

Special Meeting

**NOTICE OF SPECIAL MEETING OF THE GOVERNING BOARD
OF THE FLAGSTAFF UNIFIED SCHOOL DISTRICT NUMBER ONE**

**September 5, 2017
Executive Session – 5:00 pm
Special Meeting – 5:30 pm**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Governing Board and to the general public that the Governing Board of the Flagstaff Unified School District will hold a Special Meeting at the District Administrative Center, 3285 E. Sparrow Avenue, Flagstaff, Arizona. The Governing Board may consider any item on this agenda in any order and at any time during the meeting. Pursuant to A.R.S. § 38-431.4, members of the Governing Board may participate via speakerphone or other technological devices.

Call to Order

Moment of Silence

Pledge of Allegiance

Roll Call

Board Members

Ms. Christine Fredericks, President
Ms. Kara Kelty, Clerk
Dr. Carol Haden, Member
Dr. Carole Gilmore, Member
Ms. Kathryn Kozak, Member

Administration

Mr. Michael A. Penca, Superintendent
Ms. Mary K. Walton, Assistant Superintendent
Mr. Robert Kuhn, Assistant Superintendent
Mr. Scott Walmer, Director of Finance
Ms. Dawn Anderson, Director of Human Resources
Ms. Karin Eberhard, District Relations Coordinator
Ms. Kim Branges, Executive Assistant

Reorder Agenda – At the Governing Board’s discretion, the agenda may be reordered to accommodate guests who are present to address specific agenda items.

Agenda – Adoption of the agenda, as submitted, is recommended.

Members of the Board may not discuss items that are not specifically identified on the agenda. Additional information about agenda items can be found on the district website at www.fusd1.org or by contacting the Superintendent’s office at 928-527-6002.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Superintendent’s office at 928-527-6002. Requests should be made as early as possible to arrange the accommodation.

Executive Session

Discussion and possible action regarding the proposed agreement for an administrative hearing matter. The Governing Board may vote to convene in executive session, which will not be open to the public, pursuant to A.R.S. §38-431.03(A)(3) and (4) for discussion or consultation with its attorney(s) for legal advice and/or in order to consider its position and instruct its attorneys regarding its position regarding an administrative hearing matter (18C-001-ADE) that is in pending litigation and/or in settlement discussions in order to avoid or resolve litigation. The Governing Board's attorney(s) may appear in person or telephonically.

Call to the Public – Any person wishing to address the Board on any issue within the jurisdiction of the Board will be granted time to make a presentation at the discretion of the presiding chairperson. Pursuant to A.R.S. § 38-431.01(H), at the conclusion of an open call to the public, Board Members may respond to any criticism, may ask staff to review a matter, or may ask that a matter be put on a future agenda. Members of the Board will not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. Individual remarks may be limited to three minutes.

Presentations

1. Draft Retreat Agenda – The Governing Board will review the draft agenda for the Retreat that will be held on September 19, 2017 at 4:00 pm. (M. Penca)
2. Flagstaff High School Welding Lab – This will be a verbal update regarding progress made on the remodeling of the Welding Lab at Flagstaff High School. (B. Kuhn)

Discussion/Action Items

1. CCESA IGA – Discussion and possible action regarding the Intergovernmental Agreement with Coconino County Education Service Agency for the Healthy Families, Healthy Youth programming and training. (M. Penca)
2. FACTS Contract for Services – Discussion and possible action regarding Contract Extension No. Two of the contract for services with City of Flagstaff and Coconino Coalition for Children and Youth for the Flagstaff And Community Teaming for Students for the (FACTS) afterschool program. (M. Penca)
3. Policy Revision BBBA – Discussion and possible action regarding the first reading of revisions to Policy BBBA Board Member Qualifications. (M. Penca) (tabled 8/22/17)
4. Policy Revision JFB – Discussion and possible action regarding the first reading of revisions to Policy JFB Open Enrollment. (M. Walton) (tabled 8/22/17)

Information Items

The Governing Board may identify items they would like placed on a future agenda.

Executive Session

The Governing Board may vote to convene in executive session, which will not be open to the public, pursuant to A.R.S. §38-431.03(A)(2), for a discussion of confidential records. This will be a review of the aggregate AzMERIT test scores that have not been released to the public.

Worksession

Board Members and Administration will discuss procedures for meetings of the Governing Board and possible changes to how the agenda is ordered and prioritized. This discussion may include agenda preparation, rules of order, the consent agenda, voting methods and a review of policies. No final action will be taken during the Worksession.

Executive Session

Pursuant to A.R.S. § 38-431.03(A)(3), the Board may vote to hold an executive session, which will not be open to the public, for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda. This may be conducted by speakerphone.

*Instructions Regarding Confidentiality:

Pursuant to A.R.S. § 38-431.03(C) all are reminded that minutes of or discussions made at executive sessions are confidential by law and that violations of that confidentiality may subject the individuals involved to such penalties as are prescribed by law, including fines, costs, attorneys' fees and removal from office.

Adjournment

Executive Session

Call to the Public

Presentations

FUSD Governing Board and Cabinet Administration Retreat

- ▶ Purpose: The retreat setting is designed to cultivate an opportunity for Governing Board members and Cabinet Administration to gather in an informal setting to enhance communication, build norms of collaboration and discuss critical strategic issues. The retreat agenda is not designed to address regular business of the Board.

Desired Outcomes for the Retreat

- ▶ Cultivate an organizational culture of trust and respect
- ▶ Enhance communication and understanding among all Governing Board members and Cabinet Administration
- ▶ Enhance awareness of Governing Board member's values, roles and expectations
- ▶ Establish a shared understanding of most critical strategic issues facing the district

Agenda

4:00	Call to Order	Christine Fredericks, President
	Check-in	Kerry Blume, Facilitator
4:05	Overview – FUSD Vision & Goals for the Future	Michael Penca, Superintendent
4:15	Governing Board Values & Norms	Facilitated Discussion
5:30	Dinner	
6:00	Strategic Priorities	Facilitated Discussion
7:15	Update Strategic Issues	Cabinet Administration
8:00	Closing and Adjourn	Christine Fredericks, President



**Operations and Support Services
Board Meeting
September 5, 2017**

Goal 1: Maintain and Improve Comprehensive Student Opportunities and Services

Support Services:

Construction Project:

FHS Welding Lab: An update will be given to the Board on the progress of the Welding Lab project at Flagstaff High School.

Bob Kuhn
Assistant Superintendent

Discussion/ Action Items

EXECUTIVE SUMMARY

Meeting Date: September 5, 2017

Subject: IGA with Coconino County Education Service Agency.
Grant title: "Healthy Families, Healthy Youth"

Board Goals: 5. Increase public engagement and support for FUSD

☒ Action/Discussion Item

☐ Information Item

Background and Discussion: The Governor's office initiated grant monies to support and implement the Peer/Parent Substance Use Prevention Program to every county education office in the state. The primary purpose of this project is to reduce substance abuse of middle school students. A focused event is planned where 7th grade students and parents will participate in the Healthy Families training.

The "Healthy Families, Healthy Youth" IGA has been approved and signed by the Coconino County Board of Supervisors.

Fiscal Impact: NA

Recommendation to the Board: To approve the IGA with the Coconino County Education Service Agency.

Presented by: Mary K. Walton, Assistant Superintendent, Curriculum & Instruction



Good Morning,

The Coconino County Education Service Agency secured a "Healthy Families, Healthy Youth" grant from the State of Arizona Governor's Office of Youth Family and Faith. The award for \$39,534 will provide FUSD's seventh graders with the funding allocation to provide students and parents with Healthy Families training. The primary purpose of this project is to reduce substance abuse of middle school students.

The Coconino County Education Service Agency is sponsoring the grant for Coconino County school districts to implement the program.

Attached you will find the signed copy of the Intergovernmental Agreement (IGA) and both of the school's budgets. The "Healthy Families, Healthy Youth" IGA has been approved and signed by the Coconino County Board of Supervisors on August 22, 2017. Once you receive the signed documents from the county, please have it signed by your school district's attorney and superintendent. Please keep one signed copy for your records. Once your school district has signed the IGAs, please send the 2 signed copies electronically to our office.

