CONSENT
Item 8C.

Student Activities Report

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8C
FROM:	Cynthia Windham, Finance Director	Reading
DATE:	July 9, 2013	Discuss
SUBJECT:	Student Activities – Board Report	Action
		Consent X

OBJECTIVE: Report to the Board

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. The report is presented for informational purposes only.

Approved for transmittal to the Governing Board:

Dr. Paul Stanton, Superintendent

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

Humboldt Unified School District No. 22

850 STUDENT ACTIVITIES BOARD REPORT

From Date: 7/1/2012 To Date: 7/31/2013

Fiscal Year: 2012-2013 ☐ Subtotal by Collapse Mask ☐ 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
850.100.1000.6000.110.1319	GENERIC EXPENSE	$16,613.19	$0.00	$0.00	$16,613.19	$0.00	$16,613.19	100.00%
850.100.1000.6610.110.1319	GENERAL SUPPLIES	$0.00	$488.95	$488.95	($488.95)	$0.00	($488.95)	0.00%
850.610.1000.6610.110.1319	GENERAL SUPPLIES	$0.00	$8,350.76	$8,350.76	($8,350.76)	$0.00	($8,350.76)	0.00%
850.610.2190.6340.110.1319	TECHNICAL SERVICES	$0.00	$137.00	$137.00	($137.00)	$0.00	($137.00)	0.00%
850.610.2220.6641.110.1319	LIBRARY BOOKS	$0.00	$1,785.08	$1,785.08	($1,785.08)	$0.00	($1,785.08)	0.00%
	COURSE: STUDENT COUNCIL - 1319	$16,613.19	$10,761.79	$10,761.79	$5,851.40	$0.00	$5,851.40	35.22%
	UNIT: LVES - 110	$16,613.19	$10,761.79	$10,761.79	$5,851.40	$0.00	$5,851.40	35.22%
850.100.1000.6000.120.1319	GENERIC EXPENSE	$3,968.61	$0.00	$0.00	$3,968.61	$0.00	$3,968.61	100.00%
850.400.2710.6510.120.1319	STUDENT TRANS SVS	$0.00	$297.99	$297.99	($297.99)	$0.00	($297.99)	0.00%
850.610.1000.6610.120.1319	GENERAL SUPPLIES	$0.00	$1,510.22	$1,510.22	($1,510.22)	$0.00	($1,510.22)	0.00%
850.610.1000.6810.120.1319	DUES AND FEES	$0.00	$244.00	$244.00	($244.00)	$0.00	($244.00)	0.00%
850.610.1000.6890.120.1319	MISC EXPENDITURES	$0.00	$1,001.07	$1,001.07	($1,001.07)	$0.00	($1,001.07)	0.00%
	COURSE: STUDENT COUNCIL - 1319	$3,968.61	$3,053.28	$3,053.28	$915.33	$0.00	$915.33	23.06%
850.100.1000.6000.120.1362	GENERIC EXPENSE	$2,123.36	$0.00	$0.00	$2,123.36	$0.00	$2,123.36	100.00%
850.610.1000.6610.120.1362	GENERAL SUPPLIES	$0.00	$561.77	$561.77	($561.77)	$0.00	($561.77)	0.00%
850.610.1000.6810.120.1362	DUES AND FEES	$0.00	$85.00	$85.00	($85.00)	$0.00	($85.00)	0.00%
