Regular Meeting of the Governing Board April 9, 2020 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. 58th Avenue, Glendale.

The Board reserves the right to change the order of items on the agenda, with the exception of public hearings, which are scheduled for a specific time. At the chair's discretion, the Board may carry over consideration of any business not concluded by 9:00 p.m. to the next regular meeting's agenda. Governing Board members may participate 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 COVID-19 MEETING PROCEDURES

Until further notice, the Glendale Elementary School District Governing Board will be enforcing the Center for Disease Control's health precautionary recommendation limiting all public gatherings to ten people. There will be no call to the public. *Reference: Arizona Attorney General's Opinion dated March 13, 2020 Re: Concerns Relating to Arizona's Open Meeting Law and COVID-19*).

All Governing Board meetings are livestreamed and available to view via the Glendale Elementary School District's YouTube Channel: https://www.youtube.com/user/glendaleelementary

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. Consent Agenda

a. Minutes

It is recommended the Governing Board approve the minutes of the March 5, 2020 Regular Meeting, and March 17, 2020 Special 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.

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. <u>Classified Personnel Report</u>

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 February 2020 as presented.

g. Phased Retirement Plan and Service Agreement

It is recommended the Governing Board approve the Phased Retirement Plan and Service Agreement with Educational Services, Inc., as presented.

h. Classified Work Agreement and Contract Renewals

It is recommended the Governing Board approve the renewal of classified staff work agreements and contracts for the 2020-2021 school year as presented.

4. Reports and Information Items

a. Financial Update

Administration will present an update of potential budget scenarios for the 2020-2021 Fiscal Year.

5. Action Items

a. Meet and Confer Recommendations

It is recommended the Governing Board approve the Meet and Confer recommendations for the 2020-2021 school year as presented.

b. Administrative Salaries and Performance Pav

It is recommended the Governing Board approve the Superintendent's recommendation for certified and classified administrative employee salaries and Performance Pay for the 2020-2021 school year as presented.

c. Substitute Teacher and Substitute Exempt Staff Wage Increase

It is recommended to Governing Board approve the increase in the daily rate for substitute teachers and substitute exempt staff and approve of the schedule for fiscal year 2020-2021 as presented.

d. Performance Pay Plan

It is recommended the Governing Board approve the Pay for Performance Plan for the 2020-2021 school year as presented.

e. 2020-2021 Board Meeting Calendar

It is recommended the Governing Board approve the proposed meeting calendar for the 2020-2021 school year as presented.

6. 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.

7. 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.

8. Adjournment

ACTION AGENDA ITEM

AGENDA NO: 3.A. TOPIC: Minutes
SUBMITTED BY: Ms. Elizabeth Powell, Executive Assistant
RECOMMENDED BY: Ms. Cindy Segotta-Jones, Superintendent
DATE ASSIGNED FOR CONSIDERATION: <u>April 9, 2020</u>
RECOMMENDATION:
It is recommended the Governing Board approve the minutes of March 5, 2020 Regular Meeting and
March 17, 2020 Special 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 March 5, 2020

Present: Ms. Monica Pimentel. President

Ms. Mary Ann Wilson, Clerk Mr. Jamie Aldama, Member Ms. Brenda Bartels, Member Ms. Sara Smith. Member

CALL TO ORDER AND ROLL CALL

The meeting was called to order by Ms. Pimentel at 5:30 p.m. She noted the presence of all five Board members, constituting a quorum.

OPENING EXERCISES

Ms. Pimentel asked to move the Call to the Public to after Action item 5.A. Ms. Smith moved to adopt the meeting agenda with the change requested and Ms. Bartels seconded the motion. Upon call to vote, Ms. Bartels, Ms. Wilson, Ms. Pimentel, Mr. Aldama and Ms. Smith voted 'aye', and the motion carried.

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

SPECIAL RECOGNITION

Student Performance The Jack Squeakers from William C. Jack School performed an original song written by the students about their school under the direction of Ms. Amanda Nottingham.

Just Because Recognition

The Governing Board recognized the staff members and students selected for the February and March GESD Just Because 2020 award: Mr. Denis Parcells, Ms. Norma Reyes, Joseph Trejo, and Matthew Reyes Robles.

ACTION ITEM Board Member Resignation

It was recommended the Governing Board approve the acceptance of resignation from Mr. Jamie Aldama as a Glendale Elementary School District Governing Board member, effective immediately, as requested.

Mr. Aldama addressed the Board and audience regarding his request for resignation from the Governing Board. He thanked Mrs. Aldama for her support. Ms. Pimentel thanked Mr. Aldama for his service. Ms. Segotta-Jones also expressed her appreciation to Mr. Aldama for his service and support of the District.

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

Ms. Pimentel called for a ten minute recess at 6:00 p.m.

Ms. Pimentel called the meeting back to order at 6:10 p.m.

CALL TO THE PUBLIC

Ms. Elizabeth Griego addressed the Governing Board regarding her seventh grade class size at Bicentennial North School. She described issues experienced in classrooms related to the number of students in the classroom.

Ms. Jennie Paperman addressed the Governing Board regarding concerns from teachers related to class sizes.

Ms. Mary Gross addressed the Governing Board regarding her class size and challenges related to the number of students.

Ms. Elizabeth Seifter addressed the Governing Board regarding class sizes.

Mr. Michael Schoonover addressed the Governing Board about concerns with class sizes, lack of substitutes and teacher retention.

Ms. Jessica Peck addressed the Governing Board regarding class size and Meet and Confer. She encouraged the Board to make lower class sizes a priority for the next school year.

Ms. Lacey Arizona addressed the Governing Board regarding concerns about class sizes in the Dual Language Immersion Program.

CONSENT AGENDA

Ms. Bartels requested to pull item 6.G. Travel. Ms. Smith moved to approve the consent agenda as presented with the requested change and Ms. Wilson seconded the motion. Upon call to vote, Ms. Wilson, Ms. Bartels, 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 February 6, 2020 Regular Meeting,

February 13, 2020 Special meeting and February 20, 2020 Special Meeting 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
Kroger	Check to School	\$88.51	Bici North
Kroger	Check to School	\$130.39	Bici South
Bicentennial South PTB	Check to School - Field Trips	\$886.36	Bici South
Stephanie Scott	Volleyball Net	\$12.99	Burton
Wells Fargo Community Support Program	Check to School	\$35.00	Coyote Ridge
Wells Fargo Community Support Program	Check to School	\$35.00	Coyote Ridge
Desert Botanical Garden	Field Trip Admission	\$1,280.50	Desert Garden
Alma Ival	Assorted Student Clothing	\$65.00	Desert Garden
Wells Fargo Community Support Program	Check to School	\$50.00	Desert Spirit
Fry's Supermarket	Starbucks Gift Cards (8)	\$80.00	Districtwide
GUSTO	Assorted Gift Cards (12)	\$600.00	Districtwide
GUSTO	Assorted Gift Cards (14)	\$1,200.00	Districtwide
Sherri Totman	Classroom Materials	\$200.00	GSA
Joann's Fabric & Craft store	Craft Supplies	\$5,000.00	Imes
Sandy Hook Promise Foundation	Check to School	\$250.00	Jack
Box Tops	Check to School	\$36.20	Jack
Anonymous	DO Parking Lot	\$2,100.00	Landmark
Southwest Skating Partners	Check to School	\$29.00	Sine
Kroger	Check to School	\$47.45	Smith
Home Smart	Amazon Gift Card	\$25.00	Wellness
Thunderbird Endoscopy Center	Starbucks Gift Card	\$10.00	Wellness
First Credit Union	Visa Gift Card	\$25.00	Wellness
Home Smart-Dave Kinuamen	Starbucks Gift Cards (2)	\$10.00	Wellness
Lincoln Investments	Olive Garden Gift Card	\$25.00	Wellness
Ruth Gonzalez, Realtor	Amazon Gift Card	\$25.00	Wellness
United Healthcare	Starbucks Gift Card	\$20.00	Wellness
Skeens & Jarnagin	Staples Gift Card	\$20.00	Wellness
Alex Akers- AXA	Starbucks Gift Card	\$15.00	Wellness
Roadrunner Foot and Ankle	Sprouts Gift Card	\$25.00	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.

	Sheppard, Tonya co-rated salary amount	Teacher Ne	<u>ew Employment</u>	\$41,250*	02/18/20
1. 2. 3. 4.	Hailey, Nicholas	Assistant Pr Teacher Teacher Teacher	-	Personal Reasons Personal Reasons Personal Reasons Personal Reasons	06/16/20 05/22/20 05/22/20 05/22/20
1.	Delceg, Karen	Teacher	<u>Retirements</u>		05/22/20
	Hutson, Sherry* ontract Renewal for 20-21 SY	Teacher R	<u>Rescind Resignation</u>		02/20/20
1.	Gath, Dawn	<u>Correction</u> Teacher	ion to Retirement Date		08/31/20
1.	Heneveld, Leah	<u>Memoran</u> Teacher	ndum of Understanding		02/11/20
_	•		istrative Contract Renev	<u>val</u>	
1. 2. 3. 4. 5. 6. 7. 8.	Bandin, Sabrina Cervantes Contreras, Monica Gamble, James Gill, Michael Isbel, Jenna Johnson, Jo Lindebak, Sydney Lopez, Chelsea	Teacher Teacher Teacher Teacher Teacher Teacher Teacher Teacher			

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

2. Chavez, Gloria Food Service Worker \$12.00 02/12/202 3. Cudd, Richard School Bus Monitor \$12.00 02/19/202 4. Ferguson, Robert Food Service Worker \$12.00 02/12/202 5. Garcia, John School Bus Driver \$15.19 02/12/202 6. Rosas, Mathew Ed. Assist. Sped Resource \$12.36 02/12/202 7. Suarez, Odilia Food Service Worker \$12.00 02/12/202 8. Valdez Acosta, Haydee Food Service Worker \$12.00 02/13/202 9. Wayda, Nikolas Campus Monitor \$12.00 02/12/202 1. Canez, Cynthia From Sub-Cleaner to Cleaner II \$12.00 02/18/202 2. Casas, Maria From Food Service Specialist to Food Service wkr. \$12.94 02/06/202 3. Ortega, Monica From Sub-Ed. Assist. To Ed. Assist. SPED Pre-sch. \$12.07 03/11/202								
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4. Ferguson, Robert Food Service Worker \$12.00 02/12/202 5. Garcia, John School Bus Driver \$15.19 02/12/202 6. Rosas, Mathew Ed. Assist. Sped Resource \$12.36 02/12/202 7. Suarez, Odilia Food Service Worker \$12.00 02/12/202 8. Valdez Acosta, Haydee Food Service Worker \$12.00 02/13/202 9. Wayda, Nikolas Campus Monitor \$12.00 02/12/202 Position Change 1. Canez, Cynthia From Sub-Cleaner to Cleaner II \$12.00 02/18/202 2. Casas, Maria From Food Service Specialist to Food Service wkr. \$12.94 02/06/202 3. Ortega, Monica From Sub-Ed. Assist. To Ed. Assist. SPED Pre-sch. \$12.07 03/11/202	2.	Chavez, Gloria	Food Service Worker	\$12.00	02/12/2020			
5. Garcia, John School Bus Driver \$15.19 02/12/202 6. Rosas, Mathew Ed. Assist. Sped Resource \$12.36 02/12/202 7. Suarez, Odilia Food Service Worker \$12.00 02/12/202 8. Valdez Acosta, Haydee Food Service Worker \$12.00 02/13/202 9. Wayda, Nikolas Campus Monitor \$12.00 02/12/202 Position Change 1. Canez, Cynthia From Sub-Cleaner to Cleaner II \$12.00 02/18/202 2. Casas, Maria From Food Service Specialist to Food Service wkr. \$12.94 02/06/202 3. Ortega, Monica From Sub-Ed. Assist. To Ed. Assist. SPED Pre-sch. \$12.07 03/11/202	3.	Cudd, Richard	School Bus Monitor	\$12.00	02/19/2020			
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9. Wayda, Nikolas Campus Monitor \$12.00 02/12/202 Position Change 1. Canez, Cynthia From Sub-Cleaner to Cleaner II \$12.00 02/18/202 2. Casas, Maria From Food Service Specialist to Food Service wkr. \$12.94 02/06/202 3. Ortega, Monica From Sub-Ed. Assist. To Ed. Assist. SPED Pre-sch. \$12.07 03/11/202	7.	Suarez, Odilia	Food Service Worker	\$12.00	02/12/2020			
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	4.	Ortiz, Guadalupe	From Sub-Cleaner to Cleaner 1	\$12.00	02/18/2020			
Retirement								
	1	Rruner Carolyn			04/03/2020			
		•	<u> </u>		05/21/2020			

