

CONSENT
Item 7D.

IGA
NAU Educational
Technology Consortium

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 10
FROM: Phil Young, Director of Human Resources Reading
DATE: October 18, 2011 Discuss
SUBJECT: Approval to Enter Into Cooperative Purchasing Agreement Action
with NAU Education Technology Consortium
Consent X

OBJECTIVE: Goal #2 Focus on Planning for Future Student Needs

SUPPORTING DATA:

Due to the complexity of our technology infrastructure (e.g. switches, routers, filters, servers, bandwidth issues, security issues, etc.), HUSD must be able to call in high level support when mission critical challenges arise that cannot be resolved internally. For the past two years, the Governing Board has entered into a Cooperative Purchasing Agreement with the NAU Education Technology Consortium to provide this high level support.

This organization serves over sixty entities around Arizona (see Exhibit A in attached agreement), providing various levels of support as needed by each organization. The NAU ETC has enabled us to resolve a variety of high level technology issues with their support. Also note that this Cooperative Purchasing Agreement has been approved by the Arizona Board of Regents and reviewed by C. Dean Pickett, Attorney at Law.

SUMMARY & RECOMMENDATION:

For a \$500 annual membership fee for the Cooperative Purchasing Agreement (attached), HUSD will be able to continue to take advantage of ETC's expertise. Although the Yavapai County Educational Services Agency entered into a group membership this year that allows us to receive IT support on an *as needed basis* at a \$90/Hour rate (separate PO required for needed service hours), we must have a *direct membership* to attend no-cost SAIS trainings and receive very valuable ADE updates prepared by NAUETC staff (see Page 3 of attached NAUETC Board February 10, 2011 minutes). These additional services have been very beneficial over the past two years, especially given the less-than-solid reliability and support services relating to SAIS.

It is recommended that the Governing Board:
Move to approve entering into a Cooperative Purchasing Agreement with NAU Education Technology Consortium for one year from July 1, 2011 through June 30, 2012 for a membership fee of \$500.00.

Approved for transmittal to the Governing Board: Dr. Paul H. Stanton
Dr. Paul H. Stanton, Superintendent

Questions should be directed to: Phil Young @ 759-4000

Education Technology Consortium Cooperative Purchasing Agreement

This Agreement is entered into between the Arizona Board of Regents for and on behalf of Northern Arizona University ("NAU") and school districts ("Districts") and nonprofit educational institutions ("NEIs"). NAU, Districts, and NEI's may be referred to individually as "Party" and collectively "Parties". Districts and NEI's are listed in Exhibit A.

1. TERM

This Agreement shall be effective March 1, 2010, through February 28, 2015, unless otherwise terminated as provided herein.

2. RECITALS

2.1. Pursuant to Arizona Revised Statutes §§41-2631 through 41-2637, and the Arizona Board of Regents Procurement Code, Policy 3-808, NAU is an eligible public procurement unit and is authorized to administer a cooperative agreement.

2.2. Districts and NEIs are eligible local public procurement units pursuant to Arizona Revised Statutes §§41-2631 and 41-2637. Cooperative Purchasing is authorized for Districts pursuant to Arizona Administrative Code, Sections R7-2-1191 through R7-2-1195.

2.3. The purpose of this Agreement is to provide for the joint acquisition, development and use of software, personnel, supplies and other items as necessary to maintain computer systems and networks and to provide for data processing services, to include but not limited to, grant writing, accounting, student records, attendance accounting, grade reporting, testing, internet access, training, research, evaluation, and other administrative functions (collectively referred to as "Services") for NAU, the Districts and NEIs as requested by each individual Party.

2.4. NAU has the technological and physical capacity to offer a variety of economical services to participating Districts and NEIs through the Education Technology Consortium ("ETC").

2.5. NAU, Districts and NEIs desire to enter into this Agreement for the cooperative and economical procurement and use of technology equipment, materials and Services.

3. AGREEMENT

In consideration of the material promises and covenants herein, the Parties agree as follows:

3.1. Purpose.

The Parties to this Agreement shall, for their mutual benefit, jointly use Services as individually requested. NAU shall employ staff and purchase or lease equipment, supplies and software needed to provide Services. The Districts and NEIs shall contribute funds based upon each Party's individual selection of Services.

3.2. Determination of Services.

The power to determine the Services provided by NAU and to recommend a budget to NAU, shall rest with the Parties signing the Cooperative Purchasing Agreement, and shall be exercised through an elected board; such board shall consist of nine (9) representatives of the Parties to this Agreement "Executive Board".

3.3. Modification to Services.

Each Party has an equal right to request modifications to the Services. The requests shall be reviewed by NAU and may be implemented as recommended by the Executive Board.

3.4. Organization of Executive Board

3.4.1. Executive Board membership shall consist of the NAU Vice President for Research, and eight (8) representatives from the Districts and NEIs.

3.4.2. Representatives shall be elected to the Executive Board as provided in this Section 3.4.2. NAU shall solicit nominations for upcoming open positions by mail sixty (60) days prior to the spring meeting each year. NAU shall contact the nominated members to ascertain their willingness to serve on the Executive Board if elected. NAU shall mail out ballots to each Party's authorized signatory and each Party shall have one vote for each open position. Each Party shall return its ballot to NAU within thirty (30) days of receipt and NAU shall tally the votes. In the event of a tie, NAU shall mail a ballot with the names of the tied candidates. Each Party shall return the tie ballot to NAU within fifteen (15) days of receipt and NAU shall tally the votes. The newly elected Executive Board representatives shall attend the spring meeting, relieving outgoing representatives of the Districts and NEIs.

3.4.3. Elected representatives shall serve three (3) year terms and may be reelected to the Executive Board.

3.4.4. An Executive Board member's employer must be a Party to this Agreement. In the event the member District or NEI ceases to be a Party to this Agreement, the membership seat will be considered expired and will be included in the next election. In the event the designated representative duly elected to the Executive Board is no longer employed by a Party to this Agreement, the member District or NEI must designate a new representative for the Executive Board to serve the remainder of the term.

3.4.5. Each spring the Executive Board shall elect a Chairman and Vice-Chairman. The Chairman of the Executive Board shall preside at all NAU meetings as they relate to this Agreement. In his or her absence, the Vice-Chairman will assume the duties of the Chairman. Each member of the Executive Board shall have an equal vote in all deliberations in the Executive Board meetings.

3.4.6. The Executive Board shall make recommendations regarding the annual NAU budget and staffing requirements. The Executive Board shall set annual goals and objectives, establish District and NEI rates and special fees, if any, and recommend to the current Parties additional parties to this Agreement.

4. PAYMENT

Each Party shall pay an annual membership fee of Five Hundred (\$500) dollars and contribute funds as determined by its selected Services and percentages of use. Contributions for Services and use shall be calculated yearly and may vary from year to year, depending on the Services selected and the NAU budget. Payment for the annual membership fee and Services shall be made in two (2) equal payments, due July 1 and January 1, within thirty (30) days of receipt of NAU's invoice.

