Regular Meeting of the Governing Board November 7, 2019 5:30 p.m.

### **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 of 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 GOALS

- 1. Increase Student Achievement
- 2. Ensure the District's Financial Solvency
- 3. Attract and Retain Highly Qualified Staff

#### DISTRICT GOALS

Increase Student Achievement

Eliminate the Achievement Gap

#### 1. Call to Order and Roll Call

#### 2. Opening Exercises

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

#### 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. Special Recognition

#### a. Student Performance

Students from the Horizon Advanced Band will perform under the direction of Ms. Corrine Grant.

#### b. Just Because Recognition

The Governing Board will recognize the staff members and students selected for the October and November GESD Just Because 2019 award.

#### c. Staff Recognition

The Governing Board will recognize Ms. Sheila Rowe from Coyote Ridge for being named a 2019 Ambassador for Excellence by the Arizona Education Foundation.

#### d. Community Recognition

The Governing Board will recognize the District's partnership with the Glendale Police Department's Traffic Advisory Board and participation in community canvasing campaign.

Individuals can access copies of documentation provided to the Board to substantiate administrations' recommendations, i.e. reports, detailed information, agreement documents, etc., the Friday before the Board meeting in each school's office, the Superintendent's office, or on the Governing Board's page of the District's website. Persons with disabilities may request reasonable accommodations by contacting (623) 237-7136 at least two days prior to the meeting.

#### e. Board Member Recognition

The Governing Board will recognize Board Members for their accomplishments in the Arizona School Boards Association's Academy of Board Development program.

#### f. Department Recognition

The Governing Board will recognize the Accounting and Finance Department for being awarded the Certificate of Achievement for Excellence in financial reporting from the Government Finance Officers Association of the United States and Canada, for the District's comprehensive annual financial report.

#### 5. Consent Agenda

#### a. Minutes

It is recommended the Governing Board approve the minutes of the October 14, 2019 Regular Meeting as presented.

#### 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.

#### 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. Student Activity Fund Balance Statement

It is recommended the Governing Board approve the Student Activity Fund Balance Statement for September, 2019 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, salvage company and/or donation to local non-profit(s) and remove them from the asset listing.

#### h. Travel

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

#### i. Food Program Permanent Service Agreement

It is recommended the Governing Board approve the Food Program Permanent Service Agreement with the Arizona Department of Education Child Nutrition Program as submitted.

#### j. Intergovernmental Agreement

It is recommended the Governing Board approve the intergovernmental agreement with Washington Elementary School District for the 2019-2020 school year as presented.

#### k. Revised 2019-2020 Certified Salary Placement Table

It is recommended the Governing Board approve the revised Certified Salary Placement Table for the 2019-2020 school year as presented.

#### l. Out-of-County Field Trip

It is recommended the Governing Board approve the request for our-of-county field trip for the sixth grade student from Challenger Middle School to attend the 2019 Office of English Language Acquisition Services award program and banquet at the JW Marriott Starr Pass in Tucson, Arizona on December 11, 2019.

#### 6. Reports and Information Items

#### a. A-F Letter Grades

Administration will present a report on the District's A-F Letter Grade determinations and point allocations.

### b. GESD English Language Development (ELD) Model

Administration will present a report on GESD's 2019-2020 framework, model and support for responding to the new English Language Learner (ELL) legislation.

#### 7. Action Items

None at this time.

#### 8. Discussion Item

#### a. Governing Board Self-Evaluation

The Governing Board will conduct its annual self-evaluation pursuant to Board Policy BAA Evaluation of School Board.

#### 9. Future Meetings and Events

#### a. Future Meetings and Agenda Item Requests.

The Governing Board will review the list of upcoming Board meetings and potential agenda topics. Governing Board Members will have the opportunity to 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. Adjournment

### **SPECIAL RECOGNITION**

AGENDA NO: 4.A. TOPIC: Student Performance
SUBMITTED BY: Ms. Cindy Segotta-Jones, Superintendent
DATE ASSIGNED: November 7, 2019

Students from the Horizon Advanced Band will perform under the direction of Ms. Corrine Grant.

### SPECIAL RECOGNITION

AGENDA NO: 4.B. TOPIC: Just Because Recognition

SUBMITTED BY: Ms. Cindy Segotta-Jones, Superintendent

DATE ASSIGNED: November 7, 2019

The Governing Board will recognize the staff members and students selected for the October and November GESD Just Because 2019 award.

#### SEPTEMBER:

NICOLE ZANELLA - ISAAC E. IMES KINDERGARTEN TEACHER

#### OCTOBER:

CAROLYN BRUNER – MELVIN E. SINE CAFETERIA MANAGER ALYSTER MCKINNEY – WILLIAM C. JACK SECOND GRADER

#### **NOVEMBER**

TYLER COMELLA – DESERT SPIRIT MEDIA LITERACY TEACHER DIEGO CHAVARRIA – COYOTE RIDGE SEVENTH GRADER

### **SPECIAL RECOGNITION**

AGENDA NO: 4.C. TOPIC: Staff Recognition	
SUBMITTED BY: Ms. Cindy Segotta-Jones, Superintendent	
DATE ASSIGNED: November 7, 2019	

The Governing Board will recognize Ms. Sheila Rowe from Coyote Ridge for being named a 2019 Ambassador for Excellence by the Arizona Education Foundation.

### **SPECIAL RECOGNITION**

AGENDA NO: <u>4.D.</u> TOPIC: <u>Community Recognition</u>
SUBMITTED BY: Ms. Cindy Segotta-Jones, Superintendent
SUBMITTED BT. Ms. Chiay Segutta-Jones, Superintenaem
DATE ASSIGNED: November 7, 2019

The Governing Board will recognize the District's partnership with the Glendale Police Department's Traffic Advisory Board and participation in community canvasing campaign.

### **SPECIAL RECOGNITION**

AGENDA NO: 4.E. TOPIC: Board Member Recognition
SUBMITTED BY: Ms. Cindy Segotta-Jones, Superintendent
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DATE ASSIGNED: November 7, 2019

The Governing Board will recognize Board Members for their accomplishments in the Arizona School Boards Association's Academy of Board Development program.

### SPECIAL RECOGNITION

AGENDA NO: 4.F.	TOPIC: Department Recognition	
SUBMITTED BY: <u>Ms. Ci</u>	Cindy Segotta-Jones, Superintendent	
DATE ASSIGNED: <u>No</u>	ovember 7, 2019	

The Governing Board will recognize the Accounting and Finance Department for being awarded the Certificate of Achievement for Excellence in financial reporting from the Government Finance Officers Association of the United States and Canada, for the District's comprehensive annual financial report.

## **ACTION AGENDA ITEM**

AGENDA NO: 5.A. TOPIC: Minutes
SUBMITTED BY: Ms. Elizabeth Powell, Executive Assistant
RECOMMENDED BY: Ms. Cindy Segotta-Jones, Superintendent
DATE ASSIGNED FOR CONSIDERATION: <u>November 7, 2019</u>
RECOMMENDATION:
It is recommended the Governing Board approve the minutes of October 14, 2019 Regular Meeting as presented.

**RATIONALE:** 

#### MINUTES OF THE REGULAR MEETING OF THE GOVERNING BOARD School District No. 40 of Maricopa County, Arizona District Office Governing Board Room October 14, 2019

**Present**: Ms. Sara Smith, President

Ms. Brenda Bartels, Clerk Ms. Monica Pimentel, Member Mr. Jamie Aldama, Member Ms. Mary Ann Wilson, Member

#### CALL TO ORDER AND ROLL CALL

The meeting was called to order by Ms. Smith at 4:00 p.m. She noted the presence all five Board members, constituting a quorum.

#### **OPENING EXERCISES**

Mr. Aldama moved to adopt the meeting agenda and Ms. Pimentel seconded the motion. Upon call to vote, Ms. Bartels, Ms. Wilson, Mr. Aldama, Ms. Pimentel and Ms. Smith voted 'aye', and the motion carried.

Ms. Smith called for a moment of silence followed by the Pledge of Allegiance.

#### CALL TO THE PUBLIC

None at this time.

#### **SPECIAL RECOGNITION**

Partner Recognition 
The Governing Board recognized Ms. Jennifer Sanders and Glendale Walmart Supercenter

#5124 for their support as a District business partner. Ms. Sanders was not able to attend

the meeting.

#### **CONSENT AGENDA**

Ms. Wilson requested Item 5.G. be pulled for separate discussion. Ms. Bartels moved to approve the consent agenda as presented with the exception of Item 5.G. and Ms. Wilson seconded the motion. Upon call to vote, Ms. Wilson, Ms. Bartels, Mr. Aldama, Ms. Pimentel and Ms. Smith voted 'aye', and the motion carried. The following items were approved:

Minutes The Governing Board approved the minutes of the September 12, 2019 Regular Meeting,

September 26, 2019 Special Meeting and September 26, 2019 Executive Session as

presented.

Ratification of

Vouchers The Governing Board approved the expense and payroll vouchers as presented.

Acceptance of Gifts The Governing Board ratified and approved acceptance of the following gifts offered to

the District:

Donor	Description	Cash Amount or Estimated Value	Recipient	
Donors Choose	"Student-Centered Learning via Technology" project	\$895.96	Challenger	
Donors Choose	"Student-Centered Technology" project	\$827.97	Challenger	
Corbin's Legacy (Joan Leafman)	Snacks for 8 classrooms	\$1,253.52	Desert Garden	
Yogurtini Glendale	Gift to school	\$97.05	Glendale Success Academy	
Donors Choose	"Fantastically Focused Flexible Seating" project	\$494.16	Horizon	
Horizon PTA	Brain Pop subscription	\$1,300.00	Horizon	
Donors Choose	"Get Fit to be Awesome" project	\$514.98	Landmark	
Donors Choose	"Relax, Listen and Learn" project	\$292.95	Landmark	
HelpSnakz	Snack bags for students	\$200.00	) Landmark	
The Salvation Army	Student supplies and backpacks	\$350.00	Landmark	
Dollar Tree	School supplies	\$175.00	School Effectiveness	

Donor	Description	Cash Amount or Estimated Value	Recipient
Bitzee Mama's	Student supplies	\$250.00	Sunset Vista
Anonymous	Restaurant gift cards (3)	\$50.00	Superintendent's Office
Anonymous	24" bicycle	\$135.00	Superintendent's Office
Brenda Bartels	Gift card-Oriental Trading	\$20.00	Wellness

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		
1.	Demerson, Denise	Teacher	\$41,250	09/30/19
2.	Flores, Monica	Teacher	\$43,500	09/19/19
3.	Harwell, Tina	Teacher	\$51,750	09/25/19
4.	Saldana, Natalia	Teacher	\$40,500	09/26/19
		<u>Resignation</u>		
1.	Borello, Ashley*	Teacher	Personal Reasons	10/04/19
2.	Harris, James	Teacher	Personal Reasons	09/24/19
3.	Heath, Tiffany*	Teacher	Personal Reasons	10/04/19
4.	Jeffries, Scott*	Teacher	Other Employment	10/04/19
5.	Kinard, Monica *	Teacher	Personal Reasons	09/20/19
6.	Martinelli, Joseph*	Teacher	Personal Reasons	10/04/19
7.	McGratty, Lisa	Teacher	Personal Reasons	09/24/19
*Recommend liquidated damages fee applied per contract				

#### **Change of Position**

1. Gutierrez, Roberto From MOU to Teacher

09/04/19

Classified Personnel The Governing Board approved the following employments, resignations, retirements, promotions, leaves of absence, cancellations of employment, and/or terminations of classified personnel:

New Employment  1. Carrasco, Sandra Campus Monitor \$11.00 09/18/19						
1.	Carrasco, Sandra	Campus Monitor \$11.00				
2.	Enriquez, Jessica	Bus Monitor	09/11/19			
3.	Franco, Ana	Campus Monitor	\$11.00	09/25/19		
4.	McCune, Paul	Warehouse Specialist Delivery Driver	\$14.07	09/25/19		
5.	Odum, Amber	Trainee School Bus Driver	\$12.07	09/18/19		
		<u>Rehire</u>				
1.	Alathary, Ruwaida	Campus Monitor	\$11.00	09/09/19		
	• •	-				
		<u>Position Change</u>				
1.	Enriquez, Jessica	From Bus Monitor to Ed. Assist Standard \$11.00		09/23/19		
2.	Nunez, Roberto	From Unit Operations Mgr to Operations Su	o Operations Supervisor\$43,958 09,			
3.	Robb, Sundae From Ed. Assist. Ortho to Ed. Assist. Sped. Resource\$11.00		09/23/19			
	Resignation					
1.	Andrade, Anthony	School Bus Driver	Personal Reasons	09/19/19		
2.	Cruz, Carol	Campus Monitor	Personal Reasons	09/12/19		
3.	Macquarie, Cheryl	School Bus Driver	Other Employment	09/23/19		
4.	Mendez, Cynthia	Campus Monitor	Personal Reasons	09/23/19		
5.	Monge, Jesus	Sub-Cleaner	Personal Reasons	05/24/19		
6.	Stonecypher, Dennis	Trainee School Bus Driver	Personal Reasons	09/16/19		
7.	Vargas, Nancy	Administrative Assistant	Personal Reasons	10/11/19		
8.	Wallace, Nickolaus	Unit Operations Manager	Personal Reasons	09/06/19		
9.	Webb, Donna	School Bus Operator Trainee	Personal Reasons	10/04/19		
	,	-				

of the Governing board		rage 5		<u>October 14, 2019</u>
1. Ayala, Yuridia Foo	d Service Worker	<u>Increase in Hours</u>	\$11.55	09/24/19
		New Hire Substitutes		
1. Lemus, Hector	Sub-Cleaner		\$11.00	09/16/19
2. Lopez, Fabian	Sub-Cleaner		\$11.00	09/25/19

Student Activity Fund

2019 as presented.

The following item was pulled for separate discussion.

**Fundraiser Activity** 

Requests

Ms. Wilson asked if the Board had to approve on-campus fundraisers. Ms. Bartels moved to approve the item and Mr. Aldama seconded the motion. Upon call to vote, the motion carried with votes in favor from Mr. Aldama, Ms. Bartels, Ms. Pimentel, Ms. Smith and Ms. Wilson, and the Governing Board approved the list of fundraiser activity requests as presented.

#### REPORTS AND INFORMATION ITEMS

None at this time.

#### **ACTION ITEMS**

National School Boards Association Annual

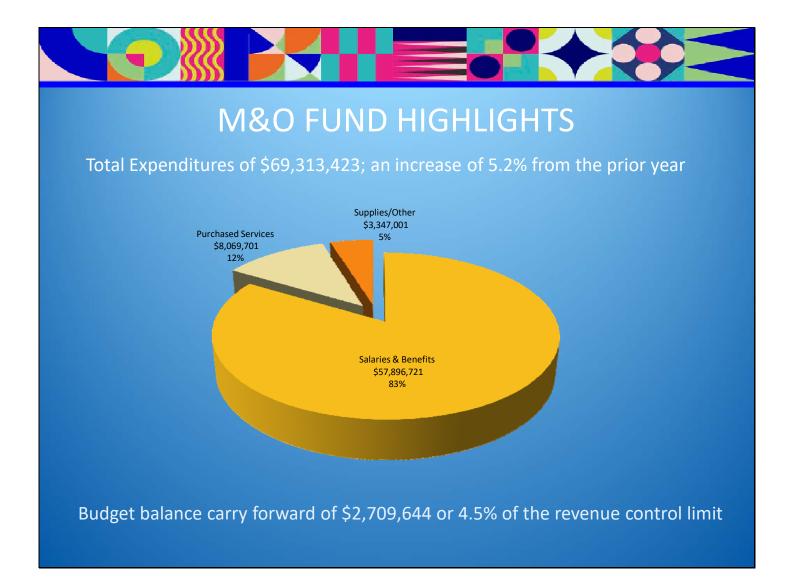
Conference

Ms. Segotta-Jones recommended the Governing Board approve Governing Board members and administrators to be named to attend the National School Boards Association Annual Conference in Chicago, Illinois, from April 2-6, 2020. Ms. Bartels moved to approve the recommendation as stated and Ms. Wilson seconded the motion. Upon call to vote, the motion carried with votes in favor from Ms. Bartels, Ms. Wilson, Mr. Aldama, Ms. Pimentel and Ms. Smith.