Thank you for your attention to this matter. Kindly return the signed IGA to our office no later than September 5, 2017. Please call our office at 928 679-8057 or 928 679- 805 if you have questions about our services or need assistance with returning the form.

Sincerely,

Cheryl Mango-Paget

Cheryl Mango-Paget, Associate Superintendent of Schools

Coconino County Education Service Agency

Innovation and Development Division

928.679.8057

f. 928.526.0616

cmango-paget@coconino.az.gov

REIMBURSABLE BUDGET- Sinagua Middle School

Category	Description	Amount
Personnel/ Contracted Services	School Coordinator .30% @ \$46,000 (\$46,000 x .30% X 3 months= \$3,450.00) Point of contact for the Middle School and oversight for the pilot program. liaison to the County Superintendent Coordinator.	\$3,450.00
	Data Analysis Coordinator .30% @ \$46,000 (\$46,000 x .30% X 3 months= \$3,450.00) Point of contact for the Middle School and oversight for the financial/programmatic reporting liaison to the County Superintendent Coordinator.	\$3,450.00
Fringe/ERE	Employee related expenses are approximately 30% of the salaries including health benefits	\$2,070.00
Contracted Services	Facilitator fees for (1) day training, (1) event. All preparation activities and logistics associated: Adult Facilitators (2) and Youth Facilitators (2). \$1,250/Facilitator = \$750 for training day+ \$500 for event night. (1) Youth Facilitator \$500 for event night.	\$5,500.00
Supplies	Program materials -copies, youth folders, pens, pencils, Outreach materials	\$2,000.00
Facilities	Event Costs- Family Dinner 150 attendees @ \$10.00 each	\$1,500.00
	Sub-Total	\$17,970.00
Indirect	10% of Direct Expenses or Federally Approved Indirect Rate	\$1,797.00
	Total Project Costs	\$19,767.00

REIMBURSABLE BUDGET - MountEldon Middle School

Category	Description	Amount
Personnel/ Contracted Services	<p>School Coordinator .30% @ \$46,000 (\$46,000 x .30% X 3 months= \$3,450.00) Point of contact for the Middle School and oversight for the pilot program. liaison to the County Superintendent Coordinator.</p> <p>Data Analysis Coordinator .30% @ \$46,000 (\$46,000 x .30% X 3 months= \$3,450.00) Point of contact for the Middle School and oversight for the financial/programmatic reporting liaison to the County Superintendent Coordinator.</p>	<p>\$3,450.00</p> <p>\$3,450.00</p>
Fringe/ERE	Employee related expenses are approximately 30% of the salaries including health benefits	\$2,070.00
Contracted Services	Facilitator fees for (1) day training, (1) event. All preparation activities and logistics associated: Adult Facilitators (2) and Youth Facilitators (2). \$1,250/Facilitator = \$750 for training day+ \$500 for event night. (1) Youth Facilitator \$500 for event night.	\$5,500.00
Supplies	Program materials -copies, youth folders, pens, pencils, Outreach materials	\$2,000.00
Facilities	Event Costs- Family Dinner 150 attendees @ \$10.00 each	\$1,500.00
	Sub-Total	\$17,970.00
Indirect	10% of Direct Expenses or Federally Approved Indirect Rate	\$1,797.00
	Total Project Costs	\$19,767.00

1
INTERGOVERNMENTAL AGREEMENT
By and between
FLAGSTAFF UNIFIED SCHOOL DISTRICT #1
And
COCONINO COUNTY

This Intergovernmental Agreement is entered into as of the _____ of _____, 2017 by and between **FLAGSTAFF UNIFIED SCHOOL DISTRICT #1**, hereinafter "District," and **COCONINO COUNTY**, hereinafter "County," by and through its **SUPERINTENDENT OF SCHOOLS**, hereinafter "Superintendent," for the funding of services pursuant to A.R.S. 11-952 et seq.

Whereas, the **District** is authorized to provide substance abuse prevention education pursuant to A.R.S. § 15-712;

Whereas, the **Superintendent** is authorized to provide discretionary programs pursuant to A.R.S. § 15-302(B);

Whereas, the **County** has entered into an intergovernmental agreement with the State of Arizona, Governor's Office of Youth, Faith, and Family, hereinafter "GOYFF," to develop, coordinate, and implement Peer/Parent Substance Use Prevention Programming through a middle school located within Coconino County,

Whereas, A.R.S. § 15-301 authorizes the Superintendent to enter into agreements with other governmental entities and agencies in order to receive and spend local, state and federal monies to provide programs and services to school districts, charter schools, county free library districts, and municipal libraries within the county.

Whereas, all parties are authorized to enter into this Agreement pursuant to A.R.S. 11-952;

Now therefore, in consideration of the mutual agreements set forth, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to specify the responsibilities and procedures for the District and the Superintendent in the implementation of the Peer/Parent Substance Use Prevention Programming.

2. Term

The term of the Agreement shall commence July, 2017, and shall remain in effect until December, 2017. This Agreement is contingent upon Superintendent's receipt of final GOYFF funding, unless terminated, canceled, or extended as otherwise provided herein.

3. Termination

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

4. Special Provisions

A. Obligations of Superintendent:

1. Perform its obligations pursuant to its agreement with GOYFF.
2. Provide no more than \$39,534.00 to District for costs associated with the activities listed in Section 4.B of this Agreement.
3. Provide payment upon receipt and approval of the invoices for services performed or goods received.

B. Obligations of District:

1. Accept and manage the grant funds provided by GOYFF to host the event based on size of 7th grade enrollment.
2. Select and pay a qualified and interested staff person to serve as the Healthy Families Program Coordinator (percentage of FTE to be determined by the school).
3. Identify and select an adequate number of school staff to be trained and serve as Healthy Families coaches for the event.
 - a. Stipends should be provided for a minimum (2) coaches at schools with populations amid 50-500 students, and (3) coaches at schools with population greater than 500 students.
4. Provide stipends for staff coaches to participate in the pilot and attend one-day training for the program in July–August. Additional training is available if needed.
5. Ensure staff coaches remain family resource who can direct students and/or parents throughout the school year to www.substanceabuse.az.gov for additional resources if needed.
6. Identify and provide a stipend for youth peer leader(s) ages 18-25 to help facilitate the youth workshop and the youth-parent planning sessions of the evening.
 - a. Stipends should be provided for a minimum (2) peer leaders at schools with populations between 50-500 students, and (3) peer leaders at schools with population greater than 500 students.
7. Include adequate funding for event supplies, including family time activities, in the grant budget.
8. Collaborate with SIRC to conduct all required evaluation activities.
9. Schools are strongly encouraged to consider:

- a. Providing student incentives for participation, i.e. Pizza Party for class with the greatest parent/student attendance, Ice Cream Social or a Dress Down day, etc.
- b. Mandating attendance at the program by parents/students.
- c. Providing child care for night of event.

C. Reporting Requirements

District shall submit invoices and programmatic reports detailing all services rendered in accordance with this Agreement on a monthly basis. The reporting deadlines are:

- August 10, 2017
- September 10, 2017
- October 10, 2017
- November 10, 2017
- December 10, 2017

5. Financing and Disposition of Property

Notwithstanding any other provisions in this Agreement, this Agreement may be terminated if grant funds are terminated or prior to the completion of this Agreement. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Superintendent at the end of the period for which funds are available. No liability shall accrue to Superintendent in the event this provision is exercised, and Superintendent shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

6. Reporting and Records

All accounts, reports, files, receipts, and records relating to this Memorandum of Assurance shall be kept for five (5) years after termination of this Memorandum of Assurance and shall be open to reasonable inspection and audit by the Fiscal Agent during that period.

7. Cancellation for Conflict of Interest

Pursuant to A.R.S. 38-511, the state or any of its political subdivisions, within three years after execution of this Agreement, may cancel it without further penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement is at any time while the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party, of the contract with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

8. Non-discrimination

Both parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Both parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

9. Insurance

DISTRICT will provide and maintain and cause its sub-districts to provide and maintain appropriate insurance acceptable to the County.

A. In no event will the total coverage be less than the minimum insurance coverage specified below:

- i. Commercial General Liability occurrence version in an amount not less than One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations and shall include the following;

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

- ii. Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence to include either "any auto" or "scheduled, owned, hired, and or non-owned vehicles. Such insurance shall include coverage for loading and unloading hazards.