850.610.1000.6890.120.1362	MISC EXPENDITURES	$0.00	$535.00	$535.00	($535.00)	$0.00	($535.00)	0.00%
	COURSE: NATIONAL HONOR SOCIETY - 1362	$2,123.36	$1,181.77	$1,181.77	$941.59	$0.00	$941.59	44.34%
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%
	UNIT: BMMS - 120	$6,338.51	$4,235.05	$4,235.05	$2,103.46	$0.00	$2,103.46	33.19%
850.100.1000.6000.125.1319	GENERIC EXPENSE	$17,391.41	$0.00	$0.00	$17,391.41	$0.00	$17,391.41	100.00%
850.100.1000.6610.125.1319	GENERAL SUPPLIES	$0.00	$172.23	$172.23	($172.23)	$0.00	($172.23)	0.00%
850.400.2710.6510.125.1319	STUDENT TRANS SVS	$0.00	$889.73	$889.73	($889.73)	$0.00	($889.73)	0.00%
850.610.1000.6610.125.1319	GENERAL SUPPLIES	$0.00	$4,503.04	$4,503.04	($4,503.04)	$0.00	($4,503.04)	0.00%
850.610.1000.6811.125.1319	REFUND FEES	$0.00	$41.50	$41.50	($41.50)	$0.00	($41.50)	0.00%
850.610.1000.6890.125.1319	MISC EXPENDITURES	$0.00	$5,292.32	$5,292.32	($5,292.32)	$0.00	($5,292.32)	0.00%
	COURSE: STUDENT COUNCIL - 1319	$17,391.41	$10,898.82	$10,898.82	$6,492.59	$0.00	$6,492.59	37.33%
850.100.1000.6000.125.1362	GENERIC EXPENSE	$497.06	$0.00	$0.00	$497.06	$0.00	$497.06	100.00%
850.400.2710.6510.125.1362	STUDENT TRANS SVS	$0.00	$104.67	$104.67	($104.67)	$0.00	($104.67)	0.00%
850.610.1000.6810.125.1362	DUES AND FEES	$0.00	$170.00	$170.00	($170.00)	$0.00	($170.00)	0.00%
	COURSE: NATIONAL HONOR SOCIETY - 1362	$497.06	$274.67	$274.67	$222.39	$0.00	$222.39	44.74%
	UNIT: GHMS - 125	$17,888.47	$11,173.49	$11,173.49	$6,714.98	$0.00	$6,714.98	37.54%
850.100.1000.6000.131.1319	GENERIC EXPENSE	$2,769.35	$0.00	$0.00	$2,769.35	$0.00	$2,769.35	100.00%
850.100.1000.6610.131.1319	GENERAL SUPPLIES	$0.00	$467.03	$467.03	($467.03)	$0.00	($467.03)	0.00%
850.400.2710.6510.131.1319	STUDENT TRANS SVS	$0.00	$340.11	$340.11	($340.11)	$0.00	($340.11)	0.00%
850.610.1000.6610.131.1319	GENERAL SUPPLIES	$0.00	$272.00	$272.00	($272.00)	$0.00	($272.00)	0.00%
850.610.1000.6890.131.1319	MISC EXPENDITURES	$0.00	$700.00	$700.00	($700.00)	$0.00	($700.00)	0.00%
	COURSE: STUDENT COUNCIL - 1319	$2,769.35	$1,779.14	$1,779.14	$990.21	$0.00	$990.21	35.76%
	UNIT: HES - 131	$2,769.35	$1,779.14	$1,779.14	$990.21	$0.00	$990.21	35.76%
850.100.1000.6000.132.1319	GENERIC EXPENSE	$2,447.04	$0.00	$0.00	$2,447.04	$0.00	$2,447.04	100.00%
850.610.1000.6890.132.1319	MISC EXPENDITURES	$0.00	$524.42	$524.42	($524.42)	$0.00	($524.42)	0.00%

