

CONSENT

Item 10D.

Student Activities

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 100

FROM: Cynthia Windham Reading
Finance Director

DATE: September 11, 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.

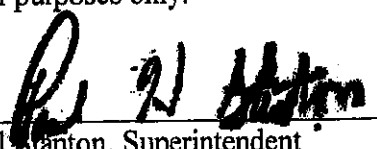
This report identifies the schools with a “unit” number and the “course” number identifies the club.

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

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

From Date: 7/1/2011

To Date: 8/31/2012

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
850.100.1000.6000.110.1319	GENERIC EXPENSE	\$12,708.82	\$0.00	\$0.00	\$12,708.82	\$0.00	\$12,708.82	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	\$1,090.23	\$1,090.23	(\$1,090.23)	\$0.00	(\$1,090.23)	0.00%
850.610.1000.6731.110.1319	TECHNICAL SERVICES	\$0.00	\$458.87	\$458.87	(\$458.87)	\$0.00	(\$458.87)	0.00%
850.610.2190.6340.110.1319	COURSE: STUDENT COUNCIL - 1319	\$12,708.82	\$5,957.18	\$5,957.18	\$6,751.64	\$0.00	\$6,751.64	53.13%
	UNIT: LVES - 110	\$12,708.82	\$5,957.18	\$5,957.18	\$6,751.64	\$0.00	\$6,751.64	53.13%
850.100.1000.6000.120.1319	GENERIC EXPENSE	\$3,821.40	\$0.00	\$0.00	\$3,821.40	\$0.00	\$3,821.40	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%
850.610.2190.6340.120.1319	TECHNICAL SERVICES	\$0.00	\$200.00	\$200.00	(\$200.00)	\$0.00	(\$200.00)	0.00%
850.610.2190.6340.120.1319	COURSE: STUDENT COUNCIL - 1319	\$3,821.40	\$2,533.14	\$2,533.14	\$1,288.26	\$0.00	\$1,288.26	33.71%
850.100.1000.6000.120.1362	GENERIC EXPENSE	\$1,495.77	\$0.00	\$0.00	\$1,495.77	\$0.00	\$1,495.77	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%
850.610.1000.6890.120.1362	COURSE: NATIONAL HONOR SOCIETY - 1362	\$1,495.77	\$787.94	\$787.94	\$707.83	\$0.00	\$707.83	47.32%
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	\$20,015.31	\$0.00	\$0.00	\$20,015.31	\$0.00	\$20,015.31	100.00%
850.400.2710.6510.125.1319	STUDENT TRANS SVS	\$0.00	\$821.38	\$821.38	(\$821.38)	\$0.00	(\$821.38)	0.00%
850.610.1000.6340.125.1319	TECHNICAL SERVICES	\$0.00	\$695.00	\$695.00	(\$695.00)	\$0.00	(\$695.00)	0.00%
850.610.1000.6610.125.1319	GENERAL SUPPLIES	\$0.00	\$7,331.20	\$7,331.20	(\$7,331.20)	\$0.00	(\$7,331.20)	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%
850.610.2190.6340.125.1319	TECHNICAL SERVICES	\$0.00	\$150.00	\$150.00	(\$150.00)	\$0.00	(\$150.00)	0.00%
850.610.2190.6340.125.1319	COURSE: STUDENT COUNCIL - 1319	\$20,015.31	\$12,901.39	\$12,901.39	\$7,113.92	\$0.00	\$7,113.92	35.54%
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%
850.610.1000.6810.125.1362	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	\$841.35	\$0.00	\$0.00	\$841.35	\$0.00	\$841.35	100.00%
850.610.1000.6890.131.1319	MISC EXPENDITURES	\$0.00	\$70.00	\$70.00	(\$70.00)	\$0.00	(\$70.00)	0.00%
850.610.1000.6890.131.1319	COURSE: STUDENT COUNCIL - 1319	\$841.35	\$70.00	\$70.00	\$771.35	\$0.00	\$771.35	91.68%
850.100.1000.6000.132.1319	GENERIC EXPENSE	\$1,554.52	\$0.00	\$0.00	\$1,554.52	\$0.00	\$1,554.52	100.00%
850.610.1000.6890.132.1319	COURSE: STUDENT COUNCIL - 1319	\$1,554.52	\$0.00	\$0.00	\$1,554.52	\$0.00	\$1,554.52	100.00%
850.100.1000.6000.133.1319	GENERIC EXPENSE	\$1,393.14	\$0.00	\$0.00	\$1,393.14	\$0.00	\$1,393.14	100.00%

Humboldt Unified School District No. 22

850 STUDENT ACTIVITIES BOARD REPORT

Fiscal Year: 2011-2012

☐ Include pre encumbrance

☐ Print accounts with zero balance

From Date: 7/1/2011

To Date: 8/31/2012

☒ Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
850.610.1000.6610.133.1319	GENERAL SUPPLIES COURSE: STUDENT COUNCIL - 1319	\$0.00	\$435.77	\$435.77	(\$435.77)	\$0.00	(\$435.77)	0.00%
		\$1,393.14	\$435.77	\$435.77	\$957.37	\$0.00	\$957.37	68.72%
UNIT: CSES - 133		\$1,393.14	\$435.77	\$435.77	\$957.37	\$0.00	\$957.37	68.72%
850.100.1000.6000.134.1319	GENERIC EXPENSE	\$8,000.09	\$0.00	\$0.00	\$8,000.09	\$0.00	\$8,000.09	100.00%
850.610.1000.6610.134.1319	GENERAL SUPPLIES	\$0.00	\$424.83	\$424.83	(\$424.83)	\$0.00	(\$424.83)	0.00%
850.610.1000.6442.134.1319	EQUIPMENT RENTAL COURSE: STUDENT COUNCIL - 1319	\$0.00	\$3,071.04	\$3,071.04	(\$3,071.04)	\$0.00	(\$3,071.04)	0.00%
		\$8,000.09	\$3,495.87	\$3,495.87	\$4,504.22	\$0.00	\$4,504.22	56.30%
UNIT: LTS - 134		\$8,000.09	\$3,495.87	\$3,495.87	\$4,504.22	\$0.00	\$4,504.22	56.30%
850.100.1000.6000.135.1319	GENERIC EXPENSE COURSE: STUDENT COUNCIL - 1319	\$271.16	\$0.00	\$0.00	\$271.16	\$0.00	\$271.16	100.00%
		\$271.16	\$0.00	\$0.00	\$271.16	\$0.00	\$271.16	100.00%
UNIT: GRANVILLE ELEMENTARY SCHOOL - 135		\$271.16	\$0.00	\$0.00	\$271.16	\$0.00	\$271.16	100.00%
850.100.1000.6000.230.1316	GENERIC EXPENSE	\$20,421.60	\$0.00	\$0.00	\$20,421.60	\$0.00	\$20,421.60	100.00%
850.610.1000.6610.230.1316	GENERAL SUPPLIES	\$0.00	\$9,321.10	\$9,321.10	(\$9,321.10)	\$0.00	(\$9,321.10)	0.00%
850.610.1000.6890.230.1316	MISC EXPENDITURES	\$0.00	\$8,907.07	\$8,907.07	(\$8,907.07)	\$0.00	(\$8,907.07)	0.00%
	COURSE: HOSA - 1316	\$20,421.60	\$18,228.17	\$18,228.17	\$2,193.43	\$0.00	\$2,193.43	10.74%
850.100.1000.6000.230.1319	GENERIC EXPENSE	\$26,007.30	\$0.00	\$0.00	\$26,007.30	\$0.00	\$26,007.30	100.00%
850.400.2710.6510.230.1319	STUDENT TRANS SVS	\$0.00	\$394.76	\$394.76	(\$394.76)	\$0.00	(\$394.76)	0.00%
850.610.1000.6610.230.1319	GENERAL SUPPLIES	\$0.00	\$8,422.08	\$8,422.08	(\$8,422.08)	\$0.00	(\$8,422.08)	0.00%
850.610.1000.6890.230.1319	MISC EXPENDITURES	\$0.00	\$2,525.00	\$2,525.00	(\$2,525.00)	\$0.00	(\$2,525.00)	0.00%
850.610.1000.6340.230.1319	TECHNICAL SERVICES	\$0.00	\$5,050.00	\$5,050.00	(\$5,050.00)	\$0.00	(\$5,050.00)	0.00%
850.610.2190.6442.230.1319	EQUIPMENT RENTAL	\$0.00	\$1,413.25	\$1,413.25	(\$1,413.25)	\$0.00	(\$1,413.25)	0.00%
850.610.2190.6890.230.1319	MISC EXPENDITURES	\$0.00	\$665.90	\$665.90	(\$665.90)	\$0.00	(\$665.90)	0.00%
850.610.2660.6151.230.1319	CLASSIFIED O T	\$0.00	\$346.29	\$346.29	(\$346.29)	\$0.00	(\$346.29)	0.00%
850.610.2660.6221.230.1319	SOC SEC - OASDI	\$0.00	\$23.47	\$23.47	(\$23.47)	\$0.00	(\$23.47)	0.00%
850.610.2660.6222.230.1319	MEDICARE-HOSP INS	\$0.00	\$5.50	\$5.50	(\$5.50)	\$0.00	(\$5.50)	0.00%
850.610.2660.6231.230.1319	STATE RETIREMENT	\$0.00	\$39.19	\$39.19	(\$39.19)	\$0.00	(\$39.19)	0.00%
850.610.2660.6232.230.1319	LNG-TRM DISABILITY	\$0.00	\$0.92	\$0.92	(\$0.92)	\$0.00	(\$0.92)	0.00%
850.610.2660.6280.230.1319	WORKERS' COMP	\$0.00	\$13.50	\$13.50	(\$13.50)	\$0.00	(\$13.50)	0.00%
850.610.2660.6340.230.1319	TECHNICAL SERVICES	\$0.00	\$1,103.34	\$1,103.34	(\$1,103.34)	\$0.00	(\$1,103.34)	0.00%
850.610.3400.6610.230.1319	GENERAL SUPPLIES COURSE: STUDENT COUNCIL - 1319	\$0.00	\$1,589.86	\$1,589.86	(\$1,589.86)	\$0.00	(\$1,589.86)	0.00%
		\$26,007.30	\$21,593.06	\$21,593.06	\$4,414.24	\$0.00	\$4,414.24	16.97%
850.100.1000.6000.230.1320	GENERIC EXPENSE	\$253.28	\$0.00	\$0.00	\$253.28	\$0.00	\$253.28	100.00%
850.610.1000.6610.230.1320	GENERAL SUPPLIES	\$0.00	\$89.99	\$89.99	(\$89.99)	\$0.00	(\$89.99)	0.00%
	COURSE: UPWARD BOUND WARRIORS - 1320	\$253.28	\$89.99	\$89.99	\$163.29	\$0.00	\$163.29	64.47%
850.100.1000.6000.230.1321	GENERIC EXPENSE	\$26.38	\$0.00	\$0.00	\$26.38	\$0.00	\$26.38	100.00%
850.610.1000.6610.230.1321	GENERAL SUPPLIES	\$0.00	\$26.38	\$26.38	(\$26.38)	\$0.00	(\$26.38)	0.00%
	COURSE: RECYCLE CLUB - 1321	\$26.38	\$26.38	\$26.38	\$0.00	\$0.00	\$0.00	0.00%
850.610.1000.6231.230.1350	STATE RETIREMENT	\$0.00	\$0.56	\$0.56	(\$0.56)	\$0.00	(\$0.56)	0.00%
850.610.1000.6232.230.1350	LNG-TRM DISABILITY	\$0.00	\$0.02	\$0.02	(\$0.02)	\$0.00	(\$0.02)	0.00%
	COURSE: TAX CREDIT GENERAL FUND (SITE COUNCIL) - 1350	\$0.00	\$0.58	\$0.58	(\$0.58)	\$0.00	(\$0.58)	0.00%
850.100.1000.6000.230.1361	GENERIC EXPENSE	\$859.95	\$0.00	\$0.00	\$859.95	\$0.00	\$859.95	100.00%
850.610.1000.6890.230.1361	MISC EXPENDITURES	\$0.00	\$300.00	\$300.00	(\$300.00)	\$0.00	(\$300.00)	0.00%

Humboldt Unified School District No. 22

850 STUDENT ACTIVITIES BOARD REPORT

Fiscal Year: 2011-2012

From Date: 7/1/2011 To Date: 8/31/2012

☐ 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
COURSE: MU ALPHA THETA - 1361								
850.100.1000.6000.230.1362	GENERIC EXPENSE	\$1,518.67	\$0.00	\$0.00	\$1,518.67	\$0.00	\$1,518.67	100.00%
850.610.1000.6610.230.1362	GENERAL SUPPLIES	\$0.00	\$842.23	\$842.23	(\$842.23)	\$0.00	(\$842.23)	0.00%
850.610.1000.6610.230.1362	DUES AND FEES	\$0.00	\$214.00	\$214.00	(\$214.00)	\$0.00	(\$214.00)	0.00%
COURSE: NATIONAL HONOR SOCIETY - 1362								
850.100.1000.6000.230.1363	GENERIC EXPENSE	\$1,518.67	\$1,056.23	\$1,056.23	\$462.44	\$0.00	\$462.44	30.45%
850.610.1000.6610.230.1363	GENERAL SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%
COURSE: ART - 1363								
850.100.1000.6000.230.1364	GENERIC EXPENSE	\$1,996.85	\$0.00	\$0.00	\$1,996.85	\$0.00	\$1,996.85	100.00%
850.610.1000.6610.230.1364	GENERAL SUPPLIES	\$0.00	\$1,940.20	\$1,940.20	(\$1,940.20)	\$0.00	(\$1,940.20)	0.00%
COURSE: AVID - 1364								
850.100.1000.6000.230.1365	GENERIC EXPENSE	\$1,722.85	\$0.00	\$0.00	\$1,722.85	\$0.00	\$1,722.85	100.00%
850.610.1000.6610.230.1365	GENERAL SUPPLIES	\$0.00	\$168.95	\$168.95	(\$168.95)	\$0.00	(\$168.95)	0.00%
850.610.1000.6890.230.1368	MISC EXPENDITURES	\$0.00	\$1,338.00	\$1,338.00	(\$1,338.00)	\$0.00	(\$1,338.00)	0.00%
COURSE: DECA - 1368								
850.100.1000.6000.230.1373	GENERIC EXPENSE	\$349.38	\$0.00	\$0.00	\$349.38	\$0.00	\$349.38	100.00%
COURSE: DRAMA/THEATER - 1373								
850.100.1000.6000.230.1375	GENERIC EXPENSE	\$1,190.04	\$0.00	\$0.00	\$1,190.04	\$0.00	\$1,190.04	100.00%
850.610.1000.6610.230.1375	GENERAL SUPPLIES	\$0.00	\$262.97	\$262.97	(\$262.97)	\$0.00	(\$262.97)	0.00%
850.610.1000.6890.230.1375	MISC EXPENDITURES	\$0.00	\$600.00	\$600.00	(\$600.00)	\$0.00	(\$600.00)	0.00%
COURSE: INTERACT - 1375								
850.100.1000.6000.230.1377	GENERIC EXPENSE	\$828.93	\$0.00	\$0.00	\$828.93	\$0.00	\$828.93	100.00%
850.610.1000.6610.230.1377	PRINTING (not standard forms)	\$0.00	\$49.21	\$49.21	(\$49.21)	\$0.00	(\$49.21)	0.00%
850.610.1000.6890.230.1377	GENERAL SUPPLIES	\$0.00	\$299.40	\$299.40	(\$299.40)	\$0.00	(\$299.40)	0.00%
850.610.1000.6890.230.1377	MISC EXPENDITURES	\$0.00	\$200.00	\$200.00	(\$200.00)	\$0.00	(\$200.00)	0.00%
850.610.2190.6340.230.1377	TECHNICAL SERVICES	\$0.00	\$112.00	\$112.00	(\$112.00)	\$0.00	(\$112.00)	0.00%
COURSE: S CLUB (SOPHOMIST) - 1377								
850.100.1000.6000.230.1378	GENERIC EXPENSE	\$214.60	\$0.00	\$0.00	\$214.60	\$0.00	\$214.60	100.00%
850.610.1000.6610.230.1378	GENERAL SUPPLIES	\$0.00	\$108.62	\$108.62	(\$108.62)	\$0.00	(\$108.62)	0.00%
COURSE: FRENCH CLUB - 1378								
850.100.1000.6000.230.1398	GENERIC EXPENSE	\$1,407.81	\$0.00	\$0.00	\$1,407.81	\$0.00	\$1,407.81	100.00%
850.610.1000.6610.230.1398	GENERAL SUPPLIES	\$0.00	\$829.09	\$829.09	(\$829.09)	\$0.00	(\$829.09)	0.00%
850.610.1000.6890.230.1398	MISC EXPENDITURES	\$0.00	\$441.00	\$441.00	(\$441.00)	\$0.00	(\$441.00)	0.00%
COURSE: SKILLS CLUB - 1398								
850.100.1000.6000.230.1403	GENERIC EXPENSE	\$947.00	\$0.00	\$0.00	\$947.00	\$0.00	\$947.00	100.00%
COURSE: P.A.L.S. - 1403								
850.100.1000.6000.230.1405	GENERIC EXPENSE	\$226.12	\$0.00	\$0.00	\$226.12	\$0.00	\$226.12	100.00%
850.610.1000.6610.230.1405	GENERAL SUPPLIES	\$0.00	\$206.01	\$206.01	(\$206.01)	\$0.00	(\$206.01)	0.00%
COURSE: BASEBALL - 1405								
850.100.1000.6000.230.1432	GENERIC EXPENSE	\$215.67	\$0.00	\$0.00	\$215.67	\$0.00	\$215.67	100.00%
COURSE: GIRLS BASKETBALL - 1432								

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			☐ 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			
850.100.1000.6000.230.1446	GENERIC EXPENSE	\$148.59	\$0.00	\$0.00	\$148.59	\$0.00	\$148.59	100.00%	\$148.59	100.00%	
850.400.2710.8510.230.1446	STUDENT TRANS SVS	\$0.00	\$148.59	\$148.59	(\$148.59)	\$0.00	(\$148.59)	0.00%	(\$148.59)	0.00%	
	COURSE: CHEERLEADING - 1446	\$148.59	\$148.59	\$148.59	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%	
850.100.1000.6000.230.1460	GENERIC EXPENSE	\$119.78	\$0.00	\$0.00	\$119.78	\$0.00	\$119.78	100.00%	\$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%	(\$119.78)	0.00%	
	COURSE: SWIM - 1460	\$119.78	\$119.78	\$119.78	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%	
850.100.1000.6000.230.1469	GENERIC EXPENSE	\$434.71	\$0.00	\$0.00	\$434.71	\$0.00	\$434.71	100.00%	\$434.71	100.00%	
850.610.1000.6610.230.1469	GENERAL SUPPLIES	\$0.00	\$183.48	\$183.48	(\$183.48)	\$0.00	(\$183.48)	0.00%	(\$183.48)	0.00%	
850.610.1000.6990.230.1469	MISC EXPENDITURES	\$0.00	\$78.00	\$78.00	(\$78.00)	\$0.00	(\$78.00)	0.00%	(\$78.00)	0.00%	
	COURSE: G.O.A.L.S. CLUB - 1469	\$434.71	\$261.48	\$261.48	\$173.23	\$0.00	\$173.23	39.85%	\$173.23	39.85%	
	UNIT: BMHS - 230	\$59,241.37	\$48,379.71	\$48,379.71	\$10,861.66	\$0.00	\$10,861.66	18.33%	\$10,861.66	18.33%	
Grand Total:		\$109,951.53	\$74,646.00	\$74,646.00	\$35,305.53	\$0.00	\$35,305.53	32.11%	\$35,305.53	32.11%	

CONSENT

Item 10E.

Checking Account Signers

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 10 E
FROM: Cynthia Windham, Finance Director Reading
DATE: September 11, 2012 Discuss
SUBJECT: Bank Accounts – Authorized Signers Action
Consent X

OBJECTIVE: Annual Requirement

SUPPORTING DATA:

The finance office is requesting the following individuals be added (or retained) on the district bank accounts at National Bank of Arizona:

#0450001924 Clearing Account
#0061000725 Insurance Account
#0061000774 Revolving Account
#0450009176 BMHS Athletic Account
#0450002724 GHMS Athletic Account
#0450002716 BMMS Athletic Account
LTS Athletic Account
#0061000717 Food Service Account

Dr. Paul Stanton – Superintendent
Cynthia Windham – Finance Director
Mary Kaye Schrenk – Internal Auditor
Mary Diaz – Secretary to the Superintendent

In addition to the above, the finance office is requesting the following individuals be added (or retained) on the:

#0450009176 Bradshaw Mtn. High School Athletic Account

Kort Miner – Principal
Cindy Dahl – Athletic Director
Vikki Smith – Athletic Secretary
Jeremy Hendrix – Asst. Principal

#0450002724 Glassford Hill Middle School Athletic Account

Dr. Terri Matteson – Principal
Sandra Clark – Teacher

#0450002716 Bradshaw Mtn. Middle School Athletic Account

Brian Buchholtz – Principal
Darla Lindberg – Secretary

Liberty Traditional School Athletic Account

Michael DeRois – Principal
Teresa Herman – Secretary

#0061000717 Food Service Account

Tami Hitt-Wyant – Food Service Director
Pamela Liuzzo – Nutritionist

All District bank accounts require two signatures.

In addition, the athletic accounts are limited in their use to referee payments and game security, as needed.

SUMMARY & RECOMMENDATION:

I move to approve the recommended changes in authorized signers for the above referenced accounts.

Approved for transmittal to the Governing Board: _____


Dr. Paul Stanton, Superintendent

Questions should be directed to:

**Cynthia Windham, Finance Director or
Dr. Paul Stanton, Superintendent
(759-4000)**

CONSENT

Item 10F.

Clinical Agreement
Good Samaritan Center

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 10F
FROM: Diana Green, Director of Educational Services Reading
DATE: September 11, 2012 Discuss
SUBJECT: Good Samaritan Society Clinical Affiliation Agreement Action
Consent X

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

SUPPORTING DATA:

The Certified Nursing Assistant (CNA) program has been in place for the past five school years at Bradshaw Mountain High School. Students earn the right through curriculum delivery to take an exam at the end of the program. This state exam qualifies each student as a certified nursing assistant upon successful completion.

Good Samaritan Society has agreed to provide access for clinical supervision hours for Bradshaw Mountain High School CNA students. This experience will provide participating students the opportunity to engage in practical learning and clinical experiences.

The attached agreements have been reviewed by legal counsel. There are no financial obligations by either entity and there are no changes from the 2011-12 agreement.

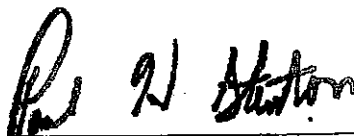
SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve renewal of the affiliation agreement between Humboldt Unified School District and Good Samaritan Society for the second semester of school year 2012-13.

Sample Motion:

I move to approve renewal of the affiliation agreement between Humboldt Unified School District and Good Samaritan Society for the second semester of school year 2012-13.

Approved for transmittal to the Governing Board: _____


Dr. Paul Stanton

Questions should be directed to:

Diana Green, Director of Educational Services (759-4010)

BUSINESS ASSOCIATE ADDENDUM – HIPAA PRIVACY, SECURITY AND HITECH

This Business Associate Addendum ("Addendum") supplements and is made a part of the ("Agreement") entered into by and between The Evangelical Lutheran Good Samaritan Society d/b/a Good Samaritan Society - Prescott Valley, Covered Entity ("CE"), and Humboldt Unified School District, Business Associate ("BA"), on September 1, 2012 and is effective as of September 1, 2012 ("Addendum Effective Date").

RECITALS

- A. CE wishes to disclose certain information to BA pursuant to the terms of the Agreement and/or this Addendum, some of which may constitute Protected Health Information ("PHI") and/or electronic Protected Health Information ("ePHI").
- B. CE and BA intend to protect the privacy of PHI and ePHI disclosed to or created or received by BA pursuant to the Addendum in compliance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "Privacy Rule") and other applicable laws.
- C. The purpose of this Addendum is to satisfy certain standards and requirements of the Privacy Rule, including, but not limited to, Title 45, Section 164.504(e) and 164.314(a) of the Code of Federal Regulations ("CFR"), and the Security Rule, including but not limited to, CFR Title 45 Sections 164.308(b) and 164.314, and the HITECH Act as the same may be amended from time to time.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

I. DEFINITIONS

Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy Rule and Security Rule. In the event of a conflict between the definitions in this Addendum and the definitions in the Privacy Rule and Security Rule, the definitions in the Privacy Rule and Security Rule shall be applied.

Availability means the property (or characteristic) that data or information is accessible and useable upon demand by an authorized person.

Confidentiality means the property (or characteristic) that data or information is not made available or disclosed to unauthorized persons or processes.

Data aggregation means, with respect to PHI created or received by a BA in its capacity as a BA of a CE, the combining of such PHI by the BA with the PHI received by the BA in its capacity as a BA of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

Disclose means the release, transfer, provision of access to, or divulging in any other manner of PHI to parties outside the BA's organization.

Individual means the person who is the subject of PHI and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Integrity means the property (or characteristic) that data or information has not been altered or destroyed in an unauthorized manner.

Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

HITECH means the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

Protected Health Information ("PHI") includes Electronic Protected Health Information and means any information, whether oral or recorded in any form or medium that

- 1) Relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and,
- 2) Identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and,
- 3) Is limited to the information created or received by BA from or on behalf of CE.

Electronic Protected Health Information ("ePHI") is a subset of Protected Health Information and means PHI is transmitted by or maintained in electronic media.

Unsecured PHI shall have the same definition that the Secretary gives the term in guidance issued pursuant to § 13402 of HITECH.

Required By Law means a mandate contained in law that compels a covered entity to make a use or disclosure of PHI and that is enforceable in a court of law.

Secretary means the Secretary of Health and Human Services or any other officer or employee of HHS to whom the authority involved has been delegated.

Security Rule means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 160 and part 164, subparts A and C.

Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

Use means the sharing, employment, application, utilization, examination, or analysis of PHI within the BA's organization.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- A. Nondisclosure. BA shall not use or disclose CE's PHI otherwise than as permitted or required by the Agreement, this Addendum or as Required By Law.
- B. Minimum Necessary. BA shall use or further disclose PHI only in the minimum amount and to the minimum number of individuals necessary to achieve the purpose of the services being rendered to or on behalf of CE. BA and its agents or subcontractors, if any, shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. BA agrees to comply with the Secretary's guidance on what constitutes "minimum necessary".
- C. Safeguards. BA shall use appropriate safeguards to prevent use or disclosure of CE's PHI otherwise than as provided for by this Addendum. BA shall develop, implement, maintain, and use appropriate safeguards to prevent any use or disclosure of the PHI or EPHI other than as provided by this Agreement, and to implement administrative, physical, and technical safeguards as required by sections 164.308, 164.310, 164.312 and 164.316 of title 45, Code of Federal Regulations and HITECH to protect the confidentiality, integrity, and availability of EPHI or PHI that BA creates, receives, maintains, or transmits, in the same manner that such sections apply to the Covered Entity.
- D. Reporting of Unauthorized Disclosures. BA shall report to CE any use or disclosure of CE's PHI not provided for by this Addendum of which BA becomes aware.
- E. Mitigation. BA shall mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this Addendum. BA shall mitigate any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this Agreement and notify Covered Entity of any breach of Unsecured PHI, as required under HITECH § 13402.
- F. BA's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides PHI received from, or created or received by BA on behalf of, CE agree to the same restrictions and conditions that apply to BA through this Addendum with respect to such PHI. Further, BA shall ensure that any agents, including subcontractors, to whom it provides ePHI agrees to implement reasonable and appropriate safeguards to protect the ePHI. BA shall enter into an agreement with each of its subcontractors pursuant to 45 CFR § 164.308(b)(1) and HITECH § 13401 that is appropriate and sufficient to require each such subcontractor to protect PHI to the same extent required by BA hereunder.
- G. Access to PHI. BA shall provide access, at the request of CE, and in the time and manner designated by CE, to PHI to CE or, as directed by CE, to an individual in order to meet the requirements under 45 CFR 164.524. This provision applies only to PHI received or created by BA pursuant to this Addendum, if BA possesses such PHI.
- H. Documentation of Disclosures. BA shall document such disclosures of PHI and information related to such disclosures as would be required for CE to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- I. Accounting of Disclosures. BA shall provide to CE or an individual, in time and manner designated by CE, information collected in accordance with Section 8 "Documentation of Disclosures" of this Addendum, to permit CE to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Except in the case of a direct request from an individual for an accounting related to treatment, payment, or operations disclosures through an electronic health record, if the request for an accounting is delivered directly to BA or its agents or subcontractors, if any, BA shall within ten (10) business

days of a request notify Covered Entity about such request. Covered Entity shall either request that BA provide such information directly to the Individual, or it shall request that the information be immediately forwarded to Covered Entity for compilation and distribution to such Individual. In the case of a direct request for an accounting from an Individual related to treatment, payment, or operations disclosures through electronic health records, BA shall provide such accounting to the Individual in accordance with HITECH § 13405(c). BA shall not disclose any PHI unless such disclosure is Required by Law or is in accordance with this Addendum or the Agreement. BA shall document such disclosures. Notwithstanding anything in the Agreement to the contrary, BA and any agents or subcontractors shall continue to maintain the information required for purposes of complying with this Section 2.7 for a period of ten (10) years after termination of the Agreement.

- J. Amendment of PHI. BA shall make any amendment(s) to PHI that the CE directs or agrees to pursuant to 45 CFR 164.526 at the request of CE or an Individual, and in the time and manner designated by CE. This provision applies only to PHI received or created by BA pursuant to this Addendum, if BA possesses such PHI.
- K. Internal Practices. BA shall make its internal practices, books and records relating to the use and disclosure of PHI received from CE, or created or received by BA on behalf of CE, available to the CE, or to the Secretary, for purposes of the Secretary determining CE's compliance with the Privacy Rule.
- L. BA's Insurance. BA shall procure and maintain such policies of general and professional liability insurance as are necessary to insure the parties hereto and their respective employees and agents against any and all claims arising, directly or indirectly, from BA's handling of CE's PHI. BA shall furnish evidence of such coverage to CE upon execution of this Addendum and annually thereafter (upon renewal hereof) and furthermore shall require its insurer to give CE reasonable written notice of any cancellation, non-renewal, or termination of such coverage.
- M. Security of ePHI. BA will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that BA creates, receives, maintains, or transmits on CE's behalf as required by the Security Rule.
- N. Reporting of Security Incidents. BA will report to CE any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of CE's Electronic Protected Health Information or (B) interference with BA's system operations in BA's information systems, of which BA becomes aware within two (2) business days. The notice shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by the BA to have been, accessed, acquired, or disclosed during the breach. Take reasonable steps to cure the breach or end the violation if BA knows of a pattern of activity or practice by Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement. If such steps are unsuccessful within a period of 30 days, BA will either: 1) terminate the Agreement, if feasible; or 2) report the problem to the Secretary. BA shall reimburse CE for all expenses and fees relating to Security Incidents.
- O. BA Compliance. BA shall comply with any additional requirements of Title XIII of HITECH that relate to privacy and security and that are made applicable with respect to covered entities.
- P. Technology and Methodology Standards. BA shall adopt the technology and methodology standards required in any guidance issued by the Secretary pursuant to HITECH §§ 13401-13402.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- A. Permitted Uses and Disclosures. Except as otherwise limited in this Addendum, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of CE as specified in the Agreement, provided such use or disclosure would not violate the Privacy Rule if done by the CE.
- B. Use for Management and Administration. Except as otherwise limited in this Addendum, BA may use PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA.
- C. Disclosure for Management and Administration. Except as otherwise limited in this Addendum, BA may disclose PHI for the proper management and administration of the BA or to carry out the legal responsibilities of the BA, provided that:
1. Disclosures are required by law or
 2. BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and
 3. The person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.
- D. Data Aggregation. Except as otherwise limited in this Addendum, BA may use PHI to provide Data Aggregation services to CE relating to the health care operations of the CE.
- E. Report Violations of Law. Except as otherwise limited in this Addendum, BA may use PHI to report violations of law appropriate to Federal and State authorities consistent with 45 CFR §164.502(j)(1).