- iii. Statutory Workers' Compensation Coverage with Employer's Liability Limit of \$500,000.

B. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

- C. Upon the execution of this Agreement by DISTRICT, DISTRICT will furnish the County with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The County reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements. Failure on the part of the DISTRICT to procure and maintain the required liability insurance and provide proof thereof to the County within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which the County may immediately terminate the Agreement.
- D. DISTRICT will name the County, its agents, officials, employees and volunteers as additional insureds for general liability including premises/operations, personal and advertising injury, products/completed operations, and as additional insured for automobile liability, and will specify that the insurance afforded by the DISTRICT is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the DISTRICT. Said policies must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due DISTRICT.
- E. DISTRICT will comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage will be provided within ten (10) days of signing this Agreement. The insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the DISTRICT for the County.
- F. If district is working with children, the General Liability policy must include coverage for sexual and molestation. This coverage may be sub-limited to no less than \$50,000. The limits may be included within the General Liability limit, or provided by separate endorsement with its own limits, or provided as separate coverage included with Professional Liability. DISTRICT must provide the following statement or evidence on their Certificate(s) of Insurance that "Sexual and Molestation/Abuse is included."

10. Independent Status of DISTRICT

The District will operate as an independent entity and not as an officer, agent, servant, or employee of the County.

A. The District will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent entity, the District is responsible for the payment of all applicable income and employment taxes and for providing all workers' compensation insurance required by law.

B. The District will operate as an independent entity and none of the employees of the district are to be considered employees of Coconino County. District employees are not eligible for Coconino County group health insurance or other benefits.

C. The District will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.

D. In performance of services within this contract, the District shall determine staff necessary hours of work. District shall provide whatever tools; equipment, vehicles, and supplies District may determine to be necessary in performance of services hereunder. District shall be responsible for all expenses of operation of its own office(s), including expenses incurred in hiring employees and assistants to District.

E. The District has no authority to enter into contracts or agreements on behalf of the County. This Agreement does not create a partnership between the parties.

11. Mutual indemnification

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless each 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.

12. Applicable Law

This Agreement shall be governed and interpreted by the laws of the State of Arizona

13. Arbitration

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §§ 12-1518 and 12-133 except as may be required by other applicable statutes.

14. Entire Agreement.

This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter. The

parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

15. Waivers.

No waiver, amendment, or modification of this Agreement shall be valid or binding unless written and signed by the parties. Waiver by either party of any breach or default of any clause of this Agreement by the other party shall not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement.

16. Notices.

All notices under this Agreement given by either party to the other shall be in writing and shall be sent by U.S. Postal Service, first class, facsimile, or e-mail.

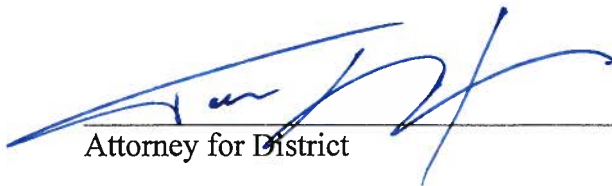
17. Certification of Contracting Agencies:

Attorney Approval:

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorneys who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties of the Agreement represented by the undersigned attorneys. If applicable, the Parties to this Agreement have chosen the Coconino County Attorney's Office to act as their counsel for the purpose of reviewing this Agreement. In so doing, by their signatures below, each party acknowledges that it is aware that the Coconino County Attorney's Office has represented both parties in the formation of this Agreement, and each party expressly waives any conflict created thereby.



Attorney for County



Attorney for District

Coconino County by and through its **Superintendent of Schools**


By: Risha VanderWey, Superintendent

Flagstaff Unified School District #1

By: Michael Penca, Superintendent

EXECUTIVE SUMMARY

Meeting Date: September 5, 2017

Subject: FACTS Contract Extension with FUSD, the City of Flagstaff, and Coconino Coalition for Children and Youth

Board Goals: 1, 2, 3, 4, 5, 6

☒ Action/Discussion Item

☐ Information Item

Background and Discussion

The City of Flagstaff and the Coconino Coalition for Children and Youth have helped to fund the FACTS Program for a number of years. They have been so generous to the Flagstaff Unified School District, our students, and families and we appreciate their support.

The original agreement was for one year with the option to renew for a maximum of four additional one year terms. This is the second renewal of that agreement. The original agreement has been included for your information.

Fiscal Impact

Total funding from the City of Flagstaff and the Coalition will be \$291,988.

Recommendation to the Board

Approve Contract Extension No. Two with the City of Flagstaff and Coconino Coalition for Children and Youth for the FACTS Afterschool Program.

Presented by:

Bob Kuhn, Assistant Superintendent



City of Flagstaff

July 24, 2017

Michael Penca, Superintendent
Flagstaff Unified School District
3285 East Sparrow Ave.
Flagstaff, Arizona 86004

Julie Fritzler, President
Coconino Coalition for Children & Youth
2625 North King St.
Flagstaff, Arizona 86004

CONTRACT EXTENSION NO. TWO

The current Contract for services to develop community wide strategies to enhance the well-being of children and youth in Coconino County, such as identifying and mobilizing resources for children and youth, educating the community and providing a community wide after school program offered and administered by Flagstaff Unified School District #1 (School District) and Coconino Coalition for Children & Youth (Coalition) expired on June 30, 2017. This Contract provides for three (3) additional, one (1) year contract extensions at the same terms and conditions of the original Contract by mutual agreement between the City of Flagstaff, the School District and the Coalition. The funding for this second year extension is \$291,988 broken out as follows:

Annual contribution for the FACTS Afterschool Program:	\$247,319
Funding increase (FACTS):	\$25,000
Annual contribution (Coalition):	<u>\$19,669</u>
Total annual funding:	\$291,988

The City is requesting your consideration to this second year Contract extension. If your organization is willing to continue service for the second one-year Contract extension, please sign and return this formal letter to:

Rick Compau, C.P.M., CPPO, CPPB
Purchasing Director
City of Flagstaff, Purchasing Division
211 W. Aspen Ave.
Flagstaff, Arizona 86001

If modifications are submitted, a complete explanation of the modification must be submitted on company letterhead. The City will make every effort to work with you, however; budget constraints may limit our efforts.

City of Flagstaff, Purchasing Division
211 West Aspen Avenue, Flagstaff, Arizona 86001
Phone (928) 213-2275 – Fax (928)213-2209

City of Flagstaff

Should you have any questions in regards to this contract, please contact me at 928/213-2275. You may fax your reply to fax 928/213-2209 or email me at rcompau@flagstaffaz.gov

Sincerely,

Rick Compau, C.P.M., CPPO, CPPB
Purchasing Director

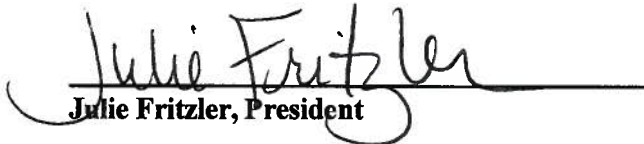
The Flagstaff Unified School District #1 and the Coconino Coalition for Children & Youth hereby agree to the second one-year Contract extension per the terms, conditions, as well as the scope of work outlined in the original Contract dated July 1, 2015.

Flagstaff Unified School District #1


Michael Penca, Superintendent

Date

Coconino Coalition for Children & Youth



Julie Fritzler, President



Date

2015-16

AGREEMENT
among
COCONINO COALITION FOR CHILDREN & YOUTH,
FLAGSTAFF UNIFIED SCHOOL DISTRICT, and CITY
OF FLAGSTAFF

This Agreement is made as of the _____ day of _____ 2015, by and among Coconino Coalition for Children & Youth, an Arizona non-profit corporation ("Coalition"), with offices at 2625 North King Street, Flagstaff, Arizona 86004; Flagstaff Unified School District #1 ("School District"), a school district duly organized pursuant to Arizona Revised Statutes Title 15, with offices at 3285 East Sparrow Avenue, Flagstaff, Arizona 86004; and the City of Flagstaff ("City"), an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona 86001.