850 STUDENT ACTIVITIES BOARD REPORT

From Date: 7/1/2012 To Date: 7/31/2013

Fiscal Year: 2012-2013 ☐ Subtotal by Collapse Mask ☐ 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: STUDENT COUNCIL - 1319	$2,447.04	$524.42	$524.42	$1,922.62	$0.00	$1,922.62	78.57%
	UNIT: MVES - 132	$2,447.04	$524.42	$524.42	$1,922.62	$0.00	$1,922.62	78.57%
850.100.1000.6000.133.1319	GENERIC EXPENSE	$990.70	$0.00	$0.00	$990.70	$0.00	$990.70	100.00%
850.610.1000.6610.133.1319	GENERAL SUPPLIES	$0.00	$438.18	$438.18	($438.18)	$0.00	($438.18)	0.00%
	COURSE: STUDENT COUNCIL - 1319	$990.70	$438.18	$438.18	$552.52	$0.00	$552.52	55.77%
	UNIT: CSES - 133	$990.70	$438.18	$438.18	$552.52	$0.00	$552.52	55.77%
850.100.1000.6000.134.1319	GENERIC EXPENSE	$6,980.27	$0.00	$0.00	$6,980.27	$0.00	$6,980.27	100.00%
850.100.1000.6610.134.1319	GENERAL SUPPLIES	$0.00	$182.12	$182.12	($182.12)	$0.00	($182.12)	0.00%
850.100.2190.6610.134.1319	GENERAL SUPPLIES	$0.00	$198.80	$198.80	($198.80)	$0.00	($198.80)	0.00%
850.610.1000.6610.134.1319	GENERAL SUPPLIES	$0.00	$783.25	$783.25	($783.25)	$0.00	($783.25)	0.00%
850.610.2190.6890.134.1319	MISC EXPENDITURES	$0.00	$2,885.68	$2,885.68	($2,885.68)	$0.00	($2,885.68)	0.00%
	COURSE: STUDENT COUNCIL - 1319	$6,980.27	$4,049.85	$4,049.85	$2,930.42	$0.00	$2,930.42	41.98%
	UNIT: LTS - 134	$6,980.27	$4,049.85	$4,049.85	$2,930.42	$0.00	$2,930.42	41.98%
850.100.1000.6000.135.1319	GENERIC EXPENSE	$271.16	$0.00	$0.00	$271.16	$0.00	$271.16	100.00%
	COURSE: STUDENT COUNCIL - 1319	$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	$19,335.55	$0.00	$0.00	$19,335.55	$0.00	$19,335.55	100.00%
850.610.1000.6610.230.1316	GENERAL SUPPLIES	$0.00	$8,084.13	$8,084.13	($8,084.13)	$0.00	($8,084.13)	0.00%
850.610.1000.6810.230.1316	DUES AND FEES	$0.00	$4,576.00	$4,576.00	($4,576.00)	$0.00	($4,576.00)	0.00%
850.610.1000.6890.230.1316	MISC EXPENDITURES	$0.00	$2,240.00	$2,240.00	($2,240.00)	$0.00	($2,240.00)	0.00%
	COURSE: HOSA - 1316	$19,335.55	$14,900.13	$14,900.13	$4,435.42	$0.00	$4,435.42	22.94%
850.100.1000.6000.230.1319	GENERIC EXPENSE	$20,792.61	$0.00	$0.00	$20,792.61	$0.00	$20,792.61	100.00%
850.400.2710.6510.230.1319	STUDENT TRANS SVS	$0.00	$413.97	$413.97	($413.97)	$0.00	($413.97)	0.00%
850.610.1000.6151.230.1319	CLASSIFIED O.T. - DO NOT USE	$0.00	$135.36	$135.36	($135.36)	$0.00	($135.36)	0.00%
850.610.1000.6221.230.1319	SOC SEC - OASDI	$0.00	$8.39	$8.39	($8.39)	$0.00	($8.39)	0.00%
850.610.1000.6222.230.1319	MEDICARE-HOSP INS	$0.00	$1.96	$1.96	($1.96)	$0.00	($1.96)	0.00%
850.610.1000.6231.230.1319	STATE RETIREMENT	$0.00	$14.75	$14.75	($14.75)	$0.00	($14.75)	0.00%
850.610.1000.6232.230.1319	LNG-TRM DISABILITY	$0.00	$0.33	$0.33	($0.33)	$0.00	($0.33)	0.00%
850.610.1000.6260.230.1319	WORKERS' COMP	$0.00	$2.53	$2.53	($2.53)	$0.00	($2.53)	0.00%
850.610.1000.6610.230.1319	GENERAL SUPPLIES	$0.00	$5,003.80	$5,003.80	($5,003.80)	$0.00	($5,003.80)	0.00%
850.610.1000.6810.230.1319	DUES AND FEES	$0.00	$1,230.00	$1,230.00	($1,230.00)	$0.00	($1,230.00)	0.00%
850.610.1000.6890.230.1319	MISC EXPENDITURES	$0.00	$1,760.00	$1,760.00	($1,760.00)	$0.00	($1,760.00)	0.00%
850.610.2190.6340.230.1319	TECHNICAL SERVICES	$0.00	$1,500.00	$1,500.00	($1,500.00)	$0.00	($1,500.00)	0.00%
850.610.2190.6890.230.1319	MISC EXPENDITURES	$0.00	$1,239.40	$1,239.40	($1,239.40)	$0.00	($1,239.40)	0.00%
850.610.2660.6340.230.1319	TECHNICAL SERVICES	$0.00	$360.00	$360.00	($360.00)	$0.00	($360.00)	0.00%
	COURSE: STUDENT COUNCIL - 1319	$20,792.61	$11,670.49	$11,670.49	$9,122.12	$0.00	$9,122.12	43.87%
850.100.1000.6000.230.1320	GENERIC EXPENSE	$163.29	$0.00	$0.00	$163.29	$0.00	$163.29	100.00%
	COURSE: UPWARD BOUND WARRIORS - 1320	$163.29	$0.00	$0.00	$163.29	$0.00	$163.29	100.00%
850.100.1000.6000.230.1361	GENERIC EXPENSE	$1,399.95	$0.00	$0.00	$1,399.95	$0.00	$1,399.95	100.00%
850.100.1000.6610.230.1361	GENERAL SUPPLIES	$0.00	$355.00	$355.00	($355.00)	$0.00	($355.00)	0.00%
850.100.1000.6890.230.1361	MISC EXPENDITURES	$0.00	$100.00	$100.00	($100.00)	$0.00	($100.00)	0.00%