Minutes of the Regul of the Governing Boa			March 5, 2020
3. Parra, Julian	Journey Locksmith		06/30/2020
5. Tarra, Junan			00/30/2020
 Barajas, Yuri Benavides, Aracel Crotzer, Anita Dazey, Trisha Enriquez Mendoz Lane, Sarah Silva, Violeta 	Resignation Campus Monitor Ii School Secretary Food Service Ed. Assist. Special Ed. Resource a. Laura Campus Monitor Ed. Assist. Special Ed. Self-contained Ed. Assist. Special Ed. Self-contained	Other Employment Personal Reasons Job Abandonment Personal Reasons Personal Reasons Personal Reasons	01/24/2020 02/25/2020 01/29/2020 02/28/2020 12/20/2019 02/14/2020 05/21/2020
1. Castro, Claudia	New Hire Substitutes Sub-Cleaner	\$12.00	02/19/2020
1. Garza, Crystal	<u>Correction to Resignation Date</u>	From 12/20/2019 to	01/06/2020
Student Activity Fund Balance Statement	d The Governing Board approved the Student Activity 2020 as presented.	ty Fund Balance Staten	nent for January,
Administrative Contract Renewals	The Governing Board approved the renewal of ad the 2020-2021 school year as presented.	ministrator employme	ent contracts for
Self-Insured Trust Board Members	The Governing Board reappointed the current mem Board to serve another term, as presented.	bers of the District's S	elf-Insured Trust
Medical Insurance Renewal	The Governing Board approved the renewal of Unpresented for 2020-2021.	nited Healthcare medi	cal insurance as
Dental Insurance Renewal	The Governing Board approved the renewal of E 2020-2021.	Delta Dental benefits a	as presented for
Vision Insurance Renewal	The Governing Board approved the renewal of Visias presented for 2020-2021.	ion benefits through U	nited Healthcare
Alternative Dental Insurance	The Governing Board approved alternative dental : Maintenance Organization (DHMO) benefits as pre		na Dental Health
Flexible Spending Account Benefits	The Governing Board approved Flexible Spending Western as presented for 2020-2021.	Account (FSA) benefi	ts through Basic
Life Insurance	The Governing Board approved Life Insurance b presented for 2020-2021.	enefits through Sun l	Life Financial as
Mid-Term Disability Insurance	The Governing Board approved Mid-Term Disapresented for 2020-2021.	ability benefits throu	gh Sun Life as
Short-Term Disability Insurance	The Governing Board approved Short-Term Disabi as presented for 2020-2021.	lity benefits through S	un Life Financial

Employee Assistant

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March 5, 2020

Credit Monitoring Program

Program

The Governing Board approved employee assistance program benefits through Interface EAP as presented for 2020-2021.

The Governing Board approved the credit monitoring program through PrivacyArmor by InfoArmor as presented for 2020-2021.

WellStyles through

Virgin Pulse

The Governing Board approved WellStyles through Virgin Pulse as presented for 2020-2021.

The following item was pulled for separate discussion and action:

Travel

Ms. Segotta Jones recommended the Governing Board approve and ratified the requests for employee out-of-county travel as presented.

Ms. Bartels expressed concerns about the NALEO Conference and their sessions related to education. At this time there are only two sessions listed related to education, and both are on charter schools. Ms. Smith stated that Board travel should align to Strategic Plan goals..

Ms. Smith moved to approve the travel as requested with the exception of NALEO. Ms. Bartels seconded the motion. Upon call to vote the motion carried with votes in favor from Ms. Smith, Ms. Bartels, Ms. Pimentel, and Ms. Wilson.

REPORTS AND INFORMATION ITEMS

None at this time.

ACTION ITEMS

Employment of Principal

Ms. Segotta-Jones recommended the Governing Board approve the hiring of Mr. Bradley Horstman as Principal of Challenger Middle School, salary and benefits commensurate with other principals. Ms. Bartels moved to approve the recommendation as stated and Ms. Smith seconded the motion. Upon call to vote the motion carried with votes in favor from Ms. Bartels, Ms. Smith, Ms. Wilson and Ms. Pimentel.

Employment of Principal

Ms. Segotta-Jones recommended the Governing Board approve the hiring of Ms. Tarrah Bernabe as Principal of Harold W. Smith School, salary and benefits commensurate with other principals. Ms. Bartels moved to approve the recommendation as stated and Ms. Smith seconded the motion. Upon call to vote the motion carried with votes in favor from Ms. Bartels, Ms. Smith, Ms. Wilson and Ms. Pimentel.

Employment of Principal

Ms. Segotta-Jones recommended the Governing Board approve the hiring of Mr. Joshua King as Principal of Melvin E. Sine School, salary and benefits commensurate with other principals. Ms. Smith 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. Smith, Ms. Wilson and Ms. Pimentel.

Ms. Segotta-Jones announced that Melvin E. Sine's current principal Ms. DeAnza Baker will be moving to Principal of Sunset Vista School.

DISCUSSION ITEM

NSBA Annual

Conference Sessions

The Governing Board discussed the National School Boards Associations Annual Conference sessions. Ms. Smith requested the item so Board members could align the sessions attended with the District's strategic goals. If the schedule is available this will be brought back for discussion at the March 26th Special Meeting. Attendees will get together at the conference to strategize their session attendance.

FUTURE MEETINGS

Future Meetings and

Agenda Item Request A list of upcoming meetings was reviewed. The next meeting will take place on March 26. A study session will be held related to the budget at the May 28th meeting. The June 25th meeting agenda items will be moved to June 11th if possible. If the Board approves attendance at the NALEO conference, the June special meeting/retreat can be moved to the week prior. Specific recommendations for the June board meeting schedule will be brought for consideration at the March 26 meeting.

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

SUMMARY OF BOARD AND SUPERINTENDENT CURRENT EVENTS

Ms. Segotta-Jones reported on current events:

- Artwork Display: Glendale Success Academy and Sunset Vista
- District Track Meet February 29th
- Read Across America Week
- Golfing with GUSTO Event March 4th
- Dog Days of Glendale Saturday March 7, 8-1 p.m. at Murphy Park
- Downtown Glendale Art Benches
- Basketball Championship Wednesday, March 11, 4:30 p.m. at Glendale Landmark
- Parent Teacher Conferences/Spring Break
- Passing of employee David Hutchinson

Ms. Smith congratulated the new principals and expressed her appreciation for the candidates each having grown from positions within the District. She thanked GUSTO for the golfing fundraiser event.

Ms. Bartels gave a shoutout to Ms. Mein's class at Bicentennial South school who she was a guest reader for. She wished the basketball teams luck in next week's championships.

Ms. Wilson also commented on the Bicentennial South school Read Across America event. She congratulated the new principals.

Ms. Pimentel agreed with the comments from others and thanked the Jack Squeakers for their performance.

ADJOURNMENT

Ms. Wilson moved to adjourn the meeting and Ms. Smith seconded the motion. Upon call to vote, Ms. Wilson, Ms. Bartels, Ms. Pimentel, and Ms. Smith voted 'aye', the motion carried and the regular meeting adjourned at 6:59 p.m.

Submitte	ed by:	
Elizabeth	n Powell, Executive Assistant	
Approve	d by:	
Mary An	n Wilson, Clerk of the Board	
Date:	April 9, 2020	

MINUTES OF THE EMERGENCY SPECIAL MEETING OF THE GOVERNING BOARD School District No. 40 of Maricopa County, Arizona District Office Governing Board Room March 17, 2020

Present: Ms. Monica Pimentel, President

Ms. Mary Ann Wilson, Clerk Ms. Brenda Bartels, Member Ms. Sara Smith, Member

CALL TO ORDER AND ROLL CALL

The meeting was called to order by Ms. Pimentel at 10:00 a.m. She noted the presence of all four Board members, constituting a quorum.

OPENING EXERCISES

Ms. Pimentel welcomed everyone and thanked them for coming.

Ms. Bartels moved to adopt the meeting agenda and Mr. Smith seconded the motion. Upon call to vote, the motion carried with votes in favor from Ms. Wilson, Ms. Smith, Ms. Bartels, and Ms. Pimentel.

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

DISCUSSION ITEM

COVID-19 Preparedness

The Governing Board discussed the District's preparedness related to COVID-19 (coronavirus disease 2019).

Ms. Segotta-Jones provided an overview of the coordination taking place at District level in response to the Governor's closure of Arizona schools through March 27th. Last week the Governor's office and Superintendent of Public Instruction provided guidance to Arizona schools related to school health precautionary measures and cleaning procedures. Deep cleanings were planned for Spring Break. Following the guidance from the state, several school districts began to announce closures. The District proceeded with break as planned, with discussions to continue as events progress. On Sunday, the Governor ordered all schools closed. Discussions continue with the leadership team to coordinate and plan for how staff are handled and providing meals to students during the closure. Ms. Segotta-Jones has been in contact with Mr. Capistran, Superintendent of Glendale Union High School District, to ensure alignment with messaging to the community from our two districts.

After the announcement of the closure, all staff were ordered to remain home on Monday. The executive team and other essential staff came in Monday morning to discuss plans for the closure of schools through March 27th. A number of questions and issues have been raised due to the closure: state testing, athletics, pay for hourly employees, what essential services and staff need to be kept going, providing meals to students, school calendars, and many other issues.

Legal counsel has advised district Governing Boards to adopt a resolution allowing for staff to continue to be paid, and giving the Superintendent authority to act as necessary as it relates to the school closures.

One recommendation is for essential staff who continue to work during the closure to be paid at a rate of time and a half. The essential staff are being identified with care. All other staff will be assigned to home and on call as needed. There are a number of questions from staff related to this that must be discussed and addressed.

Superintendent Segotta-Jones noted the District is taking the threat of COVID-19 seriously and adhering to recommendations from the CDC and other health agencies as applicable, such as maintaining the recommended six foot distance and limiting gatherings to ten people.

Following the Board meeting communication will be sent out to all staff regarding the District's closure and corresponding actions.

The District is offering to-go, drive up meals to students at all sites, starting Wednesday, from 9 a.m. to 11 a.m. (Monday through Friday). We will also be offering a drive-up food distribution from the District Office parking lot next Wednesday. The District is working with St. Mary's Food Bank and other agencies to provide resources to the community.

With regards to continued learning opportunities, the District does not have capability to provide online learning, as many of our students do not have devices or internet access at home. If learning is provided to the general population, they must also be provided to students with I.E.P.'s according to their needs. Due to this complication, the District will not be proceeding with online assignments. As an alternative, the District will be sharing links to resources for parents to use with their children, if they are able to and choose to do so. With parent teacher conferences just last week, most parents will be aware of what areas their children may need to focus on.

Ms. Wilson inquired about how meals can be provided to students who do not have transportation or an adult to bring them to pick up meals. Ms. Segotta-Jones noted the District must meet federal guidelines as it relates to how meals are served to children. If it appears not enough children are coming for meal distributions, the team will regroup to address the challenges that may arise.

Ms. Bartels asked about how volunteers are being handled. Ms. Segotta-Jones responded that Mr. Cummings is receiving these requests. If volunteers are utilized they will need to complete training to ensure federal guidelines are met.

Ms. Bartels asked about childcare services. Ms. Segotta-Jones explained that Twenty-First Century Grant Programs and Extended Day are typically only provided while school is in session. There are other issues with providing childcare services and meeting state and federal licensing requirements.

Ms. Smith commented on the CDC's recommendations related to schools, and that the closing of schools will not stop the spread of sickness. She would like the District to provide links to health agency information about the closure of schools and health precaution measures. Ms. Segotta-Jones noted the District has been keeping links to information within our communications to ensure our community has the ability to research the issues themselves.

Ouestions were raised in regarding communication with staff.

Ms. Smith noted the high school district has not communicated that meals will be provided during the closure, and this may impact the number of people taking advantage of our meal service.

Ms. Bartels asked about how the District will handle resuming school and safeguarding staff and students who may be at risk due to health conditions. Ms. Segotta-Jones explained the District will be working to ensure a healthy working environment. Staff who require specific accommodations will be worked with on an individual basis. Ms. Bartels stated she would like to see that these employees are able to work from home if needed to ensure they continue to receive pay during this time.

Ms. Smith asked about the availability of cleaning supplies. Ms. Segotta-Jones is meeting with administrators today to discuss these needs. Note cards are being created to go in students' lunch bags with a pledge to wash hands, the GESD 20-Second Pledge.

Ms. Wilson asked if there's a chance school resumes, and then closures take place again, noting the spread is not expected to peak until May. This is a possibility. A number of other issues are being discussed associated with an extended closure, including graduations/promotions.

Ms. Pimentel inquired about waivers for state testing. Ms. Segotta-Jones stated that this has not been authorized for Arizona at this time. The state is working with vendors to extend the testing window.

Ms. Segotta-Jones commended national and state leaders and healthcare providers for the work they are doing to respond to this issue.