RECITALS

A The School District and the City are part of a cooperative consortium known as the Alliance for the Second Century (the "Alliance"), formed by the School District, Northern Arizona University, the City of Flagstaff, Coconino County and Coconino County Community College to address area-wide issues such as the well-being of children and youth in the greater Flagstaff area.

B. The Coalition has been formed and operates to provide leadership in developing community-wide strategies that can enhance the well-being of children and youth in Coconino County, such as identifying and mobilizing resources for children and youth, educating the community and evaluating public policy and legislation regarding issues concerning children and youth, and compiling data and statistics on children and youth;

C. Community-Wide After School Programs ("After School Programs") have been created to provide children and youth with life skills, enrichment and academic support in a safe and drug-free environment and to assist the Flagstaff community in developing resilient youth who are less likely to engage in high risk behaviors and who are more likely to become healthy, well-rounded adults, able to contribute to society in meaningful ways. The After School Programs have particular focus for the latchkey child who has no adult at home before or after the regular school day.

D. The School District, the Coalition and the City wish to enter into this Agreement regarding the City's grant of funds for Fiscal Year 2014, through the School District as the fiscal agent for the Coalition and the After School Programs, to be for After School Programs implementation costs and Coalition operational and administrative costs, including the salary of the Coalition's Executive Director;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. CITY'S OBLIGATIONS

1.1 Contribution to After School Programs. The City agrees to provide up to Two Hundred

Forty Seven Thousand Three Hundred and Nineteen dollars **(\$247,319.00)** to the School District as soon as practicable following receipt by the City of itemized invoices for all direct expenditures made for the After School Programs.

1.2 Contribution to Coalition. The City agrees to provide an additional Nineteen Thousand Six Hundred and Sixty Nine dollars **(\$19,669.00)** to the School District, as fiscal agent for the Coalition, for use in connection with the Coalition's obligations in this Agreement as soon as practicable following execution of this Agreement.

2. SCHOOL DISTRICT'S OBLIGATIONS

2.1 After School Programs Host Agency. The School District shall be the host agency for the After School Programs and shall develop and implement comprehensive After School Programs, as well as provide staff qualified to coordinate, implement and evaluate the After School Programs within the City of Flagstaff.

2.2 Fiscal Agent for Coalition. The School District agrees to serve as the fiscal agent for the Coalition and shall administer payroll for payment of the Coalition's Executive Director. The School District shall fund and provide workers' compensation insurance for the Executive Director, together with such employee benefits customarily provided its employees under the Northern Arizona Public Employees Benefit Trust and Arizona State Retirement Plan. The Coalition's Executive Director will be an employee of the School District subject to the direction and control of the Coalition. The School District shall disburse to the Coalition all funds received for the Coalition from the City and other sources that exceed those funds required to pay the salary of the Coalition's Executive Director. The School District shall disburse these funds as soon as practicable following the end of the School District's fiscal year.

2.3 Administrator and Fiscal Agent for the After School Programs. The School District agrees to serve as the administrator and fiscal agent for the After School Programs.

2.4 Reporting and Overhead. The School District shall provide financial reports to the Coalition pertaining to Coalition transactions. The School District shall provide to the City such financial and other operational reports as the City may reasonably request during the term of this Agreement and will provide to the City, within ninety (90) days following termination of this Agreement, an accounting of all funds received and expended during the term of this Agreement. The School District shall not charge administrative or overhead fees in connection with its services as fiscal agent for the Coalition and/or After School Programs.

3. COALITION'S OBLIGATIONS

The Coalition shall use the Nineteen Thousand Six Hundred and Sixty Nine dollars (\$19,669) contribution from the City in connection with the Coalition's obligation to provide leadership in developing and advocating for community-wide strategies dedicated to enhancing the quality of life for all children and youth in the community. This contribution shall be applied to the salary paid to the Coalition's Executive Director and other operational costs.

4. TERM AND TERMINATION

This Agreement will continue in force and effect until midnight on June 30, 2016, unless sooner terminated as provided in this Agreement. Upon Council approved monetary contributions and mutual written agreement between the City and the Coalition and School District, this Agreement may be renewed for a maximum of four (4) additional one (1) year terms, subject to annual budget appropriations. Upon termination of this Agreement for any reason, the School District must remit to the City any undistributed portion of the funds received from the City within forty-five (45) days after termination. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated by any party, without penalty or further obligation, in accordance with the provisions of Arizona Revised Statutes Section 38-511, in the event of the occurrence of any of the circumstances described in Arizona Revised Statutes Section 38-511.

5. NOTICES

Any notice or other communication required or permitted to be given under this Agreement must be in writing and sent by mail or personal delivery to the parties as follows, or to such other address or person as the party may designate in writing:



If to Flagstaff:

Josh Copely, City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

If to the District:

Barbara Hickman, Superintendent
Flagstaff Unified School District
3285 East Sparrow Avenue
Flagstaff, Arizona 86004

If to the Coalition:


Holly Hulen, President 
Coconino Coalition for Children & Youth
2625 North King Street
Flagstaff, Arizona 86004

6. AUTHORITY

Each of the parties represents and warrants that it has full power and authority to enter into this

Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the same.

7. INTEGRATION AND MERGER

Each of the parties acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the parties' entire agreement with respect to the matters the Agreement addresses.

8. WAIVER AND AMENDMENT

The failure to enforce any condition or covenant of this Agreement will not imply or constitute a waiver of the right to insist upon future performance of the condition or covenant, or of any other provision, nor will any waiver by a party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement. Any waiver or amendment of any of the provisions of this Agreement must be in writing and be executed by the party against whom enforcement of the same is sought.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

City of Flagstaff

Flagstaff Unified School District

Gerald W. Nabours, Mayor

Barbara Hickman, Superintendent

Attest:

Attest:

City Clerk

Kim Branger

Approved as to form:

Approved as to form:

City Attorney

Coconino Coalition for Children & Youth

Holly Hulén, President

Brya Thayer

EXECUTIVE SUMMARY

Meeting Date: September 5, 2017

Subject: Policy JFB – Open Enrollment

**Board Goals: 4. Research and create desirable and relevant education opportunities and services.
5. Increase public engagement and support for FUSD**

☒ Action/Discussion Item

☐ Information Item

Background and Discussion: Policy JFB – Open Enrollment. At the August 22, Governing Board meeting, members of the board asked for clarification regarding designation of the month on which open enrollment applications must be submitted for consideration. After review of Policy JFB with the secondary principals it was clarified that FUSD accepts application throughout the year. It was asked that review of Policy JFB from other districts be considered for more appropriate language.

Fiscal Impact: additional ADM and/or tuition

Recommendation to the Board: Approve the first reading of Policy JFB – Open Enrollment.

Presented by: Mary K. Walton, Assistant Superintendent – Curriculum & Instruction

**JFB ©
OPEN ENROLLMENT**

The District has an open-enrollment program as set forth in A.R.S. 15-816 et seq. The open enrollment program described in this policy shall be placed on the District website and made available to the public on request.

No tuition shall be charged for open enrollment, except as authorized by applicable provisions of A.R.S. 15-764, 15-797, 15-823, 15-824, and 15-825.

Definitions

Resident transfer pupil means a resident pupil who is enrolled in or seeking enrollment in a school that is within the school district - but outside the attendance area - of the pupil's residence.

Nonresident pupil means a pupil who resides in this state and who is seeking enrollment in a school district other than the school district in which the pupil resides.

Enrollment Options

District resident pupils may enroll in another school district or in another school within this District. Resident transfer pupils and nonresident pupils may enroll in schools within this District, subject to the procedures that follow.

Information and Application

The Superintendent shall prepare a written information packet concerning the District's application process, standards for acceptance or rejection, and policies, regulations, and procedures for open enrollment. The packet will be made available to everyone who requests it.

The information packet shall include the enrollment application form, ~~and shall advise applicants that they must submit enrollment applications on or before _____ of each year to be considered for enrollment during the following school year.~~

Capacity

The Superintendent shall annually estimate how much excess capacity may exist to accept transfer pupils. The estimate of excess capacity shall be made for each school and grade level and shall take into consideration:

- A. District resident pupils in assigned school attendance areas, including those issued certificates of educational convenience and those required to be admitted by statute.