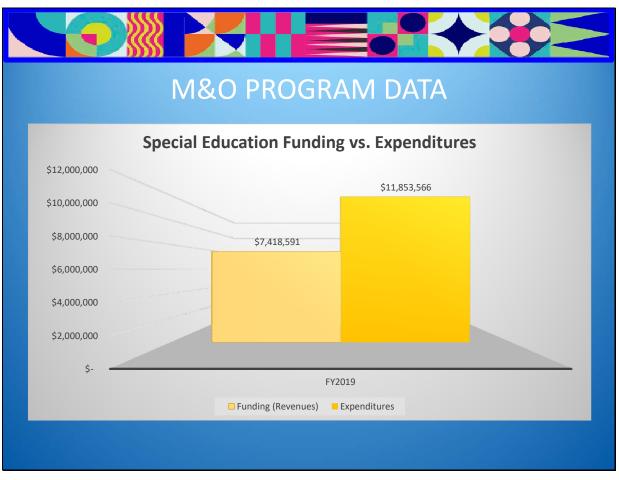
#### Annual Financial Report

Ms. Segotta Jones recommended the Governing Board approve the Annual Financial Report for Fiscal Year 2018-2019 as presented. Ms. Valerie Caraveo provided the following report:





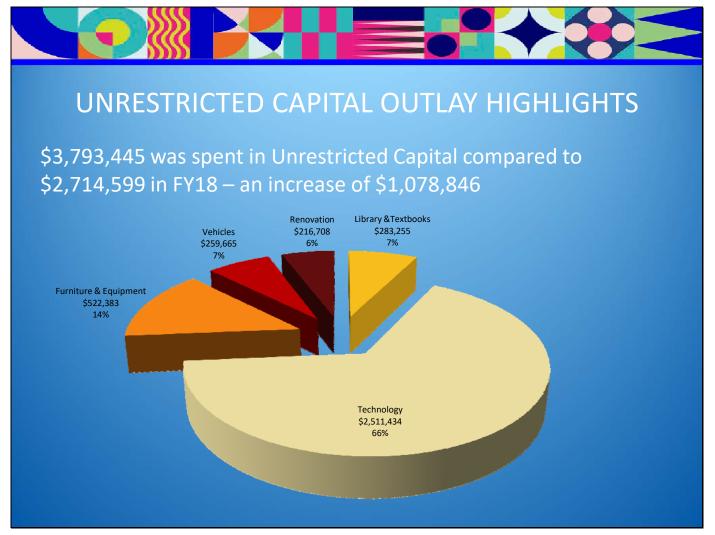


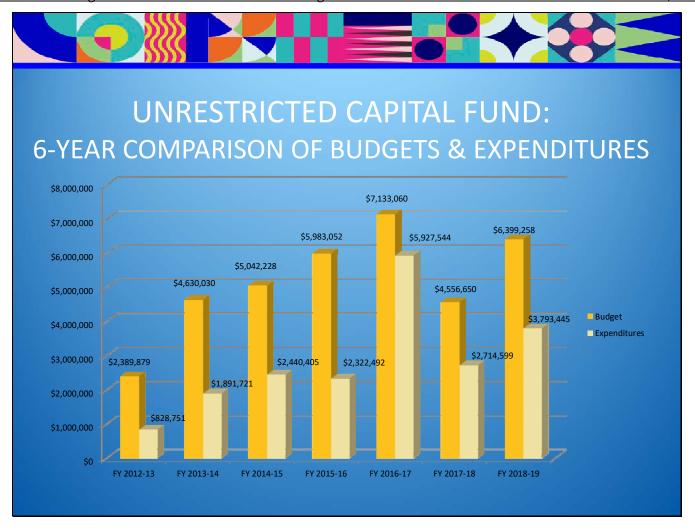




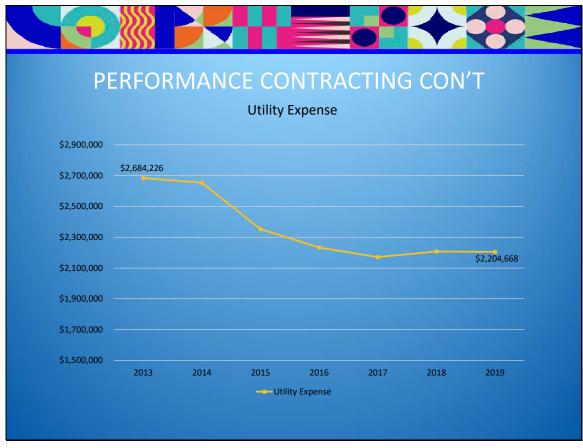






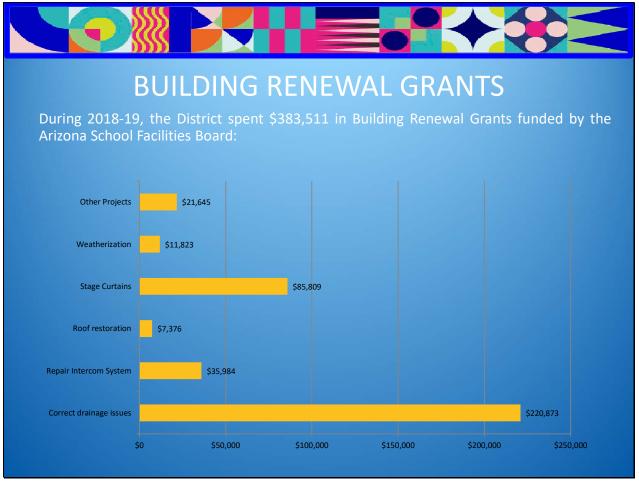


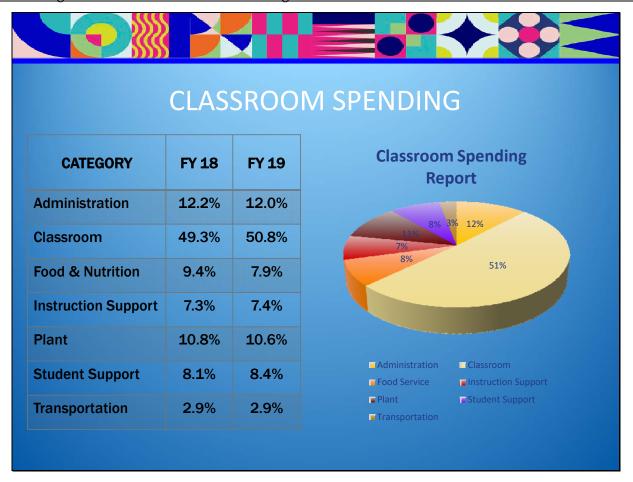














Mr. Aldama asked what the exact budget balance carryforward was for fiscal year 2019. He'd like clarification that this money will go towards salaries and benefits.

Ms. Smith inquired about the Auditor General Classroom Spending report and how the District's classroom spending amounts are reflected in the budget.

Ms. Smith inquired about the disparity in special education funding versus expenditures.

Mr. Aldama asked when steps would be taken to cut back on transportation and other expenses in order to avoid cuts to salaries. He would like to know how much of these expenses are unnecessary.

Mr. Aldama thanked staff for their work with performance contracting to maximize resources.

Mr. Aldama inquired how much of the bond funds have been spent down. He asked if bond debt could be refinanced at this time with the lower interest rates.

Mr. Aldama asked for more information about the classroom spending calculation projections. Mr. Barragan can provide charts with data going to back to 2008 to illustrate trends fully.

Ms. Wilson moved to approve the recommendation as stated and Ms. Bartels seconded the motion. Upon call to vote, the motion carried with votes in favor from Ms. Bartels, Ms. Wilson, Mr. Aldama, Ms. Pimentel and Ms. Smith.

Trust Board Member Ms. Segotta-Jones recommended the Governing Board approve the appointment of Ms. Teresa Wong to fill the vacant Trust Board position. Ms. Wilson moved to approve the recommendation as stated and Ms. Pimentel seconded the motion. Upon call to vote, the motion carried with votes in favor from Ms. Bartels, Ms. Wilson, Mr. Aldama, Ms. Pimentel and Ms. Smith.

#### Superintendent's Strategic Goals and Performance Pav Criteria

The Governing Board discussed the Superintendent's strategic goals and discussed and considered taking action to approve the Superintendent's Performance Pay Criteria for the 2019-2020 school year. Ms. Segotta-Jones provided proposed/draft District and Superintendent strategic goals to help guide discussion. Performance pay was previously awarded with 40% tied to administrative standards and 60% tied to strategic goals.

Mr. Aldama raised questions about the goal related to financial solvency and holding the Superintendent accountable for things outside her control.

Ms. Smith would like the Classroom Spending report to be included in the indicators for the financial solvency goal.

Ms. Smith asked to have more information included in the weekly discipline report to show progress towards goal six.

Ms. Smith requested to have timelines for the goals to state when things will be completed and towards the items to be achieved.

Mr. Aldama expressed support for continuing the 60/40 split for performance pay criteria.

Ms. Wilson and Ms. Smith would like to have the goals at a higher portion, perhaps 70/30. Ms. Smith would like to have the goals brought back with timelines.

Ms. Pimentel supported the 70/30 split.

Ms. Segotta-Iones clarified how each portion will be calculated based upon the 1-4 rubric scoring.

Mr. Aldama asked how much evaluation instruments weigh for other staff in relation to their performance pay. Teachers are at 67% for the evaluation, and administrators are at 50%. The Board discussed issues with the format of the superintendent's evaluation instrument.

Ms. Pimentel suggested using 11% for each goal, and 34% for the evaluation instrument.

Ms. Segotta-Jones added that criteria could be aligned with teachers and administrators by tying 50% to the evaluation instrument, 25% to goals, and 25% to academic achievement. The academic growth could be based on school letter grades, benchmark assessments, or other indicators. One suggestion is to require 75% of schools to have a C or better letter grade.

Ms. Bartels moved to approve performance pay criteria with the 50/25/25 split between the evaluation, strategic goals, and academic achievement (75% of schools with letter grade C or better), as discussed, and Mr. Aldama seconded the motion. Upon call to vote the motion carried with votes in favor from Ms. Bartels, Ms. Wilson, Mr. Aldama, Ms. Pimentel and Ms. Smith.

Resolution

The Governing Board will discuss and consider taking action to approve the proposed resolution in support of the 2020 United States Census. Ms. Pimentel moved to approve the resolution as presented and Ms. Wilson seconded the motion. Upon call to vote, the motion carried with votes in favor from Ms. Bartels, Ms. Wilson, Mr. Aldama, Ms. Pimentel and Ms. Smith.

Ms. Bartels asked to have the resolution posted as soon as possible.

#### **DISCUSSION ITEM**

Governing Board Self Evaluation

The Governing Board discussed the annual self-evaluation process pursuant to Board Policy BAA Evaluation of School Board. Ms. Segotta-Jones provided a suggested rubric for use as a guideline in completing the self-evaluation. The rubric includes indicators for each area of the evaluation to assist in assigning scores. The Board reviewed the proposed rubric.

Mr. Aldama suggested including under Section B Number 2, communication through the Superintendent.

The Board members will complete their evaluations and return them to Ms. Powell by November 1<sup>st</sup> to compile for the November 7<sup>th</sup> Board meeting. The instrument and rubric will be emailed to the Board.

#### **FUTURE MEETINGS**

Future Meetings and

Agenda Item Request A list of upcoming meetings was reviewed. The next meeting is November 7, 2019. Ms. Segotta-Jones noted salaries, extra duty pay and supplemental pay will be brought forward to the Board in response to a lawsuit in another school district in which Board approval has not been sought for those items. She asked to move the strategic plan to the December meeting to allow time for more stakeholder feedback. The meeting will begin at 5:30. The November 21st meeting will be vacated unless any items become necessary for that date.

> Governing Board Members were given the opportunity to request items to be included on future meeting agendas for discussion, information and/or action. Ms. Smith asked to have discussion regarding the superintendent's evaluation tool. Ms. Segotta Jones suggested having this discussion in June when the 2020-2021 performance pay criteria is determined.

#### SUMMARY OF BOARD AND SUPERINTENDENT CURRENT EVENTS

Ms. Segotta-Jones shared it is National School Lunch Week. She welcomed everyone back from break. She noted the new banner to be the 'I' in kind.

Ms. Pimentel welcomed everyone back from fall break.

Ms. Wilson asked to have information about upcoming holiday performances at schools.

Ms. Bartels noted the flag football finals are taking place tomorrow. She thanked Kiwanis for reading to students at Glendale American this morning.

Ms. Smith welcomed everyone back from break.

#### **ADJOURNMENT**

Ms. Bartels moved to adjourn the meeting and Ms. Pimentel seconded the motion. Upon call to vote, Ms. Wilson, Ms. Bartels, Mr. Aldama, Ms. Pimentel and Ms. Smith voted 'aye', the motion carried and the regular meeting adjourned at 5: 29 p.m.

Submitted by:
Elizabeth Powell, Executive Assistant
Approved by:
Brenda Bartels, Clerk of the Board
Date: November 7, 2019

### **ACTION AGENDA ITEM**

AGENDA NO: <u>5.B.</u> TOPIC: <u>Ratification of Vouchers</u>

SUBMITTED BY: Ms. Valerie Caraveo, Director of Finance

RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent for Financial and Auxiliary Services

DATE ASSIGNED FOR CONSIDERATION: November 7, 2019

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.