ACTION ITEM

Resolution

Ms. Segotta-Jones recommended the Governing Board approve the Resolution to close all Glendale Elementary School District schools through March 27, 2020, or extended by the Superintendent as necessary, and to authorize the Superintendent to take additional actions as necessary.

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

FUTURE MEETINGS

Future Meetings and

Agenda Item Request A list of upcoming meetings was reviewed. The next meeting is scheduled for March 26th at 5:30 p.m. Administration recommends this meeting is postponed until after the school closure to allow the financial update and meet and confer recommendations take place. The executive session scheduled for that meeting would still need to be held in order to review applications for the board vacancy. At this time there is only one. The Board may be able to have the executive session by telephone. Ms. Smith asked if it was even necessary to meet about this item as the applicants will all be interviewed and considered by the County. Ms. Pimentel asked if the District could find out if any applications were submitted directly to the County. With the March 26th meeting postponed, the next meeting will be April 9th.

> Governing Board Members were given the opportunity to request items to be included on future meeting agendas for discussion, information and/or action. Ms. Wilson asked to have the Board's interests for Meet and Confer added to upcoming meetings for next year prior to the Meet and Confer process beginning.

ADJOURNMENT

Ms. Smith moved to adjourn the meeting and Ms. Bartels seconded the motion. Upon call to a vote, Ms. Bartels, Ms. Wilson, Ms. Smith, and Ms. Pimentel voted 'aye', and the motion carried and the regular meeting adjourned at 11:01 a.m.

Submitted by:
Elizabeth Powell, Executive Assistant
Approved by:
Mary Ann Wilson, Clerk of the Board
Date: April 9, 2020

ACTION AGENDA ITEM

AGENDA NO: 3.B. TOPIC: Ratification of Vouchers
SUBMITTED BY: Ms. Courtney Piña, Accounting Budget Supervisor
RECOMMENDED BY: Ms. Valerie Caraveo, Director of Finance and Purchasing
DATE ASSIGNED FOR CONSIDERATION April 9, 2020
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					
Date	Voucher #	Amount			
2/6/2020	2068	\$628,539.68			
2/6/2020	2069	\$16.61			
2/6/2020	2070	\$393,420.61			
2/13/2020	2071	\$485,129.00			
2/13/2020	2072	\$78,419.73			
2/20/2020	2073	\$390,740.70			
2/20/2020	2074	\$106,258.65			
2/20/2020	2075	\$710.00			
2/27/2020	2076	\$139,309.78			
2/27/2020	2077	\$400.00			
2/27/2020	2078	\$96,095.47			
	Total:	\$1,690,483.94			

Payroll Vouchers				
Date	Voucher	Amount		
2/13/2020	1017	\$2,840,784.75		
2/18/2020	29	\$154,738.20		
2/26/2020	1018	\$2,833,640.78		
3/3/2020	30	\$148,644.16		
	Total:	\$5,977,807.89		

ACTION AGENDA ITEM

AGENDA NO: 3.C. TOPIC: Acceptance of Gifts

SUBMITTED BY: Ms. Courtney Piña, Accounting Budget Supervisor

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

DATE ASSIGNED FOR CONSIDERATION: April 9, 2020

RECOMMENDATION:

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

RATIONALE:

Donor	Doggwintlen	Cash Amount / Estimated Value	Docimient
Donor Donors Choose	Description Forbudg and Verboards Help Students		Recipient
Donors Choose	Earbuds and Keyboards Help Students Learn Project	\$5,000.00	Challenger
Donors Choose	A Book for Every Child Project	\$620.00	Challenger
Donors Choose	Watch Out Messi Project	\$306.00	Challenger
Donors Choose	High Interest Novels for All Levels of Readers Project	\$870.00	Challenger
Donors Choose	High Interest Novels for All Levels of Readers Part II Project	\$1,071.00	Challenger
Arizona Science Center	Check to School	\$268.03	Discovery
Monica Silva	Stuffed Animals	\$250.00	GSA
Tuan Le	Cash Donation	\$10.00	Horizon
Kroger	Check to School	\$74.91	Sunset Vista
Fry's Supermarket	Gift Cards (2)	\$50.00	Superintendent's Office
Cetera Investors	Restaurant Gift Card	\$25.00	Wellness
Liberty Mutual	Visa Gift Card	\$25.00	Wellness
Sam's Club	Trimmer Set	\$14.00	Wellness
Vitalant	Hat	\$10.00	Wellness
AAA Arizona	Safety Kit	\$25.00	Wellness
Wealth Strategies	Coffee Gift Box	\$30.00	Wellness
Northern Arizona University	NAU Swag Bag	\$20.00	Wellness
EOS Fitness	30 Day Free Memberships (2)	\$60.00	Wellness
Talbot Real Estate Team	Amazon Gift Card	\$25.00	Wellness
TopGolf	Swag Bag	\$60.00	Wellness

ACTION AGENDA ITEM

AGENDA NO: 3.D. TOPIC: Certified Personnel Report

SUBMITTED BY: Ms. Jacque Horine, Director of Human Resources

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

DATE ASSIGNED FOR CONSIDERATION: April 9, 2020

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.

	R	esignation	
1. Alonzo, Brooke	Teacher	CNA	05/22/2020
2. Berlan, Stephanie	Teacher	CNR	05/22/2020
3. Carmichael, Gerrard	Teacher	Personal Reasons	05/22/2020
4. Castaneda, Teresa	Teacher	CNA	05/22/2020
5. Craigen, Anne	Teacher	Personal Reasons	05/22/2020
6. Davis, Owen	Teacher	Personal reasons	05/22/2020
7. Duprest, Courtney	Teacher	Personal Reasons	05/22/2020
8. Gamble, James C.	Teacher	CNA	05/22/2020
9. Garcia, Dianna	Teacher	CNR	05/22/2020
10. Garza, Karen	Teacher	CNA	05/22/2020
11. Gill, Michael	Teacher	CNA	05/22/2020
12. Hall, Andrea	Teacher	CNA	05/22/2020
13. Hamilton, Kelsey	Teacher	Personal Reasons	05/22/2020
14. Helman, Serena	Teacher	CNA	05/22/2020
15. Hutson, Mikayla	Teacher	Personal Reasons	05/22/2020
16. Ibrahim-Guadagni, Laurie	Teacher	Personal Reasons	05/22/2020
17. Julca, Johana	Teacher	Moving	05/22/2020
18. Johnson, Stephanie	Teacher	CNA	05/22/2020
19. Kalle, Sallar	Teacher	CNA	05/22/2020
20. Kennedy, Angela	Teacher	CNA	05/22/2020
21.Knapp, Kimberly	SELS	Personal Reasons	05/22/2020
22. Kornak, Ewelina	Teacher	CNA	05/22/2020
23. Latch, Jayna	Teacher	Personal Reasons	05/22/2020
24. Lerma, Leslie	Teacher	Personal Reasons	05/22/2020
25. Lieberman, Ronald	Teacher	Personal Reasons	05/22/2020
26. Lopez, Chelsea	Teacher	Personal Reasons	05/22/2020
27. Lopez, David	Teacher	Personal Reasons	05/22/2020
28. Manning, Amy	Teacher	Personal Reasons	06/05/2020
29. Melendrez, Rebekah	Teacher	Personal Reasons	05/22/2020
30. Mistry, Sonal	Teacher	CNA	05/22/2020
31. Munguia, Suzanne	Teacher	CNA	05/22/2020
32. Murillo, Hilda	Teacher	Personal Reasons	05/22/2020
33. Nelson, Michael W	Teacher	CNR	05/22/2020
34. O'Connell, Meagan	Teacher	Personal Reasons	05/22/2020
35. Okenwa, Jennifer	Teacher	Personal Reasons	05/22/2020
36. Pepper, Dena	Teacher	Personal Reasons	05/22/2020

37. Peoples, Christina	Teacher	Personal Reasons	05/22/2020	
<u> </u>				
38. Perkins, Lenore	Teacher	CNR	05/22/2020	
39. Ridgeway, Kara	Teacher	CNR	05/22/2020	
40. Robertson, Alex	Teacher	CNA	05/22/2020	
41. Schmitz, Gina	Principal	Other Employment	06/30/2020	
42. Scott, David	Teacher	Personal Reasons	05/22/2020	
43. Sheldahl, Erin J.	Teacher	CNA	05/22/2020	
44. Smith, Jeremy	Achievement Advisor	CNA	06/05/2020	
45. Soliz, Jessica	Teacher	Personal Reasons	05/22/2020	
46. Swalley, Phenicia	Teacher	CNR	05/22/2020	
47. Szapiro, Jody	Teacher	CNA	05/22/2020	
48. Thomas, Larry	Teacher	CNR	05/22/2020	
49. Thomson, Riley	Teacher	Other Employment	05/22/2020	
50. Tugung, Heather	Teacher	CNA	05/22/2020	
51. Whitesell, Kelley	Teacher	CNR	05/22/2020	
52. Wilson, Alexis	Teacher	CNA	05/22/2020	
53. Wilson, Kane	Teacher	CNA	05/22/2020	
54. Wong, Melissa	Teacher	Personal Reasons	05/22/2020	
*Recommend liquidated damages fee applied per contract				

CNA = Contract Not Accepted CNR = Contract Not Returned

Non-Administrative Contract Renewal

1. Sheppard, Tonya

Rescind Resignation

1. Dool, Megan*	Teacher	03/06/2020
2. Macklin, Diana*	Teacher	03/25/2020
3. Moyer, Samantha*	Teacher	06/26/2020
4. Williams, Kathy*	Teacher	02/28/2020
*Contract Renewal for 20-21 SY		

Memorandum of Understanding

1.	Chrisman, Cindy	Teacher	\$155 p/day	03/18/2020
2.	Klenner, Minette	Teacher	\$155 p/day	03/13/2020

Retirement

1. Belsan, Sonja* Teacher 05/22/2020 *Entering Phased Retirement

ACTION AGENDA ITEM

AGENDA NO: 3.E. T	OPIC: <u>Classified Personnel Report</u>			
SUBMITTED BY: Mr. Brian	Duguid, Coordinator for Human Resources			
RECOMMENDED BY: Ms. De	eby Valadez, Assistant Superintendent for Hu	man Resources		
DATE ASSIGNED FOR CONS	IDERATION: <u>April 9, 2020</u>			
RECOMMENDATION:				
	rerning Board approve the employments, rest ons of employment, and/or terminations of c		s, promotions,	
leaves of absence, cancenau	ons of employment, and/or terminations of c	lassifieu personner.		
	New Employment			
1. Eason, Victoria	School Bus Driver	\$21.97	03/02/2020	
2. Ely, Katherine	Sped Resource	\$21.97 \$12.36	03/02/2020	
3. Jimenez, Jennifer	Campus Monitor	\$12.00	02/24/2020	
4. Gonzalez Pelaez, Zaida	Ed. Assist.	\$13.16	02/24/2020	
5. Medina Garcia, Laura	Campus Monitor	\$12.00	03/02/2020	
6. Meza, Deja	Ed Assist. Resource	\$12.00	03/04/2020	
7. Powell, Julie	Payroll Technician	\$16.72	03/19/2020	
8. Telles, Cristina	Trainee School Bus Driver	\$14.13	03/09/2020	
9. Titus, Courtney	Payroll Technician	\$15.07	03/16/2020	
10. Varnadoe, David	Ed. Assist. Resource	\$12.00	02/24/2020	
11. Williams, Karin	Bus Monitor	\$12.00	03/09/2020	
TII ((Imailio) Italiii	Duo Mointoi	ψ1 2. 00	05, 00, 2020	
	<u>Rehire</u>			
 Bowman, Glenda 	School Bus Driver	\$21.97	02/24/2020	
2. Alvarez Hernandez, Jane	et Campus Monitor	\$12.00	03/02/2020	
	Position Change			
1. Acejo, Michelle	from Ed. Assist. Standard to Unit Monitor	\$15.47	03/09/2020	
2. Fiene, Tyler	from Trainee School Bus Driver to School Bus Dr		03/04/2020	
3. Hebner, Alice	from Food Service Cashier to Food Service S		02/21/2020	
4. Ibanez Acosta Elizabeth		\$12.00	11/26/2019	
5. Payan, Gladis	from Lead Help Desk Spec. to Technology S		03/03/2020	
6. Sanchez, Marisol	from Attendance Secretary to School Secret	ary \$12.68	02/25/2020	
	<u>Retirement</u>			
1. Bell, Silvia	SPED Assist.		05/21/2020	
2. Clark, Thomas*	Director of I.T.		06/30/2020	
3. Collins, Eloise	Bus Monitor		05/21/2020	
4. Goodwin, Debra	Library Clerk		02/21/2020	
5. Silverman, Marci	Ed. Assist.		05/21/2020	
6. Smith, Mary *Entering Phased Retirement	School Nurse		05/21/2020	
1. Alvarado, Miriam	<u>Resignation</u> Receptionist	Personal Reasons	03/06/2020	
2. Barrios Diaz, Saby	Ed. Assist	Career Change	05/00/2020	
3. Benney, Kristina	Ed. Assist. Standard	Other employment	03/13/2020	
4. Betancourt, Alma	Campus Monitor	Other employment	05/21/2020	
5. Carballo, Petra Osuna	Lead Custodian	Other Employment	03/06/2020	
6. Cordova De La Cruz, Guadalupe Cleaner II Personal Reasons 06/21/2019				

