

CONSENT

Item 8D.

Student Activities

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 80
FROM: Cynthia Windham Reading
Finance Director
DATE: June 12, 2012 Discuss
SUBJECT: Student Activities – Board Report Action
Consent X

OBJECTIVE: Goal # Planning for Future Student Needs

SUPPORTING DATA:

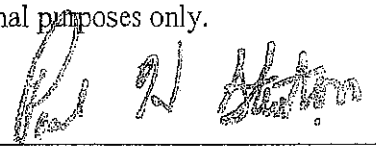
Attached is the Student Activities Board Report.

This report identifies the schools with a "unit" number and the "course" number identifies the club.

This report is provided to meet the requirement of ARS 15-1123.

SUMMARY & RECOMMENDATION:

No action necessary. Reports presented for informational purposes only.

Approved for transmittal to the Governing Board: 

Dr. Paul Stanton, Superintendent

Questions should be directed to: Dr. Paul Stanton, Superintendent
Cynthia Windham, Finance Director

850 S DENT ACTIVITIES BOARD REPORT

Fiscal Year: 2011-2012

☐ Include pre encumbrance

☐ Print accounts with zero balance

☒ Filter Encumbrance Detail by Date Range

From Date: 7/1/2011

To Date: 7/2012

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
850.100.1000.6000.110.1319	GENERIC EXPENSE	\$11,801.40	\$0.00	\$0.00	\$11,801.40	\$0.00	\$11,801.40	100.00%
850.610.1000.6610.110.1319	GENERAL SUPPLIES	\$0.00	\$4,408.08	\$4,408.08	(\$4,408.08)	\$0.00	(\$4,408.08)	0.00%
850.610.1000.6731.110.1319	Furn & Equip > \$1000	\$0.00	\$1,000.85	\$1,000.85	(\$1,000.85)	\$89.38	(\$1,090.23)	0.00%
850.610.1000.6340.110.1319	TECHNICAL SERVICES	\$0.00	\$458.87	\$458.87	(\$458.87)	\$0.00	(\$458.87)	0.00%
	COURSE: STUDENT COUNCIL - 1319	\$11,801.40	\$5,867.80	\$5,867.80	\$5,933.60	\$89.38	\$5,844.22	49.52%
	UNIT: LVES - 110	\$11,801.40	\$5,867.80	\$5,867.80	\$5,933.60	\$89.38	\$5,844.22	49.52%
850.100.1000.6000.120.1319	GENERIC EXPENSE	\$3,809.94	\$0.00	\$0.00	\$3,809.94	\$0.00	\$3,809.94	100.00%
850.400.2710.6510.120.1319	STUDENT TRANS SVS	\$0.00	\$406.36	\$406.36	(\$406.36)	\$0.00	(\$406.36)	0.00%
850.610.1000.6610.120.1319	GENERAL SUPPLIES	\$0.00	\$1,316.78	\$1,316.78	(\$1,316.78)	\$0.00	(\$1,316.78)	0.00%
850.610.1000.6810.120.1319	DUES AND FEES	\$0.00	\$100.00	\$100.00	(\$100.00)	\$0.00	(\$100.00)	0.00%
850.610.1000.6890.120.1319	MISC EXPENDITURES	\$0.00	\$510.00	\$510.00	(\$510.00)	\$0.00	(\$510.00)	0.00%
850.610.1000.6340.120.1319	TECHNICAL SERVICES	\$0.00	\$200.00	\$200.00	(\$200.00)	\$0.00	(\$200.00)	0.00%
	COURSE: STUDENT COUNCIL - 1319	\$3,809.94	\$2,533.14	\$2,533.14	\$1,276.80	\$0.00	\$1,276.80	33.51%
850.100.1000.6000.120.1362	GENERIC EXPENSE	\$1,436.77	\$0.00	\$0.00	\$1,436.77	\$0.00	\$1,436.77	100.00%
850.400.2710.6510.120.1362	STUDENT TRANS SVS	\$0.00	\$157.87	\$157.87	(\$157.87)	\$0.00	(\$157.87)	0.00%
850.610.1000.6610.120.1362	GENERAL SUPPLIES	\$0.00	\$480.07	\$480.07	(\$480.07)	\$0.00	(\$480.07)	0.00%
850.610.1000.6890.120.1362	MISC EXPENDITURES	\$0.00	\$150.00	\$150.00	(\$150.00)	\$0.00	(\$150.00)	0.00%
	COURSE: NATIONAL HONOR SOCIETY - 1362	\$1,436.77	\$787.94	\$787.94	\$648.83	\$0.00	\$648.83	45.16%
850.100.1000.6000.120.1385	GENERIC EXPENSE	\$246.54	\$0.00	\$0.00	\$246.54	\$0.00	\$246.54	100.00%
	COURSE: SCIENCE - 1385	\$246.54	\$0.00	\$0.00	\$246.54	\$0.00	\$246.54	100.00%
850.100.1000.6000.125.1319	GENERIC EXPENSE	\$19,132.35	\$0.00	\$0.00	\$19,132.35	\$0.00	\$19,132.35	100.00%
850.400.2710.6510.125.1319	STUDENT TRANS SVS	\$0.00	\$572.10	\$572.10	(\$572.10)	\$249.28	(\$821.38)	0.00%
850.610.1000.6340.125.1319	TECHNICAL SERVICES	\$0.00	\$895.00	\$895.00	(\$895.00)	\$0.00	(\$895.00)	0.00%
850.610.1000.6610.125.1319	GENERAL SUPPLIES	\$0.00	\$7,266.68	\$7,266.68	(\$7,266.68)	\$96.50	(\$7,363.18)	0.00%
850.610.1000.6890.125.1319	MISC EXPENDITURES	\$0.00	\$3,903.81	\$3,903.81	(\$3,903.81)	\$0.00	(\$3,903.81)	0.00%
850.610.1000.6340.125.1319	TECHNICAL SERVICES	\$0.00	\$150.00	\$150.00	(\$150.00)	\$0.00	(\$150.00)	0.00%
	COURSE: STUDENT COUNCIL - 1319	\$19,132.35	\$12,587.59	\$12,587.59	\$6,544.76	\$345.78	\$6,198.98	32.40%
850.100.1000.6000.125.1362	GENERIC EXPENSE	\$362.06	\$0.00	\$0.00	\$362.06	\$0.00	\$362.06	100.00%
850.610.1000.6810.125.1362	DUES AND FEES	\$0.00	\$85.00	\$85.00	(\$85.00)	\$0.00	(\$85.00)	0.00%
	COURSE: NATIONAL HONOR SOCIETY - 1362	\$362.06	\$85.00	\$85.00	\$277.06	\$0.00	\$277.06	76.52%
850.100.1000.6000.131.1319	GENERIC EXPENSE	\$19,494.41	\$12,672.59	\$12,672.59	\$6,821.82	\$345.78	\$6,476.04	33.22%
850.610.1000.6890.131.1319	MISC EXPENDITURES	\$829.89	\$0.00	\$0.00	\$829.89	\$0.00	\$829.89	100.00%
	COURSE: STUDENT COUNCIL - 1319	\$0.00	\$70.00	\$70.00	(\$70.00)	\$0.00	(\$70.00)	0.00%
	UNIT: HES - 131	\$829.89	\$70.00	\$70.00	\$759.89	\$0.00	\$759.89	91.57%
850.100.1000.6000.132.1319	GENERIC EXPENSE	\$1,543.06	\$0.00	\$0.00	\$1,543.06	\$0.00	\$1,543.06	100.00%
	COURSE: STUDENT COUNCIL - 1319	\$1,543.06	\$0.00	\$0.00	\$1,543.06	\$0.00	\$1,543.06	100.00%
850.100.1000.6000.133.1319	GENERIC EXPENSE	\$1,543.06	\$0.00	\$0.00	\$1,543.06	\$0.00	\$1,543.06	100.00%
	UNIT: MVES - 132	\$1,543.06	\$0.00	\$0.00	\$1,543.06	\$0.00	\$1,543.06	100.00%
850.100.1000.6000.133.1319	GENERIC EXPENSE	\$1,381.68	\$0.00	\$0.00	\$1,381.68	\$0.00	\$1,381.68	100.00%

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Report: rptGLGenRpt

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Humboldt Unified School District No. 22

850 S JENT ACTIVITIES BOARD REPORT

Fiscal Year: 2011-2012

☐ Include pre encumbrance

☐ Print accounts with zero balance

☒ Filter Encumbrance Detail by Date Range

From Date: 7/1/2011

To Date:

2012

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
850.610.1000.6810.230.1362	DUES AND FEES COURSE: NATIONAL HONOR SOCIETY - 1362	\$0.00	\$214.00	\$214.00	(\$214.00)	\$0.00	(\$214.00)	0.00%
				\$607.66	\$780.72	\$448.57	\$332.15	23.92%
850.100.1000.6000.230.1363	GENERIC EXPENSE COURSE: ART - 1363	\$351.86	\$0.00	\$0.00	\$351.86	\$0.00	\$351.86	100.00%
850.100.1000.6000.230.1364	GENERIC EXPENSE GENERAL SUPPLIES COURSE: AVID - 1364	\$1,996.85	\$0.00	\$0.00	\$1,996.85	\$0.00	\$1,996.85	100.00%
				\$1,940.20	(\$1,940.20)	\$0.00	(\$1,940.20)	0.00%
850.610.1000.6610.230.1364	GENERAL SUPPLIES COURSE: AVID - 1364	\$1,996.85	\$1,940.20	\$1,940.20	\$56.65	\$0.00	\$56.65	2.84%
850.100.1000.6000.230.1368	GENERIC EXPENSE GENERAL SUPPLIES COURSE: DECA - 1368	\$1,722.85	\$0.00	\$0.00	\$1,722.85	\$0.00	\$1,722.85	100.00%
850.610.1000.6610.230.1368	MISC EXPENDITURES COURSE: DECA - 1368	\$0.00	\$1,338.00	\$1,338.00	(\$1,338.00)	\$0.00	(\$1,338.00)	0.00%
850.610.1000.6890.230.1368		\$1,722.85	\$1,338.00	\$1,338.00	\$384.85	\$168.95	\$215.90	12.53%
850.100.1000.6000.230.1373	GENERIC EXPENSE COURSE: DRAMA/THEATER - 1373	\$349.38	\$0.00	\$0.00	\$349.38	\$0.00	\$349.38	100.00%
				\$0.00	\$349.38	\$0.00	\$349.38	100.00%
850.100.1000.6000.230.1375	GENERIC EXPENSE GENERAL SUPPLIES COURSE: INTERACT - 1375	\$1,190.04	\$0.00	\$0.00	\$1,190.04	\$0.00	\$1,190.04	100.00%
850.610.1000.6610.230.1375	MISC EXPENDITURES COURSE: INTERACT - 1375	\$0.00	\$262.97	\$262.97	(\$262.97)	\$37.03	(\$300.00)	0.00%
850.610.1000.6890.230.1375		\$0.00	\$600.00	\$600.00	(\$600.00)	\$0.00	(\$600.00)	0.00%
850.610.1000.6890.230.1377	TECHNICAL SERVICES COURSE: S CLUB (SOROPTIMIST) - 1377	\$828.93	\$0.00	\$0.00	\$828.93	\$0.00	\$828.93	100.00%
				\$49.21	(\$49.21)	\$0.00	(\$49.21)	0.00%
850.610.1000.6550.230.1377	PRINTING (not standard forms)	\$0.00	\$141.22	\$141.22	(\$141.22)	\$216.18	(\$357.40)	0.00%
850.610.1000.6610.230.1377	GENERAL SUPPLIES COURSE: FRENCH CLUB - 1378	\$0.00	\$200.00	\$200.00	(\$200.00)	\$0.00	(\$200.00)	0.00%
850.610.1000.6890.230.1377	MISC EXPENDITURES COURSE: S CLUB (SOROPTIMIST) - 1377	\$0.00	\$112.00	\$112.00	(\$112.00)	\$0.00	(\$112.00)	0.00%
				\$502.43	\$326.50	\$216.18	\$110.32	13.31%
850.100.1000.6000.230.1378	GENERIC EXPENSE GENERAL SUPPLIES COURSE: FRENCH CLUB - 1378	\$214.60	\$0.00	\$0.00	\$214.60	\$0.00	\$214.60	100.00%
850.610.1000.6610.230.1378		\$0.00	\$108.62	\$108.62	(\$108.62)	\$0.00	(\$108.62)	0.00%
				\$108.62	\$105.98	\$0.00	\$105.98	49.38%
850.100.1000.6000.230.1398	GENERIC EXPENSE GENERAL SUPPLIES COURSE: SKILLS CLUB - 1398	\$1,407.81	\$0.00	\$0.00	\$1,407.81	\$0.00	\$1,407.81	100.00%
850.610.1000.6610.230.1398	MISC EXPENDITURES COURSE: SKILLS CLUB - 1398	\$0.00	\$638.29	\$638.29	(\$638.29)	\$198.35	(\$836.64)	0.00%
				\$441.00	(\$441.00)	\$0.00	(\$441.00)	0.00%
850.610.1000.6890.230.1398		\$1,407.81	\$1,079.29	\$1,079.29	\$328.52	\$198.35	\$130.17	9.25%
850.100.1000.6000.230.1403	GENERIC EXPENSE COURSE: P.A.L.S. - 1403	\$800.00	\$0.00	\$0.00	\$800.00	\$0.00	\$800.00	100.00%
				\$0.00	\$800.00	\$0.00	\$800.00	100.00%
850.100.1000.6000.230.1405	GENERIC EXPENSE GENERAL SUPPLIES COURSE: BASEBALL - 1405	\$226.12	\$0.00	\$0.00	\$226.12	\$0.00	\$226.12	100.00%
850.610.1000.6610.230.1405		\$0.00	\$206.01	\$206.01	(\$206.01)	\$0.00	(\$206.01)	0.00%
				\$206.01	\$20.11	\$0.00	\$20.11	8.89%
850.100.1000.6000.230.1432	GENERIC EXPENSE COURSE: GIRLS BASKETBALL - 1432	\$215.67	\$0.00	\$0.00	\$215.67	\$0.00	\$215.67	100.00%
				\$0.00	\$215.67	\$0.00	\$215.67	100.00%
850.100.1000.6000.230.1446	GENERIC EXPENSE STUDENT TRANS SVS COURSE: CHEERLEADING - 1446	\$148.59	\$0.00	\$0.00	\$148.59	\$0.00	\$148.59	100.00%
850.400.2710.6510.230.1446		\$0.00	\$148.59	\$148.59	(\$148.59)	\$0.00	(\$148.59)	0.00%
				\$148.59	\$0.00	\$0.00	\$0.00	0.00%

Humboldt Unified School District No. 22

850 STUDENT ACTIVITIES BOARD REPORT

Fiscal Year: 2011-2012

☐ Include pre encumbrance

☐ Print accounts with zero balance

☒ Filter Encumbrance Detail by Date Range

Account Number

Description

GL Budget

Range To Date

YTD

Balance

Encumbrance

Budget Balance % Bud

850.100.1000.6000.230.1460	GENERIC EXPENSE	\$119.78	\$0.00	\$0.00	\$119.78	\$0.00	\$119.78	100.00%
850.100.1000.6610.230.1460	GENERAL SUPPLIES	\$0.00	\$119.78	\$119.78	(\$119.78)	\$0.00	(\$119.78)	0.00%
	COURSE: SWIM - 1460	\$119.78	\$119.78	\$119.78	\$0.00	\$0.00	\$0.00	0.00%
850.100.1000.6000.230.1469	GENERIC EXPENSE	\$376.21	\$0.00	\$0.00	\$376.21	\$0.00	\$376.21	100.00%
850.610.1000.6610.230.1469	GENERAL SUPPLIES	\$0.00	\$183.48	\$183.48	(\$183.48)	\$0.00	(\$183.48)	0.00%
850.610.1000.6890.230.1469	MISC EXPENDITURES	\$0.00	\$78.00	\$78.00	(\$78.00)	\$0.00	(\$78.00)	0.00%
	COURSE: G.O.A.L.S. CLUB - 1469	\$376.21	\$261.48	\$261.48	\$114.73	\$0.00	\$114.73	30.50%
	UNIT: BMHS - 230	\$58,159.86	\$41,214.33	\$41,214.33	\$16,945.53	\$5,015.81	\$11,929.72	20.51%
Grand Total:		\$106,825.70	\$67,077.44	\$67,077.44	\$39,748.26	\$5,450.97	\$34,297.29	32.11%

End of Report

CONSENT

Item 8E.

Cash Balance Resolution

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # BE
FROM: Cynthia Windham, Finance Director Reading
DATE: June 12, 2012 Discuss
SUBJECT: Cash Certification Resolution Action
Consent X

OBJECTIVE: Goal # Planning for future student needs (financial)

SUPPORTING DATA:

A.R.S. 15-991 requires the school district's Governing Board President to certify the projected ending cash balance, adjusted for encumbrances and payables, on June 30 of each fiscal year.

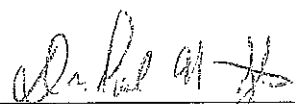
The statute specifies that a Governing Board may delegate the authority to certify the school district's projected ending cash balance to the District Superintendent, Head Teacher, or Business Manager.

Once certified, the projection will be reported to the Property Tax Oversight Commission at the Arizona Department of Revenue.

SUMMARY & RECOMMENDATION:

Move to approve the Resolution of the Governing Board of the Humboldt Unified School District No. 22 of Yavapai County delegating authority to the District's Finance Director to certify the projected ending cash balance pursuant to A.R.S. 15-991 (A) (3).

Approved for transmittal to the Governing Board:


Dr. Paul Stanton, Superintendent

Questions should be directed to: Cynthia Windham, Finance Director 759-4000
Dr. Paul Stanton, Superintendent 759-4000

RESOLUTION OF THE GOVERNING BOARD OF THE
HUMBOLDT UNIFIED SCHOOL DISTRICT NO. 22
OF YAVAPAI COUNTY DELEGATING AUTHORITY TO THE DISTRICT'S
FINANCE DIRECTOR TO CERTIFY THE PROJECTED ENDING CASH
BALANCE PURSUANT TO A.R.S. §15-991(A)(3).

WHEREAS, the School District Governing Board President is required to certify the projected ending cash balance for the fiscal year that ends on June 30, 2012, to the Yavapai County School Superintendent, and

WHEREAS, the Governing Board may delegate the authority to certify the projected ending cash balance to the Superintendent, Head Teacher or the Business Manager, and

WHEREAS, the projected ending cash balance will be used in the tax rate calculations and tax levies for the District for the fiscal year that starts on July 1, 2012

NOW, THEREFORE BE IT RESOLVED by the Governing Board of the Humboldt Unified School District No. 22 of Yavapai County that the authority to certify the projected ending cash balance for the fiscal year that ends on June 30, 2012, is hereby delegated to the District's Finance Director.

BE IT FURTHER RESOLVED that this authority shall not expire, except if a new resolution is duly adopted by the Governing Board to change it.

PASSED and APPROVED on the 12 day of June, 2012

Howard Moody
Governing Board President
Humboldt Unified School District No. 22

The form must be signed by the school district Governing Board President. If the authority to certify this form is delegated to the District Superintendent or the Business Manager, a copy of the Governing Board meeting minutes indicating that this authority was delegated, and to whom, must be included with this form and sent to the office of the Yavapai County School Superintendent.



The "First Choice" for Responsive Educational Services

The Center
Yavapai County School Superintendent
1015 Fair Street, Suite 324
Prescott, AZ 86305-1152
Phone 928-771-3528
Fax 928-771-3529
Email rita.leyva@co.yavapai.az.us

May 22, 2012

Governing Board President

Dear Governing Board President,

The Arizona Legislature requires all county school superintendents to report the annual estimate of school district monies pursuant to A.R.S. §15-991. The county school superintendent, not later than August 1 each year, shall file in writing with the Governing Board of each school district in the county, the board of supervisors and the property tax oversight commission the superintendent's estimate of the amount of school monies required by each school district for the ensuing year, based on the budgets adopted by the Governing Boards of the school districts.

Arizona Revised Statute §15-991 also requires each school district Governing Board President to certify the projected ending cash balance, adjusted for encumbrances and payables, on June 30 of each fiscal year. The statute specifies that a Governing Board may delegate the authority to certify the school district's projected ending cash balance to the District Superintendent, Head Teacher or Business Manager. Once certified, the projection will be reported to the Property Tax Oversight Commission at the Arizona Department of Revenue.

Enclosed with this letter is a form that will allow your district to certify its projected ending cash balance for the fiscal year that ends on June 30, 2012. The form must be signed by the school district Governing Board President. If the authority to certify this form is delegated to the District Superintendent or the Business Manager, a copy of the Governing Board meeting minutes or resolution indicating that this authority was delegated, and to whom, must be included with this form.

These estimates must be provided for each of Yavapai County's twenty five school districts on or before August 1st, so the certification which is provided must be returned no later than Monday, July 16, 2012. If you have questions or concerns, please do not hesitate to contact me at (928) 442-5141 or at rita.leyva@co.yavapai.az.us. Thank you for your assistance.

Sincerely,

Rita Leyva
Chief Deputy
Yavapai County Education Service Agency

15-991. Annual estimate by county school superintendent of monies for ensuing year

A. The county school superintendent, not later than August 1 each year, shall file in writing with the governing board of each school district in the county and the board of supervisors the superintendent's estimate of the amount of school monies required by each school district for the ensuing year, based on the budgets adopted by the governing boards of the school districts. The county school superintendent, concurrent with the board of supervisors adopting tax rates each year, shall file in writing with the property tax oversight commission the finalized estimate of the amount of school monies required by each school district for the ensuing year, based on the budgets adopted by the school district governing boards. The estimate shall contain:

1. A statement of the student count of each school district.
2. The total amount to be received for the year by each school district from the county school fund and the special county school reserve fund.
3. The projected ending cash balance from the previous year adjusted for encumbrances and payables for each school district as provided by the school district and as certified by the president of the school district governing board. A governing board may delegate to a superintendent, head teacher or business manager the authority to certify the projected cash balance.
4. The anticipated interest earnings for each school district.
5. Revenues equal to the amount included in the adopted budget for the maintenance and operation section of the budget permitted by section 15-947, subsection C, paragraph 2, subdivision (a), items (ii), (iii), (iv), (v) and (vi) and subdivision (d). The county school superintendent shall subtract from each school district's budgeted expenditures the total amount of estimated revenues including the projected ending cash balance from the previous year adjusted for encumbrances and payables in order to estimate the additional amounts needed for each school district from the primary property tax and the secondary property tax. The county school superintendent shall certify such amounts to the board of supervisors and the property tax oversight commission in writing at the time of filing the estimate. When estimating the additional amount needed from the primary property tax for a school district that is not eligible for any equalization assistance as provided in section 15-971, the county school superintendent shall include the school district governing board's estimate of the increase in the revenue control limit as prescribed by section 15-948 for the applicable year, except that the percentage increase in average daily membership used to compute the estimated increase in the revenue control limit may not exceed the average of the percentage increase in average daily membership in the three years before the year for which the estimate is made.

B. The county school superintendent shall recompute equalization assistance for education for each school district as provided in section 15-971, subsection A using the property values provided by the county assessor as provided in section 42-17052. The county school superintendent shall certify in writing the amount of equalization assistance for education and the amount needed for each school district from the primary property tax to the board of supervisors and the property tax oversight commission on or before

the third day before the day the board of supervisors is required to levy school district taxes as provided in section 15-992.

C. The county school superintendent shall compute the additional amount to be levied as provided in section 15-992, subsection B, using the property values provided in section 42-17052. The county school superintendent shall certify in writing the additional amount to be levied to the county board of supervisors and the property tax oversight commission on or before the third day before the day the board of supervisors is required to levy school district taxes as provided in section 15-992.

D. On or before September 1, the governing board of a school district shall file with the county school superintendent an estimate of the amount of title VIII of the elementary and secondary education act of 1965 monies it is eligible to receive during the current year. On or before June 1, the governing board shall file with the county school superintendent and the superintendent of public instruction a statement of the actual amount of title VIII of the elementary and secondary education act of 1965 monies it received during the current year. This subsection does not apply to accommodation schools.

E. The department may collect any other similar or related information from school districts that the department may determine is necessary to carry out the purposes of this section.

CONSENT

Item 8F.

Student Fees

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 8F
FROM: Cynthia Windham, Finance Director Reading
DATE: June 12, 2012 Discuss
SUBJECT: Approval of Fees – FY 12/13 Action
Consent X

OBJECTIVE: Planning for Future Student Needs

SUPPORTING DATA:

Per ASRS 15-342 (24):

The District is required to approve the collection of fees charged to students. Annually, the Governing Boards are to approve such fees.

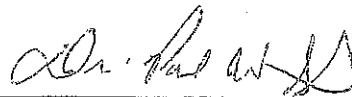
For common and high school pupils, assess reasonable fees for optional extracurricular activities and programs conducted when the common or high school is not in session except that no fees shall be charged for pupils' access to or use of computers or related materials.

Please see attached 'Fee Schedule' document.

SUMMARY & RECOMMENDATION:

Move to approve the extracurricular fees, as presented.

Approved for transmittal to the Governing Board:



Dr. Paul Stanton

Questions should be directed to: Dr. Paul Stanton, Superintendent or Cynthia Windham, Finance Director

SCHEDULE
 FY 12/13

[illegible]

CONSENT

Item 8G.

Fuel Contract Renewal

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 86
FROM: Cynthia Windham, Finance Director Reading
DATE: June 12, 2012 Discuss
SUBJECT: Contract Renewal : Action
Fleet Fuel Card System
Consent X

OBJECTIVE: Goal # 2

SUPPORTING DATA:

On May 19, 2009, the Governing Board approved issuing a RFP for a Fleet Fuel Card System.

A legal notice was published in the Prescott Courier on May 26, 2009 and June 2, 2009, advertising the District's request for competitive sealed proposals in the area of Fleet Fuel Card System for the 2009-10 school year.

The District sent proposal packets to existing firms on its vendor list as well as to additional firms who requested packets as a result of the legal advertisement.

The Board awarded the contract to United Fuel on July 14, 2009.

It was the intent of the District to award a multi-term contract, beginning upon award and continuing until June 30, 2010. If all conditions were met during this period of time, this contract could be extended for up to an additional four one-year contracts.

BACKGROUND INFORMATION:

Prior to F/Y 09/10 the Transportation Department had fuel tanks at their current location and had the ability to fuel their own Buses and District vehicles.

In F/Y 08/09 the District completed the construction of the new Transportation Department and it was decided that new fuel tanks would not be installed.

With the construction of the new Transportation Department and the decision not to install new fuel tanks, the District had to look at other options.

Contracting with United Fuel has given the District billing information for each vehicle providing detailed information concerning the fuel consumption and cost per mile for each vehicle.

The District is pleased with the performance of United Fuel (now merging with SC Fuels) and recommends renewal of the contract for an additional one-year period.

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board renew the contract with United Fuel (SC Fuels) for the 2012/13 school year representing the fourth year of a potential five year term.

Approved for transmittal to the Governing Board:


Dr. Paul Stanton

Questions should be directed to: Kim Porter, Transportation Director (759-5190) or
Cynthia Windham, Finance Director (759-4000)

CONSENT
Item 8H.

NACOG
Meal Contract Renewal

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # **BH**
FROM: Cynthia Windham, Finance Director Reading
DATE: June 12, 2012 Discuss
SUBJECT: NACOG – Head Start Action
Annual Contract Renewal – Food Service Provider
Consent **X**

OBJECTIVE: Goal # Planning for Future Student Needs

SUPPORTING DOCUMENTATION:

Attached is the annual contract renewal between Northern Arizona Council of Governments – Head Start and Humboldt Unified School District – Food Service Department.

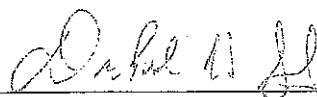
The District currently provides food service to NACOG Head Start on a contract basis.

The District bills NACOG a per meal price, which generates additional revenue sufficient to off-set the costs charged to NACOG, as well as, provides some additional funds.

SUMMARY & RECOMMENDATION:

It is recommended the Governing Board renew the annual contract between Northern Arizona Council of Governments and Humboldt Unified School District for the purpose of providing meal service for FY 12/13.

Approved for transmittal to the Governing Board:



Dr. Paul Stanton, Superintendent

Please direct questions to Tami Wyant-Hitt, Food Nutritionist (759-5012 or 5017)



Northern Arizona Council of Governments

HEAD START DIVISION • 121 EAST ASPEN AVENUE • FLAGSTAFF, AZ 86001-5222
(928) 774-9504 • FAX (928) 779-0514 E-MAIL: headstart@nacog.org
WEBSITE: www.nacog.org/hs

KENNETH J. SWEET
EXECUTIVE DIRECTOR

May 24, 2012

Cynthia Windham, Business Manager
Humboldt Unified School District
6411 North Robert Road
Prescott Valley, AZ 86314

Dear Ms. Windham:

Enclosed you will find the original contract between Humboldt Unified School District and NACOG Head Start for the period of June 1, 2012 to May 31, 2014.

We want to thank you for your relationship with NACOG Head Start and providing these much needed services to our children and look forward to working with you over the course of the next two years.

At your earliest convenience, please sign the contract where indicated and return it in the enclosed envelope. Once we have received the signed contract, we will send you a copy of the original.

If you have any questions or need additional information, please do not hesitate to contact me at (928) 774-9504 Ext 1110.

Sincerely,

David Leard
Health/Dental/Nutrition Manager

DKL/kdv

Enclosures

NORTHERN ARIZONA COUNCIL OF GOVERNMENTS
HEAD START
AGREEMENT BETWEEN NACOG HEAD START
AND A FOOD SERVICE PROVIDER

THIS AGREEMENT is entered into the 1st DAY of JUNE, 2012, by and between (NACOG) HEAD START located at 121 EAST ASPEN, FLAGSTAFF, AZ 86001 hereinafter designated as the Child Care Institution, and the HUMBOLDT UNIFIED SCHOOL DISTRICT # 22, with principle offices at 6411 North Robert Road, Prescott Valley, Arizona 86314, hereinafter designated as the Vendor.

I. VENDOR RESPONSIBILITIES

A. FOOD SERVICES

The Vendor agrees to prepare meals (Breakfast, Lunches, and/or snacks), to children participating in the Child and Adult Care Food Program at the specified Food Service Site.

B. FOOD SERVICE SITES

For the purpose of this Agreement, the Vendor shall make meals for serving that comply with the CACFP and this Agreement to the Food Service Site at the following location(s):

PRESCOTT VALLEY HEAD START
6955 A. PANTHER PATH
PRESCOTT VALLEY AZ 86314

PRESCOTT VALLEY EARLY HEAD START
3045 TANI ROAD
PRESCOTT VALLEY AZ 86314

which is approved for food service by applicable health standards and authorized by the Arizona Department of Education, Child Nutrition Program Unit.

C. SCHEDULE OF DELIVERY

The Vendor shall make the meals available for pick-up by the Prescott Valley Head Start at the hours of 8:00 am and 10:30 am Mondays through Thursdays and for the Prescott Valley Early Head Start at the hours of 8:00 am and 10:30 am Mondays through Fridays.

The Vendor shall make the breakfast meals available for the Food Service Site one day prior to serving day.

The Child Care Institution will notify the Vendor of any changes in the daily meal count for each site at least two weeks prior to scheduled pick-up.