5. RECEIPT OF PAYMENT

5.1. NAU shall receive all payments, deposit the funds in an account designated for this purpose, and safeguard all funds resulting from this Agreement. All payments received by NAU under this Agreement shall be available to NAU to defray the costs of this program.

5.2. NAU shall maintain all necessary accounting records in accordance with Arizona State, ABOR, and Uniform System of Financial Records (USFR) rules, regulations and audit requirements. Audits may

be conducted at any time by an appropriate political subdivision or nonprofit educational institution which is a Party to this Agreement, or an agency of the State of Arizona, and by representatives of the Comptroller General of the United States or the Secretary of Education, as required by applicable federal regulations.

6. ADDITIONAL PARTIES

Additional Districts and NEIs may become parties to this Agreement upon recommendation of the Executive Board. Upon addition of a Party to this Agreement, Exhibit A shall be updated by NAU and distributed to all Parties. The additional Party shall abide by the terms and conditions of this Agreement, pay the full annual membership fee and a pro-rata share based on the Services it selects.

7. NOTICES

All notices shall be deemed to have been fully made seven (7) days after written notice has been deposited in the United States mail, registered and postage prepaid, or three (3) days after signature when sent via email, certified mail or facsimile, return receipt requested or other evidence of delivery and addressed to the Parties listed in Exhibit A. The address to which any notice, demand or other writing may be given or made or sent may be changed by written notice given to all Parties.

8. PURCHASES FROM THIRD PARTIES

In the event that NAU purchases materials or services from a third party for use by the Districts and NEIs, payment for and inspection and acceptance of materials and services ordered by Districts and NEIs, shall be the exclusive obligation of the Districts and NEIs. The exercise of any rights or remedies by the Districts and NEIs against the third party shall be the exclusive obligation of the Districts and NEIs. Failure of the Districts and NEIs to secure performance from the third party in accordance with the terms and conditions of its purchase order does not require NAU to exercise its own rights or remedies. The Districts and NEIs shall not use this Agreement as a method for obtaining concessions or reduced prices for similar materials or services.

9. CONTRACT CONTROVERSIES

Controversies between NAU and the Parties to the Agreement shall be resolved in accordance with Section 3-809 of the Arizona Board of Regents Procurement Code, and R7-2-1001 et seq. of the State Board of Education Administrative Codes for Procurement. Both NAU and the District shall endeavor to resolve any controversies between the two parties relating to this Agreement.

10. TERMINATION

10.1. Any Party may terminate, without notice, its participation in this Agreement if another Party fails to comply with the terms of this Agreement, or for conflict of interest in accordance with A.R.S. §38-511, provided that the terminating party shall remain liable for and shall pay for all materials and services ordered or provided through the effective date of termination.

10.2. Any Party may terminate its participation in this Agreement without cause by providing the Chairman of the Executive Board not less than ninety (90) days notice of its intent to terminate at the end of a fiscal year ending June 30.

10.3. Upon termination of a Party to this Agreement, Exhibit A shall be updated by NAU and distributed to all Parties.

10.4. Use of Federal Monies. If any purchase of materials or services pursuant to this Agreement involves the expenditure of federal assistance or contract monies, NAU shall comply with federal law and authorized regulations which are mandatorily applicable to such purchases.

10.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11. AVAILABILITY OF FUNDS

Funds may not presently be available to the District for performance under this Contract beyond the current fiscal year. No legal liability on the part of the District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. The District shall make reasonable efforts to secure such funds.

RESOLUTION

The Governing Board of Humboldt Unified School District #22

hereby authorizes the future signing by Dr. Paul H. Stanton, Superintendent
(Authorized Agent's Name)

of a Cooperative Purchasing Agreement titled "Education Technology Consortium" for the purpose of providing for the joint acquisition, development and use of software, personnel, supplies and other items as necessary to maintain computer systems, and networks, and to provide for data processing services to include but not limited to, grant writing, accounting, student records, attendance accounting, grade reporting, testing, internet access training, research evaluation and other administrative functions for NAU, Districts and NEIs, as requested by each individual party.

This Resolution was adopted by the Governing Board of the H.U.S.D.

Humboldt Unified School District #22
(Name of Legal Entity)

on October 18, 2011.

Member of Governing Board

Member of Governing Board

Authorized Signatory

Member of Governing Board

Member of Governing Board

Member of Governing Board

**EDUCATION TECHNOLOGY CONSORTIUM
COOPERATIVE PURCHASING AGREEMENT**

WHEREAS, Section 6, of the Education Technology Consortium Cooperative Purchasing Agreement (Agreement) allows for additional parties to be added; and

WHEREAS, Humboldt Unified School District #22 (the "Additional Party") desires to join in the Agreement on the terms and conditions contained therein; and

WHEREAS, the Executive Board of the Education Technology Consortium has recommended that the Additional Party be added to the Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Additional Party is hereby added to the Agreement and is entitled to all benefits under the Agreement.
2. The Additional Party hereby accepts the terms, conditions and responsibilities under the Agreement, including, but not limited to payment as required by the Agreement.
3. The Additional Party warrants that it has the power to enter into the Agreement or that power has been appropriately delegated by a resolution of the Additional Party's governing board.
4. The Additional Party warrants that it is an entity permitted to enter into cooperative purchasing agreements pursuant to Arizona Revised Statutes, §§41-2631 and 41-2632.

Chairman of the Executive Board of ETC

Authorized Signatory

EXHIBIT A

School Districts ("Districts"):

- a. Antelope Union High School District #50
- b. Ash Fork Joint Unified School District #31
- c. Balsz Elementary School District #31
- d. Bowie Unified School District #14
- e. Buckeye Elementary School District #33
- f. Camp Verde Unified School District #28
- g. Chino Valley Unified School District (provisional)
- h. Colorado River Union High School District #2
- i. Crane Elementary District #13
- j. Flagstaff Unified District #1
- k. Fort Sumner Municipal Schools (New Mexico)
- l. Gadsden Elementary District #32
- m. Higley Unified School District #60
- n. Hyder Elementary District #16
- o. Kingman Unified District #20
- p. Lake Havasu Unified District #1
- q. Laveen Elementary School District #59
- r. Littlefield Unified School District #9
- s. Maine Consolidated District #10
- t. Maricopa Unified School District #20
- u. Mohave Valley Elementary District #16
- v. Mohawk Valley Elementary School District #17
- w. Morenci Unified School District #18
- x. Parker Unified District #27
- y. Peach Springs Unified School District #8
- z. Pendergast Elementary School District #92
- aa. Pine-Strawberry Elementary School District #12
- bb. Quartzsite Elementary District #4
- cc. Queen Creek Unified School District #95
- dd. Riverside Elementary District #2
- ee. Roy Municipal Schools (New Mexico)
- ff. Saddle Mountain Unified School District #90
- gg. Sahuarita Unified School District #30
- hh. Sedona-Oak Creek Joint Unified School District #9
- ii. Seligman Unified District #40
- jj. Sierra Vista Unified School District #68
- kk. St David Unified School District #21
- ll. St Johns Unified School District #1
- mm. Thatcher Unified School District #4
- nn. Tolleson Elementary School District #17
- oo. Tombstone Unified School District #1
- pp. Tonto Basin School District #33
- qq. Topock Elementary School District #12
- rr. Wellton Elementary District #24
- ss. Willcox Unified District #13

