# Agenda

### **AGENDA**

FLAGSTAFF UNIFIED SCHOOL DISTRICT NUMBER ONE
District Administrative Center – 3285 E. Sparrow Avenue – Flagstaff, Arizona
Notice of Meeting of the Governing Board
September 12, 2017
Worksession – 4:15 pm
Executive Session 5:00 pm
Regular 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 Number One will hold a Board Meeting, which will be open to the public. Pursuant to A.R.S. § 38-431.03(A)(3), the Flagstaff Unified School District Number One Governing Board may vote to go into Executive Session, which will not be open to the public, to get legal advice from the District's attorneys. The District's Attorney may appear telephonically. 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.

#### **PRELIMINARY**

- 1. Call to Order
- 2. Moment of Silence
- 3. Pledge of Allegiance
- 4. Roll Call:

Board Members	<u>Administration</u>
Ms. Christine Fredericks, President	Mr. Michael A. Penca, Superintendent
Ms. Kara Kelty, Clerk	Ms. Mary K. Walton, Assistant Superintendent
Dr. Carol Haden, Member	Mr. Robert Kuhn, Assistant Superintendent
Dr. Carole Gilmore, Member	Mr. Scott Walmer, Director of Finance
Ms. Kathryn Kozak, Member	Ms. Dawn Anderson, Director of Human Resources
	Ms. Karin Eberhard, District Relations Coordinator
	Ms. Kim Branges, Executive Assistant

- 5. Reorder Agenda At the Governing Board's discretion, the agenda may be reordered to accommodate guests who are present to address specific agenda items.
- 6. Agenda Adoption of the agenda with addenda items, 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 <a href="https://www.fusd1.org">www.fusd1.org</a> 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.

### FLAGSTAFF UNIFIED SCHOOL DISTRICT

### Statement of Mission, Vision, Values and Goals

### **Mission Statement:**

Creating opportunities for you to discover your path to excellence.

### Vision Statement:

The premiere educational choice for the greater Flagstaff community.

### Values:

### We value:

- Innovation, by leading the way into the uncertain realm of opportunity.
- High standards with high expectations, supported by shared accountability.
- The diversity of our people, our programs and the accessibility to them.
- Our community and being intentional stewards of the relationships within.
- Inclusivity of all, by ensuring a safe and nurturing environment.

### Goals:

- 1) Maintain and Improve Comprehensive Student Opportunities and Services
- 2) Recruit and Retain Highly Qualified, Motivated, and Excelling Staff
- 3) Improve Student Preparedness and Mastery
- 4) Research and Create Desirable and Relevant Educational Opportunities and Services
- 5) Increase Public Engagement and Support for FUSD
- 6) Develop Diversified Partnerships and Revenue Opportunities

#### **WORKSESSION**

The purpose of the Worksession is for the Board Members and Administration to review and discuss the proposed agreement by and between the Flagstaff Education Association and the Flagstaff Unified School District.

#### **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)(3) and A.R.S. §38-431.03(A)(4) for discussion or consultation with its attorney(s) for legal advice and in order to consider its position and instruct its attorney(s) regarding the proposed agreement by and between the Flagstaff Education Association and the Flagstaff Unified School District. The Governing Board's attorney(s) may appear in person or telephonically.

#### **DISCUSSION/ACTION ITEM**

FEA Agreement – Discussion and possible action regarding the proposed agreement by and between the Flagstaff Education Association and the Flagstaff Unified School District. (C. Fredericks)

<u>CALL TO THE PUBLIC</u> – 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.

#### **CONSENT AGENDA**

- 1. Approval of Minutes of the Regular Meeting held on August 22, 2017
- 2. Approval of Minutes of the Special Meeting held on September 5, 2017
- 3. Approval of Vouchers: DS706A17; DS718A17; DS724A17; DS725A17; DS707A17; DS717A18; DS727A18; AD814A18; AD810A17; AD821A18; AD823A17; AX809B18; AD807A18; AX809B17; AX809A18; AX809A17; AD816A18; AD811A17; AD811A18; O15; 313; 315 (Detailed information is available upon request)
- 4. Acceptance of June 2017 Associated Students Activity Fund Report
- 5. Acceptance of Monetary Donations:

Charities Aid Foundation America \$20,000 for Sports Equipment/Coach Stipends at Leupp School Northern Arizona Healthcare/Flagstaff Medical Center \$110,377 for FitKids Program Districtwide Elizabeth A. Acree \$100 for Karlyn Heilman Donations at Coconino High School Clifford G. & Lynn Thorsrud Nystrom \$25 for Karlyn Heilman Donations at Coconino High School The Kula Foundation \$2.60 for Student Supplies at Flagstaff High School Balfour \$1,500 for Registration/Teacher Appreciation at Flagstaff High School Wells Fargo Community Support \$65 for Student Supplies at Flagstaff High School Killip Elementary School PTO \$1,186.55 for Laptop Cart at Killip Elementary School City of Flagstaff \$2,500 for Mural at Summit High School DeMiguel Elementary School PTO \$5,500 for Accelerated Reading Program at DeMiguel School Flagstaff Arts Council \$1,250 for Graphing Calculators at Coconino and Flagstaff High Schools

- 6. Acceptance of Gifts: 1 Superstand Youth valued at \$2,000 from Stephen & Sylvia Blanchard for Exceptional Student Services at Sinagua Middle School; 1 five-drawer lateral file cabinet valued at \$450 from Susan Morley for Music/Band at Flagstaff High School
- 7. Approval of Second Reading of Revisions to Policies BBBA Board Member Qualifications; EEAEA Bus Driver Requirements, Training, and Responsibilities; IJJ Textbook / Supplementary Materials Selection and Adoption; IKE-RB Promotion and Retention of Students; JFAA Admission of Resident Students; and JFABC Admission of Transfer Students
- 8. Approval of resignations, nonrenewals, appointments, retirements, releases of contract, leaves of absence, qualified evaluators, substitutes:

**RESIGNATIONS/TERMINATIONS** 

**ADMINISTRATION** 

**CERTIFIED** 

Hatch, Dawn FHS Sensory Communication/Nurse 8/20/2017
Trainor, Kris Districtwide Teacher of the Hearing Impaired 8/7/2017

LICENSED PROFESSIONAL

**CLASSIFIED** 

Ashcroft, Theresa DeMiguel General/Kindergarten Aide 8/24/2017 Benally, Darrien CHS Band Instructional Aide 8/29/2017

Castro, Nicolas FHS/TIA Paraprofessional 6/2/2017

Goldberg, Danielle FHS Instructional Aide (Eagles Crest) 8/30/2017 Kies, Gretchen Sinagua MS Instructional Aide (Little Ropers) 8/25/2017

Lawler, Britney Cromer FACTS Team Leader 9/5/2017 Moss, Claudia Marshall SPED Paraprofessional 9/8/2017

Winski, Cathryn Thomas FACTS Team Leader 9/12/2017

Wofford, Justina TransportationBus Driver 8/21/2017

**OTHER** 

**APPOINTMENTS** 

\*Salaries noted for some new hires are based on current verified information at time of preparation of this agenda. Salaries may be subject to change, as more information is received/verified by Human Resources

#### **ADMINISTRATION**

**CERTIFIED** 

Hauer, Denise Marshall Program Specialist 1.0 \$31,683 8/28/2017 Wong, Selina Summit HS School Counselor 1.0 \$34,252 9/5/2017 LICENSED PROFESSIONAL

**CLASSIFIED** 

Amante, Jessica Knoles FACTS Caregiver \$10.50 19 9/5/2017 Barnhart, Andrea DeMiguel Kindergarten Aide \$11.11 18.75 8/21/2017

Beecroft, Laura DeMiguel Kindergarten & General Aide \$10.83 18.75 8/23/2017

Clark, Susan Business/Support Payroll Clerk \$16.57 40 9/25/2017

Clayton, Staci Sechrist SPED Parapro \$11.81 9.25 8/21/2017 Chacon, Jesus Knoles FACTS Caregiver \$10.50 18 8/28/2017

Del Valle, Maria Puente De Hozho Bilingual Immersion Assistant \$11.81 32 8/16/2017

Garcia, Lorraine FHS/Eagles Crest Instructional Assist.\$11.62 9 9/5/2017
Giacomelli, Crystal Sinagua MS Little Ropers Assist. \$11.36 27.5 8/22/2017
Gragnano, Joseph Cromer FACTS Caregiver \$10.50 15 8/28/2017

Guerrero, Joel Killip Home School Coordinator \$15.10 29.5 8/28/2017

Hester, Jackson CHS TSW Pgm. Secretary \$13.98 37.5 8/21/2017 Howe, Erin Sinagua MS Little Ropers Assist. \$11.36 27.5 8/22/2017

Keegan, Colleen Cromer Kinder Assist. \$10.83 20.5 8/29/2017 Lindseth, Kandice Sechrist SPED Parapro \$11.81 30.75 9/5/2017

Lom, Rosa Sinagua MS Little Roper Assist. \$11.11 20 8/30/2017 McCarthy, Madeline Marshall SPED Parapro \$11.30 9 8/17/2017

McGowen, Kaley DeMiguel FACTS Caregiver \$10.50 18 8/29/2017

Marandola, Phillip Markham, Macey Mazza, Natividad Norton, Mary Patten, Teena Pressley, Liliana Schaffer, Trystin Schraan, Rachel Strobel, Erica STUDENT WORKERS CAMP COLTON	Sinagua MS Sechrist Sinagua MS Thomas Thomas FHS Cromer SMS Thomas	SPED P SPED P Instruction Instruction Eagles FACTS SPED P	Parapro Parapro Etional A Etional A Crest A Team Lo Parapro	\$11.30 \$11.30 side side ssistant eader \$11.30	27.75 31.75 \$10.83 \$10.83 \$11.36 \$13.95 31.75	27 27.5	17 017 9/7/20 8/28/2 8/28/2 8/24/2 017	017 017
Bundy, Nicole Ly, Michelle	Environmenta Environmenta	ıl Educa <sup>.</sup>	tion Inst	tructor	\$97/9	hour shi	ft	8/28/2017 9/5/2017
Smith, Sarah E. ENRICHMENT SKILLS		ıl Educa	tion Ins	tructor	\$97/9 I	nour shi	ft	9/6/2017
RETURNING RETIREE		ONS)						
TEMPORARY ASSIGN	MENT							
VOLUNTEERS NAME LOCATION	TITLE							
Benford, Andrew	CHS		Country	/Track				
Camou, Astrid	CHS		rogram					
DelGiorgio, Joe Garrison, Michael	FHS Thomas	Golf Te	obotics					
Mortensen, Heidi	DeMiguel	PBIS	Obotics					
Tuck, James Allen	Sechrist	School						
Vevellen, Margaret	Kinsey Classro			d				
Waltner, Joe Witherspoon, Angela	MEMS/Puent		wide Basketba	all Progr	am			
Whipple, Lee	CHS	Chess			<b></b>			
COACH/SPORTS OFF					0/20/2	047		
Calahan, Adam Gamble, Connor	CHS FHS		Event V It Event			017 8/21/2	017	
EXTRA DUTY ASSIGN		Studen	it LVCIIt	VVOIRC	•	0/21/2	017	
The following individ				h the Di	strict ar	nd are b	eing as	signed to an
extra duty and will re				Villin	Allyon	•	¢2 E00	
Komada, Tom Harmon, John	STEM Prograr Bike Club	Summi		Killip Spring	All year		\$2,500	
Harmon, John	Bike Club	Summi		Fall	\$500			
Shupak, Carole	Dept. Chair-SI		SMS	All Yea		\$900		
Jones, Holly	Dept. Chair-Pl		All yea All Yea		\$700			
Villegas, Veronica Nelson, Erin	Dept. Chair-SS Dept. Chair-M		SMS	All Yea	\$900 r	\$1,100		
Stahl, Sara	Dept. Chair-Ei	nglish	SMS	All Yea		\$700		
Morgan, Heather	Dept. Chair-E		SMS	All Yea		\$700		
Jenkins, Carrie Colvard, Carrie	Dept. Chair- S Combo Music		SMS All Yea	All Yea	r \$2,500	\$1,300		
Colvard, Randy	Combo Music		All Yea		\$2,500			
Nelson, Erin	Student Coun		SMS	All Yea	r	\$500		
Morgan, Heather	Student Coun Yearbook	cil SMS	SMS All Yea	All Yea		\$500		
Worssam, Jillian Wertz, Kathryn	NJHS Advisor		All Yea		\$2,000 \$600			
Osborne, Erin	NJHS Advisor	SMS	All Yea	r	\$400			
Cheney, Bill	Chess Coach	SMS	All Yea		\$2,200			
Ragan, Tad Naleski, Sarah	TOA SMS Volleyball	All Yea MFMS	r 1st Tea	\$12,50 ım	υ \$625			
Naleski, Sarah	Volleyball		2nd Te		\$625			

Taylor, Bryan Baldner-Hathaway, T Griffith, Jonathan Hagerman, Criselle Lessley, Ursula Baker, Jeanette	Soccer MEMS Volleyball Volleyball	Country	\$625 Fall Fall	\$625 \$600 \$600	\$625		
McKay, Tim	MS Band	MEMS			\$1,800	)	
Good, Jeff	MS Orchestra				\$1,400		
Good, Jeff	MS Choir	MEMS	All Yea	ır	\$1,400	)	
Frechette, Alexa	NJHS Advisor	MEMS	All Yea	ır	\$800		
Patton, Lynn	Student Counc			All Yea		\$1,050	
Kearns, Robert	Student Counc			All Yea		\$1,050	1
Dehaven, Christine	Yearbook		All Yea		\$1,400		
Abrams, Lauar	Dept. Chair-CT			All Yea		\$900	
Petersen, Hesper	Dept. Chair-M			All Yea		\$1,000	İ
Penny, Donald	Dept. Chair-PE				\$700	4	
Sawasky, John	Dept. Chair-Sc					\$450	
Hull, Chris	Dept. Chair-Sc					\$450	
Collis, Robert	Dept. Chair-SP			All Yea		\$900	
Irby, Lee	Dept. Chair-SS				\$800	ć4 000	
Persinger, Joey	Dept. Chair-En					\$1,000	ļ
Slaughter, Cara		All Yea	r	\$12,50	)()		
Locke, Brian	CTE-	N 4 = a la .	-11	A II - V = .		Ć4 FF0	
Cheney, William	Chess Club	Marsh		All Yea		\$1,550	
Bacon, Phillip	Photojournalis Science Lab/F	sm occ	Marsh		All Yea		\$1,550
MacDonald, Erin	Science Lab/F	722	Marsh		All Yea		\$800
Schwerzel, Andrew	Band Sponsor		All Yea		\$2,000		
Schwerzel, Andrew	Orchestra Spo		CHS	All Yea		\$1,400	
Sorden, Diane	CAVIAT Cours		FHS	Summ		\$2,500	
Lyons, Donna	CAVIAT Couns		CHS	Summ		\$2,500	ļ
Pennington, Jeremy	Football, Varsi			Fall	\$1,600		
Askew, Mitchell	Football, Varsi			Fall	\$1,600		
Wilson, Cassie	Volleyball, Fre			FHS Fall	Fall	\$1,600	J
Lopez, Leonard SUBSTITUTES	Softball, Fresh	пеац	гпэ	rdII	\$3,300	,	
SUSTITUTES SUSTITUTE TEACHERS	ς						
JOSHI OIL ILACILIN							

Trevor Baldner-Hathaway; Zachary Carson; Nihal Sarikaya; Elaine Jim; Sherri Dustin; Gail Lagano; Amelia Blake; Michelle Wolfe Vail; Sarah Smith; Rabecca Lausch; Anne McCabe

Eva Hanson; Glenn Best; Johanna Garneau; Kyrsten Conklin; Matthew Coate; Dakota Collins; Merlissa Gorman; Abigail Kahler

**SUB-NURSES** 

Evan Garvey; Sara Shafer; Robin Clark

SUB-CAREGIVERS Lynette Bybee **RETIREMENTS** 

The following staff are requesting to retire from the District.

**ADMINISTRATION** 

**CERTIFIED** 

LICENSED PROFESSIONAL

CLASSIFIED

Lyons, Marc Facility Services Electrician II 8/10/2017

**OTHER** 

**RELEASE OF CONTRACT** 

The following staff are requesting a Leave of Absence from the District

**ADMINISTRATION** 

7 September 12, 2017

CERTIFIED
LICENSED PROFESSIONAL
CLASSIFIED
LEAVE OF ABSENCE
ADMINISTRATION
CERTIFIED
Bressler, Jannette Sechrist
LICENSED PROFESSIONAL
CLASSIFIED
OTHER

2nd Grade Teacher 7/1/2017

### **STUDENT TRAVEL**

**QUALIFIED EVALUATORS** 

- 1. Coconino High School Cross Country Team to the Woodbridge Invitational Cross County Classic September 14-16, 2017 in Corona, California
- 2. Coconino High School CocoNuts Team to the NexGen Academy ABQ FTC Tournament January 20, 2018 in Albuquerque, New Mexico

#### **PRESENTATIONS**

- 1. <u>Search and Rescue</u> This will be a presentation regarding expansion of the Coconino County Sheriff's Office Search and Rescue Hug a Tree Curriculum. (K. Eberhard)
- 2. <u>Superintendent's Report</u> (M. Penca)
  - a. Student Enrollment and Staffing Adjustments
  - b. Current Events
- 3. FUSD Highlights (K. Eberhard)
  - a. Current Events
- 4. Curriculum and Instruction Report (M. Walton)
  - a. Puente International Baccalaureate Initiative
  - b. Current Events
- 5. Finance and Budget Report (S. Walmer)
  - a. Monthly Reports on Maintenance and Operations, 301 Funds, District Additional Assistance/Capital Outlay Accounts
- 6. Operations and Support Services Report (B. Kuhn)
  - a. Transportation Climb to Conquer Cancer Recognition
  - b. Easement at DeMiguel Elementary School
  - c. Flagstaff High School Welding Lab Remodel Project
- 7. <u>Human Resources Report</u> (D. Anderson)
  - a. Schedule of Presentations to the Board
  - b. Current Events

- 8. Governing Board Members' Report
  - Current Events

#### **DISCUSSION/ACTION ITEMS**

- 1. <u>Student Representation</u> Discussion and possible action regarding a process for students to voice their concerns, opinions and solutions to the Governing Board. (C. Fredericks)
- 2. <u>NARBHA Institute Grant</u> Discussion and possible action regarding a grant from Northern Arizona Regional Behavioral Health Authority (NARBHA) Institute for Integrating Behavioral Health Partnerships staff trainings. (M. Penca)
- 3. <u>Food Program Procurement Plan</u> Discussion and possible action regarding adoption of the Child and Adult Care Food Program Procurement Plan. (M. Walton)
- 4. <u>ASBA County Meeting</u> Discussion and possible action regarding Board and Administration attendance at the Arizona School Boards Association Coconino County Meeting on Wednesday, October 25, 2017 in Tuba City, Arizona. (M. Penca)
- 5. <u>Flagstaff Middle School Roof</u> Discussion and possible action regarding repairs to the main building roof and replacement of the gym roof at Flagstaff Middle School. (B. Kuhn)
- 6. <u>Policy Revision JFB</u> Discussion and possible action regarding the second reading of revisions to Policy JFB Open Enrollment as revised. (M. Walton)
- 7. <u>Meeting Dates</u> The Board may approve additional meeting dates, may reschedule and/or cancel previously scheduled meetings. (C. Fredericks)

#### **INFORMATION ITEMS**

1. <u>Future Agenda Items</u> – The Governing Board may identify items they would like placed on a future agenda.

#### **EXECUTIVE SESSION**

1. 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.

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 OF PUBLIC MEETING**

<sup>\*</sup>Instructions Regarding Confidentiality:

# Preliminary

# Worksession

### Association Agreements at the AZ Supreme Court

### Background:

All of the excerpts below were lifted directly from the 2016 AZ Supreme Court ruling, *Cheatham v. DiCiccio*, which revolved around the City of Phoenix and an Agreement (referred to below as an MOU or Memorandum of Understanding) that the City had signed with their police union (PLEA). Notably, the ruling in favor of PLEA and their Agreement with the City found that it was legal despite the fact that the City was directly paying six elected PLEA officers to do union work during their full-time release contracts (i.e., those six officers were accountable only to the union during their entire workday). The Supreme Court found that this did not violate the Gift Clause of the AZ Constitution despite the fact that PLEA benefited from the arrangement. Instead, the Court ruled that publicly elected officials (e.g., school board members) have wide latitude in determining what serves a public purpose, and as long as the terms of the contract are clearly spelled out so that each side benefits in specific ways, the courts must give deference to the wisdom of those whom the people have duly elected.

The *Cheatham* case also upheld an earlier ruling, *Wistuber v. Paradise Valley Unified School* (1984), that found that the P.V. District was well within its rights to sign an Agreement with its teachers association giving their president release time in exchange for performing various duties similar to the ones the Flagstaff Education Association is proposing. The crucial difference is that FEA is not even asking for any payment or subsidy—only the ability to effectively serve our teachers and the District, to the benefit of all.

### **Excerpts:**

The Gift Clause of Arizona's Constitution bars cities and other public entities from "mak[ing] any donation or grant, by subsidy or otherwise, to any individual, association, or corporation." ... We hold that the release time provisions at issue here do not violate the Gift Clause (p. 3).

The clause has two primary purposes – preventing the "depletion of the public treasury or inflation of public debt by engagement in non-public enterprise" and protecting public funds against use for "the purely private or personal interest of any individual" (p. 5).

A two-prong test determines whether a challenged government expenditure violates the Gift Clause. . . The expenditure will be upheld if (1) it has a public purpose, and (2) the consideration received by the government is not "grossly disproportionate" to the amounts paid to the private entity. In evaluating Gift Clause challenges . . . "courts must not be overly technical and must give appropriate deference to the findings of the governmental body" (p. 5-6).

Consideration is a "performance or return promise" that is bargained for in exchange for the other party's promise (p. 12).

In applying the "consideration" prong of the Gift Clause, just as in assessing "public purpose," courts must give due deference to the decisions of elected officials. "The Gift Clause is violated when [the] consideration, compared to the expenditure, is 'so inequitable and unreasonable that it amounts to an abuse of discretion'" (p. 13).

The pertinent issue for a Gift Clause analysis is not whether a particular expenditure is the only way to achieve a public purpose, but instead whether a comprehensive examination of the agreement reveals that the expenditure is grossly disproportionate to the benefit the public receives (p. 13).

In [the *Wistuber*] case, this Court upheld a provision in a school district's collective bargaining agreement providing release time for a teacher who was the president of the teacher's association. The contract provisions specified how the teacher would spend her release time. In rejecting a Gift Clause challenge, *Wistuber* noted that "the duties imposed upon [the association's president] are substantial, and the relatively modest sums required to be paid by the District [were] not so disproportionate as to invoke the constitutional prohibition" (p. 14).

Our opinion [in *Turken*] clarified that indirect benefits, when "not bargained for as part of the contracting party's promised performance," do not satisfy the "consideration" prong of the Gift Clause analysis (p. 16).

Taxpayers challenged three provisions that authorized six full-time [Professional Law Enforcement Association, or PLEA] officers to each receive full pay, benefits, and 160 hours of overtime per year and allocated to other officers a bank of 1,583 release time hours per year for "legitimate [a]ssociation business," including preparing for negotiations with the City (p. 4).

The [Phoenix] City Code's Meet and Confer Ordinance recognizes the right of public employees to representation by an employee organization of their choosing and "to meet and confer through an authorized employee organization with their public employer" (p. 6).

Federal courts have recognized that employer payments for time spent by employees during working hours on certain union activities, such as handling grievances or negotiating with the employer, are a mandatory subject of collective bargaining because such payments relate to the employees' "wages, hours, and other terms and conditions of employment" (p. 8).

The lower courts, and Taxpayers, erroneously characterized the \$1.7 million value of the release time merely as a "payment to PLEA" which must be assessed relative to what the MOU "obligated PLEA to provide the City in return." To be sure, PLEA benefits from the City's agreement to pay officers for time (some full-time) spent on behalf of PLEA. But the release time provisions must be assessed in light of the entire MOU, including the obligations imposed . . . on PLEA (p. 9).

Taxpayers argue that the release time provisions do not serve a public purpose because they "foster or promote the purely private or personal interests" of PLEA (p. 9).

"[W]e have repeatedly emphasized that the primary determination of whether a specific purpose constitutes a 'public purpose' is assigned to the political branches of government, which are directly accountable to the public." For Gift Clause purposes, a public purpose is lacking "only in those rare cases in which the governmental body's discretion has been unquestionably abused" (p. 9-10).

[T]he City benefits from more efficient negotiations because it collectively negotiates with PLEA, rather than with individual employees (p. 10).

[I]t is well established that labor unions . . . generally work to advance the employment interests of represented employees. Contrary to the dissent's contention, a public purpose may be served by PLEA's representational activities to the extent they promote improved labor relations and employment conditions (p. 11).

#### **AGREEMENT**

This Agreement ("Agreement") is dated as of \_\_\_\_\_\_\_ ("Effective Date") by and between the <u>Flagstaff Unified School District</u> with principal offices at 3285 East Sparrow Avenue, Flagstaff, AZ 86004 ("FUSD" or "District") and the <u>Flagstaff Education Association</u>, an employee organization comprised of FUSD professional staff members ("FEA" or "Association"). Together, FUSD and FEA are the "parties."

WHEREAS: FEA and FUSD have shared goals of improving comprehensive student opportunities and services; of recruiting and retaining highly qualified, motivated, and excelling staff; and of increasing public engagement and support for FUSD;

WHEREAS, FEA donates money to FUSD to fund the Certified Employee Liaison position to benefit the district in furtherance of these goals; donates considerable time of its elected leadership for same; and has access to considerable resources that directly benefit FUSD, including legal and policy services, legislative updates, and budgetary information; and

WHEREAS, the Governing Board may, according to ARS 15-1105, permit the uncompensated use of school facilities and district property by any organization "whose activities promote the educational function of the school district";

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

<u>General Provisions:</u> Nothing in this Agreement shall be construed to restrict the legal rights of the FUSD Board or any FUSD employee. Consistent with Arizona state law, nothing in the Agreement shall require an employee to become or to remain a member of the Association, nor will any employee suffer reprisal for their membership or non-membership with the Association. Further, nothing in this Agreement will be interpreted or construed in a manner that violates existing law.

#### 1. Definitions:

- a. "Administrator" shall mean superintendent, assistant superintendent, principal, assistant principal, teacher on assignment, and/or such other personnel employed by the Board in the evaluation or discipline of professional staff.
- b. "Governing Board" shall mean the Governing Board of the Flagstaff Unified School District.
- c. "Professional Staff" shall mean all District employees defined in FUSD Policy H and accompanying regulations as those belonging to the certified representation group within FUSD Negotiations.
- d. "Superintendent" shall mean the chief executive agent employed by the Board: the Superintendent of the Flagstaff Unified School District.

#### 2. FEA Services and Obligations:

- a. FEA will gather information from a variety of FUSD stakeholders, including administrators and Board members, on areas of concern to professional staff.
- b. The FEA President or designee will make regular visitations to schools within the District to assess issues of employee concern and to communicate relevant information affecting professional staff.
- c. FEA will communicate with professional staff, administrators, and community members to contribute towards positive working relationships; FEA will inform professional staff, administrators, and Board members of potential problems in the District and work with District Administration to resolve those problems.
- d. The FEA President or designee will regularly attend the following meetings, committees/etc. to benefit the district by providing the input of certified staff:
  - i. the Voice Committee, Negotiations Committee, Professional Growth Committee,
  - ii. And any other regular meetings with the Superintendent or Director of Human Resources as necessary and requested to resolve any issues of staff concern.
  - iii. In addition to the above, FEA will appoint or assist in appointing professional staff to serve on additional District committees affecting professional staff.
- e. The FEA President or designee will attend FUSD Governing Board meetings to increase staff understanding of Board goals and actions, and to act as a spokesperson for certified staff as needed.
- f. FEA will assist teachers and administrators in their awareness of and compliance with FUSD policies and procedures.
- g. FEA will consult with and, to the extent possible, represent professional staff in the event of a grievance, complaint, letter of direction, denied transfer request, Districtinitiated transfer, or disciplinary hearing, in order to help ensure that policy and due process are followed.
- As needed, FEA will share with FUSD relevant documents prepared by the Association, or its state or national affiliates, that describe modifications to Arizona law or to District funding; or that provide information regarding Arizona bills affecting state or District education policies or practices.

i. The FEA President will meet and confer with the FUSD Superintendent on a twice monthly basis throughout the school year on matters of district and employee concern. Any scheduling conflicts will be resolved in a cooperative manner.

#### 3. FUSD Services and Obligations:

- a. FUSD will allow FEA to use FUSD facilities, provided that such use does not interfere with or interrupt normal school operations or activities. If a facility needs to be reserved, FEA will schedule such use with an appropriate administrator, and will leave all facilities in a clean and orderly manner.
- b. FUSD will make at least one bulletin board available in the employee lounge(s) and/or work room(s) of each school site, for the posting of FEA notices and materials. FEA assumes responsibility for the material and content of such communications as it authorizes to be posted.
- c. FUSD will authorize FEA to distribute materials through staff mailboxes in the schools, as well as via FUSD work email. All such materials and communications will be professional and non-derogatory in nature.
- d. FUSD will schedule an "FEA Update" as a standing item on site level faculty meeting agendas to allow FEA to fulfill its obligation to solicit and communicate information on issues of concern to professional staff.
- e. FUSD will provide FEA, either electronically or via printed copies, all non-confidential documents, data, and/or information provided to Governing Board members, at any Governing Board meeting subject to open meeting law, at the time the materials are shared with the Governing Board.
- f. FUSD will jointly plan the new employee orientation each year with FEA to best introduce the new faculty to FUSD policies and practice. FUSD will allocate a minimum of one hour during the new employee orientation to FEA.
- g. FUSD will allow FEA to address the entire District faculty briefly during the regularly scheduled agenda of the opening-of-school assembly.
- h. To the greatest extent possible, FUSD administrators will refrain from scheduling school activities from 4:00 p.m. to 6:00 p.m. on the third Wednesday of each calendar month, in order to avoid a conflict with FEA's scheduled meeting(s).
- i. The FUSD Superintendent will meet and confer with the FEA President on a twice monthly basis throughout the school year on matters of district and employee concern. Any scheduling conflicts will be resolved in a cooperative manner.