Expense Vouchers				
	Voucher			
Date	#	Amount		
9/19/2019	2021	\$1,347.65		
9/19/2019	2022	\$104,485.19		
9/19/2019	2023	\$952,289.26		
9/19/2019	2024	\$3,451.00		
9/19/2019	2025	\$100.00		
9/26/2019	2026	\$603,617.03		
9/26/2019	2027	\$687,048.20		
10/3/2019	2028	\$422,243.08		
10/3/2019	2029	\$94,577.49		
10/10/2019	2030	\$698,870.25		
10/10/2019	2031	\$105,488.54		
10/10/2019	2032	\$1,977.65		
	Total:	\$3,569,662.50		

Payroll Vouchers			
Date	Voucher	Amount	
9/26/2019	10	\$1,104.24	
10/4/2019	13	\$11,958.25	
10/9/2019	1007	\$2,849,807.95	
10/15/2019	15	\$158,212.50	
	Total:	\$3,021,082.94	

### **ACTION AGENDA ITEM**

AGENDA NO: <u>5.C.</u> TOPIC: <u>Acceptance of Gifts</u>

SUBMITTED BY: Ms. Valerie Caraveo, Director of Finance and Purchasing

RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent for Financial and Auxiliary Services

DATE ASSIGNED FOR CONSIDERATION: November 7, 2019

RECOMMENDATION:

<u>It is recommended the Governing Board approve acceptance of the following gifts offered to the District.</u>

#### **RATIONALE:**

Donor	Description	Cash Amount or Estimated Value	Recipient
Edward Jones	School supplies	\$500.00	Bicentennial South
Kroger	Gift to school	\$117.01	Bicentennial South
Peter Piper Pizza	Gift to student council	\$289.38	Burton
Kona Ice	Gift to student council	\$12.00	Burton
Donors Choose	"The Future is Now" project	\$1,103.96	Challenger
Donors Choose	"Chrombooks for Kids in Math" project	\$1,103.96	Challenger
Kroger	Gift to school	\$7.92	Challenger
Surf N Chess	10 Chess sets	\$120.00	Coyote Ridge
Kona Ice	Gift to school	\$72.00	Desert Garden
Kroger	Gift to school	\$80.35	Desert Garden
Peter Piper Pizza	Gift to school	\$689.56	Desert Garden
Kroger	Gift to school	\$41.86	Desert Spirit
Kroger	Gift to school	\$127.04	Discovery
Home Depot	Gift cards (3)	\$303.24	Districtwide
Musical Instrument Museum	Books for libraries/music/band class	<u>\$910.80</u>	Districtwide
Donors Choose	"Maker Space Lego Creativity" project	\$250.38	Horizon
Walmart	Gift to school	\$1,000.00	Horizon
Horizon PTA	Gift to school	\$5,454.04	Horizon
St. Vincent de Paul	Crayola markers (3 cases)	\$280.00	Imes
St. Vincent de Paul	Uniform shirts	\$800.00	Imes
Joann Fabrics	Craft supplies for family events	\$5,000.00	Imes
Kroger	Gift to school	\$46.05	Smith
Act One	3rd grade trip to Spotlight Youth Theater	\$400.00	Sunset Vista
Act One	1st grade trip to Scottsdale Center for Performing Arts	\$400.00	Sunset Vista
Act One	2nd grade trip to Mesa Arts Center	\$400.00	Sunset Vista
Act One	4th grade trip to Spotlight Youth Theater	\$400.00	Sunset Vista
Act One	5th grade trip to Peoria Center for Performing Arts	\$400.00	Sunset Vista
Donors Choose	"Adventures in Droning" project	\$341.84	Sunset Vista
Peter Piper Pizza	Gift to school	\$556.77	William C. Jack

### **ACTION AGENDA ITEM**

AGENDA NO:5.D. TOPIC:Certified Personnel Report
SUBMITTED BY: <u>Ms. Jacque Horine, Director of Human Resources</u>
RECOMMENDED BY: Ms. Deby Valadez, Assistant Superintendent for Human Resources
DATE ASSIGNED FOR CONSIDERATION: November 7, 2019

#### 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. Delprete, Guy	Teacher	\$49,500	10/14/19
2. Hoffer, Ashley	Teacher	\$41,250	10/14/19
3. Rivera, Alisha	Teacher	\$42,000	10/14/19
4. Rock, Timothy	Teacher	\$45,750	10/14/19
	Memorandum of Understandin	าฐ	
1. Falvey, Jeremiah	Teacher	-3	10/14/19
	Resignation		
1. Cobb, Joseph	Teacher	Personal Reasons	10/30/19
2. Delprete, Guy	Teacher	Personal Reasons	10/16/19
3. Jones, Johnny*	Teacher	Personal Reasons	10/14/19
4. Levinson, Cynthia	Teacher	Personal Reasons	10/14/19
5. Richman, Bryan	Principal	Other Employment	11/27/19
6. Rivera, Alisha	Teacher	Personal Reasons	10/24/19
*Recommend liquidated damages fee ap	plied per contract		
	Change of Position		

#### <u>Change of Position</u>

1. Hernandez, Erica from Ed Assist to Substitute Teacher 10/16/19

### **ACTION AGENDA ITEM**

AGENDA NO: <u>5.E.</u> TOPIC: <u>Classified Personnel Report</u>
SUBMITTED BY: Mr. Brian Duguid, Coordinator for Human Resources
RECOMMENDED BY: Ms. Deby Valadez, Assistant Superintendent for Human Resources
DATE ASSIGNED FOR CONSIDERATION: November 7, 2019

RECOMMENDATION:					
It is recommended the Governing Board approve the employments, resignations, retirements, promotions, leaves of absence, cancellations of employment, and/or terminations of classified personnel.					
		New Employment			
1. Alvarado, Miriam		Receptionist	\$14.78	10/03/19	
2. Bazrouk, Dianna		Campus Monitor	\$11.00	10/23/19	
3. Candelaria, Angie		Bus Monitor	\$11.00	10/04/19	
4. Esquer-Gil, Maria		Food Service Worker	\$11.00	10/14/19	
5. Gamez, Angelica		Campus Monitor	\$11.00	10/28/19	
6. Gomez, Shanik		Ed. Assist. SPED Self Contained	\$12.71	10/14/19	
7. Johnson, TaShay		Ed. Assist. Ortho Impaired	\$11.00	10/14/19	
8. Jones, Daniel		Warehouse Textbook Adoption Spec		10/15/19	
9. Music, Indira		Ed. Assist. CC-LS	\$12.07	10/04/19	
10. Narlesky, Samuel		Trainee School Bus Driver	\$12.07	10/02/19	
11. Ramirez, Claudia		Campus Monitor	\$11.00	10/02/19	
12. Rueda, Elizabeth		Bus Monitor	\$11.00	10/18/19	
13. Silavong, Crissy		Ed. Assist. Sped SE-CD	\$12.85	10/02/19	
14. Sosa, Araceli		Administrative Secretary	\$15.15	10/23/19	
15. Valladares, Lizzett		Campus Monitor	\$11.00	10/23/19	
		Rehire			
1. Ortega, Monica		Ed. Assist. Sped Preschool	\$12.07	10/04/19	
2. Valenzuela, Jocelyn		Sub Ed. Assist.	\$11.00	09/19/19	
zi varenzaeta, joeeryn		oud Eur rissisti	Ψ11.00	00, 10, 10	
		<u>Position Change</u>			
1. Benney, Kristina		Ed. Assist. CC-SE to Ed. Assist. Standa		10/14/19	
2. Castro, Patricia		Ed. Assist. CC-LS to Ed. Assist. Standa		10/02/19	
3. Peace, Lemuel		Campus Monitor to Resource Ed. Assi		10/21/19	
<b>4.</b> Valenzuela, Judith	From	Campus Monitor to Lead Custodian	\$14.09	10/07/19	
		<b>Resignation</b>			
1. Appenauer, Sherry	Schoo	l Bus Driver	Other Employment	10/01/19	
2. Barron, David		l Bus Driver	Other Employment	10/31/19	
3. Farley, Michelle		us Monitor	Personal Reasons	09/30/19	
4. Harp, R'Mand		ssistSpecial ED SE-CD	Other Employment	10/16/19	
5. Hertan, William		l Bus Driver	Personal Reasons	10/04/19	
6. Monge, Yadira		leaner	Personal Reasons	08/06/19	
7. Odum, Amber		ee School Bus Driver	Personal Reasons	09/19/19	
8. Peterson, Tina		l Bus Driver	Personal Reasons	08/21/19	
9. Schwakopf, Samantha	Camp	us Monitor	Personal Reasons	09/18/19	
		New Hire Substitutes			
1. Barreto, Cynthia		Sub-Cleaner	\$11.00	10/14/19	
2. Luzania-Maldonado, Ani	naura	Ed. Assist. Sped Resource	\$11.00	09/30/19	
3. Mercado, Denisse		Ed. Assist. Sped CC-LS	\$12.07	10/02/19	

## **ACTION AGENDA ITEM**

AGENDA NO: _5.F. TOPIC: Student Activity Fund Balance Satement
SUBMITTED BY: Ms. Courtney Piña, Accounting Budget Supervisor
RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent for Financial and Auxiliary Services
DATE ASSIGNED FOR CONSIDERATION: November 7, 2019
RECOMMENDATION:
It is recommended the Governing Board approve the Student Activity Fund Balance Satement for month end of September 30, 2019 as presented.

### **RATIONALE:**

Balance statement attached.



## STUDENT ACTIVITY FUND MONTH END REPORT 2019-2020 SEPTEMBER 30, 2019

SCHO	OL	BEGINNING CASH BALANCE	YEAR TO DATE REVENUE	YEAR TO DATE EXPENDITURES	CASH BALANCE
101	LANDMARK	\$13,711.70	\$6,382.61	\$7,355.11	\$12,739.20
102	ISAAC IMES	\$10,832.10	\$13,050.26	\$10,942.21	\$12,940.15
103	HAROLD W. SMITH	\$2,945.01	\$1,692.21	\$3,151.82	\$1,485.40
104	MELVIN E. SINE	\$7,025.37	\$13,902.02	\$13,838.78	\$7,088.61
105	WILLIAM C. JACK	\$4,228.31	\$4,430.90	\$6,045.00	\$2,614.21
106	DON MENSENDICK	\$3,698.65	\$1,599.40	\$512.36	\$4,785.69
107	GLENN F. BURTON	\$5,212.55	\$7,752.25	\$7,812.87	\$5,151.93
108	GLENDALE AMERICAN	\$1,456.32	\$2,908.13	\$741.67	\$3,622.78
109	BICENTENNIAL NORTH	\$428.65	\$7,070.93	\$4,627.65	\$2,871.93
110	HORIZON	\$2,040.06	\$1,823.90	\$1,368.43	\$2,495.53
111	CHALLENGER	\$1,631.28	\$14,734.79	\$13,544.87	\$2,821.20
112	BICENTENNIAL SOUTH	\$1,601.25	\$260.99	\$630.81	\$1,231.43
113	DISCOVERY	\$1,765.20	\$8,919.49	\$5,549.11	\$5,135.58
114	DESERT GARDEN	\$4,858.34	\$334.06	\$3,631.79	\$1,560.61
115	COYOTE RIDGE	\$3,494.68	\$2,785.89	\$2,969.90	\$3,310.67
116	DESERT SPIRIT	\$4,439.65	\$13,155.43	\$13,332.79	\$4,262.29
117	SUNSET VISTA	\$993.08	\$7.22	\$0.00	\$1,000.30
	TOTAL:	\$70,362.20	\$100,810.48	\$96,055.17	\$75,117.51

### **ACTION AGENDA ITEM**

AGENDA NO: 5.G. TOPIC: Surplus Property Disposal
SUBMITTED BY: Mr. Wyatt Bender, Fixed Assets Specialist
RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent for Financial and Auxiliary Services
DATE ASSIGNED FOR CONSIDERATION: November 07, 2019
RECOMMENDATION:
It is recommended the Governing Board approve the items listed as surplus property and grant permission to dispose of them through public auction, salvage company and/or donation to local non-profit(s), and remove them from the asset listing.

#### **RATIONALE:**

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

<sup>\*</sup> See Attached

GESD Asset #	Serial #	Description
339513	R9-0LKMXQ	Lenovo Thinkpad
328900	N/A	Laptop Security Cart
328471	N/A	Laptop Security Cart
328899	N/A	Laptop Security Cart
328472	N/A	Laptop Security Cart
328927	N/A	Laptop Security Cart
N/A	N/A	Student Desks (Lot Of 62)
N/A	N/A	Tables (Lot Of 7)
N/A	N/A	Chairs (Lot Of 15)
330257	RE-0601-04-A-0150	Lightspeed Audio System
N/A	N/A	Assorted VCR/Cassette Audio Equipment
322104	N/A	SOFTWARE Webpath Express
322113	N/A	SOFTWARE Kid Pix
322122	N/A	SOFTWARE Achieve Now License
322312	N/A	SOFTWARE Accelerated Math
322344	N/A	SOFTWARE Reaching Up Program
322332	N/A	SOFTWARE Tetradata
324009	N/A	SOFTWARE Active Virus Suite
324257	N/A	SOFTWARE Nettrekker
324323	N/A	SOFTWARE Caftrac
332047	N/A	SOFTWARE Announce
333563	N/A	SOFTWARE Solution Announce Paging
333875	N/A	SOFTWARE Microsoft
315537	N/A	SOFTWARE Netware
315557	N/A	SOFTWARE Netware
315560	N/A	SOFTWARE Netware
319569	N/A	SOFTWARE New Century
307806	1GBHR34KXHJ147037	1987 Chevrolet Truck #16
324333	2G1WF52E239446605	2003 Chevrolet Impala
N/A	N/A	Teacher Desks (2)
N/A	N/A	Student Desks (12)
N/A	N/A	Table
N/A	N/A	Chairs (22)
N/A	N/A	Book Shelf
N/A	N/A	Filing Cabinets (2)

### **ACTION AGENDA ITEM**

AGENDA NO: 5.H. TOPIC: Travel

SUBMITTED BY: Ms. Cindy Segotta-Jones, Superintendent

RECOMMENDED BY: Ms. Cindy Segotta-Jones, Superintendent

DATE ASSIGNED FOR CONSIDERATION: November 7, 2019

#### RECOMMENDATION:

<u>It is recommended the Governing Board approve and ratify the requests for employee out-of-county travel as presented.</u>

Traveler	Purpose/Location	Dates	Cost
Alejandrina Garcia Chris Kane Yolanda Camacho Jessica Johnson	OELAS Conference Tucson, AZ	Dec 10-13	\$3,916 Title I & II
Catherine Laser Victoria Murrell Mariah DeJovine Rhonda Jackino Samantha Moyer	OELAS Conference Tucson, AZ	Dec 11-13	\$5,230 Title I
Mike Barragan Valerie Caraveo	ASBO International Executive Leadership Forum New Orleans, LA	Feb 13-15	\$3,148 <i>M&amp;O</i>
Regina Logan Shannon Gleave Jessica Valdez	School Nutrition Association Legislative Action Conference Washington, D.C.	March 7-11	\$6,105 Food Service
Cindy Segotta Jones Gerry Petersen Incorvaia	Learning and the Brain Conference New York, NY	April 30-May 3	\$4,472 Title 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 prior to departure date to ensure Board approval.

Name of Traveler(s):		Alejandrina Garcia, Language Acquisition Director Chris Kane Language Acquisition AA Yolanda Camacho, 5 <sup>th</sup> Grade Teacher Jessica Johnson, 6 <sup>th</sup> Grade Teacher			
Working at School/Department		Language Acquisition Department			
Reason for Travel:		2019 Office of English Language Acquisition Services (OELAS) Conference-Arizona Department of Education			
Traveling to:		JW Marriott Starr Pass Tucson, AZ			
Dates of Travel:		December 10 <sup>th</sup> – December 13 <sup>th</sup> , 2019			
Substitute Needed / Dates:		none			
	Code		Cost	Requisition Number	
Charge Sub to:	100.100.1000.6320.5		\$720		
	190.100.2570.6360.500.561.0000 100.100.2213.6360.500.567.0000		\$790 \$700		
Charge Registration to:	100.100.2213.0300.3		\$790		
Charge Airline/Bus to:					
Charge Meal/Lodging to:	190.100.2570.6580.500.561.0000 100.100.2213.6580.500.567.0000		\$786 \$786		
	190.100.2570.6580.500.561.0000		\$786 \$22		
Charge Auto Mileage to:	100.100.2213.6580.500.567.0000		\$22		
	Total Cost of Travel		\$3916		
APPROVEDBY:	DATE				
Approved	Not Approve	ed By th	ne Governing Board on_		

### 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): Alejandrina Garcia, Language Acquisition Coordinator and

Chris Kane, Language Acquisition Achievement Advisor, Yolanda Camacho, 5<sup>th</sup> Grade Teacher, and

Jessica Johnson, 6<sup>th</sup> Grade Teacher

Conference/Workshop Title: 2019 ADE- Office of English Language Acquisition

Services (OELAS)

(Reason for Travel) Annual Conference at the JW Marriott Starr Pass in

Tucson, AZ

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

The conference will provide GESD with valuable information to be used in the implementation of the English Language Development (ELD) 2-hour instructional model. This conference will provide meaningful professional development opportunities for educators and teacher trainers of ELLs, designed to help meet the unique challenges faced in the Structured English Immersion program model.