- tt. Young Public School District #5
 - uu. Yuma County School Superintendent
2. Nonprofit Educational Institutions (“NEIs”)
- a. Arizona Charter Academy (Formerly Success School)
 - b. Choice Education and Development Corp
 - c. Copper Canyon/Desert Pointe Academy
 - d. Daisy Education Corporation (Sonoran Science Academy)
 - e. Flagstaff Arts and Leadership Academy (Provisional)
 - f. Jefferson Academy of Advance Learning
 - g. Kingman Academy of Learning
 - h. Milestones Charter School
 - i. Northpoint Expeditionary Learning Academy
 - j. Phoenix Collegiate Academy
 - k. PLC Charter Schools
 - l. Prescott College
 - m. St Michaels Association for Special Education
 - n. Valley Academy for Career and Technology Education
 - o. Westwind Children’s Services
 - p. Yavapai County Education Service Agency

NOTICE OF MEETING OF THE EDUCATION TECHNOLOGY CONSORTIUM

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Education Technology Consortium and to the general public that the Executive Board will hold a meeting open to the public. As indicated in the following agenda, the Executive Board may vote to go into executive session, which will not be open to the public, to discuss personnel matters. The agenda for the meeting, posted January 26, 2011 is as follows.

**PLACE: Board Room
Lake Havasu Unified School District Office
2200 Havasupai Blvd
Lake Havasu City, AZ 86403
928-505-6900**

DATE: Thursday, February 10, 2011

TIME: 11:30 AM, lunch will be served

<u>Item Number</u>	<u>Item Type</u>	<u>Item</u>
1.	Action	Call meeting to order
2.	Action	Approval of Minutes, September 3, 2009
3.	Action	ETC Executive Board Elections
4.	Action	ETC Membership Renewals and Additions
5.	Action	Approval of FY11 Budget
6.	Informational	Director's Report
7.	Informational	Genesis Implementation
8.	Informational	Finance Department Report
9.	Action	Executive Session if needed
10.	Action	Reconvene into regular session for any action resulting from Executive Session
11.	Action	Adjourn

Minutes from ETC Executive Board Meeting held on 2/10/2011

Meeting was held at the Lake Havasu Unified School District Office, 2200 Havasupai Blvd, Lake Havasu AZ.

ETC Board Members in attendance:

- Mike Wicks, Crane ESD
- E. (Missy) Wood, Lake Havasu USD
- Wanda Hubbard, Kingman USD
- Robert Bernhard, Gadsden ESD
- Mary Knight, Flagstaff USD
- Robert Klee, Antelope UHSD
- Melody Bowling, Northern Arizona University Office of the VP for Research

Others in Attendance:

- Claire Nyce, Executive Director
- Valerie Hubbard, Acting Finance Department Manager
- Janice Durham, Gadsden ESD

Meeting called to order at 11:30 AM by M Wicks

Approval of minutes from 3/9/2009 by M Wicks, E Wood moved, second by M Knight. Accepted without corrections. Motion carried.

ETC Executive Board Elections:

- Mike Wicks, representing Crane Elementary School District accepted the nomination of ETC Executive Board President. Nominations were closed with a motion by R Bernhard, Second by E Wood. Motion carried.
- Missy Wood, representing Lake Havasu Unified School District was nominated and accepted the nomination for ETC Executive Board Vice President. Nominations were closed with a motion by W Hubbard, second by R Bernhard. Motion carried.

ETC Membership Changes:

The old Cooperative Purchasing Agreement expired and a new agreement was provided to all members with an effective date of 2/15/10. Most existing members renewed and have provided board approved agreements as listed in agenda item 4.

Discussion regarding this item:

- Most new members have joined the Consortium for networking or SAIS services. Members are entitled to receive ADE Updates and can attend ETC sponsored SAIS training at no cost. At the Just in Time SAIS training sessions in Autumn 2010 the offer was made to convert training fees to membership and a block of SAIS support hours. Several new members joined for this reason: Pendergast, SMUSD, Sahuarita, St Johns, Jefferson Academy, Northpoint, Sonoran Science Academy, VACTE, and Westwind Academy.
- Sierra Vista USD joined for Genesis support and were part of the RFP selection committee and the evaluation process.

- The Yavapai County Education Services Agency asked to join on behalf of their county members so that their sites can use our network services at member rates. We also worked closely with them to host and support NWEA testing at many sites. The organization paid a higher blanket fee of \$6000 rather than the usual \$500 annual fee. The question was raised about whether all of Yavapai county can attend training at no cost and get the ADE Updates? C Nyce responded that our SAIS expertise is a resource of the organization, and feels it should be limited to direct members, thus districts and sites that are under the umbrella of YCESA are not included in ADE updates nor can they attend ETC sponsored trainings at no cost. Anecdotally, the wife of the YCESA director runs a charter school (Northpoint) which joined as a direct member in order to receive the ADE Updates. The cost is small but represents more of a commitment from the member and is to the advantage of the organization overall. C Nyce asked if this decision should be changed? Consensus of board members was no change should be made.
- Several members have yet to return a board approved CPA. We have made contact with these sites regarding the agreement and whether they will continue to use services in FY12. Most are expected to do so.
- As a result of a communication from Windsor Management Group (Visions vendor) some sites that were members for hosting dropped their membership and moved their hosting to WMG when they were told that they would be charged for updates done on ETC servers. A WMG vice president made contact and apologized for what he said was a poor decision on the part of the company, but 4 small hosting sites were lost.
- Some sites left that were no longer using SIRS or planned to move away from SIRS.
- Some new sites have started using services and we await their board approved CPA so are not in the list for approval at this time. These sites have paid for any services they are currently receiving.

Wanda Hubbard made the motion to approve the membership of all districts and charters listed on agenda item 4 that have returned a signed agreement. Second by E Wood. Motion Carried.

ETC budget and current financial status:

C Nyce explained the current financial status as well as the budget projections. FY10 ended well with a greater surplus than expected, while FY11 started with the loss of many school services support clients and in some cases the hosting fees for the software as well, plus other unplanned for costs increases. C Nyce explained that she expects to end the FY in good financial shape, but with a smaller carry forward than expected. Since eliminating our debt several years ago we have maintained a cushion of between \$80-90,000. This ensures that if payments are delayed, such as with erate reimbursements, we should still be able end the fiscal year with a positive balance.