II. FOOD PREPARATION AND APPROVAL

A. MEAL REQUIREMENTS

The Vendor shall provide the Child Care Institution, for approval, a proposed 20-day cycle menu for the operational period, at least 14 days prior to the beginning of the period to which the menu applies. The Vendor shall assure that each meal provided to the Child Care Institution under this Agreement meets the minimum requirements as to the nutritional content as specified and approved by the CACFP. Meals will also be in compliance with state or local laws and regulations, and with Federal Head Start Performance Standards. See Attachment A: "Meal Pattern Requirements for Young Children." The Vendor must ensure that no more than two high sugar foods and two high fat foods are served per week. The Vendor shall make available to the Child Care Institution menus 3 weeks in advance, and completed food production worksheets no later than the day of meal delivery.

B. MENU ITEM ADJUSTMENTS

Menu items may be adjusted by the mutual consent of both parties. However, the Vendor shall adjust the menus at the request of the Child Care Institution whenever the Child Care Institution determines certain items to be unacceptable. Such items can be determined to be unacceptable because of (1) a monotonous diet resulting from items served frequently or the similarity to other items; (2) the nutritional needs of the participants; (3) susceptibility to spoilage; and (4) excessive waste resulting from unpopularity of items with participants. Such adjustments shall be made at the earliest convenience of both parties, but in no instance later than one week after request except that in the case of spoilage, adjustment shall be made in a manner that children in attendance on the day spoilage is discovered shall receive acceptable meals meeting meal requirements. The Child Care Institution will be responsible for informing the Vendor of its reasons for determining that a meal is unacceptable. The Child Care Institution will notify the Vendor at least one week in advance when requesting sack lunches. The Vendor will notify the Child Care Institution of any menu changes when those changes are made known.

III. SANITATION

The Vendor shall maintain proper sanitation practices and health standards in conformance with all applicable State and local laws and regulations. The Vendor shall assure that wholesome ingredients are used and that all food is properly stored, prepared and packaged. In addition, any substance which the food contacts or which is used in conjunction with the food shall be so handled as to assure that it does not become contaminated. The Vendor shall provide the Child Care Institution with the copy current health certifications for the food service facility in which it prepares meals. The Vendor also agrees to notify the Child Care Institution of the results of any health inspection that is made during the duration of the Agreement.

IV. EMPLOYMENT

- A. The Vendor shall comply with all applicable Federal, State, and local laws and regulations pertaining to wages, hours, conditions of employment and nondiscrimination in employment, 7 CFR Section 3016.36 (i)(3). USDA is an Equal Opportunity Provider and Employer.
- B. The Vendor shall pay its employees directly and shall withhold and pay all applicable federal and state employment taxes and payroll insurance with respect to its employees, including an applicable income, social security, Medicare and employment taxes and workers compensation costs.

V. INDEMNITY

- A. The Vendor will hold responsibility to defend any suit that may arise alleging damages due to the Vendor's negligent act or omission, or personal injury, sickness, or disease due to neglect on its part.
- B. The Child Care Institution will promptly notify the Vendor in writing of any claims against the Vendor or the Child Care Institution and, in the event a suit is filed, will promptly forward to the Vendor all papers in connection therewith. The Vendor shall not incur any expense or make any settlement without the Child Care Institution's consent.

VI. ACCOUNTABILITY

A. ESTIMATES

The Vendor shall allow the Child Care Institution to increase or decrease the number of meal orders, as needed, when the request is made within two weeks of the scheduled preparation time.

The Child Care Institution shall provide in writing, each month, a reasonably accurate number of meals to be prepared for the Child Care Institution each day. The Child Care Institution shall notify the Vendor in writing of necessary increases or decreases in the number of meal orders within two weeks of the scheduled preparation time. Errors in the meal order counts made by the Child Care Institution shall be the sole responsibility of the Child Care Institution.

B. RECEIPT

Upon pick-up at each Food Service Site, the provider representative shall present for signature a receipt for meals delivered. See Attachment B: "Receipt for Meals Delivered to Head Start."

C. RECORDS

The Vendor shall maintain full and accurate records/production worksheets that document: (1) the menus provided to the Child Care Institution during the term of this Agreement, (2) a listing of all components of each meals, and (3) an itemization of the quantities and portion sizes of each component used to prepare each meals. The Vendor agrees to provide lunch preparation documentation by using yield factors for each food item as listed in the United States Department of Agriculture (USDA) Food Buying Guide when calculating and recording the quantity of food prepared for each meal. The Vendor shall maintain and make available:

1. Recipes, nutrition facts labels, and any necessary child nutrition (CN) labels or product specification sheets related to the menus
2. Such cost records as invoices, receipts or other documentation that exhibit the purchase or of the meal components and quantities itemized in the meal preparation records;
3. On a daily basis, an accurate count of the number of meals, by meal type, prepared for the Child Care Institution.

The provider shall maintain all of these records for a period of three years from the end of the Federal fiscal year to which they pertain.

D. RESPONSIBILITIES

The Child Care Institution shall ensure that a Child Care Institution representative is available at each site, at the specific time on each specified day to receive,

inspect and sign for the requested number of meals. The Child Care Institution assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements of the CACFP and with local health and safety codes.

E. REGULAR MEETINGS

Regular meetings will be held two to three times during the school year to review the food service program and facilitate clear communication between the Vendor and Child Care Institution. Representatives from the Vendor, Child Care Institution and Food Service Site will be in attendance at the meetings. The Child Care Institution has the responsibility of calling and organizing the regular meetings, although meetings can be called at any time during the school year at the request of the Vendor.

VII. PAYMENT

- A. The Child Care Institution shall pay \$1.60 for each breakfast and \$2.75 for each lunch during the months of June 2012 through May 2014.
- B. The Child Care Institution will not be obligated to accept, upon delivery, or pay for any meal delivered in excess of daily requirements when notice to the Vendor has been given in accordance with Section I.C hereof, or when meals picked-up have been determined not to meet the minimum standards or requirements of this Agreement.
- C. The Vendor will present an invoice and delivery receipts within 15 working days following the end of the preceding month for meals delivered. The Child Care Institution will submit payment to the Vendor within 15 days of receipt of the invoice.

VIII. AGREEMENT MODIFICATION; NONPERFORMANCE OR DEFAULT.

- A. This Agreement constitutes the entire understanding between the Vendor and the Child Care Institution with respect to the subject matter hereof and there is no other written or oral understandings or agreements with respect hereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officer of the Child Care Institution and the Vendor. No assignment or transfer of this Agreement may be made, in whole or in part, without the prior written consent of the Child Care Institution.

B. The Child Care Institution may, upon written notice of default to the Vendor, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If the Vendor fails to make available for pick up of meals or to perform the services within the time specified herein.
2. If the Vendor fails to perform any of the other provisions of this Agreement in accordance with its terms and does not correct such failure within 48 hours after requested to do so.

C. The Vendor may not subcontract any portion of this contract.

IX. DURATION AND TERMINATION

A. This Agreement shall become effective on **June 1, 2012** and meals shall be provided hereunder during the period commencing on the effective date and ending on **May 31, 2014**, and during such additional period or periods as the Vendor and the Child Care Institution may agree upon. However, either party may, at any time during the life of this Agreement, terminate this Agreement with respect to the receipt of meals by giving thirty (30) days notice in writing to the other party of its intention to do so. The Child Care Institution may terminate this Agreement upon written notice if the terms and conditions hereof are not fully complied with by the Vendor. All notices to the Child Care Institution shall be addressed to the Child Care Institution at **NACOG HEAD START, 121 E. ASPEN AVENUE, FLAGSTAFF, ARIZONA 86001** and all notices to the Vendor shall be addressed to the Vendor at **HUMBOLDT UNIFIED SCHOOL DISTRICT- FOOD SERVICES, 6411 North Robert Road, PRESCOTT VALLEY, ARIZONA 86314**.

B. The law of the State of Arizona shall govern this Agreement.

C. The Child Care Institution may terminate this Agreement, without penalty, if its Governing Board fails to appropriate funds in subsequent fiscal years to support the program that is subject of this Agreement. The Child Care shall give the Vendor prompt written notice after it knows that funding will not be available.

D. The Vendor shall not illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion. The Vendor agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action and equal employment opportunity.

- E. The Vendor shall maintain during the term of this Agreement insurance policies by companies licensed in Arizona with a current A.M. Best rating of A: VIII or better. The Vendor shall name the Child Care Institution as additionally insured under the liability policy for the duration of the Agreement. And upon request, the Vendor will provide the Child Care Institution with a certificate evidencing such insurance coverage.
- F. This Agreement may not be assigned by either party without the prior written consent of the other party.
- G. A waiver of any failure under this agreement shall neither be construed as, nor constitute a waiver of, any subsequent failure. This agreement supersedes all prior negotiations, representations, or agreements. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendixes referred to herein are made part of this agreement by the respective references to them. This agreement may be executed in several counterparts, each of which shall be deemed an original.
- H. The parties cannot alter any provision in this agreement that is required by any law, rule or regulation. The parties cannot otherwise amend or alter this agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the Agreement. The parties must mutually agree, in a written document signed by both parties and attached to this Agreement, amend, add or delete an Article or Appendix. Any amendment to this agreement shall become effective at the time specified in the amendment.

In Witness Whereof, the Parties hereto have caused this Contract to be signed by their duly authorized representative the day and year just above written.

CYNTHIA WINDHAM
BUSINESS MANAGER
HUMBOLDT UNIFIED SCHOOL DISTRICT

DATE



CHRIS FETZER
EXECUTIVE DIRECTOR
NORTHERN ARIZONA COUNCIL OF GOVERNMENTS



DATE

ATTACHMENT A

Breakfast	Ages 1-2	Ages 3-5
1. Milk Fluid	½ cup	¾ cup
2. Vegetables, fruit, or 100% full strength juice	¼ cup	½ cup
3. Grains/breads (whole grain or enriched):	½ slice	½ slice
Or cornbread, rolls, tortillas, muffins, biscuits	½ serving	½ serving
Or cold dry cereal (volume or weight, whichever is less)	¼ cup	1/3 cup
	1/3 oz.	½ oz.
Or cooked cereal, pasta, noodle products, or cereal grains	¼ cup	¼ cup
Lunch	Ages 1-2	Ages 3-5
1. Milk, fluid	½ cup	¾ cup
2. Vegetable and/or fruit, or 100% full-strength juice (2 or more total)	¼ cup total	½ cup total
3. Grains/breads (whole grain or enriched):		
Bread	½ slice	½ slice
Or cornbread, rolls, tortillas, muffins, biscuits	½ serving	½ serving
Or cooked cereal, pasta, noodle products, or cereal grains	¼ cup	¼ cup
4. Meat or meat alternates:		
Lean meat, fish or poultry (edible portion as served)	1 oz.	1½ oz.
Cheese	1 oz.	1½ oz.
Or egg	1/2 egg	1 egg
Or cooked dry beans or peas	¼ cup	3/8 cup
Or yogurt	4 oz.	6 oz.
Peanut, soy, or other nut or seed butters	2 tbsp.	3 tbsp.
Snack (select 2 of these 4)	Ages 1-2	Ages 3-5
1. Milk, fluid	½ cup	½ cup
2. Vegetable, fruit, or 100% full strength juice	½ cup	½ cup
3. Grains/breads (whole grain or enriched)		
Bread	½ slice	½ slice
Or cornbread, rolls, tortillas, muffins, biscuits	½ serving	½ serving
Or cold dry cereal (volume or weight, whichever is less)	¼ cup	1/3 cup
Or cooked cereal, pasta, noodle products, or cereal grains	¼ cup	¼ cup
4. Meat and meat alternates:		
Lean meat, fish, or poultry (edible portion as served)	½ oz.	½ oz.
Or cheese	½ oz.	½ oz.
Or egg	½ egg	1 egg
Or yogurt (low or nonfat)	¼ cup	¼ cup
Or cooked dry beans or peas	1/8 cup	1/8 cup
Or peanut butter, soy nut butter, or other nut butters	1Tbsp	1 Tbsp

Fruit or Vegetable Juice must be 100% full strength.

Breads/Grains must be whole-grain, enriched meal or flour. Cereal must be whole grain or enriched or fortified.

Peanut butter, nuts/seeds meet only 50% of total meat/meat alternate serving and must be combined with another meat or meat alternate to fulfill Lunch requirements. Not more than 1 ounce of nuts/seeds may be used in any meal.

Lettuce must be accompanied with another fruit or vegetable. Raisins must be served w/another fruit or vegetable at breakfast and snacks. Cottage cheese, cheese food/spread; portion size must be doubled.

CONSENT
Item 81.

AVID Contract
Renewal

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # **81**
FROM: Diana Green, Director of Educational Services Reading
DATE: June 12, 2012 Discuss
SUBJECT: Request for renewal of the AVID contract Action
Consent X

OBJECTIVE: Goal #2 – Focus on planning for future student needs

SUPPORTING DATA:

Bradshaw Mountain High School implemented the AVID the program in 2007. AVID (Advancement VIA Individual Determination) is a national program with an impressive record of accomplishment of increasing the levels of academic rigor for middle and high school students. It is driven by the WICR method, which means Writing, Inquiry, Collaboration, and Reading, and has been successfully used by teachers at the high school and the middle schools.

The contract with AVID, which was approved by the Board for the 2007-2008 school year, is now up for renewal.

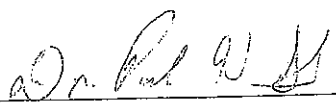
SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve the renewal of the AVID contract with Bradshaw Mountain High School.

Sample Motion:

I move to approve renewal of the AVID contract with Bradshaw Mountain High School for the 2012-2013 school year.

Approved for transmittal to the Governing Board: _____


Dr. Paul Stanton

Questions should be directed to:

Diana Green, Director of Educational Services (759-4000)

AVID® IMPLEMENTATION AGREEMENT

This AVID Implementation Agreement ("Agreement") for AVID membership, materials, and training is entered into by and between the AVID Center, a California non-profit corporation ("AVID Center") and the public school system named in Attachment A ("School System").

Article I. AVID Membership Benefits

1.1 AVID Mission and Purpose:

AVID's mission is to close the achievement gap by preparing all students for college readiness and success in a global society.

AVID Center is a non-profit corporation formed to strengthen and support the AVID community through: a focus on the implementation of the AVID College Readiness System to assure quality; national leadership in education; innovation through current research; and service to schools with quality and depth.

1.2 AVID Membership:

AVID members are School Systems who sign this Agreement and their school sites listed in Attachment A as implementing AVID. Annual membership runs concurrently with the Term of this Agreement. Sites listed in Attachment A as "planning" are not considered AVID members and are not eligible for membership.

1.3 AVID College Readiness System and Materials:

Membership entitles School System to implement AVID only at the school sites listed as "new" or "existing" in Attachment A and to use the licensed AVID trademarks, libraries and student materials for the School System's AVID College Readiness System pursuant to the provisions of this Agreement.

1.4 AVID Center Support for Secondary:

AVID Center agrees to provide support to School System through AVID Center's national and/or division offices. Membership includes support from AVID Center's national and/or divisional offices in the following ways:

- access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute,
- access to training for the District Director through the two-year AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute,
- coordination with School System's District Director to collect, report, and analyze data from AVID schools,
- review the quality of implementation through the Certification process,
- access to AVID Path Trainings for continuing professional development in core and specialized content areas,
- access to ongoing AVID College Readiness System development through various divisional workshops,
- permission to use the AVID Trademarks as described in Section 4.2 below,
- electronic newsletters and access to the resources available through the password-protected MyAVID area of AVID Center's website,
- an AVID yearbook and ACCESS academic journals for School System and each school site listed in Attachment A, and
- assistance in disseminating information about AVID to potential new AVID middle school and high school sites within School System.

1.5 AVID Reports:

AVID Center agrees to provide School System with reports on AVID data collected in School System.

1.6 AVID Summer Institute:

AVID Center agrees to provide School System and its listed AVID sites access to AVID Summer Institute. School System and its listed AVID sites may attend all strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Elementary Bridges, Elementary Foundations and/or Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

1.7 Licensing Benefits:

Membership includes a license to use the AVID Trademarks to promote School System's implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials at the school sites listed as implementing in Attachment A for educational purposes relating to AVID, all pursuant to the provisions of this Agreement. Licensing runs concurrently with the Term of this Agreement.

1.8 Annual Membership/License Fee:

School System agrees to pay AVID Center an annual membership/license fee based on the total number of schools in School System's AVID program according to the pricing schedule set forth in Attachment A.

Article II. School System Responsibilities

2.1 AVID Secondary Methods:

School System agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. School System will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. School System will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center. School System is responsible for each of its AVID school sites' compliance with this Agreement.

2.2 AVID Secondary Student Selection:

School System agrees to select students for AVID in accordance with the selection criteria established in the AVID Eleven Essentials. AVID Eleven Essentials may be modified and/or updated by AVID from time to time at AVID's sole discretion.

2.3 AVID Secondary Qualified Staff:

School System agrees to maintain, at its expense, at least one AVID District Director. The District Director will enroll in and complete or have previously completed the two year AVID District Leadership (ADL) training. School System also agrees to pay the ADL training, materials and support cost ("District Director Professional Development Services Price") set forth in Attachment A for its District Director(s). AVID District Director responsibilities are listed in Article III below. School System will ensure that its District Director(s) comply with all of the provisions of Article III below.

2.4 AVID Secondary Staff Training:

School System agrees to provide, at its expense, ongoing training for AVID school site coordinators and AVID site teams.

A. AVID Summer Institute: School System agrees to ensure that each secondary site in their initial year of implementing AVID and listed as "new" on Attachment A send a team of eight (8) members to an AVID Summer Institute. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends secondary sites in their second year send teams of at least five (5) members and encourages schools to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites.

The AVID Summer Institute has three different registration rates, Early Bird, Regular Registration and a Late Registration. All costs can be found online at <http://www.avid.org>. If School System signs and returns this Agreement after May 1, 2012 but before the respective Late Fee Start Date, the Regular Registration rate will apply to each participant listed on Attachment A. School System understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

B. School System Staff Development: School System agrees to conduct AVID staff development for AVID schools in the School System based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for staff development sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agenda provided in the AVID District Leadership training materials, and on the content areas related to educational reform initiatives in public schools in School System's state. AVID Center does not provide these services as part of membership fees, however School System may elect to purchase additional consulting days from AVID Center in order to meet additional professional development needs.

2.5 Data Collection:

On at least an annual basis, according to the timeline established by AVID Center, School System shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. School System shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by School System as "privileged" or "confidential" before School System delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. School System reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Paragraph 2.5 in a manner that would violate, or cause School System to violate, any applicable provision of FERPA.

2.6 AVID Curriculum Library:

The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. Each type of Curriculum Library—Middle Level, High School, Elementary Beginnings, Elementary Foundations, or Elementary Bridges – consists of a set of AVID Publications and materials.

2.6a Curriculum Library, Secondary:

School System agrees to purchase at least one (1) complete AVID Curriculum Library for each high school and middle school listed as "new" in Attachment A prior to each site's initial implementation of AVID. AVID Curriculum Library prices are set forth in Attachment A. School System shall be entitled to use AVID libraries only at the specific school sites listed in Attachment A for which the materials were originally purchased. AVID libraries are non-transferable. School System and its individual AVID school sites agree to ensure that each AVID classroom has adequate AVID curriculum materials. The use of the AVID Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of Article IV below.

2.6b Curriculum Shipment(s):

AVID Center will ship curriculum libraries upon full execution of this agreement, once materials have been produced, and in accordance with the delivery date requested by School System as indicated on Attachment A as the "Requested Delivery Date". Curriculum will be shipped to the addresses listed on Attachment A as provided by School System. School System confirms that this date and location reflects the best time and location for receipt of shipment. School System should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement. The Requested Delivery Date is provided for School System's convenience only. AVID Center's collection and School System's provision of such date does not constitute an affirmation of fact or promise nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. School System agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials.

Article III. AVID District Director

3.1 Role of the AVID District Director:

In order to disseminate AVID effectively and to build a strong District AVID College Readiness System, AVID Center coordinates training and networking of district leaders known as AVID District Directors. The primary role of the AVID District Director is to coordinate support for AVID within School System. These individuals accept responsibility for ensuring the implementation of the AVID College Readiness System components according to the AVID Methodologies and for facilitating the development of site conditions that ensure effective AVID implementation. AVID District Directors attend four (4) sequential AVID District Leadership trainings (ADL) in various locations to be announced throughout a two-year period. Included in ADL Sessions 1-4 are site visits to AVID schools and curriculum which develop district and regional capacity to deepen existing programs, build new programs, and provide ongoing support and staff development to the AVID College Readiness System and coordinators.

3.2 Time Allocation for the AVID District Director:

The ability of the District Director to plan and conduct AVID activities is impacted by what proportion of the Director's job responsibilities is designated for AVID. For school systems with five (5) or more AVID school sites, AVID Center recommends that a substantial portion of the District Director's time be allocated to AVID oversight. AVID Center recommends that full-time allocation or multiple District Directors be considered for rural districts with ten (10) or more AVID school sites, and for urban or suburban districts with twenty (20) or more AVID school sites.

3.3 Secondary Staff Development:

The District Director coordinates workshops for AVID coordinators, training for AVID tutors, site team conference(s) for AVID site teams, and site team participation in the AVID sanctioned Summer Institute(s).

3.4 Secondary Technical Support to Sites:

The District Director periodically visits each AVID school site at minimum, once per academic quarter. A site visit includes AVID classroom observation and coaching of the AVID coordinator, observation of subject area teachers who have participated in AVID staff development, meeting with the AVID site team to facilitate progress towards goals identified in the Site Team Plan, and meeting with the principal to promote administrative support for and institutionalization of AVID.

3.5 Data Collection and Research:

The District Director and/or Elementary District Liaison coordinates the collection of data as requested by the national AVID Center, and uses resources within the School System or region, as available, in order to monitor progress and success of regional AVID College Readiness Systems.

3.6 Building a Structure of Support:

The District Director coordinates the establishment of an AVID District team or advisory group that is made up of top level district administration, site-level representation and representatives from local post-secondary institutions. The AVID District team or advisory group ensures the implementation and fidelity of the AVID system and collaborates on issues regarding student access to and success in rigorous college preparatory courses.

3.7 Outreach:

The District Director responds to inquiries from his or her community regarding AVID dissemination by providing information sessions and publicity.

3.8 Partnerships with Postsecondary Institutions:

The District Director works with college and university staff to coordinate student outreach, tutor employment, AVID summer bridge programs, and support for AVID students enrolling at the postsecondary institutions.

3.9 Secondary Special Events:

The District Director facilitates AVID events (e.g., AVID student writing contest, AVID student conference, AVID family conference).

3.10 Partnership with AVID Center:

The District Director coordinates communication with AVID Center regarding contracts for consultant services, technical assistance for district or regional planning, and the AVID certification process. The District Director also maintains open communication and collaboration with AVID Center by mailing information about regional AVID activities, by participating in AVID conferences, by networking via phone/ FAX/ e-mail, by contributing to the AVID international academic journal, etc.

3.11 AVID District Leadership Training:

ADL Sessions are designed to prepare and support the AVID District Director. The four sessions are taken in sequential order over a two year period at various facilities throughout the country. The District Director is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. Upon completion of all four sessions, the District Director becomes certified by AVID as a District Director and continues their training by attending ongoing national, divisional, or state AVID Center meetings.

A. AVID provides, as part of the ADL fee, the following services to the district for start-up and quality assurance of the program: AVID District Leadership Training – ADL training is for district level personnel and takes place over two years. ADL includes two small-group trainings per year which consist of AVID methodologies, understanding the role and responsibilities of the District Director and learning about our online resources, data collection, certification, and continued professional development.

The District Director Professional Development Services Fee is \$15,000.00 per District Director, payable over two years at \$9,000.00 for the first year and \$6,000.00 for the second year. Additional district level training due to turnover or supplemental support will receive a discount at the discretion of AVID Center. The service fee does not include travel, meals, or any other expenses.

The ADL Training Schedule is split into two years. Year 1 of training includes Summer Institute, Session 1 and Session 2. Time allocated for these trainings consist of one (1) week over the summer for Summer Institute and two and a half (2 ½) days for each session one in the fall and one in the spring. Year 2 of training includes two (2) Summer Institutes, Session 3, and Session 4. Time allocated for these trainings consist of one (1) week over the summer in between both training years, and two and an half (2 ½) days for each session one in the fall and one in the spring, followed by a final one (1) week over the summer.

B. Summer Institute – District Director leads the district's AVID site team facilitation at the AVID Summer Institute. The District Director attends Summer Institute as part of their ongoing training, therefore the Summer Institute registration fee for the District Director is included in the Total District Director Professional Services Price.

C. Materials – After attending the first ADL session, the District Director will be provided with a sample set of all Middle School and High School curriculum, materials, binders, CD's, and supplemental materials needed for district support.

D. AVID National Office & Divisional Support – AVID Center will provide support from our national office, divisional offices, state offices. This support will consist of phone calls, e-mails, and district visits at the discretion of AVID Center.

Article IV. Licenses and Proprietary Rights

4.1 Copyright License:

Subject to School System's performance of all the provisions of this Agreement, AVID Center hereby grants to School System during the Term a non-exclusive, non-transferable, license, without the right to sublicense, to use the AVID Materials and the AVID Methodologies solely to implement AVID at the specific school sites listed in Attachment A, and for no other purpose. School System and its individual school sites will not photocopy, reproduce or otherwise duplicate all or any part of the AVID Materials or AVID Methodologies without AVID Center's prior written consent, except as required to implement AVID at the individual school sites listed on Attachment A or except as required to otherwise perform School System's obligations under this Agreement. School System and its individual school sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. School System also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement. School System will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than a specific school site for which such materials were originally licensed. In addition, School System and its individual school sites agree not to sell, sublicense, transfer, lease, give away, disclose, distribute or otherwise dispose of any of the AVID Materials or AVID Methodologies to any third person or entity at any time.

4.2 Trademark License:

Subject to School System's performance of all the provisions of this Agreement, AVID Center hereby grants to School System during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID® and AVID® ® trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by School System or the individual school sites listed in Attachment A in order to promote and implement AVID at the specific school sites listed in Attachment A. School System agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. School System agrees that it or its individual school sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. School System further acknowledges and agrees that it and its individual school sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. School System cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the school sites listed in Attachment A consistent with the above license. School System and its individual school sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If School System or its individual school sites desire to use or place the AVID Trademarks on any products, things or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article IV.

4.3 Rights Reserved:

Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to School System shall be reserved and remain always with AVID Center.

4.4 Proprietary Rights:

The parties agree that except to the limited extent expressly set forth in Paragraphs 4.1 and 4.2 above, AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). School System shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. School System also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

4.5 Enforcement:

The parties agree that except to the limited extent expressly set forth in Paragraphs 4.1 and 4.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event School System breaches any material provision of Article IV. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against School System without the requirement to post a bond, in addition to any other remedies available to AVID Center, for School System's breach of any provision of this Agreement.

4.6 Proprietary Notices:

School System agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

4.7 Infringement:

School System agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. School System agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

4.8 Compliance with Laws:

School System agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over School System and its educational programs.

Article V. Quality Control Procedures

5.1 Quality Standards:

To ensure the successful implementation of AVID, School System agrees to comply with the quality standards described in the AVID Materials and in the AVID training sessions or otherwise established by AVID Center from time to time (collectively "AVID Quality Standards").

5.2 Annual Certification:

School System agrees to participate in AVID Center's annual certification process whereby each AVID school site completes a self-study that is certified by School System's AVID District Director. AVID Center will train School System's AVID District Director in the certification process and will provide consultation and review. School System will forward the results of this annual certification to AVID Center in a timely fashion. AVID Center will make the final determination of each school site's certification status.

5.3 AVID Quality Assurances:

AVID Center has the right in its sole discretion to review School System's compliance with the AVID Quality Standards, including without limitation the annual certification process described above. The Certification process provides a two-year timeline to encourage site level program improvement, if necessary, in individual schools. If as part of the Annual Certification process or otherwise AVID Center suggests certain changes be made to School System's AVID College Readiness System, School System agrees to implement such changes. As per Certification guidelines, AVID school sites that do not meet the AVID Quality Standards or do not implement AVID Center's suggested changes may be designated "affiliate" schools. AVID school sites and/or school districts which do not meet the AVID Quality Standards or do not implement AVID Center's suggested changes for multiple years may be asked to discontinue AVID at the end of a school year.

Article VI. Period of Agreement

6.1 Term:

The Term of this Agreement shall be as set forth in Attachment A unless earlier terminated as provided herein ("Term").

6.2 Cessation of the AVID College Readiness System:

AVID Center requests that if School System determines that it will permanently cease using or implementing the AVID College Readiness System at the end of the school year, School System must notify AVID Center in writing by May 31 of that year. AVID Center retains the right to verify that any School System which conducted the AVID College Readiness System in prior years but has indicated it is discontinuing or has discontinued AVID has: (a) ceased to offer the AVID elective class at the subject school site(s), (b) ceased any further use of the AVID Materials and AVID Methodologies, and (c) ceased any further use or display of the AVID Trademarks.

Article VII. Compensation

7.1 Payment Schedule:

School System agrees to pay AVID Center for membership/license fees, AVID Materials, training and other services according to the fee schedule detailed in Attachment A. AVID Center will invoice School System, and payments are due within 30 days from receipt of invoice.

Article VIII. Status of Parties

8.1 Independent Contractors:

AVID Center and School System are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article IX. Authority

9.1 AVID Center Warranty:

AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement. AVID Center warrants that it is a 501 (c)(3) non-profit educational corporation and the developer and sole source distributor of the AVID College Readiness System.

9.2 School System Warranty:

School System warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of School System warrants that he or she has the authority to enter into this Agreement on behalf of School System and to bind School System to perform all of its obligations under this Agreement.

Article X. Termination

10.1 Termination for Cause:

Subject to the last sentence of this Paragraph 10.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement (including, but not limited to, School System being materially out of compliance with the intellectual property licenses and related provisions of this Agreement, or with the AVID Quality Standards) and (i) fails to cure that breach within thirty (30) days (or ten (10) days in the case of a breach involving the nonpayment of fees) of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by School System that is not cured as described above, AVID Center shall have the right to terminate School System's right to conduct all or part of AVID at one or more specific school sites, by giving written notice to School System of the sites so terminated, without terminating this Agreement with respect to the other school site(s) subject to this Agreement. Any termination under this Paragraph 10.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any breach by School System of any of the provisions of Article IV shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon the breach by School System of its obligations under Article IV.

10.2 Other Terminations:

Notwithstanding Paragraph 10.1 above, either party may terminate this Agreement: (a) immediately upon the bankruptcy, dissolution, or insolvency of the other party, or (b) upon thirty (30) days' prior written notice to the other party.

10.3 Cessation of Use:

Upon termination or expiration of this Agreement: (a) the licenses in Article IV shall automatically terminate and revert to AVID Center, (b) School System shall thereafter immediately discontinue AVID in all of its school sites, and cease using the AVID Materials, AVID Methodologies or the AVID Trademarks in any way, and (c) School System shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

10.4 Cumulative Remedies:

All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 4.3, 4.4, 4.5, 4.6, 7.1 and all of the provisions of Articles X and XI shall survive the termination or expiration of this Agreement.

Article XI. General Provisions

11.1 Governing Law and Venue:

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if School System is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California; and (ii) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which School System is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where School System is located (set forth in § 3 of Attachment A), and venue for the action shall be that city and State.

11.2 Entire Agreement:

All Attachments to this Agreement are fully incorporated herein. This Agreement, including Attachments, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

11.3 Limitation of Liability:

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

11.4 Severability:

If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

11.5 Attorney's Fees:

In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, in addition to other relief to which it is entitled.