#### 4. Association Grievances

- a. If, in the judgment of the Association, a grievance (as defined by District policy GBK) affects a group or class of certified employees, the Association may submit such grievance in writing directly to the Superintendent and the processing of such grievance shall be commenced at Level Two (see GBK).
- b. In matters dealing with alleged violations of this Agreement, the grievance shall be initiated by the Association at Level Two.

#### 5. Association Representation

- a. By September 15<sup>th</sup> of any school year falling under the term of the Agreement, members of the Certified Representation Group, or RG (as defined by District regulation H-RA), may present petitions signed by at least 30% of the RG, indicating the desire for certification or decertification of Association representation. Once the petition requirements are verified by FUSD Human Resources, an election will be held within the RG, in which the majority vote will prevail.
- b. In the event of a successful certification vote, the Association will appoint all Certified RG staff who will serve on the FUSD Negotiations Committee. Additionally, FEA will appoint the Certified RG member who will serve as the Certified Employee Liaison.
- c. In the event of a successful decertification vote, the Certified Negotiations team and the Certified Employee Liaison position will be filled according to the election procedures outlined in District regulation H-RA.

#### 6. TERM AND TERMINATION

- a. **Entire Agreement; Construction.** This Agreement shall constitute the full and complete commitment between both Parties and shall supersede and cancel all previous communications, negotiations, or agreements, whether written or oral.
- b. **Effective Date and Duration.** The initial Term of this Agreement (the "Initial Term") shall commence on the Effective Date and shall continue for a period of one (1) year unless earlier terminated in accordance with Arizona law. The Agreement may be extended for additional one-year terms upon approval by both parties.

#### 7. MISCELLANEOUS

a. **Governing Law.** Any action related to this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Any party bringing a legal action or proceeding against the other arising out of or relating to this

Agreement shall bring the legal action or proceeding in federal or Arizona state courts, as applicable.

- b. **Severability.** In the event that any provision of this Agreement is held to be contrary to law, the provision shall be interpreted so as best to accomplish the objectives of the original portion to the fullest extent permitted by law, and the remaining provisions shall remain in full force and effect.
- c. **Modification.** This Agreement may be altered, changed, added to, deleted from, or modified during its term only through the voluntary, mutual consent of the Parties in a written and signed amendment to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this <u>Agreement</u> to be executed as of the Effective Date.

Flagstaff Education Association	Flagstaff Unified School District				
Derek Born, FEA President	Christine Fredericks, Board President				

#### **IN THE**

### SUPREME COURT OF THE STATE OF ARIZONA

WILLIAM R. CHEATHAM AND MARCUS HUEY, Plaintiffs/Appellees,

v.

SAL DICICCIO IN HIS OFFICIAL CAPACITY AS A MEMBER OF THE PHOENIX CITY COUNCIL; CITY OF PHOENIX; PHOENIX LAW ENFORCEMENT ASSOCIATION,

Defendants/Appellants,

THOMAS COX; VICTOR ESCOTO; RICHARD V. HARTSON; VIVIAN REQUE; AND DAVID K. WILSON,

Intervenors/Appellants.

WILLIAM R. CHEATHAM AND MARCUS HUEY, Plaintiffs/Appellees,

v.

PHOENIX LAW ENFORCEMENT ASSOCIATION,

De fendant/Appellant.

No. CV-15-0287-PR Filed September 13, 2016

Appeal from the Superior Court in Maricopa County
The Honorable Katherine M. Cooper, Judge
No. CV2011-021634
REVERSED

Opinion of the Court of Appeals, Division One 238 Ariz. 69, 356 P.3d 814 (App. 2015)

VACATED

COUNSEL:

Jonathan Riches (argued), Scharf-Norton Center for Constitutional

Litigation at the Goldwater Institute, Phoenix, Attorneys for William R. Cheatham and Marcus Huey

Brad Holm, Phoenix City Attorney, Phoenix; and John Alan Doran, Lori Wright Keffer, Matthew A. Hesketh, Sherman & Howard L.L.C., Phoenix, Attorneys for Sal DiCiccio and City of Phoenix

Michael Napier (argued), Cassidy L. Bacon, Napier, Coury & Baillie, P.C., Phoenix, Attorneys for Phoenix Law Enforcement Association

Barbara LaWall, Pima County Attorney, Regina L. Nassen, Deputy County Attorney, Tucson, Attorneys for Amicus Curiae Pima County

David L. Abney, Knapp & Roberts, P.C., Scottsdale, Attorneys for Amicus Curiae PORAC Legal Defense Fund

Larry H. James, Crabbe, Brown & James, LLP, Columbus, OH; and Robert E. Yen, Yen Pilch & Landeen, P.C., Phoenix, Attorneys for Amicus Curiae National Fraternal Order of Police

James S. Burling, Pacific Legal Foundation, Sacramento, CA, Attorneys for Amicus Curiae Pacific Legal Foundation

Roopali H. Desai, Shelley Tolman, Coppersmith Brockelman PLC, Phoenix, Attorneys for Amici Curiae United Phoenix Firefighters Association, Local 493, Professional Fire Fighters of Arizona, and International Association of Fire Fighters

Gerald Barrett, Ward, Keenan & Barrett, P.C., Phoenix, Attorneys for Amicus Curiae National Association of Police Organizations

Susan Martin, Jennifer Kroll, Martin & Bonnett, PLLC, Phoenix; Nicholas J. Enoch, Lubin & Enoch, P.C., Phoenix, Attorneys for Amici Curiae American Federation of State, County and Municipal Employees, Locals 2384 and 2960

CHIEF JUSTICE BALES authored the opinion of the Court, in which VICE CHIEF JUSTICE PELANDER and JUDGE HOWARD\* joined, and JUSTICES BRUTINEL and TIMMER dissented.

CHIEF JUSTICE BALES, opinion of the Court:

The Gift Clause of Arizona's Constitution bars cities and other public entities from "mak[ing] any donation or grant, by subsidy or otherwise, to any individual, association, or corporation." Ariz. Const. art. 9, § 7. For decades, the City of Phoenix has contracted in collective bargaining agreements with police officers to allow "release time," that is, to pay officers for certain time spent on behalf of their authorized representative (a police union) rather than regular police duties. We hold that the release time provisions at issue here do not violate the Gift Clause.

I.

Police officers employed by the City of Phoenix ("the City") Relevant here is Unit 4, which comprises are divided into units. approximately 2,500 officers, of whom nearly ninety percent are members of the Phoenix Law Enforcement Association ("PLEA"). PLEA is an employee organization or, more colloquially, a police union. Pursuant to the Phoenix City Code, PLEA is the recognized representative for the Unit 4 officers and, every other year, it negotiates with the City the terms of employment for those officers, whether PLEA members or not. See Phx. City Code Art. XVII § 2-209. The agreed upon terms are embodied in a collective bargaining agreement called a Memorandum of Understanding ("MOU"), which governs the officers' wages, hours, and general employment conditions. Since 1977, every MOU has included provisions for release time, that is, times when officers will be excused from usual police duties, but are still paid by the City, while they perform PLEA activities and conduct PLEA business.

¶3 This litigation began in 2011, when William R. Cheatham and Marcus Huey (collectively "Taxpayers") sued the City, alleging that four

3

<sup>\*</sup> Justice Clint Bolick has recused himself from this case. Pursuant to article 6, section 3, of the Arizona Constitution, the Honorable Joseph W. Howard, Judge of the Arizona Court of Appeals, Division Two, was designated to sit in this matter.

release time provisions in the 2010–2012 MOU violated the Gift Clause. Taxpayers challenged three provisions that authorized six full-time officers to each receive full pay, benefits, and 160 hours of overtime per year and allocated to other officers a bank of 1,583 release time hours per year for "legitimate [a]ssociation business," including preparing for negotiations with the City. 2010-2012 MOU § 1-3(G), (I), (Q). The fourth challenged category allotted a total of fifteen days of paid leave per year for officers to attend PLEA seminars, lectures, and conventions. *Id.* § 1-3(K). In June 2012, the trial court granted a preliminary injunction after concluding that at least some of the challenged provisions violated the Gift Clause.

- $\P 4$ Shortly thereafter, the 2010–2012 MOU was superseded by the 2012-2014 MOU, which contained similar release time provisions. Under the new MOU, the six full-time officers, instead of each receiving 160 hours of overtime, could draw on a bank of 960 hours of overtime for time spent serving on city committees or task forces and the general bank of release time was increased to 1,859 hours. 2012-2014 MOU § 1-3(B)(3), (Q). The 2012-2014 MOU also allowed PLEA to designate up to forty-two representatives who, without losing pay or benefits, and subject to normal departmental scheduling and assignment, could attend grievance meetings and other specified meetings and hearings, when the Unit 4 officer involved in the proceeding designates PLEA as his or her representative. Id. § 1-3(B)(2)(a). Time spent by these representatives for purposes other than attending the identified hearings or meetings, such as gathering information or otherwise preparing, would be charged against the bank of release time. *Id.* § 1-3(B). Finally, PLEA was allowed to appoint a legislative representative who would receive 500 hours of release time, provided the officer "has agreed to work with and assist the [C]ity's legislative lobbyist." *Id.* § 1-3(C).
- Taxpayers amended their complaint to challenge the 2012–2014 provisions. The trial court preliminarily enjoined the provisions and, after a bench trial, later issued a permanent injunction, ruling that the provisions violate the Gift Clause because they lack a public purpose and are not supported by adequate consideration. Additionally, the trial court permanently enjoined the City and PLEA from entering into future MOUs with release time provisions absent certain conditions.
- ¶6 The City and PLEA appealed. Without deciding whether the release time provisions serve a public purpose, the court of appeals held

4

that they are not supported by adequate consideration, inasmuch as the MOU does "not obligate PLEA to perform any specific duty or give anything in return for the release time." *Cheatham v. Diccicio*, 238 Ariz. 69, 74-75 ¶¶ 16, 20, 356 P.3d 814, 819-20 (App. 2015). The court of appeals affirmed the trial court's order "to the extent that it enjoins the 2012–2014 MOU release time provisions and that it enjoins the City and PLEA from entering into future MOUs or agreements with release time, unless they imposed upon PLEA binding obligations." *Id.* at 76 ¶ 27, 356 P.3d at 821.

We granted review because whether the Gift Clause bars release time provisions in collective bargaining agreements for public employees is a legal issue of statewide importance. We have jurisdiction pursuant to article 6, section 5(3), of the Arizona Constitution and A.R.S. § 12-120.24.

II.

#### A.

- ¶8 We review a trial court's grant of an injunction for an abuse of discretion, *Valley Med. Specialists v. Farber*, 194 Ariz. 363, 366 ¶ 9, 982 P.2d 1277, 1280 (1999), and the interpretation and application of constitutional provisions de novo. *Ross v. Bennett*, 228 Ariz. 174, 176 ¶ 6, 265 P.3d 356, 358 (2011).
- The Gift Clause provides: "Neither the state, nor any county, city, town, municipality, or other subdivision of the state shall ever give or loan its credit in the aid of, or make any donation or grant, by subsidy or otherwise, to any individual, association, or corporation." Ariz. Const. art. 9, § 7. The clause has two primary purposes preventing the "depletion of the public treasury or inflation of public debt by engagement in non-public enterprise" and protecting public funds against use for "the purely private or personal interest of any individual." *Kromko v. Ariz. Bd. of Regents*, 149 Ariz. 319, 320–21, 718 P.2d 478, 479–80 (1986) (internal quotations, emphasis, and citations omitted); *Wistuber v. Paradise Valley Unified Sch. Dist.*, 141 Ariz. 346, 349, 687 P.2d 354, 357 (1984) ("The constitutional prohibition was intended to prevent governmental bodies from depleting the public treasury by giving advantages to special interests[.]").
- ¶10 A two-prong test determines whether a challenged government expenditure violates the Gift Clause. *See Turken v. Gordon*, 223

Ariz. 342, 348 ¶ 22, 224 P.3d 158, 164 (2010); Wistuber, 141 Ariz. at 349, 687 P.2d at 357. The expenditure will be upheld if (1) it has a public purpose, and (2) the consideration received by the government is not "grossly disproportionate" to the amounts paid to the private entity. *Turken*, 223 Ariz. at 345, 348 ¶¶ 7, 22, 224 P.3d at 161, 164. In evaluating Gift Clause challenges, "[a] panoptic view of the facts of each transaction is required," and "courts must not be overly technical and must give appropriate deference to the findings of the governmental body." Wistuber, 141 Ariz. at 349, 687 P.2d at 357.

В.

¶11 Our analysis begins by recognizing that the challenged release time provisions are part of the MOU, a collective bargaining agreement between the City, PLEA as the authorized representative of the Unit 4 officers, and the officers who are subject to the MOU. The MOU in turn must be understood in light of the governing provisions of the Phoenix City Code.

The City Code's Meet and Confer Ordinance recognizes the right of public employees to representation by an employee organization of their choosing and "to meet and confer through an authorized employee organization with their public employer" when negotiating employment terms such as wages or hours. Phx. City Code Art. XVII §§ 2-214(B), 2-210(11). The "authorized representative" – here, PLEA – is formally recognized by the City as representing a majority of the employees of the appropriate unit – here, Unit 4 – and "is authorized to participate in the meet and confer process on behalf of the appropriate unit for the purpose of meeting and conferring on wages, hours, and working conditions." *Id.* § 2-210(2). The Code also requires PLEA, as the employees' representative, to engage in discussions with the City "to resolve grievances and disputes relating to wages, hours, and working conditions." *Id.* § 2-209.

¶13 All agreements arrived at by the City and the employees' authorized representative are recorded in an MOU and presented to the City Council and the employee members of the authorized organization for approval. *Id.* § 2-210(12). Thus, a finalized MOU is an agreement that binds the City as the employer, the authorized representative for the employees, and the employees themselves.

 $\P 14$ Under the MOU for Unit 4, release time is a component of the overall compensation package negotiated between the City and PLEA on behalf of the police officers. Before negotiating the specific terms of the 2012–2014 package, the City allocated \$660 million for the total compensation of Unit 4 officers. The parties then negotiated the allocation of that amount for various purposes (e.g., hourly compensation, overtime, and paid leave time). In lieu of increased hourly compensation or other benefits, PLEA negotiated for release time provisions worth about \$1.7 million over a two-year period, or \$322 annually per unit member. One of the City's negotiators testified, without contradiction, that if the City had not agreed to pay for release time, the corresponding amounts would have otherwise been part of the total compensation available. The MOU itself acknowledges that "[t]he cost to the City for these release positions, including all benefits, has been charged as part of the total compensation contained in this agreement in lieu of wages and benefits." 2012-2014 MOU § 1-3(B). Interpreting the MOU is a legal question, and our conclusion that release time is part of the negotiated total compensation package is not affected by the trial court's observing that officers could not simply divide total compensation however they wished or that the MOU does not discuss release time under "Compensation/Wages." Similarly, we do not think that the MOU's characterization of release time as part of total compensation is undermined by one Councilman's statements (made long after the Council had approved the MOU) that different components of compensation are negotiated separately and the agreement does not identify the cost of total compensation. Cf. Taylor v. State Farm Mut. Auto. Ins. Co., 175 Ariz. 148, 153, 854 P.2d 1134, 1139 (1993) (noting that courts seek to interpret contracts to give effect to parties' expressed intent).

Noting the benefits of "harmonious and cooperative relationships between the City and its employees," the MOU states that the full-time release positions, and release hours, afford "an efficient and readily available point of contact for addressing labor-management concerns." 2012-2014 MOU § 1-3(B). Examples of how officers spend release time include representing Unit 4 officers "in administrative investigations and grievance/disciplinary appeal meetings with management; participating in collaborative labor-management initiatives . . . ; serving on Police Department task forces and committees; facilitating effective communication between City and Department management and unit employees; assisting unit members in

understanding and following work rules; and administering the provisions of the [MOU]." *Id.* 

- ¶16 The MOU also identifies various rights and obligations with respect to release time. For example, the use of paid release hours is subject to "Departmental operational and scheduling factors," and requires at least twenty-four hours written advance notice.  $Id. \S 1-3(B)(3)(c)$ . Release hours must be used for "legitimate [PLEA] business."  $Id. \S 1-3(B)(3)$ . The full-time release positions must be filled by full-time, sworn officers who "will at all times remain qualified to perform" normal police duties and who remain bound by "the City's and the Police Department's rules, regulations, and operations orders[.]"  $Id. \S 1-3(B)(1)$ . All Unit 4 officers are entitled to have PLEA serve as their meet and confer representative under the City Code and to be represented by PLEA concerning grievances and other matters relating to employment rights and obligations.  $Id. \S 1-4(A)$ , (B).
- ¶17 It is not unusual for collective bargaining agreements to include provisions requiring employers to pay certain employees for time spent on union activities. As noted earlier, Phoenix has included provisions for release time in its MOU for Unit 4 for decades. The City's Meet and Confer Ordinance has provisions similar to those of the federal National Labor Relations Act with regard to the right of employees to bargain collectively with respect to "wages, hours, and working conditions." Compare Phx. City Code Art. XVII § 2-214(B) with 29 U.S.C. § 158(d). Federal courts have recognized that employer payments for time spent by employees during working hours on certain union activities, such as handling grievances or negotiating with the employer, are a mandatory subject of collective bargaining because such payments relate to the employees' "wages, hours, and other terms and conditions of employment." See NLRB v. BASF Wyandotte Corp., 798 F.2d 849, 852-53 (5th Cir. 1986); Axelson, Inc. v. NLRB, 599 F.2d 91, 95 (5th Cir. 1979); cf. Int'l Ass'n of Machinists & Aerospace Workers v. BF Goodrich Aerospace Aerostructures Grp., 387 F.3d 1046, 1055-56 n. 13 (9th Cir. 2004) (noting disagreement among federal courts whether Labor Management Relations Act allows full-time release payments as distinct from paid time off for union duties).
- ¶18 That the release time provisions at issue here are part of the negotiated compensation package between the City, PLEA, and the Unit 4 officers is the beginning but not the end of our analysis. The lower courts, and Taxpayers, erroneously characterized the \$1.7 million value of the

release time merely as a "payment to PLEA" which must be assessed relative to what the MOU "obligated PLEA to provide the City in return." *Cheatham,* 238 at 75 ¶ 20, 356 P.3d at 820. To be sure, PLEA benefits from the City's agreement to pay officers for time (some full-time) spent on behalf of PLEA. But the release time provisions must be assessed in light of the entire MOU, including the obligations imposed not only on PLEA but also on the employees for whom it is the authorized representative. Doing otherwise would conflict with the requirement that courts adopt a "panoptic view" of the transaction in assessing Gift Clause challenges.

We also reject PLEA's argument that the release time provisions are not subject to Gift Clause scrutiny because they are part of the compensation package negotiated on behalf of the Unit 4 officers. That a public entity is making payments to employees (here, payments for time spent on union-related activities) pursuant to a collective bargaining agreement does not necessarily obviate the concerns underlying the Gift Clause. Public funds conceivably could be expended for private purposes or in amounts grossly disproportionate to the benefits received even under a collective bargaining agreement. Accordingly, we turn to our usual Gift Clause analysis in evaluating Taxpayers' challenge to the release time provisions. *Cf. Turken*, 223 Ariz. at 346 ¶ 10, 224 P.3d at 162 (noting that Gift Clause seeks to prevent subsidies of private interests putatively serving quasi-public purposes).

C.

¶20 Taxpayers argue that the release time provisions do not serve a public purpose because they "foster or promote the purely private or personal interests" of PLEA. *Cf. Kromko*, 149 Ariz. at 321, 718 P.2d at 480 (analyzing public purpose before assessing adequacy of consideration) (emphasis omitted).

¶21 In determining whether a transaction serves a public purpose, courts consider the "reality of the transaction" and not merely "surface indicia of public purpose." Wistuber, 141 Ariz. at 349, 687 P.2d at 357. This inquiry, however, must reflect appropriate deference to the governmental entity that has considered and approved the transaction. "[W]e have repeatedly emphasized that the primary determination of whether a specific purpose constitutes a 'public purpose' is assigned to the political branches of government, which are directly accountable to the public." Turken, 223 Ariz. at 165 ¶ 28, 224 P.3d at 349. For Gift Clause purposes, a

9

public purpose is lacking "only in those rare cases in which the governmental body's discretion has been unquestionably abused." *Id.* (internal quotation marks and citations omitted).

- Gonsistent with these principles, we have found the existence of a public purpose in various situations. *See id.* at 348 ¶ 23, 224 P.3d at 164 (finding that the purchase of parking spaces constituted a public purpose); *City of Glendale v. White*, 67 Ariz. 231, 240, 194 P.2d 435, 441 (1948) (finding that city acted with a public purpose when it joined the Arizona Municipal League); *Humphrey v. City of Phoenix*, 55 Ariz. 374, 387, 102 P.2d 82, 87 (1940) (finding that slum clearance program served public purpose).
- ¶23 The MOU, including its release time provisions, serves a public purpose. It procures police services for the City. Furthermore, the City Council recognized that the MOU identifies PLEA as the authorized representative of Unit 4 officers with whom the City can deal on all labor-related matters; under the MOU and the City's ordinance, PLEA is obliged to represent and serve all Unit 4 officers, whether or not they are PLEA members. Moreover, the City benefits from more efficient negotiations because it collectively negotiates with PLEA, rather than with individual employees.
- Such provisions obviously may benefit the officers who, collectively, have chosen PLEA as their representative in dealings with their employer (one officer testified that he views the release time provisions as analogous to insurance benefits). The provisions, even considered in isolation, also benefit the City insofar as they are a benefit offered to current or prospective employees and they can facilitate the resolution of grievances and other employee-employer issues under the City's Meet and Confer Ordinance. *Cf. Int'l Ass'n of Machinists & Aerospace Workers*, 387 F.3d at 1057-58 (recognizing, for purposes of federal labor laws, that employer-paid union "shop steward" provides services that "benefit union and corporation alike").
- ¶25 The dissent, like the trial court, concludes that release time does not serve a public purpose but instead benefits PLEA as a "private entity." Infra ¶¶ 46, 51. But this position views the release time benefits in isolation rather than as part of the MOU as a whole, which provides police services to the public. Wistuber, 141 Ariz. at 349, 687 P.2d at 357 ("panoptic view" required). This also views too narrowly both the role of public

employee unions and the public's interest. PLEA, as the authorized representative chosen by a majority of Unit 4 officers, serves not only its own interests, but also those of its members. While the City may sometimes be in an adversarial role relative to the union (sitting across the table, so to speak, in labor negotiations or employment-related disputes), the City – as its own ordinance recognizes – may also benefit as an employer by having an identified representative of the Unit 4 officers for employment-related issues. *See* Phx. City Code Art. XVII § 2-209 ("It is also the purpose of this ordinance to promote the improvement of employer-employee relations" by recognizing public employees' right to be represented by an organization of their choosing in their "employer-employee dealings with the City"). Further, as a governmental entity, the City has interests broader than a private employer based on "the unique fact that the public employer was established by and is operated for the benefit of all the people . . . . "Phx. City Code Art. XVII § 2-209(4).

Moreover, it is well established that labor unions, which have existed in the United States for over two hundred years, generally work to advance the employment interests of represented employees. *See, e.g.,* Charles B. Carver, *The Impact of Labor Unions on Worker Rights and on Other Social Movements*, 26 ABA J. Lab. & Emp. L. 267, 269-70 (2011). Contrary to the dissent's contention, a public purpose may be served by PLEA's representational activities to the extent they promote improved labor relations and employment conditions for public safety officers. Phx. City Code Art. XVII § 2-209(1) ("The people of Phoenix have a fundamental interest in the development of harmonious and cooperative relationships between the City government and its employees.").

¶27 The City Council did not abuse its discretion in concluding that the MOU, including the release time provisions, serves a public purpose by specifying the "wages, hours, and working conditions" for Unit 4 officers, recognizing the role of PLEA as the officers' authorized representative, and by providing, as part of the aggregate compensation, that certain officers will be paid for release time spent on behalf of PLEA.

D.

Because we hold that the MOU serves a public purpose, we next examine whether the consideration paid by the City under that agreement is grossly disproportionate to the benefits the City receives.

- Consideration is a "performance or return promise" that is bargained for in exchange for the other party's promise. *Schade v. Diethrich*, 158 Ariz. 1, 8, 760 P.2d 1050, 1057 (1988) (citing Restatement (Second) of Contracts § 71 (Amer. Law Inst. 1981)). Although courts do not normally scrutinize the adequacy of consideration between parties contracting at arm's length, we appropriately examine consideration when analyzing a contract under the Gift Clause "because paying far too much for something effectively creates a subsidy from the public to the seller." *Turken*, 223 Ariz. at 350 ¶ 32, 224 P.3d at 166.
- ¶30 In analyzing the adequacy of consideration, courts also adopt a "panoptic view" of the transaction. *See id.* at 352 ¶ 47, 224 P.3d at 168 (noting that *Wistuber's* language "was thus meant to reject an overly technical view of the transaction"); *State v. Nw. Mut. Ins. Co.*, 86 Ariz. 50, 54, 340 P.2d 200, 202 (1959) (using term "panoptic" in rejecting contention that a mutual insurance company's return of excess premiums to its members, including a school district, established that the initial premium payments violated the Gift Clause). Such an approach is particularly appropriate with respect to a collective bargaining agreement, which is not merely an exchange of discrete promises, but instead is "a long-term relational contract" governing the whole employment relationship. *Int'l Union of Operating Eng'rs, Local 139, ALF-CIO v. J.H. Findorff & Son, Inc.*, 393 F.3d 742, 746 (7th Cir. 2004); *see Consol. Rail Corp. v. Ry. Labor Execs.' Ass'n*, 491 U.S. 299, 312 (1989).
- ¶31 Thus, when considering a Gift Clause challenge to provisions of a collective bargaining agreement, we cannot consider particular provisions in isolation. For example, if such an agreement provided for paid vacation or personal leave time for public employees, the adequacy of the consideration received by the employer would not be evaluated by asking if the employees must use their time in a way that benefits the employer. In that situation, the consideration received by the employer is the work the employees generally agree to provide under the agreement, not only during their paid leave or vacation times.
- ¶32 Our analysis therefore recognizes that the MOU is an agreement between not only the City and PLEA but also the Unit 4 officers, who approved and are bound by its terms. Even if PLEA is viewed as the primary beneficiary of the release time provisions, in gauging whether the City has received consideration for those provisions it is necessary to

31

consider what the Unit 4 officers have agreed to do – to work under the wages, hours, and conditions specified in the MOU – in exchange for the compensation package (which includes the release time provisions). This reflects the general contractual principle that one party's performance (here, the City's agreement to pay release time) may be supported by "consideration" in the form of performance or a return promise by either the promisee (arguably PLEA) or another person (the Unit 4 officers). *See* Restatement (Second) of Contracts § 71(4), cmt. e (Amer. Law Inst. 1981); *cf. Turken*, 223 Ariz. at 350 ¶ 33, 224 P.3d at 166 (relying on contract law to conclude that anticipated indirect benefits, when not bargained for as part of the contracting party's performance, are not consideration for Gift Clause purposes).

- ¶33 The City's payments for release time are supported by consideration both in terms of PLEA's obligations under the MOU and the City Code as the employee's authorized representative and the agreement by the Unit 4 employees to work under the terms and conditions of the MOU. There is no contention that the \$660 million the City pays under the MOU is grossly disproportionate to the services to be provided by police officers. Viewed in the context of the MOU overall, the \$1.7 million for release time payments is not "grossly disproportionate," *Turken*, 223 Ariz. at 350 ¶ 35, 224 P.3d at 166, to the value of what PLEA and the Unit 4 officers have agreed to provide in return.
- ¶34 The dissent twice observes that there is no showing that absent release time, the City would be unable to employ police officers. Infra ¶¶ 47, 52. But the same could be said about various forms of benefits ranging from vacation time to life insurance. The pertinent issue for a Gift Clause analysis is not whether a particular expenditure is the only way to achieve a public purpose, but instead whether a comprehensive examination of the agreement reveals that the expenditure is grossly disproportionate to the benefit the public receives. Turken, 223 Ariz. at 350 ¶ 35, 224 P.3d at 166.
- ¶35 In applying the "consideration" prong of the Gift Clause, just as in assessing "public purpose," courts must give due deference to the decisions of elected officials. "The Gift Clause is violated when [the] consideration, compared to the expenditure, is 'so inequitable and unreasonable that it amounts to an abuse of discretion.'" Id. at 349 ¶ 30, 224 P.3d at 165 (quoting *Wistuber*, 141 Ariz. at 349, 687 P.2d at 357). The

Taxpayers have the burden of proving gross disproportionality of consideration, *Wistuber*, 141 Ariz. at 350, 687 P.2d at 358, and they have not met that burden here.

- ¶36 Our decision in *Wistuber* is not to the contrary. The court of appeals cited *Wistuber* in holding that the MOU's release time provisions lacked consideration. 238 Ariz. at 75 ¶ 20, 356 P.3d at 820. In that case, this Court upheld a provision in a school district's collective bargaining agreement providing release time for a teacher who was the president of the teacher's association. The contract provisions specified how the teacher would spend her release time. In rejecting a Gift Clause challenge, Wistuber noted that "the duties imposed upon [the association's president] are substantial, and the relatively modest sums required to be paid by the District [were] not so disproportionate as to invoke the constitutional prohibition." 141 Ariz. at 350, 687 P.2d at 358. Here, the court of appeals noted that, "[u]nlike the detailed, mandatory contractual provisions upheld in Wistuber," the MOU does "not obligate PLEA to provide any specific duty in exchange for release time." Cheatham, 238 Ariz. at 75 ¶¶ 20, 22, 356 P.3d at 820.
- ¶37 Wistuber, however, did not hold that, as a general proposition, release time provisions can only be upheld if they impose specific duties on the employees involved. Nor does Wistuber stand for the proposition that in evaluating the adequacy of consideration for benefits (such as release time) afforded under a collective bargaining agreement, a court should consider only the performance by the authorized representative, exclusive of the represented employees.
- ¶38 Moreover, the court of appeals and the trial court erred as a matter of law insofar as they construed the MOU as not limiting how officers can use release time. *Cf. Powell v. Washburn*, 211 Ariz. 553, 555 ¶ 8, 125 P.3d 373, 375 (2006) (noting that contractual interpretation generally is a matter of law). Collective bargaining agreements, like other contracts, should be construed to avoid making their provisions illusory. *Ariz. Laborers, Teamsters & Cement Masons Local* 395 *Health & Welfare Trust Fund v. Hatco, Inc.*, 142 Ariz. 364, 367, 690 P.2d 83, 86 (App. 1984).
- ¶39 The MOU here, particularly when construed in light of the City Code provisions, clearly contemplates that release time will be used for activities related to PLEA's role as the authorized representative for the

Unit 4 officers, even if it does not specify minutely how release time will be used. (This includes the provision affording release time for a legislative representative, who is "to work with and assist the [C]ity's legislative lobbyist." 2012-2014 MOU § 1-3(C).)