IV. OBLIGATIONS OF COVERED ENTITY

- A. Notice of Privacy Practices. Upon request, CE shall provide BA with the notice of privacy practices that CE produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- B. Changes in permission. CE shall notify BA of any changes in, or revocation of, permission by individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI.
- C. Notification of Restrictions. CE shall notify BA of any restriction to the use or disclosure of PHI that CE has agreed to in accordance with 45 CFR 164.522 and/or HITECH § 13405(a), to the extent that such restriction may affect BA's use or disclosure of PHI.

V. PERMISSIBLE REQUESTS BY COVERED ENTITY

- A. Requests by Covered Entity. CE shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by CE.
- B. Audits, Inspection and Enforcement. From time to time upon reasonable notice, CE may inspect the facilities, systems, books and records of BA to monitor compliance with this Addendum. Such inspection will involve only those facilities, systems, books and records related to PHI received from, or created or received by BA on behalf of CE. BA shall promptly remedy any violation of any term of this Addendum and shall certify the same to CE in writing. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection.

VI. TERM AND TERMINATION

1. Term. The Term of this Addendum shall be effective as of September 1, 2012, and shall terminate when all of the PHI provided by CE to BA, or created or received by BA on behalf of CE, is destroyed or returned to the CE, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon CE's knowledge of a material breach by BA, CE shall either:
1. provide an opportunity for BA to cure the breach or end the violation and if BA does not cure the breach or end the violation within the time specified by CE, terminate this Addendum and the underlying Agreement.
 2. immediately terminate this Addendum and the underlying Agreement if BA has breached a material term of this Addendum and cure is not possible; or,
 3. report the violation to the Secretary if neither cure of the breach nor termination of this Addendum are feasible.
- C. Effect of Termination. Except as provided in paragraph (4) of this section, upon termination of this Addendum, for any reason, BA shall return or destroy all PHI received from CE, or created or received by BA on behalf of CE. This provision shall apply to PHI that is in the possession of subcontractors or agents of BA. BA shall retain no copies of the PHI.
- D. Return or Destruction of PHI Not Feasible. In the event that BA determines that returning or destroying PHI is not feasible, BA shall notify CE in writing of the conditions that make return or destruction infeasible. If return or destruction of the PHI is infeasible, BA shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as BA maintains such PHI.

VII. MISCELLANEOUS

- A. Regulatory References. A reference in this Addendum to a section in the Privacy Rule, Security Rule or HITECH means the section as in effect or as amended, and for which compliance is required.
- B. Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time for CE to comply with the requirements of the Privacy Rule, Security Rule or HITECH. This Addendum replaces all other "business associate" agreements or addenda between CE and BA related to the Agreement.

- C. Survival. The respective rights and obligations of BA under Sections VI.3., VI.4. VII.5. and VII.6. of this Addendum shall survive the termination of this Addendum.
- D. Interpretation. This Addendum shall be interpreted as broadly as necessary to implement and comply with the Privacy Rule, Security Rule, HITECH, and applicable state laws. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that permits CE to comply with the Privacy Rule and applicable state laws.
- E. Indemnification. BA will indemnify, hold harmless and defend CE from and against any and all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in connection with: (i) any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of BA under this Addendum; and (ii) any claims, demands, awards, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with BA's performance under this Addendum.
- F. Assistance in Litigation or Administrative Proceedings. BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under this Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon claimed violation of the Privacy Rule, Security Rule or HITECH except where BA or its subcontractor, employee or agent is a named adverse party.
- G. Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY

By: Darcel Benavides, MD
Print Name: Darcel Benavides, MD
Title: Director of Nursing Services
Date: 9-1-12

BUSINESS ASSOCIATE

By: _____
Print Name: _____
Title: _____
Date: _____

CONSENT
Item 10G.

JTED IGA

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 106
FROM: Dr. Paul Stanton, Superintendent Reading
DATE: September 11, 2012 Discuss
SUBJECT: Renewal of Mountain Institute JTED Action
Intergovernmental Agreement (IGA) Consent X

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

SUPPORTING DATA:

The IGA has several changes from 2011-12. A summary of the changes is attached.

The Mountain Institute Governing Board and the Yavapai County Attorney's office have approved and/or vetted the IGA that details operations and agreements between Mountain Institute and the District for two fiscal years, 2012-2014.

The Deputy County Attorney has included the Waiver of Conflict resolution in the body of the IGA, so there is no need for additional vetting.

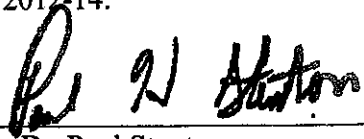
SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve renewal of the IGA between Humboldt Unified School District and Mountain Institute JTED for 2012-14.

Sample Motion:

I move to approve renewal of the Intergovernmental Agreement between Humboldt Unified School District and Mountain Institute JTED for 2012-14.

Approved for transmittal to the Governing Board: _____


Dr. Paul Stanton

Questions should be directed to: Dr. Paul Stanton, Superintendent (759-4000)

**Summary of Changes to Intergovernmental Agreement ("IGA")
Between
Mountain Institute JTED and
Satellite Districts**

The IGA covers the two fiscal years 2012-2014. There has been an IGA for each of the prior three years. Last year's IGA included several significant changes so there were far fewer necessary this year. The changes from the prior year are summarized below.

1. As noted above, the term of this IGA is two years, beginning July 1, 2012 and ending June 30, 2014. The Addenda will likely need to be changed each year.
2. There were a few definitional and reference changes throughout the document. The changes did not alter the substance of the Agreement.
3. Paragraph 2 – the last sentence was deleted because it is duplicative of Paragraph 4.A.(3).
4. Paragraph 4.C.(1)b – the phrase "implementation of" was deleted.
5. Paragraph 4.C(2)b – the consultant was more clearly defined.
6. Paragraph 4.C(2)j – now requires that budget narratives include instructional standards being met by the expenditure.
7. Paragraph 4.C(2)l – now requires the data be provided no later than November 30th of each year.
8. Paragraph 4.C(2)n – references to Propositions 301 and 202 were deleted since the statutory references are included.
9. Paragraph 4.C(2)p – is new and requires Satellites to immediately notify JTED if a student drops central campus program using the state approved form.
10. Paragraph 4.E – several changes were made to the list to conform to current JTED statutes.
11. Paragraph 4.F(1) – now requires Satellite Districts within 30 days after the beginning of each semester to notify JTED of any students who reside in a school district outside of the JTED who are enrolled in JTED courses. Since these students are not eligible to be included in our ADM, we will bill the Satellite for tuition to cover our costs.
12. Exhibit A – the programs were updated. In addition, Paragraph 2.B. now includes the requirement that the Satellite budget for any funds and defines the method of computation of such funds and the dates that funds will be provided.

INTERGOVERNMENTAL AGREEMENT
by and between
Mountain Institute JTED
and
SATELLITE DISTRICT

This Intergovernmental Agreement ("Agreement") is entered into as of the 1st day of July, 2012, by and between the Mountain Institute Joint Technical Education District No. 02 of Yavapai County (hereinafter known as "JTED") and _ _ Unified School District No. _ of Yavapai County (hereinafter known as "Satellite District") collectively known as the "Parties" for the joint exercise of powers pursuant to A.R.S. §15-342 and A.R.S. §15-393;

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to A.R.S. §11-952 and A.R.S. §15-342 and A.R.S. § 15-393;

WHEREAS, the Parties want to provide joint career and technical education courses ("JTED Programs/Courses"), as defined in Section 4(E) below, at a satellite location designated by the Satellite District ("Satellite Location") and/or to receive classes at a JTED Central Campus that may utilize video conferencing or other distance learning technology and direct instruction to deliver classes. Satellite District will provide facilities and instructors for such JTED Programs/Courses at Satellite Locations.

NOW THEREFORE, in consideration of the mutual agreements set forth, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which JTED will provide the JTED Programs/Courses which meet the criteria provided in A.R.S. §15-391(3) and (5).

2. Term

This Agreement shall commence and be effective on July 1, 2012, and shall terminate on June 30, 2014, with annual review and possible renewal, unless terminated by either Party as provided in this Agreement.

3. Termination

This Agreement may be terminated by either Party upon written notice to the other Party and other Satellite Districts included in the JTED given no later than thirty (30) days before the end of the Satellite District's semester. Said termination shall not become effective until the end of the then-current semester in which notice is given. Unless otherwise agreed to in writing by the Parties, all property purchased by the JTED, or by a Satellite District with JTED funding, under this Agreement shall remain the property of the JTED and shall be returned or refunded to the JTED by the Satellite District when no longer

in use or upon termination, whichever is sooner. Equipment purchased from JTED funds shall be tagged and accounted for by both JTED and the Satellite District.

4. Requirements under A.R.S. §15-393(L)

A. Financial Provisions for Existing and for New and Emerging Programs -
See Exhibit A.

(1) The services provided by the Parties shall be proportionally calculated in the cost of delivering the service.

(2) Payment for services shall not exceed the cost of the services provided.

(3) Payment obligations of JTED under this Agreement are conditioned upon receipt of funds from the State of Arizona or from funds received from tax levies. The obligations of the Satellite District are conditioned upon the availability to the Satellite District of funds that may lawfully be used for such purpose.

B. Accountability Provisions. The Parties agree to cooperate as appropriate to ensure compliance of both Parties with required student testing schedules and procedures, reporting, and other requirements of applicable state and federal law concerning accountability in educational programs and fiscal responsibilities. JTED may, at its expense, request an audit of accounting of expenditures by Satellite District related to JTED Programs/Courses provided to Satellite District.

C. Responsibilities.

(1) Responsibilities of JTED.

a. JTED will manage the joint technical education district.

b. JTED will maintain oversight of all JTED Programs/Courses

including:

i. Approval of budgets for JTED Programs/Courses

ii. Financial accountability measures

iii. Career and technical education ("CTE")
accountability measures

iv. Program review / evaluation and approval status

v. Stewardship (equipment) inventory

vi. Professional development

vii. Curriculum review

c. JTED may pay Satellite District for facilities and instruction for courses in JTED-approved programs, or may reimburse other entities for facilities used by the Satellite District in which to teach JTED Programs/Courses.

d. On or before December 31 of each year, JTED shall submit a detailed report to the Career and Technical Education Division of the Arizona Department of Education ("ADE") pursuant to A.R.S. §15-393(M).

e. JTED's SAIS Consultant will receive Satellite District student attendance reports and upload the data into ADE SAIS system

f. JTED will adopt registration requirements and may adopt rules of admission for students in JTED funded programs. JTED will not approve enrollment, nor provide funds for tuition or fees, for students to attend any CTE course at any community college if the same or substantially similar CTE course is offered by the Satellite District, has space availability for the student to take the CTE course within the Satellite District, and the Satellite District will permit the student to take the course if it is offered at a school other than the one in which the student is enrolled. A Satellite District will not approve a student's enrollment in a CTE course offered by a community college under such circumstances unless the CTE Director (or other person designated by the Satellite District) of the Satellite District where the student attends school authorizes such enrollment in writing and provides such authorization to the JTED. JTED will only enroll students in a JTED Program/Course held at a community college who provide legal residency documents unless approval is obtained from JTED, community college and Satellite District.

g. JTED will, in conjunction with Satellite District, evaluate each JTED Program/Course offered by Satellite District in an effort to ensure quality, accountability, and to determine resources that may be provided toward JTED Program/Course improvement.

(2) Responsibilities of Satellite District.

a. Failure of Satellite District to comply with any of the reporting requirements of this Paragraph 4(C)(2) may result in temporary or long term loss of funds to the Satellite District. JTED reserves the right to withhold funds to the Satellite District if the Satellite District fails to comply with these reporting requirements.

b. Attendance data must be reported every twenty (20) days (based on the JTED's calendar) by the Satellite District to Edvantage Partners, the JTED's "SAIS Consultant", or more frequently as requested by JTED.

c. Satellite District shall provide the instruction in any Satellite Courses referenced on Exhibit A at Satellite Locations through Satellite District teachers who shall remain employees of Satellite District and subject to Satellite District's employment policies. However, Satellite District shall, to the extent permitted by A.R.S. § 15-537 and the personnel policies of the Satellite District, consult with and consider the input received from JTED in the Satellite District evaluations of Satellite District staff.

d. Satellite District will provide program cost analyses and program eligibility documents for each potential new JTED Program/Course by April 1 of each year.

e. Satellite District will provide necessary facilities, equipment, supplies, maintenance, property and liability insurance, and instructional staff to conduct the JTED Programs/Courses at Satellite Locations.

f. Satellite District will be responsible for student discipline at Satellite Locations where the instruction is being delivered, and will designate an administrator to be responsible for initial disciplinary action. However, Satellite District may, to the extent permitted by A.R.S. § 15-841 and the student discipline policies of the Satellite District, consult with and consider the concerns of JTED with respect to this issue.

g. Satellite District will insure, repair, and maintain all property and equipment purchased by JTED or with funds provided by JTED for use in JTED Programs/Courses taught at Satellite Location while in the possession of Satellite District. Any equipment purchased by the JTED or with funds provided by JTED must be installed and available for use by students no later than thirty (30) days after the equipment has been received from the vendor. Equipment purchased with JTED funds shall be tagged and accounted for by the Satellite District. The Satellite District shall make available for audit purposes a complete physical inventory of the JTED-funded items which shall be completed by Satellite District each year by June 30. Disposal of equipment must be in compliance with Arizona State regulations, with the equipment first being offered for return to the JTED. The Satellite District will follow State disposal guidelines if the JTED chooses not to receive the equipment back from the Satellite District. Satellite District will return the property and equipment owned by JTED when the property and equipment is no longer used by Satellite District for JTED Programs/Courses or upon termination of this Agreement. The equipment will be returned in good condition, normal wear and tear excepted. In the event Satellite District has installed Satellite District-funded computer software in JTED-owned computers, Satellite District may remove such software from any JTED-owned computer prior to removing the computer from the Satellite Location.

h. Satellite District agrees that it shall use any monies received pursuant to this Agreement to supplement and not supplant base year CTE courses, and amounts for directly related equipment and facilities. Satellite District agrees that in order to enhance and not supplant CTE as required by A.R.S. §15-393(D)(9) and (10), Satellite District will continue to allocate monies at a level at least equal to what the Satellite District spent on CTE programs in the base year. Satellite District agrees that the payment for services shall not exceed the cost of the services provided. For purposes of this section, the amount spent in the base year shall be determined and adjusted as appropriate based on the definition and discussion in USFR Memorandum 219 of the State Auditor General.

i. Satellite District shall complete and submit to JTED all of the following for the previous fiscal year: (i) The State Auditor General's USFR Memorandum

219 worksheet; and (ii) All supporting documentation used to substantiate the figures reported on the State Auditor General's USFR Memorandum 219 worksheet.

j. Satellite District will provide a projected annual site budget as requested by JTED or as budget allocations are available, and a final detailed current year budget with narrative and expenditures using JTED CTE Final Report Form by June 30 of each school year. Budget narratives should indicate associated instructional standards where appropriate.

k. Satellite District will comply with all applicable state, federal and JTED safety procedures and regulations.

l. Satellite District will cooperate with JTED to provide JTED with timely information (no later than November 30 of each year) for purposes of the report required by A.R.S. §15-393(M).

m. Satellite District will provide registration attendance information for JTED students in JTED Programs/Courses consistent with State guidelines and subject to the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, et seq.

n. Satellite District will receive and utilize as budgeted its proportionate share of all funds, if any, received from the JTED under A.R.S. § 15-977 (classroom site funds) and A.R.S. § 15-979 (instructional improvement fund).

o. Satellite District shall provide all IEP and 504 information for any student enrolled in a JTED Program/Course at a JTED central location prior to enrollment of such student.

p. Satellite District shall notify the JTED in writing immediately of any Satellite District student who drops a JTED Program/Course provided at a JTED central location using the form required by the Arizona Department of Education herein attached as exhibit D.

D. Type of Instruction. All JTED Programs/Courses must be submitted by Satellite District by October 1 of each school year for subsequent approval by the JTED Governing Board. All classes that may generate funding must meet the criteria for programs and courses as required by A.R.S. §15-391(3) and (5).

E. Quality of Instruction. JTED Programs/Courses shall mean a course which meets the following criteria identified as A.R.S. §15-391;

(1) The course is designed to directly lead a student toward a specific career, vocation or industry and has a defined pathway to career and postsecondary education.

(2) The course is taught by an instructor who is certified to teach career and technical education by the State Board of Education or by a postsecondary educational institution.

(3) The course requires specialized equipment or specialized instruction materials above and beyond the scope and cost of a standard educational course.

(4) The course requires work-based learning components, career and technical student organization participation and laboratory experience as determined by the career and technical education division of the department of education.

(5) The course is designed to lead the student toward certification that is accepted by a vocation or industry as demonstration of skill or competency in that vocation or industry.

(6) The course is part of a program that requires students to obtain a passing score on any examination that is required and has been approved by the ADE-CTE Division (Arizona State Board of Vocational and Technical Education) that demonstrates a level of skill or competency for that program of study that is accepted by a vocation or an industry.

(7) The course meets the standards of a career preparatory vocational program as determined by the Career and Technical Education Division of the Department of Education.

(8) The course is certified by the JTED Governing Board as having met all the requirements of this Section E.

(9) The course is approved by the Career and Technical Education Division of the Department of Education as provided in A.R.S. §15-391(3) and (5).

(10) The course is only offered to students in grades 9 through 12 inclusive.

All Satellite teachers are required to follow the above criteria.

F. Enrollment.

(1) JTED may collect tuition for adult students and the attendance of pupils who are residents of school districts that are not participating in the joint district, pursuant to A.R.S. §15-393(H). The JTED will set admission requirements and the tuition rate. On or before 30 days after the beginning of each semester during which this Agreement is in effect, the Satellite District will provide the JTED with a list identifying each student who resides in a School District outside of the JTED boundaries who is enrolled in

the Satellite District and enrolled in JTED Programs/Courses. The JTED will invoice the Satellite District for the tuition required for those students on or before 30 days after receiving the enrollment information described above for each year during which this Agreement is in effect.

(2) For purposes of this Agreement, the definition of "student" is as defined in A.R.S. § 15-393(D)(5). Adults and post-secondary students may enroll in JTED Programs/Courses only upon mutual agreement of the Superintendents of both the Satellite District and JTED or their authorized designees. Satellite District agrees to indemnify and hold JTED harmless from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury of any person (including death) or property damage, arising from the conduct of any post-secondary or adult student enrolled in a JTED Program/Course.

G. Transportation Services. If transportation of students is necessary or if State law requires transport, responsibility for transportation rests with the Satellite District. JTED shall assume no responsibility for providing transportation. Satellite District shall develop policies and procedures necessary to implement Satellite District policies. To the extent Satellite District is not otherwise reimbursed for costs of transportation of its students to JTED Programs/Courses, Satellite District may at its discretion use funding from the JTED pursuant to Exhibit A, paragraph 2.B. to offset such costs as budgeted and agreed to by the Parties.

H. 5. Statutory Right of Cancellation

Pursuant to A.R.S. §38-511, the Agreement may be terminated by either Party for conflict of interest.

6. Non-discrimination

The Parties shall comply with Executive Order 99-4 and all other applicable State and Federal employment laws, rules, and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.

7. Insurance

Satellite District and JTED each represent and warrant to the other that it shall at all times retain insurance coverage in compliance with State laws and shall name the other Party as an additional insured.

8. Employees

An employee of either Party to this Agreement who works under the jurisdiction or control of or within the jurisdictional boundaries of the other Party to this Agreement pursuant to this Agreement is deemed to be an employee of both public agencies for the

purposes of Arizona workers' compensation law, and A.R.S. §23-1022. The primary employer shall be solely liable for the payment of workers' compensation benefits.

9. Mutual Indemnification

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury or 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.

10. Applicable Law

This Agreement shall be governed and interpreted by the laws of the State of Arizona. JTED shall operate under the provisions of A.R.S. Title 15, Ch. 3, and Art. 6 (§§15-391 and 15-396), as amended, and in the event a conflict exists between this Agreement and the laws of the State of Arizona, the laws of the State of Arizona shall control. Any reference to a particular statute in this Agreement shall also refer to that statute as amended in the future.

11. Mediation

Neither Party may file a claim against the other without first participating in good faith in mediation with a trained and impartial mediator. The Parties shall share the expenses of mediation, except that shared expenses shall not include the cost incurred by a Party for representation by an attorney at the mediations, if such representation is desired.

12. Notice

Any notice required or permitted under the terms of this Agreement shall be deemed given or served if sent by certified mail, return receipt requested, postage prepaid to:

JTED

Address: 3003 Centerpointe East Dr.
Prescott, Arizona 86305
Fax: 928.771.0793.

SATELLITE DISTRICT

Address:

Fax:

13. Counterparts

This Intergovernmental Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

14. Iran/Sudan

Pursuant to A.R.S. Section 35-393.06, each Party hereby warrants that it does not have scrutinized business operations in Iran. Pursuant to A.R.S. Section 35-391.06, each Party hereby warrants that it does not have scrutinized business operations in the Sudan.

15. Compliance with Immigration Law

As mandated by Arizona Revised Statutes § 41-4401, each Party:

A. warrants the Party's compliance with all federal immigration laws and regulations that relate to the Party's employees and their compliance with Arizona Revised Statutes § 23-214(A);

B. acknowledges that a breach of the warranty in subsection A of this section shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement; and

C. retains the legal right to inspect the papers of any contractor or subcontractor employee who works pursuant to this Agreement to ensure compliance with the warranty.

16. Conflict Waiver

The Parties to this agreement are aware that the Yavapai County Attorney ("County Attorney") may represent more than one Party to this Agreement in various matters, including the review of this Agreement. By signing this Agreement each Party specifically acknowledges that (1) The County Attorney has, by this paragraph, informed each Party that the County Attorney believes that it will be able to provide competent and diligent representation to each Party to this Agreement represented by the County Attorney and its representation of each Party is not prohibited by law and does not involve the assertion of a claim by one Party against another Party to this Agreement, (2) the Party is aware of a potential conflict of interest, and (3) the Party specifically waives any such claim based on the County Attorney's representation of other Parties to this Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Signature pages follow

IN WITNESS HEREOF, the Parties sign this Agreement:

Dated this ____ day of _____, 2012 upon resolution of the JTED Governing Board approving this Agreement and authorizing its Superintendent to sign below:

Mountain Institute Joint Technical Education District No. 02

By: _____

Dr. Raymond J. Polvani

Title: Superintendent

Attorney approval:

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

By: _____

Legal Counsel for Mountain Institute

Joint Technical Education District No. 02

Dated this ____ day of _____, 2012, upon resolution of the Satellite District Governing Board, approving this Agreement and authorizing its Superintendent to sign below:

_____ **UNIFIED SCHOOL DISTRICT NO.** _____

By: _____

Title: Superintendent

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

By: _____

Legal Counsel for the Unified School District No.

Exhibit A

Financial Provisions for Enhancement of Existing Programs and for New and Emerging Programs

1. **JTED Programs/Courses to be offered by Satellite District:
Programs:**

Agriculture Education

Agribusiness Systems – Chino Valley Campus

Plant Systems – Mayer Campus

Animal Systems – Seligman Campus

Allied Health

Medical Professions – MI Central Campus

Sports Medicine – MI Central Campus

Multi-Media Technology

Digital Media – Bradshaw Mountain Campus

Bioscience

Bioscience – Chino Valley Campus

Business and Administrative Services

Business and Administrative Services – Bagdad Campus

Business and Administrative Services – Mayer Campus

Business and Administrative Services – Prescott Campus

Culinary Arts

Culinary Arts – Chino Valley Campus

Culinary Arts – MI Central Campus

Drafting and Design Technologies

Architectural Drafting – Chino Valley Campus

Education Professions

Education Professions – Bradshaw Mountain Campus

Education Professions – MI Central (Distance) Campus

Information Technology

Network Technology – Bradshaw Mountain Campus

Network Technology – Prescott Campus

Marketing, Management, and Entrepreneurship

Marketing – Bradshaw Mountain Campus

Nursing Services (CNA)

Nursing Services - Bradshaw Mountain Campus

Nursing Services - MI Central Campus

Precision Machining / Robotics

Pre-Engineering - MI Central Campus

Transportation Technologies

Automotive Repair - Prescott Campus

Automotive Repair - MI Central Campus

Welding Technologies

Welding Technologies - Bagdad Campus

Welding Technologies - Ash Fork Campus

Welding Technologies - MI Central Campus

Courses:

Career Preparation

Career Prep Business and Marketing - Chino Valley Campus

Career Prep Business and Marketing - Bradshaw Mountain Campus

Career Prep Family & Consumer Science - Chino Valley Campus

Career Prep Health - Bradshaw Mountain Campus

Career Prep Industrial Technology - Chino Valley Campus

2. Financial Provisions

A. New JTED Programs/ Course Sections offered at Satellite District

JTED shall allocate funding to Satellite District for its direct costs incurred to provide new JTED Programs/Courses in addition to the JTED Programs/Courses in effect at Satellite Locations during the year prior to the initial approval of this Agreement, provided however, that Satellite District shall submit a comprehensive budget to JTED for review and approval by April 1 of each year. After the second year of funding for such JTED Programs/Courses, Satellite District shall be responsible for budgeting and funding for future years as agreed to by both Parties.

B. Other Possible Funding

JTED may also allocate additional funding as determined by its Governing Board in proportion to the weighted Average Daily Membership of students attending classes at Satellite District compared to all students attending JTED Programs/Courses at all Satellite Districts of JTED. Satellite District shall be responsible for budgeting of additional funds as agreed to by both Parties. The initial distribution of the additional funding shall be determined based on the prior year's ADM and paid by February 15th of each year. The final distribution will be

distributed within 15 days of "final" ADM for the current fiscal year based on such ADM.

In addition to budgets indicated above, Satellite District may submit a detailed budget request to JTED to provide funding to:

1. enhance existing CTE programs, provide equipment and/or supplies needed to deliver instruction standards and approved curriculums
2. meet program approval requirements as specified by ADE – CTE division
3. offer new JTED programs and courses as approved by JTED
4. enhance opportunities in CTE Student Organizations
5. provide professional development opportunities for instructional staff and CTE support personnel
6. enhance instructional facilities as approved by JTED
7. enhance technology systems including connectivity, hardware, software and related supplies

C. Limitations on Certain Expenditures.

Notwithstanding any other provision herein and beginning with Fiscal Year 2013, JTED funding for all personnel costs shall not exceed 60% of the total unless agreed to by JTED. Funds should be allocated based on priorities established by the JTED, and shall ensure that all instructional costs associated with the delivery of classroom / laboratory standards are provided.

Exhibit B

IGA BETWEEN JTED And SATELLITE DISTRICT FOR JTED CENTRAL CAMPUS PROGRAMS AT
YAVAPAI COLLEGE

JTED Release of Information Form

RELEASE OF INFORMATION

STUDENT: _____

DOB: _____

The undersigned parent(s) or legal guardian(s) of the above named student, hereby authorizes Yavapai College to furnish any and all student records concerning my child, including special education records (IEP), grades, transcripts, attendance records, discipline files, etc, if requested, to:

Mountain Institute JTED District #2

3003 Centerpointe East Dr.

Prescott, Arizona 86301-8492

FAX 928-771-0793

The undersigned parent(s) or legal guardian(s) of the above named student, hereby authorize Mountain Institute JTED #2 to furnish any and all student records concerning my child, as necessary for my child's enrollment in college courses, to Yavapai College.

DISCLOSURE OF THIS INFORMATION IS REGULATED BY AND SHALL BE IN COMPLIANCE WITH THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA), ARIZONA REVISED STATUTES SECTION 15-1043 AND OTHER APPLICABLE PRIVACY LAWS AND REGULATIONS.

SIGNATURE PARENT/ GUARDIAN (please specify)

DATE

ADDRESS PARENT/GUARDIAN

Exhibit C

JTED Student Handbook (attach)

CONSENT

Item 10H.

Gifts & Donations

Gifts & Donations

Sharon Cunningham
5700 E. Market Street, Prescott Valley, AZ
Donated art and craft books and supplies
with the donor's value of \$100
to be used at Bradshaw Mountain High School – Art Dept.

Prescott Elks Lodge #330 BPOE
P.O. Box 27199, Prescott Valley, AZ
Took 37 HUSD students shopping at Wal-Mart
for school clothes and shoes.
\$100 or more was spent per child
With a total donation of approximately \$3,700

Lila Wagner
14341 N. Lightning Way, Prescott, AZ
Donated a Dell 19" flat screen monitor
with the donor's value of \$150
to be used at the Transportation Department

DISCUSSION

Item 11A.

GES Update

Granville Successes for 12-13

Granville Elementary has had a great start to the school year. We have been busy compiling Data on our students in order to best differentiate our instruction school wide. We have completed the C-BASS and successfully developed data that is standards based, helping identify specific skills that need to be addressed in our curriculum.

The Granville Intervention Team is underway and involves an identified group of professionals such as the Principal, Reading Coach, Reading Interventionist, CST Chair and the School Psychologist, all of which have identified rolls within data review and intervention identification. Each classroom teacher is involved with this team, addressing specific needs of students in their class.

Granville has a nice selection of clubs and activities to participate in, such as the Granville Choir that has performed for you this evening. This group meets after school learning new selections of music, and practicing for performances. Other opportunities include Drama Club, Recorder Karate, Sports, and Art Club and Grade Level Book Clubs.

Granville also offers opportunities for students who have academic needs. We offer after-school tutoring for 5th & 6th grades three days per week and 1st grade one day per week. We also have Early Bird Reading Plus Intervention 4 days per week in our computer lab for 5th graders to minimize students being pulled out of direct instruction for intervention. For our Gifted 6th Grade students, Granville offers an Early Bird class in order that they can avoid being pulled from direct instruction during the day. These are optional classes and are widely utilized by our students.

Granville also offers opportunities for students to participate in a more global service such as the Granville Conservation Corps where students collect recycling items daily and deliver them to the recycling area. These values are re-enforced in The Granville Habitat where students learn about life cycles and our effects on the environment through lessons regularly delivered outdoors in this area. All grade levels participate in these lessons.

There also opportunities for Parents to be engaged in their child's experience at Granville. Parents can be involved in the Granville PTO which helps to support the experience in the classroom such as the purchase of document cameras, paper, and extra copy support through maintaining a high volume Savin Machine. Parents can also be involved by way of adopting a class room to teach Character Lessons supporting the Character Counts program at Granville. Parents are also welcomed to volunteer in classrooms to support instruction and assist teachers.

The Success at Granville is an all around experience of community within a warm and welcoming environment to support students and families in the educational process.

DISCUSSION

Item 11B.

Policy Advisories
369 - 370

HUMBOLDT UNIFIED SCHOOL DISTRICT

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

FROM: Dan Streeter, Director of Human Resources Reading X

DATE: September 11, 2012 Discuss X

SUBJECT: Policy Review-First Reading of Policy Advisories: Action
369 and 370 – Section G – Personnel

OBJECTIVE: Board Governance

SUPPORTING DATA:

To insure compliance with State Statutes these Policy Advisories have been submitted by the Arizona School Boards Association (ASBA) relating to Section G - Personnel for Board review.

PA # 369

GCF – Professional Staff Hiring

Policy Advisory No. 369 amends language to Policy GCF changing the timeline for a continuing or non-continuing *professional candidate* to accept a contract offer within 15 business days per A.R.S. 15-536 and A.R.S. 15-538. In addition to changing teacher to *candidate*, the Advisory adds, *Written notice of the deadline date for acceptance shall be included in the contract offer or an attachment to the contract offer.*

PA # 370

GCQF – Discipline, Suspension, and Dismissal of Professional Staff Members

GCQF-R – Discipline, suspension, and Dismissal of Professional Staff Members

Policy Advisory No. 370 provides minor language amendments to the discipline, suspension, and dismissal of professional staff members. Additionally, substantive updates expand Policy GCQF to include more specific details related to suspension without pay for more than ten days and dismissal. The amended Policy GCQF is meant to provide an informative, discernible format for the elements of the process of discipline, suspension and dismissal.

-E = Exhibit, -R = Regulation

Governing Board adoption is not required for exhibits and regulations but is provided in the packet for information purposes.