11.6 Assignment:

School System acknowledges that the favorable terms of this Agreement were granted solely to School System, and that the substitution of any party by School System would destroy the intent of the parties. Accordingly, School System shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

11.7 Notice:

All notices, requests or other communications under this Agreement shall be in writing, and shall be sent to the designated representatives of the parties at the addresses set forth below their signatures on this Agreement or in Attachment A, and shall be deemed to have been duly given on the date of service if sent by facsimile (provided a hard copy is sent in one of the manners specified herein), or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.

11.8 Counterparts:

This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

11.9 Waiver:

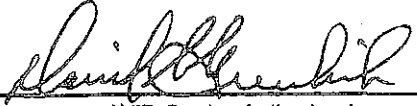
The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

11.10 Facsimile and Electronic Signatures:

The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates opposite their signatures, but such dates shall not alter the Term of this Agreement as specified in Attachment A

AVID Center,
a California Non-Profit Corporation 501(c)(3)


Signature: AVID Center Authorized

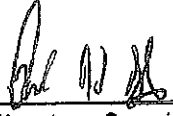
David S. Greulich
Printed or Typed Name

AVID Center
Controller

858-388-4776
Title

7 MAY 2012
Date

Humboldt Unified School District
AZ


Signature: Superintendent or Designee

Paul H. Stanton
Printed or Typed Name

Superintendent
Title of Designee

6/2/12
Date

AVID Center
9246 Lightwave Avenue, Suite 200
San Diego, CA 92123
Employer ID # 33-0522594

I. School System:

Legal Name of Entity: Humboldt Unified School District
Federal Employer ID #: 86-6003010
District NCES #: 403870

II. Term of Agreement:

July 1, 2012 to June 30, 2013

III. Agreement Processing and Billing Procedures:

Contact for Contracts: Cynthia Windham
Title: Finance Director
District Name: Humboldt Unified School District
Business Address: 6411 N. Robert Road
City, State, Zip Code, Country: Prescott Valley, AZ, 86314, USA
Telephone: 928-759-4027
E-Mail: cynthia.windham@humboldtunified.com

Billing Contact: Cynthia Windham
Title: Finance Director
District Name: Humboldt Unified School District
Business Address: 6411 N. Robert Road
City, State, Zip Code, Country: Prescott Valley, AZ, 86314, USA
Telephone: 928-759-4027
E-Mail: cynthia.windham@humboldtunified.com

District Director:

AVID District Director (DD):

Dan Streeter

Title:

District Director/High School Principal

Director Name:

Humboldt Unified School District

Business Address:

6000 E. Long Look Drive

City, State, Zip Code, Country:

Prescott Valley, AZ, 86314, USA

Telephone:

928-759-4105

E-mail:

daniel.streeter@humboldtunified.com

Member Schools:

School System will offer the AVID program in three (3) total school(s) during the 2012 - 2013 school year.

School Name	Grades AVID Program Implemented	Program Name	Site Status
Bradshaw Mountain High School	9, 10, 11, 12	Secondary	Existing
Bradshaw Mountain Middle School	7, 8	Secondary	Existing
Glassford Hill Middle School	7, 8	Secondary	Existing
Subtotal Schools			
Secondary			3
Total Schools:			3

Fee Schedule:

# Schools	AVID Secondary Membership/License Fee per School Site
1 to 9	\$3,315.00
10 to 19	\$3,025.00
20 to 29	\$2,750.00
30 to 39	\$2,085.00
40 to 59	\$1,940.00
60 to 79	\$1,940.00
80 to 99	\$1,805.00
100 to 119	\$1,805.00

Three (3) Secondary school(s) X \$3,315.00 = \$9,945.00
 Total Membership Price = \$9,945.00

7. District Director Professional Development Services:

District Director(s)

Dan Streeter :

ADL Training Status
 Completed ADL Training

Dan Streeter:

No Charge

Total District Director Professional Development Services Price =

\$0.00

TOTAL 2012-2013 IMPLEMENTATION PRICE

Contract signed and returned on or before May 1, 2012

\$9,945.00

Plus applicable taxes

OR

Contract signed and returned between May 2, 2012 and late fee start date

\$9,945.00

Plus applicable taxes

CONSENT
Item 8J.

Audit Contract
Renewal

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 85
FROM:	Cynthia Windham, Finance Director	Reading
DATE:	June 12, 2012	Discuss
SUBJECT:	Renewal of Annual Audit Contract	Action
		Consent X

OBJECTIVE: Goal # Planning for Future Student Needs

REQUEST FOR RFP RENEWAL – ANNUAL AUDIT SERVICES

In September 2008, the Governing Board awarded the RFP for Audit Services to Heinfeld & Meech, P.C. – for the FY 07-08 school year.

The RFP for audit services contained a multi-term provision that would allow the District to renew on an annual basis (up to four consecutive terms).

It is recommended that the District maintain its professional association with Heinfeld & Meech, as they continue to be instrumental in providing the necessary assistance to the Finance Director on a variety of compliance related issues.

This renewal will represent the fifth year of a maximum five-year award.

BACKGROUND:

The Request for Proposal was for audit services in the following areas:

- 1) Perform the annual financial audit of financial transactions and accounts subject to the Single Audit Act for year(s) ending June 30, 2008 through June 30, 2012; and completion of Uniform System of Financial Records (USFR) Compliance Questionnaire.
- 2) Assist the District in preparing a Comprehensive Annual Financial Report (CAFR) and the submitting of annual applications for achievement awards in financial reporting to Association of School Business Officials International (ASBOI) and Government Finance Officers Association (GFOA).
- 3) Assist the District in routine advice (e.g. technical questions, training, best practice guides and tools, and implementation of audit recommendations) as requested by the District.

RECOMMENDATION:

It is recommended that the Governing Board renew the contract with Heinfeld & Meech & Co. to perform the annual audit for the FY 11-12 school year representing the fifth of a five-year term.

Approved for transmittal to the Governing Board:



Dr. Paul Stanton, Superintendent

Questions should be directed to: Cynthia Windham, Finance Director - 759-4000

CONSENT
Item 8K.

Speech Services
Contract Renewal

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item #	8k
FROM:	Cynthia Windham, Finance Director	Reading	
DATE:	June 12, 2012	Discuss	
SUBJECT:	Award of contract for services related to: Speech Therapy	Action	
		Consent	X
OBJECTIVE:	Goal # Planning for Future Student Needs		

SUPPORTING DATA:

On June 29, 2010, the Governing Board approved issuing an RFP for Speech Therapy Services.

The Administration requested approval to issue a Request for Proposal for Speech Therapy Services for the FY10/11 school year in an attempt to expand our approved provider list.

It was the intent of the District to award a multi-term contract, beginning upon award and continuing until June 30, 2011. If all conditions were met during this period of time, these awards could be extended for an additional four one-year terms.

The District is requesting renewal of the following speech vendors approved in August 2010, (on an as-needed basis) to the following vendors representing the third year of a multi-year award – not to exceed five years:

Katie Garcia
Karen Fay – High Country
Stephanie Voss

Northland Rural
Katie Cannon
Dynamic Interventions

The District is also requesting renewal of the following vendors who were previously awarded in December 2008. These renewals will represent the fourth year of a multi-year award – not to exceed five years:

Amanda Paffumi
Arizona Speech and Hearing Professions, LLC
Cumberland Therapy Services, LLC

In-Speech
Progressus Therapy
Sunbelt Staffing

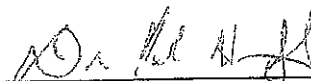
The District will also be requesting approval to participate in the Yavapai County Education Services program which provides speech staff on a competitive basis to school districts in Yavapai County. (The specifics of this request will be discussed on a separate Board transmittal item.)

**Note: Staff positions have been advertised to fill the caseload requirement however insufficient applicants have been received to-date to accommodate projected caseloads. Currently the District has 4.4 vacant positions that have yet to be filled.*

SUMMARY & RECOMMENDATION:

I move to approve the renewal of the speech vendors as presented.

Approved for transmittal to the Governing Board:


Dr. Paul Stanton, Superintendent

Questions should be directed to: Dr. Kay Turner, Director of Special Services (759-4040)
or Cynthia Windham, Finance Director (759-4000)

CONSENT
Item 8L.

Trash Contract
Renewal

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 8L
FROM: Cynthia Windham, Finance Director Reading
DATE: June 12, 2012 Discuss
SUBJECT: Award of contract for services related to: Action
Trash Removal and Recycle Material Services
Consent X

OBJECTIVE: Goal #

SUPPORTING DATA:

On May 19, 2009, the Governing Board approved issuing a RFP for Trash Removal and Recycle Material Services.

A legal notice was published in the Prescott Courier on May 26, 2009 and June 2, 2009, advertising the District's request for competitive sealed proposals in the area of Trash and Recycle Material Services for the 2009-10 school year.

The District sent proposal packets to existing firms on its vendor list as well as to additional firms who requested packets as a result of the legal advertisement.

The committee reviewed the RFP submissions and after careful evaluation, determined that Patriot Disposal could meet the demands of the District

The Board awarded the contract to Patriot Disposal on July 14, 2009.

It was the intent of the District to award a multi-term contract, beginning upon award and continuing until June 30, 2010. If all conditions were met during this period of time, the contract could be extended for up to an additional four one-year contracts.

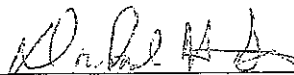
The District is pleased with the performance of Patriot Disposal and recommends renewal of the contract for an additional one-year period.

Patriot Disposal is not requesting an increase in their pricing for the upcoming school year. In addition, due to recycling efforts, the number of containers required at each school has been analyzed and the District is projecting a 20% savings next year.

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board renew the contract with Patriot Disposal for the 2012/13 school year representing a fourth year of a potential five-year term.

Approved for transmittal to the Governing Board:


Dr. Paul Stanton, Superintendent

Questions should be directed to: Cynthia Windham, Finance Director 759-4000

CONSENT

Item 8M.

ESI Contract

Renewal

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # **8M**
 FROM: Phil Young, Director of Human Resources Reading
 DATE: June 12, 2012 Discuss X
 SUBJECT: Annual Approval of Retiree Re-employment Program and Client Service Contract With Educational Services, Inc. Action X

OBJECTIVE: Goal # 1 Raise the Level of Student Achievement

SUPPORTING DATA:

When a teacher, classified employee, or administrator retires through the Arizona State Retirement System, that person is not allowed to work full-time in a school district for the first year following retirement (see attached *Working After Retirement* document). For this reason, highly qualified staff members are often lost to the District after they retire.

SUMMARY & RECOMMENDATION:

In an effort to retain highly qualified and experienced employees who have just retired and, at the same time, reduce employer costs, a staff retiree re-employment incentive program (see *Retiree Re-Employment Program: 2012-13* document) is proposed for the 2012-13 school year for teachers, administrators, and classified employees who have met the requirements for ASRS normal retirement, have retired, and who wish to return to full-time employment without jeopardizing their retirement income.

The provisions of the staff retirement incentive program allow an employee to retire, retain the ASRS retirement income, and return to the District at a *lower salary* under a contract with Educational Services, Inc. (ESI, see *Educational Services, Inc. Client Service Agreement*), without placing their ASRS retirement in jeopardy. By receiving a retirement income *and* a new, though lower, working wage, the employee earns more than before. The District saves money by paying a lower wage (82% of a new hire wage) and not paying any health insurance costs during the year.

Educational Services, Inc. has provided retiree re-employment services in Arizona since 1999 and works with over 120 school districts across the state, including Prescott, Chino Valley, and Mayer. HUSD has approved a contract with ESI annually since the 2005-06 school year which has allowed us to hire excellent recent retirees while saving M&O dollars. Each returning ESI employee saves the District, on average, at least \$10,000 during their year of service.

Starting in the 2012-13 school year, the Arizona legislature changed laws relating to both ESI-hired staff and retirees hired directly by the District. Starting this coming year, our District will need to pay a new ACR (Alternative Contribution Rate) of 8.64 % of a *retired and re-employed by the District* employee's wage or an *ESI employee's wage* to the Arizona State Retirement System annually. For ESI employees, this new cost will be shared by the District and the ESI employee. For our part, we will pay an ESI employee at 82% of a new hire wage, down from 85% this year, representing a 3% savings which will be used to offset some of the ACR cost. Next year, ESI will deduct directly from an ESI employee's wage another 3% which effectively *reduces* the service fee we pay ESI from 4% this year to 1% next year...another 3% savings used to offset the ACR fee. The final additional 2.64% (~\$900 for an ESI teacher) will be absorbed as a new cost to the District. While this is a new expense, we will still realize a significant savings since we will pay 11.15% to ASRS for staff next year.

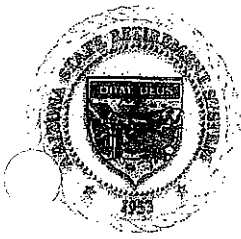
It is recommended that the Governing Board:

Move to approve a Retiree Re-Employment Program and a Client Service Agreement with Educational Services, Inc. (attached), for the 2012-13 school year.

Approved for transmittal to the Governing Board: _____

Dr. Paul H. Stanton, Superintendent

Questions should be directed to: Phil Young @ x4006



Arizona State Retirement System

3300 North Central Avenue, Phoenix, AZ 85012

WWW.AZASRS.GOV

Working After Retirement

A Guide for Members and Employers

Questions?

AskMac@azasrs.gov

Phoenix (602) 240-2000

Tucson (520) 239-3100

Toll-Free (800) 621-3778

July 2011

Disclaimer: The ASRS is governed by complex state and federal laws. This Guide is intended to provide general information and does not replace statutory and rule requirements. Arizona Revised Statutes, the Arizona Administrative Code along with the federal code for both the IRS and Social Security Title 218, shall be final authority. For additional information, please visit the ASRS website at www.azasrs.gov or contact the ASRS.

In general, if an ASRS retiree works or agrees to work 20 or more hours per week for 20 or more weeks in a fiscal year (referred to below as 20/20) for an ASRS employer their pension will be suspended and active membership will resume. Under very specific conditions an ASRS retiree can qualify to remain retired while working for an ASRS employer. It is the member's responsibility to ensure compliance.

ASRS participation is limited to positions covered by the Social Security 218 agreement – ask your employer if your position qualifies.

A *Retiree Return to Work for an ASRS Employer* form must be completed upon beginning any post-retirement employment and again if work hours permanently change. This form can be found in the Working After Retirement section of the ASRS website.

The following provides details on returning to work for an ASRS employer while retired under specific circumstances. Some common scenarios are offered for illustrative purposes. The Arizona Revised Statute that applies is also noted.

Returning to work with reduced hours (A.R.S. § 38-766)

Arizona law allows all retirees who have terminated employment to return to work less than 20/20 after retirement without a suspension of pension. However, a retiree's pension will be suspended if any of the following conditions are met:

- a) Member did not reduce hours below 20/20.
- b) Member worked 20/20 prior to retirement then, after retirement but in the same fiscal year, agrees to or does work even one more 20 hour week; or
- c) Member worked some 20 or more hour weeks prior to retirement and then, after retirement but in the same fiscal year, agrees to or does work additional 20 hour weeks so that the total weeks of at least 20 hours worked before and after retirement equals or exceeds 20; or

1. Requires participation in another state retirement system and the member makes those contributions unless coverage is waived by an individual eligible for the Elected Officials Retirement Plan, or
2. Permits a member to participate in another state retirement system and the member makes that election.

Scenario 1: A member terminates employment, retires with the ASRS, and goes to work within 12 months for a different employer in a position that participates in the Corrections Officer Retirement Plan. The member's ASRS pension will not be suspended.

Scenario 2: A member, without terminating employment, attempts to retire with the ASRS by transferring into a new position with the same employer. The new position meets the 20/20 criteria for membership but requires participation in the Public Safety Personnel Retirement System. The member ceases making contributions to the ASRS but cannot retire from the ASRS since the member has not terminated employment.

Returning to work as a leased employee (A.R.S. § 38-711) or an independent contractor

Arizona law allows a member to terminate employment, retire from the ASRS and return immediately as a leased employee or an independent contractor without a suspension of pension. However, these individuals may be considered to be "employees" by the IRS, the Social Security Administration, or another governmental authority, and could face a suspension of pension if that determination were made.

Scenario 1: A member terminates employment, retires with the ASRS, and immediately returns to the same position but works for a third party leasing company and not directly for the ASRS employer. This member's pension may be suspended if it is determined the member is working as an "employee" for IRS or Social Security purposes.

Scenario 2: A member terminates employment, retires with the ASRS and then sets up a limited liability corporation to be his employer. After six months the LLC leases the retiree to an ASRS employer as an "independent consultant." This member's pension could be suspended because the retiree might not satisfy the IRS definition of an independent contractor. A member considering independent contracting should consult with his or her employer and the IRS before taking this step.

Retiring without terminating employment (A.R.S. § 38-764 (I))

Arizona law allows a member to retire, receive a pension and continue working without first terminating employment if all the following conditions are met:

- a) Member must have reached normal retirement on or before the date of retirement.
- b) Member's work hours must be reduced below 20/20 after retirement. If the member has already worked one or more weeks of 20 or more hours in the fiscal year before retirement, those weeks will count toward the 20/20 criteria.
- c) Member's employer must agree to the reduced work hours.

Scenario 1: A 52-year-old member with 28 years of service decreases his hours with his ASRS employer to 15 per week and retires without terminating employment. Twelve months after his retirement his ASRS employer offers him a 25 hour per week position. The member cannot accept the position without having his pension suspended because he has not been terminated from employment for 12 months.

Scenario 2: A member with 80 points (normal retirement for them) decreases his hours to 19 per week and retires from the ASRS without terminating employment. The member works 19 hours per week for two years then terminates his position. Fifteen months after terminating employment the member is offered a full-time position with an ASRS employer. The member can accept this position without a pension suspension since he is at least 12 months beyond his termination of employment, assuming the other requirements of A.R.S. § 38-766.01 are met.

Common Missteps and Pitfalls

Following are common pitfalls the ASRS has identified that have led to revocations of benefits and penalties to retirees and employers.

- **Returning to work before reaching normal retirement.** Many early retirees aren't aware that they cannot work in excess of 20/20 until they reach normal retirement, which could be as much as 15 years after early retirement.
- **Not waiting the full 12 months before returning to work.** A retiree cannot return to 20/20 employment just because they have less than 20 weeks before reaching their 12 month anniversary. The exemption from returning to active contributory status is at the 12 month anniversary, not any date before.
- **Not strictly limiting the weeks of working 20 or more hours to less than 20.** Many retirees think they are working 20 or more hours only occasionally, and are very surprised when they discover that they exceeded the 19 week limit.
- **Not submitting a written acknowledgment.** One of the statutory requirements is a written acknowledgment, within 30 days, of the conditions under which a retiree is returning to work.
- **Relying on others' understanding rather than contacting ASRS directly.** The ASRS puts a great deal of effort into understanding and following state statutes and rules. Please review all the information on the ASRS website for a more detailed explanation. If you still have questions, contact us.

Alternate Contribution Rate

Legislation passed in the 50th Legislature-First Regular Session under Senate Bill 1609 authorizes the ASRS to implement an Alternate Contribution Rate for retirees who return to work. The rate will be charged to and paid by the employer, not the retiree.

The purpose of the legislation is to mitigate the potential actuarial impact that retired members who return to work might have on the Trust Fund.

The Alternate Contribution Rate will be effective July 1, 2012. Please see the Alternate Contribution Rate fact sheet for additional details.

HUMBOLDT UNIFIED SCHOOL DISTRICT #22

RETIREE RE-EMPLOYMENT PROGRAM: 2012-13

In an effort to attract and retain highly qualified and experienced employees and, at the same time, reduce employer costs, the District has initiated a staff retirement incentive program for those teachers, administrators, and classified employees who have met the requirements for ASRS normal retirement. The provisions of the staff retirement incentive program allow the employee to retire, retain the ASRS retirement income, and return to the District full-time at a lower salary under a contract with Educational Services, Inc., without placing their ASRS retirement in jeopardy.

Program Criteria for First Year Participants

Current employees, along with those recently retired from other districts, desiring to join the program for the first year following retirement must meet the following criteria:

- Employee must qualify for ASRS retirement, retire, and be receiving benefits.
- Employee must have the recommendation of the employee's principal/immediate supervisor and the approval of the Superintendent OR must have three (3) recommendations, including ones from their former principal/supervisor, the recommendation of the recommending principal/immediate supervisor and the approval of the Superintendent.

Employee Contract Provisions for First Year of Post-Retirement "Contracted" Employment

The employee agrees to the following contract terms:

- For retiring HUSD employees, continue in the same position and assume the same responsibilities as the job category requires or serve in another position determined by the District.
- Services to be provided to the District will be delivered under a contract held by a contractor selected by the District (Educational Services, Inc.).
- Provision of the contract provides for a wage equal to 82% of the employee's post-retirement placement on the first step of the District salary schedule, with employees receiving full credit for education.
- Provision of the contract provides for the District or the employee to terminate the contract with a 30 day written notice.
- District will not pay the cost of insurance coverage. Employees may be eligible to purchase insurance coverage under COBRA or may be eligible for insurance benefits through their retirement system or for pay through a former employer.
- Following last year of employment prior to retirement and post-retirement re-employment, any sellable accumulated sick leave must be sold back to the District at time of retirement.
- ESI contracted employees are ineligible to take part in District 301 disbursements.
- By application to perform specific duties such as coaching, sponsor, etc. and if not in conflict with the ASRS guidelines, the District may hire and issue appropriate stipends for services to be rendered.
- Contract will be for the same number of days as other District employees working in the same category or classification.
- An allotment of paid leave days equal to one day per month of contract will be granted under this contract. However, for days taken over the allotment, a deduction of per diem pay will be made for each day based on the total days of contract. Leave days not taken will not be paid – "Use It or Lose It".
- If paid vacation was a part of the retiree's previous position, the same number of paid vacation days for a first year employee of that group will become an allotment under this contract. However, vacation days not taken will not be paid – "Use It or Lose It".

Revised 6/12/12



Educational Services, Inc.
Client Service Agreement

AGREEMENT FOR EMPLOYEE STAFFING SERVICES

This Agreement for Employee Staffing Services ("Agreement") is entered into in the State of Arizona this 1st day of July, 2012 ("Effective Date"), by and between Humboldt Unified School District #22 ("Client"), and Educational Services, Inc., an Arizona corporation ("Contractor").

RECITALS

- A. Contractor is a corporation in the business of providing employee-staffing services.
- B. Client is a Client within the State of Arizona that requires qualified staff, and administrators.
- C. Client desires to obtain employee staffing services ("Services") from Contractor and Contractor is willing to provide Services to Client upon the terms and conditions contained in this Agreement to provide for the allocation between Client and Contractor of responsibilities with respect to covered employees ("Workers" pursuant to Section 2 below), including hiring, discipline and dismissal responsibilities, and other responsibilities required by law and by this Agreement.
- D. The parties acknowledge and agree that Contractor is not a Professional Employer Organization as it does not provide Professional Employer Services as such terms are defined respectively in Arizona Revised Statutes ("A.R.S.") §§ 23-561(8) and (9) and consequently the provisions of A.R.S. §§ 23-561 through 23-576 are inapplicable to this Agreement.
- E. This Agreement shall not (1) offset, modify or amend any Federal, Arizona or local licensing, registration or certification required by the Client or for any Worker employed under this Agreement; (2) diminish, abolish or remove any rights of Workers against the Client or obligations of the Client to any Workers (e.g., retirement benefits, retiree health insurance, etc.), if any, that existed before the effective date of this Agreement; or (3) establish new or additional enforceable rights of a Worker against the Contractor or the Client that are not specifically allocated to the Contractor under this Agreement.

AGREEMENT

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

1. Relationship of the Parties

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

2. Worker

In this Agreement, the term "Worker" or "Workers" means an individual(s) (a) who is employed by the Contractor in Arizona to work in Arizona, (b) who pursuant to this Agreement is performing Services for Client, (c) who is listed on Contractor's roster of Workers delivered to Client, (d) who has completed Contractor's required enrollment forms, and, where applicable, is certified to be an administrator or licensed as required by law for the position in which employed by the Contractor, (e) who has entered into an employment agreement with Contractor, (f) who has provided all data required by Contractor for payroll processing and workers' compensation coverage, and (g) who has been entered onto Contractor's payroll system. The parties understand, agree, and acknowledge that no individual will be considered a "Worker" under this Agreement unless and until all of the conditions set forth in this section have been satisfied with respect to such individuals.

ESI will neither hire nor place into employment positions with the Client any employee who has not received all necessary endorsements for the position assigned.

Neglect or failure of an employee to carry out the Client's policies is sufficient cause for dismissal from employment with ESI and removal from association with the Client.

Employees who are placed with Client through ESI and who have responsibilities including control over personnel decisions shall not take reprisal against an employee because the employee reports in good faith information regarding immoral or unprofessional conduct.

ESI will maintain equal employment opportunity and anti-discrimination policies, including complaint procedures that address discrimination and/or harassment claims. ESI will strive to assign or place employees based on diversity.

3. Contractor Employment Agreements

Contractor has entered into employment agreements with Workers. A copy of a standard employment agreement is attached as Exhibit A, and fully executed employment agreements are available for review by Client at any time. Contractor shall be solely responsible for guaranteeing that a Worker performs in accordance with the Contractor's employment agreements.

4. Term of Agreement

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

5. Non-Appropriation Clause

This contract may be cancelled by Client if funding is not available due to budget constraints.

6. Termination

- a. Notwithstanding any other provision of this Agreement, Contractor or Client may terminate this Agreement with respect to any or all Workers at any time without cause upon the submission of at least thirty (30) days' written notice to the other party, or for non-appropriation at the end of Fiscal Year for lack of funds.
- b. Notwithstanding any other provision of this Agreement, Client may terminate this Agreement at any time with respect to any or all Workers by written notice to Contractor upon the occurrence of any of the following:
 - i. A material breach by Contractor or a Worker of any of Contractor's or Worker's obligations under this Agreement or under a Worker's contract of employment.
 - ii. If a Worker embezzles or misappropriates Client funds or property, defrauds Client, is convicted of a felony or of any crime involving moral turpitude, has his or her teaching certification or other licensing required for the position for which employed by Contractor revoked or suspended, commits an act or omission which constitutes a breach of the Worker's contract of employment, violation of the policies of the Client applicable to Client's own employees, unprofessional conduct or which adversely affects the reputation of Client.
 - iii. Death or permanent disability of a Worker occurring any time during the term of this Agreement, in which event this Agreement (as it relates to that employee) shall terminate as of his or her death or permanent disability.

- iv. If a Worker is unwilling, unable or fails to satisfactorily comply with Client rules, guidelines, policies, procedures and regulations. Termination of the Agreement under this provision shall not occur unless written notice of the alleged non-compliance is first given to Contractor and Contractor fails to cure the non-compliance within ten (10) days following receipt of such written notice. Notwithstanding this notice period, Client may at any time require that any Worker be immediately removed from any Client worksite or assignment. Furthermore, the Client will have complete discretion in deciding whether an employee is immediately terminated for violation of Client policy per subsection 5(b)(ii) or given ten (10) day notice and opportunity to cure the violation per this subsection.
- v. If it is later discovered that a Worker has made any material misrepresentations or has failed to provide any material representations in connection with the information provided to Contractor.

7. Scope of Services

The Contractor shall supply Workers and shall perform the following services and/or activities in fulfillment of its obligations under the terms of the Agreement. Specifically, but without limitation, the Contractor shall:

- a. Recruit, hire, train, evaluate, replace, supervise, discipline and terminate Workers.
- b. Maintain a recruiting and hiring program that is in compliance with federal and state laws, rules and regulations, equal opportunity and anti-discrimination policies applicable to, and restricting, the hiring and selection process, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans With Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA"), the Arizona Civil Rights Act ("ACRA") and the Arizona Employment Protection Act ("AEPA").
- c. Maintain a system of statewide personal background checks on all Workers provided to Client to include pre-screening, credentialing, licensure, personal history, qualifications, work history, references, statewide criminal background check, and fingerprinting, the results of which shall be made available to Client upon request to the extent permitted by law. Contractor shall ensure that all Workers possess all certifications, licenses and qualifications necessary to enable them to perform their assignments.
- d. Maintain a system of performance evaluation for each Worker provided to the Client.
- e. Maintain a program of supervision that enforces the policies and procedures of the Client and of the Contractor. In order to maintain the program, Contractor shall designate one or more on-site Contractor employees as the supervisor and/or Contractor contact that will be responsible for addressing and responding to Workers. The designated on-site supervisor and/or Contractor contact shall be trained by Contractor in regard to (i) applicable workers' compensation laws, (ii) applicable equal employment opportunity laws, regulations and policies, including reporting

procedures (iii) workplace violence prevention; including the detection of early warning signs of violence and the proper reporting of threats and acts of violence and (iv) the policies of the Client regarding its own employees which govern the conduct and performance of Workers under this Agreement. The supervisor and/or Contractor contact shall promptly notify Client of any human-resource-type issue raised by a Worker that may affect Client, such as threats of violence, harassment, discrimination or retaliation.

- f. Provide the Worker with information regarding his or her obligation to comply with all of Client's safety, drug/alcohol, work policies, anti-harassment, anti-discrimination, anti-retaliation and conduct policies. Contractor will establish a complaint and/or reporting procedure for violations of policies and instruct Workers on the use of the procedure. Contractor shall obtain written acknowledgement from the Worker that s/he has read, understood and agrees to abide by those policies and procedures.
- g. Provide annual harassment, discrimination, retaliation, abuse and neglect training for all Workers, or ensure Worker participates in similar training provided by the Client. Contractor shall maintain a record of all such training.
- h. Inform the Worker in writing that s/he is employed by Contractor and not employed by the Client.
- i. Inform the Worker in writing that job related illness/injury reports are to be made to the supervisor or Contractor contact and provide information on where and how reports are to be made to the Contractor contact.
- j. Provide the Worker with an Employee Handbook that will identify and explain Contractor's policies and procedures, as well as the policies and procedures of the Client that will be followed during the course of the Worker's employment with Contractor.
- k. Inform the Worker in writing that other than the liability indemnity protection specifically delineated in this Agreement the only salary, wages and benefits the Worker will receive will be from Contractor, and that the Worker is not entitled to any benefits from Client.
- l. Pay Workers in compliance with applicable wage and hour laws, including, but not limited to the Fair Labor Standards Act ("FLSA") and Arizona Labor Code. Contractor shall maintain complete and accurate records of all wages paid to a Worker assigned to provide services to Client. Contractor shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages, payroll-related and unemployment taxes attributable to wages paid to Workers assigned to provide services to Client. Hourly employees will not be allowed to accrue comp time and will be paid at overtime rate, 1 ½ times their regular hourly rate for any hours worked over 40 hours in a work week. The ESI work week runs from Sunday through Saturday.

- m. Be responsible for the quality, adequacy and safety of the services provided by Workers pursuant to this Agreement, and the acts, errors or omissions of Workers at all times.
- n. Be responsible for, and hold the Client harmless from, claims of Workers arising from any act, error or omission of Contractor allocated to Contractor or shared by Contractor and Client under this Agreement.
- o. The Contractor shall perform all other responsibilities with respect to Workers otherwise required of an employer and not assumed by Client pursuant to this Agreement.

8. Approval of Supplied Workers

Client has the right, but not the obligation, to pre-approve or decline to pre-approve, any employee hired by Contractor to fill a position for which the Client has contracted with the Contractor to provide a Worker. The Client has the right to reject any Worker prior to or at the time of placement or at any time thereafter. If the Client rejects a Worker at the time of initial placement or thereafter, Contractor agrees, upon Client's request, to use best efforts to provide in a timely manner a professionally and technically qualified replacement Worker. Client may recommend or decline to recommend that Contractor impose discipline upon any Worker, and Contractor may, in its own right, impose discipline, up to and including dismissal, upon any Worker.