850 STUDENT ACTIVITIES BOARD REPORT

From Date: 7/1/2012 To Date: 7/31/2013

Fiscal Year: 2012-2013 ☐ Subtotal by Collapse Mask ☐ 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	$1,399.95	$455.00	$455.00	$944.95	$0.00	$944.95	67.50%
850.100.1000.6000.230.1362	GENERIC EXPENSE	$2,331.44	$0.00	$0.00	$2,331.44	$0.00	$2,331.44	100.00%
850.610.1000.6610.230.1362	GENERAL SUPPLIES	$0.00	$1,231.21	$1,231.21	($1,231.21)	$0.00	($1,231.21)	0.00%
850.610.1000.6810.230.1362	DUES AND FEES	$0.00	$85.00	$85.00	($85.00)	$0.00	($85.00)	0.00%
850.610.1000.6890.230.1362	MISC EXPENDITURES	$0.00	$100.00	$100.00	($100.00)	$0.00	($100.00)	0.00%
	COURSE: NATIONAL HONOR SOCIETY - 1362	$2,331.44	$1,416.21	$1,416.21	$915.23	$0.00	$915.23	39.26%
850.100.1000.6000.230.1363	GENERIC EXPENSE	$351.86	$0.00	$0.00	$351.86	$0.00	$351.86	100.00%
	COURSE: ART - 1363	$351.86	$0.00	$0.00	$351.86	$0.00	$351.86	100.00%
850.100.1000.6000.230.1364	GENERIC EXPENSE	$3,268.85	$0.00	$0.00	$3,268.85	$0.00	$3,268.85	100.00%
850.610.1000.6610.230.1364	GENERAL SUPPLIES	$0.00	$2,886.04	$2,886.04	($2,886.04)	$0.00	($2,886.04)	0.00%
	COURSE: AVID - 1364	$3,268.85	$2,886.04	$2,886.04	$382.81	$0.00	$382.81	11.71%
850.100.1000.6000.230.1368	GENERIC EXPENSE	$2,901.90	$0.00	$0.00	$2,901.90	$0.00	$2,901.90	100.00%
850.100.1000.6890.230.1368	MISC EXPENDITURES	$0.00	$1,400.00	$1,400.00	($1,400.00)	$0.00	($1,400.00)	0.00%
850.610.1000.6610.230.1368	GENERAL SUPPLIES	$0.00	$194.94	$194.94	($194.94)	$0.00	($194.94)	0.00%
850.610.1000.6890.230.1368	MISC EXPENDITURES	$0.00	$285.00	$285.00	($285.00)	$0.00	($285.00)	0.00%
	COURSE: DECA - 1368	$2,901.90	$1,879.94	$1,879.94	$1,021.96	$0.00	$1,021.96	35.22%
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	$349.38	$0.00	$0.00	$349.38	$0.00	$349.38	100.00%
850.100.1000.6000.230.1375	GENERIC EXPENSE	$1,457.07	$0.00	$0.00	$1,457.07	$0.00	$1,457.07	100.00%
850.610.1000.6610.230.1375	GENERAL SUPPLIES	$0.00	$243.22	$243.22	($243.22)	$0.00	($243.22)	0.00%
	COURSE: INTERACT - 1375	$1,457.07	$243.22	$243.22	$1,213.85	$0.00	$1,213.85	83.31%
850.100.1000.6000.230.1377	GENERIC EXPENSE	$560.54	$0.00	$0.00	$560.54	$0.00	$560.54	100.00%