7. Cordova, Jessica	Campus Monitor	Job Abandonment	02/11/2020		
8. Enos, Josefina	Lead Custodian	Personal Reasons	03/06/2020		
9. Garcia, John	School Bus Driver	Personal Reasons	02/25/2020		
10. Gutierrez, Mayra	Cleaner II	Personal Reasons	03/12/2020		
11. Hatfield, Lauren	Trainee School Bus Driver	Other Employment	02/28/2020		
12. Huerta, Crispin	Sub-Cleaner	Personal Reasons	03/06/2020		
13. Jones, Leslie	Ed. Assist.	Personal Reasons	05/21/2020		
14. Kemme, Roger	School Bus Driver	Personal Reasons	02/28/2020		
15. Morales, Evangeline	Ed. Assist.	Moved	03/27/2020		
16. Morrill, Bonnie	Bus Monitor	Personal Reasons	02/07/2020		
17. Romero, Joeanna	Ed. Assist. Ortho I	Other Employment	03/20/2020		
18. Salas, Ofelia	School Bus Driver	Personal Reasons	02/10/2020		
19. Villanueva, Raymond	Groundskeeper	Career change	02/25/2020		
1 2 11 50	<u>Increase in Hours</u>	1 01010	00 (0= (000		
1. Robles, Tina	School Bus Driver from 7.0 to 8.0 hour per	day \$18.12	02/27/2020		
1. Cortes, Maria	<u>New Hire Substitutes</u> Sub-Cleaner	\$12.00	03/09/2020		
,					
 Martinez Hernandez, Laura Ramos Inda. Arturo 		\$12.00	03/16/2020		
3. Ramos Inda, Arturo	Sub-Cleaner	\$12.00	03/09/2020		
Retirement Date Change					
1. Bruner, Carolyn	Food Service Manager	From 04/03/2020 to	04/02/2020		
i. Dianci, Caroljii	1 0 0 th o cl . lee l'imingel	11011101,00,202010	0 1, 02, 2020		

ACTION AGENDA ITEM

AGENDA NO: 3.F. TOPIC: Student Activity Fund Balance Satement

SUBMITTED BY: Ms. Courtney Piña, Accounting Budget Supervisor

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

DATE ASSIGNED FOR CONSIDERATION: April 9, 2020

RECOMMENDATION:

<u>It is recommended the Governing Board approve the Student Activity Fund Balance Satement for month end of February 2020 as presented.</u>

RATIONALE:



STUDENT ACTIVITY FUND MONTH END REPORT 2019-2020 FEBRUARY 29, 2020

scно	OL	BEGINNING CASH BALANCE	YEAR TO DATE REVENUE	YEAR TO DATE EXPENDITURES	CASH BALANCE
101	LANDMARK	\$12,539.21	\$1,663.99	\$1,675.89	\$12,527.31
102	ISAAC IMES	\$11,773.40	\$3,212.77	\$4,367.33	\$10,618.84
103	HAROLD W. SMITH	\$1,485.40	\$1,403.15	\$550.29	\$2,338.26
104	MELVIN E. SINE	\$6,724.69	\$4,072.17	\$1,474.14	\$9,322.72
105	WILLIAM C. JACK	\$3,174.21	\$1,561.99	\$579.92	\$4,156.28
106	DON MENSENDICK	\$4,785.69	\$0.00	\$0.00	\$4,785.69
107	GLENN F. BURTON	\$4,850.57	\$6,045.78	\$8,852.45	\$2,043.90
108	GLENDALE AMERICAN	\$2,270.78	\$655.36	\$0.00	\$2,926.14
109	BICENTENNIAL NORTH	\$652.18	\$0.00	\$100.00	\$552.18
110	HORIZON	\$1,995.53	\$1,284.25	\$512.42	\$2,767.36
111	CHALLENGER	\$1,980.70	\$9,010.00	\$9,480.45	\$1,510.25
112	BICENTENNIAL SOUTH	\$1,363.33	\$769.37	\$851.65	\$1,281.05
113	DISCOVERY	\$2,442.35	\$2,991.84	\$2,460.46	\$2,973.73
114	DESERT GARDEN	\$1,560.61	\$4,290.95	\$3,462.55	\$2,389.01
115	COYOTE RIDGE	\$3,310.67	\$1,383.21	\$2,505.52	\$2,188.36
116	DESERT SPIRIT	\$4,333.66	\$2,283.75	\$4,924.54	\$1,692.87
117	SUNSET VISTA	\$1,000.30	\$0.00	\$0.00	\$1,000.30
	TOTAL:	\$66,243.28	\$40,628.58	\$41,797.61	\$65,074.25

ACTION AGENDA ITEM

AGENDA NO: 3.G. TOPIC: Phased Retirement Plan		
SUBMITTED BY: <u>Ms. Deby Valadez, Assistant Superintendent for Human Resources</u>		
RECOMMENDED BY: Ms. Cindy Segotta-Jones, Superintendent		
DATE ASSIGNED FOR CONSIDERATION: April 9, 2020		
RECOMMENDATION:		
<u>It is recommended the Governing Board approve the Phased Retirement Plan and Service Agreement with Educational Services, Inc. as presented.</u>		

RATIONALE:

GESD has offered a Phased Retirement Program through SmartSchoolsplus for the past several years. SmartSchoolsplus has been acquired by Educational Services, Inc. The updated Employee Staffing Agreement is attached.

PLAN DESIGN:

Please see the following attachments:

- 2020-2021 Phase Retirement Protocols
- Phased Retirement Participation Request Form
- Request for Re-Employment with District following Phased Retirement



Phased Retirement Protocols

- 1. Eligibility requirements for participating in Phased Retirement:
 - Any combination of age and years of service, which qualify the employee for normal retirement benefits with the Arizona State Retirement System.
 - The employee must have acceptable performance evaluations for each of the prior two years.
 - The employee must complete the *Phased Retirement Participation request form*.
 - o The employee's supervisor must sign the form.
 - o The form must be submitted to Human Resources by March 20.
 - The supervisor is required to maintain the employee in his or her current position during the Phased Retirement period with the exception of a district initiated transfer.
- 2. Participants must sever employment with the District.
- 3. Employees can only enter Phased Retirement at the start of their position's work calendar.
- 4. Employment with Educational Services Inc. is for one year only.
- 5. Participants will receive wages through Educational Services Inc. at 80% of the base salary received in the final year of employment with the District.
- 6. Participants will be treated in a fair and reasonable manner in a Reduction in Force (RIF) situation.
- 7. The evaluation tool and protocol will be the same as what is used for District personnel in the same position.
- 8. While employed with Educational Services Inc., participants will not be eligible for a Governing Board-approved salary increase.
- 9. While employed with Educational Services Inc., participants are eligible for additional duties and/or compensation including, but not limited to Performance Pay, coaching, department chair, sponsor of student club, tutoring, etc. Participants receive 100% of the rate paid for extra duty.
- 10. When leaving Educational Services Inc., unused sick and vacation leave will not be eligible for payout.

- 11. Re-employment with the District:
 - If the employee would like to return to District employment after Phased Retirement the employee must complete the <u>Re-Employment Following Phased Retirement request form</u>.
 - o The employee's supervisor must sign the form.
 - The form must be submitted to Human Resources by March 20.
 - The employee must have a satisfactory performance evaluation while employed with Educational Services Inc.
 - The supervisor is required to maintain the employee in his or her current position during the Phased Retirement period with the exception of a district initiated transfer.
 - Salary will be paid at a rate of 80% of the base salary at the time of original separation from the District or employee will be placed as a new hire recognizing the board approved years of experience, whichever is greater, but not more than the base salary at time of retirement from the district
 - Upon re-employment sick and vacation, if applicable, will accrue in accordance with District policy. The accrual rate for vacation will be the same as a first year employee with the District. At final separation from service, unused sick leave will not be eligible for payout.
 - Upon re-employment, the insurance benefits offered will be the same as those offered to new employees.
 - Stipends and performance pay will be paid at 100% of the calculation.
 - Employees will be eligible for Governing Board approved salary increases after completing one year of re-employment with the District.
- 12. Enrollment will be open from the date of Governing Board approval through March 20 of each year per Board Policy GCQEA-Retirement of Professional/Support Staff Members.
- 13. The cost of the Alternative Contribution Rate (ACR) to the Arizona State Retirement System is paid by the District.
- 14. The District will utilize Educational Services Inc. for future school years on an as-needed basis.

My signature below confirms I have read, understand Retirement Protocols.	id, and agree to the District's Phased
Employee Signature	Date
Human Resources Signature	Date

This document must be signed and submitted with your Participation form to Human Resources by March 20th

PHASED RETIREMENT PARTICIPATION Request Form Glendale Elementary School District

SIGN AND RETURN TO HUMAN RESOURCES NO LATER THAN MARCH 20th

TO:	Deby Valadez Human Resources Department		
RE:	Phased Retirement Recommenda	ation	
I woul	ld like to recommend	Employee Name/Position	as a participant in the
Phase	d Retirement Program for the		school year.
My si	gnature below confirms that:		
(1) (2) (3)	The same or lateral position in w Appropriate certification and/or of This employee has achieved satis performance rating during the pa	endorsements are current sfactory performance eva	for the position of placement luations without an inadequate
vetera recom Glend	n employee to the school commun mendation would assure continued	nity over the years have med performance toward the articipation in the Phased	ecommendation. The contributions of this hade a positive impact. Supporting this high standards and strategic goals of the Retirement Program will be a continued
If I ca	n be of further assistance, please d	lo not hesitate to contact i	me.
Super	visor Signature	Site	Date
	e consider this my request to partic or entering Phased Retirement will	-	ement Program. If approved, the effective
-	gnature below confirms I read, und ment Program as outlined in the D	-	the conditions of participating in the Phased red by the Governing Board.
Printe	d Name	Position/Site	Date
Emplo	byee Signature		ur Letter for Phased Retirement that t day of employment with GESD **
Appro	oved Denied D		
H.R.	Dept.:	Date:	

Request for RE-EMPLOYMENT with the DISTRICT following Phased Retirement

SIGN AND RETURN TO HUMAN RESOURCES NO LATER THAN MARCH 20th

TO:	Deby Valadez Human Resources Department			
RE:	Request for Re-employment with Phase Retirement with Education	-	ol District following	
I wou	ld like to recommend		for re-employment with the	
	Етр	oloyee Name/Position		
	ct for the	school year, following	the employee's participation in Phase	
My si	gnature below confirms that:			
vetera recom Glend	in employee to the school communi	endorsements are current for disfactory performance evalu- tear of employment with Ed utilized to support this reco- tity over the years have mad- d performance toward the hi	r the position of placement uation without an inadequate lucational Services Inc. ommendation. The contributions of this e a positive impact. Supporting this gh standards and strategic goals of the	
Super	visor Signature	Site	Date	
	e consider this my request to be re-efollowing Phase Retirement.	employed by the District for	r theschool	
•	gnature below confirms I read, und ement.	erstood, and agree with the	District's Protocols for Phase	
Printe	d Name	Position/Site		
Emplo	oyee Signature	Date		
Appro	oved Denied			
H R	Dent :	Date:		



Employee Staffing Agreement

This Agreement for Employee Staffing Services ("Agreement") is entered into in the State of Arizona effective July 1, 2020 ("Effective Date"), by and between Glendale Elementary School District No. 40 ("Client"), and Educational Services, Inc., an Arizona corporation ("ESI").

RECITALS

- A. ESI is a corporation in the business of providing employee staffing services.
- B. Client is an entity within the State of Arizona and desires to obtain certain staffing services ("Services") from ESI. ESI is willing to provide Services to Client upon the terms and conditions contained in this Agreement.
- C. This Agreement provides for the allocation between Client and ESI of responsibilities with respect to covered employees ("Workers" pursuant to Section 2 below).
- D. This Agreement shall not diminish, abolish, or remove any rights of Workers against the Client, or obligations of the Client to any Workers, if any, that existed before the Effective Date of this Agreement.
- E. Client and ESI agree to be bound by the terms and conditions set forth in any applicable cooperative contract purchasing agreement.
- F. Client is authorized to enter into this Agreement pursuant to A.R.S. § 15-502(A).