9. Service Fees

Client will pay Contractor a service fee in accordance with the Fee Schedule, attached as Exhibit B. Contractor may adjust the service fee for statutory increases in payroll taxes and insurance, including but not limited to increases in FICA (OASDI/Medicare), federal or state unemployment taxes (but not for increases in income taxes of Contractor), workers' compensation premiums/experience modifier, as declared annually by the National Council on Compensation Insurance, Inc., and other insurance premiums (excluding increases in premiums for liability insurance carried by Contractor), or any changes in job functions or positions of Workers, and any such adjustments will be effective on the date of the increase or change. No up front payment required by members with signed purchase order. 45 days net pay. No late fees charged.

10. Workers' Compensation

- a. Except as otherwise provided in this Agreement, Contractor will be considered the "employer" of all Workers for the purposes of providing workers' compensation insurance within the meaning of A.R.S. § 23-901. Contractor shall provide workers' compensation and employer's liability insurance in accordance with the statutory requirement of the State of Arizona, including Employer's Liability insurance with limits of liability of not less than \$500,000 each accident and \$500,000 bodily injury or disease. The workers' compensation policy shall be endorsed to include the Alternate Employer Endorsement and shall include a waiver of subrogation in favor of Client from the workers' compensation insurer. Contractor shall, upon Client's request, upon termination of this Agreement, provide to Client records regarding the

loss experience for workers' compensation insurance provided to Workers pursuant to this Agreement.

- b. Client and Contractor understand, agree, and acknowledge that no individual will be covered by Contractor's workers' compensation insurance, or be issued a payroll check unless and until that individual has, prior to commencing work for the Client, satisfied the requirements and definition of a "Worker" under Section 2 of this Agreement.
- c. Client understands, agrees, and acknowledges that the workers' compensation insurance that Contractor will provide under this Agreement will only cover individuals who are listed on the Contractor's roster of Workers provided to the Client as set forth in Section 2 of this Agreement, and that such Contractor's workers' compensation insurance will not cover other individuals who might perform services for Client, whether as employees, independent contractors, or otherwise. The parties agree that a percentage of the service fee paid by Client shall be for payment of workers' compensation insurance premiums. Client agrees to provide workers' compensation insurance or maintain a program of approved self-insurance covering Client's own employees.

11. Client's Liability Insurance

Client will provide liability indemnity protection to the Workers performing Services under this Agreement to the extent that the Worker is providing services for the Client, and the Worker is acting within the course and scope of the authorization granted. The coverage provided will be made available to the Worker as an additional covered party under the terms of the District's participation agreement with the Arizona School Risk Retention Trust, Inc. (Trust). Coverage will be made available by the Trust to the Worker on the same terms and conditions as coverage is made available to employees of the Client. The Contractor shall be added as an additional covered party to the Trust coverage agreement, but only to the extent that the Contractor is vicariously liable for the acts of a Worker while the Worker is performing the services on behalf of the Client, but not for any actual or alleged wrongful act, error or omission of the Contractor in its own right (e.g., claims of negligent hiring, supervision or retention, employment discrimination, etc.). In no event, however, shall the provision of liability indemnity protection be construed as evidence that the relationship between the parties and Workers is other than specifically provided for and agreed to in this Agreement.

12. Contractor's Liability Insurance

Contractor shall maintain in full force and effect at all times during the term of this Agreement Commercial General Liability ("CGL") insurance with limits of liability of not less than one-million dollars (\$1,000,000) per occurrence, and if such Commercial General Liability insurance contains a general aggregate limit of liability, the limit of liability shall be at least two-million dollars (\$2,000,000). The CGL policy shall be written on an occurrence form and shall cover liability arising from the independent negligence or other wrongful act, error or omission of the Contractor and its employees that is not the direct consequence of the Services provided by Workers under the terms of this Agreement. The Client shall be added as an additional insured to the CGL policy,

but only to the extent that the covered liability-causing event is not related to the Services provided by Workers under the terms of this Agreement.

13. Administration

- a. All Workers assigned to fill positions with the Client are employees of Contractor. Contractor is thereby responsible for administrative employment matters such as payment of all federal, state and local employment taxes, providing workers' compensation insurance, as well as fringe benefit programs for its employees, including those employees who are Workers under the terms of this Agreement. Contractor agrees to pay and hold harmless Client from any and all taxes, assessments or governmental charges in connection with all or any of the Services provided under the terms of this Agreement.
- b. Client will immediately forward to Contractor any garnishment orders, involuntary deduction orders, notices of IRS liens, and other forms of legal process received by Client affecting payment of wages to Workers and will cooperate with Contractor in responding thereto.
- c. Workers will receive wages solely through Contractor. It is a material breach of this Agreement for Client to pay any Worker in cash or by any other means for any Services rendered. Any individual whom a District pays directly for any Services rendered will not be considered a Worker under this Agreement as to the Services for which the Client provides payment.
- d. Contractor shall warrant compliance with all federal immigration laws and regulations that relate to Workers and that it has verified employment eligibility of each Worker through the e-verify program. Contractor shall acknowledge that a breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of the Agreement.
- e. Contractor further acknowledges that Client retains the legal right to inspect the papers of any Worker of Contractor who works under this Agreement to ensure compliance by Contractor. Contractor shall facilitate this right by notice to Workers and their supervisors.

14. Safe Work Environment

- a. Contractor and its Workers will comply with all health and safety laws, regulations, ordinances, directives, and rules imposed by controlling federal, state, or local governments, and will immediately report all work related accidents involving the Worker within 24 hours to Client.
- b. Contractor will provide or ensure that all Workers use personal protective equipment as required by federal, state, local law, regulations, ordinance, directive, or rule.
- c. Contractor or its workers' compensation carrier has the right to inspect the Client's premises and operation, but is not obligated to conduct any inspections. Contractor reserves the right to audit safety activities. Contractor or its insurers may give reports

to Client on the conditions found at Client's worksites. Client will supply documentation related to safety activities as prescribed by law (e.g., safety meeting, training, maintaining OSHA log). Neither the Contractor's insurer nor Contractor warrants the result of the inspections or the absence thereof, or that the operations or premises are in compliance with any laws, regulations, codes, or standards.

15. Supervision

- a. Contractor will provide direction, supervision, training and control of each Worker in the performance of the Services. The Client will provide only daily monitoring of the Workers and will report to Contractor. Contractor shall designate at least one (1) on-site supervisor from among the Workers assigned to complete the Services. This on-site supervisor shall direct the operational and administrative matters relating to the Services, and shall be under the direct supervision of the Contractor. If Contractor fails to designate an on-site supervisor, Workers assigned to perform Services for the Client shall remain responsible to the Contractor or designee.
- b. Contractor shall determine the procedures to be followed by Workers regarding the time and performance of the Workers' job functions and duties, and these will coincide with Client requirements regarding time and performance of same. Client agrees to cooperate with Contractor in the formation of such policies and procedures and permit Contractor to implement its policies and procedures relating to the Workers.
- c. Client shall make all non-routine directives through the Contractor's on-site supervisor, or if an on-site supervisor is not provided, then through the Contractor or designee.
- d. Contractor shall have no authority to bind the Client to any contract, promise, statement, or representation or incur any other liability unless specifically authorized in writing by the Client. Should Contractor incur costs or expense on behalf of the Client without the specific authorization of the Client, the Contractor shall pay such cost or expense and shall hold harmless the Client from any and all claims assessments or charges in connection with such unauthorized costs or expenses.
- e. Contractor shall not be liable to the Client for any costs or expense incurred by the Contractor with the specific written authorization of the Client. Should Contractor incur costs on behalf of the Client and claims or assessments be incurred by the Client as a result, Client shall pay such cost or expense and shall hold harmless the Contractor from any and all claims, assessments or charges in connection with such authorized costs or expenses.

16. Indemnification

Contractor expressly and unequivocally agrees to defend and indemnify Client and its governing board members, officers, directors, employees, insurers, indemnitors, and agents for and hold them harmless from all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, attorney's fees, including injuries to Contractor's employees (including Workers) ("Claims"), arising from, connected with, relating to, or

resulting from this Agreement and/or Contractor's or Worker's performance of Services under this Agreement, including without limitation all claims arising from, connected with, relating to, or resulting from any actual or claimed negligent acts or omissions of Contractor or its officers, directors, shareholders, employees, and agents, provided that this indemnification agreement shall only be applicable to the extent that Claims are not covered under the terms and conditions of the coverage provided to the Contractor and the Worker by the Arizona School Risk Retention Trust, Inc., and that such Claims are not the sole result of any act, error or omission of the Client.

17. Adjudication of Agreement

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

18. Modification or Waiver of Agreement

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

19. Notices

All notices or other communication required or permitted under this Agreement shall be in writing and shall be made by hand delivery or overnight courier, or prepaid first class certified mail addressed as follows:

Contractor: PO Box 235 Cottonwood, AZ 86326

Client: 6411 North Robert Road, Prescott Valley AZ 86314

20. No Rule of Strict Construction

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

21. Headings

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

22. Counterparts

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

23. Choice of Forum

The parties agree that the proper and exclusive forum for any action or arbitration arising out of or relating to this Agreement is the county in which Client is located or Maricopa County, Arizona, at the Client's sole election, and that any such action or arbitration will be brought only in that county. The parties consent to the exercise of personal jurisdiction in any such action or arbitration by the courts or arbitrators of that county. This shall not be construed as a waiver for a jury trial.

24. Arbitration

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

25. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to the conflict of law provisions thereof.

26. Validity

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

27. Cancellation for Conflict of Interest

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

28. Mandatory Sudan and Iran Provision

Pursuant to Arizona Revised Statutes § 35-397, the Contractor certifies that it does not have a scrutinized business operation in either Sudan or Iran.

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

DATED this _____ day of _____, 20__

Humboldt Unified School District #22

By: _____

Its: _____

DATED this 1st day of July, 2012

Educational Services Inc.

By: Shirley Thompson

Its: President



Educational Services Incorporated

PO Box 235

Cottonwood, AZ 86326

928-634-7639 Fax 928-634-5639

Subscriber Service Agreement

SAMPLE Exhibit A

Client: **Humboldt Unified School District #22**

We are pleased to honor your request for the position of **Position Title**. **Employee's Name** is being recommended for this position. Please review the information below and return a signed original copy to ESI. Upon receipt of approved purchase order from MESC, Employee's Name will be assigned to this position.

Length of Contract: 2012-2013 SY

Starting and Ending Dates: Starting Date to Ending Date: # days

Benefits: Days per year sick leave; Days per year vacation leave.

Special Requirements: _____

A. Employee Gross Wages

B. Direct Payroll Costs and Insurance*

Fica & Medicare	7.65%	\$	-
AZ Unemployment	1.83% of first \$7000.00 per calendar yr.	\$	-
Federal Unemployment	0.80% of first \$7000.00 per calendar yr.	\$	-
Worker's Comp.	0.51%	\$	-

C. Employee Benefit Charge

D. Special Requirements by Subscriber

E. Management Fee 1.0000% of Employee Gross Wages

Total Service Fee \$ -

A. Employee Gross Wages: Gross wages including commissions, bonus and overtime.

B. Direct Payroll Costs and Insurance: Includes social security, unemployment, comprehensive liability, workers' compensation, etc.

C. Employee Benefit Plan: As listed above.

D. Special Requirements by Subscriber.

E. Management Fee: Equals Mohave Price (including Admin Fee).

*Comprehensive liability and workers' compensation rates subject to change during contract period. Billing is one month in advance.

Accepted by: **Humboldt Unified School District #22**

By: Sample Exhibit Date: _____

Title: _____

Accepted by: Educational Services, Inc.

Phil Tavasci

By: _____ Date: _____

President

Title: _____

EXHIBIT B

COMPENSATION AGREEMENT

The undersigned agrees to perform the services each period described in the Client Service Agreement between Educational Services Incorporated and Humboldt Unified School District #22 for a total administration fee as shown below and in accordance with Mohave contract No. 12E-ESI-0517:

JULY 1, 2012 TO JUNE 30, 2013

Employee's first year = 1.00% of gross wages
Employee's second year = 1.00% of gross wages
Employee's third + years = 1.00% of gross wages

AGENCY NAME: Educational Services, Inc.

PO Box 235

Cottonwood, AZ 86326

Phil Tansel
Signed By

President
Title

March 8, 2012
Date

(928) 634-7639 (928) 634-5639
Telephone Fax

EXHIBIT C

ESI employees are required to follow the Client Calendar and adhere to Client Policies with the same standards of conduct as regular employees. Daily activities are closely monitored by the Client's supervisor. If the supervisor has any concerns with the performance of one of our employees or their conduct we wish to be notified immediately so that we can, in collaboration with the Client, take any necessary action. Since we are the employer of record it is important that we are accountable for and responsive to any ESI employee concerns.

Please notify supervisors that monitor ESI employees so that they, too, understand the relationship and accountability of ESI employees to the District. Employee behaviors detrimental to the workplace will not be tolerated and immediate action for removal will be instigated by placing the employee on administrative leave until an investigation has been completed and a collaborative decision made by the Client and ESI.

If there are any complaints of sexual harassment or discrimination based on sex, race, color, national origin, religion, age, or disability report it immediately to Dr. John Tavaschi at 877-303-7639.

Thank you for collaborative participation in this venture with E.S.I.

CONSENT
Item 8N.

YCESA Speech
Contract Renewal

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board

Item # *BN*

FROM: Dr. Kay B. Turner, Special Services Director

Reading

DATE: June 12, 2012

Discuss

SUBJECT: Approval of Yavapai County Education Service Agency to provide one Speech
Language Pathologist for HUSD

Action

✓

OBJECTIVE: Goal #3 Plan for Future Growth

SUPPORTING DATA:

Going into the 2012/2011 school year we have 4.4 open speech positions that at this time must be filled with vendors. This past March, we committed once again to 1.0 speech position for the 2012/2013 school year through the Yavapai County Educational Service Agency.

They have found us someone. Attached is the agreement for a 1.0 FTE speech therapist for the 2012/2013 school year.

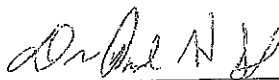
The attached agreement needs Board members signatures.

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board:

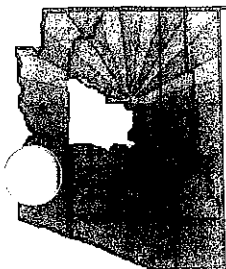
Move to approve the agreement with Yavapai County Education Service Agency for one Speech Language Pathologist.

Approved for transmittal to the Governing Board:



Dr. Paul Stanton, Superintendent

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



YAVAPAI COUNTY EDUCATION SERVICE AGENCY
PRESCOTT VALLEY OFFICE

The "First Choice" for Responsive Educational Services

Mike Saint-Amour
Director
P.O. Box 26326
Prescott Valley, AZ 86312
Phone 928-771-3544
Fax 928-771-3549
Email: mike.saint-amour@co.yavapai.az.us

May 3, 2012

Mr. Paul Stanton, Supt.
Humboldt Unified S.D. #22
6411 N. Robert Road
Prescott Valley, AZ 86314

Dear Mr. Stanton:

Enclosed, please find a Contract Agreement between your school district and the Yavapai County Education Service Agency for the educational services provided by this office.

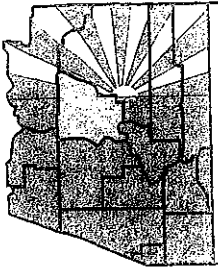
Your assessment for FY 2012-13 is \$88,755.00.

Please have your governing board sign the enclosed Contract Agreement for educational services, and return the signed agreement to the Prescott Valley office no later than June 30, 2012.

Please call me should you have any questions.

Sincerely,

Mike Saint-Amour
Director, Support Services



YAVAPAI COUNTY EDUCATION SERVICE AGENCY

Providing Service for Quality Education

Tim Carter
County School Superintendent
1015 Fair Street, Suite 324
Prescott, AZ 86305-1852
Phone 928-771-3326
Fax 928-771-3329
Email: tim.carter@cc.yavapai.az.us

CONTRACT AGREEMENT Humboldt Unified S.D. #22 FY 2012-13

May 3, 2012

This agreement, which provides for educational services, is made between the Yavapai County Education Service Agency Superintendent and the Governing Board of Humboldt Unified S.D. #22. The aforementioned school district agrees to purchase the following educational services from the Yavapai County Education Service Agency for fiscal year 2012-13:

- Speech - 183 days

The assessment amount for the above services is \$88,755.00.

Tim Carter
Yavapai County Education Service Agency Superintendent

Board President

Board Member

Board Member

Board Member

Board Member

*Prescott Valley Office
Post Office Box 26326, Prescott Valley, AZ 86312
Phone: 928-771-3544 Fax: 928-771-3549*

CONSENT
Item 80.

ASCEND
Contract Renewal

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board
FROM: Dr. Kay B. Turner, Special Services Director
DATE: June 12, 2012
SUBJECT: Contract renewal with Private Day School/Ascend

Item # 80

Reading

Discuss

Action

Consent X

OBJECTIVE: Goal #1 Raise the level of Student Achievement
#2 Focus on Planning for Future Student Needs

SUPPORTING DATA:

In the 2012-2013 school year we will have two students who are tuitioned to ASCEND (Autism Spectrum Center for Education and Neurological Development) per their IEPs

This agreement continues our contract with ASCEND for the 2012-2013 school year.

SUMMARY & RECOMMENDATION:

Sample motion:

It is recommended that the Governing Board move to approve *the contract agreement with ASCEND for the 2012-2013 school year.*

Approved for transmittal to the Governing Board:



Dr. Paul H. Stanton, Superintendent

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



Autism Spectrum Center for Educational and Neurological Development
6741 Corsair Ave. Prescott, AZ 86301
PO Box 300 Kirkland, AZ 86332
(928) 443-9290
(928) 277-4806

Contract Agreement for 2012-2013 School Year

ASCEND, an ADE private approved day school agrees to provide alternative educational services for _____ as outlined in the current IEP for the 2012-2013 school year.

Tuition is to be paid per the cost form (addendum #1).

ASCEND will provide any necessary certifications and insurance as requested in writing from the district.

District will be responsible for maintaining all individual education plans for the student listed above. ASCEND will cooperate in all IEP meetings, and evaluations as needed. ASCEND will provide the district with current IEP goals and quarterly progress reports. The district will provide ASCEND with a complete copy of the current IEP upon completion.

Services will strictly be provided as outlined in the IEP. ASCEND may call for additional IEP meetings if changes or additions need to be made to the IEP to ensure student progress.

ASCEND will provide the district with student's attendance on a monthly basis. Please be aware the district is responsible for the entire yearly tuition amount. If a student leaves ASCEND, the district will only be responsible for tuition up to the withdraw date.



Cost Form (Addendum #1)

Districts may receive a 5% credit if invoice is paid in full by July 1, 2012

ASCEND tuition for 2012-2013

Tuition for the 2012-2013 school year (calendar attached Addendum #2)

2:1 staff to student ratio \$41,275.00 annual

1:1 staff to student ratio \$29,123.25 annual

1:2 staff to student ratio \$24,642.75 annual

1:4 staff to student ratio \$12,500.00 annual

The tuition for 2012-2013 reflects a 3% cost of living increase from 2011-2012. This is the first increase in four years. Tuitions are estimated to increase 3% per year after the 2012-2013 year.

Payments are due and payable on the first (1st) of each month from Sept. 1-June 1 in 10 equal disbursements.

Tuition is an annual tuition. Absences will be reported to the school district once per month by the 15th of the following month, but will not be deducted from the annual tuition.

Tuition includes instruction by an AZ certified special education teacher with experience in autism and ABA.

Tuition includes a paraprofessional on a 1:1, 1:2, 1:4 or 2:1 ratio daily, as specified in the student's IEP.

Tuition includes up to 1 hour weekly of both speech therapy and occupational therapy, as specified in the child's IEP. These services may be delivered by an SLP, SLPA, an OT, or a COTA as available through ASCEND. SLPAs and COTAs will receive all necessary supervision as per their state certifications. Some students may be receiving compensatory services due to the lapse at the end of 2011-2012.

Additional related services will be charged at the current subcontractor rates of:

\$75.00 occupational therapy

\$75.00 speech therapy

\$90.00 behavioral consultant

Additional therapies will only be provided as required by the current IEP. Any other services not listed above are the sole responsibility of the placing district.

ASCEND Representative

Date

District Representative

Date

CONSENT
Item 8P.

DES/RSA (YTP)
IGA Renewal

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 88
FROM: Dr. Kay Turner, Director of Special Services Reading
DATE: June 12, 2012 Discuss X
SUBJECT: Approval of Inter-Governmental Agreement with Rehabilitation Services Administration for our High School YTP program Action X

OBJECTIVE: Goal #1 Raise the level of Student Achievement

SUPPORTING DATA:

This is a routine approval of our agreement with the Rehabilitation Services Administration for our Transition from School to Work (TSW) program for special needs students at Bradshaw Mountain High School. We are still allowed to call it our YTP (Youth Transition Program) locally; however, RSA has changed the name on all documents to TSW and I will use TSW in the remainder of this Board request.

While we approved a six year agreement one year ago, Arizona RSA had a visit from Washington a year ago this spring. There was a problem with many of the TSW programs having students earn income with student-run businesses, but the Districts were not deducting that income from their requests for reimbursement for the expenses incurred by their local TSW. The feds said that RSA must rewrite all of their IGAs to include a provision for deducting student earned income from their total allocations from Rehab Services.

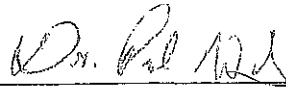
Fortunately, Bradshaw's program did not have any student-run businesses and thus no student-earned income. However, like the other 19 YTPs in the state, Humboldt must also redo their agreement. This program is unique and invaluable to many of our special needs students and I recommend we continue with this agreement (attached).

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board:

Move to approve the continuing inter-governmental agreement with the Rehabilitation Services Administration for the Youth Transition Program (TSW) at Bradshaw Mountain High School.

Approved for transmittal to the Governing Board:


Dr. Paul H. Stanton Superintendent

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

Attachment 1									
Transition from School to Work									
BUDGET									
School District:		Humboldt Unified School District #22							
Budget Period:		2012-2013							
Contract Number:									
1. PERSONNEL EXPENSES									
1.1 Salaries and Wages				Basis	Bdgt				
				No.	No.	BASE TSW	TSW %	TSW	
	Position Title	Annual Salary	Mnths	Mnths		SALARY	of Time	COST	
1.1a	Teacher/Coordinator	\$55,718.16	12	12		\$55,718.16	100.00%	\$55,718.16	
1.1b	Teacher/Coordinator								
1.1c	Transition Specialist #1	\$21,464.64	12	12		\$21,464.64	100.00%	\$21,464.64	
1.1d	Transition Specialist #2	\$21,464.64	12	12		\$21,464.64	100.00%	\$21,464.64	
1.1e	Transition Specialist #3								
1.1f	Transition Specialist #4								
TOTAL SALARY						\$98,647		\$98,647	
1.2 EMPLOYEE RELATED EXPENSES (ERE)									
	ITEM	TSW Cost				Fixed		TSW	
				ERE Rate:				COST	
1.2a	ERE, Teacher/Coordinator	\$55,718	19.29%					\$10,748	
1.2b	ERE, Teacher/Coordinator		0.00%						
1.2c	ERE, Transition Spec 1	\$21,465	19.29%					\$4,141	
1.2d	ERE, Transition Spec 2	\$21,465	19.29%					\$4,141	
1.2e	ERE, Transition Spec 3		0.00%						
1.2f	ERE, Transition Spec 4		0.00%						
		Amt / Employee		No Empl		Ttl Other ERE			
2g	Other ERE Benefits	\$6,113		3		\$18,339		\$18,339	
TOTAL ERE								\$37,368	
2. OTHER EXPENSES									
	ITEM		BASIS					TSW	
								COST	
2.1	Materials/Supplies							\$1,000	
2.2	Local Travel								
2.3	Training							\$1,000	
2.4	Other Expenses (itemize or attach list)								
TOTAL OTHER EXPENSES								\$2,000	
3. CAPITAL EQUIPMENT EXPENSES									
	Capital Equipment							TSW	
								COST	
TOTAL CAPITAL EQUIPMENT								\$0	
TOTAL BUDGET (1 + 2 + 3)								\$138,016	
FUNDING CONTRIBUTION			42.60%	PERCENT OF TOTAL BUDGET				\$58,795	

INTERGOVERNMENTAL AGREEMENT

Contract between the Arizona Department of Economic Security ("ADES" or "Department") and Name of School District (the "Contractor").

WHEREAS, ADES is duly authorized to execute and administer contracts under A.R.S. § 41-1954 and

WHEREAS, the Contractor is duly authorized to execute and administer contracts under A.R.S. §15-342, and

WHEREAS, ADES and the Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

THEREFORE, ADES and Contractor agree to abide by all the terms and conditions set forth in this Contract.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA
DEPARTMENT OF ECONOMIC SECURITY

FOR AND ON BEHALF OF Name of School
District

Procurement Officer Signature

Signature

Cathie G. Rodman

Printed Name

Printed Name

Procurement Manager
Title

Title

Date

Date

ADES Contract Number

IN ACCORDANCE WITH A.R.S. §11-952 THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: Assistant Attorney General

By: Public Legal Counsel

Date

Date

Revised 4/3/2012

TRANSITION FROM SCHOOL TO WORK SERVICES

1.0 ADES VISION AND MISSION STATEMENTS

1.1 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.

1.2 ADES Mission: ADES promotes the safety, well being, and self- sufficiency of children, adults, and families.

1.3 Rehabilitation Service Administration (RSA) Mission: RSA will partner with eligible individuals who have disabilities to achieve employment and enhanced independence by offering comprehensive services and supports.

2.0 PARTIES

2.1 This Intergovernmental Agreement (IGA) is between the ADES and the (Name of School District), for and on behalf of those high schools and public charter schools within the school district who will provide Transition from School to Work (TSW) services under this Agreement ("participating high schools").

2.2 ADES/RSA is the administration within the Department of Economic Security that provides Vocational Rehabilitation (VR) services to individuals with disabilities in preparing for and engaging in gainful employment. In accordance with Rehabilitation Act of 1973, as amended and its implementing regulations set forth in 34 CFR § 361, ADES/RSA is a recipient of a Title I grant from the federal Rehabilitation Services Administration to carry out the provisions of the Vocational Rehabilitation program. The Act, specifically 34 CFR § 361.22, requires ADES/RSA to coordinate with education officials responsible for the public education of students with disabilities to provide technical assistance and consultation for IEP transition planning and outreach to and identification of students with disabilities who are in need of transition services.

2.3 This Agreement is a third party cooperative arrangement as defined by 34 CFR § 361.28 for the purpose of facilitating seamless transition of students with disabilities ["Student(s)"] from high school to the world of work in order to maximize their employability and integration into the workforce and community.

2.4 This Agreement will be administered in accordance with requirements set forth by 34 CFR § 361.28, and 34 CFR Part 80, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

2.4 Authority

2.4.1 Both Parties are mandated to provide transition services as follows:

2.4.1.1 ADES/RSA is mandated to provide transition services under the Rehabilitation Act of 1973, as amended, and its implementing regulations.

2.4.1.2 The Contractor on behalf of the participating high schools is mandated under the Individuals with Disabilities Education Act (IDEA).

3.0 TERMS OF AGREEMENT

3.1 Term

The term of this Agreement shall have an effective date of _____ and shall end on _____ unless otherwise agreed upon by both Parties in writing.

3.2 Extension

This Agreement may be extended through a written amendment by mutual agreement of the Parties.

3.3 Termination

3.3.1 This Agreement may be terminated by mutual agreement of the Parties at any time during the term of this Agreement.

3.3.2 Each party shall have the right to terminate this Agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

4.0 AMENDMENTS OR MODIFICATIONS

4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the Agreement, unless done in writing and signed by the authorized representative of the respective Parties.

4.2 EXCEPTIONS

Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

1. Change of telephone number.
2. Change in authorized signatory.
3. Change in the name and/or address of the person to whom notices are to be sent.

5.0 DEFINITIONS. See Exhibit 1.

6.0 PURPOSE OF AGREEMENT

6.1 The purposes of this Agreement are to:

6.1.1 Serve as a framework for bringing together the resources of two systems in order to facilitate seamless transition of mutual Clients from high school to the world of work in order to maximize their employability and integration into the workforce and community.

6.1.2 Provide enhanced and structured transition services through coordination, cooperation and collaboration efforts of both Parties and inclusion of other pertinent stakeholders from the community.

6.1.3 Identify the procedures for coordination of services, financial responsibilities, and interagency dispute resolution.

6.2 Goals of Agreement

6.2.1 The goals of this Agreement are to:

1. Develop and implement procedures for outreach and early identification of students with disabilities and inform them about services available under this Agreement.
2. Develop, establish, and coordinate new transition services and expand and/or modify the existing services to accommodate the needs of individuals with disabilities necessary for the achievement of the objectives stated in each Student's Individualized Education Program (IEP) and Individualized Plan for Employment (IPE).
3. Ensure effective service provision through ongoing information sharing and joint analysis of progress, results and client satisfaction between the Parties.
4. Ensure continuous improvement in the quality and timeliness of services delivered by:
 - a. Evaluating service gaps, identifying and developing innovative programs and/or services;
 - b. Streamlining processes;
 - c. Analyzing the quality of employment outcomes.

7.0 MANNER OF FINANCING

7.1 Both Parties agree to fund the service provision under this Agreement as follows:

7.1.1 The Contractor shall transfer to ADES/ RSA, in non-federal dollars, forty-two and six tenths percent (42.6 %) of the total estimated cost stated in the Budget (Attachment 1). This amount represents the Contractor's funding contribution for the service provision under this Agreement.

7.1.2 ADES/RSA will use these funds to generate Federal Basic Support grant dollars for the purpose of funding:

1. ADES/RSA personnel and other costs for the provision of VR program and fulfillment of its responsibilities under this Agreement.
2. The Contractor's personnel and other costs associated with the provision of services as stated in the Budget and Service Methodology (Attachment 2). The Contractor's Budget shall include only allowable costs associated with each enhanced service program provided by the Contractor per 2 CFR Part 225 (known as OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments.

7.2 The Contractor's Service Methodology and Budget shall be mutually agreed upon by both Parties. Any modifications to these documents shall be:

1. Consistent with the goals of this Agreement, and
 2. Reviewed and approved by the ADES/RSA and included as an amendment to this Agreement.
- An amendment is not necessary whenever there is an increase of less than 10% in any budget

category, if the increase is offset by an equal value decrease in another budget category or categories.

8.0 SERVICE DESCRIPTION

8.1 Services under this Agreement include:

8.1.1 Enhanced TSW services provided by the participating high schools which are structured and goal oriented vocational-educational services. The services will assist the Students in developing work readiness skills, selecting their vocational goals, and preparing them for successful transition from school to work; and

8.1.2 VR services provided by ADES/RSA to assist the Students in obtaining and maintaining successful employment.

8.2 TSW services under this Agreement shall be provided to individuals who are:

8.2.1 Enrolled in any of the participating high schools under this Agreement and identified by the school as having a disability. This includes individuals with disabilities who are enrolled in Special Education programs and those identified as having disability under Section 504 of the Rehabilitation Act (i.e. have a disability, but do not require placement into Special Education classes), and

8.2.2 Applicants for, or recipients of, services from ADES/RSA.

8.3 Eligibility determination for the VR program will be made solely by ADES/RSA.

8.3.1 ADES/RSA has an established order of selection, as defined by the Rehabilitation Act of 1973, as amended and its implementing regulations (34 CFR § 361.36 Ability to serve all eligible individuals; order of selection for services), to prioritize VR service provisions for individuals with most significant disabilities. Changes in serving priority categories under the ADES/RSA order of selection may impact the availability of VR services to the Students served under this Agreement.