850.610.1000.6610.230.1377	GENERAL SUPPLIES	$0.00	$208.58	$208.58	($208.58)	$0.00	($208.58)	0.00%
850.610.1000.6890.230.1377	MISC EXPENDITURES	$0.00	$200.00	$200.00	($200.00)	$0.00	($200.00)	0.00%
	COURSE: S CLUB (SOROPTIMIST) - 1377	$560.54	$408.58	$408.58	$151.96	$0.00	$151.96	27.11%
850.100.1000.6000.230.1378	GENERIC EXPENSE	$33.48	$0.00	$0.00	$33.48	$0.00	$33.48	100.00%
	COURSE: FRENCH CLUB - 1378	$33.48	$0.00	$0.00	$33.48	$0.00	$33.48	100.00%
850.100.1000.6000.230.1398	GENERIC EXPENSE	$2,251.72	$0.00	$0.00	$2,251.72	$0.00	$2,251.72	100.00%
850.610.1000.6610.230.1398	GENERAL SUPPLIES	$0.00	$875.00	$875.00	($875.00)	$0.00	($875.00)	0.00%
850.610.1000.6810.230.1398	DUES AND FEES	$0.00	$240.00	$240.00	($240.00)	$0.00	($240.00)	0.00%
850.610.1000.6890.230.1398	MISC EXPENDITURES	$0.00	$900.00	$900.00	($900.00)	$0.00	($900.00)	0.00%
	COURSE: SKILLS CLUB - 1398	$2,251.72	$2,015.00	$2,015.00	$236.72	$0.00	$236.72	10.51%
850.100.1000.6000.230.1403	GENERIC EXPENSE	$2,708.00	$0.00	$0.00	$2,708.00	$0.00	$2,708.00	100.00%
850.610.1000.6610.230.1403	GENERAL SUPPLIES	$0.00	$1,682.62	$1,682.62	($1,682.62)	$0.00	($1,682.62)	0.00%
	COURSE: P.A.L.S. - 1403	$2,708.00	$1,682.62	$1,682.62	$1,025.38	$0.00	$1,025.38	37.86%
850.100.1000.6000.230.1405	GENERIC EXPENSE	$20.11	$0.00	$0.00	$20.11	$0.00	$20.11	100.00%
	COURSE: BASEBALL - 1405	$20.11	$0.00	$0.00	$20.11	$0.00	$20.11	100.00%
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	$215.67	$0.00	$0.00	$215.67	$0.00	$215.67	100.00%
850.100.1000.6000.230.1469	GENERIC EXPENSE	$202.06	$0.00	$0.00	$202.06	$0.00	$202.06	100.00%

850 STUDENT ACTIVITIES BOARD REPORT

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Fiscal Year: 2012-2013 ☐ Subtotal by Collapse Mask ☐ 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
850.610.1000.6610.230.1469	GENERAL SUPPLIES	$0.00	$49.37	$49.37	($49.37)	$0.00	($49.37)	0.00%
	COURSE: G.O.A.L.S. CLUB - 1469	$202.06	$49.37	$49.37	$152.69	$0.00	$152.69	75.57%
	UNIT: BMHS - 230	$58,343.48	$37,606.60	$37,606.60	$20,736.88	$0.00	$20,736.88	35.54%
	Grand Total:	$112,642.17	$70,568.52	$70,568.52	$42,073.65	$0.00	$42,073.65	37.35%

End of Report

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CONSENT
Item 8D.