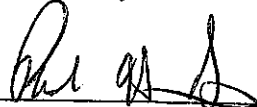
SUMMARY & RECOMMENDATION:

Information regarding these advisories has been provided by ASBA to assist the Board in understanding legislation and is included along with the proposed draft policies.

First Reading of changes to policies, exhibits and/or regulations as described.

The Second Reading will be included on a future meeting agenda. Upon approval these policies/regulations/exhibits will become effective immediately and will be added to the current Policy Manual.

Approved for transmittal to the Governing Board:


Dr. Paul H. Stanton, Superintendent

Questions should be directed to: Dan Streeter 759-4000

POLICY SERVICES

ADVISORIES

Volume 22, Number 1

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Policy Advisory No. 369.....	GCF – Professional Staff Hiring
Policy Advisory No. 370.....	GCQF – Discipline, Suspension, and Dismissal of Professional Staff Members GCQF-E – Discipline, Suspension, and Dismissal of Professional Staff Members

Policy Advisory Discussion

Policy Advisory 369 GCF — Professional Staff Hiring.

Policy Advisory No. 354 recommended requirements for the correct acceptance of a contract and specified that a contract offer was to remain open for thirty days, as stated in law. Reflection on the recommendation brought realization that the Director of Policy Services incorrectly extended the time frame for acceptance of a renewal contract for continuing and noncontinuing teachers to apply to offers of contract to new candidates for professional positions. Statutes are silent on the period of time a contract offer for new employment is to remain open. Although it has long been the practice of some districts to afford a candidate thirty days to return an offer, districts have the autonomy to determine the period of time a new offer of employment is to be valid. Consequently, the GCF document model has been revised so districts may independently specify the desired timeframe in their policy.

Although it has been expressed that some districts might desire to specify the length of an offer is open on a case-by-case basis that practice can make the district vulnerable to allegations of discrimination if longer or shorter periods are perceived to be for the purpose of a favorable or unfavorable bias. It might better serve a district to designate a shorter period then issue a new offer when legitimate extenuating circumstances justify doing so. If a district preference is for a thirty day offer period GCF may be retained as recommended by PA 354.

Policy Advisory 370 GCQF and GCQF-E - Discipline, Suspension, and Dismissal of Professional Staff Members

Legislative modifications were made to the statutes pertaining to the discipline, suspension, and dismissal of professional staff members. A decision was made by Policy Services to update recommended policy GCQF and expand it to include more specific details related to suspension without pay for more than ten days and for dismissal. The belief is it will be informative and beneficial to superintendents and board members for the elements of the process to be laid out in a more discernible format.

G-3450

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GCF

PROFESSIONAL STAFF HIRING

It shall be the policy of the District to employ and retain the best qualified personnel. This will be accomplished by giving careful consideration to qualifications and by providing competitive salary schedules within the financial capability of the District, adequate facilities, and good working conditions.

The Board has the legal responsibility of approving the employment of all employees. While this responsibility cannot be waived, the Board assigns to the Superintendent the process of recruiting staff members. In carrying out this responsibility, the Superintendent may involve other staff members as needed. All personnel selected for employment must be recommended by the Superintendent and approved by the Board. The Board adopts the following general criteria, which shall be utilized in the selection process for initial employment:

- There will be no discrimination in the hiring process due to race, color, religion, sex, age, national origin, or disability of an otherwise qualified individual.
- Candidates for professional positions shall be qualified for and have the training necessary to perform the instructional duties or functions for which they have applied.
- Each candidate shall provide evidence of meeting state requirements for certification.
- Each candidate shall be requested to complete a consent-and-release form regarding conduct of a background investigation.
- A "background investigation" - consisting of communication with the applicant's (or employee's) former employer that concerns education, training, experience, qualifications, and job performance for the purpose of evaluation for employment

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

- shall be conducted on each individual to be considered for a recommendation of employment. Forms developed for this purpose are to be used.

Any employee's misstatement of fact that is material to qualifications for employment or the determination of salary shall be considered by the Board to constitute grounds for dismissal.

Before employment, schools or school districts shall verify the certification and fingerprint status of applicants who apply for school or school district positions that require certification.

Should the need arise to employ a teacher who meets the requirements for a conditional certificate before an applicant has obtained the appropriate valid fingerprint clearance card, the District may assist in obtaining the conditional certificate, and employ the teacher, by meeting all of the following conditions:

- The District verifies in writing on a form provided by the Arizona Department of Education (ADE) the necessity for hiring and placing the applicant into service before a fingerprinting check is completed.
- The District obtains from the Department of Public Safety a state-wide criminal records check on the applicant. Subsequent criminal records checks must be completed every one hundred twenty (120) days until a permanent certificate is received.
- The District searches the criminal records of all local jurisdictions outside Arizona where the applicant has lived in the previous five (5) years.
- The District obtains references from the applicant's current employer and two (2) most recent previous employers, except that for applicants who have been employed for at least five (5) years by the most recent employer, only references from that employer are required.
- The District provides general supervision of the applicant until permanent certification is issued by ADE.

Upon recommendation for employment the District shall confirm employment authorization and employment eligibility verification by participating in the E-Verify

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

program of the Department of Homeland Security's (DHS) U.S. Citizenship and Immigration Services Bureau (USCIS) and the Social Security Administration (SSA). The District will then complete the Form I-9 as required and maintain the form with copies of the necessary documents and documentation of the authorization and verification pending any inquiry.

The Superintendent of Public Instruction may also impose any additional conditions or restrictions deemed necessary.

Any person who permits unauthorized access to criminal history record information, releases criminal history record information, or procures the release or uses criminal history record information other than in accord with A.R.S. 41-1750 is guilty of a class 6 felony.

A teacher's professional candidate's acceptance of a contract offer must be indicated within ~~thirty (30)~~ fifteen (15) days from the date of the written contract or the offer is revoked. Written notice of the deadline date for acceptance shall be included in the contract offer or an attachment to the contract offer. The teacher candidate accepts the contract by signing the contract and returning it to the Governing Board or by making a written instrument which accepts the terms of the contract and delivering it to the Governing Board. If the written instrument includes terms in addition to the terms of the contract offered by the Board, the ~~teacher~~ candidate fails to accept the contract.

Adopted: date of manual adoption

LEGAL REF.:	A.R.S. 13-3716	23-211
	15-502	23-212
	15-503	38-201
	15-536	38-231
	15-538.01	38-232
	15-539	38-766.01
	15-550	41-1756

CROSS REF.: GCB - Professional Staff Contracts and Compensation
GCO - Evaluation of Professional Staff Members

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G-6100

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GCQF

DISCIPLINE, SUSPENSION, AND DISMISSAL OF PROFESSIONAL STAFF MEMBERS

Categories of Misconduct

Certificated staff members may be disciplined for infractions that include, but are not limited to, the following categories:

- Engaging in unprofessional conduct.
- Committing fraud in securing appointment.
- Exhibiting incompetency in their work.
- Exhibiting inefficiency in their work.
- Exhibiting improper attitudes.
- Neglecting their duties.
- Engaging in acts of insubordination.
- Engaging in acts of child abuse or child molestation.
- Engaging in acts of dishonesty.
- Being under the influence of alcohol while on duty.
- Engaging in the illicit use of narcotics or habit-forming drugs.
- Being absent without authorized leave.

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- Engaging in discourteous treatment of the public.
- Engaging in improper political activity.
- Engaging in willful disobedience.
- Being involved in misuse or unauthorized use of school property.
- Being involved in excessive absenteeism.
- Carrying or possessing a weapon on school grounds unless they are peace officers or have obtained specific authorization from the appropriate school administrator.

Statutory Requirements

Certificated staff members disciplined under A.R.S. 15-341, A.R.S. 15-539, or other applicable statutes:

- May not be suspended with or without pay for a period exceeding ten (10) school days under A.R.S. 15-341.
- May be suspended without pay for a period of time greater than ten (10) school days or dismissed under A.R.S. 15-539.
- Shall be disciplined under procedures that provide for notice, hearing, and appeal, subject to the requirements of A.R.S. 15-341 or A.R.S. 15-539, whichever is appropriate.
- Shall, if disciplined under A.R.S. 15-539 or other applicable statutes, excluding A.R.S. 15-341, receive notice in writing served upon the certificated staff member personally or by United States registered or certified mail addressed to the employee's last-known address. A copy of charges specifying instances of behavior and the acts of omissions constituting the charge(s), together with a copy of all applicable statutes, shall be attached to the notice.
- Shall have the right to a hearing in accordance with the following:
 - *Suspension under A.R.S. 15-341.* The supervising administrator will schedule a meeting not less than two (2) days nor more than ten (10) days

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after the date the certificated staff member receives the notice.

- *Dismissal or dismissal with suspension included under A.R.S. 15-539.* A certificated staff member's written request for a hearing shall be filed with the Board within ~~thirty (30)~~ ten (10) days after service of notice. The filing of a timely request shall suspend the imposition of a suspension without pay or a dismissal pending completion of the hearing.

General Provisions for Discipline Under A.R.S. 15-341

General provisions for discipline are as follows:

- *Informal consultation.* Nothing contained herein will limit a supervising administrator's prerogative to engage in informal consultation with a certificated employee to discuss matters of concern related to the employee's performance, conduct, etc.; however, when it is apparent that disciplinary action toward a certificated employee is likely to become a part of the certificated staff member's personnel record as permitted by A.R.S. 15-341, the procedures outlined herein shall be followed.
- *Persons authorized to impose discipline.* Any supervising administrator who is the immediate or primary supervisor of a certificated staff member is authorized to impose a penalty or penalties, short of dismissal. Only the Board may dismiss a certificated staff member.
- *Notice.* Any person who is required by this policy to give written notice to any other person affected by this policy may do so by any means reasonably calculated to give the recipient actual knowledge of the notice within a reasonable amount of time. When time is calculated from the date a notice is received, the notice is deemed to be received on the date it is hand delivered or three (3) calendar days after it is placed in the mail.
- *Administrative discretion.* In adopting these policies/procedures, it is the intention of the District that they be interpreted and applied in a reasonable fashion. The policies and regulations are not intended to restrict or eliminate the discretion traditionally afforded to supervising administrators to determine whether discipline is appropriate. Supervising administrators are therefore directed to continue to use reasonable discretion in determining whether a

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particular alleged violation merits discipline.

- *Right not to impose discipline.* The District reserves the right ~~not to~~ not discipline a certificated staff member for conduct that violates this policy.
- *Definition of work days.* For the purposes of this policy, a work day is any day that the District's central administrative office is open for business.
- *Additional reasons for discipline.* A certificated staff member may be disciplined for conduct that has occurred but that, at or near the time of misconduct, was not the subject of or identified as a reason for a specific proceeding under this policy.
- *Amendments.* ~~The District reserves the right to amend this policy in any way at any time. Any amendment shall have prospective application only.~~
- *Severability.* ~~If any provision of this policy is held to be invalid for any reason, such action shall not invalidate the remainder of this policy. If any provision of this policy conflicts with any provisions in any other policies adopted by the District, the provisions of this policy shall prevail.~~

Procedure for Discipline Under A.R.S. 15-341

The following procedures will be used to impose any discipline that 1) shall become a part of the certificated staff member's personnel record and 2) is permitted under A.R.S. 15-341:

Step 1 - Notice:

- Upon the supervising administrator's determination of the existence of cause to impose discipline, the supervising administrator shall notify the certificated staff member of intent to impose discipline. The notice shall be in writing and shall be delivered in person or by first-class mail. The notice shall include the following:
 - The conduct or omission on the part of the certificated staff member that

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constitutes the reason for discipline.

- A scheduled meeting time between the supervising administrator and the certificated staff member. Such meeting shall be scheduled not more than ten (10) working days after the date the certificated staff member receives the notice.
- A statement of the disciplinary action the supervising administrator intends to impose, including, if applicable, the number of days of suspension with or without pay.
- Copies of any available relevant documentation, at the discretion of the supervising administrator.

Step 2 – Discipline Hearing:

- At the hearing, the supervising administrator shall discuss with the certificated staff member the conduct that warrants disciplinary action and shall provide the certificated staff member with any appropriate evidence and a copy of relevant documentation if not previously provided.
- The supervising administrator shall conduct the hearing in an informal manner, without adherence to the rules of evidence and procedure required in judicial proceedings.

Step 3 - *Decision (in writing)*:

- At the hearing, or within ten (10) working days following the hearing, the supervising administrator shall, in writing, inform the certificated staff member of the decision. If the decision is to impose discipline, written notice of the discipline shall be enclosed. The written notice of the decision shall state that a copy of the notice, decision, and a record of the disciplinary action shall be placed in the certificated staff member's personnel file and shall specify the date the discipline shall be imposed unless the certificated staff member files a written request for appeal within five (5) working days after the decision is delivered to the

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certificated staff member. If the certificated staff member requests an appeal of the decision, the imposition of any discipline shall be suspended pending the outcome of the appeal.

Step 4 - Appeal:

- Discipline imposed may be appealed at the next organizational level, in writing, to the appropriate assistant superintendent or the Superintendent. Only when the discipline is determined by the Superintendent shall the appeal be to the Board, which, at its discretion, may appoint a hearing officer. The appeal shall contain a brief statement of the reasons why the certificated staff member believes the administrator's decision is incorrect. Appeal is limited to one (1) organizational level above the level of the supervising administrator who imposed the discipline.

The appeal shall specifically describe the part of the determination with which the certificated staff member disagrees:

- Determination was founded upon error of construction or application of any pertinent regulations or policies.
- Determination was unsupported by any evidence as disclosed by the entire record.
- Determination was materially affected by unlawful procedure.
- Determination was based on violation of any statutory or constitutional right.
- Determination was arbitrary and capricious.
- The penalty was excessive.

The supervising administrator, the Superintendent, or, when appropriate, the Board or the Board-appointed hearing officer may, at the conclusion of the appeal, uphold the discipline, modify the decision, or refer the matter back to the level from which it was appealed for rehearing and additional information. Such decision, along with specific direction as to the effective date of any discipline, shall be communicated to the

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certificated staff member within a reasonable amount of time following the appeal, not to exceed seven (7) working days.

~~Additional Provisions and Conditions~~

~~During the pendency of the hearing, neither the certificated staff member nor the supervising administrator shall contact the Superintendent or a Board member to discuss the merits of the supervising administrator's recommendation or charges and proposed discipline except as provided by this policy. No attempt shall be made during such period to discuss the merits of the charges with the person designated to act as hearing officer.~~

The assigned hearing officer shall, by use of a mechanical device, make a record of the appeal hearing.

This policy, under A.R.S. 15-341, does not apply to dismissal of a certificated staff member except to the extent that the Board may find, subsequent to dismissal proceedings, that a lesser form of discipline as set forth in this policy should be imposed.

Not all administrative actions regarding a certificated staff member are considered "discipline," even though they may involve alleged or possible violations by the certificated staff member. This policy addresses only discipline and has no application to any of the following:

- The certificated staff member evaluation procedure or the resulting evaluations as they pertain to the adequacy of the certificated staff member's classroom performance.
- Letters or memorandums directed to a certificated staff member containing directives or instructions for future conduct.
- Counseling of a certificated staff member concerning expectations of future conduct.
- Nonrenewal of a contract of a certificated staff member employed by the District

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for less than the major portion of three (3) consecutive school years (noncontinuing certificated staff member).

**General Provisions for Suspension
Without Pay or Dismissal Under
A.R.S. 15-539**

Step 1 - Notice:

- The Governing Board, except as otherwise provided by A.R.S. 15-539, shall upon receipt of a written statement of charges from the Superintendent that cause exists for the suspension of a certificated teacher without pay for a period longer than ten (10) school days or dismissal, shall give notice to the teacher of the Board's intention to suspend without pay or dismiss the teacher at the expiration of ten (10) days from the date of service of the notice.
 - If charges presented to the Board for dismissal of a certificated person allege immoral conduct, the charge or a resignation involving such charges shall be reported to the Department of Education.
 - Whenever the statement of charges by the Superintendent allege immoral or unprofessional conduct as the cause for dismissal, the Board may adopt a resolution to file a complaint with the State Department of Education. Pending disciplinary action by the State Board, the certificated teacher may be reassigned by the Superintendent or the Governing Board may place the teacher on administrative leave and give notice to the teacher of the administrative leave of absence pursuant to A.R.S. 15-540.
 - As used in this policy, immoral conduct means any conduct that is contrary to the moral standards of the community and that reflects an unfitness to perform the duties assigned to the certificated staff member.
- The Governing Board, upon adoption of a written statement charging a certificated teacher with cause for suspension without pay or dismissal, may immediately place the teacher on administrative leave of absence and give the

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teacher notice of the administrative leave of absence.

- Written notice of the administrative leave of absence shall be served on the teacher personally or by United States registered mail addressed to the teacher at the teacher's last known address.

Step 2 – Hearing for Suspension Without Pay or Dismissal:

- The Governing Board shall decide whether to hold a hearing on the dismissal or suspension of a certificated teacher without pay for a period of time longer than ten (10) days as provided in A.R.S. 15-541.
 - **OPTIONS** - The Governing Board may provide, (A) by policy or (B) vote at its annual organizational meeting, that all hearings conducted pursuant to this section shall be conducted before a hearing officer.
- If the Governing Board decides not to hold a hearing, the Board shall designate a hearing officer to:
 - hold the hearing,
 - hear the evidence,
 - prepare a record of the hearing, and
 - issue a recommendation to the Board for action.
- If the parties cannot mutually agree on a hearing officer, a hearing officer shall be selected by the Governing Board from a list provided by the State Department of Education or the American Arbitration Association.
- A hearing held pursuant to A.R.S. 15-541 may not be conducted by any hearing officer having a personal interest which would conflict with the hearing officer's objectivity in the hearing.

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- The hearing shall be held
 - not less than fifteen (15) days, nor
 - not more than thirty (30) days
 - after the request is filed, unless all parties to the hearing mutually agree to a different hearing date.
- Notice of the time and place of the hearing shall be given to the teacher not less than three (3) days before the date of the hearing.
- The teacher may request that the hearing be conducted in public or private.
- At the hearing the teacher may appear in person and by counsel, if desired, and may present any testimony, evidence or statements, either oral or in writing, in the teacher's behalf.
- An official record of the hearing, including all testimony recorded manually or by mechanical device, and exhibits shall be prepared by the Governing Board or the hearing officer.
- The teacher who is the subject of the hearing may not request that the testimony be transcribed unless the teacher agrees in writing to pay the actual cost of the transcription.
- Within ten (10) days after a hearing conducted by the Governing Board the Board shall
 - determine whether there existed good and just cause for the notice of dismissal or suspension, and
 - affirm or withdraw the notice of dismissal or suspension.
- Within ten (10) days after a hearing conducted by a hearing officer, the hearing officer shall
 - deliver a written recommendation to the Governing Board that includes

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findings of fact and conclusions.

- Parties to the hearing have the right to object to the findings of the hearing officer and present oral and written arguments to the Governing Board.
- The Governing Board has an additional ten (10) days to determine whether good and just cause existed for the notice of dismissal or suspension and shall render its decision accordingly, either affirming or withdrawing the notice of suspension or dismissal.
 - Good and just cause does not include religious or political beliefs or affiliations unless they are in violation of the oath of the teacher.

**Additional Provisions
and Conditions**

During the pendency of a hearing, neither the certificated staff member nor the supervising administrator shall contact the Superintendent or a Board member to discuss the merits of the supervising administrator's recommendation or charges and proposed discipline except as provided by this policy. No attempt shall be made during such period to discuss the merits of the charges with the person designated to act as hearing officer.

The Governing Board shall keep confidential the name of a student involved in a hearing for dismissal, discipline, or action on a teacher's certificate, with exceptions as noted in A.R.S. 15-551.

Amendments. The District reserves the right to amend this policy in any way at any time. Any amendment shall have prospective application only.

Severability. If any provision of this policy is held to be invalid for any reason, such action shall not invalidate the remainder of this policy. If any provision of this policy conflicts with any provisions in any other policies adopted by the District, the provisions of this policy shall prevail.

~~In the case of dismissal or dismissal with suspension under A.R.S. 15-539, hearing and appeal procedures shall follow those provided for in the appropriate statutes.~~

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~~for dismissal constitutes immoral conduct, the Governing Board may adopt a resolution authorizing filing of a complaint with the State Board of Education. Pending disciplinary action by the State Board of Education on a Governing Board complaint alleging immoral conduct, a teacher may be reassigned by the administrator or placed on administrative leave by the Board, per A.R.S. 15-540. When the Superintendent reasonably suspects or receives a reasonable allegation that an act of immoral or unprofessional conduct that would constitute grounds for dismissal or criminal charges by a certificated person has occurred, a report shall be made to the Department of Education by the Superintendent, per A.R.S. 15-514.~~

~~The Governing Board shall keep confidential the name of a student involved in a hearing for dismissal, discipline, or action on a teacher's certificate, with exceptions as noted in A.R.S. 15-551.~~

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DISCUSSION

Item 11C.

Policy Advisories
441 - 461

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item #

FROM: Paul Stanton, Superintendent Reading X

DATE: September 11, 2012 Discuss X

SUBJECT: Policy Review--First Reading of Policy Advisories: Action
441 - 461 (various sections)

OBJECTIVE: Board Governance

SUPPORTING DATA:

To insure compliance with State Statutes the attached Policy Advisories (441 – 461) have been submitted by the Arizona School Boards Association (ASBA) relating to Section D – Finance, Section E – Support Services, Section G – Personnel, Section I – Instruction, Section K – School & Community Relations, and Section J - Students for Board review.

-E = Exhibit, -R = Regulation

Governing Board adoption is not required for exhibits and regulations but is provided in the packet for information purposes.

441	DGD	Credit Cards
	DGD-R	Credit Cards
	DGD-E	Credit Cards
442	DJE	Bidding/Purchasing Procedures
443	EF-R	Food Services (Addendum A)
444	GB	General Personnel Policies
445	GCCD	Professional/Support Staff Military/Legal Leave
446	GCK	Professional Staff Assignments and Transfers
447	GCMF	Professional Staff Duties and Responsibilities
448	GCO	Evaluation of Professional Staff Members
	GCO-RA	Evaluation of Professional Staff Members (Addendum B)
449	IHAL	Teaching About Religion
450	IHAMB	Family Life Education
451	IHBCA	Programs for Pregnant/Parenting Students
452	IHBE	Bilingual Instruction/Native Language Instruction
453	IHBHD	Online/Concurrent/Correspondence Courses
454	IKE-RB	Promotion and Retention of Students
455	IJM	Special Interest Materials Selection and Adoption
456	KD	Public Information and Communication
457	KHC	Distribution/Posting of Materials
458	GBAB	Medical Marijuana Standards and Conditions for Employees
459	GBECA	Nonmedical Use or Abuse of Drugs or Alcohol
460	JICH	Drugs and Alcohol Use by Students
461	KFA	Public Conduct on School Property

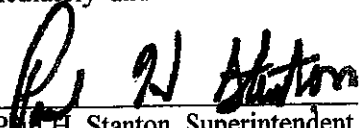
SUMMARY & RECOMMENDATION:

This is the First Reading of changes to policies, exhibits and/or regulations.

HUSD director's summaries are attached and information regarding these advisories has been provided by ASBA to assist the Board in understanding legislation and is included along with the proposed draft policies.

The Second Reading will be included on a future meeting agenda. Upon approval these policies/regulations/exhibits will become effective immediately and will be added to the current Policy Manual.

Approved for transmittal to the Governing Board:


Dr. Paul H. Stanton, Superintendent

Questions should be directed to:

Please call Mary Diaz @ 759-4000. Mrs. Diaz will refer the call to the appropriate director.

SUMMARY – SECTION D - FINANCE – POLICY ADVISORIES (Cynthia Windham)

Policy Advisory No. 441

DGD - Credit Cards

DGD-R - Credit Cards

DGD-E - Credit Cards

This Advisory is in response to USR Memorandum No. 253 which addresses the need for more definitive language related to the use, security, control limits, issuance, purchasing limitations, purchasing documentation, payment processing, rebates/incentives, and staff training.

It is the recommendation of administration to accept this advisory as presented by ASBA.

Policy Advisory No. 442

DJE - Bidding/Purchasing Procedures

Senate Bill 1060 adds section L to ARS 15-213 which states that the maximum limit amount of an individual job order for job-order-contracting construction services shall be one million dollars or a higher or lower amount prescribed by the governing board.

It is the recommendation of administration to accept this advisory as presented by ASBA (maximum limit of one million dollars).

SUMMARY – SECTION E – SUPPORT SERVICES – POLICY ADVISORY (Tami Hitt-Wyant)

Policy Advisory No. 443

EF-R Food Services (Addendum A)

Provisions require school food authorities participating in the National School Lunch Program to ensure that schools are providing the same level of support for lunches served to students who are not eligible for free or reduced price lunches as they are for lunches served to student eligible for free lunches.

It is the recommendation of administration to accept this advisory as presented by ASBA.

SUMMARY – SECTION G – PERSONNEL - POLICY ADVISORIES (Dan Streeter)

Policy Advisory No. 444

GB-General Personnel Policies

HUSD Board Policy does not currently include Policy GB- General Personnel Policies. It is recommended that this policy be added as shown in the Advisory.

It is the recommendation of administration to accept this advisory as presented by ASBA.

Policy Advisory No. 445

GCCD-Professional/Support Staff Military/Legal Leave

Policy Advisory No. 445 revises Policy GCCD by removing the second paragraph consisting of one sentence (~~Such leave will not count as experience to advance on the salary schedule~~). This recommendation is based on inconsistencies with the Uniformed Services Employment and Reemployment Rights Act of 1994 as noted in the Advisory.

It is the recommendation of administration to accept this advisory as presented by ASBA.

Policy Advisory No. 446**GCK-Professional Staff Assignments and Transfers**

Policy Advisory No. 446 adds substantive language to Policy GCK based on changes to ARS 15-537 related to teacher transfers and performance classifications. HB 2823 has provided changes to the Teacher Evaluation Tool which will include specific classification labels beginning in SY 13-14.

It is the recommendation of administration to accept this advisory as presented by ASBA.

Policy Advisory No. 447**GCMF-Professional Staff Duties and Responsibilities**

Policy Advisory No. 447 provides two additions to Policy GCMF. HB 2823 details student learning as a focus for professional time (*Make student learning the primary focus of the teacher's professional time*). This statement also appears in Policy Advisories directly related to the New Teacher Evaluation System. The second proposed amendment is a necessary qualifying portion of Policy GCMF based on an addition of Policy IHAL, Teaching About Religion (*A teacher who instructs a course offered under Policy IHAL, Teaching About Religion, in its appropriate historical context and in good faith shall be immune from civil liability and disciplinary action pursuant to section A.R.S. 15-535*).

It is the recommendation of administration to accept this advisory as presented by ASBA.

Policy Advisory No.448**GCO-Evaluation of Professional Staff Members
GCO-RA-Evaluation of Professional Staff Members
(Addendum B)**

Policy Advisory No. 448 revises Policy GCO and GCO-RA to address the provisions of HB 2823 related to the evaluation of professional staff members. At the June 12, 2012 Board meeting, the HUSD Governing Board voted to postpone the full implementation of the new teacher evaluation requirements until school year 2013-14. The new language proposed in the Advisory would contradict the current teacher evaluation process and protocol. The district is currently in compliance with the Dates of Significance detailed in Addendum B.

Based on advice from Dr. Terry Rowles, Senior Policy Advisor for the Arizona School Boards Association, the Board may elect to:

- Delay approval of the amendments of Policy GCO and GCO-RA as noted in the Advisory until the 2013-2014 School Year.
- Make a provisional adoption to take effect at the beginning of the 2013-2014 School Year.
- Amend Policies GCO and GCO-RA to include components solely and directly related to the Principal Evaluation which was approved for the 2012-2013 school year at the June 12, 2012 Board meeting. Additionally, the Board would make a provisional adoption for the components of Policy GCO and GCO-RA solely and directly related to the teacher evaluation to take effect at the beginning of the 2013-2014 School Year.

Policy Advisory No. 458**GBAB-Medical Marijuana Standards and Conditions for Employees**

Policy Advisory No. 458 eliminates Policy GBAB based on HB 2349 which amends A.R.S. 15-108 and A.R.S. 36-894 to prohibit the possession or use of marijuana on any public school campus or child care facility. Adjustments made to Policy GBECA (noted below) simplify the language related to Nonmedical Drug Use and Medical Marijuana.

It is the recommendation of administration to accept this advisory as presented by ASBA.

Policy Advisory No. 459**GBECA-Nonmedical Use or Abuse of Drugs or Alcohol**

Policy Advisory No. 459 substantively amends Policy GBECA to provide consistency with HB 2349 which bans the possession or use of all marijuana, medically prescribed or not, at Arizona public universities and schools. Additionally, adjustments are meant to simplify language and clarify the District stance on Policy GBECA. Policy GBECA does prohibit the use of, possession of, or being impaired by marijuana on district property, at a District event, or during the person's regular or extended hours of employment.

It is the recommendation of administration to accept this advisory as presented by ASBA.

SUMMARY – SECTION I – INSTRUCTION - POLICY ADVISORIES (Diana Green)**Policy Advisory No. 449****IHAL – Teaching About Religion**

- Policy IHAL is presented as a new ASBA policy document.
- It is a response to A.R.S 15-717.01 which addresses elective courses that address history and literature of the old and new testaments.
- This is seen as an optional policy for districts who determine it appropriate to offer an elective class that address the State Board's standards.
- It is recommended that prior to offering such a course, legal review shall be conducted to ensure that course complies with the First Amendment.

It is the recommendation of administration to accept this advisory as presented by ASBA.

Policy Advisory No. 450**IHAMB – Family Life Education**

- Adds a new section to the policy: Promotion of Childbirth
- Language directs that a district shall not endorse or provide financial or instructional program support to any program that does not present childbirth and adoption as preferred option to elective abortion.

It is the recommendation of administration to accept this advisory as presented by ASBA.

Policy Advisory No. 451**IHBCA – Programs for Pregnant/Parenting Students**

- 3rd paragraph – Removes the requirement for pregnant students to notify school authorities of their status.

It is the recommendation of administration to accept this advisory as presented by ASBA.

Policy Advisory No. 452**IHBE – Bilingual Instruction/Native Language Instruction**

- Under "Prerequisites for Waiver Requests" adds "full description" to the second bullet.
- Addresses A.R.S. 15-753 that ...the parent be provided a full description of the educational materials to be use in the different educational program choices.

It is the recommendation of administration to accept this advisory as presented by ASBA.

Policy Advisory No. 453**IHBHD – Online/Concurrent/Correspondence Courses**

- Substitutes “and” for “or” in the section of the policy listing the requirements for a student to participate in Arizona online instruction.

It is the recommendation of administration to accept this advisory as presented by ASBA.

Policy Advisory No. 454**IKE-RB – Promotion and Retention of Students**

- Provides adjusted language for clarity in regard to A.R.S. 15-701, “Competency Requirements for Promotion of Students from Third Grade for School Years 2010-2011, 2011-2012, 2012-2013”.
- Language has been added that states the district shall offer at least one intervention strategy and at least one remedial strategy for pupils with reading deficiencies.
- New language also provides for parent notification and the opportunity to choose the strategy to be implemented.

It is the recommendation of administration to accept this advisory as presented by ASBA.

Policy Advisory No. 455**IJM – Special-Interest Materials**

- 2nd Paragraph – Removes the words, “commercial, political, religious, or other” from a list of sources needing approval by principal.

It is the recommendation of administration to accept this advisory as presented by ASBA.

SUMMARY – SECTION J – STUDENTS - POLICY ADVISORY (Diana Green)**Policy Advisory No. 460****JICH – Drugs and Alcohol Use by Students**

- Within the “Medical Marijuana” section, a sentence dealing with medical marijuana card holders has been added. It stipulates that “student medical marijuana card holders shall not possess or engage in the use of marijuana on District property, in a District vehicle, or at a District sponsored event”.
- The next sentence adds the word “District”. Student medical marijuana card holders are subject to the same code of conduct and disciplinary standards applicable to all “District students”.
- All bullets under the sentence that states: “A student medical marijuana card holder shall not...” have been removed.
- The last sentence in this section regarding consequences for violations has been removed.

It is the recommendation of administration to accept this advisory as presented by ASBA.