8.3.2 In the event that a priority category must be closed, ADES/RSA will notify the Contractor in writing thirty (30) days prior to implementing any change to the ADES/RSA's order of selection.

8.4 TSW Service Outcomes

8.4.1 The outcome of the service provision under this Agreement is for the Students to develop basic knowledge in the learning objectives intended to lead toward successful employment and integration into the community through direct job placement or post-secondary education or vocational training. Each Student is expected to acquire this knowledge in the following areas based on the number of years the Student participates in TSW services:

1. First year of Participation: Assessments (interest inventories, learning styles, aptitudes, strengths), disability awareness and personal accommodations, self-determination skills, career exploration;
2. Second Year of Participation: Continue disability awareness and self-determination skill building, continue career exploration, identify career goal and complete labor market research, begin job readiness skill development;
3. Third Year of Participation: Identify post-secondary education/training opportunities (training and funding options, career tracks); continue job readiness skill development (resume/cover letter development, mock interviewing, and job applications);
4. Fourth Year of Participation: Apply to training institutions, apply for scholarships and Pell Grant, obtain accommodations, job search (paid employment or community service);
5. Develop a portfolio to record the skill building process with an end goal of self-actualization and successful career planning. The content of the portfolio will meet individual student needs within the following structure:
 - a. Part 1: Self-Awareness (Orientation and Adjustment to Disability) content examples; student's IEP, assessment results, abilities, interests, and independent living skills addressed; transportation, behavior management strategy/plan, extra-curricular activities, TSW Service Plan, orientation and mobility training if applicable;
 - b. Part 2: Career Exploration content examples; career path research, informational interview reports, financial planning, student's IPE;
 - c. Part 3: Job Readiness content examples; Job Applications, information regarding post-secondary school choices, Free Application For Federal Student Aid (FAFSA) and other financial aid information, resume, interview skills, IPE amendments (if applicable);
 - d. Part 4: Work Experience content examples; campus and/or community work experience, career planning, issue resolution, job shadowing, volunteer experiences, IPE amendments (if applicable);

- e. Part 5: Post High School Plan content examples; Contact information for VR counselor, Community Career Center and Disability Support Services, Supported Education at Post Secondary School (if applicable).

9.0 RESPONSIBILITIES

9.1 Joint Responsibilities. ADES/RSA and the Contractor agree to ensure streamlined transition services through service coordination and ongoing communication of the personnel involved in the service provision as follows:

9.1.1 The Contractor shall contribute to the service coordination by:

- a. Conducting a review of all potential VR-TSW referrals by the Contractor's and ADES/RSA TSW personnel before submitting the referral packet to the VR Supervisor or designee (any student may refer themselves for VR services at a VR office);
- b. Providing information about community resources and general VR services to students deemed inappropriate for TSW services by the TSW personnel;
- c. Providing ADES/RSA with a list of students with disabilities at the beginning of each school year;
- d. Notifying the designated VR Counselors of IEP Team meetings;
- e. Providing adequate space, in a confidential setting (see Definitions), for the designated VR counselor(s) when serving the mutual clients at school;
- f. Providing the designated VR Counselors with all relevant client data available at the time of referral or any time subsequent to the referral for determining VR eligibility, planning of VR services, development of a client's IPE and implementation/completion of the IPE. This may include:
 - i. Signed parental Release of Information form,
 - ii. Student's photo ID, copy of birth certificate and social security card (if available),
 - iii. Student's disability related records necessary for VR eligibility determination,
 - iv. The student's current IEP and any significant supplemental information such as academic achievements, career interest tests, and/or previous career exploration activities.
- g. Providing the VR Counselor(s) with a calendar of important events relevant to the service provision under this Agreement, such as Teacher In Service Day, Parent/Teacher Organization Meetings, College Fairs, IEP Team meetings, etc.

9.1.2 ADES/RSA will contribute to the service coordination by:

- a. Providing ongoing outreach activities to inform students with disabilities and their families about the VR program and to facilitate students' access to VR services. These services may include, but are not limited, to:
 - i. Providing VR brochures and letters for students and their parents/legal guardians;
 - ii. Scheduling individual informational meetings with students and their parents/legal guardians;
 - iii. Scheduling group orientation and intake sessions at the participating high school(s);
 - iv. Conducting presentations of the VR program and services to the school staff.
- b. Providing technical assistance to school personnel regarding transition planning.

9.1.3 The Parties will coordinate services with other state agencies identified in the Student's IEP and/or IPE.

9.1.4 Each party will ensure that its personnel who provide direct client services attend training programs relevant to transition from school to work provided by ADES/RSA, the Contractor, or the Arizona Department of Education at a minimum to attend the State Transition Conference.

9.2 The Contractor shall:

Provide TSW services as follows:

9.2.1 Develop, establish, and manage new, and expand and/or modify the existing transition services. The services shall be structured and goal oriented to assist mutual clients in developing skills, interests, aptitudes, and attitudes necessary for selection of their vocational goals and successful transition from school to work. The services may include, but are not limited to:

1. Career awareness, career exploration and career preparation classes to help students identify their employment interests and aptitudes;
2. Development of skills essential to success in the workplace, such as goal setting, development of interpersonal relationships, money management, leisure/recreational options, and how to access advocacy, legal, and medical services;
3. Development of job-seeking skills to help students search job advertisements, write a resume and cover letter, call and talk to prospective employers, and complete mock interviews;
4. Creating work and school opportunities and providing up-to-date resources and hands-on experiences (e.g. employers and mentors are brought into the classroom to discuss job and career options, develop job leads, stage mock interviews, create job site visits and shadowing opportunities, job clubs, etc.).

- 9.2.2 Ensure that the services are:
1. In accordance with the Service Methodology (Attachment 2) submitted by each participating high school (as applicable);
 2. Accessible to the Students, who may have any physical or mental disabilities, to allow their full inclusion in the TSW services. This may include:
 - a. Specific modifications to facilitate a student's access to resources and material and full participation such as readers, interpreters; sound recording, large print/Braille materials, sound or light signals on equipment or in the classroom; task analysis, and other special services that provide information through tactile, vibratory, auditory and visual media, etc.
 - b. Provision of assistive technology aids and services as needed.
- 9.2.3 Develop a Student Service Plan (Exhibit 2) for each Student that is consistent with a student's IEP and IPE for the purpose of:
1. Assessing a student's vocational interests, abilities, and special needs with respect to successful transition and achievement of his/her transition goals;
 2. Identifying the service objectives to be achieved and appropriate courses/programs necessary for the achievement of those objectives.
- 9.2.4 Provide those services (including adaptation of curriculum, instruction, equipment, and facilities) that will assist the Student in achieving his/her service objectives identified in the Student Service Plan.
- 9.2.5 Monitor the student's progress or barriers in the achievement of the service objectives on a regular basis and communicate the student's progress through regular meetings with the student (student's parents/legal guardians) and the Student's VR Counselor.
- 9.2.6 Upon service completion, determine whether each Student has:
1. Achieved his/her objectives stated in the Student Service Plan; and
 2. Acquired skills necessary for the successful transition from school to work.
- 9.2.7 Hire qualified personnel to provide TSW services in accordance with Job Description (Exhibit 3) as follows:
1. Certified teachers (also known as a teacher coordinator) who will supervise and coordinate TSW service provision.
 2. Transition specialists who will provide TSW services in accordance with Job Description (Exhibit 2). Ensure that one (1) Transition Specialist FTE is assigned to a maximum of fifteen (15) VR students and it shall not exceed a 15:1 (VR Students: Transition Specialist) ratio.
- 9.2.8 Establish, maintain and retain case records for each Student who received services under this Agreement for a period of five (5) years after termination of the Agreement. The case records shall include Student Service Plan, IEP, any assessment reports, notes from meetings, time log of service provision, progress of the student until final disposition of the case, and Student Satisfaction Survey.
- 9.2.9 Notify ADES/RSA within ten (10) business days from when its personnel assigned to the service provision terminates employment or has their employment terminated.
- 9.2.10 Provide administrative oversight for the service provision by:
1. Ensuring that the funds generated under this Agreement are not used for mandated education and educational support services already available to all other students and/or required by law (e.g. regular transportation services available to any student);
 2. Documenting the TSW personnel activities to ensure the distribution of salaries, wages, and benefits is supported by personal activity reports and timesheets;
 3. Invoice only the amount of a Teacher/Coordinator's or a Transition Specialist's time spent in the provision of enhanced TSW services for the Students defined under this Agreement.
 3. Deducting program income on each invoice prior to drawing down additional VR basic support dollars in proportion with the percentage of VR dollars used for any cost on the TSW budget, in accordance with 34 CFR § 80.21(f)(1) and f(2); and 34 CFR § 80.25 g(1) and g(2).
 4. Providing supervision and guidance for TSW Coordinator and TSW Specialists.

- 9.3 ADES/RSA will:
- 9.3.1 Provide the following:

1. Ongoing outreach to inform students with disabilities and their families about the VR program/services and TSW services available under this Agreement;
2. Consultation and technical assistance to the participating high schools to assist in planning for the transition services;
3. Coordination of services with the participating high schools and participation in IEP Team meetings as needed;
4. Eligibility determination for the VR program and determination of a student's VR service needs.
5. Development of the student's IPE to assist the student in selecting a vocational goal consistent with the student's strengths, interests, and abilities and identifying specific VR services needed for the achievement of the desired employment outcome. The IPE services may include, but are not limited to:
 - a. Vocational counseling and guidance;
 - b. Specific job preparation through postsecondary education, vocational/occupational training and/or on-the-job training opportunities.
 - c. Individual job development and placement;
 - d. Supported employment services consistent with the student's individual needs; If successful employment is contingent on the availability of ongoing extended employment supports, a source for providing such supports must be identified at the time the IPE is developed;
 - e. Vocational support services as needed.
6. Assign specialized VR counselors and support staff for the service provision under this Agreement.
7. Not duplicate services mandated by IDEA that are to be provided by Public Education Agencies.
8. Provide administrative oversight for the service provision by:
 - a. Determining that all expenditures are an allowable cost from title CFR Part 225 and are justifiable, reasonable and necessary for the provision of the TSW program.
 - b. Verifying that all students that are in the TSW program are qualified VR applicants or VR recipients.
 - c. Providing technical assistance to Third Party Cooperative Agreement partners to assure compliance with all applicable Codes of Federal Regulations.
 - d. Providing supervision and guidance for the VR counselor from a designated VR Supervisor.

10.0

REPORTING REQUIREMENTS

10.1

The Contractor shall provide to ADES/ RSA the following reporting documents:

1. Contractor's Budget (Attachment 1), Service Methodology (Attachment 2), and the Annual Student Demographic Summary (Attachment 3) at least two months before the school start date to the designated ADES/RSA personnel for review and approval.
2. A Student Service Plan (Exhibit 2) for each Student to the assigned VR Counselor (s) quarterly no later than 15th day after the end of a calendar quarter.
3. An Invoice (Exhibit 4) along with a Quarterly and Activity Summary (Exhibit 5) report no later than the 15th calendar day after the end of the reporting period to the designated ADES/RSA personnel.
4. An Equipment Report (Exhibit 6) within thirty (30) days of the purchase of any equipment and annually upon conducting annual equipment inventory to the designated ADES/RSA personnel.

10.2

ADES/ RSA will provide the following reports to the Contractor:

1. An invoice for the Contractor's funding contribution;
2. A list of ADES/RSA staff assigned to provide services to the Students at the participating schools under this Agreement to include their work addresses and phone numbers at the beginning of each school year and provide any update to the list as needed; and
3. An annual VR service summary report that will include a list of mutual clients who received VR services, types of VR services received, and their status in VR program.

10.3

Both Contractor and ADES/RSA shall not attach any reports containing student confidential data as hard copy to the contract or contract amendments. These reports shall be submitted to ADES/RSA via secure e-mail.

10.4

Service Methodology, Annual Budget and Annual Student Demographics shall be sent to:
 AZ Department of Economic Security
 ATTN: TSW Coordinator
 PO BOX 6123; Site Code 930A
 Phoenix, AZ 85005-6123

Electronically to:
RSATSWDOCS@azdes.gov

- 10.5 Quarterly and Activity Summary and Equipment Report shall be sent electronically via secure e-mail to:
AZ Department of Economic Security
ATTN: RSA Contracts Unit Manager
RSAContractsUnit@azdes.gov
- 10.6 ADES/RSA reports shall be sent to:
Enter Organization (School District)
ATTN:
Enter Address
City, State ZIP Code
- 11.0 **PAYMENT REQUIREMENTS**
- 11.1 ADES/RSA will invoice the Contractor for the Contractor's funding contribution within fifteen (15) calendar days following the execution of this Agreement and (select option) annually thereafter within fifteen (15) calendar days following the anniversary date • OR • quarterly thereafter by the 1st (first) day of July, October, January and April.
- 11.2 The Contractor shall transfer its funding contribution to ADES/RSA within fifteen (15) calendar days upon receipt of ADES/ RSA's invoice.
- 11.3 ADES/RSA will pay the Contractor within thirty (30) days upon receipt of acceptable reporting documents and an accurately completed Contractor's invoice. If the invoice is improperly submitted or contains an error, the Contractor will be notified in writing within seven (7) business days following receipt of the invoice. The Contractor's invoice shall include the signature of a staff member authorized to sign invoices for the Contractor and date of signature, name, title, phone number and address of the Contractor's designated person to be notified in the event of a defective invoice or Quarterly and Activity Summary.
- 11.4 Payment to the Contractor will be made as follows:
1. ADES/RSA will pay for the actual cost incurred and invoiced. The Contractor's total annual invoice amounts shall not exceed the current Budget ceiling; OR
2. In case that the Contractor is unable to spend the budget ceiling amount or continue service provision, ADES/RSA will return to the Contractor an unused portion of the Contractor's contribution that remains after ADES/RSA paid for:
1. ADES.RSA costs; and
2. The Contractor's last invoice.
- 11.5 ADES/RSA will submit its invoices for the Contractor's funding contribution to:
Enter Organization (School District)
ATTN:
Enter Address
City, State ZIP Code
- 11.6 The Contractor shall submit its funding contribution to:
AZ Department of Economic Security
ATTN: RSA, Finance and Budget Unit;
Address: PO BOX 6123; Site Code 930A
Phoenix, Arizona 85005
- 11.7 The Contractor shall submit its invoices along with Quarterly and Activity Summary to:
AZ Department of Economic Security
ATTN: RSA Payment and Billing Unit
PO Box 6877
Phoenix, AZ 85005

Electronically to:
RSATSWDOCS@azdes.gov

12.0 NOTICES

12.1 All notices to the Contractor regarding this Agreement shall be sent to the following address:
Enter Organization (School District)
ATTN:
Enter Address
City, State ZIP Code

12.2 All notices to the ADES/RSA regarding this Agreement shall be sent to the following address:
AZ Department of Economic Security
ATTN: RSA Contracts Unit Manager
PO BOX 6123; Site Code 930A
Phoenix, AZ 85005-6123

13.0 EQUIPMENT AND DISPOSITION OF PROPERTY

13.1 The Contractor may be allowed to purchase equipment for the purpose of the provision of TSW services to Students under this Agreement. Equipment includes vehicles, furniture, machinery, electronic data processing equipment, software and all other equipment costing more than \$5,000, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facility improvements. In general, capital equipment purchases should be made during the initial year of this Agreement in order to establish TSW services

13.2 The Contractor shall include ADES as a co-owner and co-insured on any insurance policy which covers equipment purchased under this Agreement ADES shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all equipment purchased.

13.3 Upon termination of this Agreement, any equipment purchased under this Agreement shall be disposed of as directed by the ADES and, if sold, ADES shall be compensated in the amount of its equitable interest.

13.4 The Contractor shall:

1. Notify the designated ADES/RSA Contracts Unit Manager within thirty (30) days of the purchase of any equipment,
2. Maintain complete and up-to-date inventory records for all equipment purchased hereunder, perform an annual inventory of all equipment and submit the Contractor Equipment Report (Exhibit 6).
3. Not dispose of any equipment purchased under this Agreement without the prior written consent of the ADES during and after the Agreement term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the Agreement.

14.0 PROGRAM EVALUATION

14.1 ADES/RSA has set forth the following performance standard for the service provision under this Agreement:

14.1.1 At a minimum, ninety percent (90%) of the students who receive TSW services by the Contractor and remained in high school will acquire skills necessary for successful transition from school to work and shall be able to determine whether they will be:

- a. Going directly to work in jobs consistent with their strength, abilities, and interests, or
- b. Entering career-related training programs or postsecondary education that will lead to successful employment outcome.

14.1.2 Both Parties will review current activities, ensure that all goals and objectives assigned to either Party under this Agreement are met, and discuss performance improvement activities and service development projects for all Parties involved in serving this target population.

15.0 DISPUTES

15.1 Disputes will be resolved in accordance with the Arizona Procurement and Code and the ADES Chief Procurement Officer will be the lead, in conjunction with input from the ADES/RSA Administrator.

16.0 APPLICABLE LAW

- 16.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable Federal, State, and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- 17.0 ARBITRATION**
171 The Parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.
- 18.0 AUDIT**
18.1 In accordance with A.R.S. §35-214, Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.
- 19.0 AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR**
191 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions:
19.1.1 Reduce payments or units authorized;
19.1.2 Accept a decrease in price offered by the Contractor;
19.1.3 Cancel the Agreement;
19.1.4 Cancel the Agreement and re-issue the requirements.
19.1.5 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing an amendment to this Agreement.
- 20.0 AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR**
20.1 Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADES at the end of the period for which funds are available.
20.2 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 21.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY**
If providing direct services to children or vulnerable adults, the following shall apply:
21.1 The provisions of A.R.S. §8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Agreement.
21.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients.
21.3 Within thirty (30) days of contract award, the Contractor shall submit the "Request for Search of Central Registry for Employment" for each employee and subcontract employee providing direct services to children or vulnerable adults.
21.4 At least sixty (60) days prior to the Contract term and when contract extension is anticipated, the Contractor shall submit the "Request for Search of Central Registry for Employment" for each employee and subcontract employee providing direct services to children or vulnerable adults.
21.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.
- 22.0 CONFLICT OF INTEREST**

- 22.1 In accordance with A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.
- 23.0 DATA SHARING AGREEMENT**
23.1 The Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.
- 24.0 E-VERIFY**
24.1 In accordance with A.R.S. §41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. §23-214, Subsection A.
- 25.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**
25.1 The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of this Agreement. The ADES shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the ADES determine that the Contractor and/or any subcontractors be found noncompliant, the ADES may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor.
- 25.2 By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.
- 25.3 The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement.
- 26.0 FINGERPRINTING**
26.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
26.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.
26.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this contract, the following provisions apply:
26.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department for the purposes of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for a fingerprint clearance card within seven working days of employment.
26.3.2 Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the

provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

26.3.3

Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (H) (as may be amended).

27.0

INDEMNIFICATION

27.1

Indemnification for Contractor:

27.1.1

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

27.2

Indemnification for Subcontractor

27.2.1

In addition, (insert name of other governmental entity) shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of (insert name of other governmental entity)'s contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

28.0

INSURANCE REQUIREMENTS

28.1

INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT:

28.1.1

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

o General Aggregate	\$2,000,000
o Products – Completed Operations Aggregate	\$1,000,000
o Personal and Advertising Injury	\$1,000,000
o Blanket Contractual Liability – Written and Oral	\$1,000,000
o Fire Legal Liability	\$ 50,000
o Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include coverage for sexual abuse and molestation.

- b. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

o Workers' Compensation	Statutory
o Employers' Liability	
o Each Accident	\$ 500,000
o Disease - Each Employee	\$ 500,000
o Disease - Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:

1. The State of Arizona and the Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

C. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

- D. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. **Verification of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.

All certificates required by this Agreement shall be sent directly to Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Reporting Requirements specifies otherwise. The State of Arizona contract number and contract description shall be noted or referenced on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

29.0
29.1

IT-508 COMPLIANCE

Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this Agreement shall comply with A.R.S. §§ 41-2531 and 2532, and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

30.0
30.1

NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event his provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

31.0
31.1

NON-DISCRIMINATION

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

32.0

OFF-SHORE PERFORMANCE OF WORK PROHIBITED

32.1 Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

33.0 RIGHT OF OFFSET

33.1 The Department shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

34.0 SCRUTINIZED BUSINESS

34.1 In accordance with A.R.S. §35-391.06 and A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

35.0 THIRD-PARTY ANTITRUST VIOLATIONS

35.1 The Contractor assigns to the Department any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third Parties to the Contractor, toward fulfillment of this Agreement.

36.0 ATTACHMENTS

36.1 The following list of attachments constitutes an integral part of subject Agreement:

1. Attachment 1: Budget, which includes:
 - Attachment 1a Budget Instructions
 - Attachment 1b Materials and Supplies Expenses
 - Attachment 1c Other Expenses
 - Attachment 1d Equipment Expenses
2. Attachment 2: Service Methodology
3. Attachment 3: Annual Student Demographics
4. Attachment 4: Request for Search of Central Registry for Background Check
5. Attachment 5: Data Sharing Agreement

37.0 EXHIBITS

37.1 The following list of exhibits constitutes an integral part of subject Agreement:

1. Exhibit 1: Definitions
2. Exhibit 2: Student Service Plan
3. Exhibit 3: Job Descriptions
4. Exhibit 4: Invoice
5. Exhibit 5: Quarterly and Activity Summary
6. Exhibit 6: Contractor's Equipment Report

CONSENT
Item 8Q.

Highland Center
MOU

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8Q
FROM:	Dr. Paul Stanton, Superintendent	Reading
DATE:	June 12, 2012	Discuss
SUBJECT:	Approval to Enter Into a Memorandum of Understanding (MOU) with the Highlands Center for Natural History for a Native Habitat Program at MVES	Action Consent X

OBJECTIVE: Goal 1: Raise the Level of Student Achievement

SUPPORTING DATA:

The Humboldt Unified School District has had a long standing relationship with the Highland Center for Natural History and their Native Habitat Program. HUSD already has two habitats; one at Coyote Springs Elementary and one at Granville Elementary.

Mountain View Elementary School and the Highlands Center for Natural History wish to enter into an MOU to accomplish mutually beneficial objectives related to developing an ongoing science education program. This partnership agreement includes planning and development of school-based curriculum and teacher workshops that integrate in-class learning with the use of the school's native plant habitat garden as well as yearly class visits for second and fourth graders to the Highlands Center's Lynx Creek site. The Mountain View program will be drawing from and using materials from the Habitat Learning Programs initiated at Coyote Springs and Granville Elementary Schools, Territorial Elementary School in Chino Valley, and Miller Valley, Washington Traditional and Lincoln Elementary Schools in Prescott.

A part-time Highlands Center educational staff person will be included in this project to take leadership and supply coordination for accomplishing established goals.

Additions to the MVES MOU as compared to the GES MOU are underlined on the attached document. District legal counsel has reviewed the MOU.

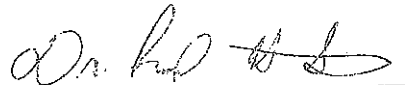
SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve the MOU between MVES and the Highland Center.

Sample Motion:

I move to approve the Memorandum of Understanding between HUSD and the Highlands Center for Natural History for a Native Habitat Program at Mountain View Elementary School for school years 2012-2015.

Approved for transmittal to the Governing Board:


Dr. Paul Stanton

Questions should be directed to: Principal JoAnne Bindell (759-4700) or Dr. Paul Stanton (759-4000)

**THREE YEAR COST SHARE AGREEMENT BETWEEN
MOUNTAIN VIEW ELEMENTARY SCHOOL
AND
HIGHLANDS CENTER FOR NATURAL HISTORY**

Introduction

This understanding is entered into by Mountain View Elementary School, hereinafter referred to as "Mountain View" and the Highlands Center for Natural History, hereinafter referred to as "Highlands Center", to accomplish mutually beneficial objectives related to developing an ongoing science education program. This partnership agreement includes planning and development of school-based curriculum and teacher workshops that integrate in-class learning with the use of the school's native plant habitat garden as well as yearly class visits for second and fourth graders to the Highlands Center's Lynx Creek site. The Mountain View program will be drawing from and using materials from the Habitat Learning Programs initiated at Coyote Springs Elementary in Prescott Valley (Fall 2005 – Spring 2007), Territorial Elementary School in Chino Valley (Fall 2007 – Spring 2008), Miller Valley School in Prescott (Fall 2008-Spring 2010), Washington Traditional School in Prescott (Fall 2009-Spring 2011), Granville Elementary School in Prescott Valley (Fall 2011-Spring 2013), and Lincoln Elementary School in Prescott (Fall 2012-Spring 2014). A part-time Highlands Center educational staff person will be included in this project to take leadership and supply coordination for accomplishing established goals.

The Highlands Center is a private, nonprofit 501(c)(3) corporation. The mission statement is: *The Highlands Center for Natural History helps children and adults discover the wonders of nature and become wise caretakers of the land. We believe that everyone has a fundamental need to connect with the natural world. This connection is fostered by the Center through outdoor science education based on observation and discovery of the Central Arizona Highlands.*

Mountain View is a public elementary school that values the individual, challenges the mind, and nurtures the heart. The school's mission is to create a nurturing and challenging educational environment which honors all students' unique learning styles, personalities and talents, helping them achieve their fullest potential for life-long learning and success.

It is mutually agreed that:

1. This partnership benefits both parties. It is for the purpose of providing opportunities integral to environmental education, science education, and enriching instruction in the science curriculum through the use of the Mountain View Native Habitat. This will provide an opportunity to develop an experiential education program designed to bring students of any age to environmental literacy.
2. We will use Mountain View campus, and possibly the Highlands Center's Lynx Creek site.
3. Providing a half-time position from the Highlands Center will be contingent upon available funding.
4. Teachers will benefit by being given an opportunity to work one on one with personnel from the Highlands Center to develop the skills and knowledge needed to successfully use the supplementary curricula in instruction.

5. Students will benefit through opportunities to learn about core science concepts and ecological principles in a tangible way. In addition, the focused, sequential, and cumulative science education program, with use of the Native Habitat, will provide students with an opportunity to reconnect with the natural world.
6. Highlands Center will benefit by retaining partial ownership of the site-based Native Habitat Program curriculum which can be shared with future partnering schools in Yavapai County.

Mountain View will:

1. Establish a separate tax-credit account by September 1, 2012 from which expenses for part-time Highlands Center staff position and other program expenses related to this project will be paid.
2. Contribute to costs of materials over above what is provided by the Highlands Center for the infrastructure required to support Native Habitat Program instruction, through tax credit donations, grants, PTO funds, donations or other sources of funding. Infrastructure will include: science instruction materials (compasses, thermometers), gardening materials (rakes, shovels, gloves, seeds, potting soil), office supplies (binders, folders, clipboards), and landscape materials and services (plants, drip irrigation).
3. Help seek additional funding sources and sponsorships if needed.
4. Create a garden space of native plants to the Central Arizona Highlands designed for the purpose of outdoor hands-on instruction during the two year pilot (2013-2014 and 2014-2015 school years). The design, installation and maintenance will be done through the collaboration of school staff, students, parents and Highlands Center staff.
5. Agree to provide office space where the Highlands Center staff has access at the school site to a: desk, computer, printer, copying, laminating, and supplies.
6. Agree to provide storage space for garden tools and lesson materials accessible from the Native Habitat.
7. Provide administrative and teacher representation from every grade level at monthly preliminary planning meetings during the 2012-2013 school year and monthly check in meetings for the 2013-2015 school years.
8. Encourage faculty participation in curriculum development and learning opportunities, including participation by all teachers during the 2013-2015 school years.
9. Agree to maintain and sustain the Native Habitat program after this agreement ends in spring of 2015.

The Highlands Center will:

1. Encourage citizens to direct their tax credit contribution toward the Mountain View Native Habitat Program. The Highlands Center anticipates \$28,000 in tax credit contributions will be directed toward the Mountain View Native Habitat to be used for Highlands Center staff and program expenses during the 2013-2015 school years. If donations from members and friends toward the program do not meet this amount, Highlands Center staff and the Mountain View principal will meet to negotiate the scope of the program and changes will be detailed in a revised Cost Share Agreement. If money raised is over this amount Highlands Center staff and the Mountain View Principal will jointly determine the best allocation of the funds.

*was
\$13,000
for GES*

2. Assist Mountain View by providing up to \$3,000 in donations raised by the Yavapai Prescott Indian Tribe to assist with the construction and curriculum materials of the native habitat.
3. Participate in monthly preliminary planning meetings during the 2012-13 school year, and monthly check in meetings for the 2013-2014 and 2014-2015 school years.
4. Provide a part-time staff position to manage this project. This staff person will begin consulting directly with Mountain View on August 1, 2012. Beginning in August 2013 the staff person will be on-site at the school as a half-time instructor. Duties will include materials setup, lesson implementation and training of all staff and teachers on the infrastructure of the Native Habitat Curriculum for the 2013-2014 and 2014-2015 school years.
5. Help seek additional funding sources and sponsorships.
6. This instrument in no way restricts the Highlands Center from participating in similar activities with other public or private schools.
7. Ensure that it is understood that the Habitat Director and any other Highlands Center staff that will be at Mountain View is not an employee of Mountain View and will abide by all Humboldt Unified District policies and procedures and require a level three finger print clearance card.

Payment Structure

Tax credit monies secured specifically for the Mountain View Native Habitat during the 2012-2015 school years will be deposited within the Humboldt Unified School District in an account specified as Mountain View Native Habitat from which funds will be dispersed upon receipt of invoices to the Highlands Center for personnel expenses of the shared part-time employee.

The funds will be dispersed in the following manner: Beginning in August 2013, The Highlands Center will send Mountain View a monthly invoice for the agreed upon amount (based upon the success of fundraising efforts) to support the part-time staff person. Payments for each school year will be billed over 10 equalize payments. Mountain View will send payment to the Highlands Center within 30 days of receiving the invoice. If the bill is not paid within 30 days from the date printed on the invoice, all services from the Highlands Center will be suspended until payment is received.

This agreement is initiated on the date signed below and expires on June 30, 2015. The terms of the partnership will be reviewed annually and can be modified with the consent of both parties. At the completion of the agreement Mountain View will have fully implemented the Native Habitat Curriculum and Highland Center Staff will no longer be regularly on campus.

The principal contacts for this agreement are:

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

JoAnne Bindell
Principal
Mountain View School
8601 E. Loos Drive
Prescott Valley, AZ 86314

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

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

Dr. Paul Stanton, Superintendent
Humboldt Unified School District

Date

JoAnne Bindell, Principal
Mountain View Elementary School

Date

Dave Irvine, Executive Director
Highlands Center for Natural History

Date

Rev. 5-30-12

CONSENT
Item 8R.

NACOG Head Start
MOU

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8R
FROM:	Dr. Kay B. Turner, Special Services Director	Reading
DATE:	June 12, 2012	Discuss
SUBJECT:	Memorandum of Understanding (MOU) between H.U.S.D. and NACOG Head Start for Special Education Services	Action Consent X

OBJECTIVE: Goal #1 – Increase Student Achievement

SUPPORTING DATA:

As required by an agreement between the Arizona Department of Education (ADE) and the Northern Arizona Council of Governments (NACOG), each district must have in place a Memorandum of Understanding (MOU) to provide special education services to Head Start students, age 2 years 9 months to Kindergarten age. This agreement is for the period of June 1, 2012 to June 30, 2015.

SUMMARY & RECOMMENDATION:

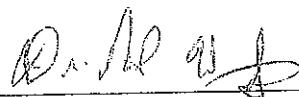
Recommend that Governing Board approve the attached three-year Memorandum of Understanding between HUSD and NACOG Head Start signed by NACOG Executive Director Chris Fetzer.