- B. The enrollment of eligible children of persons who are employed by the District.
- C. Resident transfer pupils who were enrolled in the school the previous year.
- D. Nonresident pupils who were enrolled in the school the previous year.

The Governing Board shall make the final determination of excess capacity and may require resident transfer pupils and/or nonresident pupils to be subject to the enrollment priorities and procedures found below. ~~The excess capacity estimates shall be made available to the public in _____ of each year.~~

Enrollment Priorities

If the Governing Board has determined that there is excess capacity to enroll additional pupils, such pupils shall be selected on the basis of designated priority categories from the pool of pupils:

- A. Who have properly completed and submitted applications; *and*
- B. Who meet admission standards.

Enrollment priorities and procedures for selection shall be in the order and in accordance with the following:

- A. Enrollment preference shall be given to resident transfer pupils who were enrolled in the school the previous year and any sibling who would be enrolled concurrently with such pupils. If capacity is not sufficient to enroll all of these pupils, they shall be selected through a random selection process adopted by regulation of the Superintendent.
- B. Enrollment preference shall be given to nonresident pupils who were enrolled in the school the previous year and any sibling who would be enrolled concurrently with such pupils. If capacity is not sufficient to enroll all of these pupils, they shall be selected through a random selection process adopted by regulation of the Superintendent.
- C. Enrollment preference shall be given to resident transfer pupils who were not enrolled in the school the previous year. If capacity is not sufficient to enroll all of these pupils, they shall be selected through a random selection process adopted by regulation of the Superintendent.
- D. Enrollment preference shall be given to nonresident pupils who were not enrolled in the school the previous year. If capacity is not sufficient to enroll all of these pupils, they shall be selected through a random selection process adopted by regulation of the Superintendent.

Enrollment preference may be given to children who are in foster care.

Admission Standards

A pupil who has been expelled by any school district in this state or who is not in compliance with a condition of disciplinary action imposed by any other school or school district or with a condition imposed by the juvenile court shall not be admitted. Acceptance for enrollment may be revoked upon finding the existence of any of these conditions.

~~A school shall not admit a pupil if the admission of the pupil would violate the provisions of a court order of desegregation or agreement by a school or district with the United States Department of Education Office for Civil Rights directed toward remediating alleged or proven racial discrimination.~~

Notification

The District shall notify the emancipated pupil, parent, or legal guardian in writing by whether the applicant has been accepted, placed on a waiting list pending the availability of capacity, or rejected. The District shall also notify the resident school district of an applicant's acceptance or placement on a waiting list. If the applicant is placed on a waiting list, the notification shall inform the emancipated pupil, parent, or legal guardian of the date when it will be determined whether there is capacity for additional enrollment in a school. If the pupil's application is rejected, the reason for the rejection shall be stated in the notification.

As provided by A.R.S. 15-816.07, the District and its employees are immune from civil liability for decisions relative to the acceptance or rejection of the enrollment of a nonresident student when the decisions are based on good faith application of this policy and the applicable statutory requirements and standards.

Transportation of Students Admitted Through Open Enrollment

A resident transfer student is eligible for District transportation on routes within the attendance boundaries of the school to which the student has been accepted for open enrollment transfer. It is the responsibility of the parents or guardians of the resident transfer student to have the student at a designated pickup point within the receiving school's transportation area.

Nonresident open enrollment students are eligible for District transportation from a designated pickup point on a bus route serving the attendance area of the school to which the student has been admitted, or as may be otherwise determined by the District

The District *may* provide transportation for open enrollment nonresident students who meet the economic eligibility requirements established under the national school lunch and child nutrition acts for free or reduced price lunches:

A. of not more than twenty (20) miles to and from:

1. the school of attendance, or
2. a pickup point on a regular District transportation route, or
3. for the total miles traveled each day to an adjacent district.

The District *shall* provide transportation for nonresident transfer students with disabilities whose individualized education program (IEP) specifies that transportation is necessary for fulfillment of the program:

A. of not more than twenty (20) miles to and from:

1. the school of attendance, or
2. a pickup point on a regular District transportation route, or
3. for the total miles traveled each day to an adjacent district.

Exception

Should there be excess capacity remaining for which no applications were submitted by the date established, the Superintendent, upon approval by the Board, shall authorize additional enrollment of nonresident pupils:

- A. Up to the determined capacity.
- B. On the basis of the order of the completed applications submitted after the notification date established in this policy.
- C. Without regard to enrollment preference.
- D. As long as admission standards are met.
- ~~E. Whose applications are submitted by _____.~~

Adopted: date of Manual

LEGAL REF.:

A.R.S.

15-764

15-797

15-816 et seq.

15-823

15-824

15-825

15-922

42 U.S.C. 11301, McKinney-Vento Homeless Assistance Act of 2001

CROSS REF.:

EEAA - Walkers and Riders

IIB - Class Size

JF - Student Admissions

JFAA - Admission of Resident Students

JFAB - Admission of Nonresident Students

JFABD - Admission of Homeless Students

JG - Assignment of Students to Classes and Grade Levels

Executive Session

Worksession

BBA ©

BOARD POWERS AND RESPONSIBILITIES

The Board shall act as the general agent of the state of Arizona in carrying out the will of the people of this District in the matter of public education.

The Board is authorized under the laws of the state of Arizona to adopt all needed policies and regulations for the organization, evaluation, and governance in the District.

The Board performs the following basic functions necessary to the discharging of its responsibilities: legislative, executive, and appraisal.

- The legislative function is the policy-making aspect of the school system. It is the policy of the Board to retain and exercise full legislative authority and control over the schools by adopting general policies or by acting directly in matters not covered by its policies.
- The executive function of the Board is concerned with placing in operation existing Board policy. Most of this function is delegated by the Board to its executive and administrative officer, the Superintendent.
- The appraisal function involves the determination of the efficiency of the school operation and an evaluation of the educational program of the District based on the policies as outlined in the policy manual.

The duties and obligations of an individual Board member include the following:

- To become familiar with the state's school laws, regulations of the State Department of Education, and District policies, rules, and regulations.
- To have a general knowledge of the educational aims and objectives of the system.

- To work harmoniously with other Board members without neglecting a proper share of the work or trying to dominate the Board.
- To vote and act in Board meetings impartially for the good of the District.
- To accept the will of the majority vote in all cases, and give wholehearted support to the resulting policy.
- To accept the responsibility for confidentiality in appropriate matters, especially those dealing with personnel and the divulging of privileged information that could cost the District money, support, or public confidence.
- To represent the Board and the District to the public in a manner that promotes both interest and support.
- To refer complaints to the proper school authorities and to refrain from individual counsel and action.
- To perform other appropriate duties that may arise.

Adopted: date of manual adoption

LEGAL
A.R.S.
[15-321](#)
[15-341](#)
[15-342](#)
A.G.O.
I81-054

REF.:

**BBAA ©
BOARD MEMBER AUTHORITY
AND RESPONSIBILITIES**

All powers of the Board lie in its action as a public body. A "meeting" is defined as the gathering of a quorum of members of a public body to propose or take legal action, including any deliberations with respect to such action that has been properly noticed, pursuant to Arizona Revised Statutes.

Individual Board members exercise authority over District affairs only by way of votes taken at a legal meeting of the Board. An individual Board member has authority only when and to the extent that the Board, by vote, has so delegated such authority.

Adopted: date of manual adoption

LEGAL

REF.:

A.R.S.

[15-321](#)

[15-341](#)

[15-342](#)

[15-381](#)

CROSS REF.:

[AA](#) - School District Legal Status

[BBA](#) - Board Powers and Responsibilities

**BDB
BOARD OFFICERS**

President

The duties of the President of the Board shall be as follows:

- Preside over all meetings and conduct meetings in accordance with Arizona law and policies of the District.
- Consult with the Superintendent on the agenda for each meeting.
- Consult with Board members on the agenda(s).
- Encourage and maintain orderly and democratic participation.
- Keep all discussions factual and on the subject at hand.
- Allow for full and complete exploration of each item of business.

In the absence of the President of the Board, the Clerk shall assume that position temporarily and perform the functions of the President.

In the absence of the President and Clerk, Board members shall select a temporary president, which shall be recorded in the minutes.