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

The information will be shared with the seventeen school Language Acquisition Lead Teachers, school level Achievement Advisors, and school leadership through collaborative meetings and professional development sessions.

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

The conference is sponsored every year by the Arizona Department of Education to assist districts with State directed compliance mandates concerning the implementation of the ELD instructional model; the implementation of language development instructional methodologies; after school programs and services for English language learners and their families. The conference connects to the district and department goals: for 1) increasing achievement for all students and 2) eliminate the achievement gap.

### 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): <u>Catherine</u>	Laser, Victoria Murrell, Marial	DeJovine, Rhonda Jackin	no, Samantha Moyer		
Working at School/Department:	Bicentennial South				
Reason for Travel:	OELAS Conference				
Traveling to:	Tucson, AZ				
Dates of Travel:	Dec. 11-13, 2019				
Substitute Needed/Dates:	Dec. 11-13, 2019				
	Code	Cost	Requisition Number		
Charge Sub to:	100.100.2210.6320.112.112.0000	\$1,200			
Charge Registration to:	100.100.2570.6360.112.112.0000 100.100.2213.6360.112.112.0000	\$395 \$1,580			
Charge Airline/Bus to:		\$			
Charge Meal/Lodging to:	100.100.2570.6580.112.112.0000 100.100.2213.6580.112.112.0000	\$294 \$1,176			
Charge Auto Mileage to:	100.100.2570.6580.112.112.0000 100.100.2213.6580.112.112.0000	\$117 \$468			
	Total Cost of Travel	\$ 5,230			
APPROVED BY:		DATE			
ApprovedN	ot Approved By the G	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.

with the Travel Request I office
Name of Traveler(s): Catherine Laser, Victoria Murrell, Mariah DeJovine, Rhonda Jackino, Samantha Moyer
Conference/Workshop Title: OELAS Conference (Reason for Travel)
<ol> <li>Relevance of conference/workshop to employee(s) work responsibilities:         To provide our ELD teachers with additional PD in ELL instructional strategies.         Our data shows that our ELL diverse population is not making the necessary gains, especially in the area of reading and writing.     </li> </ol>
2. How will employee(s) share information with colleagues? Teachers and admin. attending this conference will be sharing debriefing and sharing new learning. Teacher implementation of new learning will be monitored through classroom walk throughs. ELD teachers will also be sharing instructional strategies during their ELD meetings.
3. How is the conference/workshop related to district, school or department goals and or objectives?
One of our site's greatest areas of need is our ELL population in the area of reading. The OELAS conference will provide our teachers with specific PD to allow them to better support our ELL population and learn best practices for this population. Sessions designed for admin will aslo be offered so we are able to better monitor and support our ELD teachers.

#### 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):	of Traveler(s): <u>Mike Barragan and Valerie Caraveo</u>			
Working at School/Departn	nent: <u>Finance and Au</u>	xiliary Services		
Reason for Travel:	ASBO Internation	ASBO International Executive Leadership Forum		
Traveling to:	New Orleans. Lo	New Orleans. Louisiana		
Dates of Travel: February		, 2020		
Substitute Needed/Dates:	None required			
	Code	Cost	Requisition Number	
Charge Sub to:	N/A	\$0.00		
Charge Registration to:	001.100.2570.6360.500.570.0000	\$998	N/A	
Charge Airline/Bus to:	001.100.2510.6580.500.570.0000	\$1200		
Charge Meal/Lodging to:	001.100.2510.6580.500.570.0000	\$950		
Charge Auto Mileage to:	N/A	\$0.00		
	Total Cost of Travel	\$3,148.00		
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):	Mike Barragan and Valerie Caraveo		
Conference/Workshop Title:	ASBO Executive Leadership Forum		
(Reason for Travel)			

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

This conference focuses on leadership specifically to lead with influence and challenge our own perspectives, provide strategies and techniques to lead our various departments effectively.

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

Knowledge gained from the conference will be shared with the Superintendent, members of the Executive Team (ET) and directors in ET meetings, Superintendent leadership meetings and/or Systems meeting(s).

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

By attending the ASBO International Leadership Conference, we will be provided research-based techniques that generate peak performance and positive environments to guide our teams in meeting department and district goals and objectives.

#### 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):	Regina Logan, Shannon Gleave and Jessica Valdez		
Working at School/Departmo	ent: <u>Food and Nutrition</u>		
Reason for Travel:	School Nutrition Associ	ation Legislative	Action Conference
Traveling to:	Washington DC		
Dates of Travel:	3/7/2020-3/11/2020		
Substitute Needed/Dates:	None Required		
	Code	Cost	Requisition Number
Charge Sub to:	None required	\$ 0	_
Charge Registration to:	510.100.3100.6360.580.0000	\$ 1455.00	_
Charge Airline/Bus to:	510.100.3100.6580.580.0000	\$ 1650.00	
Charge Meal/Lodging to:	510.100.3100.6580.580.0000	\$3000.00	
Charge Auto Mileage to:		\$ 0	
	Total Cost of Travel	6105.00	
APPROVED BY:		DATE	
Approved	Not Approved By the G	overning 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): Regina Logan, Shannon Gleave, and Jessica Valdez

Conference/Workshop Title: <u>School Nutrition Association Legislative Action Conference (LAC)</u> (Reason for Travel)

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

Will provide topics related to work responsibilities. Topics include: Operations, communications, marketing, and nutrition. This conference will allow me to learn the proposed regulation for child nutrition reauthorization in 2020. Food and Nutrition will use this information to ensure that our schools are in compliance with rules and regulations of NSLP.

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

Through meetings, district website and implementation of federal regulations

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

By attending LAC the Food & Nutrition Department will be prepared for changes of federal regulations to NSLP and ensure that the Food and Nutrition Department is in compliance in administrating the National School Lunch Program and continued implementation of the Healthy Hunger-Free Kids Act. This updated information with prepare us for our upcoming audit.

### 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):	Cindy Segotta-Jones, Gerry Petersen-Incorvaia		
Working at School/Department:	District Office		
Reason for Travel:	Learning and the B	Learning and the Brain Conference	
Traveling to:	New York, New Yo	New York, New York	
Dates of Travel:	April 30-May 3	April 30-May 3	
Substitute Needed/Dates:	None Needed		
	Code	Cost	Requisition Number
Charge Sub to:	100.100.2570.6360.500.567.0000	\$0	
Charge Registration to:	100.100.2570.6580.500.567.0000	\$1376	
Charge Airline/Bus to:	100.100.2570.6580.500.567.0000	\$1000	
Charge Meal/Lodging to:	100.100.2570.0500.500.507.0000	\$2096	
Charge Auto Mileage to:			
	Total Cost of Travel	\$4472	
APPROVED BY:		DATE	
ApprovedN	Not Approved By the C	Governing Board on	date
			uait

### 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): Cindy Segotta-Jones, Gerry Petersen-Incorvaia

Conference/Workshop Title: Learning and the Brain Conference: Schooling the Self

(Reason for Travel) Learn how using Brain Science Promotes Self-Awareness, Acceptance,

Confidence, and Compassion for Academic Achievement

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

Connecting student self-efficacy, confidence and empowerment to academic achievement is where GESD is at in its organizational learning. Leading brain research pedagogues are facilitating learning for educators to not only understand the research behind this work, but how to implement it systematical and systemically. Some objectives are: learn ways students' self-concepts and beliefs affect learning, learn how children's sense of self and worth develop early in life, learn ways to cultivate self-awareness, acceptance, esteem and confidence, and learn ways to incorporate self-care in teaching.

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

  The information will be shared through a variety of venues. The information will inform district and site professional learning for all stakeholders. The professional learning will take place in site leadership meetings, collaborative teams, site professional development, districtwide professional development, coffee talks and parent classes.
- 3. How is the conference/workshop related to district, school or department goals and or objectives? The conference relates to two district goals: Increasing Student Achievement and Implementing Socio-Emotional Learning and Wellness.

#### GLENDALE ELEMENTARY SCHOOL DISTRICT

#### **ACTION AGENDA ITEM**

AGENDA NO: 5.I. TOPIC: Food Program Permanent Service Agreement
SUBMITTED BY: Ms. Shannon Gleave, Director of Food and Nutrition
RECOMMENDED BY: Mr. Mike Barragan, Assistant Superintendent for Financial and Auxiliary Services
DATE ASSIGNED FOR CONSIDERATION: November 7, 2019
RECOMMENDATION:
<u>It is recommended that the Governing Board approve to Approve the Food Program Permanent Service</u> <u>Agreement with the Arizona Department of Education Child Nutrition Program as submitted.</u>

#### **RATIONALE:**

The Glendale Elementary School District Food and Nutrition Department participates in the National School Breakfast and Lunch Programs. All 17 of the GESD schools participate in the program.

We are required to sign a "Food Program Service Agreement". This permanent agreement was approved and signed by the Board President on July 10, 2014. ADE has made revisions to Permanent Food Service Agreement and, it is necessary to update and re-submit this agreement to ADE.

Health and Nutrition Services 1535 West Jefferson Street Phoenix, Arizona 85007

# FOOD PROGRAM PERMANENT SERVICE AGREEMENT ADE Contract No. ED09-0001

Glen	dale Elementary District				
	OOL FOOD AUTHORITY (SFA)") Name of Applicant)				
Doing	Doing Business As (if applicable).				
This Agreement is entered into between the Arizona State Board of Education ("BOARD"), acting through the Arizona Department of Education ("AGENCY"), a state agency of the State of Arizona, and the SFA pursuant to Arizona Revised Statutes ("A.R.S.") §§ 15-203(B)(1) and 15-1152 (and § 11-951 et seq. if the SFA is a public agency). If the SFA is a public agency, the SFA is authorized to enter into this Agreement pursuant to					
(to be	completed by the SFA)				
	rpose of this Agreement is to effectuate the National Schtseq.) and the Child Nutrition Act ("CNA") of 1966, as a				
The SFA enters into this Agreement with the BOARD for participation in one or more of the following programs:					
1.	National School Lunch Program	(CFDA No. 10.555)			
2.	School Breakfast Program	(CFDA No. 10.553)			
3.	Special Milk Program	(CFDA No. 10.556)			
4.	Summer Food Service Program	(CFDA No. 10.559)			
5.	At-Risk Afterschool Meals Component of the CACFP	(CFDA No. 10.558)			



Health and Nutrition Services 1535 West Jefferson Street Phoenix, Arizona 85007

# FOOD PROGRAM PERMANENT SERVICE AGREEMENT ADE Contract No. ED09-0001

Revised Summer 2019

#### A. PROGRAM REIMBURSEMENT

The BOARD agrees, to the extent of funds available subject to Section L of this Agreement, to reimburse the SFA for the above designated programs operated by the SFA in accordance with the following regulations, and any amendments, which are applicable to such programs: National School Lunch Program ("NSLP") Regulations (7 CFR parts 210, 245), Special Milk Program Regulations (7 CFR part 215), School Breakfast Program Regulations (7 CFR part 220), Summer Food Service Program Regulations (7 CFR part 225), and At-Risk Afterschool Meals Program Regulations (7 CFR part 226). Reimbursement payments to be made by the BOARD shall be subject to the provisions of A.R.S. Title 35 relating to time and manner of submission of claims if not in conflict with federal law. The BOARD also agrees to donate foods in accordance with Donation of Foods for use in the United States, its Territories and Possessions and Areas under its Jurisdiction (7 CFR part 250), and any amendments thereto.

#### B. PROVISIONS FOR ACCEPTING FUNDS

The SFA agrees to accept federal funds and/or USDA Foods in accordance with applicable regulations as set forth in 7 CFR parts 210-250 and any amendments thereto, Office of Management and Budget ("OMB") Circular A-133 and A-122, as applicable, and to comply with all provisions of said rules and OMB circulars, AGENCY Child Nutrition Program ("CNP") Office Requirements, and with any instructions or procedures issued in connection therewith. The SFA further agrees to administer these programs funded under this Agreement in accordance with provisions of the uniform Federal assistance regulations (7 CFR part 3015) and provisions of the uniform administrative requirements (7 CFR parts 3016, 3019).

#### C. PROGRAM REQUIREMENTS OF THE SFA

The SFA agrees that, for each site listed on the site portion of the application, it will conduct the above designated program(s) in accordance with the U.S. Department of Agriculture ("DEPARTMENT") regulations and will conform to the following requirements in the conduct of each program (unless the requirement is restricted to a particular program):

#### 1. FOR NATIONAL SCHOOL LUNCH PROGRAM AND SCHOOL BREAKFAST PROGRAM ONLY

- a. Maintain a nonprofit food service and observe the limitations on the use of nonprofit food service revenues set forth in 7 CFR parts 210.14(a) and 220.7(e)(1). Comply with State Revenue Matching set forth in 7 CFR 210.17.
- b. Establish such policies and procedures as are necessary to control the sale of foods in competition with meals served under the program. The sale of all non-program food, as defined in 7 CFR part 210.14(f), may, at the discretion of the AGENCY and the SFA, be allowed in the food service area only if all income from the sale of such foods accrues to the benefit of the nonprofit school food service; and must comply with the nutrition standards of the Smart Snacks regulations of Public Law 111-296 the Healthy, Hunger-Free Kids Act of 2010.