Warrants

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item #	8D
FROM:	Cynthia Windham, Finance Director	Reading	
DATE:	July 09, 2013	Discuss	
SUBJECT:	Execution of Warrants Between Governing Board Meetings	Action	
		Consent	X
OBJECTIVE:	Housekeeping		

SUPPORTING DATA:

See attached form from Yavapai County Education Agency.

SUMMARY & RECOMMENDATION:

As part of routine new fiscal year start-up issues, the resolution authorizing the execution of warrants between governing board meetings must be signed. This resolution allows the Board to sign payroll and accounts payable vouchers between Board meetings with the understanding that the vouchers are to be ratified at the next meeting of the Governing Board.

It is recommended that the Governing Board approve the resolution.

Motion:
I move to approve the resolution authorizing the Board to sign payroll and accounts payable vouchers between Board meetings for fiscal year 2013-14.

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

For questions, please contact: Cynthia Windham, 759-4000

YAVAPAI COUNTY EDUCATION SERVICE AGENCY

The "First Choice" for Responsive Educational Services

Mr. Tim Carter
Yavapai County Superintendent
2970 Centerpointe East Drive
Prescott, AZ 86301
Phone 928-771-3326
Fax 928-771-3329
Email: tim.carter@yavapai.us

TO: Superintendents, School Administrators
Business Managers/ Bookkeepers

FROM: Shelly Williams
School Service Specialist

DATE: May 9, 2012

SUBJECT: Execution of Warrants Between Meetings

Attached is a copy of a form for authorizing the execution of warrants between board meetings. This form was designed by the Arizona School Boards Association and is enclosed for your convenience; however, you may wish to substitute your own form or letter. Please send a copy to our office if your district adopts this procedure.

Please call if you have any questions.

Enclosure

PAYMENT PROCEDURES
2013-14

RESOLUTION AUTHORIZING THE EXECUTION OF
WARRANTS BETWEEN BOARD MEETINGS

WHEREAS, A.R.S. 15-321 set forth the procedures for execution of warrants drawn on the District, and

WHEREAS, said statue provides that an order for salary or other expense may be signed between Board meetings if a resolution to that effect has been passed prior to the signing and that order is ratified by the Board at the next regular or special meeting of the Governing Board;

NOW, THEREFORE, BE IT RESOLVED, THAT SAID STATUTORY PROCEDURE BE, AND HEREIN IS, ORDERED FOR USE IN THE DISTRICT IN ACCORDANCE WITH THE PROVISIONS OF A.R.S. 15-321 (F).

This resolution was moved, seconded, and passed at a meeting of the _____ Governing Board on _____, 2013.

ATTEST:

_____
President

CONSENT
Item 8E.

Line Item Maintenance

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item #	8E
FROM:	Cynthia Windham, Finance Director	Reading	
DATE:	July 9, 2013	Discuss	
SUBJECT:	Authorization of line item level M&O expenditures in excess of budget, but within the total M&O budget	Action	
		Consent	X
OBJECTIVE:	Housekeeping		

SUPPORTING DATA:

See attached form from Yavapai County Education Agency.

SUMMARY & RECOMMENDATION:

As part of routine new fiscal year start-up issues, the enclosed resolution must be signed by the Humboldt Unified School District Governing Board. This resolution allows the District to exceed budget line items within the maintenance and operations budget, with the understanding that the District does not exceed the total Maintenance and Operations budget in total.

It is recommended that the Board approve the resolution.

Motion:
I move to approve the resolution to authorize excess expenditures within sub-sections of the Maintenance and Operations budget for fiscal year 2013-14, with the understanding that the Maintenance and Operations budget must not exceed the total amount adopted.

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

For questions, please contact: Cynthia Windham, 759-4000

YAVAPAI COUNTY EDUCATION SERVICE AGENCY

The "First Choice" for Responsive Educational Services

Mr. Tim Carter
Yavapai County Superintendent
2970 Centerpointe East Drive
Prescott, AZ 86301
Phone 928-771-3326
Fax 928-771-3329
Email: tim.carter@yavapai.us

DATE: May 9, 2012

TO: Superintendents, School Administrators,
Business Managers/Bookkeepers

FROM: Shelly Williams
School Service Specialist

SUBJECT: Exceed M & O Subsections

Our office is requesting that you have your Governing Board Members sign the attached form at a regular scheduled board meeting after July 1, 2013. Pursuant to A.R.S. 15-905G, this will allow us to process your 2013-14 vouchers without interruption when expenditures in a sub-section of the Maintenance and Operations fund exceed the designated amount on the budget. As stated on the form, we will carefully monitor expenditures so that the current adopted budget is not exceeded.