SUMMARY – SECTION K – SCHOOL & COMMUNITY RELATIONS - POLICY ADVISORIES (Mariela Bean)**Policy Advisory No. 426****KD--Public Information and Communication****3rd Paragraph**

- Removes words “of a commercial, political, or religious nature”
- Adds “without the approval of the principal.”

It is the recommendation of administration to accept this advisory as presented by ASBA.

Policy Advisory No. 457**KHC—Distribution/Posting of Promotional Materials**

- Minor semantic and convention revisions throughout Policy.
- 2nd Paragraph—Adds “material other than that which provides financial benefit to the educational program as determined by the Board.” Removes specific description of types of non-promotional materials.
- 3rd Paragraph—Removes specific list of areas of instruction for which promotional literature is permitted to be displayed.
- Last Paragraph—Describes process for challenging the denial to the distribution/posting of materials and for the complaint process.
- Recommends seeking legal counsel relative to “substantive questions or dilemmas.”

It is the recommendation of administration to accept this advisory as presented by ASBA.

Policy Advisory No. 461**KFA—Public Conduct on School Property**

- Last bullet regarding medical marijuana—Adds wording “No person shall possess or engage in the use of medical marijuana on District property, at a District event, or in a District vehicle.”
- Removes all exceptions as authorized by ARS §36-2801.

It is the recommendation of administration to accept this advisory as presented by ASBA.

POLICY SERVICES ADVISORY

Volume 24, Number 3

July 2012

Policy Advisory No. 441	DGD — Credit Cards DGD-R — Credit Cards DGD-E — Credit Cards
Policy Advisory No. 442	DJE — Bidding/Purchasing Procedures
Policy Advisory No. 443	EF-R — Food Services (Addendum A)
Policy Advisory No. 444	GB — General Personnel Policies
Policy Advisory No. 445	GCCD — Professional/Support Staff Military/Legal Leave
Policy Advisory No. 446	GCK — Professional Staff Assignments and Transfers
Policy Advisory No. 447	GCMF — Professional Staff Duties and Responsibilities
Policy Advisory No. 448	GCO — Evaluation of Professional Staff Members GCO-RA—Evaluation of Professional Staff Members (Addendum B)
Policy Advisory No. 449	IHAL—Teaching About Religion
Policy Advisory No. 450	IHAMB—Family Life Education
Policy Advisory No. 451	IHBCA — Programs for Pregnant/Parenting Students

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Policy Advisory No. 452	IHBE – Bilingual Instruction/Native Language Instruction
Policy Advisory No. 453	IHBHD—Online/Concurrent/Correspondence Courses
Policy Advisory No. 454	IKE-RB— Promotion and Retention of Students
Policy Advisory No. 455	IJM—Special – Interest Materials Selection and Adoption
Policy Advisory No. 456	KD—Public Information and Communication
Policy Advisory No. 457	KHC—Distribution/Posting of Promotional Materials
Policy Advisory No. 458	GBAB—Medical Marijuana Standards and Conditions for Employees
Policy Advisory No. 459	GBECA — Nonmedical Use or Abuse of Drugs or Alcohol
Policy Advisory No. 460	JICH — Drugs and Alcohol Use by Students
Policy Advisory No. 461	KFA — Public Conduct on School Property

Policy Advisory Discussion

Policy Advisory No. 441. Policy DGD, DGD-R, DGD-E — Credit Cards.

Policy Advisory 441 is in response to USFR Memorandum No. 253. The Advisory addresses Policy DGD which will need to be considered by the board. The regulation (DGD-R) and the exhibit (DGD-E) need the attention of the superintendent; board action is not necessary. Memorandum No. 253 addresses the need for more definitive language related to the use, security, control limits, issuance, purchasing limitations, purchasing documentation, payment processing, rebates/incentives, and staff training. Language adjustments to regulation DGD-R provide the necessary language.

Exhibit DGD-E has additional language that documents that the person signing the exhibit has been advised of purchasing limitations and has been provided the opportunity to ask questions related to Policy DGD and Regulation DGD-R. It is recommended by ASBA that each district maintain appropriate training records including the signed exhibit for each employee who is approved to use a district credit/procurement card.

<i>Note:</i> This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.	Page 2 of 84
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Policy Advisory No. 442. Policy DJE - Bidding/Purchasing Procedures.

Senate Bill 1060 adds section L to A.R.S. 15-213 which states that the maximum limit amount of an individual job order for job-order-contracting construction services shall be one million dollars or a higher or lower amount prescribed by the governing board. Policy language provides the opportunity to determine the maximum amount the board will prescribe as appropriate for the district. Board action on this Policy Advisory must include that amount and subsequently be transmitted to ASBA for inclusion in the document.

Policy Advisory No. 443. Regulation EF-R — Food Services.

EF-R is an administrative regulation needing the attention of the superintendent; board action is not necessary. Policy Advisory 443 is in response to a USDA memorandum related to section 205 of the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296). Provisions require school food authorities participating in the National School Lunch Program to ensure that schools are providing the same level of support for lunches served to students who are not eligible for free or reduced price lunches as they are for lunches served to students eligible for free lunches. Food service managers or the person charged with the food service program should refer to the USDA memorandum dated March 2, 2011, Equity in School Lunch Pricing Fact Sheet for greater detail (a copy has been attached to this communication as Addendum A).

Policy Advisory No. 444. Policy GB — General Personnel Policies

Policy Advisory No. 444 revises Policy GB, General Personnel Policies, to remove the last sentence in the second paragraph. This policy was inserted into the Policy Manual as Policy Advisory 368, Volume 22, Number 1 in February 2010, and included an expansive conclusion in the second paragraph which stated "The policies, regulations, exhibits, and other documents in the Policy Manual do not form any part of any employment contract or employment agreement between the School District and any individual employee." This has been deleted since some case law supports the principle that policies relating to employment are deemed to be part of the contract; because of this, Policy Services thought it best to take a cautious approach in its model language in this area.

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Policy Advisory No. 445. Policy GCCD — Professional/Support Staff Military/Legal Leave

Policy Advisory No. 445 revises Policy GCCD, to remove the second paragraph, consisting of one sentence. This has been deleted since it may be inconsistent with USERRA, Uniformed Services Employment and Reemployment Rights Act of 1994, which is briefly summarized in GCCD-E with a reference to [http:// www.dol.gov/vets/](http://www.dol.gov/vets/). Any legal questions pertaining to challenges or substantive issues should be referred to legal counsel.

Policy Advisory No. 446. Policy GCK —Professional Staff Assignments and Transfers.

HB 2823 adds substantive changes to A.R.S. 15-537 referencing teacher transfers and the performance classifications adopted by the State Board of Education pursuant to A.R.S. 15-203(A)(38).

Policy Advisory No. 447. Policy GCMF — Professional Staff Duties and Responsibilities.

This policy has two additions which are based on a change to A.R.S. 15-521 found in HB 2823 and the necessity of qualifying a portion of Policy GCMF due to the addition of Policy IHAL, Teaching About Religion.

Policy Advisory No. 448. Policy GCO and GCO-RA — Evaluation of Professional Staff Members.

Policy Advisory No. 448 revises Policy GCO, Evaluation of Professional Staff Members, and regulation GCO-RA to address the provisions of HB 2823, Fiftieth Legislature, Second Regular Session 2012, amending Arizona Revised Statutes Sections 15-203, 15-341, 15-503, 15-521, 15-536, 15-537, 15-538.01, 15-539, and 15-977. HB 2823 also added Arizona Revised Statute Section 15-537.01 to Arizona Revised Statutes Title 15, Education, Chapter 5, Article 3. The Session Laws, Section 11 and Section 12, which are not chaptered, contain two specific dates of significance and information related to teacher and principal evaluations. A brief summary of salient parts of the above statutes and session laws follow. Pertinent dates of significance in this summary of the provisions of HB 2823 are attached to this communication as Addendum B.

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A.R.S. 15-203(A)(38) delineates the responsibility of the State Board of Education, on or before **December 1, 2012**, to adopt and maintain a model framework for a teacher and principal evaluation instrument that includes quantitative data on student academic progress that accounts for between thirty-three per cent and fifty per cent of the evaluation outcomes. Such model framework shall include four performance classifications, designated as **highly effective, effective, developing, and ineffective**, and guidelines for school districts and charter schools to use in their evaluation instruments.

The State Board of Education is further directed to adopt best practices for professional development and evaluator training and is given the authority to periodically make adjustments to align the model framework for teacher and principal evaluations with assessment or data changes at the state level.

School districts and charter schools shall, in a public meeting, by **school year 2013-2014**, adopt definitions for the performance classifications adopted by the State Board of Education. The performance classifications are to be applied to the evaluation instruments in a manner designed to improve principal and teacher performance. At least annually, the school district governing board shall discuss at a public meeting its aggregate performance classifications of principals and teachers.

A.R.S. 15-341(A)(42) requires the school district governing board to adopt in a public meeting and implement by **school year 2013-2014** policies for principal evaluations. Prior to adoption, the governing board shall provide opportunities for public discussion on the proposed policies which shall describe the following:

- The principal evaluation instrument, including the four performance classifications adopted by the governing board pursuant to ARS 15-203(A)(38).
- Alignment of professional development opportunities to the principal evaluations.
- Incentives for principals in one of the two highest performance classifications referenced above, which may include
 - Multiyear contracts as authorized in A.R.S. 15-503 with the restriction that if the principal's contract is for multiple years the school district shall not offer to extend or negotiate the contract until May of the year preceding the final year of the contract.

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- Incentives to work at schools assigned a letter grade of "D" or "F" pursuant to A.R.S. 15-241.
- Transfer and contract processes for principals designated in the lowest performance classification pursuant to A.R.S. 15-203(A)(38).

A.R.S. 15-503(C) provides the following:

- That the term of employment of principals may be for any period not exceeding three years pursuant to A.R.S. 15-341(A)(42) except that if the principal's contract with the school district is for multiple years the school district shall not offer to extend or negotiate the contract until May of the year preceding the final year of the contract.
- That the governing board shall establish systems for the evaluation of the performance of principals that meet the requirements prescribed in A.R.S. 15-203(A)(38).
- That the board makes available the evaluation and performance classification pursuant to A.R.S. 15-203(A)(38) of each principal in the school district to school districts and charter schools that are inquiring about the performance of the principal for hiring purposes.

A.R.S. 15-521, Duties of Teachers, contains a provision which requires the modification of Policy GCMF, Professional Staff Duties and Responsibilities, to add the requirement that every teacher shall make student learning the primary focus of the teacher's professional time. This policy will also be updated to delete an older provision which is no longer part of the statute.

A.R.S. 15-536, Offer of Contract to Certificated Teacher Who Has Not Been Employed More Than Three Consecutive School Years, extends the application of this statute to include each teacher who is beginning the teacher's fourth year of employment and who has been designated in one of the two lowest performance classifications pursuant to A.R.S. 15-203(A)(38) and who is under a contract of employment with the school district for the current school year. Teachers covered under this statute shall not have the right to a hearing pursuant to ARS 15-539(G).

A.R.S. 15-537, Performance of Certificated Teachers; Evaluation System; Definition, directs the governing board to establish a system for the evaluation of the performance of certificated teachers in the school district that meets the requirements prescribed in A.R.S. 15-203(A)(38), to adopt teacher evaluation policies in a public meeting by school year 2013-2014. Prior to adoption, the governing board shall provide opportunities for public discussion on the proposed policies which shall describe the following:

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- Incentives for teachers in the highest performance classification, including multiyear contracts not to exceed three years. A teacher may accept or decline a multiyear contract. The teacher is not excluded from the application of A.R.S. 15-538.01, 15-540, 15-541 or 15-549.
- Incentives for teachers in the two highest performance classifications to work at schools that are assigned a letter grade of *D* or *F* pursuant to A.R.S. 15-241.
- Protection for teachers who are transferred to schools that are assigned a letter grade of *D* or *F* pursuant to A.R.S. 15-241.
- Protection for teachers if the principal of the school is designated in the lowest performance classification.

Beginning in school year **2015-2016**, the policies prescribed in the four bullets above shall describe the following:

- Support and consequences for teachers designated in the lowest performance classification.
- An intervention option for teachers designated in the lowest performance classification that includes the use of a performance improvement plan for those teachers pursuant to A.R.S. 15-539. This intervention must be limited in policy to being used only once for each teacher.
- Dismissal policies pursuant to A.R.S. 15-539 for teachers who continue to be designated in the lowest performance classification following use of the intervention option.
- Dismissal policies pursuant to A.R.S. 15-539 for teachers who are not provided an intervention option. The policies shall require that the school district governing board initiate the notice of inadequacy of classroom performance process pursuant to A.R.S. 15-539 no later than the second consecutive year that the teacher is designated in the lowest performance classification.

A teacher who has been employed by the school district for the major portion of three or more consecutive school years and who is designated in the lowest performance classification for two consecutive school years shall not be transferred as a teacher to another school in that school district unless the district has issued a notice of inadequacy of classroom performance and approved a performance improvement plan for the teacher pursuant to A.R.S. 15-539 and the governing board has approved the new placement as in the best interests of the pupils in the school. A teacher shall not be transferred more than once pursuant to this statute.

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A.R.S. 15-537 also provides that the governing board shall prescribe specific procedures for the teacher performance evaluation system pursuant to ARS 15-203(A)(38) which shall include at least two actual classroom observations of the certificated teacher demonstrating teaching skills in a complete and uninterrupted lesson by the person observing the teacher. There shall be at least sixty calendar days between the first and last observations. Within ten business days after each observation, the person observing the teacher shall provide written feedback to the teacher.

Copies of the evaluation report and performance classification of a certificated teacher retained by the governing board and the department of education are confidential, do not constitute a public record and shall not be released to any person except to those stipulated in the statute with the recent addition of allowing release to school districts and charter schools that inquire about the performance of the teacher for employment purposes.

There is an additional admonition in A.R.S. 15-537 that any school district policy pertaining to the transfer of teachers from one school to another school within the school district shall take into consideration the needs of the pupils in the school district and the current distribution of teachers across all of the four performance classifications adopted by the state board of education pursuant to A.R.S. 203(A)(38).

A.R.S. 15-537.01 is a new statute which addresses the posting of best practices for teacher and principal evaluation systems. This statute requires that by **September 15, 2012**, the Department of Education shall identify and prominently post on the website maintained by the Department the best practices for the implementation and assessment of principal and teacher evaluation systems. The best practices which are posted are to be derived from at least the following Arizona public schools:

- One large school district located in a county with a population of at least eight hundred thousand persons.
- One small school district located in a county with a population of at least eight hundred thousand persons.
- One school district located in a county with a population of fewer than eight hundred thousand persons.
- One charter school.

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The best practices posted by the Department of Education pursuant to the above shall include detailed information on

- The implementation process for teacher and principal evaluation systems.
- The evaluation weightings.
- The types of qualitative and quantitative elements used.
- The methods in which the evaluations guide professional development.
- The types of decisions for which the evaluations are used.

A.R.S. 15-538.01, provides, subject to statutory references, that the governing board shall offer to each certificated teacher who has been employed more than the major portion of three consecutive years and who is under contract of employment with the school district for the current year a contract renewal for the next ensuing school year unless the teacher has been given notice of the board's intent not to offer a contract and to dismiss the teacher as provided in section ARS 15-539. The legislature added that the governing board shall offer a contract to each certificated teacher who is not designated in the lowest performance classification pursuant to A.R.S. 15-203(A)(38) and was offered a contract in the prior year pursuant to A.R.S. 15-536 unless the teacher has been given notice of the board's intent not to offer a contract and to dismiss the teacher as provided in section A.R.S. 15-539.

A.R.S. 15-539 references the exception provided in A.R.S. 15-536 for a certificated teacher who is beginning the teacher's fourth year of employment and who has been designated in one of the two lowest performance classifications pursuant to A.R.S. 15-203(A)(38) and who is under a contract of employment with the school district for the current school year.

This statute now adds to the governing board's responsibility to develop a definition of inadequacy of classroom performance the requirement to ensure that the definition aligns with the performance classifications adopted by the State Board of Education pursuant to A.R.S. 15-203(A)(38).

A.R.S. 15-977, Classroom Site Fund; Definitions, directs that beginning in school year 2014-2015, individual teacher performance as measured by the teacher's performance classification pursuant to A.R.S. 15-203(A)(38) shall be a component of the school district's portion of the forty per cent allocation for teacher compensation based on performance and employment related expenses and that the individual teacher performance component shall account for thirty-three per cent of the forty per cent allocation for such compensation.

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Session Laws, Section 11, which is not chaptered, contains two specific dates of significance and information related to teacher and principal evaluations as follows:

Notwithstanding A.R.S. 15-203(A)(38), a school district governing board or a charter school governing body may elect to postpone the full implementation of the required teacher and principal evaluation until the 2013-2014 school year if a majority of the governing board or a majority of the governing body votes to postpone the evaluation implementation at a public meeting and adopts a plan at the public meeting that includes

- All of the following, which shall be adopted before **September 30, 2012**:
 - A timeline for the evaluation to be implemented by the beginning of the 2013-2014 school year.
 - A plan for engaging teachers and other interested stakeholders.
 - A plan to determine how the evaluations will guide professional development.
- All of the following, which shall be adopted before **December 31, 2012**:
 - An instrument or instruments considered for the evaluation.
 - The percentage of the outcome of the evaluation in accordance with the framework adopted by the State Board of Education pursuant to A.R.S. 15-203(A)(38), as amended.

Session Laws, Section 12, which also is not chaptered, addresses a pilot evaluation instrument that complies with the framework adopted by the State Board of Education pursuant to A.R.S. 15-203(A)(38), as amended, for school districts and charter schools. The pilot evaluation instrument may be developed by the State Department of Education and may be pilot tested in the school districts and charter schools that choose to participate in the pilot program in school year 2012-2013.

Refer to Addendum B for the dates of significance from HB 2823.

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Policy Advisory No. 449. Policy IHAL – Teaching About Religion.

Policy IHAL is presented as a new ASBA policy document; it is response to House Bill 2563 with subsequent language established in A.R.S. 15-717.01. The language establishes that the State Board of Education “shall include in history or English arts standards, or both”, specific concepts related to the history and literature of the Old Testament and the New Testament. Language is clear that this does not require pupils who do not enroll in the elective course prescribed in the bill to receive instruction on the historical study of biblical text.

The bill states that a school district or charter school “may” offer an elective course pertaining to how the Bible has influenced western culture for pupils in grades nine through twelve. A district may offer this as an online course. Subsequently, ASBA sees this as an optional policy for those districts who determine it appropriate to offer an elective class that addresses the State Board’s standards. Also, since the course is specific to grades nine through twelve consideration of this policy should be by unified districts, union high school districts, and charter schools who serve grades nine through twelve.

Language in the bill establishes that a district or charter school may develop a new curriculum or use an existing curriculum that includes teacher guides and that is currently used in public schools in Arizona or other states. However, an existing curriculum shall meet the prescribed standards and guidelines. Language is specific that prior to such a course offering a legal review shall be conducted to ensure that the course complies with the First Amendment of the United States Constitution. This is a responsibility for each individual district that determines that such a course will be offered.

Due to the nature of this bill and subsequent statute it is strongly recommended that the administration and the board carefully review A.R.S. 15-717.01 and that if offered as a course those entrusted with instructing students in the course are fully advised of the parameters of the law and related expectations of the district.

Policy Advisory No. 450. Policy IHAMB – Family Life Education.

Senate Bill 1009 establishes ARS 15-108. Language directs that a district shall not endorse or provide financial or instructional program support that does not present childbirth and adoption as preferred option to elective abortion.

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Policy Advisory No. 451. Policy IHBCA - Programs for Pregnant/Parenting Students

Policy IHBCA is presented with a deletion of the requirement for pregnant students to notify school authorities of their status. This is a decision of choice to be made by the student of majority or the minor student and custodial parents who have legal decision-making authority.

Policy Advisory No. 452. Policy IHBE — Bilingual Instruction/Native Language Instruction

Policy IHBE contains the addition of "full description" to the second bullet under "Prerequisites for Waiver Requests." This mirrors the language in A.R.S. 15-753, Parental waivers, which allows the parent to request a waiver from the application of A.R.S. 15-752, English language education, with prior written informed consent.

A.R.S. 15-753 stipulates that one aspect of informed consent requires that the parent be provided a full description of the educational materials to be used in the different educational program choices.

Policy Advisory No. 453. Policy IHBHD — Online/Concurrent/Correspondence Courses

Policy IHBHD contains the substitution of "and" for "or" in the section of the policy listing the requirements for a student to participate in Arizona online instruction. The wording, as changed here, is included in the source document, A.R.S.15-808, Arizona online instruction, which states that "If a pupil fails to comply with the testing requirements and the school administers the tests pursuant to this subsection to less than ninety-five per cent of the pupils in Arizona online instruction, the pupil shall not be allowed to participate in Arizona online instruction."

Policy Advisory No. 454. Regulation IKE-RB - Promotion and Retention of Students.

IKE-RB is an administrative regulation needing the attention of the superintendent; board action is not necessary. Senate bill 1258 provides adjusted language for A.R.S. 15-701. Language has been added to the regulation that states the district shall offer at least one intervention strategy and at least one remedial strategy for pupils with reading deficiencies. The language also provides for parent notification and the opportunity to choose the strategy to be implemented. Language adjustments also address competency requirements for graduation.

The language adjustment that begins directly under the side heading *Competency Requirements for Promotion...* has been adjusted for clarity.

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Policy Advisory No. 455. Policy IJM — Special - Interest Materials Selection and Adoption

Policy Advisory No. 456. Policy KD — Public Information and Communication

Policy Advisory No. 457. Policy KHC — Distribution/Posting of Promotional Materials.

Policy Advisories No. 442, 443, and 444 are submitted for consideration due to a re-examination of legal precedent in these areas and a number of related inquiries by school districts. While there are no statutes requiring a governing board to adopt these policy changes, there is substantial case law to suggest that governing boards may expose themselves to additional legal liability should they choose not to adopt these changes. In addition, the district should develop procedures to monitor and document staff implementation to ensure compliance. Due to the numerous opportunities for such monitoring to occur, Policy Services is not recommending specific means to address implementation.

The thrust of each of the presented policy modifications is to focus the district's selection of special-interest materials, release of public information and communications, and distribution/posting of promotional materials on the educational program, including instruction, curriculum and practices which promote the mission and objectives of the school

Policy KHC specifically delineates a limited open forum for the distribution/posting of promotional materials which fall within the parameters determined by the governing board. School personnel shall not use the viewpoint expressed in the promotional materials, by the requestor, or by the organization represented as justification for disallowing the authorization for distribution and posting. The authorization decision will be viewpoint neutral at each level of review. Specifically, school personnel should not deny religious groups from distributing/posting their material if it is consistent with material allowed to be distributed/posted by other outside non-religious groups of a similar nature (where only the viewpoint is different, i.e., religious vs. non-religious). *Based on binding legal precedent, schools must treat all groups wishing to distribute outside material equally. The recommended policy model is a restrictive approach to allowing outside material. If the district desires an approach that is more accommodating, ASBA can provide a model upon request that is more open in nature (while still adhering to the constraints of the law.*

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Any challenge to a denial to distribute/post promotional materials shall utilize a simplified Alternative Dispute Resolution process as referenced in ARS 15-110(G) which stipulates that a student or a student's parent shall not initiate legal action to enforce this section unless the student or the student's parent has done the following:

- The student or the student's parent shall submit a complaint in writing with the specific facts of the alleged violation to the principal of the school. The principal shall investigate the complaint and respond in writing, including a description of any action taken to resolve the complaint, within fifteen days of receiving the written complaint.
- If the complaint is not resolved, the written complaint specifying the facts of the alleged violation may be submitted by the parent or student to the Superintendent or designated administrator, who shall investigate the complaint and respond in writing, including a description of any action taken to resolve the complaint, within twenty-five days of receiving the written complaint.

School district legal counsel should be consulted at any time there is a substantive question or dilemma resulting from a request related to any of the above policies. Challenges originating from a source alleging viewpoint-based denial of authorization should be referred immediately.

(For a more detailed discussion of the implementation of Policies KD and KHC, see Policy Advisories No. 235 and 236 in Volume 16, Number 3, July 2004.)

Policy Advisory No. 458. Policy GBAB - Medical Marijuana Standards and Conditions for Employees.

Policy Advisory No. 459. Policy GBECA - Nonmedical Use or Abuse of Drugs or Alcohol.

Policy Advisory No. 460. Policy JICH - Drugs and Alcohol Use by Students.

Policy Advisory No. 461. Policy KFA - Public Conduct on School Property.

Adjustments to the above noted policy documents were prompted by House Bill 2349. In review of the current ASBA documents related to Medical Marijuana it has been determined that the elimination of Policy GBAB and the language adjustments presented in the remaining three documents noted above will better serve the best interest of the district.

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If you have any questions, call Policy Services at (602) 254-1100. Ask for Chris Thomas, Director of Legal/Policy Services; Dr. Terry Rowles, Senior Policy Advisor; or Steve Highlen, Policy Analyst. Our E-mail addresses are, respectively, [trowles@azsba.org] and [shighlen@azsba.org]. You may also fax information to (602) 254-1177.

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CREDIT CARDS

(Credit Cards and/or Procurement Cards)

Use of Credit Cards/ Procurement Cards

The Governing Board acknowledges that instances may occur when ready payment for goods or services is in the District's best interest. The Superintendent is responsible for the implementation of all aspects of the District credit/procurement card program. Therefore, † The Board authorizes the Superintendent to secure and assign controlled-limit credit/procurement cards to designated personnel. District-assigned credit/ procurement cards may not be used for personal expenditures.

The use of credit/procurement cards is to be closely monitored and payment of statements for authorized purchases are to be made as promptly as possible to avoid fees and charges for the use of such cards.

The Superintendent is directed to develop regulations for the use of District-assigned credit/procurement cards. Such regulations are subject to Board review and approval.

The Board reserves the right to revise or rescind this policy at its sole discretion.

Definition of Credit/ Procurement Card

The District defines "credit card" and "procurement card" as a form of payment in lieu of cash, purchase order, or check. The credit/procurement card must bear the ~~applicable Visa, Master Card, Discover, American Express or petroleum~~ company logo.

Adopted: date of Manual adoption

LEGAL REF.: A.R.S. 15-342
38-621
38-622
38-623
38-624
38-625

Uniform System of Financial Records

CROSS REF.: DKC - Expense Authorization/Reimbursement

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CREDIT CARDS

(Credit Cards and/or Procurement Cards)

Purposes, Conditions, and Limits

The issuance and use of a credit/procurement card is to provide an alternative purchasing mechanism when traditional payment/procurement methods are not feasible. Cards shall be issued in the District's name and if applicable, the users name. The employee issuing cards shall maintain a complete list of designated card users. Physical security of cards shall be maintained at all times. The District shall cancel or inactivate cards, or recover the cards if possible, upon loss, theft, or misuse; when a card is no longer needed; and upon the card holders separation from the District's employment when the card is in the users name. For cards issued in the District's name a specific employee shall be designated by the Superintendent to track who has the cards and account for all card transactions.

A credit/procurement card may be used to facilitate the payment of travel expenses such as hotels, meals and registrations for training and education while conducting District business, including fuel for District-owned vehicles.

Purchasing control limits shall be based on single transaction limits and monthly purchase limits for each card holder. Purchase limits shall be established based on the types of transactions for which the card is being used. Personnel issued credit/procurement cards shall be determined by the Superintendent to have a legitimate need and whose use of the card is necessary for effective purchasing. Personnel designated to use credit/procurement cards shall be advised by the Superintendent of their purchasing control limits.

Authorized Card Holders

Persons designated as authorized credit/procurement card holders must agree to abide by the procedures described in this regulation.

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The holders will be held liable for any unauthorized use of a District-assigned credit/procurement card, which may result in disciplinary action up to and including the loss of employment and other actions provided by law. All card users, including users of cards issued only in the District's name, shall sign a user agreement acknowledging receipt and understanding of the District's policies and regulations for the cards use. The agreement shall authorize the District to withhold wages for the amount of any improper purchase; pursuant to the Fair Labor Standards Act. To the extent permitted by law card users shall be held personally liable for card transactions that are contrary to laws, rules, policies and regulations, including applicable penalties and interest. The user agreement shall contain a statement expressing possible disciplinary actions for the misuse of a District credit/procurement card.

Except for business department personnel performing authorized office duties, no person other than a designated holder is to have access to or use of a District-assigned credit/procurement card.

Authorized card holders shall receive training on the use of the card that addresses purchase limitations, advanced purchasing approval, necessary purchase documentation, and the District's payment process regiment.

Scope

The credit/procurement card is to be used only when the items and/or services to be purchased are for the official use of the District. *No personal use of a credit/procurement card is allowed.*

District-assigned credit/procurement cards may be used only when one (1) of the following conditions exists:

- When a vendor will not accept a purchase order or offer billing terms.
- When the purchase must be made during an "emergency." For the purpose of this regulation, *emergency* means payment for a purchase must be made before the next accounts payable check run. A memo bearing the Superintendent's signature of approval must be presented explaining the circumstances and nature of the emergency.
- When certain purchases could be made more efficiently and cost effective.
- When a revolving fund check cannot be used.

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Credit/Procurement Card Purchasing Limitations

District-established credit/procurement card purchasing limitations shall be established by the Superintendent. The Superintendent shall establish card user and single transaction limits and monthly purchase limits for each card. Such limits shall be established based on the type of transactions for which the card is to be used.

- ~~A single purchase may not exceed a maximum of _____ dollars (\$xxx).~~
- ~~Cumulative purchases by a card holder may not exceed _____ dollars (\$x,xxx) during a statement month.~~

A purchase made using a District-assigned credit/procurement card may not violate any District purchasing policy or regulation. All purchases must be appropriate and in the best interest of the District. Violation may result in termination of the employee's credit/procurement card privileges.

Credit/Procurement Card Transaction Requirements for Physical, Verbal, and Internet Orders

When a District-assigned credit/procurement card is required for a physical, verbal or internet purchase, the following steps must be taken:

- Prior to use of the credit/procurement card, the card holder is to submit a purchase order requisition form to the District business office accompanied by the following:
 - A detailed description of the items and/or services to be purchased using the credit/procurement card.
 - The date the purchase will be made.
 - The actual amount of the purchase. If the actual amount is not known an estimate may be stated, but *the amount of the purchase cannot exceed the stated amount.*
 - Proper account coding information.
 - Signatures of the requester and the approving authority.
- The holder must verify that a purchase order has been created and approved *before* a credit/procurement card transaction occurs.

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- When a credit/procurement card is used the card holder must promptly submit all receipts and other related documentation to the business office. The documentation should clearly indicate the employee making the purchase and the specific school purpose for the expenditure. Receipts for fuel or vehicle repairs are to include the vehicle license number.

Supporting Purchase Documentation

Employees using cards shall submit all supporting documentation to the District monthly. Supporting documentation shall include:

- Purchasing requisition, purchase order, invoice, packing slip, receiving report, and transaction receipt, as applicable. If original receipts are not available because they are lost or illegible, the card user shall request a copy of the receipt from the vendor or complete an affidavit detailing the purchase date, vendor, product, cost, tax and other chargers, and reason the receipt is not available.
- A description of the item(s) purchased and the specific District purpose for the expenditure.
- The card user's signature and date the document was submitted to the District.
- Documentation of the purchase of fuel or vehicle repair, the license number of the vehicle, and odometer reading of the vehicle.
- Transactions, such as Internet, phone, and fax transactions may result in card charges before goods or services are received. Such transactions are allowed purchases that are normally prepaid in order to procure the item of to receive a discounted price. In such instance the District shall ensure that all relevant aspects of USFR VI-G are adhered to for each purchase.

Credit/Procurement card statements must be addressed directly to the business office and not to the card holder. All purchase transaction receipts must be reconciled to the monthly credit/procurement card statements prior to entry on an expense voucher. As credit/procurement card companies may charge fees and interest, payments must be made in a timely manner to avoid finance charges.

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Use of a Credit/Procurement Card for Travel

Reservations must be made through the purchasing office. A completed professional leave form must be submitted along with the necessary information. The business office will provide the credit/procurement card information to the selected vendor.