**¶40** We accordingly disagree with the dissent in its characterizing the use of release time as "almost unchecked." Nor is the dissent right to contend that release time involves "diverting officers from safeguarding the public." Infra ¶ 46. The MOU acknowledges that the costs to the City associated with release time were in lieu of wages and benefits; had the release time provisions been omitted, the officers might have received other benefits under the compensation package, such as personal time or paid vacation time. Notably, after the trial court enjoined the use of release time under the 2012-2014 MOU, the City agreed that the remaining release time would be allocated to police officers as additional vacation time. Thus, while it is true that particular officers will not be engaged in their usual police duties while using release time, it is incorrect to suggest that the MOU, by including release time, reduces total on-the-job time by Unit 4 officers. (The MOU also requires officers to obtain approval to absent themselves from duties to use release time and such approval is "subject to Departmental operational and scheduling factors." 2012-2014 MOU § 1-3(B)(3)(c).

Nor is our conclusion affected by Taxpayers' arguments that ¶41 release time under prior MOUs was used in some instances for reasons unrelated to PLEA's representational role. Even if those assertions are correct (an issue we do not reach), the improper use of release time would not establish that the MOU violates the Gift Clause (just as the prospect of a breach does not mean a contract is contrary to public policy or lacks consideration), but instead that the Unit 4 officers or the City might have reason to complain of PLEA's violation of the collective bargaining agreement. See id. § 1-5(F) (noting that penalties, pursuant to the City Code, may be assessed against PLEA for breach of obligations); see also Vaca v. Sipes, 386 U.S. 171, 195 (1967) ("The appropriate remedy for a breach of a union's duty of fair representation must vary with the circumstances of the particular breach."). Although one could reasonably argue that greater specificity regarding the use of release time would better serve the City and perhaps the Unit 4 officers themselves - such issues of labormanagement relations should be decided through the collective bargaining process rather than dictated by the courts under the guise of the Gift Clause.

We also reject Taxpayers' assertion that our decision in *Turken* establishes that the release time provisions violate the Gift Clause. In *Turken*, we held that the City's agreement to pay a developer as much as \$97.4 million for the use of garage parking spaces in a mixed-use project likely violated the Gift Clause. 223 Ariz. at 350-51 ¶¶ 40-43, 224 P.3d at 166-67. Our opinion clarified that indirect benefits, when "not bargained for as part of the contracting party's promised performance," do not satisfy the "consideration" prong of the Gift Clause analysis. *Id.* at 350, ¶ 33, 224 P.3d at 166. In this respect, *Turken* is inapposite because here the consideration received by the City is not indirect benefits, but instead the obligations the MOU itself imposes on both PLEA and the Unit 4 officers.

Finally, we note the limits of our holding. Our conclusion that the release time provisions do not violate the Gift Clause reflects our consideration of the MOU in its entirety, viewed in light of the City's Meet and Confer Ordinance. From this perspective, we cannot find that the City Council abused its discretion in determining that the MOU, including its release time provisions, serves a public purpose and that the City's payments are reasonable in light of the benefits it receives. We do not comment on the desirability of such provisions as a matter of labor relations or public policy. Nor do we address Taxpayers' arguments, which were not raised in the trial court, that the release time provisions violate either the "right to work" provisions of article 25 of the Arizona Constitution and A.R.S. §§ 23-1301 through 1307 or the First Amendment rights of non-PLEA members.

IV.

Because the challenged release time provisions do not violate the Gift Clause, we reverse the trial court's judgment and entry of a permanent injunction and vacate the opinion of the court of appeals.

### CHEATHAM V. DICICCIO, ET AL. JUSTICE TIMMER, joined by JUSTICE BRUTINEL, Dissenting

TIMMER, J., joined by BRUTINEL, J., dissenting.

- By permitting the City to subsidize PLEA simply because the release time terms are tucked within a collective bargaining agreement, the majority undercuts the Gift Clause's aim "to prevent governmental bodies from depleting the public treasury by giving advantages to special interests . . . or by engaging in non-public enterprises." *Wistuber*, 141 Ariz. at 349, 687 P.2d at 357. I respectfully dissent.
- **¶46** The substantial benefits bestowed on PLEA are allowable under the Gift Clause only if they serve a public purpose. See Turken, 223 Ariz. at 345 ¶ 7, 224 P.3d at 161. No public purpose is served by diverting officers from safeguarding the public to work almost unchecked for PLEA. The City has no control over how PLEA directs the officers on release time and is not even told what the officers do for PLEA. Cf. Kromko, 149 Ariz. at 321, 718 P.2d at 480 (stating that "the fear of private gain or exploitation of public funds envisioned by the drafters of our constitution" is absent when private entity's operation of public hospital is subject to the control and supervision of public officials). As a testifying labor expert put it, "[PLEA officials] are given a blank check to do . . . as they determine is appropriate to meet the needs of their organization." Officers on release time can lobby the legislature for and against laws that interest PLEA and its members, campaign for elected officials who support PLEA, attend PLEA functions, manage PLEA elections, and engage in any activities that promote PLEA's private interests, even if it is to the City's detriment. While these activities may benefit officers and certainly benefit PLEA, they do not serve a public purpose. Cf. Small v. Operative Plasterers' & Cement Masons' Int'l Ass'n Local 200, AFL-CIO, 611 F.3d 483, 486 (9th Cir. 2010) ("After all, the very purpose of labor unions is to advocate zealously for their members.").
- ¶47 The majority finds that the release time provisions serve a public purpose because they are set forth in the MOU, which in turn serves the public by enabling the City to hire and collectively negotiate with Unit 4 officers. See supra ¶¶ 23, 25. In my view, the majority conflates the public purpose served by securing City employees through collective bargaining with the public purpose served by the terms reached through such efforts. The City may derive some benefits from negotiating with Unit 4 officers through a single representative rather than by negotiating with individual officers. But the public benefit resulting from collective bargaining does not mean that the release time provisions agreed to through that process

# CHEATHAM V. DICICCIO, ET AL. JUSTICE TIMMER, joined by JUSTICE BRUTINEL, Dissenting

necessarily serve a public purpose. If that were so, public entities could easily circumvent the Gift Clause simply by placing a gift within a collective bargaining agreement. And nothing suggests that PLEA would not have negotiated an MOU for Unit 4 officers absent those provisions. Why else would officers pay approximately \$1.7 million in annual dues to PLEA to represent them in determining wages, hours, and working conditions if not for PLEA to negotiate on their behalf?

**¶48** The majority's stronger argument is that the release time provisions promote a public purpose by serving as a component of the compensation package for Unit 4 officers. See supra ¶ 24. The majority emphasizes that the City originally allocated \$660 million for Unit 4 officer compensation before negotiating with PLEA to use a "chunk" of that money for release time. See supra ¶ 14. A City negotiator testified that this "chunk" was "costed" against the compensation package as a whole, and if it was not used for release time, it would be folded back into the compensation package. As the City had included release time provisions in its MOUs since 1977, however, it is hardly surprising that it built release time moneys into its Unit 4 allocation. Nothing indicates that the City would have allocated \$660 million for Unit 4 officers if release time was off the table. Indeed, before negotiations for the 2010-2012 MOU commenced, the police department suggested to City negotiators that "[a] reduction in cost of City funded PLEA operations" would "increas[e] funds available for mission-critical functions;" the department did not suggest that a reduction would free up money to increase officer benefits.

**¶49** Other evidence supports the trial court's finding that the MOU provisions were negotiated individually and "not as a total package offered to Unit 4 with those members being allowed to divide it how they wished." See Shooter v. Farmer, 235 Ariz. 199, 200 ¶ 4, 330 P.3d 956, 957 (2014) ("We defer to the trial court's findings of fact unless they are clearly City Councilman Sal DiCiccio testified that the MOU erroneous."). provisions were "separately negotiated" rather than as part of a "total package." The MOU does not require that unused release time be paid to officers. And release time cannot be accurately "costed" to officers' salaries because a large amount of release time - representation hours - are unlimited. Tellingly, after the court preliminarily enjoined the release time provisions in the 2010-2012 MOU, the City did not use the funds designated for release time under that MOU to compensate Unit 4 officers. (After the court found that release time is not compensation, in part because the City

# CHEATHAM V. DICICCIO, ET AL. JUSTICE TIMMER, joined by JUSTICE BRUTINEL, Dissenting

did not treat it as such after the preliminary injunction, and entered the permanent injunction, the City and PLEA amended the 2012-2014 MOU to provide additional vacation time to officers equaling the number of unused release time hours. This belated act does not vitiate the evidence before the court at the time of its ruling that the City did not treat release time as compensation.).

- ¶50 The majority cites language in the MOU providing that release time is funded "in lieu of wages and benefits." *See supra* ¶ 14. Declaring this does not make it so. If we look no further than a self-serving contractual provision, private subsidies could escape Gift Clause scrutiny whenever the parties agree that subsidies are "compensation." *Cf. Wistuber*, 141 Ariz. at 349, 687 P.2d at 357 (stating that in determining the existence of a public purpose, the court should consider the "reality of the transaction" and not just the "surface indicia of public purpose").
- ¶51 Even if the money designated for release time would have otherwise been paid to officers, it does not necessarily follow that release time serves a public purpose as "compensation." Following the majority's logic, the City could compensate officers by giving money to a private business to establish a coffee house near a police station for the officers' enjoyment. If "public purpose" can be stretched this far, the Gift Clause, at least in the public employment context, has met its end.
- ¶52 The majority characterizes my position as positing that release time benefits violate the Gift Clause because they benefit a private organization. See supra ¶ 25. Not true. Payments to a private entity to provide benefits to public employees undoubtedly can serve a public purpose by providing an incentive for public employment. Benefits such as health insurance, gym memberships, and emergency child care for employees fall within this category. Without attempting to precisely define what payments to private entities constitute employee compensation for Gift Clause purposes, at a minimum, such payments must substitute for the moneys an employee would otherwise pay for the benefit provided directly to the employee by the third party. Thus, payments to PLEA to represent an officer in grievance proceedings could be compensation because the officer would otherwise have to pay money to hire a representative. But when public resources given to a private entity can be used for any purpose directed by the entity, as here, and the public expenditure does not

# CHEATHAM V. DICICCIO, ET AL. JUSTICE TIMMER, joined by JUSTICE BRUTINEL, Dissenting

substitute for an expense the employee would otherwise pay, that expenditure cannot be considered compensation.

- ¶53 Alternatively, I agree with the trial court and the court of appeals that the release time provisions violate the Gift Clause because the City does not receive sufficient consideration in return for its \$1.7 million outlay. *Cf. Turken*, 223 Ariz. at 345 ¶ 7, 224 P.3d at 161 (stating that to comply with the Gift Clause, a governmental entity must receive consideration in return for expenditure that "is not so inequitable and unreasonable that it amounts to an abuse of discretion") (citation and internal quotation marks omitted). Whether the City receives sufficient consideration turns on "the objective fair market value" of what PLEA promised to provide. *See id.* at 350 ¶ 33, 224 P.3d at 166. The record does not reflect such a value. Indeed, the City lacks a mechanism to quantify the value of benefits it receives from the release time provisions.
- ¶54 I cannot see how any value the City receives from the release time provisions approaches a fair market value of \$1.7 million. The MOU does not obligate PLEA to provide any services to the City. Any promotion of employer-employee relations, *see supra* ¶ 25, fostered by the release time provisions are indirect benefits that cannot constitute consideration. Cf. id. (rejecting assertion that "indirect benefits" constitute consideration). The majority concludes that Unit 4 officers' agreement to work as police officers in exchange for a compensation package that includes release time provisions is sufficient consideration. See supra ¶ 32. Because I agree with the courts below that the extensive benefits given to PLEA do not serve as officer compensation, I likewise reject the majority's reasoning here. Nothing in the record suggests that the City could not employ police officers without subsidizing PLEA with release time benefits. And any release time that could be compensation, for example, time used to represent officers in grievance proceedings, has neither been quantified nor assigned a monetary value.
- ¶55 To subsidize a labor organization under the guise of employee compensation violates the Gift Clause. That is what has occurred here. In light of the lack of any contractual assurance that PLEA release time actually serves a public purpose, this generous benefit cannot be considered anything other than a gift to PLEA prohibited by the Gift Clause. I would uphold the trial court's injunction.

# H MEET AND CONFER

# (District-Wide Employee Communication and Input System)

The Governing Board of the Flagstaff Unified School District and its employees declare that providing a quality education for students is their mutual goal. The group recognizes that this goal is best achieved through open communications, mutual trust, understanding, and cooperative efforts of the Board, administration, and staff. It is essential that all parties trust that district resources will be utilized in a way that will provide positive working conditions for all employees while nourishing and protecting the welfare of the students.

The Governing Board of the Flagstaff Unified School District requires the Superintendent to form and maintain a District-wide employee communication and input system. This system must provide equal opportunity to all regular status employees of the District to be elected to a District employee representation committee. Any committee created by this policy is not granted any authority to make binding decisions. Eligibility of candidates for the committee shall not be based upon national origin, age, gender, sexual orientation, race, ethnicity, District years of service, job type, or external affiliation. Regular employees are defined as current District certificated staff, licensed professionals, administrative staff, and support (classified) staff members with regular District work schedules issued by Human Resources. Regular staff does not include temporary, short-term/stipend only, substitute staff, contractors, or sub contractors.

The Governing Board expects all parties to meet in good faith and in a manner that promotes mutual trust and understanding.

Adopted: April 14, 2015

#### H-R

# REGULATION

# **MEET AND CONFER**

# DISTRICT-WIDE EMPLOYEE COMMUNICATION AND INPUT SYSTEM REGULATION

The District Representation Committee 
"AKA" The Voice Committee

The District Representation Committee is tasked with the gathering, review, recommendation and dissemination of employee information with all staff as defined in this regulation. The two (2) Representation Groups (RGs) which participate in the Voice Committee are Classified and Certified. The Human Resources (HR) Department participates on the Voice Committee in an advisory and facilitation capacity. The membership of the stakeholder groups is detailed below:

# Membership Guidance

Refer to exhibit (C) – membership chart

# Certified RG membership:

• All teaching and professional staff employed by the District and paid on the certified compensation system, as well as licensed professionals and psychologists.

# Classified RG membership:

 All regular status employees on the classified compensation system with a current pay assignment

### **Human Resources:**

 Members of the Human Resources Department as assigned by the Director of Human Resources

# Employee Liaison:

• If either RG has an Employee Liaison, s/he will be an ex officio member of the Voice Committee.

Voting Group Member Selection Process

# Certified & Classified:

• Members of both RG's will be selected by whomever receives the most votes "popular vote" from their designated work location.

# Licensed Professionals:

• Members will select by popular vote from their group their representative.

# District-Wide Employees:

• Those who work in more than one (1) location weekly, elect in writing by September 1 each year, the location to which their vote belongs and submits their choice to Human Resources.

# Representation Locations

**Schools**: Any campus that contains students and a site principal. Special programs that operate independently on a campus fall under that campus' representation. Each school will have one (1) certified and one (1) classified representative.

**Non-School District Facilities**: 1) Bus Barn, 2) Maintenance Building and 3) District Admin Office. Location designations may be reviewed annually in April of each year to adapt to changes in the District make-up.

# **Election Process**

Each school elects one (1) certified and one (1) classified representative. Each non-school District facility elects one (1) classified representative. This process is conducted by popular vote where a candidate that receives the plurality of the votes cast is the representative. In the event of a tie, a single game of rock-paper-scissors will determine the winner with oversight from Human Resources.

Where Voice Forms Go if a Location does not Have a Representative

In the event there are no candidates for the position, the location turns in their Voice forms to Human Resources or, if available, their RG liaison. If during the year, someone is elected, they will join Voice Committee prior to April 1.

# **Election Timeline:**

• All elections will be held prior to the Voice training session generally scheduled in September annually.

# Membership Duration

Certified and Classified Membership placement for the Voice Committee is for 1 fiscal year. Members can be re-elected via popular vote every year. Employee Liaison membership shall be for a one (1) year term and certified annually by Human Resources before any renewal.

# Membership Changes

If a member changes positions from one RG to another, quits the committee or is no longer employed by the District, they will lose their membership and a mid-term election will be held to replace the vacated seat. Mid-term elections may be held within thirty (30) days of a seat becoming vacant if before April 1st of the year. Otherwise, it flows into the following year's election process.

# Membership Recall

If an RG obtains a verified list of a majority of its location membership requesting a Voice Committee member to be removed as their representative, Human Resources can approve that persons' removal. In this event, a mid-term election will be held.

# **Additional Information**

Additional information can be provided by experts in writing prior to the meeting via submission to HR for Voice information packet consideration or for committee in-person presentation.

# **Committee Meeting Attendance**

Since the process by nature involves District business, meetings may take place during the normal workday. Representatives are required to

share the committee meeting schedule with their Supervisor in advance with the goal of scheduling their ability to attend all meetings with minimal impact to their primary job duties. In the event location needs must take priority, the Supervisor must inform Human Resources in advance of the members' absence. The absent member may submit a written summary of any information they were going to present at the meeting to another member of their RG for presentation to the committee. Members are expected to work with their manager/director in advance to ensure their job duties and responsibilities are covered if their attendance is during their normal job duty schedule.

The recommended meeting duration shall be two (2) hours unless discussion items on the agenda have been completed or a variance is mutually agreed to by all parties to adjust the time.

Each location shall submit their representative list to Human Resources by the first Friday in September for verification.

# Membership Duties and Scope

Duties are outlined in the role duty descriptions in Exhibit (B).

When the committee meets:

- Training Session for New Members: September
- Standard Meetings: October, November, January, February, March, April, May

Based upon unique District needs, the Voice Committee may be called upon for an additional meeting during the school year or eliminate a meeting.

# **Committee Workflow & Voting**

Topics are brought to the Voice Committee by each committee member. These members prioritize the Voice Committee Suggestion Forms received prior to the meeting in order of priority for their location. Based upon available time, the committee's goal is to review the top priority from each location during the allotted meeting time. If additional time is available, second and third items of priority will be reviewed.

The review process will include the following steps:

- *Presentation*: The representative with the topic will present to the committee a summary in five (5) minutes or less. Additional time may be allocated by the committee chair or other members not using their time.
- *Discussion*: The committee chair will recognize others with questions or comments regarding the topic and allot additional time.
- Group Relevancy: Committee Chair will determine which RG's are appropriate to vote on a topic with a goal of ensuring if a group is impacted by a topic, they have the ability to discuss and vote on it.

# **Resolutions of Topics**

Topic outcomes include, but are not limited to the following actions.

- A committee vote:
  - Recommendation via majority vote of affected RG's to move the topic forward to the Negotiations Committee for consideration that impact the areas of compensation or working conditions.
  - Recommendation via majority vote to not move the topic to the Negotiations Committee for consideration.
- Transfer of topic to a District department:
  - As determined by the Chair and committee input, the topic is transferred to a relevant/appropriate department for consideration. For example, a suggestion for a new PD course, HVAC issue at a specific school or classroom.
- Not Relevant for the committee:
  - Determination is made by the committee or Human Resources if a topic is not relevant for committee discussion. Some examples would include but are not limited to: individual job performance, discussions of legally protected

information etc. This outcome will be noted on the submitted Voice Committee form and returned to the submitter.

Consensus is desired, however not required, therefore a majority of the voting RG shall prevail.

# Communication

The Voice Committee members are expected to communicate the outcomes of Voice Committee meetings to all members of their RG. This may require multiple communication methods to ensure total access to the information. Support may be required by the location supervisor to make this happen. Examples include but are not limited to: Newsletters, staff meeting presentations, facility e-mail messages, and employee posting board locations. The expectation for this communication is that it accurately reflects the content and intent of the Voice Committee.

# Ability to Recommend Changes to Regulation

The Voice Committee will evaluate its effectiveness annually. The committee, based upon majority vote, can recommend Policy H regulation changes related to the Voice Committee to the Negotiations Committee for consideration.

#### Committee Chair

The Director of Human Resources will chair the Voice Committee unless an alternate is assigned by the Superintendent. The role of the chair is to facilitate the process as outlined in this regulation.

# **Meeting Participation**

Participation in the Voice meeting is limited to elected participants or others as outlined in this regulation only. The public may sit in with prior notification to the HR department twenty-four (24) hours in advance of the meeting but may not participate.

# **Negotiations Committee**

The District Negotiations Committee is tasked with the review and recommendation of working conditions as they relate to compensation, District paid benefit adjustments and relevant District policies and regulations. This

committee obtains content from the District Voice Committee as well as from the membership within each of the stakeholder groups. The representation groups within Flagstaff Unified School District (FUSD) Negotiations shall be central administration, building administration, certified, and classified. Central administration and building administration shall not be considered Representation Groups (RGs) because they negotiate salaries on an individual basis. However, they shall serve in an important advisory capacity and vote on all issues brought to the negotiating table.

The two (2) representation groups (RGs) are Classified and Certified. The Classified RG consists of all personnel paid on the classified compensation system. The Certified RG consists of all teaching and professional staff employed by the District and paid on the certified pay scale, as well as licensed professionals and psychologists. The membership of the representation groups is detailed below:

# Membership

Principal

Refer to exhibit (C) – membership chart

\* (1 vote) Certified RG District Admin Group (1 vote) High School Teacher Assistant Superintendent x 2 Middle School Teacher Director of Finance or **Business Manager** Elementary School Teacher Director of Human Resources Non-Teaching/ Licensed Professional Department Director Employee Liaison Classified RG: (1 vote) Site Admin Group\* (1 vote) Transportation/Maintenance Member High School Principal Site Front Office Member Middle School Principal

September 12, 2017 47

Elementary School

Paraprofessional / Aide Member

- Admin Office Classified Member
- Employee Liaison

# Classified RG further defined:

- Transportation/Maintenance: Bus Drivers, Bus Aides, Mechanics, Maintenance (HVAC, Carpenter, Plumbing, Grounds, facilities, an the front office staff of each group)
- Site front office: School secretary, data clerks, attendance, department secretaries, receptionists, attendance.
- Paraprofessional/Aide: Parapros, 1:1 Parapros, classroom aides, FACTS, crossing guards, recess and lunch aides, library assistants/aides
- Administrative Office Classified: Payroll, Business Office, Department secretarial staff, Human Resources.

# Certified RG further defined:

- Non-Teaching Professional: Counselor, Nurse, Librarian, Districtwide or miscellaneous certified roles
- Licensed Professional: OT/PT/SLP, Sped Therapist, Psychologist

# **Voting Group Member Selection Process**

# Certified:

• Each member is selected by popular vote within their designated group. For example, only high school certified teachers may vote for the High School Representative. Eligibility is determined by having a current FUSD teaching contract.

# Classified:

• Each member is selected by popular vote within their designated group. For example, only members of transportation and maintenance may vote for the transportation/maintenance

role. Eligibility is determined by having a current pay assignment in that department.

# District Administration:

• The individual holding the positions identified in the District Administration group above and/or appointed by the Superintendent.

# Site Administration:

Elected by plurality of all Site Administrators.

# Membership Duration:

• Certified and Classified Membership placement is on an annual basis via popular election.

# Membership Changes:

• If a member changes positions from one group to another, quits the committee or is no longer employed by the District, they will lose their membership and a mid-term election will be held to replace the vacated seat. Mid-term elections should be held within thirty (30) days of a seat becoming vacant if before April 1st of the year. Otherwise, it flows into the following year's election process.

# Membership Recall

• If an RG obtains a verified list of a majority of its District membership requesting a Negotiation Committee member to be removed as their representative, Human Resources can approve that person's removal. In this event, a mid-term election will be held.

# Additional Attendance

• Stakeholder groups may call upon Consultants to provide specific information or reports on relevant subject matter. At request of the committee chair or administration, a consultant may be asked to leave when discussing sensitive information. Other District employees may observe negotiation sessions providing they notify human resources one (1) week in advance for room capacity and

safety requirements. When meetings take place during contract time, if staff not on the committee wants to attend, they will need to call off using the standard District process in the attendance management system.

• Additional information can be provided by experts in writing prior to the meeting via submission to HR or may be asked by HR to present at a meeting for purpose and duration as determined.

# **Election Process**

Each RG elects their representative by popular vote. The voting process is managed by Human Resources with review from a representative of each RG. By RG definition, each group candidate that receives the plurality of the votes cast in their group is elected the representative. The Negotiations candidates are encouraged to submit a one (1) page maximum summary of their qualifications to justify their election.

Suggested Election Timeline (may adjust based upon District scheduling needs)

- Second Week in August: Human Resources messages the District with a call for candidate submittals.
- Third Week in August: All submittals are compiled and their summary sheets are sent to their respective RG's.
- Fourth Week in August: Human Resources conducts online voting to determine who is elected to the Negotiations committee.

# Timeline, Scope, and Team Membership

Because the Negotiations process by nature involves District business that serves a District-wide good, with an overall focus upon positively impacting students, negotiations may take place during the normal workday. If so, Negotiations Committee members can be released from their regular position without loss of pay. However it is the members' responsibility to ensure their departure does not create a hardship on their job duties, department or on students. If a hardship exists, the member should seek guidance from the committee chair and/or be prepared to ask another member of their stakeholder group speak on their behalf.

The recommended meeting duration shall be two (2) hours unless discussion items on the agenda have been completed or a variance is mutually agreed to by all parties to adjust the time.

# When the Committee Meets:

- Training Session for New Members: September
- Standard Meetings: October, November, January, February, March, April, May

# Committee Workflow & Voting

Any of the four (4) stakeholder groups can bring forward a proposal, but the goal in all cases will be collaborative design and implementation. To this end, any stakeholder group with an idea is encouraged to bring it to other teams it may impact before the next negotiating session. The ultimate goal of this committee is consensus between all groups before actions are submitted to the Superintendent and Governing Board.

All issues brought to the table will be discussed as fully as possible, including any pertinent background information and opportunities to revise proposals as needed, before being brought to a vote.

- Consensus will be striven for, but lacking that, the majority shall prevail.
- Votes will be cast by each of the four (4) stakeholder groups. Items pass by majority.
- The negotiating committee teams may create joint-study committees prior to a vote. The recommendations of such committees are advisory in nature. Upon completion of study and submission of a verbal or written report to the committee of the whole, the joint-study committee shall be considered as dissolved.
- Any RG group may call for a caucus or recess at any time, with a mutually agreeable time limitation.

Policy changes approved by majority will be recommended to the Superintendent and Governing Board for consideration. Regulation changes approved by the committee will be sent to the Superintendent for consideration.

The negotiated compensation package for the subsequent year will be sent out to each RG for review. Each group votes on the compensation recommendations affecting its members. If an RG does not approve the recommended package, that group will conduct a survey of its constituents to gather feedback. If time permits, an additional Negotiations session will be scheduled in an effort to amend the proposal.

Failure to reach consensus by: May 1, the Superintendent will recommend to the Governing Board his/her proposal for their consideration. If any group disagrees with a recommendation sent forward by the other three (3) groups, they can state their reasons to the Governing Board during the call to the public for the relevant action item on the Board agenda.

# Communication

The District encourages each party to communicate with its respective constituency and to table action items as necessary to ensure proper input and representation. The Negotiations Committee, or an RG, may survey District staff on behalf of the committee on issues of compensation or working conditions for feedback and commentary throughout the school year. The results will be shared during the next available Negotiations Committee meeting.

After each Representation session, an individual from any group chosen at the first meeting of the year will be tasked with writing up an FUSD Representation Committee summary encompassing all voted upon items and other substantial discussion items, which will then be shared with each participant for feedback and clarification. Once the summary document is approved by HR, each representative is tasked with communicating this information to their entire group.

# Self Assessment

The Negotiations Committee will evaluate its effectiveness yearly.

In the event of a dispute as to the meaning or interpretation of any term or provision in these regulations the interpretation of Human Resources is followed. If the disagreement continues, it is recommended to the Superintendent for final consideration.

# Liaison Selection

The Liaison is elected via vote of their entire RG. The candidate with the plurality of votes shall be the liaison for the school year. No one can be appointed for more than a one (1)-year term.

# Liaison Duty Summary

The Employee Liaison for each Representation Group (RG) will perform specific duties that serve a District interest in supporting District staff. The employee liaison will be selected internally by each RG annually. Employee Liaisons can be granted release time based upon funding.

# Activities:

- \*\*Attend all employee representation meetings (Voice and Negotiations committee meetings):
  - \*\*Act as RG Chair during the Negotiations committee unless the other Negotiations committee members decide otherwise via popular vote.
- Attend all District regularly scheduled Governing Board meetings to assist the flow information from the Voice, Negotiations, and/or the District.
- \*\*Meet with the Superintendent and/or the Director of Human Resources on a regular basis with a minimum of once per month.
- \*\*Assist in appointing RG members to district committees affecting the RG:
  - May schedule meetings regarding RG issues and opportunities with staff using the standard room reservation system employed by the District. The Superintendent may waive the associated cost of any room reservations.
- \*\*Actively support and adhere to District Policy H and accompanying regulation(s).
- Provide support, logistical and administrative, to the Board chair where possible.
- \*\* = These are required duties of the liaison. Duties above without the \*\* are voluntary or may be supported through a release time agreement.

# Communication:

- \*\*Ensure clear, accurate and consistent communication between the Liaison's RG and all other District groups (The other RG group, Administration, and the Governing Board.)
  - Seek to maintain professional relationships with other District groups
  - Make visitations to schools or worksites within the District to ensure positive and accurate communication of District and RG information.
  - Coordinate District-wide communication strategies with Human Resources

# Staff Support:

- \*\*Assist RG members in their awareness of policies and procedures and in following them with fidelity via answering individual requests or publishing informational guidance.
- Assist RG members in grievance situations and in disciplinary hearings if requested. May act as the RG members' representative in said meetings upon request.

# Release Time agreement:

- This is available to any liaison that receives external funding to cover the total cost of the liaison's wages and benefits.
- The amount of liaison release time is determined by the Superintendent based upon District staffing needs and the amount of external funding available.
- Release time may be agreed upon on an annual basis with a contract addendum as part of the liaison's contract or employment summary.
- No more than one (1) release time agreement can be issued per RG.

# Committee Chair:

The Director of Human Resources will chair the committee unless otherwise assigned by the Superintendent. The role of the chair is to facilitate the

# Executive Session



Meeting Date: September 12, 2017

# **Discussion/Action Item:**

<u>FEA Agreement</u> –Discussion and possible action regarding the proposed agreement by and between the Flagstaff Education Association and the Flagstaff Unified School District.