Please call if you have any questions.

Enclosure

2013-14

_____

School District Name and Number

In accordance with A.R.S. 15-905-G, the Governing Board of said school district, authorizes excess expenditures within sub-sections (Programs) 100, 200, 400, 600, 700, 800, and 900 of the Maintenance and Operation budget for fiscal year 2013-14. It is understood that even with these adjustments, the total Maintenance and Operation will not exceed the adopted budget limit.

Approval was granted at a meeting held on this date:_____

Governing Board

_____ _____

_____ _____

_____

CONSENT
Item 8F.

MOU
Highlands Center

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item #	8F
FROM:	Dr. Paul Stanton, Superintendent	Reading	
DATE:	July 9, 2013	Discuss	
SUBJECT:	Memorandum of Understanding (MOU) with the Highlands Center for Natural History for a Native Habitat Program at Lake Valley Elementary School (LVES)	Action	
		Consent	X

OBJECTIVE: Goal 1: Raise the Level of Student Achievement

SUPPORTING DATA:

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

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

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

The LVES MOU is the same as the MVES MOU. District legal counsel has reviewed the Highland's Center MOU.

SUMMARY & RECOMMENDATION:

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

Sample Motion:

I move to approve the Memorandum of Understanding between HUSD and the Highlands Center for Natural History for a Native Habitat Program at Lake Valley Elementary School for school years 2013-2016.

Approved for transmittal to the Governing Board: P. J. Stanton
Dr. Paul Stanton

Questions should be directed to: Principal Tusanne Cordes (759-4200) or Dr. Paul Stanton (759-4000)

THREE YEAR COST SHARE AGREEMENT BETWEEN LAKE VALLEY ELEMENTARY SCHOOL AND HIGHLANDS CENTER FOR NATURAL HISTORY

Introduction

This understanding is entered into by Lake Valley Elementary School, hereinafter referred to as "Lake Valley" and the Highlands Center for Natural History, hereinafter referred to as "Highlands Center", to accomplish mutually beneficial objectives related to developing an ongoing science education program. This partnership agreement includes planning and development of school-based curriculum and teacher workshops that integrate in-class learning with the use of the school's native plant habitat garden as well as yearly class visits for second and fourth graders to the Highlands Center's Lynx Creek site. The Lake Valley program will be drawing from and using materials from the Habitat Learning Programs initiated at Coyote Springs Elementary in Prescott Valley (Fall 2005 – Spring 2007), Territorial Elementary School in Chino Valley (Fall 2007 – Spring 2008), Miller Valley School in Prescott (Fall 2008-Spring 2010), Washington Traditional School in Prescott (Fall 2009-Spring 2011), Granville Elementary School in Prescott Valley (Fall 2011-Spring 2013), Lincoln Elementary School in Prescott (Fall 2012-Spring 2014), and Mountain View (Fall 2013-Spring 2015). A part-time Highlands Center educational staff person will be included in this project to take leadership and supply coordination for accomplishing established goals.

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

Lake Valley's mission is to create and maintain a safe and supportive environment where mutual respect, excellence in education and social development are promoted among parents, students, staff and administration. The school will encourage individuals of diverse needs and abilities to reach their highest potential through personal motivation and a professionally developed staff.

