. Smith schools.

By joining forces with schools and communities, parents make sure their children have successful academic careers and prepare for a university experience.

Source of Funding -

M & O Budget _____ State Grant _____ Federal Grant X _____ Capital _____ Other _____

**SERVICES AGREEMENT
ARIZONA STATE UNIVERSITY
And
Glendale Elementary School District #40**

This Agreement is entered into as of July 1, 2017, between the ARIZONA BOARD OF REGENTS, a body corporate, for and on behalf of ARIZONA STATE UNIVERSITY, AMERICAN DREAM ACADEMY (ADA) and Glendale Elementary School District #40.

- A. Scope of Services: ADA will provide a parent training course (“The American Dream Academy”) for the parents of the children enrolled in the Glendale Elementary School District #40 identified in Section B. ADA will recruit parents by phone, provide an Introductory and Recruitment Session, a series of weekly training sessions for parents culminating in a graduation ceremony with certificates. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children. The term of this agreement is August 1, 2017 through June 30, 2018.
- B. Location(s):
Sunset Vista, Harold W. Smith, Glendale American, and Glenn F. Burton
- C. Fees: The District will be billed \$6,500 per program regardless of the number of parent graduates. The district fee per school will be reduced by a grant of \$750 per school, for a total of \$5,750. A parent graduate is defined as a person with a child enrolled in any of the participating schools, registered for the ADA program. ASU and its funding partners will subsidize the remaining portion of the cost.
- D. Class Size: The ADA program is predicated on the notion that effective program outcomes are realized only when reasonably sized groups of parents participate in the program’s activities. Thus, in order to form any class for any given language group, we require that the class have at least eight (8) parents from that language group. If fewer than eight (8) parents from a specific language group do not register for the program, then ADA staff will meet with the principal to decide if the class should be cancelled. ADA understands the many community demands faced by school leaders and will make every effort to work with the school to meet those demands. However, at this point the program is offered only in English and Spanish.
- E. School Procedures: ADA adheres to all Glendale Elementary School District #40 procedures such as lockdowns, fire drills, evacuations, etc. We ask that the School provide advance notice, when possible, of any such event prior to program implementation so that the program team can be properly notified and informed.
- F. Child Watch Services: The schools are strongly encouraged to provide child care for all parents participating in the program. In case the School decides to provide child care, the

cost and administration of the child care is the sole responsibility of the Glendale Elementary School District # 40.

- G. Security: Security and the enforcement of any and all other security related requirements on School property are the responsibility of the school. ADA will adhere to any and all building regulations and expects all ADA staff and parent attendees to do so as well.
- H. Walk-Through: Prior to the implementation of the program, ADA staff will do a facility walk through at the school to specifically locate all rooms available for the morning and evening sessions as well as any other pertinent information such as accessible bathrooms for evening sessions, accessible parking lots for parents and staff, classroom signage, and information regarding other school personnel who will be available during evening sessions to assist in various logistical tasks, including opening of classrooms.
- I. Termination: This agreement may be terminated by either party with 30 days' notice in writing. The parties acknowledge that this agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. §38-511. See also Section J. If the Glendale Elementary School District cancels the program with less than thirty (30) days' notice, a termination fee of \$1,300 will be assessed.
- J. Recruitment: The success of the program depends largely on a large-scale telephone recruitment campaign. The campaign is carried out by the American Dream Academy Call Center. Thus, it is imperative that schools make available the school telephone list, at least two weeks prior to the start date of the program. If the list is not provided, this will be interpreted as a decision by the school to cancel the program with less than 30 days' notice, and a termination fee of \$1,300 will be assessed.
- K. Additional School Requirements: ADA shall comply with the applicable requirements as set forth under A.R.S. §15-512. Each school shall advise ADA in advance as to the expected requirements and ADA shall determine whether or not it is able to proceed with the course offering.
- L. Insurance: ADA represents and warrants that it is insured through the State of Arizona, Department of Administration, pursuant to A.R.S. §41-621.
- M. Default and Remedies: Any one of the following events shall be deemed to be an "Event of Default" hereunder.
 - i. Failure by either party to perform as specifically described herein.
 - ii. A court having jurisdiction over any of the parties shall enter an order for relief in any involuntary case commenced against the applicable party as debtor under the Federal Bankruptcy Code or the entry of a court decree or order appointing a custodian, receiver, liquidator, assignee, trustee, or other similar official.