Payment Process Regiment

The Superintendent shall ensure that approval, verification, and payment duties are separate among different employees. A copy of billing statement shall be sent directly to the District. Electronic statements may be accepted if provided to card users by the financial institution or the or the District. Upon receipt of the billing statement the card user should complete the transaction log and submit the log, billing statement, and all other supporting documentation for review and approval. The reviewer shall:

- Confirm that all supporting documentation is complete and was submitted in a timely manner.
- Verify that each purchase transaction appearing on the card user's billing statement is an appropriate legitimate District purchase that was approved, and within the individual's authorized purchase limits.
- For travel expenses, verify the expenses do not exceed allowable reimbursement amounts as prescribed by USFR and are supported by a properly approved travel claim.
- Initial and date the reconciliation document for review.
- Submit reconciled statements and supporting documentation.

All receipts shall be reconciled and reviewed monthly and if possible, prior to payment of the monthly bill. Payments shall be made in a timely manner to avoid late fees and finance charges. Card balances shall be paid in full each billing cycle. Should the reconciliation or review identify any items that were not a valid purchase, it shall be reported to the Superintendent and disputed.

Periodic Review

The district shall periodically compare budget and actual expenditures to ensure purchases remain within budget limits, or available cash balance, as applicable and shall monitor the types of purchases and vendor usage to ensure compliance with District procurement policies and regulations, and USFR purchasing guidelines.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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The review process shall include strategies that are employed to detect improper or fraudulent transaction.

Rebates and Incentives

Credit cards or procurement cards may contain provisions for the District to receive cash rebates or incentives in the form of rebates. Should this occur the District shall treat rebates as miscellaneous revenue or as a deduction of expenditures.

Should a rebate be received in the same fiscal year as the original expenditure, including the encumbrance period, the rebate may be recorded as a reduction of the original expenditure. Otherwise, the District shall record the rebate as miscellaneous revenue in the original expenditure or in the Auxiliary Operations Fund.

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CREDIT CARDS**DISTRICT-ASSIGNED CREDIT/PROCUREMENT
CARD HOLDER AGREEMENT**

By my signature I hereby acknowledge that I have read and understand the _____ School District's credit/procurement card policy and regulations, and that I have been provided sufficient opportunity to ask questions related to the District's credit/procurement card policy and regulation. Furthermore, I affirm that I will not use the credit/ procurement card for personal reasons and that I have been advised of the purchase limitations associated with the use of the card. I understand that a violation of this agreement may result in disciplinary action up to and including termination, and possible legal action.

Signature_____
Position_____
Printed name_____
Date signed

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BIDDING / PURCHASING PROCEDURES

The Superintendent shall be responsible for all purchasing, contracting, competitive bidding, and receiving and processing of all bid protests, in accordance with the Arizona school district procurement rules, including A.A.C. R7-2-1141 *et seq.* A contract shall not be awarded to an entity that does not verify employment eligibility of each employee through the E-verify program in compliance with A.R.S. 23-214 subsection A. Each contract shall contain the warranties required by A.R.S. 41-4401 relative to the E-verify requirements.

The Superintendent shall prepare regulations to assure the District conforms to proper procedures and practices.

Purchases Not Requiring Bidding

Purchases of five thousand dollars (\$5,000) or less may be made at the discretion of the Superintendent. Such procurements are not subject to competitive purchasing requirements, however reasonable judgment should be used to ensure the purchases are advantageous to the District.

Verbal price quotations will be requested from at least three (3) vendors for a transaction in excess of five thousand dollars (\$5,000) but less than twenty-five thousand dollars (\$25,000). The price quotations should be shown on, or attached to, the related requisition form. If three (3) verbal quotations cannot be obtained, documentation showing the vendors contacted that did not offer price quotations, or explaining why price quotations were not obtained, shall be maintained on file in the District office.

Written price quotations will be requested from at least three (3) vendors for transactions of at least twenty-five thousand dollars (\$25,000) but not more than fifty thousand dollars (\$50,000). If three (3) written price quotations cannot be obtained, documentation showing the vendors contacted that did not offer written price quotations, or explaining why written price quotations were not obtained, shall be maintained on file in the District office.

The District is not required to engage in competitive bidding in order to place a student in a private school that provides special education services if such placement is prescribed in the student's individualized education program and the private school has been approved by the Department of Education Division of Special Education pursuant to A.R.S. 15-765. The placement is not subject to rules adopted by the State Board of Education before November 24, 2009 pursuant to A.R.S. 15-213.

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The District may, without competitive bidding, purchase or contract for any products, materials and services directly from Arizona Industries for the Blind, certified nonprofit agencies that serve individuals with disabilities and Arizona Correctional Industries if the delivery and quality of the goods, materials or services meet the District's reasonable requirements.

Intergovernmental agreements and contracts between school districts or between the District and other governing bodies as provided in A.R.S. 11-952 are exempt from competitive bidding under the procurement rules adopted by the State Board of Education pursuant to A.R.S. 15-213.

The District is not required to engage in competitive bidding to make a decision to participate in insurance programs authorized by A.R.S. 15-382.

The District is not required to obtain bid security for the construction-manager-at-risk method of project delivery.

Unless otherwise provided by law, contracts for materials or services and contracts for job-order-contracting construction services may be entered into if the duration of the contract and the conditions of renewal or extension, if any, are included in the invitation for bids or the request for proposals and if monies are available for the first fiscal period at the time the contract is executed. The duration of contracts for materials or services and contracts for job-order-contracting construction services shall be limited to no more than five (5) years unless the Board determines that a contract of longer duration would be advantageous to the District. Once determined, the decision should be memorialized in meeting minutes and in the contract/bid file. Payment and performance obligations for succeeding fiscal periods are subject to the availability and appropriation of monies. The maximum dollar amount of an individual job order for a job-order-contracting construction service shall be one million dollars (\$1,000,000) or as determined by the Board.

Online Bidding

Until such time as the State Board of Education adopts rules for the procurement of goods and information services by school districts and charter schools using electronic, online bidding, the District may procure goods and information services pursuant to A.R.S. 41-2671 through 2673 using the rules adopted by the Department of Administration in implementing 41-2671 through 2673.

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Purchases Requiring Bidding

Sealed bids and proposals shall be requested for transactions to purchase construction, materials, or services costing more than fifty thousand dollars (\$50,000). All transactions must comply with the requirements of the Arizona Administrative Code and the Uniform System of Financial Records.

Registered Sex Offender Prohibition

All purchase orders, agreements to purchase, and contracts for services to be provided by personnel other than District employees must include the following statement on the document:

***Registered Sex Offender Restriction.** Pursuant to this order, the named vendor agrees by acceptance of this order that no employee of the vendor or a subcontractor of the vendor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.*

Required Scrutinized Business Operations Clause

All contracts for District purchase of goods or services shall include a clause requiring the contractor offering the goods or services to certify that the contractor does not have scrutinized business services in Sudan nor in Iran.

The District through the Superintendent shall:

- Verify that the offeror does not appear on the most recent list prepared by the Arizona Central Procurement Officer of parties excluded from Arizona contracts.
- Notify the State Central Procurement Officer of any contractor the District suspects has submitted a false certification.

Adopted: date of Manual adoption

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LEGAL REF.:	A.R.S. 11-952	15-382	38-503
	15-213	15-765	38-511
	15-213.01	15-910.02	39-121
	15-213.02	23-214	41-2632
	15-239	34-101 <i>et seq.</i>	41-2636
	15-323	35-391 <i>et seq.</i>	41-4401
	15-342	35-393 <i>et seq.</i>	
	A.G.O. I83-136	I87-035	I06-002
	A.A.C. R7-2-1001 <i>et seq.</i>		
	USFR VI-G-8 <i>et seq.</i>		

CROSS REF.: BCB - Board Member Conflict of Interest
 DJG - Vendor/Contractor Relations
 GBEAA - Staff Conflict of Interest
 JLIF - Sex Offender Notification

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FOOD SERVICES

District and school administrators will work together to provide a safe, accessible and compliant food service program and shall observe the following directives in operating the food services programs.

Meals in schools. Each school shall:

- Provide meals at a reasonable price and accordingly shall use state allocated food services funds to supplement federal funds as a means of keeping prices within reach of paying students.
- Encourage students to participate in each school's meal program while still allowing meals to be brought from home.
- Provide modified meals, upon a physician's written request, for students with food allergies or other special food needs. (The allergies would be of a life threatening or severe reaction nature.)

Menu.

Each school that includes grades kindergarten (K) through eight (8) shall:

- Ensure that nutritious foods are available as an affordable option whenever food is sold or served and that Foods of Minimal Nutritional Value (FMNV) as defined by United States Department of Agriculture (USDA) and the Arizona Department of Education (ADE) are prohibited. This includes all food and beverages sold and/or served to students at school during the normal school day exclusive of school parties.

Each school that includes grades nine (9) through twelve (12) are:

- Prohibited from the sale of FMNV in the dining, serving, and kitchens areas during breakfast and lunch periods.

Each school, (kindergarten [K] through twelve [12]) shall inform families, upon request, about the ingredients and nutritional value of the foods served.

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Competitive foods. Competitive foods mean any foods sold in competition with the National School Breakfast and Lunch Program to students during the meal periods. The principal may approve the sale of competitive foods if:

- All income from the sale of such foods accrue to the benefit of:
 - The nonprofit school food service; or
 - The school or student organizations approved by the District.
- They are sold in locations other than the dining, serving, and kitchen areas.
- The school promotes an overall school environment that encourages students to make healthy food choices.
- The competitive foods meet the state nutrition standards.

Pricing, posting, and expenses. The school meal program must be nonprofit. Pricing for student meals shall be established considering market share, creation and loss of revenue and shall be reviewed and adjusted periodically as necessary. The District in compliance with Section 205 of the Healthy, Hunger-Free Kids Act of 2010, shall provide the same level of support for lunches served to students who are not eligible for free or reduced price lunches as they are for lunches served to students eligible for free lunches. Revenue generation should not take precedence over the nutritional needs of students. Prices for adult meals and catering shall be reviewed periodically and shall reflect direct cost of operations. Revenues received are to be used only for the operation or improvement of the program.

Schools shall ensure that:

- The sale price of any food items sold including a reimbursable meal shall be posted in the dining area.
- School meal program facilities used by outside organizations or individuals must have approval from the school principal or food service supervisor.
- If outside organizations or individuals use the food service facilities, a qualified staff member must be on duty.
- All food items and/or consumable supplies purchased through the food service program and all labor used for a special meal function must be reported. The sponsoring agency must be billed for the food, labor and other costs of the special function. All special meal functions must operate on a self-sustaining basis.

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- Each person who eats a school meal must pay the regular price for the meal with two (2) exceptions:
 - Students who have an approved free or reduced-price income application on file for the current school year.
 - Food service employees who are paid from school lunch funds.
- No person is permitted to take food or garbage from the food service program for personal use.

Training. The school meal program director/supervisor will develop ongoing in-service and staff development training opportunities for staff in the area of food safety, nutrition, and customer service.

Eligibility. Principals will ensure that families are aware of need-based programs for free or reduced price meals and encourage eligible families to apply. The confidentiality of students and families applying for or receiving free or reduced priced meals shall be maintained.

Dining environment. Principals shall ensure that students and staff have adequate space to eat meals in pleasant surroundings and shall have adequate time to eat, relax, and socialize. Safe drinking water and convenient access to facilities for hand washing and oral hygiene shall be available.

Student workers. Students shall be allowed to assist with meal preparation and service if mutually agreeable between the parent, teacher, and food service staff. Student workers must receive documented food safety and sanitation training.

Denial of meals as disciplinary action. School personnel shall not withhold food from students as punishment. Disciplinary action, which indirectly results in the loss of meals, is allowable (such as suspension from school). Any student attending school, who is not allowed to eat in the cafeteria for disciplinary reasons, shall have a reimbursable meal made available to them.

Feeding Senior Citizens. The District may enter into an agreement to provide meals for persons sixty (60) years of age or older and their spouses, or any group of such persons.

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Student, Parent, Teacher and Community Involvement. The District shall promote activities to involve student and parents in the food/nutrition program. Activities may include menu planning, enhancement of the eating environment, program promotion and related student-community support activities. Schools are encouraged to use the school meal program to teach students about good nutrition practices. School faculties and the general community should be involved in activities to improve the overall acceptability of the food service program. Each school should welcome and encourage parents to eat with students.

Recordkeeping. The District must keep complete and accurate records of the school meal program to serve as a basis for claims for reimbursement and for audit and review purposes. All records and tickets must be kept in accordance with the National School Lunch Program and School Breakfast Program State Guidance Manual.

Safety inspections. The District is required to obtain a minimum of two (2) food safety inspections each school year.

Other food sales. Food sales by student or adult entities or organizations shall be permitted provided these sales ensure optimum student participation in the school meals program and are in compliance with state and federal regulations.

When meals or snacks are offered to students in organized after-school education or enrichment programs, they should be provided by the food services program.

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United States
Department of
Agriculture

Food and
Nutrition
Service

3101 Park
Center Drive
Alexandria, VA
22302-1500

DATE: March 2, 2011

SUBJECT: Equity in School Lunch Pricing Fact Sheet

TO: Regional Directors
Special Nutrition Programs
All Regions

State Directors
Child Nutrition Programs
All States

This memorandum provides information relating to section 205 of the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296). This provision requires school food authorities (SFAs) participating in the National School Lunch Program to ensure that schools are providing the same level of support for lunches served to students who are not eligible for free or reduced price lunches (i.e., paid lunches) as they are for lunches served to students eligible for free lunches. This provision is effective July 1, 2011.

An implementation memorandum will not be issued for this provision; the Food and Nutrition Service (FNS) expects to publish an interim rule by the provision's effective date. The public will have an opportunity to comment on the rule, and we anticipate issuing further guidance in conjunction with publication of the rule. The attached Equity in School Lunch Pricing Fact Sheet is meant to provide information to States and SFAs as they await the publication of the rule. We request that State agencies (SAs) provide the fact sheet to all SFAs as soon as possible.

SAs should direct any questions concerning this information to the appropriate FNS Regional Office. Regional Offices with questions should contact the Child Nutrition Division.

Original Signed

Cynthia Long
Director
Child Nutrition Division

Attachment



1. What is the "Equity in School Lunch Pricing" Provision?

- Effective July 1, 2011, section 205 of the Healthy, Hunger-Free Kids Act of 2010 requires school food authorities (SFAs) participating in the National School Lunch Program to provide the same level of support for lunches served to students who are not eligible for free or reduced price lunches (i.e., paid lunches) as they are for lunches served to students eligible for free lunches. The Act directs SFAs to:
 1. Compare the average price charged for lunches served to students not eligible for free or reduced price lunches (i.e., students receiving "paid lunches") to the difference between the higher Federal reimbursement provided for free lunches and the lower Federal reimbursement provided for paid lunches.
 2. If the average paid lunch price is *less than* the difference, an SFA must either gradually adjust average prices or provide non-Federal funding to cover the difference.

2. Why is this provision important?

- Historically, there have been three main sources of funds provided to nonprofit school food service accounts: Federal reimbursements, paid meal revenues, and State and local funding. The Federal reimbursement for paid meals was designed to be minimal in relation to these other sources and has always been substantially less than the reimbursement for free and reduced price meals.
- Research indicates that average prices charged for paid lunches in some SFAs are less than the cost of producing those lunches.
- Pricing paid lunches below the cost of production effectively increases Federal subsidies for higher income children because Federal funds intended for free and reduced price lunches are being used to help fill in the gap between what a paid lunch costs and what the school receives for it. Children across all income levels are negatively affected by limiting the funds available to provide nutritious meals.
- This provision will help ensure that schools have funding available to support serving nutritious meals to all students.



3. Which SFAs will be affected by this provision?

- Not all SFAs will be required to adjust prices or find alternative sources of funding for paid lunches. Applying this provision using current Federal reimbursement rates, SFAs in the continental U.S. now charging, on average, \$2.46 or more for a paid lunch would not be required to adjust prices in school year 2011-12.
- An SFA in the continental U.S. currently charging, on average, less than \$2.46 for a paid lunch may be required to either gradually increase prices or provide additional non-Federal support for its lunches. To determine how much, these SFAs must calculate an adjusted average paid lunch price.
 - For school year 2011-2012, the adjusted average price is the average price charged in school year 2010-2011 increased by a factor equal to two percentage points above the inflation rate and may be rounded down to the nearest 5 cents. For school year 2011-2012, the inflation factor is 1.14 percent. Combined with the required annual 2 percentage point increase, the total adjustment required is 3.14 percent.
 - This year's relatively low food price inflation, combined with the ability to round down, means that for this coming school year, SFAs in the continental U.S. with lunch prices below \$2.46 in School Year 2010-11 would have to increase lunch prices by only five cents or not at all.
- In general, when the adjusted average price is more than the current price, an SFA would have to either increase its average paid lunch price to the adjusted average price or provide additional non-Federal support for its paid lunches. The law caps the required increase in the average paid lunch price at 10 cents in any year. Therefore, an SFA with a significant gap between its price and the required level will have several years to make adjustments to its prices and/or provide other funding to the SFA account in order to meet this requirement.



4. Will SFAs have control over establishing paid lunch prices?

- SFAs maintain significant local control in establishing the prices for paid lunches. SFAs may maintain low paid lunch prices if they ensure that sufficient funding from non-Federal sources is added to the school food service account to cover the required revenue. SFAs also may vary paid lunch prices by school (for example, charging lower prices in schools located in lower-income areas or charging different prices in elementary and secondary schools), as long as the average revenue requirement is met across the SFA.

5. Will families with incomes slightly above the threshold for free and reduced price meals be disproportionately impacted by this provision?

- This provision does not require that additional revenue be secured through paid lunch price increases. Revenue can be generated from any non-Federal source.
- By limiting the maximum required annual average price increase to 10 cents, the Act allows for a gradual increase in paid lunch prices, thereby minimizing the impact on families with incomes just above the level eligible for reduced price meals.
- SFAs can also choose to vary the price of paid lunches by school as long as the average paid lunch price across the district meets the requirement. Therefore, SFAs could choose to keep lunch prices lower in schools with higher concentrations of low-income students.
- USDA's analysis suggests that the effect on participation of a 5 or 10 cent increase in the price of a paid lunch is very small – less than a 5 percent difference even after many years of implementation. However, USDA will carefully monitor the implementation of this provision and any impact on participation.

GENERAL PERSONNEL POLICIES

Personnel policies adopted by the Governing Board are to serve as guidelines for the efficient and successful functioning of the District.

The policies are framed and intended to be interpreted within the context of applicable laws and regulations. Changes in the laws and agency rules, as well as in the needs, conditions, purposes, and objectives of the District may result in revisions, deletions, and additions to the policies. Therefore, to the extent permitted or required by law, District personnel policies may be modified, amended, or repealed at any time as the Board determines to be in the best interest of the District. No person shall be deemed to have a vested right to continuing employment or benefits associated with District employment except as may be required by law and provided in the respective employee's written contract or employment agreement. ~~The policies, regulations, exhibits, and other documents in this Policy Manual do not form any part of any employment contract or employment agreement between the School District and any individual employee.~~

Wherever inconsistencies of interpretation arise, the law and regulations prevail.

Adopted: date of Manual adoption

LEGAL REF.: A.R.S. 15-341
15-342
15-546

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PROFESSIONAL / SUPPORT STAFF MILITARY / LEGAL LEAVE

The Board recognizes the fact that its employees have citizenship responsibilities, and, in order to make it possible for said employees to carry out their responsibilities to the city, county, state, or nation, the Board will grant leaves, in addition to jury duty, when an employee is called to attend field training services for the Military Reserve or National Guard and when an employee is a victim of a juvenile or adult crime exercising a right to be present at a proceeding as defined in statute.

~~Such leave will not count as experience to advance on the salary schedule.~~

When an employee receives notice that requires leave as delineated above, it is the responsibility of the employee to notify the Superintendent or principal.

Jury Duty

It is recognized by the Board that no employee is exempt from jury duty and that leaves of absence for such duty must be granted.

- Only the regular salary may be received by an employee on jury duty.
 - It is the responsibility of the employee to reimburse the District for jury duty pay when such payment is made directly to the employee. Failure to reimburse the District at the completion of the jury duty service will result in a full deduction equal to the number of contract days missed.
 - An employee excused from jury duty after being summoned shall report for regular duty as soon as possible. Failure to report for duty will result in a deduction equal to that portion of a contract day missed [A.R.S. 21-236].

Victim Leave

Statute provides that an employer who has fifty (50) or more employees shall permit an employee leave if the employee is the victim of juvenile or adult crime and is exercising a right to be present at a proceeding as defined in A.R.S. 8-420 or 13-4439. Compensation may be provided if the employee has available vacation or to the extent other leave may be available by policy.

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- An employee's accrued vacation, personal, sick or other applicable leave shall be used to the extent available by policy.
- If paid leave is unavailable, the employee must request an unpaid leave of absence in accord with policy.
- Before an employee may leave work for this purpose, the employee shall provide the employer with a copy of the form provided by law enforcement and if applicable a copy of the information the law enforcement agency provides the employee pursuant to either A.R.S. 8-386 or 13-4405.
- Leave for this purpose may be limited if the leave creates an undue hardship to the employer's business.

Military Leave

- An employee who is a member of the Military Reserve or National Guard shall be entitled to leave of absence without loss of pay, time, or efficiency rating when engaged in field training [A.R.S. 26-168 and 38-610].
- An employee who is a member of the uniformed service may use any vacation leave or other accumulated paid time off during their service, or may take unpaid leave of absence.
- The District must reemploy uniformed service members, as defined in 38 U.S.C. 4303, returning from a period of service, if the service member:
 - Was employed by the District.
 - Gave the District notice that he or she was leaving the job for service in the uniformed services, unless giving notice was precluded by military necessity or otherwise impossible or unreasonable.
 - Has a cumulative period of service in the uniformed services not exceeding five (5) years.
 - Was not released from service under dishonorable or other punitive conditions.
 - Has reported back to the District in a timely manner or has submitted a timely application for reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act.

Adopted: date of Manual adoption

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LEGAL REF.: A.R.S. 8-386 16-402
8-420 21-236
13-4405 26-168
15-502
38 U.S.C. 4301 et seq., Uniformed Services Employment and
Reemployment Rights Act
A.G.O. 180-177 38-610

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PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

Assignments

The Superintendent will determine all professional staff assignments. Such assignments shall be based on the needs of the District. In addition, no right to school, grade, or subject assignment shall be inferred from the standard teacher's contract.

Transfers

A teacher who has been employed by the school district for the major portion of three or more consecutive school years and who is designated in the lowest performance classification for two consecutive school years shall not be transferred as a teacher to another school in that school district unless the district has issued a notice of inadequacy of classroom performance and approved a performance improvement plan for the teacher pursuant to A.R.S. 15-539 and the governing board has approved the new placement as in the best interests of the pupils in the school. A teacher shall not be transferred more than once pursuant to A.R.S. 15-537.

There is an additional admonition in A.R.S. 15-537 that any school district policy pertaining to the transfer of teachers from one school to another school within the school district shall take into consideration the needs of the pupils in the school district and the current distribution of teachers across all of the four performance classifications adopted by the state board of education pursuant to A.R.S. 203(A)(38).

The procedure for assignment and transfer of professional staff members will be based on the needs of the instructional program. Assignments may be changed to serve the best interests of the District and students.

Professional staff members may apply for transfer or reassignment, whether or not a vacancy exists. Generally, transfers will not be approved during the school year unless the needs of the District dictate such approval.

It shall be the policy of the Board that professional personnel be assigned on the basis of their qualifications, the needs of the District, and their expressed desires. When it is not possible to meet all three (3) conditions, personnel shall be assigned first in accordance with the needs of the District, second where the Superintendent determines the employee is most qualified to serve, and third as to expressed preference of the employees.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

In the case of vacancies in new or existing positions, first consideration will be given to qualified applicants among current employees.

The Superintendent shall have the responsibility for the assignment of all personnel throughout the District.

The resolution of any conflicts over the need for a transfer shall be based on what is best for the instructional program, the needs of the students, and the overall needs of the District as defined by the Superintendent.

Adopted: date of Manual adoption

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PROFESSIONAL STAFF DUTIES AND RESPONSIBILITIES

(Duties of Teachers; Failure to Comply
is Unprofessional Conduct; Penalty)

Every teacher shall:

- Make student learning the primary focus of the teacher's professional time.
- Hold students to strict account for disorderly conduct.
- Exercise supervision over students on the playgrounds and during recess if assigned to such duty.
- Take and maintain daily classroom attendance.
- Make the decision to promote or retain a student in grade in a common school or to pass or fail a student in a course in high school. Such decisions may be overturned only as provided in A.R.S. 15-342.
- Comply with all rules, regulations, and policies of the Governing Board that relate to the duties as prescribed.

A teacher shall not use sectarian or denominational books or teach any sectarian doctrines or conduct religious exercises.

A teacher who instructs a course offered under Policy IHAL, Teaching About Religion, in its appropriate historical context and in good faith shall be immune from civil liability and disciplinary action pursuant to section A.R.S. 15-535.

A teacher who fails to comply with the above is guilty of unprofessional conduct and may be subject to disciplinary action by the Governing Board and by the State Board of Education.

A teacher who is arrested for or charged with any nonappealable offense listed in section 41-1758.03, subsection B and who does not immediately report the arrest or charge to the teacher's supervisor is guilty of unprofessional conduct and shall be immediately dismissed from employment with the School District.

Adopted: date of Manual adoption

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LEGAL REF.: A.R.S. 15-203
15-341
15-521
15-535
15-539
15-550
41-1758.03

CROSS REF.: GBEB - Staff Conduct
GCO – Evaluation of Professional Staff Members

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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EVALUATION OF PROFESSIONAL STAFF MEMBERS

The process of evaluation for certificated professional staff members shall lead to improvement of the quality of instruction and the strengthening of the abilities of the professional staff.

Certain elements in an effective evaluation process shall be emphasized:

- Evaluation shall be a cooperative endeavor between evaluator and evaluatee.
- Open communication shall be considered essential.
- The agreed-upon purpose of evaluation shall be to work toward common goals for the improvement of education. This shall include attention to student and staff success, which shall include all certificated staff members.
- Evaluation shall be continuous, flexible, and sensitive to need for revision.
- The result of evaluation(s) shall be courses of action for the improvement of instruction. These courses of action shall be set in motion by specific recommendations mutually reviewed by the evaluator and the evaluatee.
- Evaluation shall be considered one aspect of effective management, rather than a discrete entity.
- Effective evaluation depends on accurate information; therefore, input from all appropriate sources shall be used.
- Evaluation(s) shall be based on, but not limited to, the following:
 - Student learning is the primary focus of the teacher's professional time.
 - Job expectations within the District.
 - Instruments for assessment.
 - Personal observation.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

Evaluation of Classroom Teachers and Other Certificated Non- administrative Staff Members

The District evaluation instrument will utilize the required elements of the model framework for a teacher and principal evaluation instrument adopted by the State Board of Education on or before December 31, 2012, that includes quantitative data on student academic progress that accounts for between thirty-three percent (33%) and fifty percent (50%) of the evaluation outcomes. The model framework shall include four (4) performance classifications, designated as highly effective, effective, developing, and ineffective. The model framework includes guidelines for school districts and charter schools to use in their evaluation instruments.

Definitions for the above performance classifications adopted by the State Board of Education shall be adopted by the School District in a public meeting by school year 2013-2014. The performance classifications are to be applied to the evaluation instruments in a manner designed to improve principal and teacher performance. At least annually, the School District Governing Board shall discuss at a public meeting its aggregate performance classifications of principals and teachers.

In accordance with state law, the District shall involve its certificated teachers in the development and periodic evaluation of the teacher performance evaluation system. The following elements will be a part of the evaluation system:

- A copy of the evaluation system shall be given to each teacher in the District.
- The Board shall receive from the Superintendent recommendations for qualified evaluators prior to naming evaluators.
- The best practices for professional development and evaluator training adopted by the State Board of Education.
- The Board will designate qualified evaluators by name or position at a Board meeting each year.

Inadequacy of Classroom Performance

A teacher's classroom performance is inadequate if the teacher receives a rating of ~~unsatisfactory~~ *ineffective* in one (1) or more of the ~~{use either}~~ components ~~{or} indicator statements~~ performance classifications pursuant to A.R.S. 15-203 and set forth in the District's teacher evaluation system. A teacher's classroom performance is also inadequate if the teacher receives a rating of ~~needs improvement~~ *developing* in three (3) or more of the performance classifications pursuant to A.R.S. 15-203 and {use either} components ~~{or} indicator statements~~ set forth in the District's teacher evaluation system.

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If the District receives approval to budget for a career ladder program, more than one (1) evaluation system may be developed as authorized in A.R.S. 15-539. If more than one (1) level is established, the same level of performance for minimum adequacy shall be required of all teachers who have completed the same number of years of teaching in the District.

Prior approval by the Board is not required for each notice of inadequacy. The (title(s) of authorized officials,) is (are) authorized to issue notices of inadequacy of classroom performance, subject to approval by the Superintendent. When a notice is issued without prior Board approval, the Board shall be notified within five (5) days of such issuance.

Evaluation of Administrators and Psychologists

The District shall establish a system for the evaluation of the performance of principals, other school administrators, and psychologists. The District will seek advice from District administrators and psychologists in the development of this performance evaluation system.

The Board shall make available the evaluation and performance classification pursuant to A.R.S. 15-203 of each principal in the School District to school districts and charter schools that are inquiring about the performance of the principal for hiring purposes.

Adopted: date of Manual adoption

LEGAL REF.: A.R.S. <u>15-502</u>	<u>15-538.01</u>
15-503	15-539 <i>et seq.</i>
15-536	15-544
15-537	15-549
<u>15-537.01</u>	15-918.02
15-538	<u>15-977</u>
A.A.C. R7-2-605	

CROSS REF: GCF - Professional Staff Hiring
GCJ - Professional Staff Noncontinuing and Continuing Status
GCK - Professional Staff Assignments and Transfers
GCMF - Professional Staff Duties and Responsibilities
GCQF - Discipline, Suspension, and Dismissal of Professional Staff Members
GDO - Evaluation of Support Staff Members

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EVALUATION OF PROFESSIONAL STAFF MEMBERS

Purpose

A formal process of evaluating all certificated personnel will be implemented. The purpose of evaluation shall be the improvement of the quality of instruction. Such a process, to achieve the greater measure of success, shall be predicated on the assumption that the evaluation will be a cooperative procedure, with the evaluator and the evaluatee having full knowledge of the criteria, process, and results.

The following statements give more specific purposes for evaluation:

- Evaluations document the extent to which the teacher makes student learning the primary focus of the teacher's professional time.
- Evaluations determine how well the objectives held by the school are being carried out. The success of the educational program is dependent upon the quality of classroom instruction, supervision, and administration.
- Evaluations provide the basis for motivation and for self-improvement, permitting personnel to be aware of their strengths and weaknesses in order to improve.
- Evaluations provide a basis for planning in-service training and supervisory activities. Such activities can be most effective when they are based upon clear evidence of need as shown by evaluation studies.
- Evaluations provide the basis for administrative decisions. Such decisions may include the employment of personnel, their assignment, the granting of continuing status, promotion, demotion, or termination.
- Evaluations aid in determining the adequacy or inadequacy of classroom performance.

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Definitions

When used in this regulation:

- *Instructional day* will mean a day in which pupils are scheduled to attend school for instructional time.
- *Performance classifications* means the four (4) performance classifications, designated as highly effective, effective, developing, and ineffective, included in the model framework for a teacher and principal evaluation instrument adopted by the State Board of Education pursuant to A.R.S. 15-203. The performance classifications are to be applied to the evaluation instruments in a manner designed to improve principal and teacher performance. At least annually, the School District Governing Board shall discuss at a public meeting its aggregate performance classifications of principals and teachers.

Teacher Evaluation

Teacher evaluation shall include all classroom teachers and other certificated nonadministrative staff members. Such evaluation shall be based on Policy GCO and the procedures outlined in the following.

Evaluators. Qualified evaluators shall be designated by the Board. The evaluator shall be responsible for the final written and official statement of evaluation, which shall be in writing, and a copy shall be transmitted to the certificated teacher within five (5) days after completion of the evaluation. [A.R.S. 15-537]

The administration is responsible for an in-service training program for evaluators. This program shall incorporate a philosophy, procedure, and techniques that ensure effective implementation of the evaluation plan.