Clerk

The clerk shall perform such duties as assigned by the Governing Board.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[15-321](#)

CROSS REF.:

[BEDB](#) - Agenda

[BEDBA](#) - Agenda Preparation and Dissemination

BDB © BOARD OFFICERS

President

The duties of the President of the Board shall be as follows:

- A. Preside over all meetings and conduct meetings in accordance with Arizona law and policies of the District.
- B. Consult with the Superintendent and, on behalf of the Governing Board as a whole, approve items to be placed on the agenda for each meeting.
- C. Encourage and maintain orderly and democratic participation.
- D. Keep all discussions factual and on the subject at hand.
- E. Allow for full and complete exploration of each item of business.

In the absence of the President of the Board, the Board members shall select a temporary president, which selection shall be recorded in the minutes.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

[15-321](#)

CROSS REF.:

[BEDB](#) - Agenda

[BEDBA](#) - Agenda Preparation and Dissemination

**BDG ©
SCHOOL ATTORNEY**

The District may use the services of the County Attorney. However, when the Board deems it to be in the best interest of the District the Board may retain private counsel and services. Compensation and purpose should be determined at the time of employment of private counsel.

The Superintendent and the President of the Board shall be designated as the representatives of the District who may confer with counsel. The District will not be responsible for fees that accrue because of unauthorized individual Board member or staff consultation with private counsel.

Copies of all written requests for opinions and opinions of private counsel shall be furnished by the Superintendent to all Board members. Requests for opinions requiring research or substantial amounts of work on the part of private counsel shall be in writing when practicable. Only the Superintendent may contact private counsel by telephone or in person regarding matters pertaining to the day-to-day operation of the District.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[11-532](#)

[15-341](#)

[15-343](#)

[38-431.07](#)

**BDG ©
SCHOOL ATTORNEY**

The Governing Board may employ an attorney to represent the District if the county attorney consents. The purpose for which an attorney is hired shall be set forth in writing by the Board.

The Governing Board may employ legal counsel without the consent of the county attorney when, in its discretion, it deems it advisable.

Compensation and purpose should be determined at the time of employment of private counsel.

The Superintendent and the President of the Board shall be designated as the representatives of the District who may confer with counsel. The District will not be responsible for fees that accrue because of unauthorized individual Board member or staff consultation with private counsel.

Copies of all written requests for opinions and opinions of private counsel shall be furnished by the Superintendent to all Board members. Requests for opinions requiring research or substantial amounts of work on the part of private counsel shall be in writing when practicable. Only the Superintendent may contact private counsel by telephone or in person regarding matters pertaining to the day-to-day operation of the District.

Adopted: date of Manual adoption

LEGAL

REF.:

A.R.S.

[11-532](#)

[15-341](#)

[15-343](#)

[38-431.07](#)

BE ©

SCHOOL BOARD MEETINGS

The Board shall transact all business at official meetings of the Board. These may be either regular or special meetings, defined as follows:

- Regular meeting - the usual official legal-action meeting, scheduled and held regularly.
- Special meeting - an official legal-action meeting called between scheduled regular meetings to consider only specifically identified topics.

Every meeting of the Board, regular or special, shall be open to the public except for an executive session that is held in accordance with state law. A "meeting" is defined as the gathering, in person or through technological devices, of a quorum of members of a public body to discuss, propose or take legal action, including any deliberations with respect to such action, that has been properly noticed, pursuant to Arizona Revised Statutes.

Notice of all Governing Board meetings, regular and special, shall be posted in compliance with the requirements prescribed by A.R.S. [38-431.02](#) and described in Board Policy BEDA.

Regular Board Meetings

The second (2nd) and fourth (4th) Tuesdays of each calendar month are designated as the regular Board meeting dates, except when the date falls on a legal holiday, in which event the meeting will be held the next day at the same hour. The Board, by majority vote, may also cancel or postpone a meeting.

A regular meeting may be rescheduled or canceled:

- By majority vote of the Board when noticed as a meeting agenda item.
- By declaration of the Board President, or if the President is unavailable another member of the Board, in consultation with the Superintendent, when a significant event beyond the Board's control renders attendance at the meeting unsafe or unreasonable in light of the circumstance, such as:

- Significantly inclement weather conditions, or
- A local, state, or national emergency of a magnitude it intervenes to the extent that convening of the meeting is inadvisable.
- When the absence of a quorum of the Board will render the meeting impermissible.

Every regular meeting of the Board shall be open to the public, and the Board shall meet at the most convenient public facility in the District. If a public facility is not available within the District, the Board may meet at any available public facility convenient to all Board members, regardless of the county or school district in which the facility is located.

Special Board Meetings

Special meetings may be called whenever deemed necessary. Written or telephoned notice of all special meetings shall be given to the members of the Board at least twenty-four (24) hours prior to the time stated for the meeting to convene. Said notice shall indicate the purpose of the special meeting. No business other than the matters specified in the notice shall be transacted at such meeting.

Adopted: October 25, 2011

LEGAL REF.:

A.R.S.

[15-321](#)

[15-843](#)

[38-431](#) *et seq.*

A.G.O.

I79-45

CROSS REF.:

[BEC](#) - Executive Sessions/Open Meetings

[BEDA](#) - Notification of Board Meetings

[BEDB](#) - Agenda

[BEDC](#) - Quorum

BEC ©

EXECUTIVE SESSIONS / OPEN MEETINGS

The Board may enter into executive session after the following requirements have been met:

- A. A notice of the executive session has been provided to the Board members and the general public stating the provision of law authorizing the executive session in accordance with Board Policy BEDA.
- B. The Board has first been convened in open meeting, for which notice, stating the specific provision of law authorizing the executive session, has been given.
- C. The Board President has identified the section or sections of A.R.S. [38-431.03](#) that authorize the holding of the executive session and has stated the language of the section(s) and a general description of the matters to be considered.
- D. The executive session is authorized by a vote in open session, either during the current Governing Board meeting or at a prior meeting of the Board designating the time and the date of the future executive session.

The Governing Board shall provide any officer, appointee, or employee to be considered or discussed at a meeting with written notice of the executive session as is appropriate but not less than twenty-four (24) hours for the officer, appointee, or employee to determine whether the discussion or consideration should occur at a public meeting.

No final action, decision, or vote shall be taken while the Board is in executive session, except as provided by law.

The Board shall reconvene the open meeting after an executive session prior to adjourning the meeting.

During the executive session, all persons present in the executive session will be read the admonition on the confidentiality of the executive session minutes and deliberations.

Adopted: December 13, 2016

LEGAL REF.:

A.R.S.

[15-843](#)

[38-431.01](#)

[38-431.02](#)

[38-431.03](#)

A.G.O.

I79-45

I79-49

I79-126

I79-136

I80-118

I80-146

I81-058

I81-060

I81-090

CROSS REF.:

[BBBB](#) - Board Member Oath of Office

[BEDA](#) - Notification of Board Meetings

[BEDG](#) - Minutes

[JKD](#) - Student Suspension

**BED ©
MEETING PROCEDURES / BYLAWS**

The President of the Board is responsible for the orderly conduct of the meeting and shall rule on such matters as the time to be allowed for public discussion, the appropriateness of the subject being presented, and the suitability of the time for such a presentation. All such rulings are subject to review by the Board at a subsequent meeting, properly noticed, as long as the matter is included on the agenda.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[15-321](#)

BEDB AGENDA

The agenda shall list the specific matters to be discussed, considered or decided at the meeting. The Governing Board may discuss, consider or make decisions only on matters listed on the agenda and other matters related thereto. (*Subject to A.R.S. [38-431.02](#)*)

Unless changed by a majority vote of Board members present at a meeting, the order of business shall be as follows:

Regular Meetings

Preliminary:

- Call to order
- Moment of silence
- Pledge of allegiance
- Roll call
- Reorder agenda
- Adoption of the agenda (*discussion of items is not in order*)

Call To The Public (Members of the Governing Board shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action)

Action Items (Matters on which the Governing Board may take legal action during the meeting)

- Consent Agenda Items (When so presented, should fully describe the matters on the agenda and inform the public where more information can be obtained)
- Student Travel

Presentations - Information and Discussion items (Matters about which the Board may engage in discussion but will take no action during the meeting)

- Superintendent
 - Summary of current events
 - Celebrations and recognitions
 - Reports (Notice must be specific as to type of report that will be given, subject matter and whom will be making the report)

Action Items - Specific items of District business (as listed for consideration, may include various categorical areas as the business of the District necessitates Board discussion, deliberation, and action)

For Your Information (Items to be heard only: the Board will not propose, discuss, or take legal action during the meeting)

Adjournment

Special Meetings:

- Call to order
- Items for which the special meeting was called (May include timely action, discussion, and information items as conditioned for regular meetings)
- Announcements
- Adjournment

Executive Sessions:

- An executive session may be scheduled, as necessary, during either a regular or special meeting. (See *Arizona Attorney General Agency Handbook Section 7.6.7*)
 - When an executive session is to be held, the notice must state the specific provision of law authorizing the executive session.