# Call to the Public

# Consent Agenda

# OFFICIAL MINUTES August 22, 2017

A public meeting of the Flagstaff Unified School District Governing Board was convened on August 22, 2017 at the District Administrative Center, 3285 E. Sparrow Avenue, Flagstaff, Arizona.

Ms. Fredericks called the meeting to order at 4:35 pm.

Ms. Kelty made a motion to enter Executive Session pursuant to ARS §38-431.03 (A)(4) for legal advice regarding a personnel matter and to consider the Separation Agreement of District Employee Karen Hughes. Ms. Kozak seconded; motion carried 3-0. The Executive Session for legal advice ended at 5:15 pm.

Following a 15 minute break, Ms. Fredericks called the regular meeting to order at 5:30 pm. This was followed by a Moment of Silence and the Pledge of Allegiance.

Roll Call:

**Board Member** 

Ms. Christine Fredericks, President

Ms. Kara Kelty, Clerk

Dr. Carole Gilmore, Member (arrived at 5:30 pm)

Absent Dr. Carol Haden, Member

Ms. Kathryn Kozak, Member

**Administrative Staff** 

Mr. Michael 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

Ms. Fredericks moved to adopt the agenda as submitted. Ms. Kozak seconded; motion carried 4-0.

5 people signed the guest register

# **PRESENTATIONS**

An online presentation was provided by Dawn Adams, BoardDocs eGovernance Specialist. Board questions were answered by Ms. Adams and Mr. Penca.

Ms. Fredericks made a motion to approve the Separation Agreement as discussed in Executive Session and authorized the Board President to sign. Ms. Kozak seconded; motion carried 3-0. Dr. Gilmore did not vote on this item.

# **CALL TO THE PUBLIC**

# **CONSENT AGENDA**

Dr. Gilmore removed Consent Agenda Items 1, 2, and 7. Ms. Kelty removed Consent Agenda Item 8. The Consent Agenda included the following:

- 1. Minutes of the Regular Meeting held on August 8, 2017
- 2. Minutes of the Special Meeting held on August 15, 2017
- 3. Vouchers: AD718B17; AD710A17; AD725A18; AX7140C17; AD804A18; AX710A17; AD712A17; AD725B18; AD720B17; 014; 213; 214; 215; (Detailed information is available upon request)
- 4. Monetary Donations: Dorrance Scholarship Program, LLC \$2,750.00 for Robotics at Coconino High School
- 5. Gifts and Donations: Twelve Praying Mantis Kits valued at \$180.00 from Ron Beauchame for elementary science teachers
- Student Activities Treasurer and Assistant Treasurers for Fiscal Year 2018
- 7. Closure of Leupp Student Activities Bank Account
- 8. Resignations, appointments, retirements, releases from contract, leaves of absence and substitutes:

RESIGNATIONS, TERMINATIONS

Administration:

Certified:

Licensed Professionals:

Hughes, Karen CHS, Counselor, Effective 8/18/2017

Classified:

Fawbush, Maryssa: Cromer; FACTS Caregiver, Effective 8/1/2017

Garneau, Johanna: Knoles; Instructional/General Aide; Effective 6/30/2017 Rowley, Karen: FHS; Hearing Impaired Intervener; Effective 6/30/2017 Sinagua MS; SPED Parapro; Effective 7/26/2017 DeMiguel; FACTS Caregiver; Effective 8/1/2017 DeMiguel; FACTS Caregiver; Effective 8/2/2017 Thomas; Transition Kinder Aide; Effective 6/1/2017

Guyer, Jennifer: Puente De Hozho; Parapro; Effective 6/30/2017

Stevens, Jane: Exceptional Student Services; Sign Language Interpreter;

Effective 7/24/2017

Smith, Dayne: FHS; SPED Parapro; Effective 6/30/2017

Deegan, Marylee: Sinagua MS; SPED Parapro; Effective 6/30/2017

Other:

APPOINTMENTS \*Salaries noted for some new hires are based on current verified information at time of preparation of this agenda. Salaries may be subject to change, as more information is received /verified by Human Resources.

Administration:

**Licensed Professionals:** 

Blaauw, Gina: Occupational Therapist; DeMiguel & Thomas; 1.0 FTE;

\$53,654; Effective 8/8/2017

Titus, Kelly: Exceptional Student Services/Marshall; Speech-Language Pathologist; 1.0

FTE; \$53,254; Effective 8/8/2017

Certified:

Doneski-Nicol, Janis: Exceptional Student Services; Assistive Technology Specialist;

.8 FTE; \$39,445; Effective 8/15/2017

Giertych, Toni: MEMS; Fit Kids Teacher; 1.0 FTE; \$33,933; Effective 8/10/2017 Hatch, Dawn: Exceptional Student Services/FHS; Nurse Sen Comm. Program;

1.0 FTE; \$34,871; Effective 8/8/2017

Marks, Darrell: FHS; Native American Academic Advisor; 1.0 FTE; \$34,871; Effective

8/8/2017

Meyer, Sierra: Exceptional Student Services/Marshall; Nurse Cross Categorical

Program; 1.0 FTE; \$35,221; Effective 8/8/2017

Pennington, Jeremy: FHS; SPED Teacher (Behavior Support); 1.0 FTE; \$41,692; Effective

8/8/2017

Polin, Rachael: MEMS; SPED Teacher (TIA Program); 1.0 FTE; \$38,083; Effective

8/8/2017

Schwartz, Laura: Knoles; Art Teacher; 1.0 FTE; 1.0 FTE; \$34,683; Effective 8/3/2017

Smith, Tyler: Summit High School; Fit Kids Teacher; 1.0 FTE; \$37,927; Effective 8/3/2017;

Classified:

Aldridge, Morgan: Sinagua MS/Little Ropers Childcare Center; Instructional Assistant;

15 hours/week; \$11.36/hour; 9 month calendar;

Effective 8/10/2017

Borders, Samantha: Sinagua MS/SPED Parapro; 31.75 hours/week; \$11.30/hour;

9 month calendar; Effective 8/10/2017

Christian, Kyle: Knoles; FACTS Team Leader; 37.5 hours/week; \$13.33/hour;

9 month calendar; Effective 8/10/2017

Corcoran, Mary: FHS; Library/Media Assistant; 25 hours/week; \$11.30/hour;

9 month calendar; Effective 8/10/2017

Dankert, McKenzie: FHS; Instructional Aide (Business/Graphic/Web Design Programs

& Inked Up Printing); 25 hours/week; \$10.83/hour; 9 month

calendar: Effective 8/10/2017

Davis, Vanessa: Sechrist; Health Instructional Aide (Fit Kids); 40/hours/week; \$11.81/hour;

10 month calendar; Effective 8/10/2017

Flood, Stephanie: Leupp; Library/Media Assistant; 32 hours/week; \$11.30/hour;

9 month calendar; Effective 8/9/2017

Florek, Amber: Curriculum & Instruction; Textbook Account Clerk; 40 hours/week;

\$12.99/hour; 12 month calendar; Effective 8/7/2017

Goldberg, Danielle: FHS; Instructional Assistant/Eagles Crest Childcare Center;

27.5 hours/week; \$10.83/hour 9 month calendar;

Effective 8/10/2017

Gomez, Karin: MEMS; SPED Parapro; 31.75 hours/week; \$11.30/hour; 9 month

calendar; Effective 8/11/2017

Gordon, Ana: Sechrist; FACTS Caregiver; 8 hours/week; \$10.50/hour; 9 month

calendar; Effective 8/10/2017 and Sechrist; SPED Parapro (Preschool); 30.75 hours/week; \$11.81/hour; 9 month calendar; Effective 8/10/2017

Hancock, Natalie: Exceptional Student Services/Marshall; Speech Language Pathology

Assistant; 22.5 hours/week; \$16.75/hour; 9 month calendar;

Effective 8/10/2017

Heiniemi, Lora "Stella": Transportation; Bus Driver; 40 hours/week; \$13.66/hour; 9 month

calendar; Effective 8/10/2017

Hill, Jennifer: CHS; Registrar; 40 hours/week; \$12.97/hour; 12 month calendar;

Effective 8/26/2017

Kennedy, Pamela: Marshall; SPED Parapro (Cross Cat Program); 30.75 hours/week;

\$12.39/hour; 9 month calendar; Effective 8/11/2017

Kuche, Lyndsey: Sechrist; General Aide/RTI (Response to Intervention); 27.5 hours/week;

\$11.36/hour; 9 month calendar; Effective 8/10/2017

Lawler, Britney: Cromer; FACTS Team Leader; 37.5 hours/week; \$12.99/hour;

9 month calendar; Effective 8/10/2017

Ludwig, Courtney: FHS; Instructional Assistant/Eagles Crest Childcare Center;

27.5 hours/week; \$10.83/hour; Effective 8/10/2017

Moss, Claudia: Marshall; SPED Parapro (Cross Cat Program); 30.75 hours/week;

\$11.81/hour; 9 month calendar; Effective 8/11/2017

Nelson, Stormie: Sechrist; SPED Parapro (BSP Program); 32.75 hours/week; \$11.81/hour; 9

month calendar; Effective 8/10/2017

Pennington, James: Sechrist; Crossing Guard; 8.25 hours/week; \$10.52/hour; 9 month

calendar; Effective 8/11/2017

Sechrist; General Aide; 9.25 hours/week; \$10.83/hour; 9 month

calendar; Effective 8/11/2017

Ramirez, Miguel: FHS; SPED Parapro (Bridges Program); 31.75 hours/week; \$11.30/hour; 9

month calendar; Effective 8/10/2017

Reader, Kayla: Kinsey; 21st Century Community Learning Center Site

Facilitator; 15 hours/week; \$16.26/hour; 9 month calendar;

Effective 8/10/2017

Richardson, Summer: Killip; FACTS Site Manager; 29.5 hours/week; \$11.30/hour;

9 month calendar; Effective 8/2/2017

Rosell, Roger: Facility Services/Maintenance; Carpenter; 40 hours/week; \$17.67/hour; 12

month calendar; Effective 8/14/2017

Ruiz-Nielsen, Ana: Sinagua MS; SPED Parapro; 31.75 hours/week; \$11.81/hour;

9 month calendar; Effective 8/14/2017

Schlinger, Amanda: FHS; Attendance Secretary; 40 hours/week; \$12.39/hour;

10 month calendar; Effective 7/31/2017

Schoech, Chelsea: Knoles; FACTS Caregiver; 29.5 hours/week; \$11.30/hour; 9 month

calendar; Effective 8/10/2017

Sifling, Michael: CHS and Districtwide as needed; School Security Officer; 40 hours/week;

\$30.00/hour; 10 month calendar; Effective 8/4/2017

Simmons, Angela: Knoles; SPED Parapro; 30.75 hours/week; \$11.81/hour; 9 month

calendar; Effective 8/10/2017

Smith, Kaylee: CHS; Team Leader TSW; 31.5 hours/week; \$12.99/hour; 9 month calendar;

Effective 8/10/2017

Stokley, Abigail: Sinagua MS; SPED Parapro; 31.75 hours/week; \$11.81/hour; 9 month

calendar; Effective 8/16/2017

Szikszai, Justyce: Cromer; SPED Parapro; 30.75 hours/week; \$11.30/hour; 9 month calendar;

Effective 8/10/2017

Sutton, Desirea: CHS; SPED Parapro; 31.75 hours/week; \$11.81/hour; 9 month calendar;

Effective 8/10/2017

Tripp, Courtney: Sechrist; FACTS Site Manager; 29.5 hours/week; \$11.57/hour; 9 month

calendar; Effective 8/10/2017

Tripp, Taylor: DeMiguel & Thomas; FACTS Caregiver; 19 hours/week; \$10.50/hour; 9

month calendar; Effective 8/14/2017

Whiting, McKenzie: Thomas & Kinsey; Speech Language Pathology Assistant (SLP-A);

37.5 hours/week; \$16.35/hour; 9 month calendar;

Effective 8/10/2017

Wingler, Gabrielle: FHS; SPED Parapro; 31.75 hours/week; \$12.10/hour; 9 month calendar;

Effective 8/10/2017

Winters, Katharine: Killip; FACTS Caregiver; 6 hours/week; \$10.50/hour; 9 month calendar;

Effective 8/15/2017

Wofford, Justina: Transportation; Bus Driver; 40 hours/week; \$13.66/hour; 9 month

calendar; Effective 8/10/2017

Student Workers:

Camp Colton:

Beekman, Jessica: Program Assistant/Night Counselor: \$157.50/15 hour shift

Environmental Education Instructor; \$97.00/9 hour shift

Effective 8/14/2017

Garvey, Evan: Nurse; \$483.50/24 hour shift; Effective 8/14/2017 Karlsgodt, LeaAnn: Cook; \$165/11 hour shift; Effective 8/4/2017

Kennedy, Kevin: Environmental Education Instructor; \$97.00/9 hour shift;

Effective 8/14/2017

Kinback, Steven: Program Assistant/Night Counselor: \$157.50/15 hour shift;

Effective 7/25/2017

Environmental Education Instructor; \$97.00/9 hour shift;

Effective 8/2/2017

Kinney, Johnathan: Program Assistant/Night Counselor: \$157.50/15 hour shift;

Effective 8/14/2017

Environmental Education Instructor; \$97.00/9 hour shift;

Effective 7/31/2017

LeFevre, Judith: Environmental Education Instructor; \$97.00/9 hour shift;

Effective 8/3/2017

Ritchie, Samantha: Program Assistant/Night Counselor: \$157.50/15 hour shift;

Effective 8/14/2017

Environmental Education Instructor; \$97.00/9 hour shift;

Effective 7/31/2017

Skaggs, Kyra: Environmental Education Instructor; \$97.00/9 hours shift;

Effective 8/2/2017

**Enrichment Skills Trainers:** 

Returning Retirees (Temp Positions):

Coach/Sports Officials/Sports Event Workers:

Guarino, Antonio CHS; Head JV Volleyball Coach; Effective 8/1/2017 – 11/10/2017; \$1600.00 Thompson, Mike: CHS; Assistant Varsity Football Coach; Effective 8/14/2017 – 11/10/2017;

\$1800.00

Temporary Assignment:

Volunteers:

Bartlow, Ron: Thomas; First Lego League Robotics Team Coach

Betoney, Billy III: FHS; JV Football

Portillo, Marisol Arroyo: CHS; Transition School to Work Program volunteer

Shiels, Jann: Thomas; Kindergarten classroom volunteer

Singleton, Chris: FHS; JV Football Assistant

Smith, Robert: FHS; Culinary Arts and Football volunteer

Other:

**RETIREMENT** 

The following administrator(s)/teacher(s)/support staff are requesting to retire from the District:

Administrative:

Certified: Classified:

Ohl, Jerry: Facilities Service/Maintenance; Supply Coordinator; Effective 9/15/2017.

Will not participate in the Phased Retirement Program.

# **RELEASE OF CONTRACT**

The following administrator(s)/teacher(s)/support staff are requesting to be released from their contract:

Administrative:

Certified:

Classified:

LEAVE OF ABSENCE

The following administrator(s)/teacher(s)/support staff are requesting a Leave of Absence from the District:

Administrative:

Certified:

Classified:

**QUALIFIED EVALUATORS:** 

**NEW HIRE SUBSTITUTES** 

Substitute Teachers:

Jacqueline Funk; Suzanne Jacobsen; Lorenz Otzen III; Rebecca Cox; Thomas Holtje; Anne Davidson; Diane Saganey; Briley Belling; Laura Alonso Paez; Christine Jacobs; Taylor Folino Substitute Aides: Alison Dantlzer; Courtney Galvan; Erica Strobel; Roger Andreason

Ms. Kozak moved to approve Consent Agenda Items #3, #4, #5, and #6 as submitted. Ms. Fredericks seconded; motion carried 4-0.

Consent Agenda Item #1: Dr. Gilmore said the minutes indicate that Mr. Contente-Cuomo would report to the Board on whether someone could remove something from the Consent Agenda without a second. She said the Board received his response by email and read it for the benefit of the public. She said she disagrees with his opinion and would like the county attorney to provide his opinion. Dr. Gilmore said that on page 11 of the minutes, it should say that she voted nay on Discussion/Action Item #2.

Dr. Gilmore moved to approve Consent Agenda Item #1 as corrected. Ms. Kozak seconded; motion carried 4-0.

Consent Agenda Item #2: Dr. Gilmore said that under information items, it should be C-CAP not C-PAP. She also asked that the minutes reflect that she requested a discussion on prioritizing agenda items to be an agenda item on the August 22<sup>nd</sup> meeting.

Dr. Gilmore moved to approve Consent Agenda Item #2 as corrected. Ms. Kelty seconded; motion carried 4-0.

Consent Agenda Item #7: Ginger Stevens explained that this account was in use when Leupp had middle school students but since they no longer have middle school students, the account has not been used. She said that the money will be transferred to Leupp's auxiliary bookstore account.

Ms. Fredericks moved to approve Consent Agenda Item #7 as submitted. Ms. Kelty seconded; motion carried 4-0.

Consent Agenda Item #8: Ms. Kelty asked if the Native American Advisor was a new position. Ms. Anderson said that it is not and this appointment is to replace a resignation.

Ms. Kelty moved to approve Consent Agenda Item #8 as submitted. Ms. Kozak seconded; motion carried 4-0.

# **STUDENT TRAVEL**

# **PRESENTATIONS**

# 1. Excellence in Financial Reporting

Mr. Walmer introduced Ginger Stevens, Director of Accounting. Ms. Stevens introduced Christy Davis, Donna Derryberry, Jan Dufek, Debbie Schill, Kim Aringdale, and Becki Smith. Ms. Stevens acknowledged all of the Business Office staff for their work and receipt of the Excellence in Financial Reporting award from the Government Finance Officers Association and the Association of School Business Officials International for the fiscal year ended June 30, 2016. This is the seventh year in a row the Business Office has received these awards.

# 2. Superintendent's Report

Mr. Penca reviewed his written report. His report included an overview of the Arizona School Boards Association webinar on advocacy that he participated in on August 14, 2017.

# 3. FUSD Highlights

Ms. Eberhard provided a PowerPoint presentation on good news stories from around the District.

# 4. Curriculum and Instruction Report

Ms. Walton reviewed the draft schedule for presentations to the Board during the 2017-18 school year.

- 5. <u>Finance and Budget Report</u> (no report)
- 6. Operations and Support Services Report

Mr. Kuhn provided a report on progress of the Flagstaff High School Welding Lab remodel project. He answered questions regarding the procurement schedule that the Board had requested.

# 7. <u>Human Resources Report</u>

There were no questions regarding Ms. Anderson's written report.

# 8. <u>Governing Board Members' Report</u>

Board Members reported on various activities, conferences and meetings they have attended.

# **GENERAL ADMINISTRATION: DISCUSSION/ACTION ITEMS**

# 1. Willow Bend IGA

Ms. Fredericks moved to approve the Intergovernmental Agreement with Willow Bend for environmental education during the 2017-18 school year. Ms. Kelty seconded; motion carried 4-0.

# 2. Purchase of iPads for Elementary Refresh Phase 2

Ms. Kelty moved to approve the purchase of iPads, with associated cases, for elementary, staff and administrator iPad refresh. Ms. Kozak seconded; motion carried 4-0.

# 3. Approval of Indian Education Policies and Procedures

Ms. Fredericks moved to approve the District's Indian Education Policies and Procedures, including those changes approved subsequent to August 22, 2017. Ms. Kelty seconded; motion carried 4-0.

# 4. Driver Education Program Automobile Use Agreement

Ms. Fredericks moved to approve the Automobile Use Agreement with Findlay Automotive of Arizona for the 2017-18 school year. Ms. Kozak seconded; motion carried 4-0.

# 5. <u>Policy Revision BBBA</u>

Ms. Kozak questioned if an employee of an organization that has an intergovernmental agreement with the District can serve on the Governing Board.

Ms. Kelty moved to table the first reading of revisions to Policy BBBA Board Member Qualifications pending an answer to Ms. Kozak's question. Ms. Fredericks seconded; motion carried 4-0.

# 6. <u>Policy Revision EEAEA</u>

Ms. Kozak moved to approve the first reading of revisions to Policy EEAEA Bus Driver Requirements, Training, and Responsibilities as submitted and recommended by Arizona School Boards Association Policy Services. Ms. Fredericks seconded; motion carried 4-0.

# 7. Policy Revisions IJJ, IKE-RB, JFAA, JFABC, and JFB

Regarding Policy JFB Open Enrollment, Dr. Gilmore asked if a month should be included in place of the blanks indicating when application forms must be submitted.

Ms. Kelty moved to table the first reading of revisions to Policy JFB Open Enrollment pending an answer to Dr. Gilmore's question. Ms. Kozak seconded; motion carried 4-0.

Ms. Fredericks moved to approve the first reading of revisions to Policies IJJ Textbook / Supplementary Materials Selection and Adoption, IKE-RB Promotion and Retention of Students, JFAA Admission of Resident Students, and JFABC Admission of Transfer Students, as submitted and recommended by Arizona School Boards Association Policy Services. Ms. Kelty seconded; motion carried 4-0.

# 8. ASBA Bylaws

Board Members did not identify any suggested changes to ASBA's bylaws.

# 9. <u>Meeting Dates</u>

# **INFORMATION ITEMS**

# 1. <u>Future Agenda Items</u>

Board Members indicated items they would like placed on a future agenda. Their requests included establishing and prioritizing agenda items; a list of all Board and Administrative committees; a review of the draft agenda for the September 19<sup>th</sup> retreat; and a report on the Alpine and Puente programs.

**ADJOURNMENT OF REGULAR MEETING** – The meeting was adjourned at 7:03 pm.

Signature	Date	Signature	Date
Signature	Date	Signature	Date
	 Signature	 Date	

#### **OFFICIAL MINUTES**

# September 5, 2017

The Governing Board of the Flagstaff Unified School District Number One, Coconino County, Flagstaff, Arizona held a Special Meeting on September 5, 2017 at the District Administrative Center, 3285 E. Sparrow Avenue, Flagstaff, Arizona.

Ms. Kelty called the meeting to order at 5:00 pm. This was followed by a Moment of Silence and the Pledge of Allegiance.

#### Roll Call:

#### **Board Members**

Ms. Christine Fredericks, President (arrived at 5:24 pm)

Ms. Kara Kelty, Clerk

Dr. Carol Haden, Member

Dr. Carole Gilmore, Member

Ms. Kathryn Kozak, Member

# Administrative Staff

Mr. Michael A. Penca, Superintendent

Mr. Robert Kuhn, Assistant Superintendent

Ms. Mary K. Walton, Assistant Superintendent

Mr. Scott Walmer, Director of Finance

Absent Ms. Dawn Anderson, Director of Human Resources

Ms. Karin Eberhard, District Relations Coordinator

Ms. Kim Branges, Executive Assistant

Dr. Gilmore requested that the Executive Session for test scores be moved after the Call to the Public and that the remaining items not be addressed because she feels the additional items are in violation of the Open Meeting Law.

Ms. Kelty moved to enter Executive Session for legal advice at 5:04 pm pursuant to A.R.S. §38-431.03(A)(3) for clarification on special meeting agendas. Ms. Kozak seconded; motion carried 4-0. The Executive Session for legal advice ended at 5:08 pm and the public meeting was reconvened.

Dr. Gilmore made a motion that the Executive Session for test scores be moved before Presentations and that the remaining items not be discussed this evening. Ms. Kelty seconded; motion failed with Ms. Kelty and Dr. Gilmore voting aye; and Dr. Haden and Ms. Kozak voting nay.

Ms. Kozak made a motion to enter Executive Session at 5:13 pm pursuant to A.R.S. §38-431.03(A)(3) and (4) for discussion or consultation with its attorney(s) for legal advice and in order to consider its position regarding the proposed agreement for an administrative hearing matter (18C-001-ADE). Dr. Haden seconded; motion carried 4-0. The Executive Session ended at 5:50 pm and the public meeting was reconvened.

Ms. Kozak moved to enter executive session for legal advice at 5:51 pm pursuant to A.R.S. §38-431.03(A)(3) for clarification on special meeting agendas. Ms. Kelty seconded; motion carried 5-0. The Executive Session ended at 5:54 pm and the public meeting was reconvened.

Ms. Fredericks moved to approve the Settlement Agreement reviewed by the Governing Board in tonight's executive session and pertaining to administrative hearing matter (18C-001-ADE). Ms. Kozak seconded; motion carried 5-0.

# **CALL TO THE PUBLIC**

### **PRESENTATIONS**

- 1. Draft Retreat Agenda Mr. Penca reviewed the draft agenda and his planning meetings with the retreat facilitator.
- 2. Flagstaff High School Welding Lab Mr. Kuhn provided an update on the progress of the remodel project of the Flagstaff High School Welding Lab. He said construction is on track.

# **DISCUSSION/ACTION ITEMS**

# 1. CCESA IGA

Ms. Kelty moved to approve the Agreement with Coconino County Education Service Agency for the Healthy Families, Healthy Youth programming and training. Ms. Kozak seconded; motion carried 5-0.

# 2. FACTS Contract for Services

Ms. Kozak moved to approve the 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 afterschool program. Ms. Kelty seconded; motion carried 5-0.

# 3. Policy Revision BBBA

Mr. Penca reported that an employee of an organization that has an intergovernmental agreement with the District can serve on the Governing Board if that employee doesn't provide direct services

to the District.

Ms. Kozak moved to approve the first reading of revisions to Policy BBBA Board Member Qualifications. Ms. Fredericks seconded; motion carried 5-0.

# 4. Policy Revision JFB

Dr. Gilmore suggested that on page 34 in the Exception paragraph that the word "shall" be changed to "may".

Ms. Kozak made a motion to amend the revision that the word "shall" be changed to "may", contingent on what statute says. Dr. Gilmore seconded; motion carried 5-0.

Ms. Kozak moved to approve the first reading of revisions to Policy JFB Open Enrollment as amended. Dr. Haden seconded; motion carried 5-0.

# **INFORMATION ITEMS**

Dr. Gilmore requested that Agendas be on the September 12, 2017 agenda as an action item. Ms. Kelty requested quarterly meetings with the Superintendent to discuss his annual goals.

# **EXECUTIVE SESSION**

Ms. Kelty made a motion to convene in executive session at 6:26 pm, 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. Dr. Haden seconded; motion carried 5-0. The Executive Session ended at 7:50 pm and the public meeting was reconvened.

## WORKSESSION

Ms. Kozak moved to table this item and that it return as an action item. Dr. Gilmore seconded; motion carried 5-0.

<u>ADJOURNMENT OF SPECIAL MEETING</u> – Ms. Kozak moved to adjourn at 7:59 pm. Dr. Haden seconded; motion carried 5-0.