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- **c.** Promote activities to involve students and parents in the National School Lunch and School Breakfast Programs.
- d. Plan menus in order to meet the requirements of Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 as set forth in 7 CFR parts 210.10 and 220.8.
- e. Maintain production and menu records for meals produced. These records must include all information necessary to support the claiming of reimbursable meals, and how meals contribute to meal pattern requirements, as set forth in 7 CFR parts 210.10 and 220.8. Production records shall include sufficient information to evaluate the menu's contribution to the nutrition standards and the appropriate calorie and nutrient levels for the age/grades of the children in the school, as identified in 7 CFR parts 210.10 and 220.8.
- f. Maintain and comply with a financial management system as prescribed by the AGENCY, 2 CFR part 200, and 7 CFR parts 210.14(c), 215.7(d), 220.7(e)(1) and 3016.
- g. Limit the net cash resources for its nonprofit school food service to an amount that does not exceed three months average expenditures, or such other amount as may be approved by the AGENCY in accordance with 7 CFR parts 210.14(b) and 220.7(e)(1).
- **h.** Serve lunches and/or breakfasts and/or after school care snacks during the designated periods, in accordance with 7 CFR parts 210.10 and 220.8, for the number of days specified on the application.
- i. Claim no more than one (1) lunch/breakfast/after school care snack per child per day per meal service.
- j. Price the meal as a unit. Make lunches/breakfasts/after school care snacks available without cost or at a maximum reduced price of forty (40) cents for lunch, fifteen (15) cents for snacks and thirty (30) cents for breakfast to all children who are determined by the SFA to be eligible for such meals under 7 CFR part 245.
- **k.** Claim reimbursement at the assigned rates only for reimbursable free, reduced-price and paid lunches and/or after school care snacks and/or breakfasts served to eligible children in accordance with 7 CFR parts 210 and 220.
- 1. Conduct verification in accordance with 7 CFR part 245.6a. Report verification results to the AGENCY no later than February 1, each year. Maintain copies of the verification report and all supporting documentation for the period indicated in Section M of this Agreement.
- m. Ensure that the SFA's designated official submitting the claim or his/her assigned representative shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 CFR part 210.8 and 220.11 governing claims for reimbursement. At a minimum the responsibilities should include:



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- 1. No less than one (1) on-site review of the meal counting and claiming system for the meal service for each school under its jurisdiction for a SFA with <u>more</u> than one site. The on-site review shall take place prior to February 1 of each school year. If the review discloses problems with a school's meal counting or claiming procedures, the SFA shall be required to develop and implement a corrective action plan and a follow-up on-site review must be conducted within forty-five (45) calendar days of the review to determine that the corrective action resolved the problems.
- 2. No less than two on-site reviews of the meal counting and claiming system for the after school care snack program, if implemented. The first review shall be made during the first four weeks of the school year that the school is in operation. Year-round schools or Residential Child Care Institutions shall review the snack program during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter. If the review discloses problems with a school's meal counting or claiming procedures, the SFA shall be required to develop and implement a corrective action plan and a follow-up on-site review must be conducted within forty-five (45) calendar days of the review to determine that the corrective action resolved the problems.
- 3. Perform edit checks that compare each school's daily counts of free, reduced-price, and paid lunch/breakfast against the product of the number of children in that school currently eligible for free, reduced-price and paid meals, respectively, multiplied by an attendance factor. This attendance factor will be developed by the AGENCY.
- 4. Submit claims for reimbursement in accordance with procedures established by the AGENCY. Claims for reimbursement not filed within sixty (60) days following the last day of the claiming month will be disallowed. Any exception to this requirement will be made at the discretion of the AGENCY and/or DEPARTMENT.
- 5. SFA shall maintain on file, each month's claim for reimbursement and all data used in the claims review process, by school, for the period indicated in Section M of this Agreement. All Food Service Management Company ("FSMC") contracts, and records which support such contracts, shall be maintained for the period indicated in Section M of this Agreement. The records which are to be kept for each program include:
  - (I) daily number of meals served to children, by category and type of meal;
  - (II) revenue from children's payments, federal reimbursement, food sales to adults, loans to the program, all a la carte sales and any other sources to demonstrate that the food service is being operated on a nonprofit basis. The revenue report shall show net cash resources or the information necessary for the AGENCY to compute net cash resources through a review or audit and annual financial report; and
  - (III) food service expenditures (supported by invoices, receipts or other evidence of expenditures).



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- **n.** Failure to submit accurate claims will result in the recovery of an over claim and may result in the withholding of payments, suspension or termination of the program as specified in 7 CFR parts 210.24, 210.25, 220.14, 220.18 and 220.19.
- o. The penalties specified in 7 CFR part 210.26 shall apply to any SFA who is found to engage in embezzlement, willful misapplication of funds, theft or fraudulent activity in regard to claims submitted.
- p. Count the number of free, reduced-price and paid reimbursable meals served to eligible children at the point of service. School sites approved for Special Assistance, Provision 2 Provision 3 or the Community Eligibility Provision (CEP) are exempt, except they shall do a total count of all children at the point of service.
- **q.** Upon request, make all accounts and records pertaining to its school food service available to the AGENCY and to the DEPARTMENT for audit or review, at a reasonable time and place.
- r. Maintain in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws, regulations and ordinances.
- s. Maintain necessary facilities for storing, preparing and serving food and milk in accordance with local health department requirements.
- t. Procurement practices shall be in accordance with the Arizona Procurement Code and Regulations (Charter schools are exempt as set forth in A.R.S. § 15-189.02), 2 CFR part 200 and 7 CFR parts 3015, 3016, 3019, 210.21, 215.14a and 220.16. All claims and controversies shall be subject to the Arizona Procurement Code, A.R.S. § 41-2501 et seq., and Arizona Administrative Code R7-2-1001 et seq. Procurement standards must be submitted to the AGENCY and will be considered a permanent document, unless changes are made by either party. Failure to follow established procedures in the procurement of FSMC services may result in non-renewal of SFA application to participate in the programs, or in withholding of reimbursement funds.
- u. Purchase, to the maximum extent practicable, only food products that are produced in the United States or products that are processed in the United States substantially using agricultural commodities that are produced in the United States for those programs as specified in 7 CFR parts 210.21(d) and 220.16(d) and in accordance with the Buy American Provision.
- v. Any contracting for the furnishing of meals or management of the entire food service under any program must be conducted in accordance with proper procurement procedures and must be done on a competitive basis in accordance with 7 CFR part 210.16. A FSMC entering into a contract with a SFA shall not subcontract for the total meal, with or without milk, or for the assembly of the meal. SFAs contracting with a FSMC shall comply with 7 CFR part 210.16.
- w. Submit proposed Invitation for Bid ("IFB")/Request for Proposal ("RFP") to the AGENCY for review and approval. Written approval of the IFB/RFP must be received from the AGENCY prior



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to advertising for bids/proposals. Submit copies of all contracts with FSMCs, along with a certification of independent price determination to the AGENCY prior to the beginning of program operations. Written approval must be received from the AGENCY prior to both parties entering into contract.

- x. Individuals with access to AGENCY technology systems associated with the administration of the program shall abide by the AGENCY Acceptable Use Policy, which covers the use of electronic communication networks and computer-based administrative applications of the AGENCY. This policy applies to all personnel using these intranet, extranet, internet and administrative resources, including, but not limited to, officials and employees of schools, school districts, charter schools and AGENCY. Access to AGENCY technology systems shall not be provided to consultants, consulting firms or FSMCs contracting with SFA. Individuals who fail to comply will be subject to further action.
- y. Each local educational agency participating in a program authorized by the NSLA and CNA shall establish a local school wellness policy that meets regulation set forth in 7 CFR 210.31. The policy must include, at a minimum, goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness, as well as nutrition guidelines for all foods available on campus to promote student health and reduce childhood obesity, and provide assurance that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum Federal standards as specified in Public Law 111-296, Section 204. SFAs must permit parents, students, and members of the general public to participate in the development, implementation and periodic review of the wellness policy. SFAs shall also tri-annually measure (and make available to the public) an assessment regarding the implementation of the wellness policy, including the extent to which schools under the jurisdiction of the local educational agency are in compliance with the policy, the extent to which the policy compares to model local school wellness policies, and a description of the progress made in attaining the goals of the policy.
- z. As defined in the NSLA, the SFA shall implement a school food safety program, to be applied to any facility or part of a facility in which food is stored, prepared or served for the purposes of the program, that complies with any hazard analysis and critical control point system established by the Secretary of Agriculture.
- aa. In accordance with 7 CFR parts 210.13(b) and 220.7(a)(2), schools shall obtain a minimum of two (2) food safety inspections during each school year conducted by a state or local governmental agency responsible for food safety inspections. They shall post in a publicly visible location a report of the most recent inspection conducted and provide a copy of the inspection report upon request. Sites participating in more than one (1) child nutrition program shall only be required to obtain two (2) food safety inspections per year if the nutrition programs offered use the same facilities for the production and service of meals.
- **ab**. SFAs that operate the National School Lunch Program, or the School Breakfast Program, must establish and implement professional standards hiring standards for school nutrition program



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directors; and professional standards training standards for directors, managers, and staff, as defined in 7 CFR 210.30.

#### D. ASSURANCE OF CIVIL RIGHTS COMPLIANCE

- The SFA hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the DEPARTMENT (7 CFR parts 15, 15a and 15b); U.S. Department of Justice Enforcement Guidelines (28 CFR parts 50.3 and 42); and AGENCY directives and guidelines to the effect that no person shall, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the SFA receives federal financial assistance from the AGENCY; and hereby gives assurance that it will immediately take any measures necessary to effectuate provisions of this Agreement.
- 2. This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance and the permission to use federal property or interest in such property, or the furnishing of services without consideration, at a nominal consideration or at a consideration which is reduced for the purpose of assisting the SFA, or in recognition of the public interest to be served by the furnishing of services to the SFA, or any improvements made with federal financial assistance extended to the program SFA by the AGENCY.
- 3. By accepting this assurance, the SFA agrees to compile data, maintain records and submit reports as required to permit effective enforcement of nondiscrimination laws and permit authorized AGENCY personnel during hours of program operation to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the AGENCY shall have the right to seek judicial enforcement of this assurance.
- 4. This assurance is binding on the SFA, its successors, transferees and assignees as long as such person or entity receives assistance or retains possession of any assistance from the AGENCY. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the program applicant.
- 5. AGENCY and SFA shall maintain information on civil rights complaints, if any, submitted and/or received by the SFA, AGENCY, and their resolutions.

#### E. EQUAL OPPORTUNITY/NON-DISCRIMINATION

The Parties of this Agreement shall comply with Executive Order 75-5 as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political



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affiliation, shall have equal access to employment opportunities and all other applicable state and federal employment laws, rules and regulations, including the American with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

#### F. RIGHT OF JUDICIAL ENFORCEMENT; CHOICE OF LAW

The SFA recognizes and agrees that federal financial assistance will be extended in reliance on the representations stated herein and in the Exhibits hereto and that the United States and the State of Arizona, individually or jointly, shall have the right to seek judicial enforcement of the Agreement. This Agreement is made in the State of Arizona and shall be interpreted by the laws of the State of Arizona including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona, the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, A.A.C. R2-7-101 et seq. and A.A.C. R7-2-1001 et seq. Any litigation arising out of this Agreement shall be brought in Arizona.

#### G. MUTUAL OBLIGATIONS, RESPONSIBILITIES AND WARRANTIES

The AGENCY and the SFA mutually agree that:

- 1. With the approval of the AGENCY, sites may be added or deleted from the site portion of the application as the need arises, and the references herein to the site portion of the application shall be deemed to include the most recently approved sites.
- 2. The AGENCY shall promptly notify the SFA of any change in the minimum meal requirements or the assigned rates of reimbursement.
- 3. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend this Agreement if made with a corporation for its general benefit.
- 4. This Agreement, and the duties arising hereunder, shall become effective on July 1, 2019 or upon signature by the Superintendent of Public Instruction, or his designee, whichever occurs last. This Agreement shall automatically renew on July 1 of each year, beginning July 1, 2020, unless either party notifies the other at least thirty (30) days before the renewal date of their intent not to renew. Before any amendment or extension may become effective, appropriate action must be taken by ordinance, resolution or otherwise pursuant to the laws applicable to public agencies entering into this Agreement.
- The SFA's participation in the program(s) under this Agreement is conditioned upon the AGENCY's approval of the SFA's on-line application to the AGENCY, a fully executed written Agreement with the AGENCY, and, in the event the SFA contracts with a FSMC to manage its food service operation under this Agreement, the AGENCY's review and approval of the SFA's contract(s) with a FSMC



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prior to the execution of the contract(s) as required in 7 CFR parts 210.9, 210.16 and 210.19. For this Agreement period, reimbursement shall not be made for any meals served before these conditions have been fully met by the SFA.

- 6. No right or interest in this Agreement shall be assigned or delegated without the written permission of the other party.
- 7. The SFA shall repay to the federal government or the AGENCY all monies determined by any financial-compliance audit or review to be owed to the federal government or the AGENCY in connection with any program for which the SFA has received funds. If the SFA fails to make such repayment within thirty (30) days after demand by the AGENCY, SFA shall also pay all reasonable attorneys' fees based on reasonable hourly charges of like experienced attorneys in Phoenix, Arizona for the Assistant Attorney General representing the AGENCY or the BOARD or the attorney representing the DEPARTMENT in seeking to enforce this paragraph.
- 8. The Parties to this Agreement agree to resolve all disputes arising out of or relating to the Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes if not in conflict with federal law.
- 9. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors, transferees and assignees.

#### H. FREE AND REDUCED-PRICE POLICY STATEMENT

The SFA must supply copies of its program application, Free and Reduced-Price Policy Statement and Addendums to the AGENCY. The Free and Reduced-Price Policy Statement will be a permanent document shall be updated when district policy or procedures pertaining to the Free and Reduced-Price process are modified.

#### I. CONFLICT OF INTEREST; CANCELLATION

- 1. No employee, officer or agent of the SFA who has, or whose relative has, a substantial interest in any contract, sale, purchase or service to the SFA, shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved pursuant to A.R.S. § 38-503 and 7 CFR part 3016.36(b)(3).
- 2. Pursuant to A.R.S. § 38-511, the State of Arizona, its political subdivisions or any department or agency of either may, within three (3) years after its execution, cancel any agreement, without penalty or further obligation, made by the State of Arizona, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State of Arizona, its political



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subdivisions or any of the departments or agencies of either is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other Party to the agreement in any capacity or a consultant to any other Party of the agreement with respect to the subject matter of the agreement. A cancellation made pursuant to this provision shall be effective when the SFA receives written notice of the cancellation unless the notice specifies a later time.

#### J. AGREEMENT INTERPRETATION AND AMENDMENT

- 1. <u>No Parole Evidence</u>. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any term used in this document.
- No Waiver. Either party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3. Written Agreement Amendments. This Agreement may be modified only in a writing signed by all of the parties or their duly authorized agents. Notice required pursuant to this Agreement shall be served personally or by mail upon each party at the addresses specified on the signature page of this Agreement.

#### K. THIRD PARTY ANTITRUST VIOLATIONS

The SFA assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the SFA toward fulfillment of this Agreement.

#### L. NON-AVAILABILITY OF FUNDS

Every payment obligation of the State of Arizona under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, this Agreement may be terminated by the State of Arizona at the end of the period for which funds are available. No liability shall accrue to the State of Arizona in the event this provision is exercised, and the State of Arizona shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section.

#### M. RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the SFA shall retain and shall contractually require each



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subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after completion of this Agreement or until resolution of an unsolved audit which exceeds the designated time period. All records shall be subject to inspection and audit by the State of Arizona for five (5) years after the termination of this Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the SFA shall produce the original of any or all such records.

#### N. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401; E-VERIFY REQUIREMENT

- 1. The SFA warrants compliance with all federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- 2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the SFA may be subject to penalties up to and including termination of this Agreement.
- 3. Failure to comply with a state audit process to randomly verify the employment records of the SFA shall be deemed a material breach of this Agreement and the SFA may be subject to penalties up to and including termination of this Agreement.
- 4. The AGENCY retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that the SFA is complying with the warranty under paragraph 1 of this Section.

#### O. TERMINATION/SUSPENSION

This Agreement may be terminated upon thirty (30) days notice in writing by either party. Notwithstanding the foregoing, the AGENCY may terminate this Agreement immediately upon receipt of evidence that the terms hereof have not been complied with by the SFA. Pursuant to 7 CFR part 210.25, whenever it is determined that the SFA has materially failed to comply with the provisions of this Agreement, or with AGENCY/DEPARTMENT guidelines and instructions, the AGENCY may suspend or terminate the Agreement in whole, or in part. The SFA may also terminate this Agreement by mutual agreement with the AGENCY. The AGENCY and the SFA shall comply with the provisions of 7 CFR part 3015 subpart N, concerning suspension, termination and closeout procedures.

#### P. CERTIFICATION

The SFA certifies that all information submitted related to the Program is true and correct and understands that deliberate misrepresentation may result in prosecution.