AGREEMENT

In consideration of the foregoing recitals, and mutual promises contained herein, Client and ESI agree as follows:

1. <u>RELATIONSHIP OF THE PARTIES</u>

ESI is an independent contractor and shall perform its obligations under this Agreement as an independent contractor. All Workers provided by ESI to perform Services for Client pursuant to this Agreement shall be employees of ESI and not of Client. Client has the right to direct Workers only to the extent necessary to conduct the Client's business, and operations, and to comply with licensing and certification requirements that apply to the Client, or to any Worker. In all other respects, ESI retains full control over the employment, direction, supervision, evaluation, compensation, discipline, and discharge of Workers performing Services under this Agreement.

2. **WORKER**

In this Agreement, the term "Worker" or "Workers" means an individual(s) (a) employed by ESI in Arizona to work in Arizona, (b) who is performing Services for Client pursuant to this Agreement, (c) who has completed ESI's required hiring and onboarding process forms, and, where applicable, is certificated or licensed as required by law for the position in which ESI places the Worker.

ESI will not place into employment positions with the Client any Worker who does not possess, or have the ability to possess, all necessary certification and endorsements or licenses for the position assigned.

ESI will maintain equal employment opportunity and anti-discrimination policies, including complaint procedures that address discrimination, and/or harassment claims. ESI retains the right to make a final determination as to whether to hire a Worker.

3. TERM OF AGREEMENT

The initial term of this Agreement will be one (1) year following the Effective Date. Upon the expiration of the initial term, this Agreement may be renewed annually upon mutual agreement of both parties. This Agreement does not automatically renew at the end of each year.

4. **TERMINATION**

- A. Workers, Without Cause. Notwithstanding any other provision of this Agreement, Client may request termination of, and ESI may terminate, any Worker at any time without cause upon the submission of at least thirty (30) calendar days advance written notice.
- B. Workers, With Cause. Notwithstanding any other provision of this Agreement, Client may request termination of, and ESI may terminate, any Worker by written notice to ESI upon the occurrence of any of the following:
 - (1) A material breach by ESI, or a Worker of any of ESI's or Worker's obligations under this Agreement, or under the Worker Contract.
 - (2) If a Worker embezzles or misappropriates Client funds or property, defrauds Client, is convicted of a felony, or of any crime involving moral turpitude, has his or her certification or other licensing required for the position for which employed by ESI revoked or suspended, fails to maintain a valid fingerprint card if one is required by Client, commits an act or omission which constitutes a breach of the Worker Contract, violates the policies of the Client applicable to Client's own employees, commits

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- an act of unprofessional conduct, or commits an act that adversely affects the reputation of Client.
- (3) Death or permanent disability of a Worker occurring any time during the term of this Agreement, in which event this Agreement (as it relates to the Worker) shall terminate as of his or her death or permanent disability.
- (4) If it is later discovered that a Worker has made any material misrepresentations or has failed to provide any material representations in connection with the information provided to ESI.
- C. Agreement. This Agreement may be terminated by either party, for any reason, at any time prior to the expiration of the Term, by providing ninety-day (90) written notice to the other Party, in the manner described in Section 26.

5. SCOPE OF SERVICES

In collaboration with Client, ESI shall supply Workers and shall perform the following services:

- A. Recruit, hire, train, evaluate, compensate, place, replace, supervise, discipline, and terminate Workers.
- B. Maintain a recruiting and hiring program that is in compliance with federal and state laws, rules and regulations, equal opportunity, and anti-discrimination policies applicable to, and restricting, the hiring and selection process, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans With Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA"), the Arizona Civil Rights Act ("ACRA"), and the Arizona Employment Protection Act ("AEPA").
- C. Maintain a system of statewide background checks on all Workers provided to Client to include: pre-screening, credentialing, licensure, statewide criminal background check, and fingerprinting, the results of which shall be made available to Client upon request to the extent permitted by law. ESI shall ensure that all Workers possess all certifications and licenses necessary to perform their assignments.
- D. Maintain a system of evaluation, which can be the Client's evaluation systems and instruments.
- E. Maintain a program of supervision that enforces appropriate policies and procedures. In order to maintain the program, ESI may designate one or more on-site ESI employees as the supervisor, and/or, ESI contact responsible for addressing and responding to Workers.

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- F. Provide each Worker with information regarding his or her obligation to comply with appropriate safety, drug/alcohol, anti-harassment, anti-discrimination, anti-retaliation, and conduct policies.
- G. Inform each Worker in writing that s/he is employed by ESI, and not employed by the Client.
- H. Inform each Worker in writing that job related illness/injury reports are to be made to the Client, and ESI's on-site supervisor, or ESI contact, and provide information on where and how reports are to be made to the Client and ESI supervisor or contact.
- I. Pay Workers in compliance with applicable wage and hour laws, including, but not limited to the Fair Labor Standards Act ("FLSA"), the Fair Wages and Healthy Families Act, and Arizona Labor Code. ESI shall maintain complete and accurate records of all wages paid to a Worker assigned to provide services to Client. ESI shall be exclusively responsible for, and will comply with, applicable law governing the reporting and payment of wages, payroll-related, and unemployment taxes attributable to wages paid to Workers assigned to provide services to Client.

For SubSource Workers (substitutes), ESI will track, account and pay for paid sick time in accordance with the Fair Wages and Healthy Families Act. These costs will not be invoiced to the Client and will be ESI's responsibility.

Hourly employees will not be allowed to accrue comp time, and will be paid overtime rate, 1½ times their regular hourly rate, for any hours worked over 40 hours in a workweek. If an authorized timesheet approver (employee of Client) approves a Worker timesheet with overtime hours on it, ESI must pay that overtime, and will bill Client accordingly for that overtime.

- J. Be responsible for the adequacy of the services provided by Workers pursuant to this Agreement.
- K. ESI shall perform all other responsibilities with respect to Workers otherwise required of an employer, and not assumed by Client pursuant to this Agreement.

6. APPROVAL OF SUPPLIED WORKERS

Client has the right, but not the obligation, to pre-approve any Worker provided by ESI to fill a position for which the Client has contracted with the ESI to provide a Worker. The Client has the right to reject any Worker prior to, or, at the time of placement. Client may recommend that ESI impose discipline upon any Worker, and ESI may, in its own right, impose discipline, up to and including dismissal, upon any Worker.

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7. **ADMINISTRATIVE FEES**

Client will pay ESI an administrative fee in accordance with the Fee Schedule, attached as **Exhibit A**.

Client will also pay for all associated employer's payroll liabilities for the Workers. Payroll liabilities are subject to adjustment with any changes in job functions, or positions of Workers, increases in payroll taxes, including, but not limited to changes in FICA (OASDI/Medicare), federal or state unemployment tax rates, workers' compensation rates, or any government mandated insurance requirement that is not already known or currently required, or any government mandated wage increases. Any such adjustments will be effective on the date of the increase or change.

8. **PRE-PAYMENT INCENTIVE**

ESI pays Workers for their services to Client before receiving corresponding payment from Client. Therefore, ESI offers a pre-payment incentive of 0.25 percentage point reduction in the Contract Administrative Fee if Client pre-pays for Services. (For example: If Administrative Fee is 5.00%, the discounted Administrative Fee will be 4.75%.)

9. **PAYMENT TERMS**

ESI will bill Client with invoices as "net 30." An 8% late payment charge will be assessed for any payment that is not received within 30 days of invoice.

10. WORKERS' COMPENSATION

- A. ESI will be considered the "employer" of all Workers for the purposes of providing workers' compensation insurance within the meaning of A.R.S. § 23-901. ESI shall provide workers' compensation and employer's liability insurance in accordance with the statutory requirements of the State of Arizona, including Employer's Liability insurance with limits of liability of not less than \$1,000,000 each accident, and \$1,000,000 bodily injury or disease. The workers' compensation policy shall be endorsed to include the Alternate Employer Endorsement and shall include a waiver of subrogation in favor of Client from the workers' compensation insurer.
- B. Client and ESI understand, agree, and acknowledge that no individual will be covered by ESI's workers' compensation insurance, or be issued a payroll check unless and until that individual has, prior to commencing work for the Client, satisfied the requirements and definition of a "Worker" under Section 2 of this Agreement.
- C. Client understands, agrees, and acknowledges that the workers' compensation insurance that ESI will provide under this Agreement will only cover

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individuals who are employed by ESI, and that such ESI's workers' compensation insurance will not cover other individuals who might perform services for Client, whether as employees, independent contractors, or otherwise. Client agrees to provide workers' compensation insurance or maintain a program of approved self-insurance covering Client's own employees.

11. <u>CLIENT'S LIABILITY INSURANCE</u>

Client will provide liability indemnity protection to the Workers performing Services under this Agreement, and ESI, to the extent that the Worker is providing services for the Client, and the Worker is acting within the course and scope of the authorization granted. The provision of liability indemnity protection shall not be construed as evidence that the relationship between the parties and Workers is other than specifically provided for and agreed to in this Agreement.

The coverage provided will be made available to Workers as an additional covered party under the terms of the Client's insurance coverage. Coverage will be made available by the Client's insurance company to Workers on the same terms and conditions as coverage is made available to Client employees. ESI shall be named an additional covered party to the Client's insurance agreement but only to the extent that ESI is vicariously liable for the acts of Workers while Workers are performing services for Client but not for any actual or alleged wrongful act, error or omission of ESI in its own right (e.g., claims of negligent hiring, supervising or retention, employment discrimination, etc.).

12. ESI'S LIABILITY INSURANCE

ESI shall maintain in full force and effect at all times during the term of this Agreement Commercial General Liability ("CGL") insurance with limits of liability of not less than one million dollars (\$1,000,000) per occurrence, and if such Commercial General Liability insurance contains a general aggregate limit of liability, the limit of liability shall be at least two million dollars (\$2,000,000).

13. PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA)

ESI offers several medical benefit plan options that meet both "Minimum Value" and "Minimum Essential Coverage." ESI is the employer of record for its Workers and is the applicable large employer (ALE) with the risk for 4980H penalty exposure. ESI is responsible for determining the hours of service as a full-time employee status for variable-hour Workers for purposes of section 4980H through the look-back measurement method requirements.

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14. ADMINISTRATION

- A. All Workers assigned to fill positions with the Client are employees of ESI. ESI is responsible for administrative employment matters, such as transmission of all federal, state, and local employment tax payments, providing workers' compensation insurance, as well as management of fringe benefit programs for Workers. ESI agrees to pay, and hold harmless, Client from any and all tax penalties, assessments, or governmental charges in connection with all or any of the Services provided under the terms of this Agreement. Client is responsible for payment of the Alternative Contribution to the Arizona State Retirement System for any amounts that may be due for individual Workers.
- B. Client will immediately forward to ESI any garnishment orders, involuntary deduction orders, notices of IRS liens, and other forms of legal process received by Client affecting payment of wages to Workers and will cooperate with ESI in responding thereto.
- C. Workers will receive compensation for services rendered pursuant to this Agreement solely through ESI. It is a material breach of this Agreement for Client to pay any Worker in cash, or by any other means for any Services rendered. Any individual whom a Client pays directly for any Services rendered will not be considered a Worker under this Agreement as to the Services for which the Client provides payment. Further, ESI shall provide Workers with unemployment insurance coverage to the extent required by law.
- D. ESI shall warrant compliance with all federal immigration laws and regulations that relate to Workers, and that it has verified employment eligibility of each Worker through the e-verify program.
- E. Upon Client's reasonable request, ESI will provide documentation showing compliance with Section 16(D) with respect to any Worker.
- F. If Client engages in ESI's RetireRehire service, Client RetireRehire Terms, attached as **Exhibit B**, summarize Client's return-to-work program. Client has sole discretion to set terms. Terms may be changed by Client at any time upon written notice to ESI.

15. PROTECTED LEAVES OF ABSENCE

A. The Uniformed Services Employment and Reemployment Rights Act of 1994 protects civilian job rights, and benefits for veterans, and members of Reserve components. Client agrees to provide for necessary employment, and/or reemployment positions in the event that Workers are called away for military service.

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B. The Family and Medical Leave Act protects re-instatement rights of eligible employees after the employee has been on approved Family and Medical Leave. Client agrees to provide necessary employment and/or reemployment positions in the event that Workers are returning from FMLA.

16. SAFE WORK ENVIRONMENT

- A. ESI and its Workers will comply with all health and safety laws, regulations, ordinances, directives, and rules imposed by controlling federal, state, or local governments, and will immediately report all work related accidents involving the Worker within 24 hours to Client.
- B. If applicable, and appropriate, Client will provide the Workers with personal protective equipment as required by federal, state, local law, regulations, ordinance, directive, or rule.
- C. ESI or its workers' compensation carrier has the right to inspect the Client's premises and operation but is not obligated to conduct any inspections. ESI reserves the right to audit safety activities. ESI, or its insurers, may give reports to Client on the conditions found at Client's worksites. Client will supply documentation related to safety activities as prescribed by law (e.g., safety meeting, training maintaining OSHA log). Neither ESI's insurer nor ESI warrants the result of the inspections, or the absence thereof, or that the operations or premises are in compliance with any laws, regulations, codes, or standards.
- D. Client will ensure that all facilities where the Workers perform services are in compliance with any and all applicable federal, state, and/or local laws, regulations, codes, or standards.