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

N. Miscellaneous:

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

As to American Dream Academy:

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

As to School:

Ms. Leslee Miele
Director for Effective Schools
Glendale Elementary School District # 40
7301 N. 58th Avenue
Glendale, AZ 85301
Office: 623-237-7153

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

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

vii. State of Arizona Provisions

- a. Nondiscrimination: The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- b. Conflict of Interest: In accordance with Arizona Revised Statutes ("A.R.S.") § 38-511, ASU may cancel this Agreement within three years after the execution of this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of ASU, at any time while this Agreement or any extension thereof is in effect, is an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement. Notice is provided of A.R.S. § 41-753D.
- c. Arbitration in Superior Court: In the event of litigation, as required by A.R.S. § 12-1518, the parties agree to make use of arbitration in all contracts that are subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
- d. Records: To the extent required by A.R.S. § 35-214, the non ASU parties to this Agreement (jointly and severally, "Entity") will retain all records relating to this Agreement. Entity will make those records available at all

reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five years after the completion of this Agreement. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by ASU on reasonable notice to Entity.

- e. Failure of Legislature to appropriate: In accordance with A.R.S. § 35-154, if ASU's or the District's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU or the District may provide written notice of this to Entity and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.
- f. E-Verify: To the extent applicable under A.R.S. § 41-4401, the parties warrant their compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). A party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the other party's random inspections including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
- g. Student Educational Records: Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"). Both parties will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent as otherwise provided by law. If this Agreement contains a scope of work or any provision that requires or permits the parties to access or release any student records, then, for purposes of this Agreement only, the parties hereby designate each other as a "school official" for ASU under FERPA, as that term is used in FERPA and its implementing regulations. As such, both parties will comply with FERPA and will not make any disclosures of students' educational records to third parties without prior notice to, and consent from, ASU or the District or as otherwise permitted by law. In addition, any access or disclosures of student educational records made by either party, its employees and agents must comply with ASU's definition of legitimate educational purpose, which definition can be found at: SSM 107-01: Release of Student Information

(<http://www.asu.edu/aad/manuals/ssm/ssm107-01.html>). If either party violates the terms of this section, the party will immediately provide notice of the violation to the other.

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

THE ARIZONA BOARD OF REGENTS
acting for and on behalf of
ARIZONA STATE UNIVERSITY
AMERICAN DREAM ACADEMY

Glendale Elementary School District #40
7301 North 58th Avenue
Glendale, AZ 85301

By: _____

By: _____

Printed: Edmundo Hidalgo

Printed: _____

Title: Asst. VP of Educational Outreach and Student Services

Title: _____

Date: _____

Date: _____

GLENDALE ELEMENTARY SCHOOL DISTRICT

INFORMATIONAL AGENDA ITEM

AGENDA NO: 5.A. TOPIC: Future Meetings

SUBMITTED BY: Mr. Joseph Quintana, Superintendent

RECOMMENDED BY: Mr. Joseph Quintana, Superintendent

DATE ASSIGNED FOR CONSIDERATION: August 26, 2017

Board Meetings dates for the 2017-2018 school year are listed below with the agenda topics anticipated for each meeting. Routine items, i.e., vouchers, personnel reports, travel, etc., are not included in the list.

September 14	Regular Meeting Reclassification Study Session
September 28	Special Meeting Annual Financial Report
October 26	Superintendent Goal Progress Report
November 16	Executive Session for Superintendent's Evaluation
December 7	Regular Meeting Superintendent Performance Pay
December 21	Special Meeting
January 11	Organizational Meeting Executive Session regarding Salary Negotiations Teacher Recruitment
January 25	Special Meeting
February 8	Employment Agreements and Contracts
February 22	Special Meeting
March 8	Meet and Confer/Salary Recommendations Recruitment Report
March 29	Special Meeting
April 12	Employment Contract Renewals Budget Revision Board Meeting Schedule Attendance Boundaries
April 26	Special Meeting
May 10	Authorized Signatories Call for Election Renewal of Sole Source, Cooperative, and Purchasing Contracts
May 24	Special Meeting
June 14	Regular Meeting
June 28	Special Meeting