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#### **USDA Foods AGREEMENT**

(Applicable to SFAs receiving USDA Foods)

#### Policies/Procedures

- 1. The AGENCY solicits vendors (Warehouse/Distributor) to distribute donated food to eligible SFAs. SFAs shall receive donated food as required by 7 CFR part 250. The cost of shipping will be paid by the SFA. The SFA is responsible for establishing a credit application and purchase order with the delivering vendor. The AGENCY will announce annually the delivery charge (service, handling and administrative fees) and delivery vendor prior to the beginning of the fiscal year. Payments are due to the delivering vendor within the terms to be determined after completion of credit application. Shipments will be withheld if the SFA becomes 30 days late from the agreed credit terms. Failure to pay will result in the account being temporarily suspended until the account is brought current and/or termination of participation and non-renewal of USDA Foods Program.
- 2. The SFA agrees to pay excess storage and administrative fees for USDA Foods that are not ordered and have not been refused within the designated dwell times.
- 3. The SFA agrees to accept and order USDA Foods only in quantities that can be used in a six (6) month period in a non-profit School Food service. Any SFA ordering USDA Foods in excess quantities may be held financially responsible for spoilage or contamination which results in the foods being unfit for human consumption. SFA is to notify the AGENCY within 24-48 hours when any loss of, or damage to, USDA Foods occurs.
- 4. The SFA shall receive and use USDA Foods only for the benefit of those persons eligible for congregate meals provided by the SFA. Foods will not be transferred or used otherwise without prior written approval of the AGENCY. USDA Foods shall not be sold or traded, but may be transferred with the approval of the AGENCY when determined to be in the best interest of the program.
- 5. The SFA shall maintain evidence that necessary protective measures are maintained when storing donated food. Evidence to support would include, but are not limited to, storage temperature charts verifying proper storage temperatures, pest control schedule and security system used. Documentation must be available to verify that all storage facilities obtained all necessary federal, state and/or local health inspections or if no such inspections are made, a self-evaluation form for storage facilities be completed annually.
- 6. The SFA shall maintain all records pertaining to transactions relating to receipt, disposal and inventory of USDA Foods. All records required in this agreement shall be retained for the period indicated in Section M of this Agreement.
- 7. The SFA shall complete, return and maintain a copy of inventory forms provided by the AGENCY. Failure to comply may result in termination of participation in the USDA Foods. The SFA shall comply with instructions from the AGENCY to: (a) distribute remaining inventory of USDA Foods, or (b) return inventories with applicable reports to the AGENCY if a program is terminated.



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- 8. Funds received by the SFA from sales of salvable containers or salvage of USDA Foods shall be deposited in SFA's Non-Profit Food Service Account.
- 9. SFAs may elect to participate in the USDA Foods processing programs. Cost of the processing and distribution of the end product will be incurred by the SFA. Participants shall:
  - a. Follow federal and state procurement rules and regulations in purchasing end products not bid by the AGENCY;
  - b. Release USDA Foods only to the AGENCY approved processor;
  - c. Maintain records to support purchase of processed commodity end products; and
  - d. Be held responsible to fulfill commitments to the AGENCY and processor.
- 10. The SFA shall permit inspection by the AGENCY or DEPARTMENT personnel of the storage facilities and any other areas used in handling USDA Foods. The SFA shall also allow inspection of all records including financial records pertaining to the USDA Foods.
- 11. FSMCs are encouraged to utilize USDA Foods in the preparation of meals for eligible SFAs pursuant to a written contract, which meets the requirements of 7 CFR part 250.12(c). If a FSMC is used, the SFA will submit a copy of the contract to the AGENCY annually. Contracts will ensure that:
  - a. Any donated food will be used only to benefit the SFA's feeding operation;
  - b. Proper inventory controls will be maintained;
  - c. All books and records of the FSMC pertaining to the feeding operation of the SFA will be available for the period indicated in Section M of this Agreement; and
  - d. The responsibility will be clearly defined for who (the SFA or the FSMC) will be accountable for the payments to be made to the distributor and commodity processors within sixty (60) days of billing.



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#### SPECIAL MILK PROGRAM AGREEMENT

(Applicable to those SFAs participating in Special Milk Program)

- 1. The SFA agrees to operate a nonprofit milk service.
- 2. The SFA agrees to submit claims for reimbursement and maintain a financial management system in accordance with procedures established by the DEPARTMENT and the AGENCY.
- 3. The SFA agrees to make no physical segregation or other discrimination against or overt identification of any child because of his/her inability to pay the full price of the milk.
- 4. The SFA agrees to make free milk available (if applicable) to all eligible children whenever it is provided under the Special Milk Program.
- 5. The SFA agrees to make maximum use of the reimbursement payments to reduce the price of the milk served to paying children and maintain a nonprofit status (not applicable to non-pricing programs).
- 6. The SFA agrees to claim reimbursement only for fluid types of milk as defined in 7 CFR part 215.2 served to children at the assigned rate for the classification of paid (or free, if applicable) in accordance with 7 CFR parts 215.8 and 215.10.
- 7. The SFA agrees to maintain full and accurate records of each program operation including the number of half-pints of milk served to children, the number of half-pints of milk served to adults and the number of half-pints of milk served free to eligible children if free milk is provided.
- 8. The SFA agrees to furnish a written statement of the policy followed in making determinations as to eligibility of children receiving free milk. Such policy shall be consistent with the rules issued by the DEPARTMENT on this subject (7 CFR part 245) (required only for pricing programs providing free milk to children).

#### SUMMER FOOD SERVICE PROGRAM

(Applicable to those SFAs participating in Summer Food Service Program)

- 1. The SFA agrees to operate the Summer Food Service Program in compliance with Title 7, Part 225 of the Code of Federal Regulations.
- 2. The SFA agrees to operate the Summer Food Service Program in compliance with State or local health and safety standards.
- 3. The SFA agrees to provide meals through the Summer Food Service Program to children ages 18 and under or people 19 years of age and over who have a mental or physical disability and who participate in a public or private non-profit school program during the school year.



Health and Nutrition Services 1535 West Jefferson Street Phoenix, Arizona 85007

## FOOD PROGRAM PERMANENT SERVICE AGREEMENT

- 4. The SFA agrees to only claim reimbursement for approved meals served through the Summer Food Service Program. Meals served prior to State agency approval shall not be claimed. SFAs are financially responsible for any meals served prior to annual approval from the State agency.
- 5. The SFA agrees to claim reimbursement for meals served while school is not in session, with State agency approval.
- 6. The SFA agrees to only claim reimbursement for those meals that meet or exceed the minimum Federal standards established for meals, and to maintain documentation of the foods and portions served to meet these standards.
- 7. The SFA agrees to claim all meals at the free rate of reimbursement at area-eligible sites in the attendance boundary of a school where 50% or more of the children qualify for free or reduced-price meals or 50% or more of the children in the census block group are eligible for free and reduced-price school meals. The only exception is for children enrolled in a residential camp. Residential camps must collect income eligibility information for each enrolled child and can only claim meals at the free rate for children who qualify for free or reduced-price meals.
- 8. The SFA agrees to provide Summer Food Service Program meals at no charge. The only exception is for residential camps. Residential camps may charge for meals served to children who do not qualify for free or reduced-price meals.
- 9. The SFA agrees to maintain children on site while meals are consumed.
- 10. The SFA agrees to maintain documentation of the following for each serving site: program operating and administrative costs; funds accruing to the program; training of staff; monitoring of sites; the number of meals prepared/delivered, by type, each day; the number of complete first meals, complete second meals, excess meals or left-over meals, meals to program adults and meals to non-program adults served each day; daily meal production records; and daily menus.
- 11. The SFA may serve and claim up to two (2) meals or one (1) meal and one (1) snack within the approved meal time each day. The SFA cannot serve and claim lunch and supper on the same day, at the same site. Approved camp and migrant site sponsors may serve and claim up to three (3) meals each day or two (2) meals and one (1) snack. Approved camp and migrant site sponsors may claim lunch and supper on the same day at the same site.
- 12. The SFA agrees to monitor each site according to regulations.
- 13. The SFA agrees to meet the training requirement for its administrative and operational personnel as required under 225.15 (d)(1).
- 14. The SFA agrees to retain final financial and administrative responsibility for its program.



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## FOOD PROGRAM PERMANENT SERVICE AGREEMENT

Revised Summer 2019

#### AT-RISK AFTERSCHOOL MEALS COMPONENT of the CACFP:

(Applicable to those SFAs participating in At-Risk Afterschool Meals)

- 1. Provide proof that all non-school affiliated at-risk sites are in compliance with all state and local health and safety requirements for certifications.
- 2. Provide organized, regularly scheduled education or enrichment activities in a structured and supervised environment for children in a nonresidential setting.
- 3. Provide snack and/or meal at no charge to all children through the age of 18.
- 4. Receive reimbursement at the applicable free rate for all snacks or meals served. If meals or snacks are served during the school week, service time must be after the school day. Meals/snacks may be served on weekends or during school breaks (not including summer break) and vacations throughout the regular school year.
- 5. Operate in an attendance area of a school where at least 50% or more of the children are eligible ("area eligible") for free or reduced-price school meals.
- 6. Operate as a public program or have tax-exempt status under the Internal Revenue Code of 1986 (501c3).
- 7. Maintain menus for each snack and/or meal service.
- 8. Maintain daily production records of food prepared and served.
- 9. Serve meals/snacks in accordance with NSLP meal pattern requirements or CACFP meal pattern requirements.
- 10. Maintain daily records indicating the number of children in attendance, and all other records required by ADE. The SFA shall not claim more than one (1) meal and more than one (1) snack per child per day. The SFA will claim only snacks/meals served to children age eighteen (18) and under, including children who were eighteen (18) at the beginning of the program year. Schools claiming snack under NSLP, may claim a meal, but cannot claim snacks under At-Risk Meals.
- 11. Document training sessions for management and staff including dates, locations and topics.
- 12. All expenses must be allocated to the non-profit school food service account. SFAs may follow the NSLP procurement standards in 7 CFR 210.21 in lieu of CACFP procurement standards at 7 CFR 226.22.
- 13. Document revenue from participant payments, federal reimbursement, food sales to adults, and donations.
- 14. Provide adequate supervisory and operational personnel for management and monitoring.



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## FOOD PROGRAM PERMANENT SERVICE AGREEMENT

Revised Summer 2019

- 15. Conduct site reviews two times per year: the first review should occur during the first four weeks of operation and the second review can occur at any time prior to the end of the school year.
- 16. Certify that responsible principals are not on USDA's National Disqualification List.

#### CLEAN AIR/CLEAN WATER ACT COMPLIANCE

(Applicable to SFAs receiving \$100,000 or more in federal funds)

- 1. The SFA agrees that any facility to be utilized in the performance of this Agreement is not listed on the Environmental Protections Agency ("EPA") List of Violating Facilities (the "List") as of the date of submitting this Agreement.
- 2. The SFA further agrees that it shall not use any facility on the List in the performance of this Agreement for the duration of the time that any such facility remains on the List.
- 3. The SFA further agrees to notify the AGENCY if it intends to use in the performance of this Agreement any facilities on the List or learns or knows that the facility being used has been recommended to be placed on the List.
- 4. The SFA additionally agrees that it shall, in the performance of this Agreement, comply with all requirements of the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Clean Water Act (33 U.S.C. § 1251 et seq.) including the requirements of section 114 of the Clean Air Act and Section 308 of the Clean Water Act and all applicable Clean Air standards and Clean Water standards.
- 5. The SFA further agrees that it shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738 and EPA regulations found in 40 CFR part 15 (which prohibit the use of facilities on the List). In addition to notifying the AGENCY of facilities to be used which are on the List, SFA also agrees to notify the EPA Assistant Administrator for Enforcement.



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## FOOD PROGRAM PERMANENT SERVICE AGREEMENT

Revised Summer 2019

#### CERTIFICATION PAGE

(Applicable to SFAs with governing boards only; must be completed and signed before signature page.)

INSTRUCTIONS: The following information must be inserted into the Certification Section below.

- (1) County in which the governing board is located.
- (2) Name of governing board member authorized to sign this certification page.
- (3) City in which governing board meeting regarding the Food Program Permanent Service Agreement was held.
- (4) Date of governing board meeting.
- (5) Legal name of the SFA.
- (6) Name of designated official who will be signing the Food Program Permanent Service Agreement (same designated official as on line 1 of the signature page of this Agreement).
- (7) Signature of governing board member (same name as on line (2) of this certification page).

  Please note that a governing board member *cannot* designate himself or herself as the *Designated Official*.

#### **CERTIFICATION**

State of Arizona	
County of (1) Maricopa	. )
I, (2) Sara Smith  Name of Governing Board Mo	, the duly appointed or elected and qualified
member of, and acting on behalf of the	e governing board, do hereby certify that during a regular meeting held in (3)  November, 7th 2019, this governing board, by motion made, seconded
and carried, approved and Glendale Elementary District	authorized execution of an agreement between the (5)  and the State Board of Education (BOARD) for the purpose of
participating in the National School Lunch	n Program, School Breakfast Program, and/or Special Milk Program, for the period
beginning July 1, 2019.	
(6) Cindy Segotta-Jones  Name of Designated Official  (Cannot be the same as (2) above)	has been designated by the governing board to sign this Agreement.
	noticed, called and convened and was attended by a majority of the members of the
governing board and that approval has not	since been altered or rescinded.
(7) Signature of Governing Board N (Same as (2) above)	Member



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## FOOD PROGRAM PERMANENT SERVICE AGREEMENT

Revised Summer 2019

#### SIGNATURE PAGE

Cindy Segotta-Jones, Superintendent	
(Print or Type Name and Title)	(Signature of Designated Official if applicable) [Same as item (6) on Certification Page]
Glendale Elementary District	11/7/2019
(SFA)	(Date)
7301 N. 58th Avenue	e, Glendale Arizona 85301
OTHER AUT	THORIZED SIGNERS
Cindy Segotta-Jones, Superintendent	
(Print or Type Name and Title)	(Signature)
hannon Gleave, Dir Food & Nutrition	
(Print or Type Name and Title)	(Signature)
(Print or Type Name and Title)	(Signature)
FOR OFFI	ICIAL USE ONLY
STATE BOAI	RD OF EDUCATION
STATE BOAL	RD OF EDUCATION

#### GLENDALE ELEMENTARY SCHOOL DISTRICT

### **ACTION AGENDA ITEM**

AGENDA NO: 5.J. TOPIC: Intergovernmental Agreement
SUBMITTED BY: Ms. Leslee Miele, Director of Effective Schools
RECOMMENDED BY: <u>Dr. Gerry Petersen-Incorvaia</u> , Assistant Superintendent for Educational Services
DATE ASSIGNED FOR CONSIDERATION: November 7, 2019
RECOMMENDATION:
It is recommended the Governing Board approve the intergovernmental agreement with Washington Elementary School District for the 19-20 academic year.

#### **RATIONALE:**

This agreement is for WESD to provide tutoring services, parent engagement opportunities and staff professional development as part of the proportionate share of Title 1 funds for Private Schools. WESD will be a third party provider of instructional services to Title 1 eligible students residing in GESD boundaries attending a private school.



■ ONE E. WASHINGTON, SUITE 1600 ■ PHOENIX, ARIZONA 85004-2553 ■ TELEPHONE 602-257-7422 ■ FACSIMILE 602-254-4878 ■

JENNIFER N. MACLENNAN 602-257-7475 FAX: 602-340-1538 maclennan@gustlaw.com

September 18, 2019

Mike Barragan, Executive Director Financial & Auxiliary Services Division Glendale Elementary School District 7301 North 58<sup>th</sup> Avenue Glendale AZ 85301

Re:

IGA for Equitable Services to Eligible and At-Risk Private School Students, Parental Involvement Services and Related Professional Development between Washington Elementary School District and Glendale Elementary School District

Dear Mike:

I enclose two executed signature pages of the above-referenced Intergovernmental Agreement between Washington Elementary School District and Glendale Elementary School District. Both districts have waived any potential conflict of interest.