Signature	Date	Signature	Date
Signature	Date	Signature	Date
	Signature	 Date	

# CURRENT VOUCHERS AS OF SEPTEMBER 06,2017 TOTALS FOR BOARD MEETING DATED SEPTEMBER 12, 2017

Accounts Payable	DS706A17	7/12/2017	420,903.03	Carole Gilmore
Accounts Payable	DS718A17	7/25/2017	320,426.26	Carole Gilmore
Accounts Payable	DS724A17	7/25/2017	322.23	Carole Gilmore
Accounts Payable	DS725A17	7/26/2017	240,031.14	Carole Gilmore
Accounts Payable	DS707A17	7/12/2017	197,137.31	Carole Gilmore
Accounts Payable	DS717A18	7/17/2017	450.00	Carole Gilmore
Accounts Payable	DS727A18	7/31/2017	73,541.67	Carole Gilmore
Accounts Payable	AD814A18	8/14/2017	273,899.87	Carole Gilmore
Accounts Payable	AD810A17	8/10/2017	53,891.33	Carole Gilmore
Accounts Payable	AD821A18	8/21/2017	364,088.34	Carole Gilmore
Accounts Payable	AD823A17	8/23/2017	147,067.69	Carole Gilmore
Accounts Payable	AX809B18	8/9/2017	49,069.53	Carole Gilmore
Accounts Payable	AD807A18	8/7/2017	131,303.16	Carole Gilmore
Accounts Payable	AX809B17	8/9/2017	3,057.22	Carole Gilmore
Auxiliary	AX809A18	8/9/2017	3,385.63	Carole Gilmore
Auxiliary	AX809A17	8/9/2017	285.68	Carole Gilmore
Auxiliary	AD816A18	8/16/2018	72,469.16	Carole Gilmore
Auxiliary	AD811A17	8/11/2017	84,865.92	Carole Gilmore
Auxiliary	AD811A18	8/11/2017	4,638.36	Carole Gilmore
Payroll	015	8/14/2017	782,546.05	Carole Gilmore
Payroll	313	6/30/2017	1,257,649.94	Carole Gilmore
Payroll	315	8/11/2017	8,995.54	Carole Gilmore
. 43.00	0.0	5, 11,2511	3,000.01	34.0.0 3010

#### **Associated Students Activity Fund**

#### June 30, 2017

	<u>C</u>	ash Balance
Leupp School	\$	933.98
Mount Elden Middle School	\$	8,092.19
Sinagua Middle School	\$	12,858.65
Flagstaff High School	\$	185,772.90
Coconino High School	\$	145,981.11
<u>TOTAL</u>	<u>\$</u>	353,638.83

Ginger L. Wischmann
Student Activities Treasurer

#### **MONETARY GIFTS & DONATIONS**

#### August 11 through September 1, 2017

Date	Contributor	Amount	Purpose	School/Site
8/11/2017	Charities Aid Foundation America	\$20,000.00	Sports Equipment & Coach Stipends	Leupp School
8/17/2017	Northern Arizona Healthcare/Flagstaff Medical Center	\$110,377.00	FitKids Program	Districtwide
8/23/2017	Elizabeth A. Acree	\$100.00	Karlyn Heilman Donations	Coconino High School
8/23/2017	Clifford G. and Lynn Thorsrud Nystrom	\$25.00	Karlyn Heilman Donations	Coconino High School
8/28/2017	The Kula Foundation	\$2.60	Student Supplies	Flagstaff High School
8/28/2017	Commemorative Brands, Inc./Balfour	\$1,500.00	Registration & Teacher Appreciation	Flagstaff High School
8/28/2017	Wells Fargo Community Support	\$65.00	Student Supplies	Flagstaff High School
8/30/2017	Killip Elementary School PTO	\$1,186.55	Laptop Cart	Killip Elementary School
8/30/2017	City of Flagstaff	\$2,500.00	Mural	Summit High School
9/1/2017	DeMiguel Elementary School PTO	\$5,500.00	Accelerated Reading Program	DeMiguel Elementary School
9/1/2017	Flagstaff Arts Council	\$1,250.00	Graphing Calculators	Coconino and Flagstaff High Schools

\$142,506.15

#### **BOARD SUMMARY**

MEETING DATE: September 12, 2017

ACCEPTANCE OF GIFTS TO DISTRICT

**EXECUTIVE SUMMARY:** 

Donations to the District include the following:

RECIPIENT	DONOR	ITEM	DONOR VALUE
SMS - ESS	Stephen & Sylvia Blanchard	Superstand Youth	\$2,000
FHS	Susan Morley	5 Drawer Lateral File Cabinet	\$450

RECOMMENDED ACTION: Move to accept Gifts to District

## FUSD Governing Board Meeting AGENDA September 12, 2017 HUMAN RESOURCE SUMMARY

#### **RESIGNATIONS/TERMINATIONS**

#### **ADMINISTRATION**

#### CERTIFIED

NAME	LOCATION	TITLE	EFFECTIVE DATE
Hatch, Dawn	FHS	Sensory Communication/Nurse	8/20/2017
Trainor, Kris	Districtwide	Teacher of the Hearing Impaired	8/7/2017

#### LICENSED PROFESSIONAL

#### **CLASSIFIED**

NAME	LOCATION	TITLE	EFFECTIVE DATE
Ashcroft, Theresa	DeMiguel	General/Kindergarten Aide	8/24/2017
Benally, Darrien	CHS	Band Instructional Aide	8/29/2017
Castro, Nicolas	FHS/TIA	Paraprofessional	6/2/2017
Goldberg, Danielle	FHS	Instructional Aide (Eagles Crest)	8/30/2017
Kies, Gretchen	Sinagua MS	Instructional Aide (Little Ropers)	8/25/2017
Lawler, Britney	Cromer	FACTS Team Leader	9/5/2017
Moss, Claudia	Marshall	SPED Paraprofessional	9/8/2017
Winski, Cathryn	Thomas	FACTS Team Leader	9/12/2017
Wofford, Justina	Transportation	Bus Driver	8/21/2017

#### **OTHER**

#### **APPOINTMENTS**

\*Salaries noted for some new hires are based on current verified information at time of preparation of this agenda. Salaries may be subject to change, as more information is received/verified by Human Resources

#### **ADMINISTRATION**

#### CERTIFIED

NAME	LOCATION	TITLE	FTE	SALARY	EFFECTIVE
					DATE
11 D :			T	404 600	0/00/00/
Hauer, Denise	Marshall	Program Specialist	1.0	\$31,683	8/28/2017

#### LICENSED PROFESSIONAL

#### **CLASSIFIED**

NAME	LOCATION	TITLE	HOURLY RATE	HOURS PER WEEK	EFFECTIVE DATE
Amante, Jessica	Knoles	FACTS Caregiver	\$10.50	19	9/5/2017
Barnhart, Andrea	DeMiguel	Kindergarten Aide	\$11.11	18.75	8/21/2017
Beecroft, Laura	DeMiguel	Kindergarten & General Aide	\$10.83	18.75	8/23/2017
Clark, Susan	Business/Support	Payroll Clerk	\$16.57	40	9/25/2017
Clayton, Staci	Sechrist	SPED Parapro	\$11.81	9.25	8/21/2017
Chacon, Jesus	Knoles	FACTS Caregiver	\$10.50	18	8/28/2017
Del Valle, Maria	Puente De Hozho	Bilingual Immersion Assistant	\$11.81	32	8/16/2017
Garcia, Lorraine	FHS/Eagles Crest	Instructional Assist.	\$11.62	9	9/5/2017
Giacomelli, Crystal	Sinagua MS	Little Ropers Assist.	\$11.36	27.5	8/22/2017
Gragnano, Joseph	Cromer	FACTS Caregiver	\$10.50	15	8/28/2017
Guerrero, Joel	Killip	Home School Coordinator	\$15.10	29.5	8/28/2017
Hester, Jackson	CHS	TSW Pgm. Secretary	\$13.98	37.5	8/21/2017
Howe, Erin	Sinagua MS	Little Ropers Assist.	\$11.36	27.5	8/22/2017
Keegan, Colleen	Cromer	Kinder Assist.	\$10.83	20.5	8/29/2017
Lindseth, Kandice	Sechrist	SPED Parapro	\$11.81	30.75	9/5/2017
Lom, Rosa	Sinagua MS	Little Roper Assist.	\$11.11	20	8/30/2017
McCarthy, Madeline	Marshall	SPED Parapro	\$11.30	9	8/17/2017
McGowen, Kaley	DeMiguel	FACTS Caregiver	\$10.50	18	8/29/2017
Marandola, Phillip	Sinagua MS	SPED Parapro	\$11.81	31.75	8/31/2017
Markham, Macey	Sechrist	SPED Parapro	\$11.30	27.75	9/5/2017

Mazza, Natividad	Sinagua MS	SPED Parapro	\$11.30	31.75	8/10/2017
Norton, Mary	Thomas	Instructional Aide	\$10.83	27	9/7/2017
Patten, Teena	Thomas	Instructional Aide	\$10.83	27	8/28/2017
Pressley, Liliana	FHS	Eagles Crest Assistant	\$11.36	27.5	8/28/2017
Schaffer, Trystin	Cromer	FACTS Team Leader	\$13.95	37.5	8/24/2017
Schraan, Rachel	SMS	SPED Parapro	\$11.30	31.75	8/28/2017
Strobel, Erica	Thomas	SPED Parapro	\$11.30	30.75	8/21/2017

#### STUDENT WORKERS

#### **CAMP COLTON**

NAME	Title	SALARY	EFFECTIVE DATE
Bundy, Nicole	Environmental	\$97/9 hour	8/28/2017
	Education	shift	
	Instructor		
Ly, Michelle	Environmental	\$97/9 hour	9/5/2017
	Education	shift	
	Instructor		
Smith, Sarah E.	Environmental	\$97/9 hour	9/6/2017
	Education	shift	
	Instructor		

#### **ENRICHMENT SKILLS TRAINERS**

#### **RETURNING RETIREES (TEMP POSITIONS)**

#### **TEMPORARY ASSIGNMENT**

#### **VOLUNTEERS**

NAME	LOCATION	TITLE
Benford, Andrew	CHS	Cross Country/Track
Camou, Astrid	CHS	TSW Program
DelGiorgio, Joe	FHS	Golf Team
Garrison, Michael	Thomas	Lego Robotics
Mortensen, Heidi	DeMiguel	PBIS
Tuck, James Allen	Sechrist	Schoolwide
Vevellen, Margaret	Kinsey	Classroom; playground
Waltner, Joe	MEMS/Puente	Schoolwide
Witherspoon, Angela	FHS	Girls' Basketball Program
Whipple, Lee	CHS	Chess Club

#### COACH/SPORTS OFFICIALS/SPORTS EVENT WORKERS

NAME	LOCATION	TITLE	EFFECTIVE DATE
Calahan, Adam	CHS	Sports Event Worker	8/29/2017
Gamble, Connor	FHS	Student Event Worker	8/21/2017

#### **EXTRA DUTY ASSIGNMENTS**

The following individuals are already employed with the District and are being assigned to an extra duty and will receive the associated stipend.

NAME	EXTRA DUTY ASSIGNMENT	SCHOOL	SPRING/FALL	AMOUNT
Komada, Tom	STEM Program Support	Killip	All year	\$2,500
Harmon, John	Bike Club	Summit	Spring	\$500
Harmon, John	Bike Club	Summit	Fall	\$500
Shupak, Carole	Dept. Chair-SPED	SMS	All Year	\$900
Jones, Holly	Dept. Chair-PE	SMS	All year	\$700
Villegas, Veronica	Dept. Chair-SS	SMS	All Year	\$900
Nelson, Erin	Dept. Chair-Math	SMS	All Year	\$1,100
Stahl, Sara	Dept. Chair-English	SMS	All Year	\$700
Morgan, Heather	Dept. Chair-English	SMS	All Year	\$700
Jenkins, Carrie	Dept. Chair- Science	SMS	All Year	\$1,300
Colvard, Carrie	Combo Music	SMS	All Year	\$2,500
Colvard, Randy	Combo Music	SMS	All Year	\$2,500
Nelson, Erin	Student Council	SMS	All Year	\$500
Morgan, Heather	Student Council	SMS	All Year	\$500
Worssam, Jillian	Yearbook	SMS	All Year	\$2,000
Wertz, Kathryn	NJHS Advisor	SMS	All Year	\$600
Osborne, Erin	NJHS Advisor	SMS	All Year	\$400
Cheney, Bill	Chess Coach	SMS	All Year	\$2,200
Ragan, Tad	TOA	SMS	All Year	\$12,500
Naleski, Sarah	Volleyball	MEMS	1 <sup>st</sup> Team	\$625
Naleski, Sarah	Volleyball	MEMS	2 <sup>nd</sup> Team	\$625
Taylor, Bryan	Soccer	MEMS	Fall	\$625
Baldner-Hathaway, Trevor	Cross Country	MEMS	Fall	\$625
Griffith, Jonathan	Soccer	MEMS	Fall	\$625
Hagerman, Criselle	Volleyball	MEMS	Fall	\$625
Lessley, Ursula	Volleyball	MEMS	Fall	\$600
Baker, Jeanette	Volleyball	MEMS	Fall	\$600
McKay, Tim	MS Band	MEMS	All Year	\$1,800
Good, Jeff	MS Orchestra	MEMS	All Year	\$1,400
Good, Jeff	MS Choir	MEMS	All Year	\$1,400
Frechette, Alexa	NJHS Advisor	MEMS	All Year	\$800
Patton, Lynn	Student Council	MEMS	All Year	\$1,050
Kearns, Robert	Student Council	MEMS	All Year	\$1,050
Dehaven, Christine	Yearbook	MEMS	All Year	\$1,400
Abrams, Lauar	Dept. Chair-CTE	MEMS	All Year	\$900

Petersen, Hesper	Dept. Chair-Math	MEMS	All Year	\$1,000
Penny, Donald	Dept. Chair-PE	MEMS	All Year	\$700
Sawasky, John	Dept. Chair-Science	MEMS	All Year	\$450
Hull, Chris	Dept. Chair-Science	MEMS	All Year	\$450
Collis, Robert	Dept. Chair-SPED	MEMS	All Year	\$900
Irby, Lee	Dept. Chair-SS	MEMS	All Year	\$800
Persinger, Joey	Dept. Chair-English	MEMS	All Year	\$1,000
Slaughter, Cara	TOA	MEMS	All Year	\$12,500
Locke, Brian	CTE-			
Cheney, William	Chess Club	Marshall	All Year	\$1,550
Bacon, Phillip	Photojournalism	Marshall	All Year	\$1,550
MacDonald, Erin	Science Lab/FOSS	Marshall	All Year	\$800
Schwerzel, Andrew	Band Sponsor	CHS	All Year	\$2,000
Schwerzel, Andrew	Orchestra Sponsor	CHS	All Year	\$1,400
Sorden, Diane	CAVIAT Counselor	FHS	Summer	\$2,500
Lyons, Donna	CAVIAT Counselor	CHS	Summer	\$2,500
Pennington, Jeremy	Football, Varsity Asst.	FHS	Fall	\$1,600
Askew, Mitchell	Football, Varsity Asst.	FHS	Fall	\$1,600
Wilson, Cassie	Volleyball, Fresh Head	FHS	Fall	\$1,600
Lopez, Leonard	Softball, Fresh Head	FHS	Fall	\$3,300

#### **SUBSTITUTES**

#### SUSTITUTE TEACHERS

NAME
Trevor Baldner-Hathaway
Zachary Carson
Nihal Sarikaya
Elaine Jim
Sherri Dustin
Gail Lagano
Amelia Blake
Michelle Wolfe Vail
Sarah Smith
Rabecca Lausch
Anne McCabe

#### SUB-AIDES

NAME
Eva Hanson
Glenn Best
Johanna Garneau
Kyrsten Conklin
Matthew Coate
Dakota Collins
Merlissa Gorman
Abigail Kahler

#### **SUB-NURSES**

NAME
Evan Garvey
Sara Shafer
Robin Clark

#### **SUB-CAREGIVERS**

NAME	
Lynette Bybee	

#### **RETIREMENTS**

The following staff are requesting to retire from the District.

**ADMINISTRATION** 

CERTIFIED

LICENSED PROFESSIONAL

#### CLASSIFIED

NAME	LOCATION	TITLE	EFFECTIVE	PHASED
			DATE	RETIREMENT
Lyons, Marc	Facility Services	Electrician II	8/10/2017	No

#### **OTHER**

#### **RELEASE OF CONTRACT**

The following staff are requesting a Leave of Absence from the District

**ADMINISTRATION** 

CERTIFIED

LICENSED PROFESSIONAL

CLASSIFIED

**OTHER** 

#### **LEAVE OF ABSENCE**

#### **ADMINISTRATION**

#### CERTIFIED

NAME	LOCATION	TITLE	EFFECTIVE
			DATE
Bressler, Jannette	Sechrist	2 <sup>nd</sup> Grade Teacher	7/1/2017

LICENSED PROFESSIONAL

CLASSIFIED

OTHER

#### **QUALIFIED EVALUATORS**

D. Anderson09/12/17

## Student Travel

# FLAGSTAFF UNIFIED SCHOOL DISTRICT

Out of State Travel Application

All yearly event applic to a school administra at least 90 days prior t			All opportu	inity trip ed to a so	chool ad	pplications must ministrator and			
			11 -		9	6 4			520

Name of School/Group COCONING High School Cross County of Students 24
Event Woudbridge Cross Country Classic
Destination SilverLakes Sports Complex; Corona, CA
Event Dates September 15, 2017
Travel Dates September 14-16, 2017
Total Days of School Lost Substitute(s) necessary? Yes No
Teacher(s)/Sponsor(s) Shannon Taylor - xc Coach # of Chaperones 4
Is this an AIA event? Yes No If not, describe relationship of trip to curriculum
Summary of the itinerary and activities See Attached form
Means of Transportation: District Vehicles
How have parents been notified? Email, Paper Handouts
Funding Source(s) Tax Credit, fundraising, Booster Club
What assistance is available for students who can't afford to go? Fundraising

FUSD Policy related to Out-of-State Travel must be followed in order to receive approval.



#### Field Trip Travel Application

Please check all that apply:			
In Town Out of T	own North In St.	ateOut of State/	Novernight Novernight
Yearly E  All yearly event applications n to a school administrator and at least 90 days prior to the eve	nust be submitted I the Superintendent ent.	All opportunity trip even be submitted to a school ASAP – preferably at le	administrator and Superintendent ast two weeks in advance.
Teacher /Sponsor_Chnothe	e Japio Dave	Immediate Contact Cell	Phone # 928 - 308 - 3934
Date Form Submitted 8/28	3/17 Date(s) o	of Event 1/20/18	Return Date 1/20/18
Departure Time Noon	/19/18 Arrival Time	4:30 pm School I	Return Time 11:00 PM
Destination Albarage	e, NM, N	lex ben Academy	- ABQ FTC Towns
Name of Group Cocol	uts Robotic	.3	# of Students
List of Chaperones		Emergency Contact Nu	
Susan Gardino		928-310-354	2
Posts Strones Eric Eliazon		928-607-7563	
Means of Transportation:	FUSD Vans		
Is this an AIA event? Yes	No <u>*</u>		
If not, describe relation of trip	to curriculum  Traveling	to help run th	is respone tournament.
How have parents been notified	de Parant MAG	thug 8/30/Cet	ter Home
Funding Source(s) FTC	Entry for	S	
runding source(s)	City ice	011	1 1
What assistance is available for	r students who can't affo	ord to go? Students 9	nly need to proude
Substitute(s) necessary? Yes	No <u>*</u>	All Consessions and an	ust be submitted to the Board
All above information fu	ılly completed.	90 days in advance.	No. 400
Please attach:		at least two weeks in adv	e submitted to the Superintendent
Parent Info Letter Travel itinerary and activity	ties	All In State, Out of Stat	te, and Overnight travel must be ed electronically.
Building Level Administrative	ap toval	Date	30/17
	_	- Daic	

September 12, 2017 Superintendent's approval 85

## Presentations



Meeting Date: September 12, 2017

#### **EXECUTIVE SUMMARY**

Subject:	Presentation by Cocor	earch and Rescue		
Board Goals:	4 and 5			
☐ Action	/Discussion Item	$\boxtimes$	Information Item	

#### **Background and Discussion**

Coconino County Search and Rescue (Coconino County Sheriff's Office) used to present a program at FUSD elementary schools called "Hug a Tree" which taught students what to do in the event that they got lost or had an emergency while in the woods. This program ceased in the 1990's. Two years ago FUSD was approached with the idea of bringing the program back to the schools. After a one year pilot program at Kinsey Inquiry and Discovery School the program has increased the number of schools it is facilitated in and has expanded its curriculum to include Alpine Academy and Camp Colton. This expansion has included lightning safety and higher level issues that pertain to the place-based/expeditionary curriculum now in the k-12. This year they are working with the teachers in the Alpine Institute at FHS to expand the curriculum to high school students.

**Fiscal Impact** 

0

Recommendation to the Board

Presented by: Karin Eberhard – District Relations Coordinator

8/30/2017	7 FUSD Student Counts 2017-18																		
Day 15	Multi/t	otal	PS	KG	1	2	3	4	5	SPED	UE*	6	7	8	9	10	11	12	Sch
Cromer			8	25	23	20	19	25	26										
				24	22	20	21	26	28										
				25	22	18	21	26	27										
	3/4/5 SEI	10		24	23	22	21 6	24 7	28										
	Totals	19	8	98	90	80	88	108	6 115	0	0	0	0	0	0	0	0	C	587
DeMiguel	TOtals		8	21	22	26	25	25	28	4	U	U	U	U	U	U	U		) 301
Dewilguei			10	21	22	26	27	25	29	4									
			10	21	23	27	28	23	28										
				21	23	24	20	20	28										
				20	22	27			20										
				21	22														
	3/4	47					27	20											
	Totals		18	125	134	103	107	93	113	4	0	0	0	0	0	0	0	C	<b>697</b>
Killip			2	20	21	21	22	27	30										
				20	22	20	18	27	26										
				18	21	19	22	27	29										
	1/2				14	3													
	3/4/5 SEI						8	4	5										
	Totals		2	58	78	63	70	85	90	0	0	0	0	0	0	0	0	0	446
Kinsey			13	17	20	21	22	28	24	5									
				17	21	20	22	28	23	9									
	4/0.051	4.4		16	20	21	23		23										
	1/2 SEI	11	40	<b>50</b>	3	8	07	50	70	4.4	0	0	0	0	0	0	0	C	404
Knoles	Totals		13 13	50 23	64 25	70 25	67 30	56 26	70 23	14 18	0	0	0	0	0	0	0	0	<b>404</b>
Knoies			13	23	23	25 25	30	25	26	10									
				22	24	26	29	27	25										
				20	24	24	20	25	27										
	Totals		13		96	100	89	103	101	18	0	0	0	0	0	0	0	C	607
Leupp	1010.10		7	28	26	16	21	23	25		-								
	3/4	9					9	9											
	Totals		7	28	26	16	30	32	25	0	0	0	0	0	0	0	0	0	164
Marshall				11	22	24	26	27	24	9									
				24	24	23	25		24	9									
				24	20	24	26												
				23															
	1/2				11	7													
		15				4	11												
		47						27	20										
		16		0.5		0.0	0.0	7	9	4.6									107
	Totals		0	82	77	82	88	61	77	18	0	0	0	0	0	0	0	0	485

DayStatember 12, 2017 StudentCount2017-18 Day 15 9/782017

	Multi	i/total	PS	KG	1	2	3	4	5	SPED	UE*	6	7	8	9	10	11	12	
Puente	Water	, total		26	24	24	17	20	24	OI LD	OL.	•	•			10		14	
de Hozho				24	24	24	18	23	35										
de Hozho				20	23	17	18	23	33										
				20	23	17	18												
	4/5	11					10	4	7										
	Totals	11	0	70	71	65	71	47	66	0	0	0	0	0	0	0	0	0	390
Cookriet	Totals		× 1	24					24	6	U	U	U	U	U	U	U	U	390
Sechrist			12		19	24	25	29 27		0									
				23	21	23	26	27	29										
				24	19	24	24		30										
					20	24						_							
	Totals		12	71	79	95	75	56	83	6	0	0	0	0	0	0	0	0	477
Thomas			5	21	18	19	20	26	30										
			6	21	20	20	21	25	29										
				21	18	21	20	25	30										
					19														
	1/2	9			4	5													
	3/4	16					9	7											
	Totals		11	63	79	65	70	83	89	0	0	0	0	0	0	0	0	0	460
Summit													3	9	9	20	43	51	135
MEMS												286	305	306					897
SMS												366	401	336					1103
CHS															394	396	365	355	1510
FHS															432	425	415	334	1606
<b>Grade Totals</b>			84	732	794	739	755	724	829	60	0	652	709	651	835	841	823	740	9968
			PS	KG	1	2	3	4	5	SPED	UE*	6	7	8	9	10	11	12	
											* UE =	K with							

\* UE = K with special needs - we are paid full time for them rather than 1/2

#### Student Counts, 2017-18, comparison with 2016-17

School	15th Day	15th Day	DIFF	20th Day		DIFF	40th Day		DIFF	60th Day		DIFF	80th Day		DIFF	100th Day		DIFF	120th Day		DIFF
	8/31/16	8/30/17		9/8/16			10/6/16			11/3/16			12/12/16			1/31/17			3/2/17		
<u>Elementary</u>																					
Cromer	599	587	(12)	598		(598)	602		(602)	607		(607)	611		(611)	618		(618)			(622)
DeMiguel	700	697	(3)	703		(703)	697		(697)	701		(701)	703		(703)	688		(688)	692		(692)
Killip	466	446	(20)	466		(466)	460		(460)	455		(455)	459		(459)	472		(472)	473		(622) (692) (473) (416)
Kinsey	418	404	(14)	423		(423)	417		(417)	418		(418)	418		(418)	418		(418)	416		(416)
Knoles	598	607	9	604		(604)	603		(603)	604		(604)	594		(594)	598		(598)	599		(599)
Leupp	161	164	3	158		(158)	156		(156)	159		(159)	162		(162)	155		(155)	153		(153)
Marshall	534	485	(49)	535		(535)	528		(528)	527		(527)	524		(524)	524		(524)	520		(520)
Puente De Hozho	356	390	34	359		(359)	374		(374)	373		(373)	374		(374)	368		(368)	368		(368)
Sechrist	467	477	10	462		(462)	472		(472)	479		(479)	480		(480)	491		(491)	488		(488)
Thomas	496	460	(36)	502		(502)	505		(505)	505		(505)	498		(498)	481		(481)	477		(599) (153) (520) (368) (488) (477)
Total Elementary	4,795	4,717	(78)	4,810	-	(4,810)	4,814	•	(4,814)	4,828	-	(4,828)	4,823	-	(4,823)	4,813	-	(4,813)	4,808	-	(4,808)
Middle Oakaal																					
Middle School	000	007		007		(007)	000		(000)	000		(000)	007		(007)	007		(007)	005		(005)
MEMS SMS	896	897	1	897		(897)	886		(886)	886		(886)	887		(887)	887		(887)	885		(885)
Summit MS	1,034	1,103	69 1	1,037 11		(1,037)	1,031 12		(1,031)	1,022 13		(1,022)	1,008 14		(1,008)	1,010 15		(1,010)	1,004 18		(1,004) (18)
Total Middle School	11 1,941	12 2,012	71	1,945		(11)	1,929		(12)	1,921		(13)	1,909		(14)	1,912		(15)	1,907		(10)
Total Middle School	1,941	2,012	/1	1,945	-	(1,945)	1,929	-	(1,929)	1,921	-	(1,921)	1,909	-	(1,909)	1,912	-	(1,912)	1,907	-	(1,907)
High School																					
CHS	1,422	1,510	88	1,429		(1,429)	1,450		(1,450)	1,438		(1,438)	1,430		(1,430)	1,430		(1,430)	1,412		(1,412)
FHS	1,598	1,606	8	1,599		(1,599)	1,586		(1,586)	1,569		(1,569)	1,560		(1,560)	1,549		(1,549)	1,539		(1,539)
Summit HS	122	123	1	120		(120)	120		(120)	123		(123)	115		(115)	99		(99)	95		(95)
Total High School	3,142	3,239	97	3,148	-	(3,148)	3,156	•	(3,156)	3,130		(3,130)	3,105	-	(3,105)	3,078	-	(3,078)	3,046	-	(3,046)
FUSD TOTAL	9,878	9,968	90	9,903	-	(9,903)	9,899	-	(9,899)	9,879	-	(9,879)	9,837	-	(9,837)	9,803	-	(9,803)	9,761	-	(9,761)



#### Goals:

- 1. Maintain and Improve Comprehensive Student Opportunities and Services
- 2. Recruit and Retain Highly Qualified, Motivated, and Excelling Staff
- 3. Improve Student Preparedness and Mastery
- 4. Research and Create Desirable and Relevant Educational Opportunities and Services
- 5. Increase Public Engagement and Support for FUSD
- 6. Develop Diversified Partnerships and Revenue Opportunities

#### Calendar:

ienaa	ar:	
•	August 18	Alliance Meeting- City, County, FUSD, CCC and NAU (Goal 6)
•	August 18	Meeting with Coordinator Dawn Trubakoff- Professional Learning (Goals 2, 4)
•	August 21	Weekly Meeting with Director of Finance Scott Walmer (Goals 1, 6)
•	August 21	Site Visits- Cromer Elementary and Summit High School (Goal 1)
•	August 21	Meeting with Friends of Camp Colton (Goals 1, 6)
•	August 21	FUSD Bond- Meeting with Ken G., Scott W., Bob K., Mary W. (Goals 5, 6)
•	August 21	AP Programs at FHS/CHS- Meeting with Mary K., Tony C., Jeff T., Paula W. (Goals 1, 3)
•	August 21	Board Retreat Planning- President Christine Fredericks and Kerry Blume (Goals 1, 5)
•	August 22	Weekly Meeting with Assistant Superintendent Mary K. Walton (Goal 1, 3)
•	August 22	Meeting- Northern Arizona Distance Learning (Goal 1)
•	August 22	Weekly Cabinet Meeting (Goal 1)
•	August 22	Governing Board Meeting (Goals 1, 5)
•	August 23	Weekly Meeting with Assistant Superintendent Bob Kuhn (Goal 1)
•	August 23	Administrative Meeting- Elementary (Goals 1, 3, 4)
•	August 23	Meeting with Mentor Barbara U'Ren/Superintendents' Collaborative Network (Goal 4)
•	August 23	Site Visits/Open House- Marshall, Puente de Hozho, Thomas (Goal 5)
•	August 24	Weekly Meeting with District Relations Coordinator Karin Eberhard (Goal 5)
•	August 24	Weekly Meeting with Human Resources Director Dawn Anderson (Goal 2)
•	August 24	Meeting with Coordinator Jane Gaun- K-12 Mathematics (Goal 1, 3)
•	August 24	Site Visits/Open House- DeMiguel, Kinsey, Seachrist, Summit (Goal 5)
•	August 25	Meeting with Director Sylvia Johnson- Educational Enrichment (Goals 1, 3)
•	August 25	Site Visit- Killip Elementary (Goal 1)
•	August 25	Negotiations Committee Meeting (Goal 2)
•	August 28	Weekly Meeting with Director of Finance Scott Walmer (Goals 1, 6)
•	August 28	Board Retreat Planning- Kerry Blume (Goals 1, 5)
•	August 28	Administrative Meeting- Secondary (Goals 1, 3, 4)
•	August 28	Site Visit/Open House- Flagstaff High School (Goal 5)
•	August 29	Bond Oversight Committee Meeting (Goals 1, 5, 6)
•	August 29	Weekly meeting with Board President Christine Fredericks (Goals 1, 5)
•	August 29	Weekly Meeting with Assistant Superintendent Mary K. Walton (Goal 1, 3)
•	August 29	Meeting with County Superintendent Risha VanderWey (Goal 6)
•	August 29	Weekly Cabinet Meeting (Goal 1)
•	August 29	Site Visits/Open House- Cromer, Mount Elden Middle School (Goal 5)
•	August 30	Weekly Meeting with Assistant Superintendent Bob Kuhn (Goal 1)
•	August 30	NALA- Education Progress Meter/Coconino Community College (Goals 3, 6)
•	August 30	Site Visit/Open House- Sinagua Middle School (Goal 5)
•	August 31	Weekly Meeting with District Relations Coordinator Karin Eberhard (Goal 5)
•	August 31	Meeting with Jim Walker/The Trust and Dr. Gilmore (Goals 1, 6)

•	August 31	Meeting with Director Dave Dirksen- College and Career Development (Goal 1, 3)
•	August 31	Weekly Meeting with Human Resources Director Dawn Anderson (Goal 2)
•	August 31	Meeting Certified Employee Liaison Derek Born and Dawn Anderson (Goal 2)
•	August 31	Meeting with Director Cindy Noble-Bilingual Education (Goal 1, 3)
•	August 31	Activities/Athletics- FHS Swim & Dive, FHS Volleyball (Goal 5)
•	August 31	Site Visit/Open House- Coconino High School (Goal 5)
•	September 1	Meeting- IB Candidacy for Puente de Hozho (Goals 1, 3, 4)
•	September 1	Site Visits with Assistant Supt. Bob Kuhn- Flagstaff Middle School, DeMiguel (Goal 6)
•	September 5	Weekly meeting with Board President Christine Fredericks (Goals 1, 5)
•	September 5	Weekly Meeting with Assistant Superintendent Mary K. Walton (Goal 1, 3)
•	Septermber 5	Weekly Cabinet Meeting (Goal 1)
•	September 5	Governing Board Special Session (Goals 1, 5)
•	September 6	Weekly Meeting with District Relations Coordinator Karin Eberhard (Goal 5)
•	September 6	Weekly Meeting with Human Resources Director Dawn Anderson (Goal 2)
•	September 6	Weekly Meeting with Assistant Superintendent Bob Kuhn (Goal 1)
•	September 6	Meeting with Director of Exceptional Student Services Susan Smith (Goal 1)
•	September 7-8	ASBA Law Conference/Phoenix (Goal 4)



Meeting Date: September 12, 2017

#### EXECUTIVE SUMMARY

Subject:	FUSD Highlights			
Board Goals:	4 and 5			
☐ Action	/Discussion Item	$\boxtimes$	Information Item	
Background a	and Discussion			
FUSD Highligh	nts will include:			
FUSD Open H	ouse Events isplay at City Hall		rce Teacher Supply Drive	
0				
Recommenda	ation to the Board			
Information o	only			
Presented by	: Karin Eberhard – Distr	ict Relations	Coordinator	



Date: September 12, 2017

#### Assistant Superintendent Curriculum & Instruction Report

#### Executive summary -

Goal #1: Maintain and improve comprehensive student opportunities and services.