It is recommended that the Governing Board approve the MOU between HUSD and NACOG.

Sample Motion:

I Move to approve the Memorandum of Understanding for HUSD to provide special education services to NACOG Head Start students from June 1, 2012 to June 30, 2015.

Approved for transmittal to the Governing Board:



Dr. Paul Stanton, Superintendent

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



Northern Arizona Council of Governments

HEAD START DIVISION • 121 EAST ASPEN AVENUE • FLAGSTAFF, AZ 86001-5222
(928) 774-9504 • FAX (928) 779-0514 E-MAIL: headstart@nacog.org
WEBSITE: www.nacog.org/hs

CHRIS FETZER
EXECUTIVE DIRECTOR

May 24, 2012

Kay Turner, Director of Special Education
Humboldt Unified School District
8766 East Highway 69
Prescott Valley, AZ 86314

Dear Ms. Turner:

Enclosed you will find the original Memorandum of Understanding between Humboldt Unified School District and NACOG Head Start for the period of June 1, 2012 to June 30, 2015.

We want to thank you for your relationship with NACOG Head Start and providing these much needed services to our children and look forward to working with you over the course of the next two years.

At your earliest convenience, please sign the MOU where indicated and return it in the enclosed envelope. Once we have received the signed MOU, we will send you a copy of the original.

If you have any questions or need additional information, please do not hesitate to contact me at (928) 774-9504 Ext 1118.

Sincerely,

Cynthia Jones
Cynthia Jones
Disabilities/Mental Health Manager

CJ/kdv

Enclosures

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HUMBOLDT UNIFIED SCHOOL DISTRICT
AND
NORTHERN ARIZONA COUNCIL OF GOVERNMENTS HEAD START PROGRAM**

This agreement is between HUMBOLDT UNIFIED SCHOOL DISTRICT (HUSD), and NORTHERN ARIZONA COUNCIL OF GOVERNMENTS (NACOG) HEAD START PROGRAM for the period of July 1, 2012 to June 30, 2015.

I. Purpose Statement

The purpose of this agreement is to establish working procedures between Humboldt Unified School District and NACOG Head Start in the provision of services to preschool children eligible for special education in compliance with Federal and State laws and regulations.

It is the intent of this agreement to:

1. Define which service will be provided by each Agency.
2. Ensure that children eligible for preschool special education services receive a free and appropriate public education, as required by law, in the least restrictive environment (LRE).
3. Ensure that cooperative arrangements between HUSD and NACOG Head Start are developed, implemented and preserved.
4. Ensure that each Agency cooperatively maintains communication and shares leadership responsibility at the local level to ensure that available resources are utilized in the most effective manner.

This agreement applies only to preschool children with disabilities ages three (3) years to non-kindergarten eligible five (5) years old in accordance with Humboldt Unified School District policy.

I. Program Mandates

Responsibility of School District:

1. To locate and identify preschool children with disabilities through Child Find efforts, which include a process for screening.
2. To assure that special education services to preschool children with disabilities are provided in accordance with the Individuals with Disabilities Education Act (IDEA) as specified in H.R. 1350, effective July 01, 2005.

3. To assure that eligible preschool children with disabilities receive special education and related services which are provided at public expense, under the supervision/ direction of the HUSD; meet the standards of the Arizona Department of Education; and are provided in conformity with an Individualized Education Program and parental procedural safeguards.
4. To submit and maintain Arizona Special Education Census on all eligible preschool children with disabilities, including all eligible children enrolled in Head Start program in Humboldt Unified School District for funding entitlement and budget preparation.

Responsibility of Head Start Program:

1. Recruit, enroll, and serve eligible children ages 3-5. No less than 10% of the total number of Enrollment opportunities in each Head Start program shall be available for children with disabilities of all levels of severity who are eligible to participate (P.L. 92-424).
2. (a) Screen enrolled children for potential problems in the area of health and development and; (b) Refer children found to be at risk to the School District for diagnostic evaluation.

II. Program Description:

Humboldt Unified School District operates a developmental preschool working with families to provide a positive learning environment. The program is designed to meet the specific needs of the child as identified in the IEP.

NACOG Head Start Program Operates two AM and two PM classrooms and two Home Based caseloads from a modular unit on Yavapai College property. The Head Start Program is mandated to make available 10% of its enrollment opportunities to children with Special Needs. An essential part of the Head Start Program is the involvement of parents in their children's education, program planning, and operational activities. Part of Head Start's role is to support and advocate for parents with children with disabilities.

III. Service Implementation:

1. Child Find/Screening

HUSD will:

- a. Provide District wide screenings.
- b. Coordinate publicity and staff with Head Start;
- c. Provide facility for screenings.

NACOG HEAD START will:

- a. Provide staff to help with screening, as appropriate;
- b. Coordinate publicity for Child Find (advertising, flyers) for Head Start community;

2. Referral for Evaluation

HUSD will:

- a. Process referrals and evaluate when appropriate as determined by HUSD staff.
- b. Accept Head Start referral forms.

NACOG Head Start will:

- a. Refer children to the School District, for evaluation as appropriate.
- b. Head Start will coordinate training for consultants on HUSD's procedural policies.

3. Comprehensive Evaluation

HUSD will:

- a. Conduct comprehensive developmental assessment for all children referred by the Head Start Program in accordance with ADE time lines.

NACOG Head Start will:

- a. Accept referrals from the School District for children with disabilities who do not meet ADE eligibility standards.

4. Individualized Education Program Development

HUSD will:

- a. Use HUSD forms.
- b. Meet as a team (School & Head Start staff, professionals, and parents) to develop the IEP.
- c. Provide a staff person to act as liaison with Head Start.

NACOG Head Start will:

- a. Use LEA or Head Start forms as appropriate.
- b. Head Start Teachers and consultants will function as part of the IEP team in conjunction with HUSD for children served by both programs.
- c. Support parental participation in IEP for children served by both programs.

5. Placement

HUSD will:

- a. Refer children for Head Start placement as appropriate as a LRE.
- b. Head Start students who are eligible for special education services according to State Criteria will be registered in the HUSD preschool program in order to be included in the Arizona Special Education Census.

NACOG Head Start will:

- a. Make available 10% of its enrollment slots available for children with special needs.

6. Specific Program Service Delivery (to include all related services)

HUSD will:

- a. Be responsible for transportation for disabled students in accordance with their IEP.
- b. Fund Inclusive PT, OT, and Speech language therapy to support to children eligible under ADE in the Head Start Classrooms, when Head Start has been designated as the placement option.

NACOG Head Start will:

- a. Provide a Special Needs Aide (as mutually agreed in an IEP), Speech Pathologist, and Physical/Occupational Therapists to provide services to those children served only by Head Start who do not meet ADE Criteria.
- b. Meet monthly or as needed as a team (teachers, parents, therapists) to discuss goals and strategies for each child.
- c. Work with School District staff to meet IEP goals.
- d. Request in-service training as needed to improve Head Start staff and parents' ability to work with specific special needs.

7. Financial Responsibility and Procedures for Reimbursement

HUSD will:

- a. Oversee the provision of "Free Appropriate Public Education" (FAPE) to school district and Head Start enrolled special needs children who meet ADE standards.
- b. Provide OT, PT, and Speech Language therapy and IEP related services for all children who meet ADE criteria, and provide evaluations for those children referred by Head Start who may meet ADE criteria and qualify for services.
- c. Maintain a list of all students in both programs who meet ADE Criteria so they can be included on HUSD Census.

NACOG Head Start will:

Provide Occupational, Physical, and Speech & Language Therapy services to Head Start enrolled children who do not meet ADE standards.

8. Procedure for Hiring and Supervising Staff Providing Special Services

HUSD will:

- d. Hire appropriate personnel, to include a professional speech/language therapist and occupational/physical therapist.
- e. Hire ESY staff.

NACOG Head Start will:

- a. Notify HUSD Preschool Coordinator of concerns and needs of staff on-site.
- b. Recommend for ESY through the HUSD liaison according to IDEA/ADE criteria established Winter, 2004.

9. Procedure for Review/Monitoring Child's Progress

HUSD will:

- a. Conduct periodic team meetings between HUSD and Head Start for children served by both programs.
- b. Receive copies from Head Start of all appropriate documents concerning the child with special needs and maintain them in the Office of Special Services.

NACOG Head Start will:

- a. Head Start staff to provide input at monthly (or whenever held) meetings on child's progress.
- b. Provide progress reports to parents (with copies to HUSD) as required by law, for all children served by both programs.
- c. Assist parents to interpret/understand progress reports.

IV. Confidentiality

Humboldt Unified School District and NACOG Head Start Program shall obtain written consent of the parents before disclosing personally identifiable information from education records of the child per the FERPA Law. The written consent must be signed and dated by the parent (s) giving consent and shall include the following:

1. Specification of records to be disclosed,
2. Purpose of disclosure, and
3. Party or Parties to whom the disclosure may be made.

HUSD will not accept responsibility for any breach of confidentiality by any NACOG Head Start employee.

V. Training and Technical Assistance

HUSD will:

- a. Invite Head Start to appropriate school district in-service trainings as able.
- b. Involve Head Start in appropriate workshops.

NACOG Head Start will:

- a. Invite school district to pre-service and other in-service trainings as able.

VI. Parent Involvement Activities

HUSD will:

- a. Provide in-service with appropriate training information.
- b. Include parents in IEP.
- c. Maintain regular contact with parents through letters, phone, and meetings.
- d. Be involved with home visits as appropriate/requested (by Head Start staff or parents).

NACOG Head Start will:

- a. Provide parent workshops and appropriate training.
- b. (1) Involve parents in IEP and review; and
(2) Act as advocate for families.

- c. Maintain regular contact with parents through letters, phone, and face to face meetings.
- d. Be involved with home visits as appropriate/requested (by Head Start staff or parents).

VII. Counting and Reporting Children with Disabilities

HUSD will:

- a. Will monitor and track of the children they serve.
- b. Follow ADE guidelines for reporting students for October 1st and 100-day count.
- c. Complete all reports and documentation required by ADE.

NACOG Head Start will:

- a. Submit to ADE annual SAIS calendars for each Center to assure reporting of required ADE counts.
- b. Advise HUSD upon completion of the calendar submissions.
- c. Keep daily count of children served with in the center as required by Head Start procedures

VIII. Transition Activities

HUSD will:

- a. Meet with appropriate receiving teacher, principal, therapist, nurse for transition after coordinating these meetings with the building principal at each elementary site.

NACOG Head Start will:

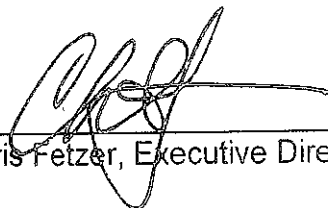
- a. Meet with and (when possible) introduce parents to the appropriate receiving teacher, school nurse, and therapist for transition.
- b. Special Needs files to be given to the parents if requested, and shared with the schools if the student is attempting to enroll in that school.

IX. Dispute Resolution

In the event that misunderstandings or differences of opinion occur with regard to policies and procedures necessary to accomplish these objectives, the staff and appropriate supervisor from the respective Agencies will meet to reach a solution. In the event that a resolution is not achieved, the Assistant Directors or their Agency counterparts will meet to resolve the issue. If resolution is not reached through these means, the parties agree to use arbitration to the extent required by ARS, Section 12-1518.

X. Termination, Revision and Renewal

Either party may terminate this agreement by providing the other party with sixty (60) days' written notice of termination. Any such notices or correspondence incident to this agreement shall be provided to the other party via regular first-class mail to the addresses listed below. In addition, this agreement may be revised during the period of March 1 through May 31 of each year, provided that both parties agree to any changes or revisions in writing. This agreement may be renewed prior to the expiration period specified herein, provided that both parties agree to any such renewal in writing.


Chris Fetzner, Executive Director

NACOG Head Start
121 East Aspen Avenue
Flagstaff, AZ 86001

Date: 5/23/12


Kay Turner, Ed.D, Director of Special
Education
Humboldt Unified School District
8766 East Highway 69
Prescott Valley, AZ 86314

Date: 5-25-12

Dr. Paul Stanton, Superintendent
Humboldt Unified School District
8766 East Highway 69
Prescott Valley, AZ 86314

Date: _____

CONSENT
Item 8S.

Gifts & Donations

Gifts & Donations

Aron & Kelly Smart

1196 Buena Vista West, Dewey, AZ 86327

Donated two color televisions, one VCR, one microwave,
five educational video sets, and PE/field day equipment
with the donor's value of \$500.00

To be used at Coyote Sprints Elementary School

Jennifer Marley

6487 E. Falon, Prescott Valley, AZ 86314

Donated an overhead projector with the donor's value of \$100.00

To be used at Granville Elementary School

Jennifer Hartley & Karen Mazur

5404 Vista Meadow Drive, Dallas TX 75248

Donated \$1,000.00

To be used for the baseball program

At Bradshaw Mountain Middle School

DISCUSSION

Item 9A.

2nd June Meeting

TO: Humboldt Unified School District Governing Board Item # 9A
FROM: Howard Moody, Board President Reading
DATE: June 12, 2012 Discuss X
SUBJECT: Additional Board Meeting for the month of June Action X

OBJECTIVE: Board Governance

SUPPORTING DATA:

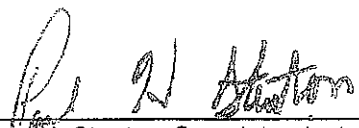
The Board will discuss and possibly select a meeting date for a second meeting in June.

SUMMARY & RECOMMENDATION:

Sample Motion:

I move to approve _____ (date) _____ as the second meeting date in June.

Approved for transmittal to the Governing Board: _____


Dr. Paul H. Stanton, Superintendent

Questions should be directed to:

Board President Howard Moody by email at howard.moody@humboldtunified.com

ACTION ITEMS

Item 10A.*

Student Discipline

ACTION ITEMS

Item 10B.

Vacant Board Seat

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 108
FROM: Howard Moody, Governing Board President Reading
DATE: June 12, 2012 Discuss X
SUBJECT: Vacant Board Seat Action X
Consent

OBJECTIVE: Board Governance

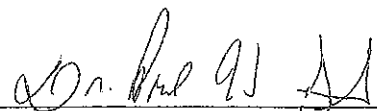
SUPPORTING DATA:

There will be discussion and possible recommendation to the County School Superintendent regarding the Board's vacant seat.

SUMMARY & RECOMMENDATION:

Sample motion:

Approved for transmittal to the Governing Board:


Dr. Paul Stanton, Superintendent

Questions should be directed to: Howard Moody or Superintendent Stanton (759-4000)

ACTION ITEMS

Item 10C.

Prescott College
MOU (VISTA)

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 10C
FROM: Mariela K. Bean, Public Relations Director Reading
DATE: June 12, 2012 Discuss
SUBJECT: AmeriCorps Vista Volunteer Coordinator MOU Action X

OBJECTIVE: Goals # 1 #2 and #3

SUPPORTING DATA:

The need to strengthen the HUSD volunteer force has been identified as a priority within the District Board Goals. On October 6, 2011, the HUSD Governing Board approved the submittal of an application for a VISTA Volunteer Member to assist with the articulation of the HUSD Volunteer Program. The Public Relations Director developed a volunteer assignment description and plan to accompany the application. On January 6, 2012, the Yavapai County VISTA Project notified HUSD that it had been awarded a volunteer capacity grant of one full-time VISTA Member for a period of three years. The cost to the District is a one-time \$700 recruitment fee and a yearly \$6,000 contribution fee. The VISTA organization pays for the volunteer living allowance and yearly stipends.

Mariela Bean, Public Relations Director, attended the required training on May 21, 2012. The position has been advertised, both organizations are in the process of interviewing viable candidates for the position. The volunteer will begin work on August 1, 2012.

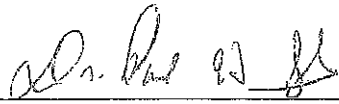
VISTA requires that a Memorandum of Understanding be in place defining the responsibilities of the parties involved: the Yavapai County VISTA Project (YCVF) Sponsored by Prescott College and the Project Site (HUSD). District legal counsel has reviewed and approved the MOU being presented to the Governing Board for approval.

SUMMARY & RECOMMENDATION:

The placement of the VISTA Volunteer to Coordinate the HUSD District Volunteer program should greatly support District Board Goals.

It is recommended that the HUSD Governing Board approve the included Memorandum of Understanding between the Prescott College Sponsored Yavapai County VISTA Project and the Humboldt Unified School District.

Approved for transmittal to the Governing Board:


Dr. Paul Stanton, Superintendent

Questions should be directed to: Mariela Bean, Director of Public Relations 759-4000

MEMORANDUM OF UNDERSTANDING

Between

Prescott College
220 Grove Avenue
Prescott, AZ 86301
(928)848-7868
mgarvey@ycvp.org

and:

Organization: Humboldt Unified School District
Project Name: Volunteer Program
Address: 66411 N. Robert Rd Prescott Valley AZ 86314
Phone: 928-830-1952
VISTA Site Supervisor: Mariela K. Bean
Email address: mariela.bean@humboldtunified.com

This document defines the responsibilities of the Sponsor (Prescott College) and the Project Site with respect to the assignment of AmeriCorps VISTA members to perform services to strengthen and supplement efforts to eliminate poverty and poverty-related human, social and environmental problems, and increase community capacity as specified in the AmeriCorps VISTA Project Application and work plans.

The Project Site agrees to contribute a total of **\$6,700** to support the cost of the AmeriCorps VISTA placement(s). In recognition of the considerable time and energy that is devoted to recruitment, the Project site agrees a nonrefundable \$700 recruitment fee. The Project Site will be billed for this fee on May 1, 2012. The Project Site will be billed on August 1, 2012 for the remaining \$6,000 with the balance due 30 days from the invoice date. If an AmeriCorps VISTA member is terminated early from a Project Site, or if the AmeriCorps VISTA willingly leaves the project before the scheduled termination date, the cost-share amount will be pro-rated (minus the recruitment and paid housing expenses) and the balance will be returned to the Project Site if applicable. *Furthermore, if the AmeriCorps VISTA position remains unfilled for six (6) months after the signature date of this agreement, either party may terminate the agreement upon written notice of such intent.

The obligations of the parties hereto are subject to the terms and conditions of the Memorandum of Agreement between the Corporation for National and Community Service (CNCS) and the Sponsor (Prescott College) which is incorporated herein by reference, and federal laws and regulations and CNCS policies applicable to the project or which may become applicable to it subsequent to the execution of this Agreement.

1. The Sponsor (Prescott College) will:

- a) Comply with the provisions of the Memorandum of Agreement between the Corporation and Prescott College.
- b) Assist Project Sites in supporting the overall project goals for each assignment.
- c) Assist in the provision of pre-service, early service, and in-service training for each AmeriCorps VISTA member.
- d) Recruit and assist in placing AmeriCorps VISTA members to Project Sites, matching interests and skills with tasks to be accomplished in the approved work plans in the Project Application.
- e) Provide support and supervision to AmeriCorps VISTA members in administrative matters such as project assignments.

- f) Retain full responsibility for the management and fiscal control of the CNCS project and reports.
- g) Perform a 90 day review of VISTA members aimed at supporting the VISTA and project in needed skill development.

2. **The Project Site will:**

- a) Provide Sponsor a copy of the assigned supervisors job description (reflecting the responsibility of VISTA supervision) and resume for filing.
- b) Provide acceptable work plans and a plan for the use of AmeriCorps VISTA members.
- c) Provide day-to-day supervision of the activities of the AmeriCorps VISTA members.
- d) Provide transportation and/or transportation reimbursement for project related travel expense for AmeriCorps VISTA members as indicated in the project application.
- e) Provide materials and supplies related to the performance of assignments and adequate working space to permit AmeriCorps VISTA members to perform their assigned duties. Specifically, office equipment, computer, internet access, email, and telephone.
- f) Assist in reviewing performance of AmeriCorps VISTA members.
- g) Provide VISTA with no less than one week of On-site Orientation and Training (OSOT).
- h) Provide project updates to VISTA Leader/Supervisor.
- i) Provide for any unique budget/financial requirements of the project.
- j) Provide for any project specific training requirements outside of the AmeriCorps sponsored training.
- k) Provide staff and time for one (1) on-site review of project.
- l) Notify the Sponsor immediately regarding unscheduled termination of AmeriCorps VISTA members and unscheduled changes of status and conditions of AmeriCorps VISTA members, such as arrests, hospitalization, and absence without leave.
- m) Maintain such records and accounts and make such reports and investigations concerning matters involving AmeriCorps VISTA members and the project as the Corporation may require. The Project Site agrees to retain such records as the Corporation may require for a period of three years after completion or termination of the project or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to the Corporation for the purposes of audit, litigation or examination.
- n) Allow AmeriCorps VISTA members to participate in local emergency disaster relief efforts if needed.
- o) Allow AmeriCorps VISTA members to participate in all National Days of Service.
- p) Allow AmeriCorps VISTA members to participate in monthly Team meetings, training, and occasional AmeriCorps Statewide events and conferences.
- q) Allow for reasonable accommodation for any member with a disability seeking to serve with the organization.
- r) Pay the expense of fingerprinting of the VISTA member, which is required by law and school policy for school employees and volunteers who work with students. Sponsor and Project Site acknowledge and agree that Site cannot accept any VISTA member who has not passed a fingerprint check.

3. **Joint Responsibilities**

Both parties to this Memorandum of Understanding shall make every reasonable effort to ensure that the health and safety of the AmeriCorps VISTA members are protected during performance of their assigned duties. Neither Prescott College nor the Project Site shall assign or require AmeriCorps VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.

4. Non-Discrimination

No person with responsibilities in the operation of the project shall discriminate against any AmeriCorps VISTA member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, gender, gender identity, age, disability or political affiliation.

5. Legal Restrictions

The Project Site agrees that no AmeriCorps VISTA member assigned under this agreement shall participate in the following activities when they would result in the identification of such programs with:

- a) Partisan and non-partisan political activities, including voter registration.
- b) Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
- c) Labor or anti-labor organization or related activities.
- d) Religious instruction, worship services, proselytize, or any other religious activity as an official part of their duties.

Signature: _____

6. The Project Site further agrees not to:

- a) Carry out projects resulting in the identification of such projects with partisan or non-partisan political activities, or providing voters transportation to the polls.
- b) Assign AmeriCorps VISTA members to activities that would result in the hiring of or result in the displacement of employed workers, or impair existing contracts for services.
- c) Accept, or permit the acceptance of compensation from the AmeriCorps VISTA members or from beneficiaries for the service of AmeriCorps VISTA members.

7. Duration

This Agreement shall become effective on May 1, 2012, and shall terminate on August 31, 2013, subject, however, to the terms of the paragraphs entitled "Duration" and "Termination" in the Memorandum of Agreement between the Corporation for National Service and the Sponsor (Prescott College).

7. Termination

Any termination of the Memorandum of Agreement between the Sponsor and the Corporation for National and Community Service will result in the termination of all provisions of this Memorandum of Understanding except for paragraph 2.m. "If Project Site, Sponsor, and VISTA member cannot reach a resolution of any dispute or problem with the performance of the VISTA member after good faith discussion, Project Site may terminate this agreement upon written notice to Sponsor and the VISTA member.

Date: _____
Sponsor: Prescott College

Date: _____
Project Site: Humboldt Unified School District

Margaret Garvey, Director

January 6, 2012

Ms. Mariela K. Bean
Humboldt Unified School District
66411 N. Robert Rd., Prescott Valley, AZ 86314

RE: Program: Volunteer Program for the Humboldt Schools

Dear Ms. Bean:

The Yavapai County VISTA Project/ Prescott College is pleased to award your organization with a volunteer capacity grant of **(1) VISTA Member**. The purpose of the award is to assist Humboldt Unified School District developing a volunteer program. Recruitment efforts will be starting soon, and with your help, we intend have your member selected by June 1, 2012 and ready to begin their year of service with your organization on August 1, 2012.

The Yavapai County VISTA Project (YCVP) is an affiliate of the Corporation for National and Community Service (CNCS) and funding for this project has been provided by CNCS in support of our regional programming. YCVP's mission is to "build and sustain the efforts of Yavapai County service providers and community members to continually improve the quality of life across the region". We work to support efforts in creating *just* and *healthy* communities. We have selected your organization because we see in your work the opportunity to make our community a better place for all its citizens.

We encourage you to publicize your VISTA project by submitting a press release to local media outlets and by mentioning the support you received in any of your organization's publications. In return we will request information from your organization for our social marking, and we will be collecting "impact stories" from your VISTA members in order to highlight the work of your organization locally as well as nationally.

Please be on the look out for information about a mandatory Site Supervisor Orientation that will occur here locally during the month of May 2012. Tentatively, we have set aside the date of May 21, 2012. Please be sure that you are able to make this training.

If you have questions, please do not hesitate to contact me at mgarvey@ycvp.org, or 928-848-7868. Congratulations and we look forward to working with you!

Sincerely,



Serve Yavapai VISTA Assignment Description (VAD)

Planning Worksheet

Serve Yavapai VISTA Project

Program Mission: Serve Yavapai's mission is to help build and sustain the efforts of Yavapai County service providers and community members to continually improve the quality of life across the region. We work to support efforts in creating a just and healthy community.

Program Milestones:

1. VISTA members will recruit and manage the work of over 3,000 volunteers who will donate more than 40,000 hrs of service to improving the quality of services provided to individuals living in poverty in Yavapai County

Examples of activities completed by VISTA members to support this milestone:

2. VISTA members will provide services to over 2,500 at risk youth ensuring that they are receiving quality learning opportunities, nourishment, mentoring, and safe places to sleep through crisis shelters and permanent housing solutions.

Examples of activities completed by VISTA members to support this milestone:

3. Members will increase the sustainability of local organizations by writing and being awarded over \$200,000 worth of grants and other funding or by developing membership or development of social entrepreneurship.

Examples of activities completed by VISTA members to support this milestone:

Host Site Organization Name: Humboldt Unified School District

Host Site Organization Mission:

The HUMBOLDT UNIFIED SCHOOL DISTRICT is unified by a commitment from all District stakeholders to a Shared Purpose (Mission). The Governing Board officially approved the Shared Purpose with the objective of fulfilling its three Governing Board goals:

Board Goal #1: Raising the Level of Student Achievement

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

Board Goal #3: Increasing Parental and Community Involvement

SHARED PURPOSE of The Humboldt Schools

To educate our students—
with rigor, dedication, depth, and the
application of innovative technology.

* * *

To involve our students—
along with their parents and community, in a
cooperative vision of education as a key to
responsible and productive citizenship.

* * *

To prepare our students—
to meet the events of their lives with
knowledge, insight, and perseverance.

* * *

To inspire our students—
to believe that, with hard work, they can
achieve great things in whatever career
they choose, and thus help to
make a better world.

VISTA Site Name/Title: The Humboldt Unified School District/Public Relations & Language
Acquisition Director

VISTA site goal: To organize an articulated, viable, and sustainable District Volunteer Program at all
District sites and departments.

Objective 1:

Conduct analysis of effective and non-effective components of the current District Volunteer Program

Activities:

Step 1: Review Volunteer Handbook

Step 2: Review existing Volunteer placement process and protocols

Step 3: Prepare a comprehensive SWOT report (Strengths, Weaknesses, Opportunities, Threats)

Goals or expected results:

Analysis will allow VISTA volunteer and District to determine what is working well and what is not. This will assist in formulating the plan for streamlining and formalizing the process.

Timeline:

August through October 2012

Links to overall project milestones:

(EX) Increases number and depth of services offered

Increases awareness of your organization within the community

Measures the impact

Objective 2:

Based on SWOT analysis and report, VISTA Volunteer with assistance and guidance from the District, will formulate a plan for establishing and implementing a formal District Volunteer Program. The plan should be Strategic, Measurable, Attainable, Results-Based, and Time-bound

Activities:

Step 1: Identify achievable and measurable goals.

Step 2: Establish a timeline.

Step 3: Outline the implementation steps.

Step 4: Identify key organizational work processes

Step 5: Develop an internal and external communication component

Step 6: Develop a recruiting component

Step 7: Research and propose a permanent funding mechanism to sustain Volunteer Program after the three- year period

Step 8: Plan proposal vetted through administration and reviewed and approved by Superintendent & Governing Board

Goals or expected results:

Finished, articulated, formal plan

Timeline:

Plan would be ready for approval at December, 2012, Governing Board meeting.

Links to overall project milestones:

(EX) Increases number and depth of services offered

Increases awareness of your organization within the community

Measures the impact

Objective 3: VISTA Volunteer with the assistance and in collaboration with District administration will begin implementation of the Volunteer Program.
Activities: Step 1: Review and update volunteer database Step 2: Put in place protocols for proper processing of volunteers Step 3: Identify and establish organizational structure: leaders, volunteer coordinators at each site/department, etc. Step 4: Train sites/departments and coordinators on new process and protocols Step 5: Establish and train sites/departments on communication protocol
Goals or expected results: Beginning in January, implementation of program revisions should begin in a systematic manner, according to approved plan.
Timeline: January 2013 through July 2013
Links to overall project milestones: <i>(EX) Increases number and depth of services offered Increases awareness of your organization within the community Measures the impact</i>

Objective 4: Establishment of clear, documented evidence of the Management of new and/or improved volunteer District processes
Activities: Step 1: Continue with Project Implementation plan Step 2: Identify performance measures or indicators Step 3: Identify in-process measures for control and improvement Step 4: Develop systematic evaluation of work process
Goals or expected results: There should be clear, documented evidence that the Volunteer Program Plan has been successfully implemented at all sites/departments.
Timeline: July 2013 through end of VISTA project July 2015
Links to overall project milestones: <i>Increases number and depth of services offered Increases awareness of your organization within the community Measures the impact</i>

ACTION ITEMS

Item 10D.

M & C

Recommendations

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 10D
FROM: Phil Young, Director of Human Resources Reading
DATE: June 12, 2012 Discuss X
SUBJECT: Approval of 2011-12 Professional Staff and Support Action X
Staff Meet & Confer Recommendations

OBJECTIVE: Goal #Attract/Retain Qualified Staff

SUPPORTING DATA:

The Professional Staff Meet & Confer Committee and the Support Staff Meet & Confer Committee held joint meetings throughout the 2011-12 school year. In addition to Phil Young and Cynthia Windham who served on both committees, valued members of the committees were:

PROFESSIONAL STAFF MEET & CONFER COMMITTEE

Amy Emlund	Victoria Kendall	Brian Mulcahy	Ashley Tetreault
Marty Boles	Carrie Barros	Elizabeth Williams	Kristine Carnes
Danette Derickson	Patricia Andreasky	Jeff Torp	Dan Streeter
Dr. Terri Matteson	Bucky Bates	Candice Blakely	

SUPPORT STAFF MEET & CONFER COMMITTEE

Doug Williamson	Doug Ricketts	Bill Dunn	Linnea Knicely
Debbi Duncanson	Heidi Force	Jeannette Arntzen	Tusanne Cordes

During the year, committee members brought forward a number of potential discussion topics. While some were determined to fall outside of the purview of Meet & Confer, some of those issues were channeled to other District staff (e.g. maintenance issues to Ben Peters) for consideration/resolution.

From the topics that were discussed at Meet & Confer, there were three specific recommendations approved by the members that require Governing Board for consideration. They are:

- 1) *It was requested that the Governing Board approve salary schedules and the stipend schedule for the 2012-13 school year with wages the same as on the 2011-12 schedules.*

At the April 10, 2012 meeting, the Governing Board approved all schedules as presented.