The best practices for professional development and evaluator training adopted by the State Board of Education should be referenced as the State Board has the authority to periodically make adjustments to align with the model framework for teacher and principal evaluations with assessment data changes at the state level.

Classroom visitations Observations by Evaluator. ~~Formal observations shall be spaced and of sufficient duration (minimum of thirty [30] uninterrupted minutes) so as to ensure that the evaluators have an opportunity to grasp an overall concept of a person's performance over a full schedule.~~

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~~Formal observations may sometimes be prearranged through initiation by either the observer or the teacher. Formal observations shall be defined as those that are written and provide an opportunity for a follow-up conference.~~

The Governing Board prescribes that the teacher performance evaluation system pursuant to A.R.S. 15-203(A)(38) shall include at least two (2) actual classroom observations of the certificated teacher demonstrating teaching skills in a complete and uninterrupted lesson by the person observing the teacher. There shall be at least sixty (60) calendar days between the first and last observations.

Informal observations may be made at the discretion of the administrator.

Procedural steps in the process of evaluation:

- At the beginning of the school year, the principal shall meet with the school's faculty for the purpose of orienting the teachers to the total evaluation plan. This shall include whether the evaluation is used as a criterion for establishing a teacher's compensation.
- Self-evaluation for the teacher shall be urged.
- As described above an observation(s) in the classroom shall be completed.
- An opportunity for a conference shall follow each formal observation-visitation.
- A written record shall be made of each formal observation, with a copy to the observed.
- ~~The official evaluation shall be reduced to writing and signed by both the teacher and the evaluator. The teacher's signature shall not mean concurrence. The teacher shall be allowed ten (10) days to write and submit any comments, which shall be attached to the evaluation.~~
- A copy of the written evaluation shall be transmitted to the teacher within five (5) days after completion of the evaluation, Within ten (10) business days after each observation, the person observing the teacher shall provide written feedback to the teacher and a copy shall be retained for the principal's file. A third copy shall be placed in the teacher's personnel file and made available to authorized District officers and employees.

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- The official evaluation shall be reduced to writing and signed by both the teacher and the evaluator. The teacher's signature shall not mean concurrence. The teacher shall be allowed ten (10) days to write and submit any comments, which shall be attached to the evaluation.
- ~~Teacher evaluations are confidential, do not constitute a public record, and shall not be released or shown to any person except for the explicit purposes set out in A.R.S. 15-537. Copies of the evaluation report and performance classification of a certificated teacher retained by the Governing Board and the Department of Education are confidential, do not constitute a public record and shall not be released to any person except to those stipulated in the statute which allows release to school districts and charter schools that inquire about the performance of the teacher for employment purposes.~~

Evaluation program. The specific format for the teacher evaluation system will be developed in compliance with Policy GCO and this regulation under the leadership of the Superintendent.

Inadequate classroom performance. All teachers whose classroom performance is inadequate will be notified in accordance with the law and the contents of Policy GCO.

Frequency of written evaluations. Evaluations shall be made at least two (2) times per year for noncontinuing teachers, and at least once per year for continuing teachers.

Evaluation schedule (also see Policy GCJ):

Noncontinuing teachers (employed by the School District for less than the major portion of three [3] consecutive school years):

[FOR NONCONTINUING TEACHERS - OPTION 1]

- During the week of orientation, evaluation procedures shall be reviewed at each school. Any teacher who is hired after orientation week shall be individually oriented by the evaluator.
- The first evaluation, including observation, written report, and conference shall be completed sufficiently early in the instructional year to schedule a second (2nd) evaluation and give written preliminary notice of inadequacy of classroom performance no later than January 15.
- A second evaluation shall be completed sufficiently early in the instructional year to give written preliminary notice of inadequacy of classroom performance no later than January 15.

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- Not later than January 15, a noncontinuing teacher whose classroom performance is inadequate shall be given a written preliminary notice of inadequacy of classroom performance. This notice will provide the noncontinuing teacher at least ninety (90) days in which to overcome the inadequacy(ies). The notice shall specify the nature of the inadequacy(ies) with such particularity as to furnish the teacher an opportunity to correct the inadequacy(ies) and overcome the grounds for the charge. If the notice is issued without prior Board approval, the Board shall be notified within five (5) days of such issuance.
- Prior to the *intended date* to provide notice of nonreemployment, and subsequent to the ninety (90) day period during which a teacher was provided the opportunity to overcome any noticed inadequacies of classroom performance, a third evaluation shall be made.
- The Board shall authorize, as necessary, and send notice to noncontinuing teachers who will not be reemployed for the ensuing school year.
- Subject to sections 15-539, 15-540, 15-541, 15-544 and 15-549, the Governing Board shall offer a teaching contract for the next ensuing school year to each certificated noncontinuing teacher who is under a contract of employment with the School District for the current school year, unless the Governing Board, a member of the Board acting on behalf of the Board, or the Superintendent gives notice to the teacher of the Board's intention not to offer a teaching contract or unless such teacher has been dismissed pursuant to A.R.S. 15-538, 15-539, 15-541, or 15-544. Notice of the Board's intention not to reemploy the teacher shall be by delivering it personally to the teacher or by sending it by registered or certified mail to the teacher at the teacher's place of residence, as recorded in the District's records. The notice shall incorporate a statement of reasons for not reemploying the teacher. If the reasons are charges of inadequacy of classroom performance as defined by the Governing Board pursuant to section 15-539, subsection D, the Board or its authorized representative, at least ninety (90) days prior to such notice, shall give the teacher written preliminary notice of inadequacy, specifying the nature of the inadequacy with such particularity as to furnish the teacher an opportunity to correct the inadequacies and overcome the grounds for such charge. The written notice of intention not to reemploy shall include a copy of any evaluation pertinent to the charges made and filed with the Board.

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- A.R.S. 15-536 is applicable to each teacher who is beginning the teacher's fourth year of employment and who has been designated in one (1) of the two (2) lowest performance classifications pursuant to A.R.S. 15-203(A)(38) and who is under a contract of employment with the School District for the current school year. Teachers covered under this statute shall not have the right to a hearing pursuant to A.R.S. 15-539(G).
- None of the above statements shall be construed to give the noncontinuing teacher the right to a hearing pursuant to 15-536 and 15-539.

[FOR NONCONTINUING TEACHERS - OPTION 2]

- During the week of orientation, evaluation procedures shall be reviewed at each school. Any teacher who is hired after orientation week shall be individually oriented by the evaluator.
- Prior to January 10, an evaluation, including observation, written report, and conference shall be completed.
- Not later than January 15, a teacher whose classroom performance has been evaluated as being inadequate shall be given a preliminary notice of inadequacy of classroom performance. The notice will provide the noncontinuing teacher at least ninety (90) days in which to overcome the inadequacies and shall specify the nature of the inadequacy with such particularity as to furnish the teacher an opportunity to correct the inadequacies and overcome the grounds for the charge. If the notice is issued without prior Board approval, the Board shall be notified within five (5) days of such issuance.
- Prior to the *intended date* to provide notice of nonreemployment, and subsequent to the ninety (90) day period during which a teacher was provided the opportunity to overcome any noticed inadequacy(ies) of classroom performance, a second evaluation shall be made.
- The Board shall authorize, as necessary, and send notice to noncontinuing teachers who will not be reemployed for the ensuing school year.

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- Subject to sections 15-539, 15-540, 15-541, 15-544 and 15-549, the Governing Board shall offer a teaching contract for the next ensuing school year to each certificated noncontinuing teacher who is under a contract of employment with the School District for the current school year, unless the Governing Board, a member of the Board acting on behalf of the Board or the Superintendent gives notice to the teacher of the Board's intention not to offer a teaching contract or unless such teacher has been dismissed pursuant to section 15-538, 15-539, 15-541, or 15-544. Notice of the Board's intention not to reemploy the teacher shall be by delivering it personally to the teacher or by sending it by registered or certified mail to the teacher at the teacher's place of residence, as recorded in the District's records. The notice shall incorporate a statement of reasons for not reemploying the teacher. If the reasons are charges or inadequacy of classroom performance as defined by the Governing Board pursuant to section 15-539, subsection D, the Board or its authorized representative, at least ninety (90) days prior to such notice, shall give the teacher written preliminary notice of inadequacy, specifying the nature of the inadequacy with such particularity as to furnish the teacher an opportunity to correct the inadequacies and overcome the grounds for such charge. The written notice of intention not to reemploy shall include a copy of any evaluation pertinent to the charges made and filed with the Board.
- A.R.S. 15-536 is applicable to each teacher who is beginning the teacher's fourth year of employment and who has been designated in one (1) of the two (2) lowest performance classifications pursuant to A.R.S. 15-203(A)(38) and who is under a contract of employment with the School District for the current school year. Teachers covered under this statute shall not have the right to a hearing pursuant to A.R.S. 15-539(G).
- None of the above statements shall be construed to give the noncontinuing teacher the right to a hearing pursuant to 15-536 and 15-539.
- *Continuing teachers (employed by the School District for more than the major portion of three [3] consecutive school years):*
 - Continuing teachers shall be evaluated at least once each year. If the evaluation is used as the basis of a preliminary notice of inadequacy of classroom performance, the evaluation:

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- ▲ May not be conducted within two (2) instructional days of any school break of one (1) week or more.
- ▲ Must be conducted in accord with District procedure.
- ▲ Must be completed in time to be included in the written preliminary notice of inadequacy of classroom performance, which may be issued by the Governing Board or its authorized representative or delegated employee at least ten (10) instructional days before the start of the statutory period of time the teacher is to be given to correct the inadequacy and overcome the grounds for the charge. In all cases in which an employee of the Governing Board issues a notice of inadequacy of classroom performance without prior approval by the Board, the employee shall report such issuance to the Governing Board within five (5) school days.
- ▲ The written preliminary notice of inadequacy of classroom performance shall specify the nature of the inadequacy of classroom performance with such particularity as to furnish the teacher an opportunity to correct the teacher's inadequacies and overcome the grounds for the charge. The written preliminary notice of inadequacy of classroom performance shall be based on a valid evaluation according to District procedure, shall include a copy of any evaluation pertinent to the charges made and shall state the date, not less than sixty (60) instructional days, by which the teacher has to correct the inadequacy and overcome the grounds for the charge. If the teacher does not demonstrate adequate classroom performance within the allotted time the Board shall dismiss the teacher either within ten (10) days of service of a subsequent notice of intention to dismiss or by the end of the contract year in which the notice is served unless the teacher requests a hearing as provided by A.R.S. 15-539.
- All provisions of A.R.S. 15-538.01, A.R.S. 15-539, and other applicable Arizona Revised Statutes shall be complied with in the dismissal of continuing teachers.

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- Pursuant to A.R.S. 15-538.01, the Governing Board shall offer to each certificated teacher who has been employed more than the major portion of three (3) consecutive years and who is under contract of employment with the School District for the current year a contract renewal for the next ensuing school year unless the teacher has been given notice of the Board's intent not to offer a contract and to dismiss the teacher as provided in section A.R.S. 15-539. The Governing Board shall offer a contract to each certificated teacher who is not designated in the lowest performance classification pursuant to A.R.S. 15-203(A)(38) and was offered a contract in the prior year pursuant to A.R.S. 15-536 unless the teacher has been given notice of the Board's intent not to offer a contract and to dismiss the teacher as provided in section A.R.S. 15-539.
- A.R.S. 15-539 references the exception provided in A.R.S. 15-536 for a certificated teacher who is beginning the teacher's fourth year of employment and who has been designated in one (1) of the two (2) lowest performance classifications pursuant to A.R.S. 15-203(A)(38) and who is under a contract of employment with the School District for the current school year.
- Subject to A.R.S. 15-538.01, 15-539, 15-540, 15-541, 15-544, and 15-549, the Governing Board shall offer to each continuing teacher under contract of employment with the District for the current year a contract renewal for the next ensuing school year unless the Governing Board, a member of the Board acting on behalf of the Board, or the Superintendent gives notice to the continuing teacher of the Board's intent not to offer a contract and to dismiss the teacher as provided in A.R.S. 15-539.

Teacher Acceptance of Contract. The teacher's acceptance of the contract must be indicated within fifteen (15) business days from the date of the teacher's receipt of the written contract or the offer of a contract is revoked.

Receipt is considered to have occurred when the written contract is:

- personally delivered,
- placed in the teacher's school-provided mailbox, including electronic mail, or
- two (2) days after being placed in a United States Postal Service mail box.

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The teacher accepts the contract by signing the contract and returning it to the Governing Board or by making a written instrument which accepts the terms of the contract and delivering it to the Governing Board. If the written instrument includes terms in addition to the terms of the contract offered by the Board, the teacher fails to accept the contract.

Administrators and Psychologists

The systems developed for the evaluation of the performance of principals shall meet the requirements prescribed in A.R.S. 15-203(A)(38) and in Policy GCO.

The Board shall make available the evaluation and performance classification pursuant to A.R.S. 15-203(A)(38) of each principal in the School District to school districts and charter schools that are inquiring about the performance of the principal for hiring purposes.

Continuous evaluation of all aspects of the total educational program, including student progress, personnel, curriculum, and facilities, will include a formal process of evaluating all certificated administrators and psychologists. The purpose of this evaluation shall be the improvement of the quality of the educational program in the District. The evaluation will be a cooperative procedure, with the evaluator and the evaluatee having full knowledge of the criteria, process, and results.

The following statements give more specific purposes for evaluation:

- Evaluations determine how well the objectives held by the school and District are being carried out. The success of the educational program is dependent upon many factors, which include the quality of classroom instruction, student evaluation, supervision, and administration.
- Evaluations provide the basis for motivation and for self-improvement, permitting administrative personnel to be aware of strengths and weaknesses in order to improve the operation of the District's programs.

The specific format for the evaluation system for certificated administrators and psychologists will be developed under the leadership of the Superintendent.

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Administrator/Psychologist Contract Renewal

If the administrator's contract with the School District is for more than one (1) year, but not exceeding three (3) years, on or before May 15 of the last year of the contract, the Board shall offer a contract for the next school year to the administrator unless on or before April 15 the Board gives notice to the administrator of the Board's intention not to offer a new administrative contract.

If the administrator's or psychologist's contract with the School District is for a single year, on or before May 15 of each year the Board shall offer a contract for the next school year to the administrator or psychologist unless on or before April 15 the Board gives notice to the administrator or psychologist of the Board's intention not to offer a new administrative contract or psychologist's contract.

LEGAL REF.: A.R.S. 15-503	15-539
15-536	15-540
15-537	15-541
15-538	15-544
15-538.01	15-549

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DATES OF SIGNIFICANCE

ADDENDUM B

DATE	TOPIC	ACTION REQUIRED/SUGGESTED	ACTION BY
9/15/2012	Best Practices	Posting of Best Practices for teacher and principal evaluation systems on the website maintained by the Department. Will address the implementation and assessment of principal and teacher evaluation systems.	Arizona Department of Education
9/30/2012	Delay of the Implementation of this evaluation system to 20113/2014	A school district governing board or a charter school governing body may elect to postpone the full implementation of the required teacher and principal evaluation until the 2013/2014 school year if a majority of the governing board or a majority of the governing body votes to postpone the evaluation implementation at a public meeting and adopts a plan at the public meeting that includes the following: 1. a timeline for the evaluation implementation, 2. a plan for engaging teachers and other interested stakeholders, and 3. a plan to determine how the evaluations will guide professional development. And, the governing board/governing body must adopt before 12/31/12 the two items listed under that date below.	Governing Board Governing Body
12/1/2012	Model Framework	On or before 12/1/12, the State Board of Education shall adopt a model framework for a teacher and principal evaluation instrument that includes quantitative data on student academic progress that accounts for between thirty-three per cent and fifty per cent of the evaluation outcomes. Such model framework shall include the four performance classifications, designated as highly effective, effective, developing, and ineffective, and guidelines for school districts and charter schools to use in their evaluation instruments.	Arizona State Board of Education
12/31/2012 (12/15/12)	Delay of the Implementation of this evaluation system to 20113/2014	Prior to 12/31/12, the governing board/governing body shall adopt the following: 1. an instrument or instruments considered for the evaluation and 2. the percentage of the outcome of the evaluation in accordance with	Governing Board Governing Body

Evaluation Instrument/ the framework adopted by the State Board of Education pursuant to Percentage Outcomes ARS 15-203(A)(38), as amended.

By School Year 2013/2014	Definitions of Performance Classifications/ Public Input	School districts and charter schools shall, in a public meeting, by school year 2013-2014, adopt definitions for the performance classifications adopted by the State Board of Education. The performance classifications are to be applied to the evaluation instruments in a manner designed to improve principal and teacher performance. Prior to adoption of policies for teacher and principal evaluations for implementation by school year 2013/2014, the governing board shall provide opportunities for public discussion on the proposed policies which shall describe these items pertaining to principals: 1. the evaluation instrument, including performance classifications, 2. the alignment of professional development to the evaluations, 3. incentives for principals in one to the two highest performance classifications which may include multiyear contracts, as authorized in ARS 15-503, and incentives to work at schools assigned letter grades of "D" or "F" pursuant to ARS 15-241, and 4. transfer and contract processes for principals in the lowest performance classifications pursuant to 14-203(A)(38). And, these items pertaining to teachers: 1. incentives for teachers in the highest performance classification, including multiyear contracts, 2. incentives for teachers in the two highest performance classifications to work at schools that are assigned a letter grade of D or F pursuant to ARS 15-241, 3. protection for teachers who are transferred to schools that are assigned a letter grade of D or F pursuant to ARS 15-241, and 4. protection for teachers if the principal of the school is designated in the lowest performance classification.	Governing Board Governing Body
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Beginnin in
School Year
2014/2015

Evaluation Polices
Shall Include

Governing Board
Governing Body

- The policies prescribed in the four bullets immediately preceding are to describe the following:
1. support and consequences for teachers designated in the lowest performance classification,
 2. an intervention option for such teachers that includes the use of a performance improvement plan which may be used only once for each teacher,
 3. dismissal policies pursuant to ARS 15-539 for teachers who continue to designated in the lowest performance classification following use of the intervention option, and
 4. dismissal policies pursuant to ARS 15-539 for teachers who are not provided an intervention ooption, requiring the school district governing board to initiate the notice of inadequacy of classroom performance process no later than the second consecutive year that the teacher is designated in the lowest performance classification.

TEACHING ABOUT RELIGION

Standards pertaining to instruction on the historical study of biblical text may be found in the State Board of Education Standards in history or English arts, or both, as concepts that include the history and literature of the Old Testament era and the history and literature of the New Testament era. The standards do not require that pupils who do not enroll in the elective course prescribed in this section receive instruction on the historical study of biblical text.

The instructional program of the District may include content in a elective course pertaining to how the Bible has influenced western culture for pupils in grades nine (9) through twelve (12). A school may offer this course as an online course. The School District may develop a new curriculum or use an existing curriculum that includes teacher's guides and that is currently in use in public schools in this state or in other states. An existing curriculum that is used by a school district shall meet the standards and guidelines prescribed in this section as indicated below:

- Before a school offers a course under this section, a legal review shall be conducted to ensure that the course complies with the first amendment to the United States Constitution.
- A course offered under this section shall be designed to:
 - Familiarize pupils with the contents, characters, poetry and narratives that are prerequisites to understanding society and culture, including literature, art, music, mores, oratory and public policy.
 - Familiarize pupils with the following:
 - ▲ The contents of the Old Testament and the New Testament.
 - ▲ The history recorded by the Old Testament and the New Testament.
 - ▲ The literary style and structure of the Old Testament and the New Testament.
 - ▲ The influence of the Old Testament and the New Testament on laws, history, government, literature, art, music, customs, morals, values and culture.

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- A course offered under this section shall follow applicable law and all federal and state guidelines in maintaining religious neutrality and accommodating the diverse religious or nonreligious views, traditions and perspectives of pupils. This section is not intended to violate any provision of the United States Constitution, the constitution of Arizona or state law or any rules, guidelines or regulations adopted by the United States Department of Education, the State Board of Education or the Arizona Department of Education.
- A pupil shall not be required to use a specific translation as the sole text of the old testament or the new testament and may use as the basic textbook a different translation of the old testament or the new testament from that chosen by the School District Governing Board or the pupil's teacher.
- Personnel shall not be assigned to teach a course offered under this section based on a religious or nonreligious test, a profession of faith or lack of faith, or prior or current religious affiliation or a lack of religious affiliation.
- A teacher who instructs a course offered under this section in its appropriate historical context and in good faith shall be immune from civil liability and disciplinary action pursuant to section 15-535.

This program will conform to all applicable Arizona Revised Statutes and Arizona Administrative Codes. The program, materials used in the elective course, and the act of sectarian instruction as referenced in statute are not prohibited under A.R.S. 15-341(a)(2), A.R.S. 15-362(a)(2), or A.R.S. 15-535 as each are authorized under A.R.S. 15-717.01. Bible influence; elective course; requirements; immunity.

Adopted: date of Manual adoption

LEGAL REF.: A.R.S. 15-341
15-362
15-535
15-717.01

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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FAMILY LIFE EDUCATION

Instruction in Sex Education

Grades K - 8:

- Instruction in sex education may be offered in the District in conformity with the requirements of Arizona law.
- Prior to offering sex education, the Board shall establish an *ad hoc* advisory committee with membership representative of the District's size and the racial and ethnic composition of the community to assist in the development of lessons and advise the Board on an ongoing basis.
- The Board shall review the total instructional materials for lessons presented for approval.
- The Board shall publicize and hold at least two (2) public hearings for the purpose of receiving public input at least one (1) week prior to the Board meeting at which sex education lessons will be considered for approval.
- The Board shall maintain for viewing by the public the total instructional materials to be used in approved sex education lessons within the District.
- The Superintendent shall, before recommending the offering of instruction in sex education, develop and implement regulations that meet the requirements of Arizona regulatory and statutory law.
- If sex education is offered in grades seven (7) and eight (8) the curricula shall include instruction on the laws relating to sexual conduct with a minor.

Grades 9-12:

- Instruction in sex education may be offered in the District in conformity with the requirements of Arizona law.
- The Governing Board shall review the total instructional materials and approve all lessons in the course of study to be offered in sex education.

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- The Board shall maintain for viewing by the public the total instructional materials to be used in all high school sex education courses to be offered.
- If sex education is offered, the curricula shall include instruction on the laws relating to sexual conduct with a minor.

Certification of Compliance

The District shall certify, under the notarized signatures of both the Governing Board President and the Superintendent, compliance with A.A.C. R7-2-303. Acknowledgment of receipt of the compliance certification from the State Board of Education is required as a prerequisite to the initiation of instruction. Certification of compliance shall be in a format and with such particulars as shall be specified by the Department of Education.

Instruction on Acquired Immune Deficiency Syndrome and Human Immunodeficiency Virus

The District may provide instruction in kindergarten (K) through grade twelve (12) on acquired immune deficiency syndrome and the human immunodeficiency virus as authorized by Arizona law.

If instruction is to be offered at one (1) or more grade levels, the Superintendent shall develop and implement regulations on such instruction that conform to Arizona law.

Promotion of Childbirth

The District shall not endorse or provide financial or instructional program support to any program that does not present childbirth and adoption as preferred options to elective abortion.

The District shall not allow any presentation during instructional time or furnish any materials to pupils as part of any instruction that does not give preference, encouragement and support to childbirth and adoption as preferred options to elective abortion.

Adopted: date of Manual adoption

LEGAL REF.: A.R.S. 15-108
 15-341
 15-716
 15-720
 A.A.C. R7-2-303

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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PROGRAMS FOR PREGNANT/ PARENTING STUDENTS

Pregnant students should have the same educational opportunities as their peers. Such students may also need additional counseling and health services that are available through the public schools.

Pregnant students may elect to remain in the regular school program and shall not be involuntarily excluded from any part of the school program, provided, however, that reasonable safeguards are maintained both for the school's and the student's best interests.

~~Pregnant students shall notify school authorities of their status as soon as it is ascertained.~~ The Superintendent will establish procedures as necessary to implement this policy.

Adopted: date of Manual adoption

LEGAL REF.: A.R.S. 15-341

CROSS REF.: AD - Educational Philosophy/School District Mission
IHBF - Homebound Instruction
JHD - Exclusions and Exemptions from School Attendance

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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BILINGUAL INSTRUCTION / NATIVE LANGUAGE INSTRUCTION

Individual schools in which twenty (20) or more students of a given grade level receive parental exception waivers in accord with A.R.S. 15-753 shall offer classes teaching English and other subjects through bilingual education techniques or other generally recognized educational methodologies permitted by law. Where these programs are not available students receiving parental exception waivers shall be permitted to transfer to a public school in which such a class is offered.

Prerequisites for Waiver Requests

With prior written informed consent, provided on an annual basis, a student's parents or legal guardian may request a waiver from the application of A.R.S. 15-752 - being placed in an English language classroom. In order to apply for a waiver the parents or guardian must:

- Visit the school to apply for the waiver, and while at the school,
 - Be provided a full description of the educational materials to be used in the different educational program choices, and
 - Be provided all the educational opportunities available to the child.

Parental Exception Waiver

A parental exception waiver may be applied for if the above prerequisites have been met and at least one (1) of the following applies:

- The student already possesses good English language skills, as measured by:
 - Oral evaluation or standardized tests of English vocabulary comprehension, reading, and writing, in which the student scores:
 - ▲ Approximately at or above the state average for the student's grade level, or
 - ▲ At or above the fifth (5th) grade average, whichever is lower

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- The student is age ten (10) or older, and:
 - It is the informed belief of the school principal and educational staff that an alternate course of educational study would be better suited to the student's overall educational progress and rapid acquisition of basic English language skills.
- The student has special individual needs (physical and psychological needs above and beyond the lack of English proficiency).
 - Any decision to issue a waiver based on special individual need is to be made subject to the examination, approval and authorizing signature of the Superintendent within, but not limited to, the following guidelines:
 - ▲ The student has already been placed in an English language classroom for not less than thirty (30) calendar days during that school year.
 - ▲ It is subsequently the informed belief of the school principal and educational staff that the child has such special and individual physical or psychological needs, above and beyond the lack of English proficiency, and an alternate course of educational study would be better suited to the student's overall educational development and rapid acquisition of English.
 - ♦ A written description of not less than two hundred fifty (250) words documenting these special individual needs for the specific student must be provided and permanently added to the student's official school record after.
 - ♦ A special needs review has been completed by persons knowledgeable about the student, the student's school history, the student's special individual needs, the meaning of evaluation data, and the placement options. The review shall be based upon the student's existing records, including academic, social, and behavioral records.
 - ♦ The waiver application must contain the original authorizing signature of the school principal.

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- ▲ If the student has been determined to be a student with a disability under the Individuals with Disabilities Education Act then all procedural safeguards including those relative to evaluation and the provision of free appropriate public education must be followed.
- ▲ If the student has been determined to be a student with a disability under Section 504 of the Rehabilitation Act of 1973, evaluation and such accommodations as are necessary to provide a free appropriate public education shall be provided in accord with the act.
- Teachers and local school districts may reject waiver requests without explanation or legal consequence. The existence of such special individual needs shall not compel issuance of a waiver.
- The parents shall be fully informed of their right to refuse to agree to a waiver for special individual needs.

The Superintendent shall develop procedures as necessary for implementation of this policy.

Adopted: date of Manual adoption

LEGAL REF.: A.R.S. 15-744
 15-751
 15-752
 15-753
 15-754
 15-755
 A.A.C. R7-2-310

CROSS REF.: IHAA - English Instruction
 IHB - Special Instructional Programs
 IHBA - Special Instructional Programs and Accommodations
 for Disabled Students

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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ONLINE / CONCURRENT / CORRESPONDENCE COURSES

Arizona Online Instruction

Arizona online instruction (AOI) is a learning option for meeting the needs of students in the information age. The District Governing Board may authorize student enrollment in AOI courses for credit to fulfill the academic requirements of the Governing Board and the State Board of Education (SBE). The course(s) must be provided by an online course provider or an online school selected and approved by the SBE as defined by and in accordance with the criteria established in A.R.S. 15-808.

To satisfy District class and course standards, the course offerings and content must:

- meet District and SBE academic standards for the identified student population,

- provide at least the minimum course of study and competency requirements for graduation from high school, based on the current cohort year requirements, and

- prepare students for post-secondary success in the world of work, technical school, or college.

To receive credit towards promotion or graduation, a student participating in Arizona online instruction shall:

- satisfactorily complete the course requirements,

- participate in the testing requirements prescribed by A.R.S. 15-741 *et seq.*, and

- not be allowed to participate in AOI if the student fails to comply with the testing requirements or and the online instruction provider fails to administer the tests to at least ninety-five percent (95%) of the students participating in the provider school's AOI.

Upon the student's enrollment in AOI, the student's parents or guardians shall be notified of the state testing requirements.

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The District shall coordinate with the AOI provider the gathering, recording, maintenance and reporting of applicable information to the student's parents or guardians, District officials, and the appropriate agencies.

If a student's academic achievement declines while the student is participating in AOI, the student's parents or guardians, teachers and ~~the school's administrator~~ and the school's administrator shall confer to evaluate whether the student's ~~continued~~ participation in AOI should be allowed.

A student may participate ~~in AOI~~ as either a part-time or full-time student for membership and attendance purposes as prescribed by A.R.S. 15-808. When the student is concurrently enrolled ~~part-time in the District~~ and participating part-time in AOI, daily attendance and membership of the student shall be recorded and reporting for funding apportionment purposes as specified by A.R.S. 15-808 and the Uniform System of Financial Records (USFR).

Whenever a student becomes ineligible for continuation in an AOI course or program, for whatever reason, the student shall be enrolled in a District course or courses appropriate to the student's academic qualifications.

The District may make application to the Arizona State Board of Education to become a provider of Arizona Online Instruction.

Adopted: date of Manual adoption

LEGAL REF.: A.R.S. 15-203	15-741
15-341	15-802
15-701	15-808
15-701.01	15-901
A.A.C. R7-2-301	R7-2-302.02
R7-2-302	R7-2-302.03
R7-2-302.01	R7-2-302.04
USFR Memorandum No. 244	

CROSS REF.: DI - Fiscal Accounting and Reporting
IHA - Basic Instructional Program
IHB - Special Instructional Programs
LJNDB - Use of Technology Resources in Instruction
IKE - Promotion, Retention, and Acceleration of Students
IKF - Graduation Requirements
JE - Student Attendance
JR - Student Records

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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PROMOTION AND RETENTION OF STUDENTS

Competency Requirements for Promotion of Students from Third Grade for School Years 2010-2011, 2011-2012 and 2012-2013

The District shall provide an annual written notification to parents or guardians of students in kindergarten programs and first (1st), second (2nd) and third (3rd) grades that a student who obtains a score on the reading portion of the Arizona Instrument to Measure Standards (AIMS) test, or a successor test, that demonstrates the student is reading far below the third (3rd) grade level will not be promoted from the third (3rd) grade. If the student's school has determined that the student is substantially deficient in reading before the end of grade three (3), the District shall provide to the parent or guardian of that student a separate written notification of the reading deficiency that includes the following information:

- A description of the current reading services provided to the student.
- A description of the available supplemental instructional services and supporting programs that are designed to remediate reading deficiencies. The District shall offer at least one (1) intervention strategy and at least one (1) remedial strategy for pupils with reading deficiencies. The notification shall list the intervention and remedial strategies offered and shall instruct the parent or guardian to choose the strategy that will be implemented for the student.
- Parental/guardian strategies to assist the student to attain reading proficiency.
- A description of the District policies on midyear promotion to a higher grade.