Goal #2: Recruit and retain highly qualified, motivated and excelling staff.

Goal #3: Improve student preparedness and mastery.

Goal #4: Research and create desirable and relevant educational opportunities and services.

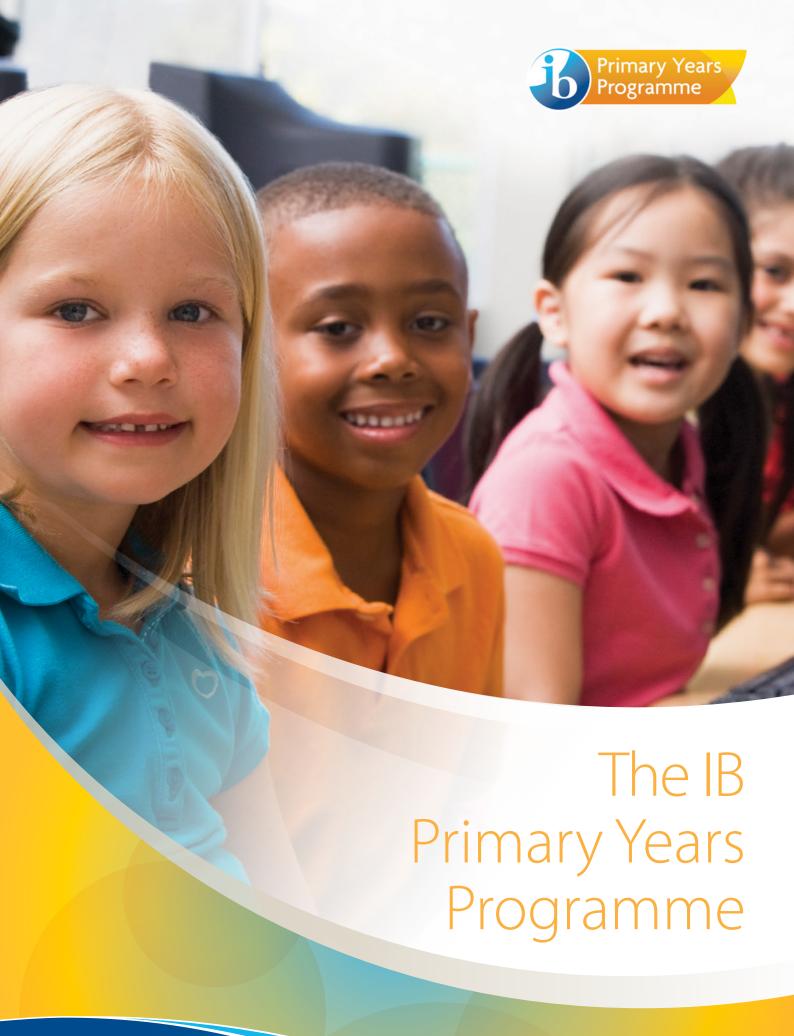
Goal #5: Increase public engagement and support for FUSD.

Goal #6: Develop diversified partnerships and revenue opportunities.

Robert Kelty, Principal of Puente de Hózhó Elementary, will provide to the Governing Board the current status of the International Baccalaureate initiative. PdH Elementary is in the first phase of the application process and will be followed by Sinagua Middle School and Coconino High School specific to the Puente Language programs. Included in the presentation will be: background information, timeline, financing and community communication.

9/12/17

Mary K. Walton





## The Primary Years Programme: preparing students to be active participants in a lifelong journey of learning

#### What is an IB education?

The IB continuum of international education for 3 to 19 year olds is unique because of its academic and personal rigour. We challenge students to excel in their studies and in their personal growth. We aim to inspire a quest for learning throughout life that is marked by enthusiasm and empathy.

The IB aspires to help schools develop well-rounded students with character who respond to challenges with optimism and an open mind, are confident in their own identities, make ethical decisions, join with others in celebrating our common humanity and are prepared to apply what they learn in real-world, complex and unpredictable situations.

The IB offers high-quality programmes of international education that share a powerful vision. Informed by the values described in the learner profile, an IB education:

- focuses on learners the IB's student-centred programmes promote healthy relationships, ethical responsibility and personal challenge
- develops effective approaches to teaching and learning IB programmes help students to develop the attitudes and skills they need for both academic and personal success
- works within global contexts IB programmes increase understanding of languages and cultures, and explore globally significant ideas and issues
- explores significant content IB programmes offer a curriculum that is broad and balanced, conceptual and connected.

IB learners strive to become inquirers, knowledgeable, thinkers, communicators, principled, open-minded, caring, risk-takers, balanced, and reflective. These attributes represent a broad range of human capacities and responsibilities that go beyond intellectual development and academic success.

## What is the IB Primary Years Programme (PYP)?

The PYP is designed for students aged 3 to 12. It focuses on the development of the whole child as an inquirer, both in the classroom and in the world outside. It is a framework guided by six transdisciplinary themes of global significance, explored using knowledge and skills derived from six subjects areas, as well as transdisplinary skills, with a powerful emphasis on inquiry.

The PYP is flexible enough to accommodate the demands of most national or local curriculums and provides the best preparation for students to engage in the IB Middle Years Programme.

#### The IB Primary Years Programme

- addresses students' academic, social and emotional well-being
- encourages students to develop independence and to take responsibility for their own learning
- supports students' efforts to gain understanding of the world and to function comfortably within it
- helps students establish personal values as a foundation upon which international-mindedness will develop and flourish.

#### The six subject areas identified within the IB Primary Years Programme:

- language
   social studies
- mathematics
   arts
- science
   personal, social and physical education

#### The most significant and distinctive feature of the IB Primary Years Programme are the six transdisplinary themes

These themes provide IB World Schools with the opportunity to incorporate local and global issues into the curriculum and effectively allow students to "step up" beyond the confines of learning within subject areas.

#### · Who we are

Inquiry into the nature of the self; beliefs and values; person, physical, mental, social and spiritual health; human relationships including families, friends, communities, and cultures; rights and responsibilities; what it means to be human

#### · Where we are in place and time

Inquiry into orientation in place and time; personal histories; homes and journeys; the discoveries, explorations and migrations of humankind; the relationship between and the interconnectedness of individuals and civilizations, from local and global perspectives

#### • How we express ourselves

Inquiry into the ways in which we discover and express ideas, feelings, nature, culture, beliefs and values; the ways in which we reflect on, extend and enjoy our creativity; our appreciation of the aesthetic

#### How the world works

Inquiry into the natural world and its laws, the interaction between the natural world (physical and biological) and human societies; how humans use their understanding of scientific principles; the impact of scientific and technological advances on society and on the environment.



#### How we organize ourselves

Inquiry into the interconnectedness of human-made systems and communities; the structure and function of organizations; societal decision-making; economic activities and their impact or humankind and the environment

#### Sharing the planet

Inquiry into rights and responsibilities in the struggle to share finite resources with other people and other living things; communities and the relationship within and between them; access to equal opportunities; peace and conflict resolution.

Each theme is addressed each year by all students. (Students aged 3 to 5 engage with four of the themes each year.)

In addition all PYP students have the opportunity to learn more thar one language from the age of seven.

These transdisciplinary themes help teachers to develop a programme of inquiries–investigations into important ideas, identified by the schools, and requiring a high level of involvement on the part of the students. These inquiries are substantial, in-depth and usually last for several weeks.

Since these ideas relate to the world beyond the school, students see their relevance and connect with it in an engaging and challenging way. Students who learn in this way begin to reflect on their roles and responsibilities as learners and become actively involved with their education. All students will come to realize that a unit of inquiry involves them in in-depth exploration of an important idea, and that the teacher will collect evidence of how well they understand that idea. They will expect to be able to work in a variety of ways, on their own and in groups, to allow them to learn to their best advantage.

"The recognition of Seneca Academy as an IB World School delivering the Primary Years Programme, makes me extremely proud of our teachers, staff and parents who have dedicated themselves to helping our students become lifelong learners. By creating an environment where students make connections between what they are learning in the classroom and the world around them, we are creating global citizens who will be well prepared to take leading roles in the world."

Head of School, Dr. Brooke Carroll, Seneca Academy, USA

#### The Exhibition

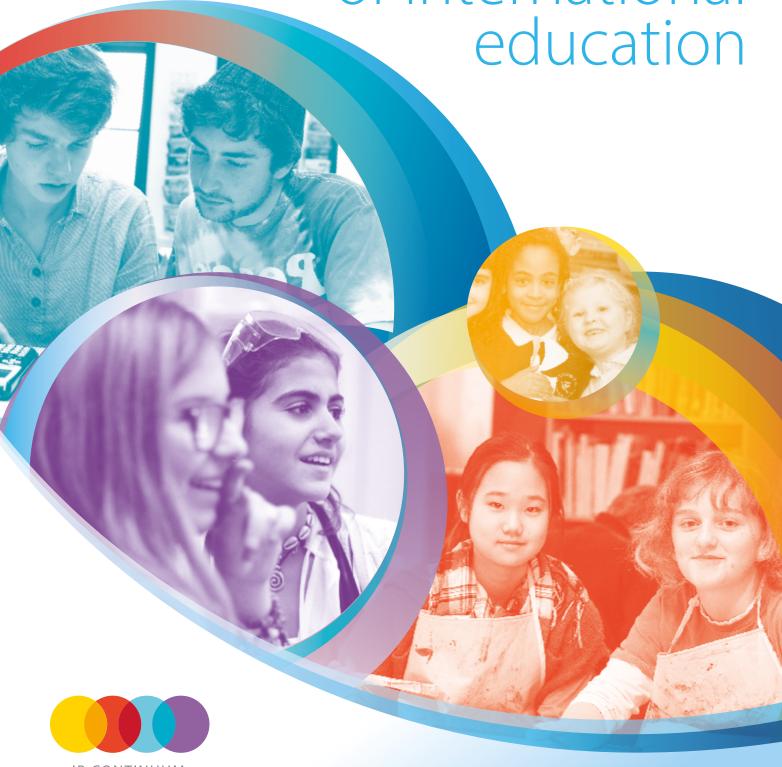
#### **Quality assurance and professional** development

#### The IB Mission





# The IB continuum of international education



IB CONTINUUM
CONTINUUM DE L'IB
CONSEPTEMBER 12,52617B

#### What is an IB education?

The IB continuum of international education for 3-19 year olds is unique because of its academic and personal rigour. We challenge students to excel in their studies and in their personal growth. We aim to inspire a quest for learning throughout life that is marked by enthusiasm and empathy.

The IB aspires to help schools develop well-rounded students with character: students who can respond to challenges with optimism and an open-mind; students confident in their own identities; students who make ethical decisions; students who join with others in celebrating our common humanity; students who are prepared to apply what they learn in real world, complex and unpredictable situations.

The IB offers high-quality programmes of international education that share a powerful vision. An IB education is informed by the values described in the learner profile and:

- centres on learners the IB's student-centred programmes promote healthy relationships, ethical responsibility and personal challenge
- develops effective approaches to teaching and learning IB
  programmes help students to develop the attitudes and skills they
  need for both academic and personal success
- works within global contexts IB programmes increase understanding of languages and cultures, and explore globally significant ideas and issues
- **explores significant content** IB programmes offer a curriculum that is broad and balanced, conceptual and connected.

IB learners strive to become inquirers, knowledgeable, thinkers, communicators, principled, open-minded, caring, risk-takers, balanced, and reflective. These attributes of internationally minded people represent a broad range of human capacities and responsibilities that go beyond intellectual development and academic success.



www.ibo.org Education for a better world



## The Primary Years Programme (PYP): preparing students to be active participants in a lifelong journey of learning

The PYP is designed for students aged 3 to 12. It focuses on the development of the whole child as an inquirer, both in the classroom and in the world outside. It is a framework guided by six transdisciplinary themes of global significance, explored using knowledge and skills derived from six subject areas, as well as transdisciplinary skills, with a powerful emphasis on inquiry.



## The Middle Years Programme (MYP): preparing students to be successful in school and to be active, lifelong learners

The MYP is designed for students aged 11 to 16. It provides a framework of learning which encourages students to become creative, critical and reflective thinkers. The MYP emphasizes intellectual challenge, encouraging students to make connections between their studies in traditional subjects and to the real world. It fosters the development of skills for communication, intercultural understanding and global engagement, qualities that are essential for life in the 21st century.



## The Diploma Programme (DP): preparing students for success in higher education and life in a global society

The DP is an academically challenging and balanced programme of education with final examinations that prepares students, aged 16 to 19, for success at university and life beyond. It has been designed to address the intellectual, social, emotional and physical well-being of students. The programme has gained recognition and respect from the world's leading universities.



## The IB Career-related Programme (CP): preparing students to follow their chosen pathways in life

The CP incorporates the vision and educational principles of the IB into a unique programme specifically developed for students who wish to engage in career-related learning. The CP's flexible educational framework allows schools to meet the needs, background and contexts of students. Each school creates its own distinct version of the CP.

#### IB school services across the continuum

Any school, or group of schools, wishing to offer a programme of study from the International Baccalaureate® and attain IB World School status, must first undertake a process of authorization. Consistent authorization requirements ensure that schools are well prepared to implement IB programmes successfully. Schools usually develop the IB continuum over time, adding programmes as the school grows. New schools may request simultaneous candidacy, although they typically stagger the journey before they attain authorization across the continuum.

Before they begin offering any IB programme, schools first complete an online 'School Information Form' that establishes formal communications with the respective regional office, and then they can apply for candidacy status. Once approved, the IB assigns an experienced consultant for each programme who works with the school to prepare for a verification visit.

IB programmes are challenging and call forth the best from school communities. Implementing multiple programmes from the IB continuum makes significant demands on school leaders to develop policies and procedures that can be applied schoolwide, including concern for access and inclusion, multilingualism, curriculum alignment and helping students make successful transitions between programmes and educational levels. Many schools find a continuum approach to be highly rewarding for their students and their community, one that offers a coordinated and consistently high-quality education.

All IB World Schools participate in an ongoing process of review and development that includes both shared and programme specific standards and practices. Teachers in IB World Schools are constantly challenged to reflect upon and improve their practice through self-study. Schools receive regular evaluation reports and visits from the IB; multiple programme schools can request a synchronized evaluation. In addition, the IB now offers synchronized visits with other international accrediting organizations (for example, the Council of International Schools) for eligible multiple programme schools.





#### Professional development in the IB continuum

IB professional development for the continuum helps educators facilitate the articulation between programmes, builds understanding and share best practices that promote intercultural understanding and global engagement, and develop practical ways to integrate the IB learner profile in and beyond the classroom. In addition, there are opportunities for school leaders to gain a deeper understanding of the IB mission and vision and how they can be applied effectively in IB World Schools. Continuum workshops explore how to create inclusive classrooms, how to educate for international-mindedness, and how to lead IB World Schools.

The IB's Teacher Education Services department offers four certification experiences for educators in all IB programmes: the IB certificate in teaching and learning and the IB advanced certificate in teaching and learning research, as well as the IB certificate in leadership practice and the IB advanced certificate in leadership research. Working in cooperation with leading teacher training universities around the world, the IB offers these credentials to promote rigorous action research and to support best practices in leadership, curriculum development, pedagogy and assessment.



Education for a better world

September 12, 2017

### IB learner profile

The aim of all IB programmes is to develop internationally minded people who, recognizing their common humanity and shared guardianship of the planet, help to create a better and more peaceful world.



#### As IB learners we strive to be:

#### Inquirers

We nurture our curiosity, developing skills for inquiry and research. We know how to learn independently and with others. We learn with enthusiasm and sustain our love of learning throughout life.

#### Knowledgeable

We develop and use conceptual understanding, exploring knowledge across a range of disciplines. We engage with issues and ideas that have local and global significance.

#### Thinkers

We use critical and creative thinking skills to analyse and take responsible action on complex problems. We exercise initiative in making reasoned, ethical decisions.

#### Communicators

We express ourselves confidently and creatively in more than one language and in many ways. We collaborate effectively, listening carefully to the perspectives of other individuals and groups.



#### Principled

We act with integrity and honesty, with a strong sense of fairness and justice, and with respect for the dignity and rights of people everywhere. We take responsibility for our actions and their consequences

#### Open-Minded

We critically appreciate our own cultures and personal histories, as well as the values and traditions of others. We seek and evaluate a range of points of view, and we are willing to grow from the experience.

#### Caring

We show empathy, compassion and respect. We have a commitment to service, and we act to make a positive difference in the lives of others and in the world around us.

#### Risk-Takers

We approach uncertainty with forethought and determination; we work independently and cooperatively to explore new ideas and innovative strategies. We are resourceful and resilient in the face of challenges and change.

#### Balanced

We understand the importance of balancing different aspects of our lives—intellectual, physical, and emotional—to achieve wellbeing for ourselves and others. We recognize our interdependence with other people and with the world in which we live.

#### Reflective

We thoughtfully consider the world and our own ideas and experience. We work to understand our strengths and weaknesses in order to support our learning and personal development.

The IB learner profile represents 10 attributes valued by IB World Schools. We believe these attributes, and others like them, can help individuals and groups become responsible members of local, national and global communities.

"Education in and for the 21st century is every bit as much about becoming a learner as it is about what is learned. The seamless integration of all four IB programmes and the clear focus on the core element of the learner profile in each programme ensures that all members of the learning community keep that goal sharply in focus.

As a PYP, MYP and DP school encompassing three year olds to eighteen year olds, the IB continuum is invaluable in shaping a consistent environment in which learners and their learning remain at the centre of everything that we do."

Glenn Odland, Head of School Canadian International School Singapore

"We opted for an inquiry based continuum of learning because we want our students to become the ones who ask the questions, not have prefabricated answers ready. By offering all four IB programmes, we can do this in a global context and it works."

Peter Kotrc, Director The Berlin Brandenburg International School Berlin, Germany

"The IB continuum of education is extremely important as it departs from a single educational philosophy and is then branched throughout the human continuum of development with consistent pedagogical elements.

That is what a coherent educational model is all about."

Alfonso García Williams. Head of School Colegio Williams de Cuernavaca Mexico



- · Become an IB student
- · Teach at an IB World School
- Become an IB World School
- Volunteer or work for the IR

Support our mission and join the

IB community at

http://www.ibo.org

or contact your IB Global Centre:

IB Africa, Europe and Middle East

IB Asia-Pacific

**IB** Americas

ibaem@ibo.org ibap@ibo.org iba@ibo.org

© International Baccalaureate Organization 2015

The words 'INTERNATIONAL BACCALAUREATE®', "BACCALAURÉAT INTERNATIONAL®', 'BACHILLERATO INTERNACIONAL®' and 'IB®' are registered trademarks of the International Baccalaureate Organization and may not be used as (or as part of) a product or publication name, company name or registered domain name without the express written permission of the International Baccalaureate Organization.



## PYP for parents

Designed for students age 3-12, the IB Primary Years Programme (PYP) provides the knowledge, concepts, skills personal attributes and the capacity to take action, all of which younger students need to equip them for successful lives, both now and in the future.

The PYP framework allows schools to design an engaging transdisciplinary curriculum, meaning that it focuses on issues that go across, between and beyond subject areas. With a focus on the development of the whole child as an inquirer, the PYP is designed to support each student in the following ways:

- address students' academic needs and their social and emotional well-being
- encourage students to develop independence and to take responsibility for their own learning
- support students' effort to gain understanding of the world and to function effectively within it
- help students to establish personal values as a foundation upon which international-mindedness will flourish

#### Student-centred learning

Learning in the PYP is underpinned by six transdisciplinary themes, each selected for their relevance to the real world. Students explore the commonalities of human experience and investigate these themes in what teachers call a programme of inquiry. These six PYP themes puts students at the centre of the learning process:

#### Who we are

Inquiry into the nature of the self; beliefs and values; person, physical, mental, social and spiritual health; and human relationships.

#### Where we are in place and time

Inquiry into our orientation in place and time; personal histories; the discoveries and explorations of humankind; and the interconnectedness of individuals and civilizations.

#### How we express ourselves

Inquiry into the ways in which we discover and express ideas, feelings, nature, culture, beliefs and values.

#### How the world works

Inquiry into the natural world and its laws, the interaction between the natural world and human societies; the impact of scientific and technological advances on society and on the environment.

#### How we organize ourselves

Inquiry into the interconnectedness of human-made systems and communities; the structure and function of organizations; and their impact on humankind and the environment.

#### **Sharing the planet**

Inquiry into rights and responsibilities in the struggle to share finite resources with other people and other living things; access to equal opportunities; and peace and conflict resolution.

#### Success with the PYP

In the PYP curriculum, teachers monitor, document, measure and provide feedback on student learning. Learning is viewed as a continuous journey, where teachers identify students' needs and use ongoing assessment and feedback to plan the next stage of their learning. Teachers use a wide range of assessment strategies to collect information on each of the elements represented in the curriculum: the understanding of concepts, the acquisition of knowledge, the mastering of skills, the development of the attributes of the learner profile and the ability to take responsible action.

A <u>recent study</u> asked parents and educators how they defined success with the PYP. Educators cited enhanced student learning outcomes, a shared vision of learning within their school, focused decision making, and increased international-mindedness in the school community.

In another <u>recent study</u>, PYP educators showed a commitment to using inquiry methods as a key pedagogical approach, and understood how to promote transdisciplinary themes and their exploration. To do this, these PYP schools adopted a variety of thinking tools in their classroom to engage students.

#### Will teaching the PYP differ at International schools and State schools?

The PYP is a framework and any curriculum can be integrated within it. Schools that implement a national, regional or state curricula will organize these outcomes within the PYP framework, however the concepts they teach will still be the same. Schools may also use a different non-state curriculum but they must still offer it within the PYP framework.

A child's learning experience may also differ depending on the mission and aims of each school and their unique identity and context. Whichever model or mission a school chooses, the approaches to learning and approaches to teaching at IB schools align with those of the PYP and meet the expectations of IB standards and practices. Schools may also have different language models in schools depending on local requirements, with some schools supporting a multilingual model.

## How does the Early Years within PYP compare to other early childhood learning approaches?

PYP can provide the framework for any other curriculum and is complimentary to many other early childhood learning approaches (including Montessori, Reggio and Waldorf).

Relationships, play and the environment are important components for learning found in the PYP and are complementary aspects of many early childhood programmes. Additionally, PYP provides the dimension of international mindedness within a quality assured and research based framework for young learners.





#### Goals:

- 1. Maintain and Improve Comprehensive Student Opportunities and Services
- 2. Recruit and Retain Highly Qualified, Motivated, and Excelling Staff
- 3. Improve Student Preparedness and Mastery
- 4. Research and Create Desirable and Relevant Educational Opportunities and Services
- 5. Increase Public Engagement and Support for FUSD
- 6. Develop Diversified Partnerships and Revenue Opportunities

#### Calendar:

- August 23 Facilitated Eleteam meeting (Goals 1, 2, 4)
   August 23 Site Visit Marshall (Goals 2, 5)
- August 23 Attended STEM meeting at Killip (Goals 1, 3, 6)
- August 24 Planning meeting for the ELA review team (Goals 1, 3, 4)
- August 25 Attended Program Specialist meeting (Goals 1, 2, 3)
- August 25 Attended Negotiations meeting (Goal 2)
- August 28 Planning meeting for Gradebook (Goal 1, 4)
- August 28 Facilitated Select team meeting (Goals 1, 3)
- August 28 Attended district support Gradebook meeting (Goal 4)
- August 29 Site Visit CHS (Goal 1)
- August 29 Weekly meeting with Superintendent (Goal 4, 5)
- August 29 Weekly cabinet meeting (Goals 1-6)
- August 29 Attended presentation for digital resources (Goal 4)
- August 29 Conference with ELL Director (Goals 1, 2, 3, 4)
- August 30 Attended presentation by Dr. Henry Fowler @ FHS (Goals 1, 2, 3, 4, 6)
- August 30 Attended Arizona Education Progress Meter @ CCC (Goals 5, 6)
- August 31 Attended planning session for the LAUNCH film series (Goals 5, 6)
- August 31 Attended secondary counselors' meeting (Goals 1, 3, 6)
- Augst 31 CO-facilitated the ELA review committee meeting (Goals 1, 3, 4)
- September 1 Facilitated the Instructional Specialists meeting (Goals 1, 3, 4)
- September 1 Discussion on IB implementation (Goals 1, 3, 4, 6)
- September 3 Attended County Fair school exhibit (Goal 5)
- September 5 Weekly meeting with Superintendent (Goal 4, 5, 6)
- September 5 Weekly cabinet meeting (Goals 1-6)
- September 5 Executive session (Goals 3, 4, 6)
- September 6-8 Attended ASBA Law Conference (Goals 4, 5, 6)
- September 8 Attended LAUNCH film series and sat on panel (Goals 5, 6)
- September 11 Facilitated Administrative Council (Goals 1, 3, 4)
- September 11 Facilitated district Gradebook planning committee (Goals 3, 4)
- September 11 Attended the Special Education Parent Advisory Committee (Goals 3, 5)
- September 12 Weekly meeting with Superintendent (Goal 4, 5, 6)
- September 12 Weekly cabinet meeting (Goals 1-6)
- September 12 Governing Board meeting (Goals 1-6)

# Flagstaff Unified School District 001 - Maintenance & Operations FY 2018 Operation Statement for the Period 07/01/2017 through 8/31/2017

	Salaries 8	Ве	nefits	Pu	rchased Serv	ice	s & Supplies	Miscell	lane	eous	To	tal		% of E	Budget
Expenditure Category	<u>Budget</u>		pense as of 8/31/2017		Budget	E	Expense as of 8/31/2017	Budget	E	Expense as of 8/31/2017	Budget		xpense as of 8/31/2017	FY 2018	FY 2017*
Regular Education	\$ 41,779,072	\$	2,373,380	\$	8,119,544	\$	490,839	\$ 153,800	\$	14,843	\$ 50,052,416	\$	2,879,062	5.8%	10.2%
Special Education & Vocational Education	\$ 10,084,300	\$	416,865	\$	633,000	\$	18,482	\$ 2,700	\$	71,118	\$ 10,720,000	\$	506,465	4.7%	10.3%
Student Transportation	\$ 3,969,700	\$	371,119	\$	1,295,000	\$	88,227	\$ 300	\$	-	\$ 5,265,000	\$	459,346	8.7%	11.6%
Desegregation	\$ 2,172,007	\$	100,495	\$	69,315	\$	11,957	\$ -	\$	-	\$ 2,241,322	\$	112,452	5.0%	9.6%
Drop Out Prevention	\$ 115,870	\$	2,555	\$	-	\$		\$ -	\$	-	\$ 115,870	\$	2,555	2.2%	8.6%
Totals All Categories	\$ 58,120,949	\$	3,264,414	\$	10,116,859	\$	609,505	\$ 156,800	\$	85,961	\$ 68,394,608	\$	3,959,880	5.8%	10.3%

<sup>\*</sup>The percentages for FY 2017 include expenditures through September 15, 2016; FY2018 expenditures are through August 31, 2017.

SW:jd 9/12/2017 September 12, 2017

# Flagstaff Unified School District Governing Board Budget Report as of August 31, 2017 301 Funds for FY 2017-2018

Fund	Teacher Salaries & Benefits Budget	<b>Expended As of</b> 8/31/17	Balance	Percent of Budget Expended
044 5 1 4 1 1				
<b>011 -</b> Funds Applied to				
Teacher Salary Schedule	\$853,000	\$39,428	\$813,572	5%
<b>012 -</b> Menu-Pay				
for Performance	\$2,200,000	\$0	\$2,200,000	0%
<b>013</b> - Funds Applied to				
Teacher Salary Schedule	\$1,678,200	\$78,856	\$1,599,344	5%

SW:jd 9.12. P\*ptember 12, 2017

# Flagstaff Unified School District Governing Board Budget Report as of August 31, 2017 District Additional Assistance - Capital Outlay - Budgets FY 2017-2018

Fund	Budget	Expended & Encumbered As of 8/31/17	Balance	Percent of Budget Expended
610 District Additional Assistance	\$1,790,000	\$1,132,981	\$657,019	63%
<b>611</b> Override Capital Outlay	\$970,000	\$17,270	\$952,730	2%

SW:jd 9.12. Paptember 12, 2017



# Operations and Support Services Board Meeting September 12, 2017

**Goal 1: Maintain and Improve Comprehensive Student Opportunities and Services** 

**Goal 5: Increase Public Engagement and Support for FUSD** 

# **Support Services:**

I would like to thank all the FUSD Transportation Department staff that worked "Climb to Conquer Cancer". For a number of years, Joe Martin and his staff from transportation have helped in mid-August with this fundraising event by providing bus service to and from the mountain. Joe Martin will bring part of the transportation support staff that helps him every year with this event and introduce them to the Board.

Brandon Kavanagh, from Mangum Wall Stoops and Warden, will have a short presentation on the easement running on the south side of DeMiguel Elementary School and the correction that needs to be done. This will come back as an action item at a future meeting.

# Construction Project:

Flagstaff High School Metal Shop/Welding Lab: I will have a brief update for the Board on the progress of the construction.



EXECUTIVE SUMMARY			Meeting Date:	September 12, 2017
Subject:	Future HR Presentation	ns		
Board Goals	s: ruit and Retain Highly Qua	lified, Motivat	ed, and Excelling Staff	F
	on/Discussion Item	$\boxtimes$	Information Item	
Background	and Discussion			
Provide the	Governing Board informa	tion related	to future Human Res	ource presentations

**Fiscal Impact** 

No Fiscal impact

**Recommendation to the Board** 

No action required

Presented by:

Dawn Anderson, Director Human Resources

along with information related to possible action items needed.



# **HUMAN RESOURCES TENATIVE SCHEDULE OF PRESENTATIONS**

<b>Board Meeting Date</b>	Presentation	Informational or Action Item
October 10, 2017	Extra Duty Assignment Salary	Informational, If Action
	Schedule	requested October 24
October 10, 2017	Employee Engagement Survey Report-out	Informational
October 24, 2017	Exit Interview Report-out	Informational
November 14, 2017	January – July Classified Salary	Informational, Action requested
	Schedule – update per minimum wage	on December 12, 2017
April 10, 2018	Contract renewal for Administrators	Both
May 8, 2018	Review of Contract Language and information	Informational, list of contracts to be approved on May 22, 2018
June 12, 2018	Presentation of Salary Schedules (Certified, Classified, Administrative, Extra Duty Assignment)	Informational, Action requested on June 26, 2018

<sup>\*</sup>Additional presentation will be added accordingly based on Governing Board Requests, recommended changes to work conditions and/or salary structure brought forward from Negotiations Committee (includes policy updates from section G).