- 2) *It is requested that all employees in their second continuous year or higher with the District, regardless of classification or hours worked, be paid a onetime longevity payment not to exceed \$350.00 payable on commencement of work for the 2012-13 school year.*

This language was already approved by the Governing Board at the April 10, 2012 meeting in 2012-13 contracts and work agreements, but no specific amount was approved. However, based on the availability of EduJobs funds, it has now been determined that a full \$350.00 payment can be supported in next year's budget.

- 3) *It is requested that the number of contract days for all Psychologists be changed from 205 days to 200 days, with no change in contract wages.*

Psychologists, Speech Therapists, Occupational Therapists, and Physical Therapists all provide essential support services for our special needs population. Except for Psychologists, all other therapists work a 185 day contract. Psychologists currently work a 205 day contract. Dr. Kay Turner, Director of Special Services, reviewed all of the professional duties performed by our Psychologists and has determined that a shortened 195 day contract will provide sufficient time for them to complete 100% of their assigned tasks. In addition to Meet & Confer support, this recommendation is supported by the Special Services Director.

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board:

Move to approve a onetime longevity payment to all employees in their second continuous year or higher with the District, regardless of classification or hours worked, of \$350.00 payable on commencement of work for the 2012-13 school year.

Move to approve a change in the number of contract days for all Psychologists from 205 days to 195 days effective for the 2012-13 school year, with no change in contract wages.

Approved for transmittal to the Governing Board:



Dr. Paul H. Stanton Superintendent

Questions should be directed to: Phil Young @ 759-4006

ACTION ITEMS

Item 10E.

Principal Evaluation System

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 10 E
FROM: Phil Young, Director of Human Resources Reading
DATE: June 12, 2012 Discuss X
SUBJECT: Approval of New Principal Evaluation System Action X

OBJECTIVE: Goal #1 Raise the level of Student Achievement,
#2 Focus on Planning for Future Student Needs, and
#3 Increase Parental/Community Involvement

SUPPORTING DATA:

On April 25, 2011, the State Board of Education (SBE) passed an Arizona Framework for Measuring Educator Effectiveness. This action followed the passage of SB 1040 that directed the SBE to adopt and maintain a model framework for principal evaluation that includes quantitative data on student academic progress. Based on the requirements of SB 1040, our District was required to create a new Principal Evaluation System that met all of the law's provisions.

All Principals, along with Dr. Paul Stanton, Diana Green, Mariela Bean, and Phil Young, met together during the 2011-12 school year to work on creating a new evaluation system that fully complied with the Arizona Framework. At the same time, a number of HUSD administrators attended the Yavapai County Leadership Institute facilitated by Nancy Alexander. This group, which included administrators from around Yavapai County, created an excellent *draft* set of documents which became the core of the HUSD final evaluation system.

As part of the Arizona Framework, the SBE identified standards upon which the new principal evaluation must be based. The ISLLC (Interstate School Leaders Licensure Consortium) standards were selected to ensure that Arizona's Professional Administrative Standards aligned to national expectations. Those standards are reflected in our Principal Evaluation Form. The Framework also required that between 33% and 50% of a principal's evaluation be based on school-level data elements. Data from statewide assessments (e.g. AIMS, SAT 10, etc.) had to be used as at least one of the school-level elements. HUSD administrators opted to give the data component a 49% weighting.

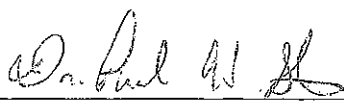
SUMMARY & RECOMMENDATION:

It should be noted that, while school level data is a required part of the new evaluation, the District will be unable to obtain AIMS data in time for spring rehire decisions since it arrives in late summer. Therefore, for *year one* of implementation, administrative rehire decisions will be made only using the six ISLLC standards reflected in the Principal Evaluation Form. The data components will be added in late summer, as available, and the final evaluation score will be calculated. This information will then be useful as a springboard for the next year's evaluation process. Also note that it is anticipated that the entire evaluation system may be revised at the end of the 2012-13 school year and brought back to the Board again at that time for approval. This will allow the data-specific components to be refined by the end of *year one* and firmed up for 2013-14.

It is recommended that the Governing Board:

Move to approve a new Principal Evaluation System as presented in the attached *Principal Performance Evaluation System 2012, Principal Evaluation Form, School Level Data, Summary Sheet, Principal Self Evaluation, and Principal Evaluation Rubric* documents which will go into effect for the 2012-13 school year.

Approved for transmittal to the Governing Board:


Dr. Paul H. Stanton Superintendent

Questions should be directed to: Phil Young @ 759-4006

HUMBOLDT UNIFIED SCHOOL DISTRICT #22

6411 N. Robert Road Prescott Valley, AZ 86314

PRINCIPAL PERFORMANCE EVALUATION SYSTEM 2012

BASED ON THE ARIZONA FRAMEWORK FOR MEASURING EDUCATOR EFFECTIVENESS

The Principal Evaluation forms and process are designed to meet the criteria described in ARIZONA REVISED STATUTE § 15-203(A)(38) The State Board of Education shall...*"adopt and maintain a model framework for a...principal evaluation instrument that includes quantitative data on student academic progress that accounts for between thirty-three percent and fifty per cent of the evaluation outcomes and best practices for professional development and evaluator training. School districts...shall use an instrument that meets the data requirements established by the State Board of Education to annually evaluate individual...principals beginning in school year 2012 – 2013."*

The goals of this document as well as the Arizona Framework for Measuring Educator Effectiveness are:

- To enhance and improve student learning;
- To use the evaluation process and data to improve principal performance;
- To incorporate multiple measurements of achievement;
- To communicate clearly defined expectations;
- To allow LEAs to use local instruments to fulfill the requirements of the framework;
- To reflect fairness, flexibility, and a research-based approach;
- To create a culture where data drives instructional decisions.
- To use the evaluation process and achievement data to drive professional development to enhance student performance.
- To increase data-informed decision making for students and evaluations fostering school cultures where student learning and progress is a continual part of redefining goals for all.

The evaluation instrument (the what) identifies those aspects of a principal's responsibilities that have been documented through research the role schools leaders should plan in raising student achievement. Incorporating clear and consistent standards and expectation into an evaluation model supports the core predictors of strong school leadership. The evaluation document has been modeled after the Educational Leadership Policy Standards: ISLLC 2008. These standards provide high-level guidance and insight about the traits, functions of work and responsibilities expected of school leaders. The evaluation process (the how) identifies critical components mandated by ARS § 15-203(A)(38) as well as best practices in evaluating principals and leaders.

The document begins with a yearly timeline to assist evaluators and principals identify tasks to be completed during the principal evaluation cycle. Multiple data collection sources are required. The timeline can be customized annually for each principal being evaluated and can be customized to meet school and District needs.

The evaluation form has three components. The first component is the *Principal Evaluation*

Form which is designed to be used to document evidence of the six ISLLC standards and which accounts for 51% of the evaluation outcomes. Evidence could include but not be limited to achievement data, demographic data, classroom walkthrough data collection, formal classroom observations, professional conversations and collection of artifacts. The ISLLC standards are:

- Standard 1: An education leader promotes the success of every student by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by all stakeholders.
- Standard 2: An education leader promotes the success of every student by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth.
- Standard 3: An education leader promotes the success of every student by ensuring management of the organization, operation, and resources for a safe, efficient and effective learning environment.
- Standard 4: An education leader promotes the success of every student by collaborating with faculty and community members, responding to diverse community interests and needs, and mobilizing community resources.
- Standard 5: An education leader promotes the success of every student by acting with integrity, fairness and in an ethical manner.
- Standard 6: An education leader promotes the success of every student by understanding, responding to, and influencing the political, social, economic, legal, and cultural context.

The second component is the documentation of the quantitative *School Level Data* on student academic progress and related progress data that accounts for forty-nine percent of the evaluation outcomes. The last component is a self-calculating *Summary Sheet*.

Principal-specific goals will be written in specific, measurable, attainable, realistic, and timely (SMART) format. Multiple data sources will be utilized in developing the goals. The principal's goals should focus on a growth model for overall student achievement.

Principal Evaluation Timeline 2012-13

SEPTEMBER	◦ Review Evaluation Document ◦ Review Evaluation Timeline ◦ Complete ISLLC Principal Self Evaluation ◦ Review Growth Model Points ◦ Verify Data Collection Items/Calendar ◦ Set Smart Goals ◦ Fall Walk-through/Sweep
JANUARY	◦ Midyear Walk-through/Sweep ◦ Mid-Year Data Collection ◦ Mid-Year Progress Report on Goals
MARCH	◦ Final Walk-through/Sweep ◦ Formal Written Evaluation ◦ Contract Recommendation
JULY	◦ Final Data/Documentation Added to Evaluation ◦ Goal Achievement ◦ Advanced Next Year Planning

HUMBOLDT UNIFIED SCHOOL DISTRICT

6411 N. Robert Road Prescott Valley, AZ 86314

Principal Evaluation Form

Principal: _____

School: _____

Date: _____

Evaluator: _____

Title: _____

STANDARD 1: SHARED VISION		Highly Effective (5)	Effective (4)	Developing (2)	Ineffective (0)	Evidence • Building Smart Goals • Building Mission & Vision (and how communicated) • Other
An education leader promotes the success of every student by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by all stakeholders.						
A.	Collaboratively develops and implements a shared vision and mission					
B.	Collects and uses data to identify goals, assess organizational effectiveness, and promote organizational learning					
C.	Creates/implements plans to achieve goals					
D.	Promotes continuous and sustainable improvement					
E.	Monitors and evaluates progress and revise plans					
Total Points Awarded		0	0	0	0	
Subtotal STANDARD 1		0				

STANDARD 2: CULTURE OF LEARNING		Highly Effective (5)	Effective (4)	Developing (2)	Ineffective (0)	Evidence • Record of complete teacher evaluations • Record of building professional development • Building Smart Goals • Other
An education leader promotes the success of every student by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth.						
A.	Nurtures and sustains a culture of collaboration, trust, learning, and high expectations					
B.	Creates/supports a comprehensive, rigorous, and coherent curricular program					
C.	Creates/supports a personalized and motivating learning environment for students					
D.	Supervises instruction					
E.	Develops/utilizes assessment and accountability systems to monitor student progress.					

STANDARD 2: CULTURE OF LEARNING (continued)					Evidence
An education leader promotes the success of every student by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth.					
		Highly Effective (5)	Effective (4)	Developing (2)	Ineffective (0)
F.	Develops the instructional and leadership capacity of staff				
G.	Maximizes time spent on quality instruction				
H.	Promotes the use of the most effective and appropriate technologies to support teaching and learning				
I.	Monitors and evaluates the impact of the instructional program				
Total Points Awarded		0	0	0	0
Subtotal STANDARD 2		0			

STANDARD 3: MANAGEMENT					
An education leader promotes the success of every student by ensuring management of the organization, operation, and resources for a safe, efficient, and effective learning environment.					
	Highly Effective (5)	Effective (4)	Developing (2)	Ineffective (0)	Evidence ◦ Building Emergency Response Plan ◦ Student Handbook ◦ Connected records ◦ Other
A. Monitors and evaluates the management and operational systems					
B. Obtains, allocates, aligns, and efficiently utilizes human, fiscal, and technological resources					
C. Promotes and protects the welfare and safety of students and staff					
D. Develops the capacity for distributed leadership					
E. Ensures teacher and organizational time are focused to support quality instruction and student learning					
Total Points Awarded	0	0	0	0	
Subtotal STANDARD 3					0

STANDARD 4: FAMILY AND COMMUNITY					Evidence
An education leader promotes the success of every student by collaborating with faculty and community members, responding to diverse community interests and needs, and mobilizing community resources.					
	Highly Effective (5)	Effective (4)	Developing (2)	Ineffective (0)	Connect Ed records • District survey results • Volunteer data • SITE Council and PTO minutes • "Special programs" records • Other
A. Collects and analyzes data and information pertinent to the educational environment					
B. Promotes understanding, appreciation, and use of the community's diverse cultural, social, and intellectual resources					
C. Builds and sustains positive relationships with families and caregivers					
D. Builds and sustains productive relationships with community partners					
Total Points Awarded	0	0	0	0	
Subtotal STANDARD 4					0

STANDARD 5: ETHICS					Evidence ◦ AZ SAFE reports ◦ Student Council minutes ◦ SITE Council and PTO minutes ◦ Other
An education leader promotes the success of every student by acting with integrity, fairness, and in an ethical manner.					
	Highly Effective (5)	Effective (4)	Developing (2)	Ineffective (0)	
A. Ensures a system of accountability for every student's academic and social success					
B. Models principles of self-awareness, reflective practice, transparency, and ethical behavior					
C. Safeguards the values of democracy, equity, and diversity					
D. Considers and evaluates the potential moral and legal consequences of decision-making					
E. Promotes social justice and ensures that individual student needs inform all aspects of schooling					
Total Points Awarded	0	0	0	0	
Subtotal STANDARD 5	0				

STANDARD 6: SOCIETAL CONTEXT		Highly Effective (5)	Effective (4)	Developing (3)	Ineffective (2)	Evidence Building staff meetings, etc. Administrative staff meeting attendance Record of District projects Organization memberships IEP meetings attendance Other
An education leader promotes the success of every student by understanding, responding to, and influencing the political, social, economic, legal, and cultural context.						
A.	Advocates for children, families, and caregivers					
B.	Acts to influence local, district, state, and national decisions affecting student learning					
C.	Assesses, analyzes, and anticipates emerging trends and initiatives in order to adapt leadership strategies					
Total Points Awarded		0	0	0	0	
Subtotal STANDARD 6		0				

Total Points Received

Total Points Possible -- Leadership (maximum) (51% of total)

0
155

HUMBOLDT UNIFIED SCHOOL DISTRICT

School Level Data

Principal: _____

School: _____

Date: _____

Evaluator: _____

Title: _____

SCHOOL-LEVEL DATA *		Highly Effective (25 ea.)	Effective (18 ea.)	Developing (12 ea.)	Ineffective (0 ea.)	Comments
School-level data elements account for 49% of Principal Evaluation.						
AIMS Reading (2% increase in the percent of tested students passing reading compared to the prior year OR as set at September pre-conference)						2%=HE 0%=E <0=PE Two year's <0%=I
AIMS Writing (2% increase in the percent of tested students passing writing compared to the prior year OR as set at September pre-conference)						2%=HE 0%=E <0=PE Two year's <0%=I
AIMS Math (2% increase in the percent of tested students passing math compared to the prior year OR as set at September pre-conference)						2%=HE 0%=E <0=PE Two year's <0%=I
School Letter Grade* (A=HE B=E C=PE D/F=I)						
*Increase one letter, increase one rating						
Survey Data (establish baseline data 2012-13, earns HE)						
Galileo Aggregate Grade Level/Content Level Data (establish baseline data 2012-13, earns HE)						
Total Points Award		0	0	0	0	0
Subtotal SCHOOL-LEVEL DATA		0				

Total Goal Attainment Points Possible -- Data (maximum) (49% of total)	150
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HUMBOLDT UNIFIED SCHOOL DISTRICT

Summary Sheet

Principal: _____
 School: _____
 Date: _____

Evaluator:
 Title: _____

Total Value of Instructional Leadership	0	Max. 155
Total Value of School Level Data	0	Max. 150
Total Combined Value	0	Max. 305

Highly Effective (275-305) The principal consistently demonstrates the listed functions and other actions that are above and beyond stated expectations. Principals that perform at this level should exceed goals and targets established. A Highly Effective rating means that the only areas for growth would be to further expand on the strengths and find innovative ways to apply it to the benefit of the school and district. Specific comments are required for rating a standard as Highly Effective. A Highly Effective rating means that performance is excellent. The employee is a top performer in this standard.
Effective (225-274) The principal demonstrates the listed functions most of the time. Performance in this area is satisfactory and similar to that of others regarded as good performers. The indicator of performance delivered when rating one as Effective is that performance is very good. There are areas remaining that require improvement to be considered an excellent performer in this standard.
Developing (183-224) The principal sometimes demonstrates the listed functions. A Partially Effective rating indicates that the employee performs well at times but requires more consistent performance overall. The principal demonstrates potential, but must focus on opportunities for improvement to elevate the performance in many standards. The principal may be placed on an improvement plan.
Ineffective (0-182) The principal rarely demonstrates the listed functions. The demonstrated performance of this principal requires intervention. A Not Effective rating indicates that performance is unsatisfactory and the principal requires significant improvement. Specific comments (i.e., evidence, explanation) are required when rating a standard Not Effective. The principal will be placed on an improvement plan.

LOOKING AHEAD: Professional Development Focus/Needs

Supervisor's Employment Recommendation (circle one): Renewal of Contract Non-Renewal of Contract

Principal Signature/Date

Supervisor Signature/Date

HUMBOLDT UNIFIED SCHOOL DISTRICT

6411 N. Robert Road
Prescott Valley, Arizona 86314

Principal Self Evaluation

The following self-assessment form is designed to help you reflect on areas, related to the ISLLC Standards, where you may want to focus your professional development efforts. You may use this information, combined with other sources of data, to help you determine the focus of your professional development plan. Under each standard, please circle where you see yourself: Not yet started (1) TO well established in my teaching (10).

Educational Leadership Standards											Professional Development Focus/Needs
(1) An education leadership promotes the success of every student by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is stated and supported by all stakeholders.											
Not yet started	1	2	3	4	5	6	7	8	9	10	well established in my school
(2) An education leader promotes the success of every student by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth.											
Not yet started	1	2	3	4	5	6	7	8	9	10	well established in my school
(3) An education leader promotes the success of every student by ensuring management of the organization, operation, and resources for a safe, efficient and effective learning environment.											
Not yet started	1	2	3	4	5	6	7	8	9	10	well established in my school
(4) An education leader promotes the success of every student by collaborating with faculty and community members, responding to diverse community interests and needs, and mobilizing community resources.											
Not yet started	1	2	3	4	5	6	7	8	9	10	well established in my school
(5) An education leader promotes the success of every student by acting with integrity, fairness and in an ethical manner.											
Not yet started	1	2	3	4	5	6	7	8	9	10	well established in my school
(6) An education leader promotes the success of every student by understanding, responding to, and influencing the political, social, economic, legal, and cultural context.											
Not yet started	1	2	3	4	5	6	7	8	9	10	well established in my school

Principal Evaluation Rubric

Standard 1: School Learning: An educational leader creates the conditions every student is achieving the development of learning and achievement and every stakeholder is engaged in the learning process and supporting the school's vision.				
Indicator	Highly Effective	Effective	Developing	Ineffective
A. Collaboratively develops and implements a shared vision and mission.	The school's vision and mission have been developed with all stakeholders involved. The whole school community is involved in school improvement efforts.	The school's vision and mission have been developed with some stakeholders involved. Parts of the school community are involved in school improvement efforts.	The school's vision and mission have been developed with a few stakeholders involved. Limited parts of the school community are involved in school improvement efforts.	The school's vision and mission, is unclear. The school community is not involved in school improvement efforts.
B. Collects and uses data to identify goals, assess organizational effectiveness, and promote organizational learning.	Yearly goals have been developed using data with objectives and strategies designed to achieve the vision. Barriers to achieving the vision are identified and addressed.	Yearly goals have been developed using data with some objectives and strategies designed to achieve the vision. Some barriers to achieving the vision are identified and addressed.	Yearly goals have been developed using data with a few objectives and strategies designed to achieve the vision. A few barriers to achieving the vision are identified and addressed.	Yearly goals are underdeveloped. Barriers to achieving the vision have not been identified or addressed.
C. Monitors and evaluates progress and revises plans.	Progress is monitored, evaluated and plans are revised as necessary.	Progress is monitored and evaluated.	Progress is infrequently monitored.	Progress is not monitored nor evaluated.
D. Creates and implements plans to achieve goals.	Goals are regularly monitored and supported with necessary resources. Goals are regularly evaluated and revised as necessary.	Goals are monitored and supported with necessary resources. Goals may be evaluated and revised as necessary.	Goals are infrequently monitored and supported with necessary resources. Goals may be evaluated at the end of the year.	Goals are not monitored and supported with necessary resources. Goals are not evaluated.
E. Promotes continuous and sustainable improvement.	Stakeholders use and regularly evaluate strategic processes and structures to promote the school's continuous and sustainable improvement.	Stakeholders have a process and structure in place for organizational improvement and uses it to assess the school.	Stakeholders provide selected staff with opportunities to discuss school improvement efforts.	Stakeholders assume that the school's improvement is either an event or the responsibility of a single individual.

Sample Evidence:

- Graphs showing student test scores over time
- Classroom improvement charts for attendance, behavior, or grades
- Information about activities and honors for clubs and interest groups
- Flyers, posters, newsletters

- Clearly articulated objectives and strategies
- A plan for use of existing resources
- A plan for acquiring additional needed resources
- Evidence of multiple opportunities to learn for all students
- Learning barriers are identified by analysis of school and community data and prioritized needs

- A thorough review process which articulates steps supporting continuous improvement
- Established date for annual review
- Ongoing schedule for monitoring the planning process.
- Recognition of achievements and accomplishments
- Provides results to stakeholders

Strategic Competencies for Educators: Advocating for Student Learning				
Indicator	Highly Effective	Effective	Developing	Ineffective
A. Nurtures and sustains a culture of collaboration, trust, learning, and high expectations.	Nurtures and sustains a culture of collaboration, trust, learning and high expectations by providing structured opportunities for cross role groups to design and implement innovative approaches to improving learning, work and practice.	Develops a culture of collaboration, trust, learning, and high expectations by encouraging staff to work together on key projects (e.g., induction process, program design, integrated curriculum, or other individual or organizational projects).	Encourages selected staff to expand their understanding of particular practices that support collaboration, co-facilitation or integrated curriculum design.	Provides selected individuals with basic information about various collaborative teaching, learning and work-related concepts or practices to several individuals.
B. Creates a comprehensive, rigorous, and coherent curricular program.	Engages students and teachers in designing and revising a learner-centered curricular program that integrates basic and higher level of thinking throughout and provides opportunities for students to emulate professionals and construct meaning as they engage in a thorough exploration of a concept, problem, issue, or question.	Creates a comprehensive, rigorous, and coherent curricular program that address all levels of thinking, enables students to develop knowledge and skills related to a concept, problem, or issue, and supports their construction of meaning during the most important lessons and tasks.	Establishes a curricular program focused primarily on recall, comprehension and factual knowledge acquisition that enables students to develop a basic understanding of a topic and/or process and includes few, if any, opportunities for them to construct meaning.	Promotes a curricular program that provides students with limited, surface or cursory exposure to a topic, concept or skill set and establishes or defines meaning for students, focusing on the recall of isolated concepts, skills and/or facts.
C. Creates a personalized and motivating learning environment for students.	Engages stakeholders (e.g., students, staff, parents) in developing and sustaining a learning environment that actively involves students in meaningful, relevant learning that is clearly connected to their experiences, culture and futures, and require them to construct meaning of concepts and processes in deductive and inductive ways.	Creates a personalized and motivating learning environment for students in which they are involved in meaningful and relevant learning opportunities that they recognize as connected to their experiences, needs and culture.	Create a learning environment in which students are passive recipients in learning opportunities that are only peripherally connected to their experiences or cultures.	Create a learning environment that relies on teacher-controlled classroom activities, rote learning, student compliance and learning opportunities that are disconnected from students' experiences, needs or cultures.
D. Supervises instruction.	Supervises instruction on an ongoing basis, and engages in collegial opportunities for learning, action research and/or inquiry related to best practices in teaching and learning.	Supervises instruction and makes explicit the expectation that teachers remain current in research-based, best practices and incorporate them into their own work.	Provides mixed messages related to expectations for instructional methodology and own understanding of "best practices."	Maintains a hand off approach to instruction.

E. Develops assessment and accountability systems to monitor student progress.	Facilitates regular use of easily accessible assessment and accountability systems that enable students, teachers, and parents to monitor student progress, teacher learning, uncover patterns and trends, and provides a way to contextualize student achievement, both inside history, and projected into the future.	Develops assessment and accountability systems to monitor student progress, uncover patterns and trends, and provide a way to contextualize current student strengths and needs inside a history that connects changes in teaching and learning to student achievement.	Assessment and accountability systems, through in place, are misaligned so that it is difficult to see how data from one explicitly relates to or informs the other.	Uses "accountability" to justify a system that links student achievement with accolades and blame.
F. Develops the instructional and leadership capacity of staff.	Develops and taps the instructional and leadership capacity of all stakeholders in the school organization to assume a variety of formal and informal leadership roles in the school.	Develops the instructional and leadership capacity of staff.	Invests in activities that promote the development of a select group of leaders.	Assumes titled leaders are able to handle administrative responsibilities and teacher to be able to instruct students.
G. Maximizes time spent on quality instruction.	Involves diverse stakeholders in uncovering issues that challenge time spent on quality instruction and in innovative approaches to dealing with them.	Maximizes time spent on quality instruction by protecting it from interruptions and inefficient scheduling, minimizing disruption to instructional time.	Allows actions that disrupt instructional time and distracts from learning (e.g., meetings, announcements, unplanned assemblies, phone calls to teacher in classrooms, etc.).	Initiates actions that interrupt instructional time and distract from learning (e.g., meetings, announcements, unplanned assemblies, phone calls to teachers in classrooms, etc.).
H. Promotes the use of the most efficient and appropriate technologies to support teaching and learning.	Engages varied perspectives in determining how to best integrate the use of the most effective and appropriate technologies into teaching, learning and the daily workings of the school.	Promotes the use of the most effective and appropriate technologies to student teaching and learning and ensures that necessary resources are available.	Provide the necessary hardware and software, and establishes the expectation that teacher will integrate technology into student learning experiences.	Is unaware of effective and appropriate technologies available.
I. Monitors and evaluates the impact of the instructional program.	Provides time and the expectation for students and staff to participate in multiple cycles of field testing, feedback and revision of the instructional program in order to monitor and evaluate its impact and make necessary refinements to support continuous improvement.	Gathers input from staff and surveys students as well as formal assessment data as part of process to monitor and evaluate the impact of the instructional program.	Evaluates the impact of the instructional program based on results of standardized assessments.	Judges the merit of the instructional program based on what is used by others.

Sample Evidence:

- Positive, supportive, professional relationships as part of the school culture
- Process in place for allocation of resources
- Support and assistance provided to students who are not making adequate progress
- Strategic organization and structure of faculty and staff
- Physically and emotionally safe learning environment
- School and classroom time designed for optimal student learning
- Needs-based, ongoing professional development opportunities
- Novice teachers supported by a mentor program
- Student teachers in training with master teachers
- Leadership based on shared decision making as appropriate

Professional Development plans:

- Are aligned to school goals
- Address the needs of staff (both certificated and classified)
- Contain plans for sustained growth activities
- May be supported during paid school time
- Allow for staff learning to be implemented in the classroom

Best Practices are documented by:

- Program strategy implementation
 - Progress checks and recommendations
 - End of program results, (Galileo, course finals)
- Evidence of support for lifelong learning includes:
- Course registration documents or sign in sheets
 - Written reflections on personal reading and study
 - Group/book study, notes or minutes
 - Results of SAI

Technology use is characterized by:

- Adequate, up-to-date equipment to meet the needs of the student population
- Evidence of student projects/products created with technology tools

Indicator	Highly Effective	Effective	Developing	Ineffective
A. Monitors and evaluates the management and operational systems.	School operational and organizational systems are managed efficiently and effectively, and monitored regularly to provide a safe, healthy, aesthetically pleasing and effective instructional environment. Fiscal resources are managed responsibly, efficiently and effectively. All school human, material, physical and time resources are managed to maximize organizational goals.	School operational and organizational systems provide an instructional environment that is generally safe, healthy and supportive of learning. Fiscal resources are managed responsibly. School human, material, physical and time resources are often focused on school goals.	The school's instructional environment is frequently ineffective due to poorly managed operational and organizational systems. The physical environment may be unsafe, unhealthy and/or unattractive. Fiscal resources are not systematically managed. The school's human, material, physical and time resources are often not used to support school goals.	School operational and organizational systems do not support an instructional environment. The school's physical environment is unsafe, unhealthy and/or unattractive. The school's human, material, physical and time resources are not managed to support organizational goals.
B. Obtains, allocates, aligns, and efficiently utilizes human, fiscal, and technological resources.	Considers vision and solicits input from various stakeholders in determining, obtaining, allocating and utilizing necessary human, fiscal and technological resources, aligning them with present and future needs.	Obtains, allocates, aligns, and efficiently utilizes human, fiscal, and technological resources.	Obtains human, fiscal and technological resources and allocates them without an apparent plan.	Obtains and uses human, fiscal and technological resources based on available funds or last year's budget instead of need.
C. Promotes and protects the welfare and safety of students and staff.	Engages multiple, diverse groups of stakeholders in defining, promoting and protecting the welfare and safety of students and staff, within and beyond school walls.	Promotes and protects the welfare and safety of student and staff.	Establishes rules and related consequences designed to keep students safe, but relies on inconsistent procedures.	Speaks to the importance of school safety, but is inconsistent in creating and implementing specific plans to ensure it.
D. Develops the capacity for distributed leadership.	Embeds distributed leadership into all levels of the organization by enabling administrative, teacher, student and parent leaders to assume leadership roles and co-creates a process by which today's leaders identify, support and promote the leaders of tomorrow.	Develops the capacity for distributed leadership by providing interested individuals with opportunities and support for to assuming leadership responsibilities and roles.	Shares "leadership" by providing others with limited responsibilities for tasks and functions but no decision making ability.	Considers self as the sole leader of the organization while allocating limited responsibilities for unwanted tasks to others.

E. Ensures teacher and organizational time is focused to support quality instruction and student learning.	Engages groups of students and teachers in determining how to best allocate and manage time to support ongoing and sustainable improvements in quality instructional practices and student learning.	Ensures teacher and organizational time is focused to support quality instruction and student learning.	Schedules time outside of the typical school day for teachers to support instruction and learning and allocates time as required to comply with regulations and mandates.	Allows staff to disperse at the end of the instructional day.
Sample Evidence: ◦ Cleanliness is maintained throughout the school ◦ Safety is maintained through functional fire alarms and suppression systems, safety exit systems and hazardous supply storage ◦ Energy conservation is maintained ◦ School funds are managed responsibly, efficiently and effectively Management decision reflect learning needs through: ◦ Monitoring schedules and forms ◦ Room arrangement plans ◦ Special spaces set aside for particular uses ◦ Learner groupings ◦ Shared planning time for teachers ◦ Self-guided learning zones			◦ School site council and the committee minutes and reports reflect awareness of emerging trends ◦ Newsletters ◦ Written policies and procedures ◦ Evidence of school wide training and use in conflict resolution strategies ◦ Disciplinary records reflect a rapid response to problems ◦ PBIS records ◦ Peer Mediation/ Anti Bullying records ◦ Wellness Program	

School Resource				
Indicator	Highly Effective	Effective	Developing	Ineffective
A. & B. Ensures that diversity is recognized and valued throughout the school community.	Diversity is recognized and valued. The school and community serve one another as resources.	Diversity is recognized and tolerated. The school and community participate in collaborative ventures.	Diversity is rarely acknowledged or valued. The school and community collaboration is minimal.	Diversity is not acknowledged. The school and community do not communicate or collaborate.
C. & D. Establishes partnerships with area businesses, institutions of higher education, community agencies, organizations and groups to strengthen programs and support school and system goals.	High visibility, active involvement and communication with the larger community are a school priority. Multiple partnerships are established with area businesses, institutions of higher education and community groups. Effective media relations are developed and maintained.	The school is committed to involvement and communication with the larger community. One or more partnerships are established with area businesses, institutions of higher education and community groups. The school seeks positive media relations.	Visibility, involvement and communication with the larger community are minimal. Limited relationships with community groups. The school rarely pursues positive media relations.	The school does not communicate with the larger community. The school has few or no partnerships with community groups. The school does not pursue positive media relations.
Sample Evidence: - Procedures are established and implanted to create a positive, inviting climate - Special programs are held and student projects are displayed to encourage positive attitudes towards diversity - Community resources are made available				
- Schedules of on-campus and off-campus activities - Letters requesting facilities, Letters of appreciation - Sign-in sheets from events - Posted student work, Photographs - Correspondence with parents - Mentoring schedules - PTO/PTA meeting minutes - Records of community based meetings - Partnerships with community are established				

Standard 5: Ethics A school administrator is an ethical leader who promotes the highest ethical standards of behavior for all members of the school community and who models and facilitates the same.