- The Board may vote to hold an executive session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda pursuant to A.R.S. [38-431.03](#)(A)(3).

Emergency Meetings

In the case of an actual emergency, the Governing Board, after giving such notice as is appropriate to the circumstances, may act on an emergency matter or call an emergency meeting in accordance with the requirements set out in A.R.S. [38-431.02](#). The emergency meeting shall follow the order of business for a special meeting. An emergency meeting shall be subsequently followed by the posting of a public notice within twenty-four (24) hours declaring that an emergency session has been held and setting forth the information specified by [38-431.02](#). Chapter 7 of the Arizona Agency Handbook shall be consulted for guidance when an emergency action or meeting is being considered.

Accommodations for the Disabled

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Superintendent's office at 928-527-6002. Requests should be made as early as possible to allow time to arrange the accommodation.

Adopted: January 14, 2014

LEGAL REF.:

A.R.S.

[38-431](#)

[38-431.01](#)

[38-431.02](#)

[38-431.03](#)

CROSS REF.:

[BDB](#) - Board Officers

[BEC](#) - Executive Sessions/Open Meetings

BEDB © AGENDA

The agenda shall list the specific matters to be discussed, considered or decided at the meeting. The Governing Board may discuss, consider or make decisions only on matters listed on the agenda and other matters related thereto. (*Subject to A.R.S. [38-431.02](#)*)

Unless changed by a majority vote of Board members present at a meeting, the order of business shall be as follows:

Regular meetings:

- A. Call to order
- B. Adoption of the agenda (*discussion of items is not in order*)
- C. Pledge of allegiance
- D. Board Meeting minutes not previously approved
- E. Information only items (*Items to be heard only; the Board will not propose, discuss, or take legal action during the meeting unless the specific matter is properly noticed for legal action.*)
 - 1. Summary of current events
 - a. Superintendent
 - i. Celebrations and recognitions
 - b. Governing Board members
 - 2. Reports (*Notice must be specific as to type of report that will be given, subject matter and whom will be making the report*)
- F. Public comments (*members of the Governing Board shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action*)

G. Action items (*Matters on which the Governing Board may take legal action during the meeting*)

1. Consent agenda items (*When so presented, should fully describe the matters on the agenda and inform the public where more information can be obtained*)

2. Specific items of District business (*as listed for consideration, may include various categorical areas as the business of the District necessitates Board discussion, deliberation, and action*)

H. Information and Discussion items (*Matters about which the Board may engage in discussion but will take no action during the meeting*)

I. Information items (*The Board will not propose, discuss, or take legal action during the meeting*)

1. Requests for future agenda items

J. Adjournment

Special meetings:

A. Call to order

B. Items for which the special meeting was called (*May include timely action, discussion, and information items as conditioned for regular meetings*)

C. Announcements

D. Adjournment

Executive sessions:

A. An executive session may be scheduled, as necessary, during either a regular or special meeting. (*See Arizona Attorney General Agency Handbook Section 7.6.7*)

1. When an executive session is to be held, the notice must state the specific provision of law authorizing the executive session.
2. The Board may vote to hold an executive session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda pursuant to A.R.S. [38-431.03](#)(A)(3).

Emergency meetings

In the case of an actual emergency, the Governing Board, after giving such notice as is appropriate to the circumstances, may act on an emergency matter or call an emergency meeting in accordance with the requirements set out in A.R.S. [38-431.02](#). The emergency meeting shall follow the order of business for a special meeting. An emergency meeting shall be subsequently followed by the posting of a public notice within twenty-four (24) hours declaring that an emergency session has been held and setting forth the information specified by [38-431.02](#). Chapter 7 of the Arizona Agency Handbook shall be consulted for guidance when an emergency action or meeting is being considered.

Accommodations for the Disabled

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting [*name of designated agency contact person*] at [*telephone number and TDD telephone number*]. Requests should be made as early as possible to allow time to arrange the accommodation.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

[38-431](#)

[38-431.01](#)

[38-431.02](#)

[38-431.03](#)

CROSS REF.:

[BDB](#) - Board Officers

[BEC](#) - Executive Sessions/Open Meetings

BEDB-E

EXHIBIT

AGENDA

AGENDA TEMPLATE

Preliminary:

- Call to order
- Moment of silence
- Pledge of allegiance
- Roll call
- Reorder agenda
- Adoption of agenda

Call to the Public

Action Items:

- Consent agenda
- Student travel

Presentations:

- Curriculum report
- Superintendent's report
- Operations report
- Budget and finance report

- Governing Board members' report

Action Items:

- General administration

For Your Information:

- Informational items

Executive Session (if necessary)

Adjournment

BEDB-E ©

EXHIBIT

AGENDA

Form 7.7

Sample Notice and Agenda of Public Meeting and Executive Session

Sections 7.6.4, 7.6.8, 7.7.2, 7.7.4, and 7.10.1 NOTICE AND AGENDA OF MEETING OF THE ARIZONA COMMISSION ON THE ENVIRONMENT

Pursuant to A.R.S. § [38-431.02](#), notice is

hereby given to the members of the Arizona Commission on the Environment and to the general public that the Arizona Commission on the Environment will hold a meeting open to the public on January 21, 2000, beginning at 8:30 a.m. in Room 201, Health Building, 1740 West Adams, Phoenix, Arizona. As indicated in the following agenda, the Arizona Commission on the Environment may vote to go into executive session, which will not be open to the public, to discuss certain matters.

The agenda for the meeting is as follows:

- I. Call to Order. (Chairman Smith)
- II. Approval of Minutes of October 19, 1999 Meeting.
- III. Committee Reports. (Oral reports of the following committees and discussion thereon.)
 1. Computer Committee. Report by the chair of the Commission's Advisory Committee on proposals for acquiring a new computer system for the Commission.
- IV. Personnel.
 1. Consideration of applicants for Director of the Commission. The Commission may vote to discuss

this matter in executive session pursuant to A. R.S. § [38-431.03](#)(A)(1). The names of the applicants may be obtained by contacting the Commission's Executive Secretary.

2. Selection of Director of the Commission. The Commission may defer a decision on this matter to a later date.

V. Litigation.

1. *State v. Acme Polluters*. Discussion and decision concerning possible settlement. The Commission may vote to discuss this matter with the Commission's attorneys in executive session pursuant to A.R.S. § [38-431.03](#)(A)(3) and (4). The Commission may decide the matter in the public meeting or defer decision to a later date.

2. Instituting Litigation. Discussion with and instruction to the Commission's attorneys concerning the filing of an enforcement action against The Brown Corporation. The Commission may discuss this matter in executive session pursuant to A.R.S. § [38-431.03](#)(A)(2), (3), and (4). The Commission may decide the matter in the public meeting or defer decision to a later date.

VI. Consent Agenda.

Approval of routine warrants, purchase orders, travel claims, employee leave and transfer requests, and employee resignations. (Documentation concerning the matters on the consent agenda may be reviewed at the Commission's office.) Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed as a regular agenda item upon the request of any Commission member.

1. Approval of purchase order numbers 1204, 1205, and 1206 for purchase of computer equipment.

2. Approval of travel claims for employees John Q. Smith and Mary M. McGee.

3. Approval of resignation of Daniel Warren and resolution to thank Daniel Warren for ten years of service.

VII. Call to the Public.

This is the time for the public to comment. Members of the Board may not discuss items that are not on the agenda. Therefore, action taken as a result of public comment will be limited to directing staff to study the matter or scheduling the matter for further consideration and decision at a later date.