Discussion on this item:

- E Wood asked if Nyce expected NAU to reclaim the overhead not yet taken from our accounts? Yes
- Salary savings are from the unfilled position of Finance Manager? Yes, would like to fill this as soon as possible, applications under review. Concern that candidates may no longer be interested given the amount of time that has passed.
- Discussion of the revenues lost in school services? Many members were unhappy with SIRS anyway and when the company was bought out, decided to make a change on their own rather than waiting on our RFP process which has been slowed by the NAU

purchasing department. One person on the school services staff that is handling SAIS submissions for some districts has been RIF'd as a result.

- E Wood said that employees of LHC have not had a raise in many years. Nyce explained that she had no idea that NAU was planning for any raises and that she was notified that several employees were in the reclassified positions. There was no option to forego the raises and given that the organization is self-funded, it placed an unexpected burden on the budget. Melody Wood, the NAU representative indicated that in the future should this occur again it might be possible for the Vice President of Research to intercede.
- Questions were raised about the optimistic budget prediction overall for FY11. This is based on past experience whereby we tend to bring in new networking business and because we will have some districts returning for services (sites that left under SIRS but find they want our Genesis support again) and will gain new sites.

Motion made to accept the current financial status and the budget proposal by Wanda Hubbard, second by E Wood. Motion carried.

C Nyce presented the Directors Report, an overview of organizational activities. The greatest changes are in School Services with personnel changes, software changes and the implementation of Genesis.

C Nyce presented information regarding the ongoing Genesis implementation. M Wicks commented that while there had been some glitches, Crane was pleased with the software and the support.

V Hubbard presented the Finance department report. V Hubbard listed recently completed projects and plans for upcoming projects. Major focus has been on fully testing the 7.9 upgrade. Several show stoppers were identified and have been fixed. Districts are scheduled for conversion starting in March. A finance work planning session will be scheduled for spring after the conversion/upgrade is complete to settle on priorities for new module implementations, and to discuss resources and direction for the department.

No executive session was required.

Meeting adjourned after a motion from W Hubbard, second by E Wood.

CONSENT
Item 7E.

IGA
YC Dual Enrollment

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 7E
FROM: Diana Green, Director of Ed. Services Reading
DATE: October 18, 2011 Discuss
SUBJECT: Renewal of Yavapai College Dual Credit IGA with Bradshaw Mountain High School Action X

OBJECTIVE: Goal # 1 Raising Student Achievement

SUPPORTING DATA:

SUMMARY & RECOMMENDATION:

Bradshaw Mountain High School currently offers courses that meet Yavapai College requirements in the areas of curricular content and instructor credentials. The IGA formalizes this process and allows high school students to earn dual credit. The courses that meet requirements for the 2011-12 school year are College Composition I, College Composition II, College Algebra, Pre-Calculus, Nursing Assistant, Introduction to Networking Technology, Networking Technologies Certification, Exploring Network Operating Environments, and A+ Computer Technician Certification. Future considerations for other courses will be brought to the Board prior to any implementation.

Contained in the IGA is a reciprocal Services Agreement that states a course taught by a qualified Humboldt Unified School District instructor will result in no funds being exchanged. Both parties obtain a public benefit and this is in the best interest of our students.

It is recommended that the Governing Board:

Move to approve the dual credit IGA with Yavapai Community College and the following course offerings. College Composition I, College Composition II, College Algebra, Pre-Calculus, Nursing Assistant, Introduction to Networking Technology, Networking Technologies Certification, Exploring Network Operating Environments, and A+ Computer Technician Certification for the 2011-12 school year.

Approved for transmittal to the Governing Board:



Dr. Paul H. Stanton

Questions should be directed to: Diana Green

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
YAVAPAI COMMUNITY COLLEGE DISTRICT
AND
HUMBOLDT UNIFIED SCHOOL DISTRICT NO. 22**

This Intergovernmental Agreement (“Agreement”) is entered into this 1st day of September, 2011 between Yavapai Community College District, (“College”), and Humboldt Unified School District No. 22 (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(G), § 15-1444(B)(4), and § 15-1821.01. Grant schools are authorized to participate in this Agreement under the Tribally Controlled Schools Act, 25 U.S.C. § 2501 *et seq.* This Agreement and its use are mandated under A.R.S. § 15-1821.01(1).

College has determined that it is in the best interests of the citizens of the district to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Enrollment Courses, as defined in Section 2 below, to eligible School District students.

2. DEFINITION

Pursuant to A.R.S. § 15-101(11), a “Dual Enrollment Course” is defined as a college level course that is conducted on the campus of a high school or on the campus of a joint technological education district, and that is:

- A. applicable to an established community college academic degree or certificate program, and transferable to a university under the jurisdiction of the Arizona Board of Regents; or
- B. applicable to a community college occupational degree or certificate program.

C. Notwithstanding the foregoing, physical education shall not be available as a Dual Enrollment Course.

3. EFFECTIVE DATE AND TERM

This Agreement shall be effective:

- A. After the governing boards of School District and College have approved it; and
- B. On the date that authorized representatives of both Parties have signed it ("Effective Date").

The term of this Agreement shall be from the Effective Date through June 30, 2012 ("Term").

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

- A. College will offer Dual Enrollment Courses to School District juniors and seniors, and freshman and sophomore students subject to Paragraph F in this Section 4.1, who meet College's prerequisites.
- B. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to School District students are:
 - 1. of a quality and depth to qualify for college credit as determined by College;
 - 2. evaluated and approved through the College curriculum approval process;
 - 3. at a higher level than taught by the School District high school;
 - 4. transferable to an Arizona public university or applicable to an established community college occupational degree or certificate program; and
 - 5. compliant with all other standards for College courses.

Dual Enrollment Courses offered pursuant to this Agreement are listed in Exhibit B attached to this Agreement.

- C. Students enrolled in Dual Enrollment Courses shall be admitted to College for college level credit under current procedures for admission of students to College, and in compliance with A.R.S. § 15-1821.01 and A.R.S. § 15-1805.01. A student who is under eighteen (18) years of age may be granted admission if the student meets the prerequisites for the Dual Enrollment Course and the student achieves any one of the following:
 - 1. a composite score of ninety-three (93) or more on the preliminary scholastic aptitude test;

2. a composite score of nine hundred thirty (930) or more on the scholastic aptitude test;
3. a composite score of twenty-two (22) or more on the American college test;
4. a passing score on the relevant portions of the Arizona instrument to measure standards test;
5. the completion of a college placement test designated by College that indicates the student is at the appropriate college level for the course; or
6. is a graduate of a private or public high school or has a high school certificate of equivalency.

Home schooled students are exempt from Sections 1-6 of this Paragraph C. Notwithstanding the above, a student who enrolls in a vocational or occupational education course may be admitted on an individual basis with the approval of College if the student meets the established requirements of the course for which the student enrolls and College determine that the student's admission is in the best interest of the student. College retains the right to refuse admission to and remove a student from Dual Enrollment Courses in accordance with College policy.