Competency Requirements for Promotion of Students from Third Grade for School Years 2013-2014 and Thereafter

In addition to competency requirements for school years 2010 through 2012 beginning with the 2013-2014 school year The competency requirements for the promotion of a student from the third (3rd) grade shall include the following:

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- The student shall not be promoted from the third (3rd) grade if the pupil obtains a score on the reading portion of the AIMS test, or a successor test, that demonstrates the students reading skills fall far below the third (3rd) grade level, unless the student is exempt from mandated retention or the pupil qualifies for an exemption as determined by the Governing Board.
- The Governing Board may promote a student from the third (3rd) grade if the student obtains a score on the reading portion of the AIMS test, or a successor test, that demonstrates the student's reading skills fall far below the third (3rd) grade level for any of the following good-cause exemptions:
 - A good cause exemption if the student is an English learner or a limited proficient student as defined in section 15-751 and has had fewer than two (2) years of English language instruction.
 - A student with a disability as defined in section 15-761 if the pupil's individualized education program team and the student's parent or guardian agrees that promotion is appropriate based on the student's individualized education program.
 - ~~The student is a child with a disability as defined in A.R.S. 15-761, and did not take the AIMS test or a successor test.~~
 - ~~The student is a child with a disability as defined in A.R.S. 15-761, has taken the AIMS test, or a successor test, and has previously been retained in a grade.~~
 - ~~The student is English language learner or a limited English proficient student as defined in A.R.S. 15-751 and has had fewer than two (2) years of English language instruction.~~
 - The student has demonstrated reading proficiency on an alternate assessment approved by the State Board of Education (SBE).
 - ~~The Governing Board accepts a parent's or guardian's request for an exemption for a student who does not meet any of the good cause exemptions prescribed above. Within thirty (30) days after receipt of notification the student will not be promoted from the third (3rd) grade, a parent or guardian may submit a written request to the Governing Board for an exemption in accordance with this item. The written request shall include documentation showing that promotion of the student is appropriate based on the student's academic record and shall include:~~

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- ~~★ Academic progress reports.~~
- ~~★ Student's Individualized Education Program.~~
- ~~★ Letters from the student's teacher(s) and the principal of the school recommending the pupil be promoted from the third (3rd) grade.~~
- ~~◆ The Governing Board shall issue a written acceptance or rejection of the parent's or guardian's exemption request within thirty (30) days after receipt of the parent's or guardian's request.~~

Intervention and Remedial Strategies Developed by the State Board of Education (SBE) for Students Who Are Not Promoted from the Third Grade

~~Intervention and remedial strategies developed by the State Board of Education (SBE) for students who are not promoted from the third (3rd) grade. The Governing Board shall offer at least one (1) of the intervention and remedial strategies developed by the SBE. The parent or guardian of a student not promoted from the (3rd) grade and the student's teacher(s) and principal may choose the most appropriate intervention and remedial strategies that will be provided to that student. The intervention and remedial strategies developed by the SBE shall include:~~

- ~~▲ A requirement the student be assigned to a different teacher for reading instruction.~~
- ~~▲ Summer school reading instruction.~~
- ~~▲ Intensive reading instruction in the next academic year that occurs before, during, or after the regular school day, or any combination of before, during and after the regular school day.~~
- ~~▲ Online reading instruction.~~
- ~~■ Provide for universal screening of pupils in preschool programs, kindergarten programs and grades one (1) through three (3) that is designed to identify students who have reading deficiencies in accordance with A.R.S. 15-704.~~
- ~~■ Develop interventions and remedial for pupils in kindergarten programs and grades one (1) through three (3) who are identified as having reading deficiencies pursuant to section 15-704.~~

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SPECIAL - INTEREST MATERIALS SELECTION AND ADOPTION

Commercial organizations offer a variety of materials for use by teachers in the classroom. Many of these materials are of high educational value, with little or no advertising emphasis. Other materials are primarily advertising and have only limited educational value.

In general, supplementary materials (printed materials, models, films, slides, pictures, charts, exhibits for educational purposes, et cetera) from ~~commercial, political, religious, or other~~ nonschool sources should have approval by the principal. This approval may be given to materials that are of obvious educational quality, supplement and enrich text and reference book materials, are timely and up to date, and promote American democratic ideals and moral values.

Students may not be used as the agents for distributing nonschool materials to the homes. The Superintendent shall be the final judge of whether or not such materials shall be utilized with students and will establish necessary procedures for their evaluation, approval, and use.

Adopted: date of Manual adoption

LEGAL REF.: A.R.S. 15-341
15-535

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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PUBLIC INFORMATION AND COMMUNICATIONS

The Superintendent has the responsibility of keeping the public informed as to the purpose, goals, methods, and progress of the educational program. Accuracy, reliability, and leadership in this area will develop confidence and understanding, creating better relationships between the District and the community. All school personnel are responsible for good public relations.

All written notices, bulletins, newsletters, and matters pertaining to students are to be approved prior to release. Matters that pertain to an individual school are to be approved by the principal prior to release. Matters that pertain to the District are to be submitted for approval to the Superintendent prior to release.

Non-school-originated material ~~of a commercial, political, or religious nature~~ shall not be released through the students without the approval of the principal.

This policy is not intended to interfere with the responsibility of District personnel to communicate directly with the parents or legal guardians of a particular student in areas affecting that student's progress at school. It is intended to ensure that prompt, reliable, and accurate information is released to the parents and patrons of the District.

Adopted: date of Manual adoption

CROSS REF.: KHC - Distribution/Posting of Promotional Materials

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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DISTRIBUTION / POSTING OF PROMOTIONAL MATERIALS

Non-school promotional material literature is that material not under the control of the school which ~~is on or~~ may be in a variety of mediums. Without exhaustion this may include but is not limited to pictures, flyers, items with a visual or printed message, electronic representations, and other visual and auditory representations.

Non-school promotional material other than that which provides financial benefit to the educational program as determined by the Board, ~~literature soliciting for or promoting participation in commercial offerings, politics or religion~~ will not be allowed on school property during school sessions. ~~Excepted from the category of commercial offerings are approved equipment, naming conventions and legal advertisement that provide financial benefit to the educational program as determined by the Board.~~

Nonprofit organizations providing activities and instruction ~~and practice~~ for school age students ~~in the areas of instruction listed below~~ shall be permitted limited display or posting of promotional material literature for those activities at an individual school site within the guidelines indicated. Authorization shall be premised upon a written assurance and confirming material literature received by the distributing/posting school at least two (2) weeks prior to the instruction/ activity that the organization will:

- Agree that any charges for the instruction/activities will be based on and not exceed the cost of providing the instruction/activities;
- Not use fighting words, obscenities, defamatory speech or encourage disruption of the educational environment;
- Not provide representations or visuals that are inappropriate as described in The Children's Internet Protection Act;
- Label all material with the name of the organization;
- Display the name, address and telephone number of the local representative for the organization prominently on the promotional material; and
- Have an authorized representative of the organization sign the written assurances.

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The promotional material literature shall be provided to the school office at the same time as the assurance form to evidence compliance. School personnel shall not use the viewpoint expressed in the material literature as justification for disallowing the authorization.

~~Areas of instruction and practice for which promotional literature is permitted to be displayed.~~

- ~~• Language arts~~
- ~~• Literature~~
- ~~• Mathematics~~
- ~~• Science~~
- ~~• Social Studies~~
- ~~• Music~~
- ~~• Visual Arts~~
- ~~• Health~~
- ~~• Physical Education~~
- ~~• Foreign or Native American Language (includes modern and classical)~~
- ~~• Career and Technical (vocational) Education~~

Manner of Display/Posting or Stacking

The manner of communication elected by each school shall be either:

- display of a representative item (posting on a bulletin board like structure); or
- stacking flyers or representative materials on a flat surface.

The material shall be located in an area on the school campus generally accessible to students. Display/posting or stacking will be on a space-available basis.

From a list of signed and dated assurance forms maintained in the school office, the school administrator shall determine the items to be granted permission for posting/displaying or stacking during a prescribed time period, limited to the available space designated for such purposes.

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Materials permitted for display/posting or stacking must be delivered to the approving school office by a person properly authorized to represent the entity providing the materials. The material shall not be larger than a standard eight and one-half by eleven inch (8 1/2" x 11") sheet of paper. Where stacking of materials for pick up is permitted, the quantity of materials stacked at the designated location shall not exceed one hundred (100) copies at any given time.

Times and places for display/posting or stacking. Display/posting or stacking of non-school promotional materials is prohibited in any school location except the designated area or surface for such materials. Materials shall be removed on a date certain not more than one (1) month after it has been posted/stacked or five (5) days after the activity begins, whichever is earlier.

The display/posting and/or stacking location shall be available every day without regard to weather, to students who are in attendance. A description and a map of this location will be posted at the administrative office of each school and made available in the District administrative offices.

Any challenge to a denial to distribute/post promotional materials shall utilize a simplified Alternative Dispute Resolution process as referenced in A.R.S. 15-110(G), Rights of students at public educational institutions; limitations; definition, which stipulates that a student or a student's parent shall not initiate legal action to enforce this section unless the student or the student's parent has done the following:

- The student or the student's parent shall submit a complaint in writing with the specific facts of the alleged violation to the principal of the school. The principal shall investigate the complaint and respond in writing, including a description of any action taken to resolve the complaint, within fifteen days of receiving the written complaint.
- If the complaint is not resolved, the written complaint specifying the facts of the alleged violation may be submitted by the parent or student to the Superintendent or designated administrator, who shall investigate the complaint and respond in writing, including a description of any action taken to resolve the complaint, within twenty-five days of receiving the written complaint.

School district legal counsel shall be consulted at any time there is a substantive question or dilemma resulting from a request related to this policy. Challenges originating from a source alleging viewpoint-based denial of authorization shall be referred immediately.

Adopted: date of Manual adoption

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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LEGAL REF.: A.R.S 15-110

20 U.S.C. 9134, The Children's Internet Protection Act

**47 U.S.C. 254, Communications Act of 1934 (The Children's
Internet Protection Act)**

CROSS REF.: KD - Public Information and Communications

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~~MEDICAL MARIJUANA STANDARDS AND CONDITIONS FOR EMPLOYEES~~

~~For the purpose of this policy, pursuant to Arizona Revised Statutes (A.R.S.) 36-2801, a qualified medical marijuana cardholder means:~~

- ~~• A qualifying patient,~~
- ~~• A designated caregiver, or~~
- ~~• A nonprofit medical marijuana dispensary agent~~

~~who has an identification card issued by the Arizona Department of Health Services related to the medical use of marijuana to treat or alleviate an individual's debilitating medical condition or symptoms associated with the debilitating medical condition.~~

~~Unless the District would lose a monetary or licensing related benefit under federal law or regulations, the School District may not discriminate against a person in hiring, termination or imposing any term or condition of employment or otherwise penalize a person solely:~~

- ~~• on the basis of the person's status as a medical marijuana cardholder, or~~
- ~~• for a positive test for marijuana components or metabolites,~~
 - ~~• unless the person used, possessed or was impaired by marijuana on the premises of the place of employment or during the hours of employment.~~

~~The District shall not be penalized or denied any benefit under state law for employing a registered qualifying patient or a registered designated caregiver. [A.R.S. 36-2811]~~

~~Subject to A.R.S. 36-2802, no person is authorized to engage in:~~

- ~~• undertaking any task under the influence of marijuana that would constitute negligence or professional malpractice,~~
- ~~• possessing or engaging in the medical use of marijuana,~~
 - ~~• on a school bus,~~
 - ~~• on the grounds of any preschool, elementary school or secondary school,~~

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

- ~~smoking marijuana,~~
 - ~~on any form of public transportation, or~~
 - ~~in any public place.~~
- ~~operating, navigating or being in actual physical control of any motor vehicle, aircraft or motorboat while under the influence of marijuana,~~
 - ~~except that a registered qualifying patient shall not be considered to be under the influence of marijuana solely because of the presence of metabolites or components of marijuana that appear in insufficient concentration to cause impairment.~~
- ~~using marijuana in any manner not authorized by Chapter 28.1 of Arizona Revised Statutes Title 36.~~

~~The District does not allow the ingestion of marijuana in any workplace,~~

- ~~except that a registered qualifying patient shall not be considered to be under the influence of marijuana solely because of the presence of metabolites or components of marijuana that appear in insufficient concentration to cause impairment.~~

~~While performing any duty in the capacity of District employee, an employee may be disciplined, up to and including suspension or termination, for ingesting marijuana in the workplace or working under the influence of marijuana.~~

~~Wherever inconsistencies of interpretation arise, the law and regulations prevail.~~

~~When District officials have a reasonable belief an employee may be under the influence, in possession of or distributing marijuana in a manner not authorized by the medical marijuana statutes law enforcement authorities will be informed.~~

~~Adopted: date of Manual adoption~~

~~LEGAL REF.: A.R.S. 13-3401 15-342
 13-3405 15-512
 13-3411 15-546
 36-2801 et seq., Arizona Medical Marijuana Act~~

~~CROSS REF.: EEAEAA Drug and Alcohol Testing of Transportation
 Employees
 GBEB Staff Conduct
 GBEC Drug-Free Workplace
 GBEC Nonmedical Use or Abuse of Drugs or Alcohol~~

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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NONMEDICAL USE OR ABUSE OF DRUGS OR ALCOHOL

~~The District's posture in dealing with employees who engage in the nonmedical use of drugs and/or the abuse of alcohol is to be one of constructive confrontation in a supportive environment and supportive relationship. This approach is based on the following premises:~~

- ~~• Each employee is responsible for the employee's own actions.~~
- ~~• Each employee is a role model for students.~~
- ~~• Each employee who seeks help is to be given the opportunity to do so in a supportive environment.~~
- ~~• The District shall not ignore employee problems.~~
- ~~• Constructive confrontation will be utilized to make employees aware of opportunities and choices for help.~~
- ~~• Efforts to maintain confidentiality will be made by the District.~~
- ~~• Outside referrals to nonschool personnel will be provided, at employee expense, to employees who indicate an interest.~~
- ~~• Employees will be required to provide information on progress in dealing with problems.~~
- ~~• Supervisory staff members will receive orientation on methods of constructive confrontation.~~
- ~~• Opportunities for self-referral will be provided.~~
- ~~• As recommended by outside professional sources, the District will consider support to an employee during reentry into the workplace.~~
- ~~• The District's right to intervene is based on 1) a basic concern for the health and welfare of the persons whom it employs and 2) the right to expect quality job performance.~~
- ~~• School employees are human and should not be considered any less vulnerable or immune to human stress than any other person.~~
- ~~• In spite of the above, school employees whose nonmedical use of drugs or use of alcohol endangers the health and safety of students or other employees may of necessity be dealt with summarily.~~

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

Employee Drug Use, ~~or Abuse, or Possession~~

The nonmedical ~~possession or use or abuse~~ use, abuse, or possession of drugs and/or use or possession of alcohol is forbidden on ~~school~~ District property or at ~~school~~ District sponsored activities. ~~away from school property.~~ Employees determined to be in possession of, using, or abusing drugs or using alcohol shall be reported immediately to the ~~employees~~ principal or ~~other person in charge~~ supervisor. The Superintendent shall be notified immediately.

The Superintendent ~~will~~ shall conduct an investigation in consultation with legal counsel as necessary. Employees that violate this policy may be disciplined up to and including termination. If the investigation shows sufficient evidence to suggest that the employee was involved with distribution or otherwise in violation of the law, law enforcement authorities shall be notified. ~~If the results of the investigation show that the employee's actions endangered the health and/or safety of students or other employees, the Superintendent shall take disciplinary action or recommend disciplinary action to the Board in accordance with existing policies and statutes. If the results of the investigation suggest that the employee be provided options under the provisions of this policy, the Superintendent shall so direct the immediate supervisor of the employee.~~

Medical Marijuana

The District recognizes Arizona's medical marijuana law and ~~may~~ shall not discriminate against a person in hiring, termination or imposition of any term or condition of employment or otherwise penalize a person on the basis of the person's status as an eligible medical marijuana cardholder, or as a registered qualifying patient, having a positive drug test for marijuana components or metabolites, unless the person used, possessed or was impaired by marijuana on District property, at a District event, or during the hours of the persons regular or extended hours of employment, or as prescribed by law.

- ~~• the person's status as an eligible medical marijuana cardholder, or~~
- ~~• as a registered qualifying patient, having a positive drug test for marijuana components or metabolites, unless the person used, possessed or was impaired by marijuana on District premises or during the person's hours of employment with the District,~~

~~unless a failure to do so would cause the District to lose a monetary or licensing related benefit under federal law or regulations.~~

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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~~The Arizona Medical Marijuana Act does not authorize any person to engage in the following conduct:~~

- ~~• Undertaking any task under the influence of marijuana that would constitute negligence or professional malpractice.~~
- ~~• Possessing or engaging in the medical use of marijuana:~~
 - ~~• On a school bus.~~
 - ~~• On the grounds of any preschool or primary or secondary school.~~
- ~~• Smoking marijuana:~~
 - ~~• On any form of public transportation.~~
 - ~~• In any public place.~~
- ~~• Operating, navigating or being in actual physical control of any motor vehicle, aircraft or motorboat while under the influence of marijuana, except that a registered qualifying patient shall not be considered to be under the influence of marijuana solely because of the presence of metabolites or components of marijuana that appear in insufficient concentration to cause impairment~~
- ~~• Using marijuana in any manner other than as authorized by the Arizona Medical Marijuana Act.~~

Adopted: date of Manual adoption

LEGAL REF.: A.R.S. 13-2911

13-3401 *et seq.*

15-341

23-493

23-493.03

36-2801 *et seq.*

41 U.S.C. 702, Drug-free workplace requirements for Federal grant recipients.

34 C.F.R. Part 85

CROSS REF.: EEAEAA - Drug and Alcohol Testing of Transportation Employees

GBAB - Medical Marijuana Standards and Conditions for Employees

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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DRUG AND ALCOHOL USE BY STUDENTS

Students on school property or at school events shall not knowingly breathe, inhale or drink a vapor-releasing substance containing a toxic substance, nor shall a student sell, transfer or offer to sell or transfer a vapor-releasing substance containing a toxic substance to a person under eighteen (18) years of age.

The nonmedical use, possession, or sale of

- alcohol,
- drugs,
- synthetic drugs,
- counterfeit drugs, or
- imitation drugs,

on school property or at school events is prohibited. *Nonmedical* is defined as "a purpose other than the prevention, treatment, or cure of an illness or disabling condition" consistent with accepted practices of the medical profession.

Students in violation of the provisions of the above paragraph shall be subject to removal from school property and shall be subject to prosecution in accordance with the provisions of the law.

Students attending school in the District who are in violation of the provisions of this policy shall be subject to disciplinary actions in accordance with the provisions of school rules and/or regulations.

For purposes of this policy, "drugs" shall include, but not be limited to:

- All dangerous controlled substances prohibited by law.
- All alcoholic beverages.
- Any prescription or over-the-counter drug, except those for which permission to use in school has been granted pursuant to Board policy.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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- Hallucinogenic substances.
- Inhalants.
- Synthetic, counterfeit or imitation drugs.
- A compound or substance, regardless of its contents, compound or substance, that produces in the user an experience, effect and/or display of effects that mimic the experience, effect and/or display of effects produced by substances controlled or prohibited by law, or that is represented as producing in the user such experiences or effects.

Medical Marijuana

The conditions which follow are applicable to a District student who holds an identification as a medical marijuana cardholder issued by the Arizona Department of Health Services for the medical use of marijuana as set out in the Arizona Revised Statutes (A.R.S.).

The District will not refuse to enroll a student or otherwise penalize a student for being a medical marijuana cardholder unless failure to do so would cause the school to lose a monetary or licensing benefit under federal law or regulations.

A student medical marijuana cardholder shall not possess or engage in the use of marijuana on District property, in a District vehicle, or at a District sponsored event.

A student medical marijuana cardholder is subject to, without bias, the same code of conduct and disciplinary standards applicable to all District students' attending the school.

~~A student medical marijuana cardholder shall not:~~

- ~~• undertake any task under the influence of marijuana that would constitute negligence.~~
- ~~• possess or engage in the medical use of marijuana,~~
 - ~~• on a school bus,~~
 - ~~• on the grounds of any preschool, elementary school or secondary school.~~

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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- ~~smoke marijuana,~~
- ~~on any form of public transportation, or~~
- ~~in any public place.~~
- ~~operate, navigate, or be in actual physical control of any motor vehicle, aircraft or motorboat while under the influence of marijuana,~~
- ~~except that a registered qualifying student cardholder shall not be considered to be under the influence of marijuana solely because of the presence of metabolites or components of marijuana that appear in insufficient concentration to cause impairment.~~
- ~~use marijuana in any manner not authorized by Title 36, Chapter 28.1 of the Arizona Revised Statutes, or~~
- ~~offer to give, sell, or dispense medical marijuana to another student or other individual on school property, in school provided vehicles, at school events, or when functioning as a representative the school.~~

If District officials have a reasonable belief a student may be under the influence, in possession of or distributing medical marijuana in a manner not authorized by the medical marijuana statutes law enforcement authorities will be informed.

~~A student who violates any portion of this policy may be subject to warning, reprimand, probation, suspension, or expulsion, in addition to applicable civil and criminal prosecution.~~

Adopted: date of Manual adoption

LEGAL REF.: A.R.S. 4-101
 4-241
 4-244
 13-3401 through 13-3461
 15-345
 36-2801 *et seq.*, Arizona Medical Marijuana Act
 20 U.S.C. 7101 *et seq.*, Safe and Drug-Free Schools and
 Communities Act

CROSS REF.: JLC - Student Health Services and Requirements
 JLCD - Administering Medicines to Students

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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- No person shall visit or audit a classroom or other school activity, nor shall any person come upon or remain upon school premises, without approval by the principal or the principal's authorized representative. Nor shall any person conduct or attempt to conduct any activity on school premises without prior approval by the Superintendent or the Superintendent's authorized representative.
- Any member of the general public considered by the Superintendent, or a person authorized by the Superintendent, to be in violation of these rules shall be instructed to leave the property of the District. Failure to obey the instruction may subject the person to criminal proceedings pursuant to A.R.S. 13-2911 and to any other applicable civil or criminal proceedings, or to tribal ordinance.
- Persons attending special functions shall confine themselves to the specific part of the facility assigned in the permit.
- Persons who engage in disorderly conduct of any kind may be subject to removal and exclusion from the facility.
- The use of facilities shall be granted only for legitimate purposes. Therefore, the permit holder shall assume full responsibility for any unlawful act committed during the exercise of the permit.
- No person shall possess or engage in the use of medical marijuana on District property, at a District event, or in a District vehicle, except as authorized by A.R.S. 36-2801 et seq.:-
 - ~~• possess or engage in the use of medical marijuana,~~
 - ~~★ on a school bus, or~~
 - ~~★ on the grounds of any preschool, elementary or secondary school.~~
 - ~~• smoke marijuana,~~
 - ~~★ on any form of public transportation, or~~
 - ~~★ in any public place.~~
 - ~~• operate, navigate or be in actual physical control of any motor vehicle, aircraft or motorboat while under the influence of marijuana,~~

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

~~* except that a registered qualifying patient shall not be considered to be under the influence of marijuana solely because of the presence of metabolites or components of marijuana that appear in insufficient concentration to cause impairment.~~

Adopted: date of Manual adoption

LEGAL REF.: A.R.S. 13-2905
13-2911
13-3102
15-341
15-507
36-2801 *et seq.*
36-2802

CROSS REF.: GBEB - Staff Conduct
GCQF - Discipline, Suspension, and Dismissal of
Professional Staff Members
GDQD - Discipline, Suspension, and Dismissal of
Support Staff Members
JIC - Student Conduct
JK - Student Discipline
KFAA - Smoking on School Premises at Public Functions

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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ACTION ITEMS

Item 12A.

Policy Suspension
BGB – Policy Adoption

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 12 A
FROM: Diana Green, Director of Education Services Reading
DATE: 9/11/2012 Discuss X
SUBJECT: Suspension of Policy BGB – Policy Adoption Action X
Consent

OBJECTIVE: Goal #

SUPPORTING DATA:

The Arizona School Boards Association has provided the District with adjusted language related to Board Policy IJNDB and IJNBD-R, Use of Technology Resources in Instruction. Due to the need to have this adjusted language in place for the 2012 E-rate funding year it is recommended that Board Policy BGB be suspended for agenda item # 12B of this agenda, September 11, 2012. Doing so provides the Board the opportunity to consider adjustments to Policy IJNBD with one reading rather than the specified two readings noted in BGB. Authority for such action is provided in Board Policy BGF, Suspension/Repeal of Policy.

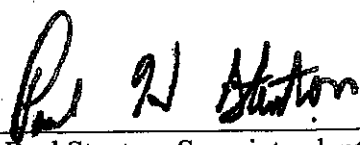
SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve the suspension of Governing Board Policy BGB related to a first and second reading, regarding policy adoption, for the discussion and consideration of agenda item #12B of this Board agenda dated, September 11, 2012.

Sample Motion:

I move to suspend Governing Board Policy BGB related to a first and second reading, regarding policy adoption, for the discussion and consideration of agenda item #12B of this Board agenda dated, September 11, 2012.

Approved for transmittal to the Governing Board:


Dr. Paul Stanton, Superintendent

Questions should be directed to: Diana Green @ 759-4000

ACTION ITEMS

Item 12B.

**Policy Advisory
440**

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 128

FROM: Diana Green, Director of Education Services Reading X

DATE: 9/11/2012 Discuss X

SUBJECT: Policy Review—First & Second Reading of Policy Action X
Advisory 440: IJNDB & IJNDB-R - Use of
Technology Resources in Instruction Consent

OBJECTIVE: Goal # Board Governance

SUPPORTING DATA:

To insure compliance with State Statutes these Policy Advisories have been submitted by the Arizona School Boards Association (ASBA) relating to Section G - Personnel for Board review.

-R = Regulation

Governing Board adoption is not required for regulations but is provided in the packet for information purposes.

PA # 440	IJNDB	Use of Technology Resources in Instruction
	IJNDB-R	Use of Technology Resources in Instruction

- Advisory #436 regarding IJNDB was approved in April, 2012. It is recommended that the district consider and approve adjusted language in Policy Advisory 440.
- Adjusted policy language must include a technology protection measure that protects against internet access by both adults and minors to visual depictions that are obscene, etc., with respect to use of computers by minors, harmful to minors.
- The adjusted policy language needs to be in place immediately because it applies to the 2012-2013 funding year

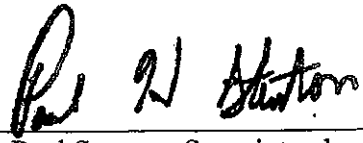
SUMMARY & RECOMMENDATION:

With the suspension of Policy BGB – Policy Adoption related to a first and second reading, it is the recommendation of administration to accept this advisory as presented by ASBA and adopt the Policy IJNDB – Use of Technology Resources in Instruction.

Sample Motion:

I move to adopt Policy IJNDB – Use of Technology Resources in Instruction as presented by ASBA in Policy Advisory 440.

Approved for transmittal to the Governing Board:


Dr. Paul Stanton, Superintendent

Questions should be directed to: Diana Green @ 759-4000

POLICY SERVICES

ADVISORY

Volume 24, Number 2

June 2012

CONTENTS

Policy Advisory No. 440.....IJNDB — Use of Technology Resources in Instruction
IJNDB-R — Use of Technology Resources in Instruction

Policy Advisory Discussion

Policy Advisory No. 440. IJNDB and IJNDB-R — Use of Technology Resources in Instruction.

In February of 2012 Policy Services provided policy advisory No. 436. In further review of the Federal Communications Commission (FCC), "Report and Order" we believe it is necessary to further adjust the language in Policy IJNDB. If advisory No 436 has been considered and approved by the district it is recommended the district consider and approve adjusted language found in PA 440. If the district has yet to consider and approve PA 436, it is best to forgo that approval and consider and approve PA 440.

The "Report and Order" adds the statutory language from the Protecting Children in the 21st Century Act regarding the education of students related to appropriate online behavior. This language adds to the current FCC rules implementing the Children's Internet Protection Act (CIPA).

The Protecting Children in the 21st Century Act establishes that E-rate applicants must certify that their CIPA required Internet safety policy provides for the education of students regarding appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and regarding cyberbullying awareness and response. Further there is a requirement that language is included related to monitoring the online activities of minors.

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Specific procedures or curriculum for schools to use in the education of this matter is left to the discretion of each individual district to determine. Language included in the FCC "Final Rule" Appendix A of the "Report and Order" establishes that policy language must be adopted and enforced and must include a technology protection measure that protects against Internet access by both adults and minors to visual depictions that are obscene, child pornography or, with respect to use of the computers by minors, harmful to minors.

For further information refer to Federal Communications Commission document FCC 11-125.

It is important to remember that adjusted policy language needs to be in place immediately because it applies to the 2012-2013 funding year. It may, therefore, be in the best interest of the district to suspend the normal first and second reading defined in Policy BGB and move to adopt the adjusted language with one reading. Suspension of policy is defined in Policy BGF. Suggested agenda language for the suspension of policy in this instance is as follows:

Agenda Item: This agenda item provides the Governing Board an opportunity to discuss and consider the suspension of Board Policy BGB related to a first and second reading of recommended adjustments to Board Policy IJNDB, "Use of Technology Resources in Instruction"

Discussion: The Arizona School Boards Association has provided the District with adjusted language related to Board Policy IJNDB, Use of Technology Resources in Instruction. Due to the need to have this adjusted language in place for the 2012 E-rate funding year it is the recommendation of the administration that Board Policy BGB be suspended for agenda item _____ (*next agenda item number placed here*) of this agenda dated _____ (*board meeting date*). Doing so provides the Board the opportunity to consider adjustments to Policy IJNDB with one reading rather than the specified two readings noted in BGB. Authority for such action is provided in Board Policy BGF, Suspension/Repeal of Policy.

Motion: Move to suspend Governing Board Policy BGB related to a first and second reading, regarding policy adoption, for the discussion and consideration of agenda item _____ of this Board agenda dated _____.

It is important for the district to maintain related posting notifications, board agenda(s), and minutes of the board meeting(s) where this item is discussed and considered. It is also important for the district to maintain all financial records

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related to the purchase and utilization of filtering software; the dissemination of related policy and regulation documents, along with documents such as employee handbooks, student handbooks and any related news letters or articles; and all related training. Such documentation should be maintained in compliance with by the Arizona State Library, Archives and Public Records retention schedule.

If there are questions, contact Policy Services at (602) 254-1100 or fax information to (602) 254-1177. Ask for Chris Thomas, General Counsel/Director of Legal/Policy Services; Dr. Terry Rowles, Policy Advisor; or Steve Highlen, Policy Analyst. E-mail addresses are, respectively, [cthomas@azsba.org], [trowles@azsba.org], and [shighlen@azsba.org].

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USE OF TECHNOLOGY RESOURCES IN INSTRUCTION

Appropriate use of Electronic Information Services

The District may provide electronic information services (EIS) to qualified students, teachers, and other personnel who attend or who are employed by the District. Electronic information services include networks (e.g., LAN, WAN, Internet), databases, and any computer-accessible source of information, whether from hard drives, tapes, compact disks (CDs), floppy disks, or other electronic sources. The use of the services shall be in support of education, research and the educational goals of the District. To assure that the EIS is used in an appropriate manner and for the educational purposes intended, the District will require anyone who uses the EIS to follow its guidelines and procedures for appropriate use. Anyone who misuses, abuses, or chooses not to follow the EIS guidelines and procedures will be denied access to the District's EIS and may be subject to disciplinary action and/or legal action.

The Superintendent shall determine steps, including the use of an Internet filtering mechanism, that must be taken to promote the safety and security of the use of the District's online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Technology protection measures shall protect against Internet access by both adults and minors to visual depictions that are obscene, child pornography or, with respect to use of computers by minors, harmful to minors. Safety and security mechanisms shall include online monitoring activities.

As required by the Children's Internet Protection Act, the prevention of inappropriate network usage includes unauthorized access, including "hacking," and other unlawful activities; unauthorized disclosure, use and dissemination of personal identification information regarding minors.

It is the policy of the Board to:

- prevent user access over the District's computer network, or transmissions of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications;
- prevent unauthorized access and other unlawful online activity;

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- prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and
- comply with the Children's Internet Protection Act [P.L. No. 106-554 and 47USC 254(h)].

Each user will be required to sign an EIS user's agreement. The District may log the use of all systems and monitor all system utilization. Accounts may be closed and files may be deleted at any time. The District is not responsible for any service interruptions, changes, or consequences. The District reserves the right to establish rules and regulations as necessary for the efficient operation of the electronic information services.

The District does not assume liability for information retrieved via EIS, nor does it assume any liability for any information lost, damaged, or unavailable due to technical or other difficulties.