17. **SUPERVISION**

A. ESI, in coordination with Client, will provide direction, supervision, training, and control of each Worker in the performance of the Services. The Client will provide only daily monitoring of the Workers and will report to ESI. ESI may designate at least one (1) on-site supervisor from among the Workers assigned to complete the Services. This on-site supervisor may direct the operational and administrative matters relating to the Services and may be under the direct supervision of ESI. If ESI fails to designate an on-site supervisor, Workers assigned to perform Services for the Client shall remain responsible to ESI or designee.

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- B. ESI shall determine the procedures to be followed by Workers regarding the time and performance of the Workers' job functions and duties, and these will coincide with Client requirements regarding time and performance of same. Client agrees to cooperate with ESI in the formation of such policies and procedures and permit ESI to implement its policies and procedures relating to the Workers.
- C. Client may make all non-routine directives through ESI's on-site supervisor, or if an on-site supervisor is not provided, then through ESI or designee.

18. **INDEMNIFICATION**

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury to 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. For Workers operating Client vehicles, Client hereby agrees to indemnify, defend, and hold harmless ESI for any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) resulting from a vehicular incident, but only to the extent that the Workers are operating Client's vehicles within the course and scope of authorization granted by the Client.

ESI will indemnify Client for any assessment, assessable payment, fine, or penalty imposed upon Client arising out of any Worker performing services under this Agreement pursuant to 26 U.S.C. §4980H, or any successor statutes, or any regulations enacted thereunder.

19. ADJUDICATION OF AGREEMENT

If any court or arbitrator of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the parties desire and agree that the remaining parts of this Agreement will nevertheless continue to be valid and enforceable.

20. ATTORNEYS' FEES

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

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21. MODIFICATIONS OR WAIVER OF AGREEMENT

No modification or waiver of this Agreement will be valid unless the modification or waiver is in writing and signed by the designated representative of the Client and a principal of ESI. The failure of either party at any time to insist upon the strict performance of any provision of this Agreement will not be construed as a waiver of the right to insist upon the strict performance of the same provision, at any future time.

22. ENTIRE AGREEMENT

This Agreement, including the Recitals and Exhibits, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter.

23. **BINDING NATURE OF AGREEMENT**

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

24. <u>CONSTRUCTION; INTERPRETATION; MODIFICATION</u>

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

25. WARRANTY

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

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26. NOTICES

All notices or other communication required or permitted under this Agreement shall be in writing, and shall be made by hand delivery, or overnight courier, or prepaid first-class certified mail. Notice to ESI shall be sent to:

Educational Services, Inc. 14614 N. Kierland Blvd, Suite 230 Scottsdale, AZ 85254

Notice to Client shall be sent to Client at the address set forth on the signature page hereto.

27. NO RULE OF STRICT CONSTRUCTION

Both parties have approved the language of this Agreement, and no rule of strict construction will be applied against either party.

28. **HEADINGS**

The descriptive headings of the paragraphs and subparagraphs of this Agreement are intended for convenience only, and do not constitute parts of this Agreement.

29. COUNTERPARTS

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

30. **ARBITRATION**

In the event of any dispute between the parties to this Agreement arising out of, relating to, or in connection with the provisions of this Agreement, or the performance hereunder, the parties hereby agree that any such dispute may be submitted to binding arbitration. The arbitrator shall be selected by mutual agreement. The arbitrator's decision and/or award shall be final and binding. The prevailing party, if any, shall be entitled to reasonable attorney's fees and costs. Arbitration shall take place in Maricopa County.

31. **GOVERNING LAW**

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all mandatory contract provisions of state agencies required by statue or executive order.

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No Israel Boycott. The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

32. **VALIDITY**

Effective Date: July 1, 2020.

This Agreement shall be valid and enforceable only after the designated representative of both Client and ESI has signed it.

33. CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. § 38-511, the Client may, within three (3) years after its execution cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the Client is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity, or a consultant to any other party to the contract with respect to the subject matter of the contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated at their respective signatures below.

"Client"	EDUCATIONAL SERVICES, INC., an Arizona corporation
By:	By: Philip Tavasci
Its:	Its: President
CLIENT ADDRESS FOR NOTICE:	
Street Address:	
City. State. Zip Code:	

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EXHIBIT A Fee Schedule

ESI Cooperative Contracts

1Government Procurement Alliance (1GPA) Contract No. 17-14PV-02

RetireRehire

ASRS Retired Member Leased Employees: excludes Substitutes

- 5.00% of gross salary
- 4.00% of gross salary (volume discount: 100+ RetireRehire employees)

FlexTeach

Recruited Employees: Non-ASRS Retired Members

• 15.00% of gross salary

SubSource

Certified and Classified Substitutes

• 10.00% of gross salary

Mohave Educational Services Cooperative Contract No. 17A-ESI-0518

RetireRehire

ASRS Retired Member Leased Employees excludes Substitutes

- 5.00% of gross salary
- 4.00% of gross salary (volume discount: 100+ RetireRehire employees)

FlexTeach

Recruited Employees: Non-ASRS Retired Members

• 15.00% of gross salary

SubSource

Certified and Classified Substitutes

• 10.00% of gross salary

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EXHIBIT B Client RetireRehire Terms

Certified Employees

Contractual Salary (% of Exiting Salary)

Supplemental Pay (% of Pay Rate)

Performance Pay

Insurance Support

Leave

Holiday Pay

YES

80%

100%

YES*

YES*

YES*

Program Application Period Deadline is March 20

Time Limit with ESI One year

Other Special Provisions: *If position is eligible.

**Not paid through ESI

Classified Employees

Contractual Salary (% of Exiting Salary) Supplemental Pay (% of Pay Rate) Performance Pay

Insurance Support

Leave Holiday Pay

Program Application Period

Time Limit with ESI

Other Special Provisions:

Administrators

Contractual Salary (% of Exiting Salary)
Supplemental Pay (% of Pay Rate)
Performance Pay
Insurance Support
Leave
Holiday Pay
Program Application Period

Other Special Provisions:

Time Limit with ESI

⊠ Same as Certified Employees

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ACTION AGENDA ITEM

AGENDA NO: 3.H. TOPIC: Classified Work Agreement and Contract Renewals				
SUBMITTED BY: Mr. Brian Duguid, Coordinator for Human Resources				
RECOMMENDED BY: Ms. Cindy Segotta-Jones, Superintendent				
DATE ASSIGNED FOR CONSIDERATION: <u>April 9, 2020</u>				
RECOMMENDATION:				
It is recommended the Governing Board approve the renewal of classified staff work agreements and contracts for the 2020-2021 school year				

RATIONALE:

Administration recommends renewal of the work agreements and contracts for classified staff identified on the attached list for the 2020-2021 school year.

Once work agreements and contracts are distributed, staff will have 10 days as specified within their contract to sign and return.

Abdulmaseh Dbag, Nawal Najeb Abril, Yolanda Acejo, Michelle Acord, Andy Gene Acosta, Margarita Acuna, Angelina A Adams, Deanna Sue

Adams, Julia Adams, Stacy M Aguayo, Gloria Ybarra Aguayo, Rachael V Aguayo, Verenise Aguilar Alvarez, Yudith

Hernandez

Aguilar, Monica C Agundez, Jesusa A Alas, Edda Gracibel Alathary, Ruwaida F Aleman, Angelina Altenhoff, Kristin A

Alvarez Hernandez, Janett

Yadira

Alvarez, Angie Alvarez, Fernando M Alvarez, Maria

Amarillas, Christee M Amaya, Blanca A Amaya, Eugenia Ancell, Mary E Ancira, Alicia A Anders, Daniel D Anderson, Delia J Anderson, Mary E Angel, Maria G

Apodaca-Hernandez, Jenny

Arita, Laura I Arvizo, Elida Atilano, Concepcion

Avalos, Priscilia Baker, Marsha Baldenegro, Leandro Baldenegro, Michelle Ruth

Barajas, Ana K Barajas, Sandra E Baransaka, Deogratias

Barraza, Liliana
Barrett, Elizabeth
Basave, Juan G
Bazrouk, Dianna
Bean, Doris Jean
Bean, Doris Jean
Bebee, Deborah J
Becenti, Lecia

Bechtol, Alicia Begay, Tasheena Bejarano, Christina Bejarano, Suzanne Bell, Silvia A Beltran, Alma D Beltran, Maribel Bender, Wyatt

Benitez, Javier Gonzalez Benney, Phillip M Berger, Melissa Gay

Bermudez-Lopez, Veronica

Betts, Rosa Bhakta, Anjali D Bidwell, Cecilia L Blossom, Erika Lucinda

Bodrie, Gyna K Bohn, Monique Bojorquez, Amalia Bojorquez, Jakeline Boore, Catherine M Boore, Catherine M Bowdry, LaShane Shereen Bowman, Glenda M Braun, Michaela Marie

Bridges, Andrea Brown, Alfred L Brown, Loretta A Brown, Loretta A Bryant, Della S Bueno, Rebecca Marie

Burciaga, Rosario Gonzales

Bushong, Peggy Bushong, Susanne K Bustamante, Carlos Bustamante, Maria R. Bustillos, Josefina S Camacho, Maria L Cameron, Daniel L Campa, Leticia Campbell, Thomas J Campillo. Daniel M Campos, Celina D Candelaria, Angie Canela, John D Canez, Cynthia E Cangas, Rosaura Canizales, Nancy

Canjura Campos, Roxana A

Cano, Maria E

Carrasco Vazquez, Sandra

Carrasco, Jillia A
Carrillo, Alicia Ortiz
Casas, Maria Guadalupe
Casillas, Martha G
Castaneda, Irma L
Castanon, Cristina
Castillo Jr, Richard
Castillo, Federico L
Castillo, Juana

Castillo, Petra Camberos

Castro, Aileen E
Castro, Patricia A
Castro, Patricia A
Celaya, Consuelo
Ceniceros, Guadalupe
Cervantes, Gabriela A
Chaparro, Erick H

Chavez Apodaca, Griselda Chavez Ronquillo, Elvia G

Chavez, Gloria
Chavez, Ronald J
Chavez, Sylvia
Clarke, Cynthia J
Cole, Rick M
Collins, Eloise
Combs, Bonnie E
Comeau, Ayodele
Comeau, Ayodele
Contreras, Maria E
Contreras, Maria E
Contreras, Maria E
Cook, Patrice

Cordero, Raymond J Coronado, Beatriz Coronado, Oscar A Correa, Zoraida I Cortes, Emelia S. Cortez, Miguel A Cota, Lareina L Cramer, Justina R Cudd, Richard Curry, Ozie Carl III Dakey Acopa, Elba R Daniels, Charlene

De La Cruz Zapata, Lorena De La Rocha, Leonor De La Rosa, Wendy A De La Rosa-Ortiz, Claudia

De Leon, Gloria
De Marquez, Ester D
Debernardis, Kristin
Delgado, Andrea H
Delgado, Elisa D
Delgado, Maria Elisa
Delgado, Sadie T
Delgado, Tammy L
Delponte, Melissa Ann
Deneault, Russell D
Diaz Rodriguez, Dora A

Diaz, Virginia Dippold, Jennifer C

Dominguez Duarte, Angela Dominguez, Guadalupe Dropp, Douglas Allen Dropp, Douglas Allen Jr. Dropp, Kenneth James Duarte, Jacquelyn P Dunn, Suzanne M Dunnavant, Sean C Dupre, Tonya Maree Duran, Victoria Dzubay, Patricia K Eason, Victoria Denice Echerivel, Melissa A Edwards, Karen A

Edwards-Rose, Katherine K

Elder, Maria L Elia, James P Elia, Marlene Ellis, Renee Encizo, Leticia A Enriquez, Ana L Enriquez, Jessica N Entorf, Mary J

Escobedo Gonzalez, Valentina

Escobedo, Guadalupe Espinoza De Vasquez,

Esperanza

Espinoza, Juan Manuel Esquer-Gil, Maria M Estrada, Ana E Estrada, Carmen H Estrada, Emeterio Evans Jr, Theodore Evants, Brenda K Fait, Tricia

Fajardo, Debra Maria Farley, Michelle Marie Favela, Mary Cruz Felix, Maria Leticia Ferguson, Robert Ferrara, Maria Elena Fiene, Tyler Q Fierros, Maria Filippone, Vali Maria Filippone, Vali Maria