- D. College has the right to limit the number of semester hours in which a student may enroll in Dual Enrollment Courses to not more than six (6) credit hours per semester.
- E. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq.*
- F. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 5.1(E) below, College may waive the class status requirements for up to twenty-five percent (25%) of the students enrolled for Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course which shall include a demonstration, by an examination of the specific purposes and requirements of the course, that freshman and sophomore students who meet the Dual Enrollment Course prerequisites are prepared to benefit from the college level course. College shall report all exceptions and the justification for each exception.
- G. College will provide to School District the instructional information necessary to meet the goals of the courses delivered, including but not limited to College approved textbook titles, syllabi, course outlines and grading standards applicable to the Dual Enrollment Courses.
- H. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College courses are applied to the Dual Enrollment Courses.

- I. For each student, College will assign an identification number to the student that shall correspond to or reference the Student Accountability Information System (SAIS) number assigned to the student. School District will provide College with the SAIS number for each student as provided in Section 5.1(G).
- J. College will grant College credit for a Dual Enrollment Course when a student satisfactorily completes the course.

4.2. Instructors and Instruction

- A. College will ensure that School District instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College campus.
- B. If College is providing the instructor for a Dual Enrollment Course, College will provide at College's expense a substitute instructor, as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Dual Enrollment Course.

4.3. Assessment and Monitoring

- A. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.
- B. College will involve full-time College faculty who teach a particular discipline in the selection, orientation, ongoing professional development and evaluation of School District faculty teaching Dual Enrollment Courses.
- C. College will designate a liaison officer to assist with dual enrollment activities and to meet with the liaison designated by School District as necessary and, at least once within a two-year period, to review Dual Enrollment Course outlines and School District's high school Scope and Sequence, and to review and amend the course outlines as necessary.
- D. College will provide career counseling and advisement for School District students enrolled in Dual Enrollment Courses for the duration of the term of this Agreement.

4.4 Policy and Procedure

- A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.
- B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.

- C. College will provide School District access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to Title 34, Part 99, Section 99.31 of the Code of Federal Regulations, the Family Educational Rights and Privacy Act of 1974, as amended (“FERPA”), School District and College may disclose educational records of students to each other as “officials of another school system” where the student is enrolled.

4.5 Students with Disabilities

- A. After notification from School District of a student’s need, if College is providing the instructor, College will cooperate with School District to ensure the instructor complies with Section 504 of the Rehabilitation Act of 1973, as amended, and the Individuals with Disabilities Education Act. College shall work with School District in determining appropriate accommodations, however, School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations.
- B. College will provide training and guidance to instructors and other personnel in the area of compliance with the Americans with Disabilities Act (ADA) and Rehabilitation Act of 1973, as amended, as the Acts specifically relate to instructing students in a postsecondary education situation.

4.6 Reporting and Tracking

- A. College will provide a report to the Joint Legislative Budget Committee on or before October 1 of each year with such documentation as may be required under A.R.S. § 15-1821.01(6), as from time to time amended, regarding the Dual Enrollment Courses offered in conjunction with School District during the previous fiscal year. School District shall provide College with data required for inclusion in the report not later than September 1 of each year as specified in Section 5.6. School District will also assist College by providing data for any additional reports required by State or other governmental entities in relation to Dual Enrollment Courses.
- B. College will conduct tracking studies of subsequent academic or occupational achievement of students enrolled in Dual Enrollment Courses offered pursuant to this Agreement, and shall provide its report to the Joint Legislative Budget Committee by October 1 of each year, or each odd numbered year as may be required pursuant to A.R.S. § 15-1821.01 (6). School District will provide College with data required for inclusion in the tracking study if requested by College.

5. OBLIGATIONS OF SCHOOL DISTRICT

5.1 General Course Requirements

- A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 5.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.
- B. Pursuant to A.R.S. § 15-1821.01(7), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student, as defined in A.R.S. § 15-901(A)(2)(b), and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901(A)(2)(c), in a school in School District; except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.
- C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the policies, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of School District at the School District facility during the day.
- D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in courses.
- E. The School District Superintendent or designee may allow freshman and sophomore students to enroll in Dual Enrollment Courses subject to Section 4.1(F) above.
- F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students according to School District policies. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.
- G. For each student enrolling in a Dual Enrollment Course, School District will enroll the student using the student's SAIS number and provide that number to College.

5.2 Instructors and Instruction

- A. If School District is to provide the instructor, School District will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Courses and submit each instructor's name and credentials to College for approval.
- B. School District will ensure that instructors teaching Dual Enrollment Courses provide instruction in accordance with policies, regulations and instructional standards of College and comply with College assessments.

- C. If School District is providing the instructor, School District will provide at School District's expense a substitute instructor, as necessary and as agreed upon by College, to cover the absence of a School District instructor who teaches a Dual Enrollment Course. In the case of substitutions exceeding ten (10) consecutive school days, School District shall notify College in writing of the name and credentials of the substitute instructor.

5.3 Assessment and Monitoring

- A. School District will designate a liaison officer to assist with dual enrollment activities and to meet with the College designated liaison as necessary and, at least once within a two-year period, to review Dual Enrollment Course outlines and School District's high school Scope and Sequence to review and amend the course outlines as necessary.
- B. School District will provide counseling and advisement for School District students enrolled in Dual Enrollment Courses for the duration of the term of this Agreement.

5.4 Policy and Procedure

- A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:
1. has completed the necessary registration forms;
 2. has completed College assessment examinations, if required by College;
 3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
 4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
 5. is aware of the requirements for determination of resident/nonresident tuition.
- B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor's participation in the dual enrollment program for failure to follow College requirements.
- C. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to Title 34, Part 99, Section 99.31 of the Code of Federal Regulations, the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

5.5 Students with Disabilities

School District will determine the appropriate accommodations for each qualified student with disabilities in accordance with the Americans with Disabilities Act and

Section 504 of the Rehabilitation Act of 1973, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations as required by Federal and State law and as negotiated between the College Disability Resource office and School District. School District shall work with College in determining appropriate accommodations. School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations.

5.6 Reporting and Tracking

By September 1 of each year, School District will provide to College information required by the Legislature for submission of reports as specified in Section 4.6 above.

5.7 Facilities and Funding

- A. School District will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment Courses shall comply with all applicable provision of the state Fire Marshall Code, A.R.S. § 41-2161 et seq. (access for disabled persons), and all other applicable federal and state laws.
- B. Payment, if any, for facilities and ancillary services shall be designated in Exhibit A attached to this Agreement.

6. MUTUAL AGREEMENTS

6.1. Instructor.

- A. Throughout the term of this Agreement, an instructor provided by College shall remain an employee of College, and shall be subject to the terms and conditions of the instructor's employment contract and College policy. An instructor provided by School District shall remain an employee of School District, and shall be subject to the terms and conditions of the instructor's employment contract and School District policy, but shall also be subject to continuing approval by College. Should a School District instructor violate College procedure or policy, College may withdraw authorization for the instructor to participate in the dual enrollment program and School District, upon such withdrawal of authorization, shall substitute another qualified instructor and notify College in writing of such substitution. The instructor must be approved by College pursuant to the terms of this Agreement.
- B. Throughout the term of this Agreement, an instructor provided by College shall remain an employee of College, and shall be subject to the terms and conditions of the instructor's employment contract and College policy, but shall also be subject to School District policy. Should an instructor violate School District procedure or policy, School District may ask College to withdraw authorization for the instructor to participate in the dual enrollment program and College, upon such withdrawal of authorization, shall substitute another qualified instructor and notify School District in writing of such substitution.