Indicator	Highly Effective	Effective	Developing	Ineffective
A. Treats people fairly, equitably and with dignity and respect.	Demonstrates values and attitudes that inspire others to higher levels of performance. Considers the impact of administrative practices on others.	Demonstrates values and attitudes that are acceptable to the school community. Occasionally considers the impact of administrative practices on others.	People are usually treated fairly. Inconsistently considers the impact of administrative practices on others.	People are not treated fairly. Attitude discourages high levels of performance. Ignores the impact of administrative practices on others.
B. & C. & D. & E. Understands various ethical perspectives and serves as a role model of ethical behavior and professional practice.	Demonstrates a personal and professional code of ethics. Examines personal and professional values, serves as a role model and uses the influence of the office to enhance the educational program.	Demonstrates awareness of professional ethics. Examines professional values, serves as a role model and occasionally uses the influence of the office to enhance the educational program.	Inconsistently demonstrates awareness of professional ethics. Inconsistently viewed as a role model and occasionally uses the influence of the office for personal gain.	Does not demonstrate a code of ethics. Is not accepted as a role model and uses the influence of the office for personal gain.

Sample Evidence:

- Surveys, reports, minutes of meetings, agendas
- Site Procedures
- Newsletters, memos and other communications

- Regular surveys of all stakeholder groups
- Minutes, agendas and schedules reflecting collaborative opportunities
- Policies and procedures are in place to involve public and respond proactively to identified concerns

Indicator	Highly Effective	Effective	Developing	Ineffective
A. Understands and influences the environment in which the school operates on behalf of the students and their families.	The environment in which schools operate is influenced on behalf of students and their families. Regular communication occurs among the school community concerning trends, issues and potential changes in the environment in which schools operate.	The school studies ways in which the environment in which schools operate may be influenced on behalf of students and their families. Communication processes have been initiated among the school community concerning trends, issues, and potential changes in the environment in which schools operate.	The school has limited involvement with the environment in which schools operate. There may be some communication among the school community concerning changes in the environment.	The school has no involvement with the environment in which schools operate. There is no communication among the school community concerning changes in the environment.
B. & C. Uses legal systems to protect and promote students' rights and improve students' opportunities within a framework of policies, laws and regulations enacted by local, state and federal authorities.	The school community works within the framework of policies, laws and regulations enacted by local, state, and federal authorities. Public policy is shaped to provide quality education for students. Lines of communication are developed with decisions makers outside the school community.	Parts of the school community works within the framework of policies, laws and regulations enacted by local, state and federal authorities. May occasionally seek input to public policy on behalf of students. Some lines of communication exist with decision makers outside the school community.	The school occasionally violates policies, laws and regulations enacted by local, state and federal authorities. The school rarely uses political means to support education. Minimal communication lines exist with decision makers outside the school community.	The school violates the framework of policies, laws and regulations enacted by local, state, and federal authorities. The school does not participate in shaping policy. There are no lines of communication with decision makers outside the school community.

Sample Evidence:

- Information about policies, laws, and regulations is shared throughout the community
- Memos, newsletters, meeting minutes, reports, programs, posters and flyers.
- Participation in ELT administrative team, leadership opportunities, committees, meetings and projects
- Current issues in education are addressed at the school level through memos, newsletters, programs and meetings

- Principal facilitates communication among the school community concerning the environment
- Building specific actions relating to Board Goals 2 and
- Participation in SITE Councils, PTO's
- School programs, seasonal activities

ACTION ITEMS

Item 10F.

Teacher
Evaluation System
(postponement)

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 10 F

FROM: Dan Streeter, Incoming Director of Human Resources, Reading
and Phil Young, Director of Human Resources

DATE: June 12, 2012 Discuss X

SUBJECT: Approval to Postpone Full Implementation of New Teacher Evaluation System Action X

OBJECTIVE: Goal #1 Raise the level of Student Achievement and
#2 Focus on Planning for Future Student Needs

SUPPORTING DATA:

On April 25, 2011, the State Board of Education (SBE) passed an Arizona Framework for Measuring Educator Effectiveness. This action followed the passage of SB 1040 that directed the SBE to adopt and maintain a model framework for teacher evaluation that includes quantitative data on student academic progress. Based on the requirements of SB 1040, our District will need to create a new Teacher Evaluation System that meets all of the law's provisions.

SB 1040 required that the new teacher evaluation be in place at the start of the 2012-13 school year. However, the subsequent passage of SB2823 allows districts to elect to postpone full implementation of the new teacher evaluation until school year 2013-14 if the Governing Board adopts a plan that includes:

- o Before September 30, 2012, 1) a timeline for implementation by the 2013-2014 school year, 2) a plan for engaging teachers and other interested stakeholders, and 3) a plan to determine how the evaluations will guide professional development.
- o Before December 31, 2012, 4) an instrument or instruments considered for the evaluation and 5) the percentage of the outcome of the evaluation in accordance with the teacher evaluation framework.

To begin the process of creating a new teacher evaluation system, a committee was formed and convened on May 3, 2012. Committee members included:

Brian Mulcahy – BMHS Teacher	Linda Schwandt – BMMS Teacher
Sandra Clark – GHMS Special Education Teacher	Libby Wood – Bright Futures PreK Teacher
Carrie Barros – CSES Teacher	Kristine Kreutter – GES Teacher
Beth Denman – HES Teacher	Karen Wagner – LVES Teacher
Kenneth VanEmmerik – LTS Teacher	Diane Lerette – MVES Reading Specialist
Helen Dickerson – BMHS Fine Arts Teacher	Dave Capka – BMHS CTE Teacher
Jan Wissell – BMHS Counselor	Marty Boles - GHMS Physical Education Teacher
Cole Young – Elementary Principal	Dr. Terri Matteson – Middle School Principal
Dan Streeter* – BMHS Principal	Phil Young* – Director of Human Resources
Diana Green – Director of Educational Services	Dr. Paul Stanton - Superintendent

*For the 2012-13 school year, Kort Miner will replace Dan Streeter and Dan Streeter will replace Phil Young.

After a review of the task ahead, the committee agreed that postponing implementation of a new teacher evaluation system was desirable. This decision was based primarily on the fact that there is a current lack of valid, reliable, and timely student-specific data available to be used for evaluating every subject/grade/specialty teaching assignment within the District. The committee strongly believed that additional time was needed to identify/develop appropriate student-specific data elements for every unique teaching assignment before implementing the new evaluation system.

SUMMARY & RECOMMENDATION:

Therefore, the following plan is being proposed (refer to numbering, above, in plan requirements).

1) Timeline

- The Teacher Evaluation Committee will reconvene prior to Labor Day to continue work on the new evaluation system.
- All documents relating to the new evaluation system will be developed and brought to the Board for consideration/approval by December, 2012.
- During 2nd semester, a select group of teachers will be evaluated using the new evaluation system, providing an opportunity to fine tune to process and determine associated *training needs*.
- Full implementation of the new evaluation system will take place during the 2013-14 school year.

2) Stakeholders

- The current committee membership includes teachers with a wide variety of grade and subject specialties. Administrative representation also covers different levels/specialties. As meetings progress, members will be responsible for reporting back to their professional peers to assure all stakeholders are kept informed.
- At least one after school/evening meeting will be held in October of 2012 where all professional staff and community members will be invited to learn about the committee's progress and the evolving teacher evaluation system components. This will allow all stakeholders to provide additional input into the development process.

3) Professional Development

- Similar to the Principal Evaluation System, the Teacher Evaluation System will include some form of a "self-evaluation/pre-conference" component at the start of the annual process. In whatever form it takes, there will be an opportunity for both the person being evaluated and the evaluator to request/suggest personalized relevant professional development opportunities at that time. Those ideas from all self-evaluations/pre-conferences will be funneled to the Director of Educational Services who will plan District professional development activities to address the more pressing needs and develop an annual professional development calendar.
- At the conclusion of each year's evaluation, there will be a step where both the person being evaluated and the evaluator can request/suggest personalized relevant professional development for the coming year. This collective data will also be useful in developing the next year's professional development calendar.
- In addition to the new evaluation system, teachers in their first and second year with the District will participate in a mentoring program, working with Instructional Specialists. Mentoring activities will include focused professional development. Teachers on their third year with the District will continue to be offered additional support on an as-needed basis and as specified during the evaluation process by the evaluator and teacher.

4) Instruments

- All documents relating to the new evaluation system will be developed and brought to the Board for consideration/approval by December, 2012.

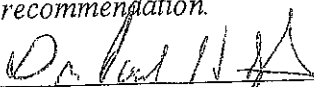
5) Percentage Weighting

- By December, 2012, as part of the new evaluation system which will be brought to the Board, the weighting of the *leadership* and *data* components will be identified.

It is recommended that the Governing Board:

Move to postpone the full implementation of the new teacher evaluation requirements until school year 2013-14 based on the plan presented in the above recommendation.

Approved for transmittal to the Governing Board:


Dr. Paul H. Stanton Superintendent

Questions should be directed to: Dan Streeter @ 759-4104 or Phil Young @ 759-4006

ACTION ITEMS

Item 10G.

Increase Hours
IEP Facilitator

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board

Item # 106

FROM: Dr. Kay B. Turner, Special Services Director

Reading

DATE: June 12, 2012

Discuss

✓

SUBJECT: Add 10 hours/week to the IEP Facilitator position to be paid with IDEA grant funds

Action

✓

OBJECTIVE: Goal #1 Raise the Level of Student Achievement and #2 Focus on Planning for Future Student Needs

SUPPORTING DATA:

For many years we had a .75 FTE IEP Facilitator paid from IDEA grant funds and a .75 Preschool Coordinator position paid from M&O. Two years ago, during the recession, we cut ten hours per week from both positions to save money.

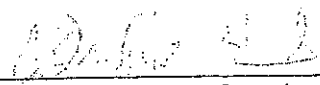
We now need to add back the 10 hours per week to the IEP Facilitator position in order to help keep the District in compliance with the ever-increasing State and Federal mandates.

We have the capacity to fund the extra ten hours a week from the IDEA grant with no impact to M&O.

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board move to approve *increasing the IEP Facilitator position by 10 hours per week (from .5 FTE to .75 FTE) with the additional funding paid from the IDEA grant.*

Approved for transmittal to the Governing Board:


Dr. Paul H. Stanton, Superintendent

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

ACTION ITEMS

Item 10H.

GEAR UP

Positions

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 104
FROM: Diana Green, Director of Educational Services Reading
DATE: June 12, 2012 Discuss X
SUBJECT: Approval of GEAR UP Staff Positions Action X

OBJECTIVE: Goal 1 Raise the level of Student Achievement, #2
Focus on Planning for Future Student Needs and #3
Increase Parental/Community Involvement

SUPPORTING DATA:

GEAR UP stands for *Gaining Early Awareness and Readiness for Undergraduate Programs* and is a federally funded program. Humboldt Unified School District, in partnership with Northern Arizona University, has just received a \$1,400,000 six year grant which will provides \$242,000 per year for staffing, training, materials and supplies to actively promote student success in grades 7 through 12. The *GEAR UP Overview/History* and *NAU/Arizona GEAR UP 2012-2019* documents (attached) provide details regarding this excellent program.

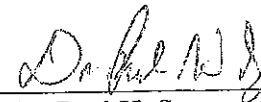
SUMMARY & RECOMMENDATION:

To begin implementation of this exciting program, the District will need to hire two (2) *GEAR UP Coordinators* and one (1) *GEAR UP Assistant* to support the program's activities (see attached job descriptions). All staff costs will be paid by GEAR UP funds.

It is recommended that the Governing Board:

Move to approve two (2) GEAR UP Coordinator positions and one (1) GEAR UP Assistant position as described in the attached job descriptions, with all funds coming from GEAR UP funds.

Approved for transmittal to the Governing Board:


Dr. Paul H. Stanton Superintendent

Questions should be directed to: Diana Green @ 759-5045



NAU/ARIZONA GEAR UP

Gaining Early Awareness and Readiness for Undergraduate Programs



GEAR UP Overview/History

History / Purpose: GEAR UP is a federally-funded college-access program started in 1999, authorized under the Higher Education Opportunity Act (HEOA). Since 1999, GEAR UP has served over 1.2 million students in 48 states, Washington D.C., Puerto Rico and other US territories. The purpose of GEAR UP is to significantly increase the number of students from low-income communities who graduate from high school prepared to enter and succeed in postsecondary education.

How it Works: The U.S. Department of Education awards six- or seven-year grants to States and to Partnerships between universities and economically disadvantaged schools (defined as free- or reduced-lunch rate of at least 50%). Successful applicants must match the federal award, dollar-for-dollar. Grantees serve an entire class of students beginning in grade seven, and follow the cohort through high school (and/or the first year of college). State grants also implement school- and state-level initiatives aimed at improving college and career readiness.

GEAR UP in Arizona: Since 1999, Arizona has been the recipient of nine Partnership and three State grants. From 2000 to 2006, Northern Arizona University (NAU) administered both the State grant, and a Partnership grant (AZ GEAR UP I). In July 2006, NAU was awarded \$17 million in federal funds to administer the Arizona GEAR UP 2006-2012 State grant (AZ GEAR UP II). In July 2012, NAU received \$30 million in federal funds for implementation of Arizona GEAR UP 2012-2019, on behalf of the state (AZ GEAR UP III).

AZ GEAR UP I: Between 2000 and 2006, AZ GEAR UP served nearly 4,000 students, attending 19 targeted, geographically diverse schools in seven counties. Professional evaluations showed that, compared to matched controls, GEAR UP students were more likely to: stay in school; be promoted to the next grade level; meet or exceed AIMS middle school standards; score better on the Stanford 9, and receive mentor support. Ultimately, compared to the State average, the high school graduation rate was significantly higher for the GEAR UP cohort in 2006 (82% for GEAR UP vs. 70% State average). Most significantly, the college-going rate for the GEAR UP Class of 2006 was more than double the State average (75% vs. 31%).

AZ GEAR UP II: During the first two years of the 2006-12 AZ GEAR UP project, more than 1700 students were served through partnerships with 18 middle schools in Coolidge, Flagstaff, Miami, Globe, Phoenix and Yuma. These students transitioned to eight high schools in these communities and graduated in May/June 2012. Outcomes of AZ GEAR UP II will be available in Fall 2012.

During AZ GEAR UP I & II, NAU partnered with public and private entities across the state to implement a variety of initiatives to enhance preparation for, and access to, postsecondary education. Partners included the Governor's Office, Arizona Commission for Postsecondary Education, Arizona Department of Education, Arizona State University, Qwest Foundation, the New York Times Knowledge Network, the Virginia G. Piper Charitable Trust, USA Funds, and the Arizona College Scholarship Foundation (ACSF).

AZ GEARUP III: Arizona GEAR UP 2012-2019 replicates the successful GEAR UP cohort model (In-School Partnerships) implemented over the past decade and adds a Middle Grade Initiative (MGI) component that will significantly improve by 2018, the college and career readiness of three-fourths of the state's low-income middle grade students. AZ GEAR UP III also expands partnerships with local, state and national agencies through the Collaboration component.

For further Information: GEAR UP Principal Investigator Dr. Daniel L. Kain, Vice-Provost, NAU (928) 523-7139; Project Director Teena Olszewski, State GEAR UP Office (602) 776-4613.

Component Descriptions:

The **In-School Partnership component** encompasses 19 middle schools and 12 high schools in the following school districts: Douglas Unified, Holbrook Unified, Humboldt Unified, Kingman Unified, Winslow Unified, Bullhead City Elementary, Mohave Valley Elementary, Casa Grande Elementary, Toltec Elementary, Colorado River Union, Casa Grande Union, Mingus Union and Yuma Union. The parties to each Partnership are Northern Arizona University and one or more school districts named in the federal proposal. Grant-paid GEAR UP **site coordinators**, local to each of the participating schools, shepherd the 2018 cohort from each partnership toward pursuit of postsecondary education. The **site coordinators** move with the cohort through each grade from middle through high school.

GEAR UP supports multiple, overlapping, research-based strategies, interventions and services to foster student achievement. Specific GEAR UP strategies, interventions, activities, programs and features of NAU/AZ GEAR UP 2012-2019 in partner schools may include:

- Academic Advisement
- Academic and Attendance Monitoring and Intervention
- Annual Postsecondary Education Planning Sessions (PEPS)
- Capacity Building/Professional Development (Transition to Common Core Standards)
- Career Exploration/Exposure
- College and Career Readiness System (CCRS) [EXPLORE, PLAN, ACT]
- College Visits
- Credit Recovery
- Family Newsletters
- Financial Aid Information and FAFSA Assistance
- Mentoring
- Parent Involvement, Advisement
- Skill Building Student Workshops
- Scholarship and College Application Assistance
- Summer Enrichment
- Transition Programs (Middle to High School)
- Tutoring/Test Preparation (Academic Mentoring)

Site specific work plans and budgets guide the GEAR UP services provided in the partner schools. NAU developed the 2012-13 work plan based on grant requirements and baseline data submitted by the schools. In each subsequent year, districts/schools, in collaboration with the NAU GEAR UP Leadership Team, will develop work plans and budgets to meet their specific needs.

The **Middle Grade Initiative (MGI) component** aims to significantly increase the number of low-income 8th graders who enter high school on-track to be college and career ready through three annual activities over a six year period: (1) administration of ACT's EXPLORE assessment to 8th graders in low-income schools, (2) workshops to train school-designated *College and Career Coaches* to interpret results with students and their families and to prepare each student's pre-high school Education and Career Action Plan (ECAP), and (3) professional development for middle grade teachers and administrators on using EXPLORE data to modify curricula and instruction to improve student achievement and school performance. This component will impact at least 30,000 students, attending over 200 low-income districts and charter holders, each year of the grant. Middle schools that are involved with GEAR UP through the **In-School Partnership component** will benefit from this component each year of the grant, even after the GEAR UP cohort has moved on to high school.

**HUMBOLDT UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION**

Title: GEAR UP Coordinator

Classification: Classified Term Contract

Reports To: Director of Educational Services

Contract: 12 Month (225 Days), Full-time, Salary paid on Teacher Salary Schedule with Extra Days

General Duties:

This is a professional student-support position responsible for managing the delivery and implementation of core interventions and services, for students and their families, as outlined in annual school-specific GEAR UP work plans and budgets. Coordinators execute the plans and develop the types of trusting relationships with students and families that have been shown to foster student success. The position may include some supervisory responsibilities. GEAR UP stands for *Gaining Early Awareness and Readiness for Undergraduate Programs* and is a federally funded partnership between Northern Arizona University and Humboldt Unified School District.

In conjunction with NAU/GEAR UP administrators, and the School GEAR UP Site Team, the GEAR UP Coordinator works to ensure that the terms specified in the subcontract between NAU and the school district are met. As an advocate for GEAR UP students, the GEAR UP Coordinator is a leader within the school whose primary job is to promote:

- Students' successful academic performance and preparation for each educational transition;
- Increased educational expectations for postsecondary education;
- Students' successful completion of high school (including passing AIMS);
- Students' academic, financial, and social preparation for postsecondary educational opportunities; and
- Students' and parents' knowledge of postsecondary options.

Performance Duties:

1. Monitor GEAR UP student grades / credits to promote on-time graduation and completion of college pre-requisite curriculum.
2. Supplement school's efforts to help GEAR UP students pass AIMS.
3. Facilitate /organize postsecondary-planning sessions for all GEAR UP students.
4. Provide grade level appropriate information about career and college options, preparation, and financial support opportunities to GEAR UP students.
5. Provide GEAR UP parents with advice and information on college planning and financial aid resources.
6. Assist GEAR UP students and parents with FAFSA, college and scholarship applications.
7. Outreach to GEAR UP students who have withdrawn with a status of "dropout" or "unknown".
8. Facilitation of PSAT, SAT and ACT registration and preparation.
9. Recognize and celebrate student success.
10. Monitor the success of the project, including levels of participation, quality of activities, and impact in terms of student achievement, attendance, educational expectations, and behaviors.
11. Maintain accurate and complete records of student data and participation in GEAR UP activities, and submit on a timely basis to NAU.

**HUMBOLDT UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION**

12. Provide records or written reports as required by NAU for grant compliance.
13. Leverage community resources, solicit in-kind contributions of goods and services from external sources, and maintain proper records for all expenditures.
14. Coordinate all aspects of school mentoring /tutoring initiatives for GEAR UP students.
15. Complete other tasks as specified in Annual Work Plans.
16. Periodic travel to Phoenix for Team Meetings and out-of-state travel to annual conference, required.

Qualifications/Competencies:

- Strong oral communication skills in English
- Able to read/write well in English
- Able to sit for extended periods of time
- Able to safely lift up to twenty (20) pounds
- Bachelor's Degree or higher in education, counseling, social work, child development or related field;
- At least one year of experience working with middle school or high school students;
- Successful experience in student support roles
- Knowledge of secondary education requirements
- Knowledge of postsecondary education options, application procedures and admission requirements
- Knowledge of financial aid and scholarship opportunities and application processes
- Strong ability to communicate with students, parents and school staff verbally and in writing
- Excellent program coordination skills, including demonstrated record of completing tasks on time and within budget

Continuing Education/ Training:

Training as directed by supervisor

Clearances:

Criminal Justice/ Fingerprint Clearance

**HUMBOLDT UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION**

Title: GEAR UP Assistant

Classification: 7

Reports To: Director of Educational Services

Work Agreement: 209 Days, 35 Hrs/Week

General Duties:

This position provides administrative support for the GEAR UP Coordinator(s) hired by the school district to manage the implementation of core interventions and services for students and their families as outlined in annual school-specific GEAR UP work plans and budgets. GEAR UP stands for *Gaining Early Awareness and Readiness for Undergraduate Programs* and is a federally funded partnership between Northern Arizona University and Humboldt Unified School District.

The GEAR UP Assistant performs a variety of office, clerical, word processing and/or data-entry duties related to the GEAR UP grant. The Assistant is supervised by the GEAR UP Coordinator(s) and designated school staff to assist maintain accurate and complete records of student data and participation in GEAR UP activities; to assist with GEAR UP event/service planning; to submit data on a timely basis to NAU; and to perform other duties related to administrative support for the GEAR UP Coordinators(s).

Performance Duties:

1. Provides general information in response to inquiries in person or by telephone; refers inquiries to GEAR UP Coordinator (s), as appropriate.
2. Files and cross-indexes documents and correspondence according to prescribed methods.
3. Operates copiers, calculators, personal computers, fax machines, or other basic office equipment found in the GEAR UP office (s).
4. Assembles and or/compiles a variety of data from GEAR UP Coordinators for entry into a database, or for submission to NAU for entry.
5. As directed, distributes or mails GEAR UP Newsletters and other information to GEAR UP families.
6. Prepares work orders, supply requisitions, requests for special data or similar actions within established limits and procedures; obtains appropriate signatures.
7. Makes arrangements for meetings by scheduling facilities and services according to instructions from GEAR UP Coordinators.

Qualifications/Competencies:

- Strong oral communication skills in English
- Able to read/write well in English
- Able to sit for extended periods of time
- Able to safely lift up to twenty (20) pounds
- Associates' Degree, or higher in a related field.
- Two years of secretarial/clerical experience; or certificate in secretarial science and one year of secretarial/clerical experience; or any equivalent combination of experience, training and/or education.
- Knowledge of generic office procedures and practices.

**HUMBOLDT UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION**

- Skill in basic arithmetic, grammar and spelling.
- Skill in general record keeping.
- Skill in the operation of a variety of office machines including personal computers, telephones and copiers.
- Knowledge of Microsoft Word and Excel; data entry experience preferred.
- Ability to effectively communicate with students, families and other school staff.
- The ability to work effectively with people from a variety of culturally diverse backgrounds.

Continuing Education/ Training:

Training as directed by supervisor

Clearances:

Criminal Justice/ Fingerprint Clearance

ACTION ITEMS

Item 101.

Summer Institute
Stipends

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 10 I
FROM: Diana Green, Director of Educational Services Reading
DATE: June 12, 2012 Discuss X
SUBJECT: Approval of Summer Institute Stipends Action X

OBJECTIVE: Goal #1 – Raise the level of Student Achievement

SUPPORTING DATA:

For the second year, Title IIa Grant funds have been available to support a Summer Institute for teachers. The funds are used to pay stipends for Instructors who conduct the sessions and stipends for teachers who attend. This year's workshops included:

- Common Core English/Language Arts (two 2-day workshops)
Stipend for Instructor - \$1,000.00
- Common Core Mathematics (2-day workshop)
Stipend for Instructor - \$500.00
- Middle School Teaching Strategies (1-day workshop)
Stipend for Instructor - \$250.00
- Teaching Math Inductively for Grades 2-3 (2.5 day workshop)

Teachers attending the Summer Institute will receive \$100/day for the workshops they attend. The Summer Institute will run from May 29th through June 4th.

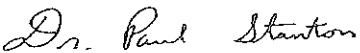
SUMMARY & RECOMMENDATION:

Based on end-of year budget numbers, the District will be able to pay teacher participants a \$100 per day stipend for attendance at the various workshops. The District will also be able to pay local presenters from HUSD a stipend of \$250 per day to conduct the presentations. Given the long-term benefits in the classroom as teachers are trained on research-based instructional practices, this represents a very reasonable investment of grant funds.

It is recommended that the Governing Board:

Move to approve a \$100 per day stipend for 2012 Summer Institute teachers participants, and \$250 per day stipend for 2012 Summer Institute presenters, with all funds coming from existing Title IIa Grant funds.

Approved for transmittal to the Governing Board:



Dr. Paul H. Stanton Superintendent

Questions should be directed to: Diana Green @ 759-5045

PERSONNEL

Item 11A.*

Superintendent Evaluation Report

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 11A
FROM: Howard Moody, Board President Reading
DATE: June 12, 2012 Discuss X
SUBJECT: Report of the evaluation of the Superintendent, Dr. Paul H. Stanton Action X

OBJECTIVE: Board Governance

SUPPORTING DATA:

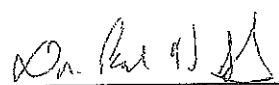
Board President Moody will give a brief report regarding the Superintendent's evaluation that took place on April 23, 2012. The Board may vote to accept the report.

SUMMARY & RECOMMENDATION:

Sample Motion:

I move to accept the 2012 evaluation report for Superintendent Stanton.

Approved for transmittal to the Governing Board:


Dr. Paul H. Stanton, Superintendent

Questions should be directed to:

Board President Howard Moody by email at howard.moody@humboldtunified.com

PERSONNEL

Item 11B.*

Unpaid LOA
(Wicks)

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 116
FROM: Phil Young, Director of Human Resources Reading
DATE: June 12, 2012 Discuss X
SUBJECT: Request for Leave of Absence by certified employee, Action X
Linda Sharkey-Wicks

OBJECTIVE: Board Governance

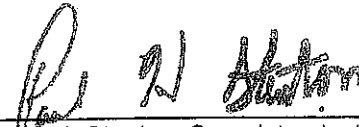
SUPPORTING DATA:

SUMMARY & RECOMMENDATION:

Sample Motion:

I move to approve an unpaid leave of absence for certified employee Linda Sharkey-Wicks for the period of

Approved for transmittal to the Governing Board:


Dr. Paul H. Stanton, Superintendent

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

PERSONNEL

Item 11C.*

Classified
Termination

(Rogers)

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 11c

FROM: Dr. Paul H. Stanton, Superintendent, and Phil Young, Reading
Director of Human Resources

DATE: June 12, 2012 Discuss X

SUBJECT: Approval to Terminate Classified At-Will Work Action X
Notice for Title 1 Aide Margaret Rogers

OBJECTIVE: Goal # Personnel

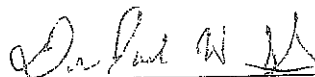
SUPPORTING DATA:

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board:

Move to approve the termination of classified at-will Title 1 Aide Margaret Rogers effective June 12, 2012.

Approved for transmittal to the Governing Board:


Dr. Paul H. Stanton, Superintendent

Questions should be directed to: Phil Young @ 759-4006

PERSONNEL

Item 11D.*

Classified
Termination

(Luckenbill)

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 110
FROM: Dr. Paul H. Stanton, Superintendent, and Phil Young, Reading
Director of Human Resources
DATE: June 12, 2012 Discuss X
SUBJECT: Approval to Terminate Classified At-Will Work Action X
Notice for Title 1 Aide Monica Luckenbill

OBJECTIVE: Goal # Personnel

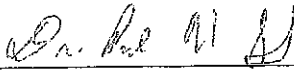
SUPPORTING DATA:

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board:

Move to approve the termination of classified at-will Title 1 Aide Monica Luckenbill effective June 12, 2012.

Approved for transmittal to the Governing Board:


Dr. Paul H. Stanton, Superintendent

Questions should be directed to: Phil Young @ 759-4006

PERSONNEL
Item 11E.*

Classified
Termination

(Basket)

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 11E
FROM: Dr. Paul H. Stanton, Superintendent, and Phil Young, Reading
Director of Human Resources
DATE: June 12, 2012 Discuss X
SUBJECT: Approval to Terminate Classified At-Will Work Action X
Notice for Custodian Cody Baskit

OBJECTIVE: Goal # Personnel

SUPPORTING DATA:

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board:

Move to approve the termination of classified at-will Custodian Cody Baskit effective June 12, 2012.

Approved for transmittal to the Governing Board:


Dr. Paul H. Stanton, Superintendent

Questions should be directed to: Phil Young @ 759-4006

PERSONNEL

Item 11F.*

Classified
Termination

(Jack)

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 11F
FROM: Dr. Paul H. Stanton, Superintendent, and Phil Young, Reading
Director of Human Resources
DATE: June 12, 2012 Discuss X
SUBJECT: Approval to Terminate Classified At-Will Work Action X
Notice for Lead Night Custodian James Jack

OBJECTIVE: Goal # Personnel

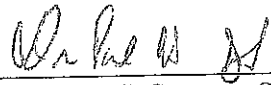
SUPPORTING DATA:

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board:

Move to approve the termination of classified at-will Lead Night Custodian James Jack effective June 12, 2012.

Approved for transmittal to the Governing Board:


Dr. Paul H. Stanton, Superintendent

Questions should be directed to: Phil Young @ 759-4006

PERSONNEL

Item 11G.*

Classified
Termination

(Lewis)

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 116
FROM: Dr. Paul H. Stanton, Superintendent, and Phil Young, Reading
Director of Human Resources
DATE: June 12, 2012 Discuss X
SUBJECT: Approval to Terminate Classified At-Will Work Action X
Notice for Bus Driver Lisa Lewis

OBJECTIVE: Goal # Personnel

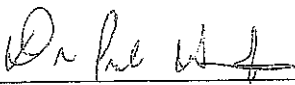
SUPPORTING DATA:

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board:

Move to approve the termination of classified at-will Bus Driver Lisa Lewis effective June 12, 2012.

Approved for transmittal to the Governing Board:


Dr. Paul H. Stanton, Superintendent

Questions should be directed to: Phil Young @ 759-4006