Human Resource Director Summary
Dawn Anderson
September 12, 2017

### Goals:

- 1. Maintain and Improve Comprehensive Student Opportunities and Services
- 2. Recruit and Retain Highly Qualified, Motivated, and Excelling Staff
- 3. Improve Student Preparedness and Mastery
- 4. Research and Create Desirable and Relevant Educational Opportunities and Services
- 5. Increase Public Engagement and Support for FUSD
- 6. Develop Diversified Partnerships and Revenue Opportunities

# Calendar:

# August 24, 2017

- Meeting with Assistant Superintendent, Mary Walton, regarding Student Support Services (Goal 1 & 2)
- Weekly Meeting with Superintendent, Michael Penca (Goal 2)

# August 25, 2017

- HR staff attended NAU Job Fair (Goal 2)
- Negotiations Committee Meeting (Goal 1, 2 & 4)

# August 29, 2017

• Weekly Cabinet Meeting (Goal 1)

# August 30, 2017

• Joint team meeting – Human Resources & Business Services (Goal 1, 2 & 6)

# August 31, 2017

- Weekly Meeting with Superintendent, Michael Penca (Goal 2)
- Meeting with CTE Department Chairs & Counselors (Goal 2)

# September 1, 2017

Meeting with Payroll and Sytem Administration (Goal 2)

# September 6-8

AZ School Boards Association Law Conference (Goal 1, 2 &5)

# Discussion/ Action Items

Search Sponsored By

# High school senior brings student perspective, insights to PUSD board



Photo by Nanci Hutson.

Prescott High School senior Cheyenne Church, 16, is this year's student representative to the school board.



By Nanci Hutson

HutsonNanci

Originally Published: August 29, 2016 6 a.m.

PRESCOTT – High School senior Cheyenne Church is no wallflower.

She is a teenager who knows her own mind, and is eager to represent her fellow student body to the powers that be.

Her vivacious personality, and commitment to helping form educational decisions so that they reflect not only the needs of today's students but those of future generations is why she was selected to be this year's Prescott Unified School District Governing Board student representative. September 12, 2017

"That is really important to me," Cheyenne said of helping foster positive change in the district.

Superintendent Joe Howard said Cheyenne stood out among an "incredible group" of high school students who applied for the post; she emerged as the finalist out of five candidates. He said he hopes to tap some of the other candidates as part of an advisory council so that he stays in tune with concerns and ideas of the district's student leadership.

"She is a true representative of the great things we have going on here in Prescott," Howard said. "She is an example of how incredible our future is, and of our students who will be leading us into the future."

A southern California native, the 16-year-old moved to Prescott when she was 6 and then returned to her home state for a part of her middle school years. Her widowed mother, Shawn, and two older siblings, Weslyn and Austin, returned to Prescott in time for her high school years.

"I will always be a Badger," Cheyenne says without hesitation.

In her four years, Cheyenne has integrated herself into the schools' academic and social life, particularly working with the schools' special needs population as a peer tutor. She played the clarinet in the band as a freshman, is a member of the Math Club and the Leo Club, a student version of the adult Lions Club. As student representative to the Governing Board, Cheyenne is also a member of the Student Council.

In the community, Cheyenne volunteers with the March of Dimes.

After graduation, Cheyenne's plan is to earn a degree in nursing with a minor in special education.

As the board's student representative, Cheyenne said she hopes she can offer insight to the board on how their decisions related to everything from budgets and staffing to curriculum changes will impact students and staff. She, too, intends to ensure that board members are aware of the happenings in the school, to foster better bonds of communication between the high school and the board.

Chief Financial Officer Kevin Dickerson said this is the first school district he has worked in that has a student

representative, and he sees it as an invaluable post that offers the board "an amazing vision, thought process, input and understanding that you can possible imagine."

"When was the last time you thought about your homecoming or your prom or your holiday break?" Dickerson gueried.

The student representatives offer an "amazing" chance for all school leaders to reflect on their own memories and they remind "every single person in the board room why every single person in the board is there."

Cheyenne said she considers this opportunity a true honor, one that enables her and her fellow representatives build bridges between the student body, faculty, board and administration.

One particular focus this year will be to follow her predecessor, Nathan Tenney, in his suggestions to the board to enrich the high school curriculum with more life skill courses.

"To make students prepared to become adults, and to treat them as adults, is incredibly important," Cheyenne said. "Whatever changes we make to stretch kids today will impact the future because we are the future. We're molding the leaders who are going to lead us."

Follow Nanci Hutson on Twitter @HutsonNanci. Reach her at 928-445-3333 ext. 2041 or 928-642-6809.

Sign in to favorite Contact Us Receive News e-alerts this

September 12, 2017

### This Week's Circulars







# MOST READ





30 days

5 homes destroyed in Goodwin Fire

Smoke blowing in from east; no local fires reported

Off-duty Sheriff's deputy assaulted as he tries to stop fight; 5 arrested

Goodwin Fire 91% contained, monsoons are next threat

Prescott Valley fireworks is on; Prescott's display is canceled

Sale of Prescott Gateway Mall falls through

Editorial: Use of all tools to fight fire requires balance

Finding a look you love in outdoor decor

The inappropriate behavior some businesses regularly endure

Brooklyn Fire snarls traffic on I-17

118

# More like this story

YBBS Child of the week: Cheyenne

It's never too early for high school juniors to plan that next step

New conservatory group looking for a few good musicians

PUSD board considers dual enrollment summer course option

PHS chemistry teacher emerges as Yavapai County Outstanding First-Year Teacher award finalist

# **SUBMIT FEEDBACK**

Click Below to:

File a Rant or Rave about this story

Ask us a question

Submit a letter to the editor

Send us a news tip or story idea

# **Should Students Sit on School Boards?**

Advocates say teenagers deserve a say in policies that affect them. But do students have the maturity and experience to make responsible decisions?



School desks placed by activists block a street in front of the Los Angeles Unified School District headquarters in a demonstration against student dropout rates.

Richard Vogel/AP Photo

### **JACOBA URIST**

APR 23, 2014 | EDUCATION

Like The Atlantic? Subscribe to The Atlantic Daily, our free weekday email newsletter.

Email	SIGN	UF

For centuries, students have been agents of social change, their passion and idealism forming a critical part of the historical landscape; a lesson that, in education, teachers and administrators ignore at their peril. But figuring out how best to appropriate student interests raises difficult questions. Do students belong

on school boards? Should they participate in budgetary evaluations and contract negotiations? Are teenagers—who can't vote in governmental elections or legally purchase cigarettes—equipped to make long-term decisions about their education, or will they inevitably sink to the lowest common denominator? These are issues policymakers have battled for decades, most recently in Los Angeles, the country's second largest school district, where students now have a voice on their local school board.

Earlier this month, after a series of protests, including one in which participants placed hundreds of empty desks on a street in downtown Los Angeles to represent the number of kids who drop out each week, the L.A. Unified School district accepted a petition to give students a non-voting seat on the school board. The protesters had wanted a peer-elected member. But instead, by a 5-1 vote, the board of education approved an amendment giving superintendent John Deasy 120 days to decide how a student member will be chosen, and the role he or she will fill.

The decision will not be easy. "From a teenager's point of view, I have two conflicting opinions about students on school boards," says Dr. John Bryan Starr a lecturer in Yale's political science department and consultant to the Connecticut Superintendents Network. "During the first half of my tenure as an elected member on the [New Canaan, Conn.] school board, there were these two poor kids, who just sat there glassy-eyed in total boredom. They didn't have a vote and virtually never had a voice. They realized they were just wasting their time."

On the other hand Dr. Starr says, based on his Yale seminars, other students who sat on city and state school boards before college have had much more positive experiences. "While it's highly unusual for them to be given a vote, students were able to assemble opinions, engage in deliberations and felt they were actively representing their peers' interests."

But ironically, students already may have too much of a stake in the outcome. Like numerous other states, New Jersey's state board considers it a conflict if members have family working for the school district, and thus prevents them from voting on items like teacher contracts and selection of the superintendent. Students, too, face

inherent conflicts of interests as they negotiate their daily life with teachers and peers at school.

Gene Maeroff, author of *School Boards in America: A Flawed Exercise in Democracy* and founding director of Columbia's Hechinger Institute on Education and Media, believes that it's better for students to have a non-voting role. But that doesn't mean young people should be discounted entirely: "Of course, you can also get away from some of these problems if you have memberships of recent graduates, over the age of 18, who live in the school district." And while current students are accused of short-sightedness, focusing on one or two pet issues (say, fewer homework hours or more sports funding), Maeroff points out that adults are also often guilty of pursuing a narrow agenda.

The idea of students on school boards emerges from the progressive notion that children should have a voice and that we should respect their views, explains Matthew Levey, founder of the International Charter School in Brooklyn. But Levey warns that while students can debate topics like cafeteria menus effectively, in large districts like LA and New York teenagers are ill-equipped to grasp the intricacies of financial tradeoffs, like whether a city should issue 30-year bonds. "Take curriculum and hiring choices. 99 percent of adults have trouble making thoughtful decisions," says Levey. "There is a reason parents set boundaries and enforce rules. Most teenagers, while it's wonderful how they can articulate their views on many important topics, are not in the best position to make complicated, long-range decisions for themselves or their community."

In fact, teenagers have "islets of maturity," according to Dr. Terri Apter, a psychologist at Cambridge and author of *The Myth of Maturity: What Teenagers Need From Parents to Become Adults*. High school students may appear highly rational in discussing an abstract issue but then revert to childish logic with a parent—say, complaining that something isn't fair. Also, while adolescents can have as strong a grasp on probability and risk as any adult, their sensitivity to peer pressure can overpower their impartial faculties.

"Adults are so invested in our institutions," believes Adam Fletcher, founder and director of Sound Out, an organization that promotes student involvement in education. "And we get very worried whenever we have to hand over any modicum of control to young people." To claim that students are incapable of successfully engaging on school boards reflects a fear-driven perspective that "positions students as empty vessel of an adult-driven society. "If I've learned one thing in my work over the last decade, says Fletcher, "it's that students are actively, passionately, and fully capable of transforming education."

"Many teens are capable of complex budget discussions," adds Dr. Apter. "Think of a school board proposing a budget cut. Those on the board should look at the overall well-being and functioning of the school." However, it will be particularly difficult" for an adolescent to support a decision that disadvantages some of his or her classmates, even if it's the best outcome for the school.

# A single adolescent voice will likely be drowned by adult members.

In general, there is a growing trend to take student input more seriously in educational reform, especially when it comes to their teachers. "There is strong research showing that student surveys can be very important tools and are quite predictive when it comes to teacher quality," says Nancy Walser, editor of the Harvard Education Letter and author of *The Essential School Board Book: Better Governance in the age of Accountability*. For starters, the MET Project, funded by the Bill and Melinda Gates Foundation, found a strong correlation between students' experience in a classroom, as reported on survey questionnaires, and a teacher's overall effectiveness. Beginning in the 2014-1015 school year, districts in Massachusetts will formally start incorporating student feedback into their teacher evaluations.

The problem in Los Angeles, however, is that a single adolescent voice will likely be drowned by adult members and could easily under-represent the interests of the

student body as a whole, warns Dr. R. L'Heureux Lewis-McCoy, a professor and author of the forthcoming book *Inequality In The Promised Land: Race, Resources, and Suburban Schooling*. School boards often pay disproportionate attention to families savvy enough to hoard educational opportunities among a narrow group. Conversely, those families impacted by homelessness and other social problems, says Dr. Lewis-McCoy, find it difficult to promote their—and their children's—interests.

The debate over whether to include students in school decisions is an important one. But ultimately, putting one or two teenagers on a school board won't make much of a difference if they don't represent families traditionally left from the table in the first place.

### **ABOUT THE AUTHOR**

JACOBA URIST is a writer based in New York. Her work has appeared in New York magazine, Newsweek, and Smithsonian Magazine.

# Student representative enjoyed watching board work out conflicts

Originally Published: September 30, 2004 6:10 p.m.

According to School Superintendent, Jim Nelson, Holbrook received all the announcements and agendas as the other board members received. The only difference in his service and the regular board is Holbrook did not get to vote or to sit in on executive sessions.

Holbrook reflected on his experience saying, "It was fun. I learned a lot about all the different functions of the school. It is interesting all the little and big things that the board decides that the students take for granted."

The board members seemed to accept Holbrook as a peer and asked his thoughts on matters from building remodeling to aspects of student life on which the board has to decide.

"I've always felt welcome to have my opinion and have my say. If I disagree with the board they always take the time to explain things to me. I know I don't have a vote so I just say what I have to say and go on," said Holbrook.

The high spot of his year's service was becoming friends with other board members. The low spot was having to attend meetings lasting until late at night and then getting up early for classes the next day.

Holbrook enjoys watching the proceedings, especially when there is disagreement. "I just like to watch and see how the conflict gets worked out," said Holbrook.

The most significant challenge faced on his watch was the remodeling of the school and the construction additions according to Holbrook.

Holbrook's advice for his successor is to sit back and learn because you're going to learn a lot. "Always ask for help from the other board members and just have fun with it," he said.

Jim Nelson, Superintendent of Mayer Schools said, "This is a first with our board having a student representative and I think our board embraced it enthusiastically. They bring him into the conversation and value his opinions. His contributions have been enlightening," said Nelson.

Holbrook, a senior, plans to attend Northern Arizona University next fall. While a student at Mayer High School he was involved in football and basketball in addition to his service on the school board.

Sign in to favorite this

More like this story

Contact Us

Student representative enjoyed watching board work out conflicts Mayer schools to get \$2 million from state for improvements

New superintendent shares philosophies, goals with community

New superintendent shares philosophies, goals with community

Mayer school board delays selecting new principal; must re-interview candidates

### This Week's Circulars



HOVER FOR CIRCULAR

# HOVER FOR CIRCULAR





# SUBMIT FEEDBACK

Click Below to:

File a Rant or Rave about this story Ask us a question Submit a letter to the editor Send us a news tip or story idea





HOVER FOR CIRCULAR











7 days



30 days

Prescott Valley fireworks is on; Prescott's display is canceled

How real is 'Naked and Afraid'?

Fireworks expected to go on, unless fire danger grows

Brooklyn Fire spreads to 35,000 acres by Sunday morning

Fire destroys Prescott Valley home

Prescott Valley Police report: July 5, 2017

People & Places: Handed a miracle

Taking shelter from the fire in PV

Goodwin Fire now 95% contained; residents should prep for flooding

Goodwin Fire tops 90% containment; command shift underway



Meeting Date: September 12, 2017

**EXECUTIVE SUMMARY** 

Subjec	t: NARBHA Institute Grant				
Board	Goals:				
1)	Maintain and Improve Comprehensive Student Opportunities and Services				
2)	2) Recruit and Retain Highly Qualified, Motivated, and Excelling Staff				
3)	Improve Student Preparedness and Mastery				
4)	Research and Create Desirable and Relevant Educational Opportunities and Services				
5)	5) Increase Public Engagement and Support for FUSD				
6)	Develop Diversified Partnerships and Revenue Opportunities				
$\boxtimes$ ,	Action/Discussion Item				

# **Background and Discussion**

FUSD is proposing to partner with community behavioral health agencies to provide quality staff training to teachers across the district. NARBHA has agreed to provide funds for us to support these costs from the local agencies. Trainings will focus on classroom management using sound behavioral principals in conjunction with Behavioral Consultation Services. Additional staff development will be offered in the area of PBIS 101, FBA/BIP'S, ADHD interventions, working with students with social emotional disorders. In addition we will increase the number of staff trained on Suicide prevention and intervention.

# **Fiscal Impact**

The district will receive \$16,000 to support expenses for these staff trainings.

## **Recommendation to the Board**

To accept and approve the grant being provided by NARBHA.

# Presented by:

Cathy Cox, Cherise Hovis, Krista DoBosh



# The NARBHA Institute

Date: 8/22/2017
Cherise Hovis Flagstaff Unified School District 3285 E. Sparrow Ave. Flagstaff, AZ 86004 Via Email
Dear Recipient:
The NARBHA Institute is pleased to inform you that a grant has been approved in the amount of \$16000 for Integrating Behavioral Health Partnerships (staff trainings) as described in your grant proposal, dated 7/25/2017, incorporated by reference herein.
This letter and its attachments (including your grant application) outline the terms and conditions of accepting our grant. Please read all the terms and conditions carefully. We will provide payment as follows:
Lump sum within 30 days of receipt of signed agreement and W-9 form.
The funds must be used specifically for the purposes described in your grant proposal within the timeframe described in such proposal. You must submit a written request to us in advance if you wish to change the purpose of the grant or if the funds are not expended within that time.
Upon signing this contract, your agency states that you agree to notify us if there is any change in your public charity or governmental entity status. In addition, we request a report on the expenditure of our grant after you have completed work, and reserve the right to request interim reports as needed. Our general grant terms are attached to this letter and are incorporated by reference into this agreement.
This contract also gives the NARBHA your permission to use photographs, logos, published/printed information, and any other materials you supply, without further notice, in press releases and/or publications.
Congratulations on this recognition of your important efforts. We look forward to working with you
Mary Jo Gregory President and Chief Executive Officer The NARBHA Institute, Inc.
Accepted and agreed
Printed Name

616 N. Beaver Street • Flagstaff, AZ 86001 • (928) 233-8667

Date

Title

Signature

# GENERAL GRANT TERMS, CONDITIONS AND UNDERSTANDINGS THE NARBHA INSTITUTE, INC.

In addition to the specific terms and conditions in the grant award letter, to which these General Grant Terms, Conditions and Understandings are attached, The NARBHA Institute (NARBHA) is awarding this grant to you as the Grantee contingent upon the following:

# Tax-Exempt or Governmental Status:

You are a nonprofit organization currently recognized by the Internal Revenue Service as a public charity described in sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986 as amended (the "Code"), OR you are a governmental entity (a "governmental entity" is an entity is which is closely affiliated, generally by government ownership or control, with State and local governments.)

Your tax-exempt status under sections 501(c)(3) and 509(a) of the Code OR as a governmental entity has not changed since your application for the grant.

If you are NOT a governmental entity, there is no issue presently pending before any office of the Internal Revenue Service that could result in any proposed changes to your tax-exempt status under Sections 501(c)(3) and 509(a) of the Code.

# **Expenditure of Funds:**

This grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the grant award letter and in your proposal and may not be expended for any other purpose without NARBHA's prior written approval.

If the grant is intended to support a specific project or to provide general support for a specific period, any portion of the grant unexpended at the completion of the project or the end of the period shall be returned immediately to NARBHA.

You may not expend any grant funds for any political or lobbying activity or for any purpose other than one specified in section 170(c)(2)(b) of the Code.

# No Assignment or Delegation:

You may not assign, or otherwise transfer, your rights or delegate any of your obligations under this grant without prior written approval from NARBHA.

# **Records and Reports:**

You are required to keep a record of all receipts and expenditures relating to this grant and to provide NARBHA with a written report summarizing the project promptly following the end of the period during which you are to use all grant funds. NARBHA may also require interim reports. Your reports should describe your progress in achieving the purposes of the grant and include a detailed accounting of the uses or expenditure of all grant funds. You also agree to provide any other information reasonably requested by NARBHA.

# **Required Notification:**

You are required to provide NARBHA with immediate written notification of: (1) any changes in your organization's tax-exempt or governmental status; (2) your inability to expend the grant for the purposes described in the grant award letter; or (3) any expenditure from this grant made for any purpose other than those for which the grant was intended.

# Publicity:

You will allow NARBHA to review and approve the text of any proposed publicity concerning this grant prior to its release. NARBHA may include information regarding this grant, including the amount and purpose of the grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in NARBHA's periodic public reports, newsletters, and news releases.

# Right to Modify or Revoke:

NARBHA reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if such action is necessary because you have not fully complied with the terms and conditions of this grant or to comply with any law or regulation.

If NARBHA does not receive signed copies of its grant award letter and of these general grant terms within 30 days after the date of NARBHA's grant award letter, this grant may be revoked.

By signing the acceptance line on the award letter, the signer or signers certify that they are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports and other instruments of every kind.



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

IIICITIA	11000	ide oct vide							
	1 N	ame (as shown on your income tax return). Name is required on this line; do not leave this line blank.							
je 2.	<b>2</b> B	usiness name/disregarded entity name, if different from above							
Print or type Specific Instructions on page	3 C	heck appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC	_	st/estate	certa instru	in entitie ictions c	s (codes es, not inc on page 3 e code (if	dividua 3):	
Print or type		Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partners  Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the tax classification of the single-member owner.	100	above for		nption fro (if any)	om FATC	A repo	orting
흔드	Ιп	Other (see instructions) ▶			(Applie	s to accoun	nts maintaine	d outside	the U.S.)
ejfic P	5 A	ddress (number, street, and apt. or suite no.)	Request	ter's nam	e and ad	dress (o	ptional)		
be									
See S	6 C	ity, state, and ZIP code							
	7 L	ist account number(s) here (optional)							
Pai	t	Taxpayer Identification Number (TIN)							
Enter	vour	TIN in the appropriate box. The TIN provided must match the name given on line 1 to av	oid	Social s	security	number			
back	up wit ent al	thholding. For individuals, this is generally your social security number (SSN). However, fien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>	for a r		-		]-[		
TIN o	n pag	ge 3.		or					
Note	. If the	e account is in more than one name, see the instructions for line 1 and the chart on page	4 for	Employ	er identi	ification	numbe	r	
guide	lines	on whose number to enter.							
					-				
Par	t II	Certification							
Unde	r pen	alties of perjury, I certify that:							
1. Th	e nur	mber shown on this form is my correct taxpayer identification number (or I am waiting for	r a numb	er to be	issued	to me);	and		
Se	ervice	t subject to backup withholding because: (a) I am exempt from backup withholding, or (to (IRS)) that I am subject to backup withholding as a result of a failure to report all interest er subject to backup withholding; and							
3. I a	ım a l	J.S. citizen or other U.S. person (defined below); and							
4. Th	e FAT	CA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	ng is cor	rect.					
beca intere gene instru	use y est pa rally, iction	on instructions. You must cross out item 2 above if you have been notified by the IRS to have failed to report all interest and dividends on your tax return. For real estate transid, acquisition or abandonment of secured property, cancellation of debt, contributions to payments other than interest and dividends, you are not required to sign the certifications on page 3.	sactions, to an inc	item 2 d lividual r	does no etireme	t apply. nt arrar	. For mo	ortgag t (IRA)	e , and
Sigr Her		Signature of U.S. person ▶ D	ate ►						

# **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- · An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- · An estate (other than a foreign estate); or
- · A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
  - 2. The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

### **Backup Withholding**

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

# Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),  $\,$

- 3. The IRS tells the requester that you furnished an incorrect TIN.
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

# What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

# **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

### **Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.



The NARBHA Institute 616 N. Beaver St. Flagstaff, AZ 86001 (928) 233-8667

# **APPLICATION FOR FUNDING**

Agency Name (501c3 public charity or gov't	Flagstaff Unified School District	Address, Email, phone	3285 E. Sparrow Ave Flagstaff, AZ 86004 chovis@fusd1.org (928) 527-6179
agency)			

Grant Period Applying for (federal fiscal year)	9/30/2016	То	10/1/2017
ESTIMATED COMPLETION DATE (NOT NECESSARILY IN SAME FISCAL YEAR AS AWARD)	4/30/18	, , , , , , , , , , , , , , , , , , , ,	

# **Project Description & Accomplishments**

- 1. Instructions and understandings
  - a. Complete the following for each project request that you are seeking funding for from the NARBHA Community Reinvestment Program. Please fill out a separate form for each project.
  - b. Grants are considered for a one-time project expected to reach completion or secure other funding by the end of the fiscal year in which they are made. No assurance of continued funding is stated or implied.
  - c. Please attach additional sheets as needed.

Project Name	Brief Description of Project	Amount Requested
Integrating Behavioral Health Partnerships	Provide school trainings at each of the 15 individual schools regarding behavioral interventions and classroom management.  Provide 10 trainings over the course of the 2017-18 school year accessible to all staff and focused on behavioral health issues.  Provide CAMS training for the implementation of suicide prevention and intervention practices districtwide.	\$16,000

 For the project listed above, describe what was actually accomplished (for programs that have already begun) or what you hope to accomplish, and the date of actual or intended completion. Photographs and other documentation and information about the project can be attached to help tell the story, such as programs, flyers, brochures, news, announcements, or reports.

Previous Accomplishments and Future Goals	
Description of accomplishment/goal  Goal 1: Provide additional training at each school, based upon their individual school needs, regarding behavioral health and classroom management. Current accomplishments include PBIS Tier 1 implementation at all schools. Current data shows an increase in fidelity of implementation. Many schools have implemented some Tier 2 and 3 interventions as well. Currently there are a variety of behavioral and classroom interventions being implemented, however we lack district wide consistency.	Date 12/15/2017
Goal 2: Provide a strand of 10 in-depth trainings throughout the 2017-18 school year providing specific skills to staff for addressing challenging student needs and resulting in a better student support system. Five of these trainings will be facilitated by BCS, 3 by FUSD staff and 2 through HCIC training opportunities. Current accomplishments include FUSD has offered a FBA/BIP trainings twice per year over the last 3 years. FUSD has utilized HCIC and Child and Family Support Services trainings for specific groups of staff working with at risk students. Schools have been provided with intervention materials and on-line resources.	
Goal 3: Provide CAMS (Collaborative Assessment and Management of Suicidality) training for the implementation of suicide prevention/intervention practices districtwide. Current accomplishments are that FUSD has offered yearly trainings for specific groups of staff for the last 20 years. Policy and procedures have been in place as well. A small number of staff have more extensive training in the area of suicide intervention, but we would like to offer more in depth training to a larger number of staff and concentrate on prevention support for students.	5/15/18

What is the history of the project? Has it been in operation in prior years or with other funding? Please describe.

The district has had PBIS in place for over 10 years. FUSD was award the Safe and Supportive Schools (S3) grant in 2011 and both Flagstaff and Coconino High Schools implemented Tier 1,2,3 strategies over the course of the grant cycle. When the S3 grant ended, FUSD applied and was awarded a small RDA grant to cover PBIS Tier 1 training districtwide in 2015. All schools implemented Tier 1, or school wide, PBIS. A districtwide PBIS team was established in 2015 and continues to meet monthly. The Districtwide PBIS team used a needs assessment to identify the need for additional Tier 2 and 3 training at all schools, specifically focusing on behavior and mental health.

FUSD has also offered a yearly suicide training to the counselors, nurses, special education therapists and school psychologists. These yearly trainings have been occurring for the past 20 years. We have also had a crisis response team in place as well. Unfortunately, due to the increase in suicide attempts and completions in our community, FUSD has identified a need for further prevention and intervention strategies districtwide. Historically, minimal expenses incurred for training have been provided by district funds. The focus to work in conjunction with community agencies (specifically NACA) on suicide prevention is new and no other FUSD monies are available for this venture at this time.

4. What are (or would be) the greatest benefits of this project on promotion of livable communities, community health or and/or the social determinants of health? How will you measure this?

This project would promote community health and the social determinants of health, including health and health care, social and community connections and education. In regards to the benefits of measuring and promoting community health, we would track the number of participants and activities done in conjunction with community agencies in the area of behavioral health trainings and suicide trainings in comparison to last school year.

referrals, social and community connections and improving our education system. We would focus on health services, addiction, social supports and mental health issues. We would measure an improvement in health services and addiction by the number of health referrals made using early screeners, specifically the PHQ-9 for depression and the Audit and/or CAGE for addiction as depression and substance abuse are two main contributing factors to suicide. We would also measure social supports through the number of suicide assessments completed and referrals for support services, whether that be in school or out of school. We would measure progress in the area of mental health by using training evaluation feedback assessing mental health awareness/growth of knowledge of participants. knowledge of participants.

Essential to addressing the social determinants of health is using partnerships to address health promotion. By partnering with a variety of community agencies as well as professional groups within FUSD, research indicates this will strengthen progress towards addressing social determinants of health. FUSD looks to improve education and by focusing on training our staff in behavioral mental health and suicide prevention, this will also benefit the Flagstaff community.

What challenges have you encountered, or expect to encounter?

Time and funding are always challenges for educational institutions. With the additional grant funding, we would have a better opportunity to provide training and compensation for teachers after school hours.

Another challenge we have encountered is finding available professionals to provide quality trainings. We would utilize experienced and skilled trainers to provide the initial behavior and suicide prevention trainings. We will identify staff who are qualified and passionate about the training areas to have them focus on becoming trainers in future years to ensure sustainability.

What are the expected long-term community impacts of this project and its potential to improve the services available in Northern Arizona?

We believe that partnering with NACA in regards to suicide prevention and intervention would have a long-term community impact. Arizona has a 60% higher than national average of suicides per year. Arizona ranks 38th in the nation for suicide and 30th for all determinants of health. If numerous community agencies implemented congruent interventions, we anticipate a decrease in the suicide rate community wide. With increased awareness and confidence that comes through trainings, school staff will be better prepared to intervene in crisis situations with evidenced based prevention techniques both within the schools as well as the community.

Along with an increase in teacher and staff knowledge of behavior and mental health issues, all students, classrooms and families would benefit from quality early intervention. This would have a long term community-wide effect. With close to 10,000 students attending FUSD, there are many opportunities to directly impact families and services in Northern Arizona. Additionally, with staff trained to use behavioral health "quick screeners" student needs could be identified earlier and appropriate community referrals could be made. Since behavioral health screeners are used throughout a variety of local agencies, the screeners will provide a common language and assessment tool that will aide with community-wide collaboration.

The variety of trainings would increase awareness and prevention in classrooms and schools, and then trickle down to families and communities. The partnerships with NACA and Behavioral Consultation Services could also lead to further long-term community partnerships.

- What resources already exist that may be aligned or accretive?
  - Current community partnerships with Behavioral Consultation Services (BCS) and NACA would be aligned and strengthened.
  - FUSD has a strong working partnership with Terros and a referral system as part of crisis intervention policies. FUSD plans to continue to build and strengthen this relationship, especially when dealing with suicidal ideation and mental health issues.
  - District use of Prop 301 monies are used to pay teachers to attend trainings. These same funds would pay staff to participate in the variety of 10 behavioral health trainings offered over the course of the 2017-18 school year.
  - Sub pay is used when teachers attend trainings during the school day. This would be used for staff attending the CAMS or other trainings. Other staff would be able to utilize professional development during their work day.
  - Being able to utilize the variety of training sites FUSD has to offer is a cost saving resource to use with community agencies. This may be of benefit long-term with NACA to provide future CAMS and/or other suicide prevention opportunities.
  - FUSD employs a BCBA and these services would continue to be aligned and utilized along with

8. Projects which are coalition-based, with the prospect of becoming self-sustaining and/or for which NARBHA is not the sole source of funding, may be evaluated favorably. What partnerships are being pursued or have been developed, and what other measures are being taken to ensure or work towards project sustainability?