- 6.2. Student.** Each student enrolled in a Dual Enrollment Course, even though enrolled as a College student during the term of the Dual Enrollment Course, shall remain a student of School District and shall follow the schedule and calendar of classes as established by School District and approved by College.
- 6.3. Removal from Course.** School District retains the right to refuse to allow a student to enroll in a Dual Enrollment Course and to discipline and/or remove any student from the Dual Enrollment Course in accordance with School District policies. College shall have the right to request School District to remove a student from a Dual Enrollment Course in accordance with College policy.
- 6.4. Schedule and Number of Students.** School District and College shall mutually determine the schedule of, and maximum and minimum number of students to enroll in, each Dual Enrollment Course. Such schedule shall not be changed except by written agreement of School District and College. School District and College must mutually agree if any student who is not a student of School District will be enrolled in a Dual Enrollment Course; provided, however, that any such student must comply with the admissions requirements and course prerequisite requirement provisions of this Agreement.
- 6.5. Availability of Instructors.** Availability of Dual Enrollment Courses offered by College shall be dependent on the availability of appropriately qualified instructors. College may compensate School District for the services of a qualified instructor provided by School District or, alternatively, College may provide a qualified instructor to deliver any Dual Enrollment Course.
- 6.6. Guidelines.** School District and College shall ensure that each student enrolled in a Dual Enrollment Course, and all personnel of School District and all personnel of College who are involved in the dual enrollment program are provided with dual enrollment guidelines, and that such persons agree to review and comply with the guidelines.
- 6.7. Rigor of Courses.** College and School District agree that college level courses are rigorous and demanding courses, and the standards and criteria of any Dual Enrollment Course shall meet statutory and College criteria, and such criteria shall not be diminished for the purpose of the dual enrollment program.

7. FINANCIAL PROVISIONS AND FORMAT FOR BILLING: See Exhibit A attached.

- 7.1. Fees.** Fees and charges for the Dual Enrollment Courses and program are provided on Exhibit A attached to this Agreement.
- 7.2. Supplies.** School District will provide and pay for basic textbooks, workbooks, supplies and other costs related to the teaching of and the administration of Dual Enrollment Courses within School District.

7.3. Tuition.

- A. The student or School District shall be responsible for payment of tuition to College. Please refer to Exhibit A, Financial Provisions, Section 1.
- B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth in Exhibit A. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.
- C. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the total number of student credit hours for which each student has enrolled each term, and depending upon the residency status of the student. Pursuant to A.R.S. § 15-1802(C), the residency of an unemancipated student under the age of nineteen years will be that of the student's parent or legal guardian, and any student who is not a legal resident of Arizona will be charged out of state tuition rates.

8. CONTINUATION OF AGREEMENT

The continuation of this Agreement beyond the initial fiscal year is dependent on and subject to the appropriation and availability of funding for each Party in each subsequent fiscal year. If sufficient funding is not made available to allow a Party to continue meeting its contractual obligations under this Agreement, that Party shall so notify the other Party and either Party may cancel this Agreement and have no further obligation to the other Party. In the alternative, the Parties may by mutual written agreement, modify this Agreement to reduce the level of compensation, services or other consideration provided.

9. RECORDS

All accounts, reports, files and other records relating to this Agreement shall be kept for a minimum of five (5) years after termination of this Agreement and shall be open to reasonable inspection and audit by the other party during that period. Audits may be conducted, at a time mutually agreed upon by the parties, by any appropriate political subdivision or agency of the State of Arizona or by representatives of the comptroller General of the United States or the Secretary of Education when required by applicable federal regulations.

10. CONFIDENTIALITY

All written student records shall be kept confidential in accordance with the Family Rights and Privacy Act (20 USC 1232(g)) ("FERPA") and regulations adopted pursuant to FERPA, the Individuals with Disabilities Education Act ("IDEA") and regulations adopted thereunder, and applicable state laws and school board policies controlling the disclosure of personally identifiable information from a student's education records.

11. TERMINATION/DISPOSITION OF PROPERTY

- 11.1. Termination.** Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than ninety (90) days prior to the intended date of termination. Except as provided in this section 11, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.
- 11.2. Risk to Health or Safety.** If either Party has reason to suspect that any activities undertaken pursuant to this Agreement present a risk to the health or safety of students or is contrary to the Party's mission or operations, that Party may request that a meeting between the Parties be convened within 48 hours and promptly confirm the meeting in writing. In such circumstances, the Parties to this Agreement will attempt to reconcile differences within five (5) working days of such meeting. If reconciliation is not achieved within the five (5) day period, this Agreement will automatically terminate.
- 11.3. No Relief from Obligations.** Termination shall not relieve either Party from its obligation to pay for services provided prior to termination and those for any student already admitted and enrolled in a course or courses and obtaining dual credit at the time of termination or notice thereof.
- 11.4. Disposition of Property.** The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or purchased by College for the program shall be retained by College, and equipment furnished or purchased by School District for the program shall be retained by School District.

12. RESPONSIBILITY

- 12.1. Conduct of Operations.** Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while performing services under this Agreement, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits.
- 12.2 Indemnification.** Each Party, to the greatest extent legally permissible, shall indemnify, defend, and hold harmless the other Party from any liability resulting from the negligence, intentionally tortious, or willful misconduct of the indemnifying Party's employees, officers, students and agents.

13. CANCELLATION FOR CONFLICT OF INTEREST

This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

14. NON-ASSIGNABILITY

Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

15. COMPLIANCE WITH NON-DISCRIMINATION LAWS

To the extent applicable, the Parties shall comply with all College policies and State and Federal laws and regulations which prohibit discrimination against any person based on race, religion, handicap, color, age, sex, sexual orientation, political affiliation or national origin, and the Parties shall prohibit discrimination in the employment or advancement in employment of a qualified person because of physical or mental disability including all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213).

16. RIGHTS/OBLIGATIONS OF PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third Party beneficiary or other person, agency or organization.

17. ENTIRE AGREEMENT

This Agreement, and its attachments as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties to this Agreement.

18. INVALIDITY OF PART OF THE AGREEMENT

If any part of this Agreement is held to be illegal, invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect with those offending portions omitted.

19. GOVERNING LAW

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

All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement.

20. NOTICE

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed United States postage prepaid or delivered personally to the respective parties at the following addresses:

If to College:

Yavapai College
Attn: Business Office
1100 Sheldon Street
Prescott, AZ 86301

If to School District:

Dr. Paul Stanton, Superintendent
Humboldt Unified School District No. 22
6411 E. Robert Road
Prescott Valley, AZ 86314

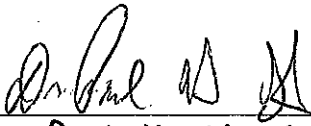
IN WITNESS WHEREOF, the Parties have executed this Agreement on this _____ day of _____ 20__.