Finch, Richard B

Finnesy, Jodi

Fish, Vanessa M
Floerke, Sarah Doty
Flores, Alicia
Flores, Angela
Flores, Dan H
Flores, Rachel D
Flores, Sergio
Flores, Stephanie
Foulks, Polly M
Fourcher, Joanna L
Franco, Ana
Frank, Yvonne R
Frederickson, Wendy B
Freemore, Faelynn

Gallegos, Griselda Galvez Carillo, Carismeldi

Gamez, Angelica Gamez, Blanca I

Friedman, Dave W

Galaviz, Alex G

Frystak, Anne Marie

Garcia Romero, Francisca J

Garcia, Alvaro Garcia, Estefany Z Garcia, Irene Garcia, Lorena

Garcia, Monique Angelica

Garcia, Patricia
Garcia, Rosemary
Garcia, Ruby M
Garcia, Yolanda
Gardner, Robyn
Garner, Contina Ann
Garza-Davis, Andrea R
Gastelum, Natalia
George, Stephen M
George, Theresa
Gillespie, Maryann C
Godinez, Alexandria M
Golden, Jessica A
Gomez, Maria
Gomez, Roberto R

Gomez, Shanik M Gomez, Virginia Gonzalez Mercado, Olga Gonzalez Pelaez, Zaida Gonzalez, Argentina M Gonzalez, Claudia A Gonzalez, Jessica M Gonzalez, Maria C

Gonzalez, Jessica M Gonzalez, Maria C Gonzalez, Ogla Y Gonzalez, Ruth Ann Gonzalez, Victoria S. Gozum, Amy A Grageda, Martha A Greuel, Richard G Griego, Nicole Rosanne Grimes, Margaret A Guerrero, Blanca E Guillen, Irene Gutierrez, Rita C. Gutierrez, Tomas

Guzman Duran, Nereida

Guzman, Julieta

Guzman, Richard Salvador

Hadley, Kimberly L Hall, Raisa M Hanson, Yolanda Hardy, Deborah Jean Hasslen, Christin L Hatin, Heather Lyn Hebner, Alice S Heles, Emilie L Henninger, Billie JO

Hernandez Camacho, Jaquelyne Hernandez Chavez, Jonathan

Hernandez, Celia A Hernandez, Danny M Hernandez, Juana Hernandez, Kathleen M Hernandez, Lenira A Hernandez, Maria Elena D Hernandez, Maria L

Hernandez, Marisol T Hernandez, Nancy L Hernandez, Ricardo C Hernandez, Ruben Q Hernandez, Ruth Ismary Hernandez, Sandy

Hernandez-Guevara, Selina R Hernandez-John, Sonia Hernandez-John, Sonia Herrera Rodriguez, Mayra

Herrera, Ana A Herrera, Luz E Hess, Debra Len Higuera, Miguel

Hoepelman, Stephanie A

Hoffman, Lorna G Hood, Sheryl J Huaracha, Veronica E

Hunter, Vonshillia S Huntley, Judy Lean Hutson, April D Hutson, Chelsea M Huza, Rosa-Hilda Ibal, Valerie Ibanez, Maria O Ibarria, Roberto L Ibrahim, Suhaila Infurna, Beverly V Inzunza, Paulina E Ival, Alma

James, Kelly J
Jimenez, Jennifer G
Jimenez, Nancy S
Johnson, Betty J
Johnson, Casey L
Johnson, Casey L
Johnson, Cheryl E
Johnson, Tashay
Jones, Daniel
Jones, Leslie F
Juarez, Antonia
Juarez, Maria M

Kadhim, Nada Hashem Kaufman, Alexander S Keleti, Keleti S

Keleu, Keleu 3

Kellar-Skinner, Bernice R

Kemme, Laura

Kemsley, Jacqueline M Kinlicheenie, Ralphine

Kinney, Cody B Knippenberg, Alicia Krell, Karen K Kurowski, F Robert Lamb, Karol Lancina, Monica

Lancina, Monica Land, Julie G Landeros, Amalia Landeros, Maria G Langer, Rosanne M Leasure, Jessica Anne

Lee, Irene A.

Lee-Brown, Patricia Jean

Leiva, Alida

Leiva. Claudia M Lemus, Hector Leon, Steven M Lewis, Lorin J Lewis. Ramona

Lira De Zavala, Martina Olivia

Litwiller, Diane R Livingstone, Allison J Lizarraga Villa, Kimberly G Lizarraga, Brittanie A

Logan, Regina Long, Brenda Lee Longoria, Irene C Longoria, May N Lopez, Alejandra Lopez, Diane Lopez, Martin L Lopez, Rosalina Lopez, Sonia I Lopez, Teresa Lozano, Dario Griego Lozano, Debra G

Luevano Hernandez, Xochitl A Luzania-Maldonado, Annaura A

Maciel. Dora L Macklin, Danita L Macnab, Paige C Maddux, Rosa Elena Madrid, Joann Madrid, Tommy Madrigal, Emeli Magann, Nicholas N Maitner, Larry B

Makowski Bockting, Marlaine F

Manginelli, Monica L

Maria, Cindy

Marquez, Enrique H Marruffo, Blanca Leon Marshall, Mary A Martinez, Alberto R Martinez, Jessica Rose Martinez, Juan M Matthies, Margaret B McCune, Paul D Mckinney, Nicole M McReynolds, Aliyia E Medina Garcia, Laura S Mendez, Antonio

Mendez, Maria C Mendoza, Aura L Mendoza, Ferni Lynn Mendoza, Juanita A Mesenhimer. Iade E

Mendez, Cynthia E

Mendez, Joelein

Meza, Deja Miera, Jennifer N Milonas, Colleen T Molina, Rocio S Monarrez, Grimilda V

Moniz, Kevin

Montague, Terry S Montes, Gerardo U Moore, Jeffrey J Morales, Susan A Moreno, Azucena A Moreno, Celia Moreno, Jose A Moreno, Maria D

Morse, Joanna M Moscayra, Fidelia Munoz, Angela S

Munoz, Danielle Monique

Munoz, Nancy Munoz, Sandra Luz Murchison, Lona M Murillo, Denecia Y Murillo, Monica Murphy, Elizabeth Music, Indira Myers, Jay E Narlesky, Samuel C Nava, Brenda Y Navarro, Maria G Navarro, Rosalba Neagu, Kathleen M Nehs, Debra L

Nevarez Magallanes, Martha B

Nevarez, Beatriz A Nevarez, Maria Nguyen, Judy N Niblick, Judy E Nicholson, Laura E Nicholson, Rodney J Niel, Anthony

Nieto Valdez, Sanjuana

Nieto, Aide

Norden, Patricia C

Nosov, Tatiana Danilovna Nunez Salaices, Crystal Rocio

Nunez, Joe A Nunez, Maria A Nunez. Priscilla Yvette Nunez, Roberto

Ojeda Sanchez, Maria Angelica

Olfert. Emma M

Oliver, Ernestine Picon

O'Neal, Esther Orr, Tanja Ortega, Ruth

Ortez Mendoza, Paula Ortiz, Francisca C Ortiz, Guadalupe Padilla, Carmen Padilla, Helen A Padilla. Maria I. Panerio, Heather A Parker, Reshika R Pasos, Sabrina Jonel Pate, Sandra L Payan, Gladis Peace, Lemuel R

Peltz. Amv I

Pena Nunez, Maria De La Luz

Pence, Pamela Pence, Pamela Peraza. Mirna I

Perez Martinez, Hilda I

Perez, Aleida Perez, Alma Araceli Perez, Martha E. Perez, Nery Orlando Perez, Victor M Perez, Zurisaday Pfieffer, Kathleen A

Pfieffer, William E Picchione, Hong Y Pina, Courtney M Pompa, Tanya D Ponce, Sandra M

Powell, Elizabeth Lillian

Prado, Teresa Price, Tracy Leigh Puckhaber, David Louis Ouintero, Patricia Rafael, Ponciana M

Ramirez, Sandra A Ramirez, Alejandrina Ramirez, Angela Nicole Ramirez, Claudia A Ramirez, Claudia T Ramirez, Maria Cristina Ramirez, Martha Mendoza

Ramirez, Peggy Sue Ramirez, Terry L Ramos. Micaela Rayas, Manuel Jesus Recinos, Elia D Reyes Orozco, Elva Reyes, Claudia Reyes, Marina Reves, Norma L Reyes, Tracy J Rhodes. Ernestine Richardson, Shemeka N Richman, Katherine H

Riley, Janice E Rita, Gerald J

Rivas Mora, Fernando Robb. Sundae G

Robertson, Serena Marie Robinson, Fransheska D

Robles, Juana Robles, Tina M Rocha, Lina

Rodgers, Cheryl Lynne Rodriguez Salazar, Jose A Rodriguez, Diane N Rodriguez, Idalia

Rodriguez, Israel J Rodriguez, Margarita Rodriguez, Petra Peraza Rodriguez, Veronica

Rojas, Mirna G Rojas, Mirna G Rojas, Yulleisi C Rojo, Laura A Rojo, Sarah M Roldan, Nancy Romero, Sharmane D

Rosales De Cardoza, Rosa Delia

Rosas, Mathew V Rosas, Sally V Rueda, Elizabeth

Ruelas Carrasco, Fidel Orlando

Ruggiero, Steve William

Ruiz, Adriana M Ruiz, Ana L Ruiz, Brandi Lynn Ruiz, Janice G Ruiz, Maria G Ruiz, Norma A Ruiz, Susan Ruiz, William R Rytter, Ramona Louise

Sahhar, Carol A

Salazar, Olga L Salcido, Tiffany A

Salih, Pary

San Miguel, Fernando Sanchez, Elizabeth Sanchez, Hector Sanchez, Lucia Sanchez, Marisol Sandoval, Carolina Sandoval, Serafin Santos, Aligda Harmida Schilling, Shelley l Schmalenbach, Reno R Sebring, Silvia D Serrano, Raul D

Sharkey, Jorden A Sharkey, Kaetlin Sharp, Silvia Angelica Shockley, August T Sieber, Randal R Sifford, Lisa E

Sigala, Carminia Fabiola

Silavong, Crissy Sills, Christina Silverman, Marci L Simuangco, Lori A Sinclair, Chanel R Siordia, Joel Anthony

Sloan, Felicia Smith, Destiny H Smith, Extella Smith. Keelev S

Smith, Mary K Smith, Robert L Solter, Davita Sosa, Araceli Sosa, Araceli

Sosa, Jonathan

Soto. David Soto, Maria Soto, Ruben Soto, Sonia Soza. Manuel M Staszak, Melissa A Strous, Wayne Suarez, Odilia

Swenson, Rosalie Katherine

Tait, Mary A Taylor, Dawn M Telles, Christina L Tellez, Veronica Adelicia Teran, Ramona A. Thornton, Cynthia Susan

Titus, April F Tom, Thomas Torres Lopez, Daisy Tovar, Roxanne Trejo, Christine J Treio. Norma E Truitt, Clayton R Trujillo, Amber S Ulen, Alyssa Nicole Ulen, Kassidy M

Ulen, Stephanie A. Urias. Ana L Urrutia, Maria G Urrutia, Maria G Valdez Acosta, Haydee

Valdez, Jessica Valencia, Maria D Valencia, Patricia A

Valenzuela De Monge, Miriam

Valenzuela, Judith Valenzuela, Yolanda Valera, Maria R Valladares, Lizzet Vallejo, Maria S Varnadoe, David J Vasquez, Josephine Velarde. Alfonso Martinez

Veleta, Maria Y Vera, Judith Vierling, Kathryn N Villa, Pamela V Villalpando, Mary

Villanueva, Leonarda Aguilera

Villanueva, Marcelina Vining, Laina Marie Vinson, Linda S Virgil, Veronica Wagner, Curtis L

Walker, Amberginelle Patanao

Wallace. Dean W Waltosz, Tia M Watson, Lori A Wayda, Linda M Wayda, Nikolas Wences, Cynthia Wheeler, Jessica

Whelan, Michael Wilcox, Paul S Williams, Alika Helen Willis, Thomas Leroy

Winn. Marv E

Wirtanen, Sandra G. Wong, Teresa Nemesia B Wood, Dina Marie

Wood, Teresa M Woodruff, Connie M. Worley, Jontae Worley, Tammy L Yanez, Denise D Yazzie, Lataeya Yuhasz, Nadine R Zacapala, Nallely Zamora, Lucinda A Zaragoza, Emma Zatarain, Agueda Zavala, Patricia

Zazueta Garcia, Veronica Zimmerman, Joseph A

Zurek, Rosa M

INFORMATIONAL AGENDA ITEM

Reports, presentations and other similar items are submitted to the Governing Board as information and do not require action.			
AGENDA NO: 4.A. TOPIC: Financial Update			
SUBMITTED BY: Mr. Mike Barragan, Assistant Superintendent for Financial and Auxiliary Services			
DATE OF REPORT: April 9, 2020			
Report on:			

Administration will present an update of potential budget scenarios for the 2020-2021 Fiscal Year.