VIII. Summary of Current Events.

The chief administrator, presiding officer or a member of the board may present a brief summary of current events pursuant to A.R.S. § [38-431.02](#)(K). The Board will not discuss or take action on any current event summary.

The Board may discuss future dates for meetings and direct staff to place matters on future agendas.

IX. Future Meeting Dates and Items for Future Agendas.

A copy of the agenda background material provided to Commission members (with the exception of material relating to possible executive sessions) is available for public inspection at the Commission's office, Room 402, Health Building, 1740 West Adams, Phoenix, Arizona.

Dated this 7th day of January, 2000.

ARIZONA COMMISSION ON
THE ENVIRONMENT

Chris Jones
Executive Secretary

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting [name, telephone number, TDD telephone number]. Requests should be made as early as possible to arrange the accommodation.

**BEDBA
AGENDA PREPARATION AND DISSEMINATION**

Regular Meetings:

The Superintendent will prepare Board meeting agendas in consultation with the Board President.

The Superintendent or Board members may place items on the agenda. Any Board member desiring to place an item on the agenda will notify the Superintendent of the particular item of business at least five (5) working days before the meeting. The inclusion of these items shall be at the discretion of the President in consultation with the Superintendent.

Items of business suggested by employees and patrons of the District will be submitted in writing and received in the office of the Superintendent at least five (5) working days before the Board meeting. The inclusion of these items shall be at the discretion of the Board President in consultation with the Superintendent.

The agenda and supporting materials shall be distributed to the Board members not less than twenty-four (24) hours prior to the meeting.

Upon request, copies of the agenda shall be available to the public and the press.

Special Meetings:

Whenever possible, the procedures for agenda preparation and dissemination used for regular meetings will be used for special meetings.

These procedures may be altered by the Superintendent during an emergency or when compliance would be impractical. However, the Superintendent shall comply with all legal requirements in scheduling special meetings.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[38-431](#) *et seq.*

BEDBA ©
AGENDA PREPARATION AND DISSEMINATION

Regular Meetings

The Superintendent will prepare Board meeting agendas in consultation with the Board President.

The Superintendent, with the approval of the Board President, on behalf of the Governing Board as a whole, may place items on the agenda. Any Board member proposing an item for consideration of placement on the agenda will notify the Superintendent of the particular item of business at least five (5) working days before the meeting.

The agenda and supporting materials shall be distributed to the Board members not less than twenty-four (24) hours prior to the meeting.

Upon request, copies of the agenda shall be available to the public and the press.

Special Meetings

Whenever possible, the procedures for agenda preparation and dissemination used for regular meetings will be used for special meetings.

These procedures may be altered by the Superintendent during an emergency or when compliance would be impractical. However, the Superintendent shall comply with all legal requirements in scheduling special meetings.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

[38-431](#) *et seq.*

CROSS REF.:

[BDB](#) - Board Officers

**BEDD ©
RULES OF ORDER**

The Board prescribes rules for its meetings as follows:

- It shall hold a regular meeting at least once each month during the regular school year and may hold other meetings as often as called.
- Each action item shall require a motion, and all motions shall require seconding.
- The President may make or second motions, and may vote on all motions.
- A motion to adjourn is in order at any time. Such a motion shall require a second and a majority vote. No discussion is in order.
- A motion to table is in order at any time. Such a motion requires a second and is limited to being considered only once on any given agenda item. No discussion is in order.
- Rules of order may be subject to suspension only upon a majority vote of the members of the Board present at a meeting.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[15-321](#)

[15-341](#)

CROSS REF.:

[BED](#) - Meeting Procedures/Bylaws

[BEDA](#) - Notification of Board Meetings

[BEDB](#) - Agenda

[BEDBA](#) - Agenda Preparation and Dissemination

[BEDC](#) - Quorum

[BEDF](#) - Voting Method

[BEDG](#) - Minutes

[BEDH](#) - Public Participation at Board Meetings

[BGF](#) - Suspension/Repeal of Policy

**BEDF ©
VOTING METHOD**

Votes on all motions and resolutions shall be by ayes and nays. No secret ballots shall be used.

At the discretion of the Board President or on the request of a member, a show-of-hands or roll-call vote shall be made and the vote of members shall be recorded. On a voice vote, members may request that their own votes be recorded.

All motions shall be carried by a majority of the members who vote, or as otherwise required by law.

Adopted: date of manual adoption

LEGAL REF.:

A.R.S.

[1-216](#)

[15-321](#)

[38-431](#)

A.G.O.

I78-237

CROSS REF.:

[BEDC](#) - Quorum

[BEDD](#) - Rules of Order

[BEDG](#) - Minutes

BEDF © VOTING METHOD

Votes on all motions and resolutions shall be by *ayes, nays or abstentions*.

At the discretion of the Board President or on the request of a member, a show-of-hands or roll-call vote shall be made and the vote of members shall be recorded. On a voice vote, members may request that their own votes be recorded.

All motions shall be carried by a majority of the members who vote, or as otherwise required by law.

Adopted: date of Manual adoption

LEGAL REF.:

A.R.S.

[1-216](#)

[15-321](#)

[38-431](#)

A.G.O.

I78-237

CROSS REF.:

[BEDC](#) - Quorum

[BEDD](#) - Rules of Order

[BEDG](#) - Minutes

**BEDG ©
MINUTES**

Written or recorded minutes shall be taken of all regular and special Board meetings, including executive sessions, and shall include the information required by A.R.S. [38-431.01](#). The written minutes or recording shall be available for public inspection three (3) working days after the date of the meeting, except for confidential executive session minutes. Written minutes or a recording not yet approved by the Governing Board shall be marked as "draft" or "unapproved." The minutes or recording shall not be withheld from the public pending approval and must be in a form readily accessible to the public.

Copies of unapproved written minutes, in print or digital form, shall be distributed to all Board members prior to the next meeting. The Board will take action at a subsequent meeting to amend and/or approve the written minutes.

The Superintendent shall oversee the preparation of written or recorded minutes of all executive sessions, as required by A.R.S. [38-431.01](#). The Superintendent will provide confidential copies of unapproved written minutes, in print or digital form, to all Board members prior to the next meeting.

The Superintendent shall assure that permanent archival files of all approved Governing Board meeting minutes and related required materials are maintained in accordance with A.R.S. [39-101](#) and standards established by Arizona State Library, Archives and Public Records (ASLAPR). Regular and special Board meeting minutes shall be filed separately from Board executive session minutes.

Adopted: October 25, 2011

LEGAL REF.:

A.R.S.

[15-843](#)

[38-421](#)

[38-431.01](#)

[38-431.03](#)

[39-101](#)

[39-121](#)

[39-122](#)

[41-1347](#)

[41-1351](#)

A.G.O.

I80-198

Attorney General Arizona Agency Handbook, Chapter 7, Open Meetings
ASLAPR General Retention Schedule for School Districts and Charter
Schools

CROSS REF.:

[BED](#) - Meeting Procedures/Bylaws

REGULATION

MINUTES

**(Minutes of Open Session Governing Board Meetings,
Board Subcommittees and Advisory Committees)**

For meetings other than executive sessions, minutes are to contain *at least* the following information:

- Date, time, and place of meeting.
- Members of the Governing Board recorded as either present or absent.
- General description of the matter considered.
- An accurate description of all legal actions proposed, discussed or taken, and the name of the Board member who proposed each motion.
- Names of the persons, as given, making statements or presenting material to the Governing Board and a reference to the legal action about which they made statements or presented material.

A *meeting*, for the purposes of the open meeting statutes, is the gathering of a quorum of Governing Board members at which they discuss, propose or take legal action, including any deliberations by a quorum with respect to such action. [\[38-431\]](#)

It is therefore necessary to remember that:

- the coming together of a quorum of Governing Board members:
 - in person or by technological devices such as speakerphone, Internet, or other device,
 - including study sessions, work sessions, and retreats,
 - regardless of whether or not any voting is scheduled to occur,

- or of a subcommittee or advisory committee appointed by or at the direction of the Board, or which is to report to the Board,
 - is a "meeting" and, therefore,
 - minutes must be taken and processed as required by statute and specified above.