Very truly yours,

Jennifer N. MacLennan

For the Firm

JNM:pjs Enclosures 2974410.3 019221-00392

# INTERGOVERNMENTAL AGREEMENT FOR EQUITABLE SERVICES TO ELIGIBLE AND AT-RISK PRIVATE SCHOOL STUDENTS, PARENTAL INVOLVEMENT SERVICES AND RELATED PROFESSIONAL DEVELOPMENT

This Intergovernmental Agreement for services to eligible private school students and related professional development (the "Agreement") is made and effective as of the dates executed below between Washington Elementary School District No. 6 of Maricopa County, Arizona ("WESD"), and Glendale Elementary School District ("Resident District") to provide certain federally mandated Title I equitable services to children attending private schools, parental involvement services and related professional development.

WHEREAS, the federal Elementary and Secondary Education Act ("ESEA") in 20 U.S.C. 6320 §§ 1117 and 8501 requires local education agencies ("Resident District") to identify and serve eligible at-risk students who reside within the boundaries of their schools and attend private school; and

WHEREAS, the Resident District in which the child resides is responsible for ensuring timely and meaningful consultation with the private school to determine which eligible, at-risk students are to be provided equitable services and;

WHEREAS, WESD has the expertise and seeks to deliver equitable services to eligible, at-risk private school students and related professional development in accordance with the requirements of ESEA:

WHEREAS, the parties had formerly entered into an intergovernmental agreement entitled "INTERGOVERNMENTAL AGREEMENT FOR TITLE I SERVICES TO PRIVATE SCHOOL CHILDREN" effective July 1, 2017 ("Consortium IGA"). WESD was the fiscal agent for the Consortium IGA. The Consortium IGA is terminated effective June 20, 2019. The parties intend for this Agreement to replace the Consortium IGA.

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), and 20 U.S.C. 6320 §§ 1117 and 8501, the parties agree as follows:

- 1. Obligations of the Resident District. The Resident District shall be responsible for performing the following duties in compliance with all applicable provisions of federal and state law:
  - a. The Resident District will have conducted timely and meaningful consultation with appropriate private school officials prior to engaging with WESD as required by 20 U.S.C. § 6320(b).
  - b. The Resident District will have conducted timely and meaningful consultation with private school officials to determine if the private school has eligible at-risk students and if the private school desires to accept equitable services for its eligible at-risk students prior to engaging with WESD as required by 20 U.S.C. § 6320.

- c. After timely and meaningful consultation with private school officials and identification by the Resident District of eligible at-risk students, the Resident District, in consultation with the private school and WESD, shall formulate the equitable services to be provided to the identified eligible, at-risk student based on the allocation for equitable service to private school students. 20 U.S.C. § 6320(c).
- d. The Resident District shall be responsible for all obligations under 20 U.S.C. § 6320 and 8501 including reserving equitable funds for any verified eligible private school students and notifying WESD of the private school students who are eligible to receive such services.
- e. The Resident District shall be responsible for promptly paying invoices from WESD within thirty (30) days of receipt for the delivery of equitable services to eligible private school students and related professional development.
- 2. Obligations of WESD. WESD shall be responsible for performing the following duties in compliance with 20 U.S.C. § 6320.
  - a. WESD will provide equitable services at the private school to the eligible, at-risk private school students identified by the Resident District according to the plan developed by the Resident District in consultation with the private school.
  - b. WESD will provide equitable parent involvement activities to the families of the identified eligible private school students if requested.
  - c. WESD will provide equitable professional development to the private school teachers of the identified eligible private school students if requested.
  - d. WESD will provide all necessary administrative services to carry out the above requirements.
  - e. WESD will invoice the Resident District for services provided at rates detailed in the "Cost of Services" at Exhibit A.
- 3. Records. The parties shall maintain accurate, complete and current records relating to the assets, program services, and all activities conducted pursuant to the this Agreement.
- 4. Reports and Applications. The Resident District shall be responsible for preparing and filing all budgets, financial statements, reports, applications and statements relating to the legal obligations under 20 U.S.C. § 6320.
- 5. Responsible Party. The Resident District remains ultimately responsible for the performance of its obligations under 20 U.S.C. § 6320.
- 6. Indemnification. To the extent permitted by Arizona 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.

- 7. Insurance. The parties 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.
- 8. Term. Subject to appropriation and unless otherwise terminated as provided herein, this Agreement shall remain in effect from the date of execution by both parties through September 30, 2020.
- 9. Modification and Extension. This Agreement may be renewed, extended, amended or revised at any time by the mutual written agreement of the parties.
- 10. Attorney Conflict of Interest. The parties to this agreement acknowledge that they are aware that Gust Rosenfeld, P.L.C has acted to assist WESD in the drafting of this Agreement. A Resident District may ask Gust Rosenfeld P.L.C. to review as to the form of the Agreement. Each party acknowledges that it is aware of any potential conflict of interest, and it waives any claim of conflict of interest which may arise by virtue of representation by the Gust Rosenfeld, P.L.C to multiple parties to this Agreement.
- 11. Non-appropriation. If either party's performance under this Agreement depends upon the appropriation or allocation of funds by the Arizona Legislature or the Arizona Department of Education, and if the Legislature or Arizona Department of Education fails to appropriate the funds necessary for performance, then either party may provide written notice of this to the other Party and cancel this Agreement without further obligation. Appropriation is a legislative act and is beyond the control of both Parties. Likewise, allocation of federal grants by the Arizona Department of Education is beyond the control of both Parties.
- 12. 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.

#### 13. Disposition of Assets.

- a. As the fiscal agent for the prior IGA, WESD was permitted to carry over fixed assets and supplies for use in its role in providing equitable services to private school students.
- b. If WESD is permitted and retains existing assets from the Consortium IGA to provide equitable services to the Resident District students, the Resident District permits WESD to retain such assets, supplies and funds to provide continuing services to the students identified for equitable services by the Resident District.

- c. It is not anticipated that any additional assets will be purchased by WESD under this Agreement.
- d. If this Agreement is terminated or expires and is not extended, replaced or renewed, WESD shall dispose of any assets in accordance with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards which govern disposal of assets acquired with federal funds as delineated in 2 C.F.R. § 200.
- 14. 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 Receiving Agent:

If to the Resident District:

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

Name and Title:	 
District:	
Address:	

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

#### 16. Interpretation.

- a. <u>Arizona Law.</u> This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.
- b. <u>Successors and Third Parties.</u> This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. There are no third party beneficiaries to this Agreement.
- c. <u>Counterparts</u>. 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.

- d. <u>Captions</u>. 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.
- e. 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 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.
- f. 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.
- g. 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.
- 17. Legal Worker Requirements. As mandated by Arizona Revised Statutes § 41-4401, the all parties agree that it will comply with Arizona Revised Statutes § 23-214(A) and the federal immigration laws and regulations that relate to each party's employees.
- 18. Fingerprinting. Pursuant to Arizona Revised Statutes § 15-512, each party will ensure that a fingerprint check and background investigation are performed on its employees if such person is required to provide equitable services to students.
- 19. 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.
- 20. Confidentiality. All members of this Agreement acknowledge 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.
- 21. Non Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.
- 22. Compliance with Applicable Law. Both parties agree to comply with all applicable federal, state, and local laws governing the parties' obligations under this agreement.

- 23. No Boycott of Israel. The parties hereby warrant and represent to each other that they are not currently engaged in, nor will they during the duration of this Agreement, engage in a boycott of Israel as proscribed by A.R.S. § 35-393.01 et seq.
- 24. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements and understandings between the parties respecting the subject matter hereof. Should any provision of the Agreement be held to be invalid, void or unenforceable, or waived whether by conduct or otherwise, in any one or more instances, it shall not affect the enforceability of the remaining provisions of this Agreement which shall be read as if such term or provision held invalid, void, unenforceable or waived were never part hereof.
- 25. Authority to Sign Agreement. This Agreement has been approved by the Governing Boards of the Resident District and WESD at a duly authorized public meeting. Each District certifies that the signer of this Agreement has authority to agree to the terms of the Agreement as stated herein.

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

WESD:		
Washington Elementar	y School District No. 6	
Ву:		
Its: Superintendent		
Date: 4-26-19		
The undersigned attorned and authority granted un No. 6 of Maricopa Coun	der the laws of the State of Arizona to	s in proper form and within the power  Washington Elementary School District
ATTORNEY FOR WE	SD:	
By: know	M MOR SON	Date: 4125/19
Title: Ovst Re	ssenfeld P.L.C.	

RESIDENT DISTRICT:
(Name of District)
Ву:
Its:
Date:
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 the Resident School District identified above.
ATTORNEY FOR RESIDENT DISTRICT:
By: 18/19 Date: 9/18/19
Title: WST Resurfild PLC

### Exhibit A Cost for Services

Student Instruction (charge is for each hour of teacher time working with students, not per student)	\$100.00 per hour
Professional Development – cost to be determined of work is determined. WESD will invoice the Residual	upon request for specific services after the scope dent District after services have been provided.
Parent Involvement – cost to be determined upon reis determined. WESD will invoice the Resident Dist	equest for specific services after the scope of work trict after services have been provided.
Authorized signature below confirms above listed se for the designated students/private school.	ervices to be provided at the above-referenced costs
Signature, Position (WESD)	Date
Signature, Position (Resident District)	Date

#### **ACTION AGENDA ITEM**

AGENDA NO: 5.K. TOPIC: Revised 2019-2020 Certified Salary Placement Table

SUBMITTED BY: Ms. Deby Valadez, Assistant Superintendent for Human Resources

RECOMMENDED BY: <u>Ms. Deby Valadez</u>, Assistant Superintendent for Human Resources

DATE ASSIGNED FOR CONSIDERATION: November 7, 2019

RECOMMENDATION:

<u>It is recommended the Governing Board approve the Revised Certified Salary Placement Table for the 2019-2020 school year.</u>

#### **RATIONALE:**

Administration seeks the Governing Board's approval of the Revised Certified Salary Placement Table for the 2019-2020 school year. After receiving legal guidance, it is recommended to update the salary schedule to include supplemental assignment rates of pay.



### 2019-20 Certified Salary Schedule New Hire Placement

Years	BA/S		MA/S		ED SP		DOC	
0	\$	39,000	\$	41,250	\$	43,500	\$	45,000
1	\$	39,750	\$	42,000	\$	44,250	\$	45,750
2	\$	40,500	\$	42,750	\$	45,000	\$	46,500
3	\$	41,250	\$	43,500	\$	45,750	\$	47,250
4	\$	42,000	\$	44,250	\$	46,500	\$	48,000
5	\$	42,750	\$	45,000	\$	47,250	\$	48,750
6	\$	43,500	\$	45,750	\$	48,000	\$	49,500
7	\$	44,250	\$	46,500	\$	48,750	\$	50,250
8	\$	45,000	\$	47,250	\$	49,500	\$	51,000
9	\$	45,750	\$	48,000	\$	50,250	\$	51,750
10	\$	46,500	\$	48,750	\$	51,000	\$	52,500
11	\$	47,250	\$	49,500	\$	51,750	\$	53,250

For every 12 credits above your placement degree, \$750 will be added to the base amount\*.

A maximum of 11 years of experience will be granted.

<b>ENDORSE</b>	ENDORSEMENTS					
Annual Amount	Endorsement Types					
\$500	Dual Content Teacher - Teaching more than one content area with Highly Qualified status  ELL - ELL classroom and have the SEI endorsement  Gifted - Appointed strand teacher and provisionally gifted endorsed or not endorsed  Reading Teacher - Teacher of record (assigning the grade) in Reading					
\$750	ELL - ELL classroom and have the ESL/Bilingual endorsment  Gifted - Appointed strand teacher and full gifted endorsement  ILLP - Teacher in an ILLP classroom who service ELD students but their position title is not designated as "ELD"					
\$1,000						
\$3,000						
\$5,000	<b>Special Education -</b> Teachers assigned to a Special Education Self-Contained Social Emotional and Alternative program <b>Teacher on Special Assignment (TOSA)</b> - Assigned to a TOSA position					

#### **STIPENDS**

#### Stipend Types

Supplemental Assignment (work that occurs outside of professional day or contract days) - \$25.93 to \$38.90

Example: Tutoring, Curriculum Writing, Enrichment, etc.

New Teacher Induction Week - Up to 40 hours paid at teacher hourly rate of \$25.93

Performance Pay - Up to \$3,000 performance pay

Board Approved: *May 9, 2019* Board Approved Revision: *Pending* 

<sup>\*</sup>Maximum credits awarded above a Bachelors will be +36 and Masters +60

#### **ACTION AGENDA ITEM**

#### **RATIONALE:**

This sixth grade student has been selected as an Arizona ELL Student Success Story for the OELAS Conference. The student will be recognized during the OELAS Conference Award Program and Banquet for his dedication to English Language Acquisition, academics, and personal growth. This recognition is only given once yearly, and is limited to only four Arizona EL students. Title I funds will be used to fund transportation services.

### GLENDALE ELEMENTARY SCHOOL DISTRICT #40 Administrative Services

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

This form must be submitted to the Assistant Superintendent for Administrative Services prior to any field trip meetings with parents or students.

Submit this completed application to Administrative Services for review. This application will then be considered for approval by the Assistant Superintendent for Administrative Services, Superintendent's Cabinet, and the Governing Board.

(P	PLEASE TYPE)				
School: Challenger	Number of Participants:	9 (1 student & 8 family/staff)			
Principal Approval: Tiffany Molina	Grade(s) of Participan	ts: 6 <sup>th</sup> grade			
Contact Person(s) at Governing Board Meeting:	Alejandrina Garcia				
Destination of Travel: JW Marriott Starr Pas	s in Tucson				
Type of Field Trip (Science, Social Studies, Substance	e Abuse Prevention, Music, etc):	Award Ceremony			
- -					
(ATTACH ADDITIONAL INFO	RMATION AND SCHEDULE, IF APP	ROPRIATE)			
<u>SITE</u> <u>DATE</u>	<u>LOCATION</u>	EDUCATIONAL VALUE			
This sixth grade student has been selected a Conference. The student will be recognized Banquet for their dedication to English Lang recognition is only given once yearly, and is will be used to fund transportation services	during the OELAS Confere guage Acquisition, academic limited to only four Arizo	nce Award Program and ics, and personal growth. This			
EMERGE	NCY INFORMATION				
Emergency cards MUST be prepared prior to trip to include emergency phone numbers, emergency medical information/special information on allergies, etc. A copy of these cards MUST be retained by the chaperones throughout the trip and a set must be filed with the school office prior to the trip.					
A final list of all student/adult participants shall be file overnight trips, a final list of participants shall also be					
Contact Person: Tiffany Molina					
Contact Phone Number(s):					
FOR OVERNIGHT TRIPS					
Field trip site has been assessed to assure the health, safety, and any accommodations for special needs of all participants by Alejandrina Garcia/Director on October 25, 2019 through (visitation or contact)					
(Name/Position)	(Date)	(Circle One)			
with JW Marriott Starr Pass	on October 25, 2019				
LODGING		PHONE NUMBER			
The student and family members will be provide					
2019. Accoomodations are provided through the	UELAS office at ADE.				