Filtering and Internet Safety

As required by the Children's Internet Protection Act, ~~The District shall provide for technology protection measures that protect against Internet access by both adults and minors to visual depictions that are obscene, child pornography, or, with respect to use of the computers by students, harmful to students. The protective measures shall also include monitoring the online activities of students.~~

Limits, controls, and prohibitions shall be placed on student:

- access to inappropriate matter.
- safety and security in direct electronic communications.
- unauthorized online access or activities.
- unauthorized disclosure, use and dissemination of personal information.

Monitoring and Online Behavior

~~The District shall monitor online behaviors and provide all students with instruction related to appropriate online behaviors including interacting with other individuals on social networks and in chat rooms and cyberbullying awareness and response. The Superintendent shall develop and implement the District's instructional program and shall develop and implement the District's program for monitoring the use of District technologies.~~

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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Education, Supervision and Monitoring

It shall be the responsibility of all District employees to be knowledgeable of the Board's policies and administrative guidelines and procedures. Further, it shall be the responsibility of all employees, to the extent prudent to an individual's assignment to educate, supervise, and monitor appropriate usage of the online computer network and access to the Internet in accordance with this policy, the Children's Internet Protection Act, and the Protecting Children in the 21st Century Act.

The Superintendent shall provide for appropriate training for District employees and for students who use the District's computer network and have access to the Internet. Training provided shall be designed to promote the District's commitment to:

- the standards and acceptable use of the District's network and Internet services as set forth in District policy;
- student safety in regards to use of the Internet, appropriate behavior while using, but not limited to, such things as social networking Web sites, online opportunities and chat rooms; and cyberbullying awareness and response; and compliance with E-rate requirements of the Children's Internet Protection Act.

While training will be subsequently provided to employees under this policy, the requirements of the policy are effective immediately. Employees will be held to strict compliance with the requirements of the policy and the accompanying regulation, regardless of whether training has been given.

The Superintendent is responsible for the implementation of this policy and for establishing and enforcing the District's electronic information services guidelines and procedures for appropriate technology protection measures (filters), monitoring, and use.

Adopted: date of Manual adoption

LEGAL REF.: A.R.S. 13-2316

13-3506.01

13-3509

15-341

34-501

34-502

20 U.S.C. 9134, The Children's Internet Protection Act

47 U.S.C. 254, Communications Act of 1934 (The Children's Internet Protection Act)

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In addition, acceptable use for District employees is extended to include requirements to:

- Maintain supervision of students using the EIS.
- Agree to directly log on and supervise the account activity when allowing others to use District accounts.
- Take responsibility for assigned personal and District accounts, including password protection.
- Take all responsible precautions, including password maintenance and file and directory protection measures, to prevent the use of personal and District accounts and files by unauthorized persons.

Each user will be required to sign an EIS user agreement. A user who violates the provisions of the agreement will be denied access to the information services and may be subject to disciplinary action. Accounts may be closed and files may be deleted at any time. The District is not responsible for any service interruptions, changes, or consequences.

Details of the user agreement shall be discussed with each potential user of the electronic information services. When the signed agreement is returned to the school, the user may be permitted use of EIS resources through school equipment.

Note: This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

ACTION ITEMS

Item 12C.

**ASBA Top Ten
(Political Agenda)**

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 12C
FROM:	Arizona School Boards Association and Board President Howard Moody	Reading
DATE:	September 11, 2012	Discuss
SUBJECT:	Determination of the Board's top ten issues of importance from the Arizona School Boards Association's 2012 Political Agenda Priorities list	Action X
OBJECTIVE: Board Governance		

SUPPORTING DATA:

Each year the Arizona School Boards Association (ASBA) compiles a list of concerns from school districts. Concerns have been submitted and those approved by the Review Committee are presented here. The Board is asked to prioritize their top ten choices and return that list to ASBA. From the lists provided by the districts across the state ASBA will select the legislative issues that will be the focus of their lobbying efforts for the 2013 State Legislative Sessions.

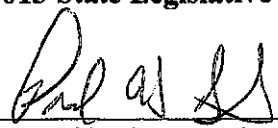
SUMMARY & RECOMMENDATION:

The Board is requested to discuss and select their top ten choices. The list will be compiled and submitted to ASBA on or before the deadline of September 30th.

Sample Motion:

I move to approve the selection of the top ten issues as discussed to be submitted to ASBA as a focus of their lobbying efforts for the 2013 State Legislative Sessions.

Approved for transmittal to the Governing Board:


Dr. Paul H. Stanton, Superintendent

Questions should be directed to: Howard Moody



Arizona School Boards Association

2013 POLITICAL AGENDA PRIORITIES

As a governing board, please select the ten (10) legislative action proposals your school district believes are the most important ones for ASBA to pursue in any Special Session on Education and/or in the Fifty-First Legislature, First Regular Session. PLEASE RETURN TO ASBA BY THE CLOSE OF BUSINESS SEPTEMBER 30, 2012. They will be compiled to determine ASBA's Top Ten Priorities. Thank you much.

I. **ADVOCACY FOR CHILDREN AND STUDENT NEEDS**

- ☐ 1. Encourage, assists and provides adequate financial support of the curriculum and instructional needs of Arizona's public schools to ensure college and career readiness of all students.
- ☐ 2. Increase mandatory school attendance requirements until graduation level competency has been reached or until 18 years of age.
- ☐ 3. Oppose efforts to undermine the authority of Arizona Interscholastic Association and its members to determine eligibility for student participation in interscholastic activities.
- ☐ 4. Fund programs to prepare and support children and families for success in public schools.
- ☐ 5. Oppose efforts to curtail communications in a language other than English for students, parents and other constituents and advocate for ADE to publish critical items intended for parent distribution in Spanish as well as English.
- ☐ 6. Oppose legislation to require school districts to report or determine the immigration status of students.

II. LOCAL CONTROL/GOVERNANCE

- ☐ 1. Advocate for preservation of community governance of school districts through elected representation and oppose federal, tribal, state, county, city or administrative efforts to erode the authority of governing boards.
- ☐ 2. Oppose unfunded and burdensome legislative mandates.
- ☐ 3. Oppose any effort not initiated by local school districts, through their governing boards or voters, to consolidate or unify school districts.
- ☐ 4. Ensure all public schools are funded and governed in a manner consistent with the Arizona Constitution's requirement of a general and uniform public school system, so that substantial disparities in the treatment of schools are not created by the law.
- ☐ 5. Oppose legislation that would limit district control of performance pay for teachers under the Classroom Site Fund, while acknowledging statewide best practices as demonstrated by the Performance Pay Task Force.
- ☐ 6. Oppose unreasonable differential treatment of school districts with other political subdivisions and governing board members with other elected public officials in matters of general governance, including the open meeting law and public records law.
- ☐ 7. Clearly articulate the free speech rights of ASBA, school employees, and school board members regarding elections and school district resources.
- ☐ 8. Revise A.R.S. 15-424(D) to allow candidates in an uncontested election, which has been cancelled, to be declared duly elected by the supervisors of that county rather than appointed.
- ☐ 9. Change student enrollment laws to allow a school district to honor a disciplinary action of a student from another district when enrolling that student.
- ☐ 10. Provide Governing Boards with flexibility in committing and prioritizing the use of education funds.
- ☐ 11. Allow the removal of a governing board member for excessive absences at meetings.

- ☐ 12. Retain the county school superintendent's statutory authority and the school district governing board's role in appointing governing board members when vacancies occur.
- ☐ 13. Provide a school district governing board with the authority to create a process to censure a board member.
- ☐ 14. Provide school districts with discretion and flexibility in divestiture of real property

III. ACCOUNTABILITY

- ☐ 1. Foster continuous improvement of standards and assessments adopted by the State Board of Education, including the common core.
- ☐ 2. Ensure that all schools receiving public funds are equally accountable financially to the public by complying with conflict of interest laws. Further, seek to ensure that charter funding systems are transparent, do not allow comingling of funds, and reverts all public funds and property to the state, if a charter school ceases to operate or loses its charter.
- ☐ 3. Advocate for continued local control of school improvement plans created and implemented for underperforming and persistently low performing schools and support other interventions as a last resort.
- ☐ 4. Oppose efforts to require verification of free and reduced lunch applications beyond federal guidelines.
- ☐ 5. Allow school districts and property owners to reach a solution to the Pesticide Covenant as it relates to new school sites.
- ☐ 6. Encourage the Arizona Department of Education to conduct research to determine the N number that is statistically valid.
- ☐ 7. Create greater flexibility in procurement policies and procedures.
- ☐ 8. Accurately, consistently and fairly measures the academic performance of individual schools and the district as a whole.
- ☐ 9. Implement an accurate, statewide data system that enables local districts to use data to inform financial, student, and personnel decision making,

with the cost of implementation to be funded and provided to each district by the state.

- ☐ 10. Require that county school superintendents have a teaching, administrative, or superintendent certificate.

IV. TAXATION/REVENUES

- ☐ 1. Advocate structural change to Arizona's tax system to ensure adequate funding for public education while opposing any change to the existing property tax structure unless a comprehensive tax reform proposal is implemented to adequately address the needs of public education.
- ☐ 2. Oppose any measure that uses state monies to fund private schools including vouchers and empowerment accounts.
- ☐ 3. Oppose any action that prohibits local school district governing boards from supplementing state funding and budget provisions through M&O and flexible capital overrides as well as bond authorizations.
- ☐ 4. Repeal of private school tax credits while demanding greater financial restrictions and public accountability until such time as repeal is accomplished.
- ☐ 5. Clarify A.R.S. 15-915 and require ADE to provide the commensurate state aid revenue to districts that lose assessed value regardless of the cause of the reduction so that there is no loss of revenue to the district.
- ☐ 6. Serve to maintain and increase the earnings of the school trust lands for the benefit of K-12 public education.
- ☐ 7. Ensure all property owners in the state of Arizona are paying the full qualifying tax rate to support education.
- ☐ 8. Oppose, or advocate the repeal of, any measure that requires a supermajority vote to increase state or local revenues.
- ☐ 9. Oppose efforts to permanently repeal the state equalization assistance rate.
- ☐ 10. Oppose the various Taxpayer Bill of Rights (TABOR) legislation.

- ☐ 11. Oppose efforts to undercut voter-approved measures.
- ☐ 12. Exempt public schools from municipal impact fees.
- ☐ 13. Allow school districts an appeals process to seek correction of census estimates.
- ☐ 14. Permanently address the Constitutional Aggregate Expenditure Limit formula.
- ☐ 15. Advocate for a review of all proposed legislative mandates to ensure any new requirements will have an identified funding stream.
- ☐ 16. Provide for direct reimbursement, grants, and/or other incentives to schools for energy efficiencies.
- ☐ 17. Modify the current freeze on the acquisition of school sites to allow acquisition of sites from the School Facilities Board or school district on State Trust Land according to the Arizona Constitution highest and best use provision.
- ☐ 18. Allow the purchase of equipment with bond money.
- ☐ 19. Support state funding for any tax judgments that are due to inaccurate rate settings by a county or state.
- ☐ 20. Strike the bond indebtedness limits found in Arizona statutes so that districts may utilize the limits found in Arizona's Constitution.
- ☐ 21. Change the designation of "override" elections to "local effort" elections and adjust other language in the law suggesting that these elections provide "extra" funding.
- ☐ 22. Advocate for legislation that requires an annual review/revision of travel mileage reimbursement rates.
- ☐ 23. Permanently count a kindergarten student as a full student for district override purposes

- ☐ 24. Advocate for tax credit opportunities for public schools/districts equal to the eligible amounts for private school tax credits, and advocate for full autonomy to public schools/districts to determine how the funds are used
- ☐ 25. Advocate for a freeze on STO private school tax credits, both individual and corporate, until school district payments are current

V. FUNDING

- ☐ 1. Advocate for a complete revision of the school finance formula to:
 - a. Reflect the actual costs of the individual educational needs of all students
 - b. Provide for re-evaluation of the school finance formula on a regular basis to adjust the weighting factors as necessary and to compensate for other costs that escalate faster than the GDP-IPD such as: health insurance, property/casualty insurance and utilities
 - c. Provide funding to improve instruction through the use of technology
 - d. Provide for a transportation support level that reflects actual students transported and actual costs
 - e. Provide funding for an extended school year as a local option
 - f. Provide for a funding formula that allows small and/or rural school districts the ability to fund basic school functions and programs such as maintenance, utilities, health music, arts and be competitive with the urban schools for teacher services
 - g. Ensure schools are held harmless for increases in state retirement contribution rates
 - h. Equalization of performance incentive funding for districts across the state
- ☐ 2. Address issues related to school capital issues, including minimum building standards, new school construction, building renewal, and soft capital.
- ☐ 3. Fund voluntary educational preschool programs and oppose any effort from federal or state bodies or agencies to require preschool in the state of Arizona on a mandatory basis.
- ☐ 4. Adequately fund English Language Learners.

- ☐ 5. Ensure full funding for inflation, especially in years in which the rate of inflation is greater than 2 percent and vigorously oppose at the legislature and in the courts any attempts to not fully fund at least the 2 percent inflation factor as approved by the voters in Proposition 301 (2000).
- ☐ 6. Oppose legislation that takes away district authority to comply with federal desegregation court orders and Office of Civil Rights agreements.
- ☐ 7. Oppose any effort to divert Medicaid in Public Schools (MIPS) reimbursement dollars from school districts to the state general fund.
- ☐ 8. Oppose any action to discontinue or reduce state and federal funding of career and technical education and Joint Technical Education Districts.
- ☐ 9. Oppose any measure that would require a certain percentage of district budgets be allocated to classroom expenditures, as defined by the State Auditor General, with the recognition that some "outside the classroom" expenditures directly benefit classroom learning of students.
- ☐ 10. Enable Joint Technological Education Districts (JTEDs) to:
 - a. Promote and expand Career and Technical Education programs, including summer programs for high school students through JTED central campus programs and allow communities wishing to form a JTED to do so following all regulations as required by law and to receive similar funding as existing JTEDs.
 - b. Receive equal recognition and funding benefits under state statutes of K-12 public school districts and Joint Technical Education Districts.
 - c. Revise the definition of a JTED Centralized Campus Model to include virtual campuses.
 - d. Continue to work with the legislature to ensure 100% funding for JTED and full funding for inflation, especially in years in which the rate of inflation is greater than two percent.
 - e. Reinstate 9th grade funding for JTED career and technical education.
 - f. Restore funding from 91.8% to the full 100% formulaic allocation.
- ☐ 11. Eliminate the Budget Balance Carry Forward limit in the M&O funding calculation.
- ☐ 12. Fund programs that are proven to enhance school safety including, but not limited to, gang and drug prevention programs.

- ☐ 13. Move the determination of the construction inflation costs from the Joint Legislative Budget Committee to the School Facilities Board.
- ☐ 14. Encourage legislation to provide funding for school districts to cover the cost of elections that are state mandated.
- ☐ 15. Seek and support efforts to create a statewide database of digital content to be used in the classroom to enhance student achievement while lowering costs.
- ☐ 16. Hold districts harmless for any loss of revenue and to cover transitional costs associated with district approved unification efforts.
- ☐ 17. Require the state to pay 100% of the cost of the Structured English Immersion model to districts to implement the program.
- ☐ 18. Reenact and fund voluntary, full-day kindergarten.
- ☐ 19. Distribute Prop. 301 funds on an unweighted student count versus a weighted student count.
- ☐ 20. Remove requirements for public schools to use public school resources to evaluate, test and otherwise serve special education students who are enrolled in private school.
- ☐ 21. Fairly allocate ADM with respect to students enrolling in on-line summer school outside their home district

VI. PERSONNEL

- ☐ 1. Provide increased funding for school personnel salaries.
- ☐ 2. Provide all school districts with 5.5% in revenue to fund a system that promotes or rewards teacher individual performance, including merit pay.
- ☐ 3. Oppose any legislation that would further restrict the local board's ability to terminate non-certificated personnel.
- ☐ 4. Oppose any legislation to impose mandatory collective bargaining as a method of determining salaries and working conditions for employees.

- ☐ 5. Oppose any legislative attempts to reduce the governing board's authority to use lawful forms of affirmative action.
- ☐ 6. Prevent the award of unemployment compensation to substitute teachers and other substitute employees.
- ☐ 7. Provide that the school district may require medical or psychological examination of an employee by a physician of the board's choosing and at the district's expense.
- ☐ 8. Expand existing programs for the provision of instruction from proficient teachers through technological means.
- ☐ 9. Provide additional funding to help low income and small rural/isolated schools, as well as for high-need subject areas, to attract and retain highly qualified teachers.
- ☐ 10. Allow public colleges and universities to offer a tuition discount to teachers who need to meet the ESEA criteria for becoming "highly qualified" and continue to teach in schools that have a high concentration of economically disadvantaged students.
- ☐ 11. Set a mandatory minimum contribution rate for the Arizona State Retirement System that would be based on historical averages and prevent large variant increases or decreases from year to year.
- ☐ 12. Encourage the development of a comprehensive professional education certification system to establish an independent Professional Licensing Board.
- ☐ 13. Allow for the evaluation of superintendents to be confidential and not public record similar to the A.R.S. 15-537 regarding teacher evaluations.

VII. FEDERAL CONCERNS

- ☐ 1. Increase the federal investment in public education to meet the federally-imposed mandates and subsequent cost increases for special education (IDEA) and implementation of the Elementary and Secondary Education Act (ESEA).

- ☐ 2. Amend the federal Elementary and Secondary Education Act (ESEA):
 - a. Increase the flexibility for states to use additional types of assessments for measuring AYP – including growth models
 - b. Grant states and districts more flexibility in assessing students with disabilities and students not proficient in English for AYP purposes
 - c. Create a student testing participation range, providing flexibility for uncontrollable variations in student attendance
 - d. Allow schools to target resources to those student populations who need the most attention by applying sanctions only when the same student group fails to make adequate yearly progress (AYP) in the same subject for two consecutive years
 - e. Ensure that students are counted properly in assessment and reporting systems
 - f. Allow supplemental services to be offered in the first year of “improvement,” seek a greater role for Local Education Agencies (LEAs) in approving supplemental education service providers, and for LEAs to be able to provide such services even if identified as in need of improvements.
 - g. Strengthen the federal responsibility for funding
 - h. Require ESEA testing and reporting for non-public schools for students receiving Title I services
 - i. Flexibility and expanded authority for states and LEAs
 - j. Seek changes this year, or temporary relief to LEAs from the restructuring sanctions until such time as it is reauthorized
- ☐ 3. Urge the Arizona congressional delegation to ensure that adequate federal funds are available to support and sustain federally initiated supplemental programs such as Title 1, Title 2 and gifted programs as well as federally mandated programs and oppose efforts to make these programs into competitive grants.
- ☐ 4. Advocate for the full funding for federal impact aid
- ☐ 5. Advocate for legislation that funds Secure Rural Schools Act forest fees and payment in lieu of taxes on all federal land on a formula basis whereby a minimum of 50% would be distributed to the public schools in the county.
- ☐ 6. Make student/parent collegiate grant and loan programs more accessible and affordable.

- ☐ 7. Firmly establish Medicaid responsibility for IDEA activities and direct medical services while recognizing that school-based Medicaid programs are good fiscal policy.
- ☐ 8. Ensure that the E-Rate is continued, making advanced telecommunications services affordable for the nation's schools and libraries.
- ☐ 9. Defeat all federal voucher and tuition tax subsidy proposals that result in public funds supporting private K-12 institutions.
- ☐ 10. Align the Higher Education Act with ESEA to ensure a pool of highly qualified teachers.
- ☐ 11. Support developmentally appropriate early education standards for Head Start that are aligned with state academic content standards and reflective of the expectations of local schools.
- ☐ 12. Support supplemental federal grants to enhance school district innovation and further student success.
- ☐ 13. Advocate Arizona maximize opportunities to receive federal matching monies for all education-related issues.
- ☐ 14. Allow classified employees to be hired to fill sports and academic coaching positions and be paid the same stipend as other coaches rather than having to track their hours and be paid hourly.
- ☐ 15. Seek federal support and services for high school students at Bureau of Indian Education funded schools for JTED programs equivalent to those provided by the state of Arizona

ACTION ITEMS

Item 12D.

YCESA IGA

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 120
FROM: Patrick Keeling, Lead IS Specialist Reading
DATE: September 11, 2012 Discuss
SUBJECT: YCESA E-Rate Consulting IGA Action X
Consent

OBJECTIVE: Goal #

SUPPORTING DATA:

The Yavapai County Educational Services Agency (YCESA) now provides E-Rate consulting services that were formerly provided by Educational Technology Associates L.L.C. By signing the attached IGA the District will be able to issue a new purchase order to the YCESA, cancel our current purchase order for Educational Technology Associates and continue to receive the benefit of E-Rate consulting services.

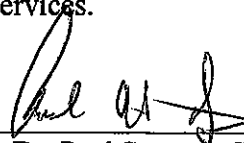
SUMMARY & RECOMMENDATION:

It is recommended that the HUSD governing board approve the attached IGA for E-Rate consulting services to be provided by the YCESA that will allow The District to continue to receive the benefits of an E-Rate consultant to support the E-Rate funding approval process.

Sample Motion:

I move to approve the attached YCESA E-Rate consulting IGA to allow The District to continue to receive professional E-Rate consulting services.

Approved for transmittal to the Governing Board:



Dr. Paul Stanton, Superintendent

Questions should be directed to: Patrick Keeling, Lead Information Services Specialist @ 759-5024



Yavapai County Education Service Agency

Providing Services for Quality Education

Tim Carter
Yavapai County Superintendent
2970 Centerpointe East
Prescott, AZ 86301
Phone 928-771-3326
Fax 928-771-3329

Date: 8/14/12			
Quote for Services			
Entity:	Humboldt Unified School District		
Contact:	Cynthia Windham		
Title:	CFO		
Address:	8766 E. Hwy 69		
City, State, Zip	Prescott Valley, AZ 86314		
Telephone:	(928)759-4000		
E-Mail:	Cynthia.Windham@humboldtunified.com		
YCESA Consultant Information			
Name:	Chris Igel		
Telephone:	928-710-6911		
E-Mail:	cigel@edtechaz.com		
Service	Months	Cost	Total
Full Service E-Rate Consulting Services (ETA Rate)	11	\$959.50	\$10,554.50
ESA Discount (5%)	11	-\$47.98	-\$527.73
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
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			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Contract Total			\$10,026.78

Intergovernmental Agreement

Date: July 1, 2012

Parties: _____, an Arizona school district
("District")

Yavapai County Education Service Agency ("YCESA"), the statutory educational service agency for Yavapai County Schools.

Statutory Authority:

1. YCESA is the statutory educational service agency for Yavapai County Schools. *See Ariz. Rev. Stat. § 15-301.*

2. YCESA and the District may enter into an intergovernmental agreement to (a) procure goods or services, (b) jointly exercise powers common to YCESA and the District, and (c) take joint or cooperative action. *See Ariz. Rev. Stat. § 11-952.*

3. YCESA and the District join together and by this Intergovernmental Agreement procure and provide services and take joint, cooperative action as follows.

Agreements:

YCESA and the District agree to jointly and cooperatively procure and provide services, exercise powers, and take concerted action in accordance with the terms and conditions of this Intergovernmental Agreement.

1. Purpose. The District retains YCESA to provide E-Rate Services consulting.

1.1 Universal Service Administrative Company's Schools and Library Program, commonly known as "E-Rate," provides discounts of up to 90% to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet access. YCESA assists school districts and individual schools to comply with applicable regulations and to obtain all available E-Rate Services at the lowest cost.

1.2 YCESA is the successor in interest to Educational Technology Associates L.L.C., the firm that previously provided these services to the District. The E-Rate Services provided by YCESA are intended to support and enhance student achievement by assisting and guiding the District to plan, procure, and implement essential technology assets.

2. YCESA's Scope of Services. Under this Intergovernmental Agreement, YCESA shall provide the following specific services to the District.

2.1 YCESA shall consult with and guide the District on the District's E-Rate application for FY 2012-13 (July 1, 2012 to June 30, 2013);

2.2 YCESA shall advise and train the District on the E-Rate process and share technical advice on related services and equipment;

2.3 With respect to E-Rate Services procurement, YCESA shall: (1) prepare bid documents and contract documents necessary to procure and contract for E-Rate Services; (2) assist the District in publishing the call for bids; (3) advise the District on compliance with federal and state procurement regulations; and (4) assist the District in scoring and evaluating all bids received.

2.4 YCESA shall assist the District in filing the following E-Rate forms: Form 470, 471, 472 (BEAR), 486, and any necessary extension letters, appeals, and/or other related forms.

2.5 YCESA shall guide the District through any Program Integrity Assurance (PIA) review of FCC forms filed by or on the District's behalf;

2.6 YCESA shall advise the District on reasonable means and methods to obtain the maximum E-rate discount allowed by governing rules and regulations;

2.7 YCESA shall advise the District on reasonable means and methods to reduce and minimize costs for both E-Rate eligible and ineligible services;

2.8 YCESA shall perform all other reasonable, customary, and lawful E-Rate tasks to assist the District during this Agreement's term; and

2.9 YCESA shall not accept any gratuity, gift, favor, service, or opportunity from any service provider.

3. Services not provided by YCESA. YCESA will not provide the following services:

3.1 YCESA will not select the final E-Rate vendor or advise the District which vendor to select;

3.2 YCESA will not sign, nor may the District authorize YCESA to sign, any E-Rate Forms.

4. District Responsibilities. The District shall provide all information reasonably requested by YCESA in a timely manner. The District shall designate a responsible, authorized person to: (1) serve as a point of contact for Universal Service Administrative Company's School and Libraries Division (SLD); (2) review and sign all E-Rate Forms; and (3) deal with YCESA on all matters relating to this Intergovernmental Agreement. The District shall fully comply with all E-Rate rules and regulations and all other applicable federal and state laws, including the obligation to certify the representations in and execute the Letter of Agency form attached and incorporated into this Agreement as **exhibit 1**. The District shall not accept any gratuity, gift, favor, service, or opportunity from any service provider.

5. Duration. This Intergovernmental Agreement's term is one year (FY 2012-13).

6. Consideration. The District shall pay YCESA for all services provided under this Intergovernmental Agreement within 30 days after YCESA invoices the District in the agreed amount.

7. Termination. The District may withdraw from this Intergovernmental Agreement on 30 days notice but no part of the consideration is refundable if YCESA has assisted the District to file the E-Rate Forms.

8. Alternative Dispute Resolution. YCESA and the District may submit any dispute among them arising out of or relating to this Intergovernmental Agreement to alternative dispute resolution if they mutually agree.

9. Indemnification. To the fullest extent permitted by law, YCESA and the District shall indemnify and hold harmless each other and their respective officers, directors, members, consultants, agents, and employees from and against all claims for bodily injury and property damage, including reasonable attorneys' fees, costs, and expenses that may arise from each party's performance of or failure to perform this Intergovernmental Agreement, but only to the extent caused by the negligent acts or omissions of the party, its agents, or employees.

10. Insurance. Throughout this Intergovernmental Agreement's term, the parties shall maintain the coverages in the limits of liability available to them through the Arizona School Risk Retention Trust.

11. Waivers of Subrogation.

11.1 YCESA and the District waive all rights against each other and any of their agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Intergovernmental Agreement or other applicable property insurance, except the rights

they have to proceeds of the insurance held by the District as fiduciary. A waiver of subrogation is effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.2 A loss insured under YCESA's or the District's property insurance must be adjusted by YCESA or the District as fiduciary and made payable to YCESA or the District as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause.

12. Miscellaneous Provisions.

12.1 Governing Law. This Intergovernmental Agreement's interpretation and performance are governed by Arizona law.

12.2 No Waiver. No action or failure to act by YCESA or the District constitutes a waiver of any right or duty under this Intergovernmental Agreement, nor does the action or failure to act constitute approval of or acquiescence in a breach of the Agreement, unless YCESA and the District memorialize the waiver or approval in writing and sign it.

12.3 Entire Agreement. This Intergovernmental Agreement represents the entire, integrated agreement between YCESA and the District. The Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. The Agreement may be amended only by written instrument signed by YCESA and the District.

12.4 Third Parties. Nothing contained in this Intergovernmental Agreement shall create a contractual relationship with or a cause of action in favor of a third party against YCESA or the District. This Agreement is not intended to benefit any third party.

12.5 Binding Effect. YCESA and the District each bind themselves and their respective successors, assigns, and legal representatives each to the other and to the other's successors, assigns, and legal representatives with respect to this Intergovernmental Agreement's covenants, terms, and conditions.

12.6 Notices. All notices under this Intergovernmental Agreement must be in writing and sent to the appropriate person. Notices will be deemed properly given if sent by (1) personal delivery, (2) facsimile transmission, (3) first-class United States mail, postage prepaid, or (4) certified U.S. mail, postage prepaid, return receipt requested, addressed as follows:

_____ District No. _____:

Attn: _____

Yavapai County Education Service Agency

By: _____

Name: _____

Title: _____

Each party may specify by notice to the others a different address for purposes of subsequent notices. Notice is effective on the date of actual receipt or three days after the date of mailing, whichever is earlier.

12.7 Compliance with Law. YCESA and the District shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Intergovernmental Agreement, including but not limited to environmental laws.

12.8 Severability. If any provision(s) of this Intergovernmental Agreement is/are invalid, illegal, or unenforceable for any reason, all other Agreement provisions shall nevertheless remain in full force and effect. If any provision(s) is/are inapplicable to any person or circumstance, the same provision(s) shall nevertheless remain applicable to all other persons and circumstances.

12.9 E-verify. As applicable, the parties shall comply with the e-verify requirements in Ariz. Rev. Stat. § 41-4401 and the Federal Immigration and Nationality Act.

12.10 Conflict of Interest. In accordance with Ariz. Rev. Stat. § 38-511, either party may cancel this agreement for a prohibited conflict of interest.

12.11 Scrutinized Business Operations. In accordance with Ariz. Rev. Stat. 35-391.06, 35-393.06, the parties represent and warrant that they do not have, and their contractors do not have, any scrutinized business operations in Sudan or Iran.

12.12 Counsel's Review and Approval. The District appoints the Yavapai County Attorney as its attorney for purposes of reviewing and approving this Intergovernmental Agreement. The District waives any and all conflicts of interest arising out of the Yavapai County Attorney's joint representation of the District and any other districts in reviewing and approving this agreement.

This Intergovernmental Agreement is effective on the date approved by the District's governing board.

Dated _____, 2012

District:

Approved as to form:

_____ School District No. ____:

Yavapai County Attorney

By: _____

Name: _____

Title: _____

Dated _____, 2012

YCESA:

Approved as to form:

Yavapai County Education Service Agency

Counsel for YCESA

By: _____

Name: _____

Title: _____

Exhibit 1

Letter of Agency

This confirms our participation with and representation by Yavapai County Education Service Agency ("YCESA") for procurement of affordable telecommunications and/or Internet access. I hereby authorize YCESA to submit FCC Form 470, FCC Form 471, and other E-rate forms to the Schools and Libraries Division of the Universal Service Administrative Company on our behalf.

I understand that, in submitting these forms on our behalf, YCESA is making certifications for us. By signing this Letter of Agency, I make the following certifications:

- (a) I certify that our school and all schools in our district are all schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.
- (b) I certify that our school and/or school district(s) has/have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the Billed Entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.
- (c) I certify that our school and/or school district(s) are covered by a technology plan(s) that is written, that covers all 12 months of the funding year, and that has been or will be approved by a state or other authorized body, or an SLD-certified technology plan approver, prior to the commencement of service. The plan(s) is written at the following level(s):
 - _____ an individual technology plan for using the services requested in this application; and/or
 - _____ higher-level technology plan(s) for using the services requested in this application; or
 - _____ no technology plan needed; applying for basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only.
- (d) I certify that the services the school, library or district purchases at discounts provided by 47 U.S.C. § 254 will be used solely for educational purposes and will

not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.500 (et seq.).

- (e) I certify that our school and/or school district(s) have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- (f) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- (g) I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.
- (h) I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.
- (i) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

- (j) I certify, on behalf of the entities covered by this Letter of Agency, that any funding requests for internal connections services, except basic maintenance services, applied for in the resulting FCC Form 471 application are not in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. § 54.506(c).
- (k) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.
- (l) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to YCESA for E-rate submission is true.

Entity Name _____ Signature _____

Date: _____ Name: _____

Title: _____