FUSD continues to contract with BCS for various services to support student's needs. BCS desires to focus on training staff to increase skills/knowledge in order to help staff be self-sustaining and implement interventions not just for one student but understanding behavioral interventions in general to implement with a larger number of students. Thereby implementing a "train the trainer" to provide sustainability of effective behavioral supports.

A partnership with NACA is being pursued and would potentially grow. A "train the trainer model" is an option for the CAMS training in the future, especially if NACA and FUSD combine resources. With numerous FUSD staff having a passion for suicide prevention and intervention, the knowledge learned throughout the year would be integrated into annual trainings and prevention programs.

FUSD will continue to take advantage of HCIC trainings to maintain community partnerships.

The strengths and successes of the Districtwide PBIS team will continue. Through monthly meetings with representation from all schools, the team will continue to build upon community relationships, supports and resources. They actively lead each of their individual schools' sustainability efforts.

# Financial Statement - Projected Budget (Federal Fiscal Year)

Project Name Integrating Behavioral Health Partnerships

# Revenues

	Amount
Revenue requested from NARBHA Institute	\$16,000

# **Other Revenues**

Γ		Amount
	Were there or will there be other revenues used to fund the project?  (Attach a list of other income sources and amounts)	\$22,000

# **Expenses**

Budget Items	Amount
a. Salaries and ERE	\$2,700
b. Professional and Outside Services (Trainers, etc.)	\$12,300
c. Travel	0
d. Occupancy (Equipment under \$2,000, repairs and maintenance)	0
e. Operating (Training fees, advertising, etc.)	\$1,000
f. Capital (Vehicles, equipment over \$2,000, property)	0
g. Other (attach spreadsheet detailing calculation)	0
Total Expenses	\$16,000

September 12, 2017 137

# Certifying Signature -

By signing this application, I confirm to the best of my knowledge that all of the information contained herein is true and accurate. I understand that all photographs or other documents submitted connection with this application will become the property of NARBHA and will not be returned. I warrant that the agency designated above owns all rights in the photographs and any project documents developed with Award funds, including copyright, and hereby grants NARBHA a royalty free irrevocable license to use the photographs or documents now or at any time in the future, in any manner it so chooses and in any medium now known or later developed. This includes the right to modify the photograph(s) or documents as necessary at NARBHA's sole discretion. This also includes, without limitation, use on or in the web sites, magazines, brochures, pamphlets, exhibitions and any other promotional materials of NARBHA.

AGENCY UNDERSTANDS THAT IN THE EVENT IT RECEIVES AN AWARD, SUCH AWARD HAS BEEN MADE FOR THE PERIOD DESCRIBED IN THE AWARD ONLY. IN NO WAY IS THERE ANY REPRESENTATION MADE REGARDING FUNDING BEYOND SUCH PERIOD.

AGENCY FURTHER UNDERSTANDS THAT THIS SUBMISSION IS A REQUEST FOR A GRANT AND DOES NOT CREATE A CONTRACTUAL RELATIONSHIP BETWEEN AGENCY AND THE NARBHA INSTITUTE. NARBHA IS NOT REQUIRED TO MAKE AN OFFER OF FUNDING, AND AGENCY IS IN NO WAY OBLIGATED TO ACCEPT FUNDING IF OFFERED. IF OFFERED FUNDING, AGENCY WILL BE REQUIRED TO EXECUTE SUCH AGREEMENTS AS NARBHA MAY REQUIRE REGARDING REPORTING AND OTHER TERMS AND CONDITIONS.

		27 22	
Accon	tance	hy A	gency:
ALLEN	Laile	NY	INCIIO A .

Print Phone

Name/Title: (New Set to VIS

Signature: MUSTUP Date: 7/25/17

### Suggestions

Do you have suggestions to improve the Grants program?

FUSD felt very fortunate to have learned about the Grants program opportunity. It would be nice to know how to access this information consistently in the future. The formatting of this document was difficult to use.

# Integrating community behavioral health partnerships

FUSD would like to offer additional Tier 2/3 training for schools and staff. We would like to do this in a couple different ways.

First, we would like to offer a training for each of the 15 schools. The focus would be classroom management using sound behavioral principles. The trainings will be lead in conjunction with Behavioral Consultation Services and would be 2 hours in length. (30 hours plus 3 prep hours totaling 33 hours billed)

We would also like to offer a "behavioral track" for 301 trainings throughout the course of the school year. This will entail 10 trainings over the course of the year. The focus will be PBIS 101, FBA/BIPs, ADHD interventions, understanding and working with students with oppositional defiance, bi polar, and autism spectrum disorders, and using behavioral screeners to identify anxiety, depression and substance abuse. Five of the ten 301 offerings will be provided and paid for through the school district or through free HCIC trainings. The other five of ten trainings would be provided in conjunction with Behavioral Consultation Services. Trainings would be 2 hours in length (10 hours plus 1 hour prep per course, totaling 15 hours billed).

We would also like to to increase the number of staff across the district to be trained in Suicide prevention and intervention. We would use an outside agency to provide the training (possibly NACA, CAMS or SOS trainers). NACA has offered to partner with FUSD for suicide prevention programming. They have also offered to partner together to offer the CAMS training for up to 50 FUSD staff members. The cost to split the CAMS training and consultation would be \$7,500 for FUSD.

Behavioral consultation services charges \$100/hour for services including training.

Approximate total cost for all the trainings: \$4,800 BCS Training \$7,500 NACA suicide prevention/intervention & CAMS Training

# **Other Revenues**

Prop 301 for Professional Development funds	\$18,000
FUSD Training facility rental value (2 trainings)	\$1,500
Administration/clerical supports for grant	\$1,500
management	Φ1 000
Training materials	\$1,000
	#22.000
Total:	\$22,000

All procurement of food, supplies, goods, and other services with Program funds by sponsors must comply with procurement standards prescribed in Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations located at 2 CFR Part 200 as well as 7 CFR Part 225. Procurement standards are specifically located in 7 CFR Part 225.17 and 2 CFR Part 200.317-326. (Note: Parts 3016 and Part 3019 have been superseded by 2 CFR Part 200 as adopted and supplemented by USDA in 2 CFR Part 400 for the SFSP and other Child Nutrition Programs.)

The State agency can provide more detailed information since, in addition to complying with the minimum Federal standards, sponsor purchases may have to meet more restrictive State and local standards, as well as special procurement requirements that may be established by the State agency, with approval of FNS, to prevent fraud, waste, and Program abuse.

The	FUSD #1 FACTS Program	will purchase food, supplies, equipment
	SPONSORING ORGANIZATION	

and other items for use in the Child and Adult Care Food Program in compliance with USDA and Federal Assistance Regulations, which implement OMB Circular A-102, and the State of Arizona Procurement Standards and Guidelines by using procedures outlined in this plan for Federal grant funds.

# **METHODS OF PROCUREMENT**

# A. Micro-Purchase (Purchases between \$0-\$3,500)

2 CFR Part 200 implemented a new micro-purchase threshold for the purchase of supplies or services, the aggregate amount of which does not exceed **\$3,500**.

- Micro-purchases may be awarded without soliciting competitive quotations if the price is considered to be reasonable and must be equitably distributed among qualified suppliers.
- For example, a sponsor must not make all purchases from one source rather; the sponsor must make purchases from all qualified sources equally.

# B. Small Purchases (Purchases between \$3,500-\$150,000, or the most restrictive threshold)

The Federal Small Purchase Threshold as it relates to all FNS program procurements under Federal grants is currently set at \$150,000 (CACFP Memorandum 01-2013: Federal Small Purchase Threshold Adjustment, October 2, 2012).

This threshold allows for more *small purchase procurements* to be conducted using simple and informal methods, such as price or rate quotations, for securing products and services, provided that each procurement is conducted in a manner that ensures free and open competition.

- Price or rate quotations must be obtained from an adequate number of qualified sources prior to purchasing from one of them.
- The institution must document the date, vendors consulted, and quotes received (including for verbal quotes). Store advertisements may be considered as documentation.
- State and local agencies may set a lower small purchase threshold and thereby impose more restrictive procurement procedures as authorized by 2 CFR Part 200.318(a). Therefore, all State and local procurement requirements still apply.

If the total amount of purchase for like items is more than **\$3,500 but less than \$150,000** (\$15,000 for state agencies) in aggregate value, purchases shall be made by the use of the small purchase procedure as follows:

- 1. Develop specifications for all items.
- 2. Obtain price quotations from an adequate number of suppliers.
- 3. Prepare a price quote documentation sheet and indicate the supplier who was awarded the quote.
- 4. Submit documentation sheet to review official.

When purchases are estimated to exceed the most restrictive small purchase threshold (Federal is \$150,000), sponsors must conduct a cost or price analysis (2 CFR Part 200.323). The following two formal procurement options are used for procuring a contract **over \$150,000** (such as with a FSMC):

# Two Formal Procurement options: (C or D)

# C. Competitive Sealed Bids (Formal Bid Advertising) (Purchases over \$150,000 or most restrictive threshold)

Bids are publicly solicited from two or more responsible bidders and a firm fixed-price contract (lump) sum or unit price is awarded to the lowest price responsive and responsible bidder whose bid conforms to all contract specifications, terms, conditions, and required provisions. Fixed priced contract is (with or without adjustment factors) based on a specified price index such as the Consumer Price Index (CPI). The public solicitation is an Invitation for Bid (IFB).

- Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids and the IFB must be publically advertised:
- The IFB, which will include any specifications and pertinent attachments, must define the items
  or services to be procured in order for the bidder to properly respond;
- All bids will be publicly opened at the time and place prescribed in the IFB;
- A firm fixed price contract award will be made in writing to the responsible bidder with the
  lowest responsive bid. Where specified in bidding documents, factors such as discounts,
  transportation cost, and life cycle costs must be considered in determining which bid is lowest.
  Payment discounts will only be used to determine the low bid when prior experience indicates
  that such discounts are usually taken advantage of;
- Any or all bids may be rejected if there is a sound documented reason.

# **Formal Bid Procedures**

If the total amount of purchases for like items is \$150,000 (\$15,000) for state agencies) or more in aggregate value, formal bid procedures will be utilized. Formal bid procedures will be utilized as follows:

- 1. Advertisement in a newspaper of general circulation.
- 2. Mail specifications and bid documents to all potential bidders.
- 3. Authorized sponsor personnel will publicly open and tabulate bids.
- 4. Bids will be submitted to the governing board for approval.

# D. Competitive Proposals

Competitive proposals are publicly solicited from an adequate number of qualified sources with more than one source submitting an offer with either a fixed-price or cost-reimbursable type contract awarded. It is used when conditions are not appropriate for the use of sealed bids.

# The Public Solicitation is a Request for Proposal (RFP)

A RFP is used to solicit responses in a competitive negotiation procurement method. A RFP is more qualitative in nature, and the vendor solicitation responses are scored based on evaluation criteria specified in the solicitation. For example, a portion of the score could be based on a taste test, or performance history with delivery times. Price must be the primary consideration when awarding a contract under this competitive procurement method.

- The RFP must be publicized and identify all evaluation factors and their relative importance and any response must be considered.
- The RFP must be solicited from an adequate number of qualified sources.
- The institution must have a written method for conducting the technical evaluations of the proposals received and for selecting recipients.
- Contracts must be awarded to the proposal that is most advantageous to the program, with price and other factors considered.

# **E. Noncompetitive Proposals**

Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation:
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

# PROCUREMENT RECORD RETENTION

The following records will be maintained for a period of three years plus the current year:

- Records of all telephone quotations
- Logs of all emergency and noncompetitive purchases
- All written quotations and bid documents
- Comparison of all price quotations and bids with the effective dates shown
- Log of approval substitutions

### PROCUREMENT ETHICS

State agencies and Child Nutrition Program operators are required to write a code of conduct to govern the performance of employees (sponsors) engaging in procurement. These written standards must prohibit employees from soliciting gifts and other incentives from prospective contractors, and also prohibit employees from participating in the selection, award, or administration of any contract to which they have a personal or financial connection. The code of conduct must also provide for disciplinary action to apply in the event the standards are violated.

# CODE OF CONDUCT

The following conduct will be expected of all persons who are engaged in the award and administration of contracts supported by Child and Adult Care Food Program Funds.

No employee, officer, or agency of the above-named sponsoring organization shall participate in selection or in the or in the award or administration of a contract supported by Program funds if a conflict of interest, real or apparent, would be involved.

Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- 1. The employee, office, or agent
- 2. Any immediate family member of person(s) listed in (1.)
- 3. His or her partner
- 4. An organization, which employs or is about to employ one of the above

The sponsoring organization employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

The purchase during the operating hours of any food or service from a contractor for individual use is prohibited.

The removal of any food, supplies, equipment, or property of the sponsoring organization, such as official records, recipes, books, and the like, is prohibited.

The outside sales of such items as used cooking oil, empty cans and the like will be sold by contract between the sponsoring organization and the outside agency. Individual sales by any personnel of the sponsor to an outside agency or other personnel are prohibited.

Staff, whether full-time, part-time or contracted, or board or immediate family members of staff or board are prohibited from being providers.

Rental of facilities, equipment, or furnishings from staff or board or another organization of which staff or board is also a member is prohibited.

Hiring of family members and paying them salaries/travel for which there is no documentation of work performed in prohibited.

The selling of items or services to providers from which staff or board members make a profit is forbidden.

Failure of any employee to abide by the above stated code could result in a fine, suspension, or both, or dismissal.

Interpretation of the code will be given at any	time by contacting
	(NAME OF AUTHORIZED SPONSOR REPRESENTATIVE)
	At
(Title)	(Phone number)
The sponsoring organization will not be response to make on behalf of the sponsoring	onsible for any other explanation/interpretation which anyone ng organization.
presumes to make on behalf of the sponsorir	

CACFP Small Purchase Document							
Date:		Purchases between \$3,500-\$150,000,					
Purchase Amount:		or the most restrictive threshold					
Type of Items Compared:	Stores Surveyed:	Quote Amounts:	Store Awarded - Yes or No:				
Totals:							
Notes and Reasons for Award or Non Award:							



## The Arizona School Boards Association

Invites you to celebrate and attend

# The Coconino County Meeting

Wednesday, October 25, 2017 5:30 pm to 7:30 pm

Hosted by

Tuba City USD

Tuba City Primary School – Cafeteria

Tuba City, Arizona

A \$25 registration cost will be charged and includes dinner and a special program.

Please register at azsba.org/countymtg.

We hope that your district leadership team will attend and help make this a time to celebrate board accomplishments and dig deep into best practices in superintendent and board evaluations.

September 12, 2017

lja Copper Mine

Vekol

Puok

146

Bonita

damana

# 2017 ASBA County Meetings

Your ASBA County Meeting provides opportunities for ASBA officers, staff and locally-elected county directors to share state-level issues, celebrate board member training accomplishments with awards, and hold elections for open county director positions. ASBA will also be presenting all Academy of Board Development Awards to all qualifying school board members.

# Meeting Agenda

5 p.m. Registration and Networking

5:30 p.m. Welcome

5:45 p.m. Enjoy Dinner and Student Entertainment

6 p.m. Introductions by ASBA

2018 Legislative Preview and Litigation Update

A Special Session on "Best Practices in Superintendent and Board Evaluations"

Presentation of Academy of Board Development Awards (Superior Training Accomplishments & Recognition (STAR) Awards including Copper — 150 hours, Turquoise — 300 hours, Silver — 450 hours and Gold — 600 hours)

Closing Remarks by ASBA

damana



**EXECUTIVE SUMMARY** Meeting Date: Sept. 12, 2017

Suk	Subject: Flagstaff Middle School Gym Roof Replacement and Main Roof Repair							
Boa	ard Goals:							
	1) Research and Create Desirable and Relevant Educational Opportunities and Services							
	2) Increase Public Engagement and Support for FUSD							
	3) Develop Diversified Partnerships and Revenue Opportunities							
$\boxtimes$	Action/Discussion Item		Information Item					
Rack	ground and Discussion							

As presented to the Bond Oversight Committee and approved, the gym roof on Flagstaff Middle School (FMS) needs to be replaced and the drains rebuilt in the main area of the school. The FUSD maintenance team has tried to have the gym roof repaired on a number of occasions, but now it needs to be replaced. There have been a number of leaks this summer in the gym and around the drains.

#### Fiscal Impact 2012

Bond Funds to Progressive Roofing for \$166, 580.84

#### **Recommendation to the Board**

The Board approve Progressive Roofing to replace the FMS gym roof, repair the main roof, and fix the drains.

Presented by: Bob Kuhn

September 12, 2017 148

							EMBER ATIONAL
	PROGRESSIVE ROOM		16.	<u> </u>	870	•	OOFING
	NOGNESSIVE I YOU		1	<b>)</b>	— <b>u</b> 』		ONTRACTORS SSOCIATIONS
	1 GPA LINE ITEM PRICING			1GPA CO	ONTRACT	#14	-184P
	ELACOTATE LINIFIED COLLOCI. DICTRICT				0/0/0047		
	FLAGSTAFF UNIFIED SCHOOL DISTRICT 3285 E SPARROW AVENUE				8/8/2017		
	FLAGSTAFF, AZ						
	I LAGSTAIT, AZ						
	FLAGSTAFF MIDDLE SCHOOL						
	SCOPE OF WORK:		,				
	GYM						
	Set-up perimeter fall protection prior to start. Tear-off existing						
	built-up roof membrane and replace any wet or damaged insula	ation.					
	under contingency if required.						
	Install 1/2" cover board in hot asphalt. Install 4 ply fiberglass						
-	built-up roof set in hot asphalt. Install single-ply base flashings and new kynar coated metal edge fascia. Install new scuppers						
	and new kynar coated metal edge fascia. Install new scuppers and downspouts. Flash all penetrations in accordance with	1					
	manufacturer's 20 year warranty requirements. Furnish manuf	acturer	's				
	20 year warranty and contractor 5 year warranty.	acturer					
	REPAIRS REST OF CAMPUS						
	Cut out and sump around all roof drains and 2 ply with modified	d in					
	hot asphalt (approximately 25 total). All plumbing and electric						
	tape to be done by others and not included in the bid. Repair a						
	splits, open penetrations and open laps. Install single-ply mem						
	over the existing expansion joint and terminate off on both side	s.					
	Web/ been/be			BID			ROJECT
	WORK DESCRIPTION	UNIT	А	MOUNT	QTY		AMOUNT
	DEMOVE MEMBRANE	0/5	Φ.				
	IREMOVE MEMBRANE	IS/E	. *	0 90	13 100	\$	11 790 00
	REMOVE MEMBRANE 1/2" COVER BOARD	S/F S/F	\$	0.90	13,100 13,100		11,790.00 12,445.00
				0.95 5.50		\$	11,790.00 12,445.00 72,050.00
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA	S/F S/F L/F	\$	0.95 5.50 15.00	13,100 13,100 480	\$ \$	12,445.00 72,050.00 7,200.00
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS)	S/F S/F L/F DAY	\$ \$ \$	0.95 5.50 15.00 560.00	13,100 13,100 480 58	\$ \$ \$	12,445.00 72,050.00 7,200.00 32,480.00
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS	S/F S/F L/F DAY L/F	\$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00	13,100 13,100 480 58 60	S S S S	12,445.00 72,050.00 7,200.00 32,480.00 1,200.00
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE	S/F S/F L/F DAY L/F S/F	\$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50	13,100 13,100 480 58 60 900	\$ \$ \$ \$ \$	12,445.00 72,050.00 7,200.00 32,480.00 1,200.00 5,850.00
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS	S/F S/F L/F DAY L/F	\$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 7,200.00 32,480.00 1,200.00 5,850.00 2,751.00
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY	S/F S/F L/F DAY L/F S/F	\$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50	13,100 13,100 480 58 60 900	\$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 7,200.00 32,480.00 1,200.00 5,850.00
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT	S/F S/F L/F DAY L/F S/F S/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 7,200.00 32,480.00 1,200.00 5,850.00 2,751.00 6,500.00 5,610.00
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT	S/F S/F L/F DAY L/F S/F S/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 7,200.00 32,480.00 1,200.00 5,850.00 2,751.00 6,500.00 5,610.00
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT  TAXES	S/F S/F L/F DAY L/F S/F S/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 7,200.00 32,480.00 1,200.00 5,850.00 2,751.00 6,500.00 5,610.00
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT  TAXES SUBTOTAL	S/F S/F L/F DAY L/F S/F S/F DAY L/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00 25.50	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 7,200.00 32,480.00 1,200.00 5,850.00 2,751.00 6,500.00 5,610.00 157,876.00 3,780.00 161,656.00
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT  TAXES	S/F S/F L/F DAY L/F S/F S/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 7,200.00 32,480.00 1,200.00 5,850.00 2,751.00 6,500.00 5,610.00
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT  TAXES SUBTOTAL BOND	S/F S/F L/F DAY L/F S/F S/F DAY L/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00 25.50	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 7,200.00 32,480.00 1,200.00 5,850.00 2,751.00 6,500.00 5,610.00 157,876.00 3,780.00 161,656.00
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT  TAXES SUBTOTAL BOND CONTINGENCY TO REPLACE ANY DAMAGED INSULATION IF	S/F S/F L/F DAY L/F S/F S/F DAY L/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00 25.50	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 7,200.00 32,480.00 1,200.00 5,850.00 2,751.00 6,500.00 5,610.00 157,876.00 3,780.00 161,656.00 2,424.84
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT  TAXES SUBTOTAL BOND CONTINGENCY TO REPLACE ANY DAMAGED INSULATION IF REQUIRED	S/F S/F L/F DAY L/F S/F S/F DAY L/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00 25.50	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 72,00.00 32,480.00 5,850.00 2,751.00 6,500.00 5,610.00 157,876.00 3,780.00 161,656.00 2,424.84
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT  TAXES SUBTOTAL BOND CONTINGENCY TO REPLACE ANY DAMAGED INSULATION IF REQUIRED	S/F S/F L/F DAY L/F S/F S/F DAY L/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00 25.50	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 72,00.00 7,200.00 32,480.00 5,850.00 2,751.00 6,500.00 5,610.00 157,876.00 3,780.00 161,656.00 2,424.84
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT  TAXES SUBTOTAL BOND CONTINGENCY TO REPLACE ANY DAMAGED INSULATION IF REQUIRED	S/F S/F L/F DAY L/F S/F S/F DAY L/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00 25.50	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 72,00.00 7,200.00 32,480.00 5,850.00 2,751.00 6,500.00 5,610.00 157,876.00 3,780.00 161,656.00 2,424.84
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT  TAXES SUBTOTAL BOND CONTINGENCY TO REPLACE ANY DAMAGED INSULATION IF REQUIRED	S/F S/F L/F DAY L/F S/F S/F DAY L/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00 25.50	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 72,00.00 7,200.00 32,480.00 5,850.00 2,751.00 6,500.00 5,610.00 157,876.00 3,780.00 161,656.00 2,424.84
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT  TAXES SUBTOTAL BOND CONTINGENCY TO REPLACE ANY DAMAGED INSULATION IF REQUIRED	S/F S/F L/F DAY L/F S/F S/F DAY L/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00 25.50	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 72,00.00 7,200.00 32,480.00 5,850.00 2,751.00 6,500.00 5,610.00 157,876.00 3,780.00 161,656.00 2,424.84
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT  TAXES SUBTOTAL BOND CONTINGENCY TO REPLACE ANY DAMAGED INSULATION IF REQUIRED	S/F S/F L/F DAY L/F S/F S/F DAY L/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00 25.50	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 72,00.00 7,200.00 32,480.00 5,850.00 2,751.00 6,500.00 5,610.00 157,876.00 3,780.00 161,656.00 2,424.84
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT  TAXES SUBTOTAL BOND CONTINGENCY TO REPLACE ANY DAMAGED INSULATION IF REQUIRED	S/F S/F L/F DAY L/F S/F S/F DAY L/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00 25.50	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 72,00.00 7,200.00 32,480.00 5,850.00 2,751.00 6,500.00 5,610.00 157,876.00 3,780.00 161,656.00 2,424.84
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT  TAXES SUBTOTAL BOND CONTINGENCY TO REPLACE ANY DAMAGED INSULATION IF REQUIRED	S/F S/F L/F DAY L/F S/F S/F DAY L/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00 25.50	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 72,00.00 7,200.00 32,480.00 5,850.00 2,751.00 6,500.00 5,610.00 157,876.00 3,780.00 161,656.00 2,424.84
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT  TAXES SUBTOTAL BOND CONTINGENCY TO REPLACE ANY DAMAGED INSULATION IF REQUIRED	S/F S/F L/F DAY L/F S/F S/F DAY L/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00 25.50	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 72,00.00 7,200.00 32,480.00 5,850.00 2,751.00 6,500.00 5,610.00 157,876.00 3,780.00 161,656.00 2,424.84
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT  TAXES SUBTOTAL BOND CONTINGENCY TO REPLACE ANY DAMAGED INSULATION IF REQUIRED	S/F S/F L/F DAY L/F S/F S/F DAY L/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00 25.50	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 72,00.00 7,200.00 32,480.00 5,850.00 2,751.00 6,500.00 5,610.00 157,876.00 3,780.00 161,656.00 2,424.84
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT  TAXES SUBTOTAL BOND CONTINGENCY TO REPLACE ANY DAMAGED INSULATION IF REQUIRED	S/F S/F L/F DAY L/F S/F S/F DAY L/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00 25.50	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 72,00.00 7,200.00 32,480.00 5,850.00 2,751.00 6,500.00 5,610.00 157,876.00 3,780.00 161,656.00 2,424.84
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT  TAXES SUBTOTAL BOND CONTINGENCY TO REPLACE ANY DAMAGED INSULATION IF REQUIRED	S/F S/F L/F DAY L/F S/F S/F DAY L/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00 25.50	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 72,00.00 32,480.00 5,850.00 2,751.00 6,500.00 5,610.00 157,876.00 3,780.00 161,656.00 2,424.84
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT  TAXES SUBTOTAL BOND CONTINGENCY TO REPLACE ANY DAMAGED INSULATION IF REQUIRED	S/F S/F L/F DAY L/F S/F S/F DAY L/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00 25.50	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 7,200.00 32,480.00 1,200.00 5,850.00 2,751.00 6,500.00 5,610.00 157,876.00 3,780.00 161,656.00 2,424.84 2,500.00
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT  TAXES SUBTOTAL BOND CONTINGENCY TO REPLACE ANY DAMAGED INSULATION IF REQUIRED	S/F S/F L/F DAY L/F S/F S/F DAY L/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00 25.50	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 72,00.00 32,480.00 5,850.00 2,751.00 6,500.00 5,610.00 157,876.00 3,780.00 161,656.00 2,424.84
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT  TAXES SUBTOTAL BOND CONTINGENCY TO REPLACE ANY DAMAGED INSULATION IF REQUIRED	S/F S/F L/F DAY L/F S/F S/F DAY L/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00 25.50	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 7,200.00 32,480.00 1,200.00 5,850.00 2,751.00 6,500.00 5,610.00 157,876.00 3,780.00 161,656.00 2,424.84 2,500.00
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT  TAXES SUBTOTAL BOND CONTINGENCY TO REPLACE ANY DAMAGED INSULATION IF REQUIRED	S/F S/F L/F DAY L/F S/F S/F DAY L/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00 25.50	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 72,00.00 32,480.00 5,850.00 2,751.00 6,500.00 5,610.00 157,876.00 3,780.00 161,656.00 2,424.84
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT  TAXES SUBTOTAL BOND CONTINGENCY TO REPLACE ANY DAMAGED INSULATION IF REQUIRED	S/F S/F L/F DAY L/F S/F S/F DAY L/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00 25.50	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 72,00.00 32,480.00 5,850.00 2,751.00 6,500.00 5,610.00 157,876.00 3,780.00 161,656.00 2,424.84
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT  TAXES SUBTOTAL BOND CONTINGENCY TO REPLACE ANY DAMAGED INSULATION IF REQUIRED	S/F S/F L/F DAY L/F S/F S/F DAY L/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00 25.50	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 72,00.00 32,480.00 5,850.00 2,751.00 6,500.00 5,610.00 157,876.00 3,780.00 161,656.00 2,424.84
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT  TAXES SUBTOTAL BOND CONTINGENCY TO REPLACE ANY DAMAGED INSULATION IF REQUIRED	S/F S/F L/F DAY L/F S/F S/F DAY L/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00 25.50	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 72,00.00 32,480.00 5,850.00 2,751.00 6,500.00 5,610.00 157,876.00 3,780.00 161,656.00 2,424.84
	1/2" COVER BOARD 4 PLY BUILT-UP ROOF METAL EDGE FASCIA LABOR (REPAIRS) DOWNSPOUTS FLASHING MEMBRANE 20 YEAR WARRANTY FORKLIFT EXPANSION JOINT  TAXES SUBTOTAL BOND CONTINGENCY TO REPLACE ANY DAMAGED INSULATION IF REQUIRED	S/F S/F L/F DAY L/F S/F S/F DAY L/F	\$ \$ \$ \$ \$ \$	0.95 5.50 15.00 560.00 20.00 6.50 0.21 650.00 25.50	13,100 13,100 480 58 60 900 13,100	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	12,445.00 72,050.00 72,00.00 7,200.00 32,480.00 5,850.00 2,751.00 6,500.00 5,610.00 157,876.00 3,780.00 161,656.00 2,424.84



Meeting Date: September 12, 2017

**EXECUTIVE SUMMARY** 

Sub	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							
$\boxtimes$	Action/Discussion Item		Information Item					
Boar "may that	rd meeting during the first reading, y" in the Exception paragraph. Afte	the board er an additi	nrollment. At the September 5 <sup>th</sup> Governing asked that the word "shall" be changed to onal review of the policy, it is recommended since there is no established date to submit					
Fisca	al Impact: additional ADM and/or t	uition						
	ommendation to the Board: Approevised.	ove the sec	ond reading of Policy JFB – Open Enrollment					
Prese	ented by: Mary K. Walton, Assista	nt Superin	tendent – Curriculum & Instruction					

#### © 2016 by Arizona School Boards Association

#### JFB © OPEN ENROLLMENT

The District has an open-enrollment program as set forth in A.R.S. <u>15-816</u> *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. <u>15-816.07</u>, 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

# FYI