**INSURANCE** 

Name of Insurance Carrier for Field Trip: TBD

Description of Policy Coverage:							
If using District Transportation, indicate "Glendale Elementary Coverage/District Transportation." Coverage is only applicable if District is proven negligent – purchase of Student Accident Insurance is highly recommended for all students in case of accident on/off the bus.							
TO OBTAIN GOVERNING BOARD APPROVAL THE ABOVE INSURANCE INFORMATION MUST BE PROVIDED.							
STAFFING							
Student / Chaperone Ratio: Not applicable Lead Teachers: Not applicable							
Names of Certified Staff Chaperoning: TBD							
Names of Non-Certified Staff/Parents Chaperoning:  TBD							
Name of Transportation Carrier: Internal District Fleet Van  Address: 7015 W Maryland Ave. Glendale, AZ 85303  Phone #: 623-237-6282							
Departure Date: 12/11/19 Time: 1:30pn Arriving at Destination Date: 12/11/19 Time: 3:30pm Return Date: 12/12/19 Time: 10:00am Arriving at Return Date: 12/12/19 Time: 12:00pm TRANSPORTATION APPROVAL: Date:							
Do Buses Need to Remain: YES NO							
FUNDING  Source of Funding (Substance Abuse, District, Student, Student Scholarships available, if necessary, etc)  Amount \$							
Amount \$							
Please indicate the process your school uses to provide this opportunity to students who are unable to provide their own funds:  Not applicable  How many students may be accommodated by this scholarship procedure?							

Policy Number:

#### INFORMATIONAL AGENDA ITEM

Reports, presentations and other similar items are submitted to the Governing Board as information and do not require action.
AGENDA NO: 6.A. TOPIC: A-F Letter Grades
SUBMITTED BY: <u>Dr. Gerry Petersen-Incorvaia</u> , Assistant Superintendent for Educational Services
DATE OF REPORT: November 7, 2019

Report on: Administration will present a report on the District's A-F letter grade determinations and point allocations.

#### **INFORMATIONAL AGENDA ITEM**

Reports, presentations and other similar items are submitted to the Governing Board as information and do not require action.					
AGENDA NO: 6.B. TOPIC: GESD's English Language Development Model					
SUBMITTED BY: <u>Dr. Gerry Petersen-Incorvaia, Assistant Superintendent for Ed Services</u>					
DATE OF REPORT: November 7, 2019					

#### Report on:

Director for Language Acquisition, Alex Garcia, and Gerry Petersen-Incorvaia will present GESD's 2019-2020 framework, model, and support for responding to the new ELL legislation.

#### **DISCUSSION AGENDA ITEM**

Reports, presentations and other similar items are submitted information and do not require action.	to	the	Governing	Board	as			
ACENDA NO. 9 A TODIC: Board Solf Evaluation								
AGENDA NO: <u>8.A.</u> TOPIC: <u>Board Self-Evaluation</u> SUBMITTED BY: Ms. Sara Smith, Board President								
DATE ASSIGNED FOR DISCUSSION: November 7, 2019								

The Governing Board will conduct the annual self-evaluation pursuant to Board Policy BAA-Evaluation of School Board/Board Self Evaluation.

# BAA © EVALUATION OF SCHOOL BOARD / BOARD SELF-EVALUATION

The Board shall meet at least annually, not later than October 30, for the purpose of appraising its functioning as a Board and to evaluate Board performance. The appraisal plan approved by the Board will be developed by the Board President working with the Superintendent.

Evaluation instruments for Board operation may be used in the process.

The Superintendent and others who regularly work with the Board may be asked to participate in all or a portion of the appraisal.

Areas of Board operations and relationships that may be appropriate to consider during the evaluation of Governing Board procedures may include, but are not limited to:

- Board meetings/decision-making process
- Policy development/implementation
- Board/District goal setting
- Curriculum and instruction management/program
- Fiscal management/resource allocation
- School plant planning/management
- Board member orientation
- Board member development
- Board officer performance
- Board member relationships
- Board-Superintendent relationship
- Board-community relationship
- Legislative and governmental relationships

Adopted: date of manual adoption

LEGAL REF.:

A.R.S. 15-321

**CROSS REF.:** 

**BDD** - Board-Superintendent Relationship

**EXHIBIT** 

### EVALUATION OF SCHOOL BOARD / BOARD SELF-EVALUATION

### ANNUAL SELF-APPRAISAL OF THE GOVERNING BOARD

The following list of items pertaining to the operation of the Governing Board is the basis for an annual self-evaluation. This may be carried out in conjunction with the annual evaluation of the Superintendent.

Please check the appropriate box for each item (S = satisfactory, N = needs improvement, U = unsatisfactory).

#### A. Board Relationship with the Superintendent:

	<u>S</u>	<u>N</u>	<u>U</u>	(1) The Board imparts information on issues, needs, and complaints in a manner allowing the Superintendent the opportunity to solve related problems in a professional manner.
	<u>S</u>	<u>N</u>	<u>U</u>	(2) The Board clearly interprets its position on controversial matters pertaining to the District, thereby enabling the Superintendent to properly carry out the wishes of the Board.
	<u>S</u>	N	<u>U</u>	(3) The Board disregards personalities and considers the recommendations of the Superintendent in an unbiased and objective manner.
	<u>S</u>	<u>N</u>	<u>U</u>	(4) The Board communicates views of personnel effectiveness, including views related to the Superintendent, in a confidential and professional manner.
3.	Воа	rd F	Relationship	with the Community:
	<u>S</u>	<u>N</u>	<u>U</u>	(1) The Board recognizes that the citizens have entrusted them with the educational development of the children and youth of this community.
	<u>s</u>	<u>N</u>	<u>U</u>	(2) The Board recognizes that the community expects

				their first and greatest concern to be in the best interest of each and every one of the young people without distinction as to who they are or what their background may be.			
	<u>S</u>	<u>N</u>	<u>U</u>	(3) The Board enacts policies supporting the efforts of the administration in helping the people of this community to have the facts about their schools, to the end that they will readily provide the finest possible school program, school staff, and school facilities.			
			Relationship s During M				
	<u>s</u>	<u>N</u>	<u>U</u>	(1) Individual members of the Board treat other members of the Board and professional staff with respect during Board meetings.			
	<u>S</u>	<u>N</u>	<u>U</u>	(2) Differences of opinion influencing Board member votes are based on the issues at hand and not on a personality basis.			
	<u>S</u>	<u>N</u>	<u>U</u>	(3) All members of the Board conduct themselves in such a manner as to emphasize that individual Board members have authority only when convened in a legally conducted Board meeting with at least a quorum present.			
D. Board Relationships with Staff and Personnel:							
	<u>S</u>	<u>N</u>	<u>U</u>	(1) The Board requires the Superintendent to recommend personnel for their consideration and consistently adheres to this procedure.			
	<u>S</u>	<u>N</u>	<u>U</u>	(2) The Board members make every effort to become acquainted with the personnel of the District.			
	<u>s</u>	<u>N</u>	<u>U</u>	(3) The Board members' personal friendships with District personnel are maintained without allowing them to affect overall Board decisions and/or policies.			

E.	Board Relationship to the Instructional Program:										
	<u>s</u>	<u>N</u>	<u>U</u>	(1) The Board makes an effort to keep informed about the instructional program by providing for periodic reports as deemed necessary and by periodic visitation in the schools.							
	<u>S</u>	<u>N</u>	<u>U</u>	(2) The Board attempts to gain information from the community pertaining to instructional program needs.							
	<u>S</u>	<u>N</u>	<u>U</u>	(3) The Board maintains policies necessary to enable the educational staff to develop the educational program required to meet the needs of the community.							
F.	F. Board Relationship to the Financial Management of the Schools:										
	<u>S</u>	<u>N</u>	<u>U</u>	(1) The Board establishes the policies and provides the necessary resources to properly manage the finances of the District.							
	<u>S</u>	<u>N</u>	<u>U</u>	(2) The Board requires the proper accountability for the expenditure of funds in the District.							
	<u>S</u>	<u>N</u>	<u>U</u>	(3) The Board provides justified funding to maintain a high quality educational program in this District.							
	<u>S</u>	<u>N</u>	<u>U</u>	(4) The Board keeps the community informed about the financial needs of the District.							
G.	Gen	eral	Statement	S:							
(*	(1) List in order of priority four (4) challenges the Board faces:										
	(a)										
	(b)										

	(c)
	(d)
(2)	List any weaknesses you have observed in the operation of the school system:
(0)	
(3)	List any significant accomplishments made by the school system during the past year:

#### A. Board Relationship with Superintendent

(1) The Board imparts information on issues, needs, and complaints in a manner allowing the Superintendent the opportunity to solve related problems in a professional manner by:

Submitting written/verbal requests and allows sufficient time to respond Following **Board Policy** and Collective Commitments when requesting information

(2) The Board clearly interprets its position on controversial matters pertaining to the District, thereby enabling the Superintendent to properly carry out the Board wishes by:

Making informed decisions based on presented data, supporting Board approved action and/or administration

(3) The Board disregards personalities and considers the recommendations of the Superintendent in an unbiased and objective manner by:

Making recommendations and/or decisions based on fact and not personal opinion or opinion of others

Following Collective Commitment NO. 7

(4) The Board communicates views of personnel effectiveness, including views related to the Superintendent, in a confidential and professional manner by:

Stating facts, providing evidence of in a confidential manner Following Collective Commitment NO. 7

#### B. Board Relationship with Community

(1) The Board Recognizes that the citizens have entrusted them with the educational development of the children and youth of its community by:

Responding to community concerns as a Board through Board meetings, Study Sessions and Live Streams available for review on YouTube

(2) The Board recognizes that the community expects their first and greatest concern to be in the best interest of each and every one of the young people without distinction as to who they are or what their background may be by:

Responding with evidence that supports all students and all schools avoiding personal interest

(3) The Board enacts policies supporting the efforts of the administration in helping people of the community to have the facts about their schools, to the end that they will readily provide the finest possible school program, school staff, and school facilities by:

Enacting policy based on fact and not opinion of a few

- C. Board Relationships Between Members During Meetings
- (1) Individual members of the Board treat other members of the Board and professional staff with respect during Board meetings by:

Displaying professionalism, following norms, adhering to Collective Commitments, being factual

(2) Differences of opinion influencing Board member votes are based on the issues at hand and not on a personality basis by:

Casting votes based on data

## (3) All members of the Board conduct themselves in such a manner as to emphasize that individual Board members have authority only when convened in a legally conducted Board meeting with at least a quorum present by:

Not making decisions or responding on behalf of the Board during school and/or community events as an individual and/or outside of a Board quorum

#### D. Board Relationships with Staff and Personnel

(1) The Board requires the Superintendent to recommend personnel for their consideration and consistently adheres to this procedure by:

Following procedures for recommendation for personnel presented by Superintendent

(2) The Board members make every effort to become acquainted with the personnel of the District by:

Publically greeting personnel at Board meetings, district, school and community events

(3) The Board members' personal friendships with District personnel are maintained without allowing them to affect overall Board decisions and/or policies by:

Separating personal relationships from governance Not making decisions based biased perspectives

#### E. Board Relationship to the Instructional Program

(1) The Board makes an effort to keep informed about the instructional program providing for periodic reports as deemed necessary and by periodic visitation in the schools by:

Reviewing instructional data presented at Board meetings, participating in study sessions and attending district and school curriculum events across the district

Supporting the District Strategic Plan

(2) The Board attempts to gain information from the community pertaining to instructional program needs by:

Reviewing parent survey summaries

Information gained through community interactions

(3) The Board maintains policies necessary to enable the educational staff to develop the educational program required to meet the needs of the community by:

Keeping current on all instructional policies, supporting instructional recommendations based on data

#### F. Board Relationship to the Financial Management of the Schools

(1) The Board establishes the policies and provides the necessary resources to properly manage the finances of the District by:

*Keeping current on financial policies to ensure financial solvency* 

Using District data to make financial decisions

Using data from District financial advisors

Making informed recommendations/decisions based on study sessions

Furthering knowledge through attendance at relevant conferences

(2) The Board requires the proper accountability for the expenditure of funds in the District by:

Following financial policies and meeting financial timelines

Complying to USFR and audit requirements as outlined by the Auditor General

### (3) The Board provides justified funding to maintain a high quality educational program in this District by:

Making financial decisions based on financial reports, enrollment reports, educational needs and demographic assessments

## (4) The Board keeps the community informed about the financial needs of the District by:

Following policy on financial reporting to the public through Board Meetings, study sessions, stakeholder meetings

#### G: General Statements:

- (1) List any significant accomplishments made by the school system during the past year
- (2) List any weaknesses you have observed in the operation of the school system
- (3) List in order of priority four (4) challenges the Board faces

#### INFORMATIONAL AGENDA ITEM

AGENDA NO: <u>9.A.</u> TOPIC: <u>Future Meetings</u>

SUBMITTED BY: Ms. Cindy Segotta-Jones, Superintendent

RECOMMENDED BY: <u>Ms. Cindy Segotta-Jones, Superint</u>endent

DATE ASSIGNED FOR CONSIDERATION: November 7, 2019

Board Meetings dates for the 2019-2020 school year are listed below with the agenda topics anticipated for each meeting. Routing items, i.e. youchers personnel reports, travel, etc., are not included in the list

	tine items, i.e., vouchers, personnel reports, travel, etc., are not included in the list.					
November 21	Vacated					
December 12	Revised Budget					
	Strategic Plan Presentation					
	School Year Calendars					
January 9	Organizational Meeting					
	Organizational Meeting deadline January 15					
	Employee and Student Discipline Hearing Procedures					
	Hearing Officer List					
January 23	Employment Contracts and Agreements					
February 6	Certified Contract Renewals					
February 20	Special Meeting					
March 5	Meet and Confer/Salary Recommendations					
	Extra Duty Pay Schedule					
	Administrative Contract Renewals					
March 26	Special Meeting					
April 9	Board Meeting Schedule					
	Classified Employment Renewals					
	Medical, Dental, Vision, Life, Mid-Term and Short-Term Disability Insurance					
	Pay for Performance Plan					
	ASBA Political Agenda Submissions					
	NSBA Debrief					
April 23	Special Meeting					
May 14	Authorized Signatories					
	Budget Revision					
	Call for Election					
	Renewal of Sole Source, Cooperative, and Purchasing Contracts					
	Facsimile Signatures					
	Salary Tables, Fringe Benefits and Extra Duty Stipends					
May 28	Special Meeting					
June 11	Strategic Plan Update/Discussion					
	Employee Garnishments					
	Student Activity Treasurer					
	Execution of Vouchers					
	Workers Compensation, Property, Casualty and Liability Insurance					
	Claims Service Agreement					
	Authorization to Settle Claims					
7 05	Evaluation Handbooks					
June 25	Superintendent's 2020-2021 Performance Pay Criteria					
	Superintendent Evaluation Instrument					
	Principal and Teacher Evaluation Ratings					
	Proposed Expenditure Budget					
	State Assessment Data					
	Extracurricular Fee Schedule					
	SFB Capital Plan					
	Facility Use Fee Schedule and Agreement					

### Agenda Item Requests Tracking:

Agenda Item	Date of Board Request	Board Member Making Request	Date Placed on Agenda	Action Taken
Salary Schedule Study Session	5/9/19	Sara Smith		Request withdrawn
Procurement Process Study Session	7/11/19	Jamie Aldama		Request withdrawn
Sick Leave Buy Back Policy Study Session	8/22/19	Mary Ann Wilson		Information provided in Board Update 9.20.19
SmartSchools Detailed Report on Costs/Savings	9/12/19	Jamie Aldama		Information provided in Board Update 9.20.19
Census Resolution	9/12/19	Brenda Bartels	10/14/19	Resolution Adopted
Superintendent's Evaluation Instrument	10/14/19	Sara Smith		Added to June 25 upcoming agenda items list