COLLEGE

By: _____, CEO

Date _____

SCHOOL DISTRICT


By: Paul H. Stanton, Superintendent

Date _____

Attorney Approval: This Amendment has been reviewed pursuant to A.R.S. 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of Arizona to the Governing Board of the College.

By: _____
Legal Counsel for College

Attorney Approval: This Amendment has been reviewed pursuant to A.R.S. 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of Arizona to the Governing Board of the School District.

By: _____
Legal Counsel for School District

EXHIBIT A

FINANCIAL PROVISIONS

1. APPROVED TUITION AND FEES APPLICABLE TO THIS AGREEMENT

Given that the College and the School District both obtain a public benefit through this Agreement, the College waives tuition for dual enrollment classes taught by a credentialed School District instructor.

The College shall assess course tuition at the current official rate per semester for each participant in the Computer Networking Technician (CNT) program who successfully enrolls in the courses under this Agreement. Instructors for this program will be regular Yavapai College faculty.

2. IDENTITY OF PERSON OR ENTITY RESPONSIBLE FOR PAYING STUDENT TUITION AND FEES

3. ADDITIONAL CHARGES

Except as provided in this section, no additional fees shall be charged for assessment tests, if any, used for placement purposes. Assessment fees, if any, will be charged subject to and in compliance with College policies and procedures, and relevant state statutes and regulations.

4. FINANCIAL AID POLICIES

Except as indicated in this section, College offers no grant, scholarship or financial aid for the dual enrollment program. The provision, if any, of any grant, scholarship or financial aid shall be subject to and in compliance with College policies and procedures, and relevant state statutes and regulations.

5. FORMAT FOR BILLING

Except as provided below, charges will be assessed each semester and invoices shall be sent no later than ten (10) days after the end of the semester. Payment shall be due within thirty (30) days of receipt of the invoice.

6. FULL TIME STUDENT EQUIVALENT

Amount College received in FTSE in prior academic year	__37.0__
Portion of that FTSE distributed to School District	__0__
Amount School District returned to College	__0__

EXHIBIT B

Addendum September 1, 2011

**TYPE OF INSTRUCTION
DUAL ENROLLMENT COURSES**

COURSES AND CREDITS

For complete course descriptions, refer to the current College catalog.

All courses listed with an asterisk are also offered to freshmen and sophomore students.

The number of students admitted for any Dual Enrollment Course shall not be less than (TBD) students per section and shall not exceed a maximum of (TBD) students per section.

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
Intro to Networking Technology	CNT 100	3	1	Cutter	24
A+ Computer Tech Certification	CNT 110	4	1	Cutter	24
Networking Technologies Cert.	CNT 115	4	2	Cutter	24
Exploring Network Operating Env.	CNT 120	3	2	Cutter	24
College Composition I	ENG 101	3	1	Goligoski	22
College Composition II	ENG 102	3	2	Goligoski	22
College Mathematics	MAT 142	3	2	Schmidt	
College Algebra	MAT 152	3	1	Schmidt	
Precalculus	MAT 187	5	2	Mezeske	
Nursing Assistant	NSG 114	5	2	McCulley	20

CONSENT
Item 7F.

ASDB Agreement

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 7F
FROM:	Dr. Kay B. Turner, Special Services Director	Reading
DATE:	October 18, 2011	Discuss
SUBJECT:	Renewal of Five Year Agreement with Arizona School for the Deaf and Blind (ASDB)	Action
		Consent ✓

OBJECTIVE: Goal #1 Raise the level of Student Achievement

SUPPORTING DATA:

This is a routine renewal of our agreement (attached) with the Arizona School for the Deaf and Blind/North Central Regional Cooperative. The contract includes our dues of \$720.00 per year (5,000 or more ADM = \$720.00 per year membership fee) and also includes the agreement for students who will either be *voucher* or *fee-for-services*.

Typically, when the primary disabling condition for a student is HI (Hearing Impairment) or VI (Vision Impairment) the student is *vouchered* to ASDB and they pay us for the services we provide (i.e. speech, OT, PT, resource, counseling, etc.). If the HI or VI category is secondary to another category, then the student is *fee-for-service* which means we pay ASDB for the services they provide including interpreters, vision therapy, hearing impaired teachers, orientation and mobility and Braille services.

Since Humboldt does not have the student numbers to hire our own Masters level vision or hearing teachers, interpreters, Braillists, or orientation and mobility specialists (nor could we find them if we did), this is a win-win for the District and the students.

HUSD has served on the Executive Council for ASDB since 1997.

It is recommended that the Governing Board:

Move to approve the agreement with the Arizona Schools for the Deaf and Blind/North Central Regional Cooperative for another five years.

Approved for transmittal to the Governing Board: 
Dr. Paul H. Stanton, Superintendent

Questions should be directed to: Dr. Kay Turner @ 759-4040

AGREEMENT BETWEEN THE ARIZONA STATE SCHOOLS FOR
THE DEAF AND THE BLIND AND PARTICIPATING PUBLIC
SCHOOLS IN THE _NORTH CENTRAL REGION

The Arizona State Schools for the Deaf and the Blind ("ASDB") and the undersigned participating public schools agree to the following:

I. Authorization

ASDB is authorized to establish Regional Cooperatives and to enter into this contract pursuant to A.R.S. §15-1302 and A.R.S. §15-1303(C) (2). Under this authority, ASDB has established five Regional Cooperatives to assist public schools in providing appropriate services for children with hearing and visual impairments. This Contract is between ASDB and the participating public schools in the North Central Region, which includes Coconino, Yavapai, Mohave and parts of Navajo & Gila counties. This Region is served by the North Central Regional Cooperative.

The participating public schools are authorized to enter into this contract pursuant to A.R.S. §15-341(A)(29) and A.R.S. §15-764(A), A.R.S. §15-183(H), and A.R.S. §15-183(B)(7). As used in this contract, "public school" or "school" means a school district or a charter school.

II. Purpose

The purpose of this contract is to establish a framework for providing educational programs and services to eligible children in the participating public schools who have hearing and/or visual impairments, including children with multiple disabilities.

III. Duties of ASDB and the NCR Regional Cooperative

ASDB shall:

A. Assist the participating public school in determining whether a child is eligible for special educational services because of a hearing and/or visual impairment.

B. Provide appropriate special educational services and equipment for eligible children in accordance with the child's Individualized Education Program ("IEP"), as defined in A.R.S. §15-761(11) and 20 U.S.C. §1401(11).

C. Provide staff from the Regional Cooperative to participate in an eligible child's IEP team meeting.

D. Provide additional information and consultation as necessary to assist a participating public school in meeting the eligible child's educational needs.