ACTION AGENDA ITEM

AGENDA NO: <u>5.A.</u> TOPIC: <u>Meet and Confer Recommendations</u>
SUBMITTED BY: <u>Ms. Deby Valadez, Assistant Superintendent for Human Resources</u>
RECOMMENDED BY: Ms. Cindy Segotta-Jones, Superintendent
DATE ASSIGNED FOR CONSIDERATION: <u>April 9, 2020</u>
RECOMMENDATION:
It is recommended the Governing Board approve the Meet and Confer Recommendations for employee compensation and benefits for the 2020-2021 school year as presented.

RATIONALE:

It is recommended the Governing Board approved the following recommendations from the Meet and Confer Team for the 2020-2021 school year effective July 1, 2020, including:

Recommendations

The Meet and Confer Team, comprised of teachers, classified employees, and administrators used the Interest Based Negotiations Process to reach consensus on the recommendations. The Team intends to continue to work closely with the District throughout the academic year to assist in the implementation of approved recommendations, problem solve, and communicate progress.

Compensation

- Increase Pay for Performance \$500 each tier for one year and revisit next year
 - o Identify how many people completed performance pay in August
 - o Keep eye on reserves
- All certified and classified employees receive a 5% base increase with the understanding that Meet and Confer would reconvene if this 5% cannot be funded.
- If a funding exists after the 5% increase the base salary for new teachers could be raised up to \$40,000. Teachers who started the previous year would get either the \$40,000 base or 5% increase, whichever is greater.
- Develop a policy/procedure to compensate teachers who provided coverage at least 51% of the day when a scheduled substitute does not fill. Teachers would split \$100.00 among those who covered a class. This amount is contingent upon sub rate increase.
- Campus Monitors and EAs would have the option of coming in for extra paid training the week before students arrive, to receive training on student discipline, new duty schedules, new school procedures, and meet new staff. This would be paid out of site M&O.

Health Benefits

- \$500 initial pay for HSA with \$850 additional after completing wellness exam
- PPO reopened to current and new employees
- PPO and HSA out of pocket costs match

Professional Development

- Administration prepare and share quarterly professional development (PD) plan and communicate to their staff. Ensure individual and team reflection time to accommodate differing learning styles
- End direct instruction of PD before end of day so participants can process and prepare. This recommendation is in alignment with last year.
- Recurring information regarding extra paid PD opportunities in GESD Weekly (weekly)
- Survey that asks about PD beyond Content PD
- Classified coordinator creates a classified training plan with appropriate departments.
- Implement trauma-informed professional development Districtwide

Class Size

• During planned monthly meetings beginning in August members of the Meet and Confer Team will develop an incremental plan to evaluate and address class size and class size standards with goal of lowering class sizes.

Work Hours

- Research the implementation of social-emotional learning time (i.e. master schedule)
- Seek to modify "data dig" time to allow for parent conferences to take place during the Wednesday-Friday timeframe which may mean modifying assessment windows.
- Generally, the third Tuesday of each month is scheduled as a "protected" day where meeting should not be scheduled. Next year, communicate this as a practice, but retain flexibility if an unusual situation occurs. Paid positions such as tutoring, coaching, etc. are not affected by this practice.
- Administrators identify committees in advance and communicate to employees before the start of a new school year.

Student Discipline

- Simplify District-wide referral forms. This is in process of finalization and progress to be updated in GESD Weekly.
- Report progress of seeking grants for social emotional instruction.

Resources

- Create a standardized list of available basic supplies across District by site and admin secretary for people to know what they can ask for.
- Communicate the availability of surplus supplies and Schoolhouse Room.
- Create a workable system of access to supplies on demand that is clearly communicated for accountability.
- Make online order forms throughout the year and sent out in May and December and include an "OTHER" option (such as for office supplies).

ACTION AGENDA ITEM

AGENDA NO: 5.B TOPIC: <u>Administrative Salaries and Performance Pay</u>
SUBMITTED BY: Ms. Cindy Segotta-Jones, Superintendent
RECOMMENDED BY: Ms. Cindy Segotta-Jones, Superintendent
DATE ASSIGNED FOR CONSIDERATION: <u>April 9, 2020</u>
RECOMMENDATION:
It is recommended the Governing Board approve the Superintendent's recommendation for certified and classified administrative employee salaries and performance pay for the 2020-2021 school year as presented.

RATIONALE:

The Superintendent's recommendations for certified and classified administrative salaries and benefits are as follows:

Salary:

• All certified and classified administrative employees receive a 5% base increase. The Superintendent will reconsider if 5% cannot be funded.

Performance Pay:

• Increase pay for performance by \$500 for each tier for the 2020-2021 school year.

ACTION AGENDA ITEM

AGENDA NO: <u>5.C.</u> TOPIC: <u>Substitute Teachers and Substitute Exempt Staff Wage Increase</u>
SUBMITTED BY: <u>Ms. Deby Valadez, Assistant Superintendent for Human Resources</u>
RECOMMENDED BY: Ms. Cindy Segotta-Jones, Superintendent
DATE ASSIGNED FOR CONSIDERATION: <u>April 9, 2020</u>
RECOMMENDATION:
It is recommended to Governing Board approve the increase in the daily rate for substitute teachers and substitute exempt staff and approve of the schedule for fiscal year 2020-2021 as presented.

RATIONALE:

As you well know, the minimum wage increase went into effect on January 1, 2020. We know this is for our hourly employees; however, at our current rate of pay for substitute teachers/RN nurses, we are now paying less than the minimum wage hourly rate. We have also conducted an analysis on what surrounding districts are paying their substitutes. We found our daily rate was below the following districts:

- 1. Alhambra Elementary School District
- 2. Balsz Elementary School District
- 3. Cartwright Elementary School District
- 4. Isaac Elementary School District
- 5. Pendergast Elementary School District
- 6. Peoria Unified School District
- 7. Phoenix Elementary School District
- 8. Washington Elementary School District

Guest Teacher/Classified Exempt Rates

Guest Teacher/Classified Exempt Type	Assignment General or Special Education	Half Day 5 hours or less	Full Day 5.01 hours or more
Regular and Sub RN	Pre-K-6 th Grade	\$70.00	\$120.00
Regular	7 th or 8 th Grade	\$75.00	\$125.00
Regular	Long Term Sub Vacant Position or on 11th day	\$80.00	\$165.00
ASRS Retiree	Pre-K-8 th Grade	\$75.00	\$125.00
ASRS Retiree	Long-Term Sub	\$80.00	\$165.00
Memorandum of Understanding (MOU)	Long Term Sub	\$80.00	\$165.00

Current Guest Teacher Rates

Guest Teacher/Classified Exempt Type	Assignment (General or Special Education)	Half Day (5 hours or less)	Full Day (5.01 hours or more)
Regular	Pre-K-6 th Grade	\$55.00	\$90.00
Regular	7 th or 8 th Grade	\$60.00	\$100.00
Regular	Long Term Sub (Vacant Position or on 11 th day)	\$70.00	\$155.00
ASRS Retiree	Pre-K-8 th Grade	\$80.00	\$125.00
ASRS Retiree	Long-Term Sub	\$80.00	\$155.00
Memorandum of Understanding (MOU)	rstanding		\$186.53

ACTION AGENDA ITEM

AGENDA NO: 5.D. TOPIC: Pay for Performance Plan
SUBMITTED BY: Ms. Deby Valadez, Assistant Superintendent for Human Resources
RECOMMENDED BY: Ms. Cindy Segotta-Jones, Superintendent
DATE ASSIGNED FOR CONSIDERATION: <u>April 9, 2020</u>
RECOMMENDATION:
It is recommended the Governing Board approve the Pay for Performance Plan for the 2020-2021 school year as presented.

RATIONALE:

What is performance pay? Proposition 301 allocates a certain amount of money available for teachers based on their performance each year. This money is given as two separate payments, one in June and one in October.

The Plan

- 50% Individual teacher evaluation
 - o Employees receive all of the 50% if they are highly effective/effective
 - o Employees receive three quarters of the 50% if they are developing and it is their first or second year in the district.
 - o Employees receive half of the 50% if they are developing and have been in the district three or more years.
 - o Employees with a final classification of ineffective do not get this portion of the pay.
- 25% School Data
 - Everyone gets this money if 75% of the schools in the district receive rating of C or above. OR Positive gains (Math AzMERIT, or ELA AZMERIT or DIBELs)
- 25% Professional Development
 - o Complete 10 hours of professional development from a list of options as well as one Professional responsibility between April 15, 2020 April 15, 2021.
 - Professional Development examples: teaching PD afterschool, college course, endorsement in a new area/content, board certification, others mutually agreed to by administration.
 - Professional Responsibility Examples: Attending one board meetings, observing a colleague, district committee, mentors, grant preparation, leadership position, others mutually agreed to by administration.

Guidelines

- Employee must fulfill their contract.
- Employee must have a final performance classification.
- Employees hired after the start of the school year will have a prorated amount.
- · Teachers participating in FMLA are eligible as long as they complete a teacher evaluation.
- · A teacher who has been determined as ineligible for performance pay may appeal the decision in writing.

ACTION AGENDA ITEM

AGENDA NO: <u>5.E.</u> TOPIC: <u>2020-2021 Board Meeting Calendar</u>
SUBMITTED BY: Ms. Cindy Segotta-Jones, Superintendent
DATE ASSIGNED FOR CONSIDERATION: _April 9, 2020
RECOMMENDATION:
It is recommended the Governing Board approve the proposed meeting calendar for the 2020-2021 school year as presented.

RATIONALE:

GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40 GOVERNING BOARD MEETING DATES

2020-2021 School Year

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

2020

- 4:00 p.m. Thursday, July 9, 2020
- 4:00 p.m. Thursday, July 23, 2020 Special Meeting
- 5:30 p.m. Thursday, August 13, 2020
- 5:30 p.m. Thursday, August 27, 2020 Special Meeting
- 5:30 p.m. Thursday, September 10, 2020
- 5:30 p.m. Thursday, September 24, 2020 Special Meeting
- 5:30 p.m. Thursday, October 8, 2020
- 5:30 p.m. Thursday, October 22, 2020 Special Meeting
- 5:30 p.m. Thursday, November 12, 2020*
- 5:30 p.m. Thursday, December 10, 2020**

2021

- 5:30 p.m. Thursday, January 14, 2021
- 5:30 p.m. Thursday, January 28, 2021 Special Meeting
- 5:30 p.m. Thursday, February 11, 2021
- 5:30 p.m. Thursday, February 25, 2021 Special Meeting
- 5:30 p.m. Thursday, March 11, 2021
- 5:30 p.m. Thursday, March 25, 2021 Special Meeting
- 5:30 p.m. Thursday, April 15, 2021***
- 5:30 p.m. Thursday, April 29, 2021*** Special Meeting
- 5:30 p.m. Thursday, May 13, 2021
- 4:00 p.m. Thursday, May 27, 2021 Special Meeting
- 4:00 p.m. Thursday, June 10, 2021
- 4:00 p.m. Thursday, June 24, 2021 Special Meeting

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

Exceptions to second Thursday Regular Meetings and fourth Thursday Special Meetings

* November: No Special Meeting due to Thanksgiving Break

** **December:** No Special Meeting due to Winter Break

*** April: Regular Meeting third Thursday; Special Meeting fifth Thursday due to NSBA Annual Conference

INFORMATIONAL AGENDA ITEM

AGENDA NO: <u>6.A.</u> TOPIC: <u>Future Meetings</u>

SUBMITTED BY: <u>Ms. Cindy Segotta-Jones, Superintendent</u>

RECOMMENDED BY: Ms. Cindy Segotta-Jones, Superintendent

DATE ASSIGNED FOR CONSIDERATION: April 9, 2020

Board Meetings dates for the 2019-2020 school year are listed below with the agenda topics anticipated for

each meeting. Routine items, i.e., vouchers, personnel reports, travel, etc., are not included in the list.

April 23	Special Meeting					
May 14	ASBA Political Agenda Submissions					
,	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					
	Study Session: Declining Enrollment and Budget Impacts					
June TBD	Board Retreat:					
	Class Sizes					
	Board Self Evaluation Instrument					
	Program Evaluation/Sustainability					
	Board Goals					
	Discipline Reports					
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					
I 2.5	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					
	racinty Use ree schedule and Agreement					

Agenda Item Requests Tracking:

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

Staff Resignation Data	1/9/20	Monica Pimentel		Information provided in the Board Update 2.14.20
Add Strategic Plan Review to Calendar	2/6/20	Sara Smith		Added to June 25 upcoming agenda items list
Add Board Retreat to Calendar	2/6/20	Sara Smith	2/13/20	