E. Appoint an Executive Council comprised of representatives from participating public schools to assist in developing guidelines for the administration of the Regional Cooperative program. The composition and duties of the Executive Council shall be as determined by ASDB.

F. Cooperate in all ways reasonably necessary to deliver the services described in this agreement.

IV. Duties of the Participating Public Schools

Each participating public school shall:

A. Comply with all applicable federal and state special education laws, including, but not limited to, identifying eligible children and developing and implementing IEPs for them.

B. Provide transportation necessary to enable children to receive services provided under this contract.

C. Provide space and non-specialized materials and equipment for services provided by the Regional Cooperative at the school site.

D. Cooperate in all ways reasonably necessary to facilitate the delivery of services by ASDB and the Regional Cooperative.

V. Funding


A. Membership Fees. Each participating public school shall pay a membership fee, in an amount determined by the Executive Council of the Regional Cooperative. ASDB will notify the participating schools of the amount of the membership fee by May 1 for the next school year.

B. Funding for Services Provided to Eligible Children. Participating public schools shall pay for services provided by ASDB to eligible children in one of two ways: by voucher or fee for service. Guidelines developed by the

B. Complete Agreement. This contract and its attachments constitute the full and complete understanding of the parties. Any modifications or amendments shall be in writing and signed by the affected parties.

C. Assignment Prohibited. This contract is not subject to assignment.

ARIZONA STATE SCHOOLS FOR THE DEAF AND BLIND
NORTH CENTRAL REGIONAL COOPERTIVE

By  William Koehler
Executive Director, North Central Regional Cooperative
Dated 9/9/11

Superintendent, Arizona State Schools for the Deaf and Blind
Dated _____

FOR THE SCHOOL OR SCHOOL DISTRICT

Name of School /School District Humboldt Unified School District

By _____

Title _____

Dated _____

CONSENT
Item 7G.

MOU
Highlands Center

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # **1G**
FROM: Dr. Paul Stanton Reading
DATE: 10-18-11 Discuss
SUBJECT: Approval to Enter Into Memorandum of Understanding with the Highlands Center for Natural History Action
Consent x

OBJECTIVE: Goal 1: Student Achievement

SUPPORTING DATA:

The Humboldt Unified School District has had a long standing relationship with the Highland Center for Natural History and their Schoolyard Habitat Program. HUSD has two habitats; one at Coyote Springs Elementary and one at Granville Elementary. Mountain View Elementary is due to have its own habitat in school year 2012-2013.

This MOU is for the development of the sixth grade curriculum for the Schoolyard Habitat Program. The current Schoolyard Habitat Program was developed for K-5 students.

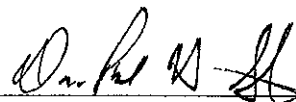
This MOU is contingent upon the successful receipt of an Arizona Game and Fish Grant.

SUMMARY & RECOMMENDATION:

Sample Motion:

I move to accept this Memorandum of Understanding between HUSD and the Highlands Center for Natural History.

Approved for transmittal to the Governing Board:



Dr. Paul Stanton

Questions should be directed to: Dr. Paul Stanton

HUSD will:

1. Establish a separate account entitled Sixth Grade Habitat Program (should funding be realized from Arizona Game and Fish Heritage Grant Program) from which expenses for the project will be paid as defined by the grant budget.
2. Establish that the sixth grade curriculum will initially be implemented into Coyote Springs Elementary, Granville Elementary, and Mountain View Elementary, current partners with the Highlands Centers K-5 Schoolyard Habitat Program.
3. Establish that the sixth grade curriculum is an addition to the Schoolyard Habitat program that acts as a school wide program which supplements the existing standards-based science education program.
4. Ensure the development and/or continuation of Schoolyard Habitat committees at each school, these committees will have administrative and teacher representation for every grade level at monthly meetings to ensure school wide involvement of the integration of the sixth grade to the K-5 Schoolyard Habitat Program.
5. Ensure the use of each school's xeriscape Habitat Gardens, designed for outdoor instruction for the Schoolyard Habitat program.
6. Ensure a space at each school site for Highlands Center staff that includes access to: desk, computer, printer, workroom, copying, and laminating.
7. Ensure a storage space at each school site for garden tools and lesson materials accessible for Schoolyard Habitat instruction.

The Highlands Center will:

1. Will assist with the preparation and submittal of the application to Arizona Game and Fish Heritage Grant Program.
2. Provide a staff person to coordinate project implementation and curriculum development through organization of: material development, teacher training, scheduling, and lesson implementation.
3. Provide an advisory committee to oversee the general development and procedures of the program are in alignment with goals.
4. Develop and integrate the sixth grade curriculum at Coyote Springs Elementary, Granville Elementary, and Mountain View Elementary.
5. Participate in monthly preliminary planning meetings during the 2012-2015 school years.
6. Ensure that it is understood that the Habitat Director and any other Highland Center staff that will be at schools is not an employee of HUSD but will abide by all district policies and procedures and require a level three finger print clearance card.

The Highland Center is preparing the grant application. The district will approve the grant draft prior to submittal to the Game and Fish Department. The parties agree their obligations in this MOU are contingent upon successful approval and receipt of the grant.

TIME LINE**Fall 2012**

- August – November - Development of sixth grade curriculum and supplementary materials.

Spring 2013

- January – April - Pilot lessons at Granville Elementary and begin volunteer training.
- April - Assessment of curriculum by teachers, students, and committees. Changes and improvements will be made before the integration of the sixth grade curriculum for the 2013-2014 school year.

Fall 2013

- August - Professional Development training for Coyote Springs Elementary and Mountain View Elementary. Begin full K-6 curriculum at Mountain View Elementary.

Spring 2015

- May - Complete implementation of full K-6 curriculum at Mountain View, Coyote Springs, and Granville with appropriate supplemental materials and volunteer assistance.

Payment Structure

The Arizona Game and Fish Heritage Grant monies secured specifically for the sixth grade curriculum development will be deposited within the HUSD in an account specified as Sixth Grade Habitat Project. Any funds existing at the end of the development period will be returned to the Arizona Game and Fish Heritage Grant Department.

This agreement is initiated on the date signed below, and expires on May 30, 2015, at which time the full integration of the sixth grade Curriculum will be complete at Coyote Springs Elementary, Granville Elementary, and Mountain View Elementary.

The agreement may be terminated if changes to Arizona law make any parts of this agreement illegal.

The principal contacts for this agreement are:

Dr. Paul Stanton
 Superintendent
 Humboldt Unified School District
 6411 N. Robert Road
 Prescott Valley, AZ 86314

Dave Irvine
 Executive Director
 Highlands Center for Natural History
 1375 S. Walker Rd.
 Prescott, AZ 86303

Any modifications to this document will be agreed upon by both parties and is pending upon HUSD board approval.

We have read the foregoing and agree to accept the provisions herein:



 Dr. Paul Stanton, Superintendent
 Humboldt Unified School District

9/29/11

Date

 Dave Irvine, Executive Director
 Highlands Center for Natural History

Date