It is mutually agreed that:

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

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

Lake Valley will:

1. Establish a separate tax-credit account by September 1, 2013 from which expenses for part-time Highlands Center staff position and other program expenses related to this project will be paid.
2. Contribute to costs of materials over above what is provided by the Highlands Center for the infrastructure required to support Native Habitat Program instruction, through tax credit donations, grants, PTO funds, donations or other sources of funding. Infrastructure will include: science instruction materials (compasses, thermometers), gardening materials (rakes, shovels, gloves, seeds, potting soil), office supplies (binders, folders, clipboards), and landscape materials and services (plants, drip irrigation).
3. Help seek additional funding sources and sponsorships if needed.
4. Create a garden space of native plants to the Central Arizona Highlands designed for the purpose of outdoor hands-on instruction during the two year pilot (2014-2015 and 2015-2016 school years). The design, installation and maintenance will be done through the collaboration of school staff, students, parents and Highlands Center staff.
5. Agree to provide office space where the Highlands Center staff has access at the school site to a: desk, computer, printer, copying, laminating, and supplies.
6. Agree to provide storage space for garden tools and lesson materials accessible from the Native Habitat.
7. Provide administrative and teacher representation from every grade level at monthly preliminary planning meetings during the 2013-2014 school year and monthly check in meetings for the 2014-2016 school years.
8. Encourage faculty participation in curriculum development and learning opportunities, including participation by all teachers during the 2014-2016 school years.
9. Agree to maintain and sustain the Native Habitat program after this agreement ends in spring of 2016.

The Highlands Center will:

1. Encourage citizens to direct their tax credit contribution toward the Lake Valley Native Habitat Program. The Highlands Center anticipates $30,000 in tax credit contributions will be directed toward the Lake Valley Native Habitat to be used for Highlands Center staff and program expenses during the 2014-2016 school years. If donations from members and friends toward the program do not meet this amount, Highlands Center staff and the Lake Valley principal will meet to negotiate the scope of the program and changes will be detailed in a revised Cost Share Agreement. If money raised is over this amount Highlands Center staff and the Lake Valley principal will jointly determine the best allocation of the funds.

2. Assist Lake Valley by searching for additional funding opportunities to assist with the construction and curriculum materials of the native habitat.
3. Participate in monthly preliminary planning meetings during the 2013-14 school year, and monthly check in meetings for the 2014-2015 and 2015-2016 school years.
4. Provide a part-time staff position to manage this project. This staff person will begin consulting directly with Lake Valley on August 1, 2013. Beginning in August 2014 the staff person will be on-site at the school as a half-time instructor. Duties will include materials setup, lesson implementation and training of all staff and teachers on the infrastructure of the Native Habitat Curriculum for the 2014-2015 and 2015-2016 school years. .
5. This instrument in no way restricts the Highlands Center from participating in similar activities with other public or private schools.
6. Ensure that it is understood that the Habitat Director and any other Highlands Center staff that will be at Lake Valley is not an employee of Lake Valley and will abide by all Humboldt Unified District policies and procedures and require a level three finger print clearance card.

Payment Structure

Tax credit monies secured specifically for the Lake Valley Native Habitat during the 2013-2016 school years will be deposited within the Humboldt Unified School District in an account specified as Lake Valley Native Habitat from which funds will be dispersed upon receipt of invoices to the Highlands Center for personnel expenses of the shared part-time employee.

The funds will be dispersed in the following manner: Beginning in August 2014, The Highlands Center will send Lake Valley a monthly invoice for the agreed upon amount (based upon the success of fundraising efforts) to support the part-time staff person. Payments for each school year will be billed over 10 equalize payments. Lake Valley will send payment to the Highlands Center within 30 days of receiving the invoice. If the bill is not paid within 30 days from the date printed on the invoice, all services from the Highlands Center will be suspended until payment is received.

This agreement is initiated on the date signed below and expires on June 30, 2016. The terms of the partnership will be reviewed annually and can be modified with the consent of both parties. At the completion of the agreement Lake Valley will have fully implemented the Native Habitat Curriculum and Highland Center Staff will no longer be regularly on campus.

The principal contacts for this agreement are:

Dr. Paul Stanton Superintendent Humboldt Unified School District 6411 N. Robert Rd Prescott Valley, AZ 86314	Tusanne Cordes Principal Lake Valley 3900 Starlight Drive Prescott Valley, AZ 86314	Dave Irvine Executive Director Highlands Center 1375 S. Walker Rd. Prescott, AZ 86303

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

_____ _____

Dr. Paul Stanton, Superintendent
Humboldt Unified School District

Date

_____ _____

Tusanne Cordes, Principal
Lake Valley Elementary School

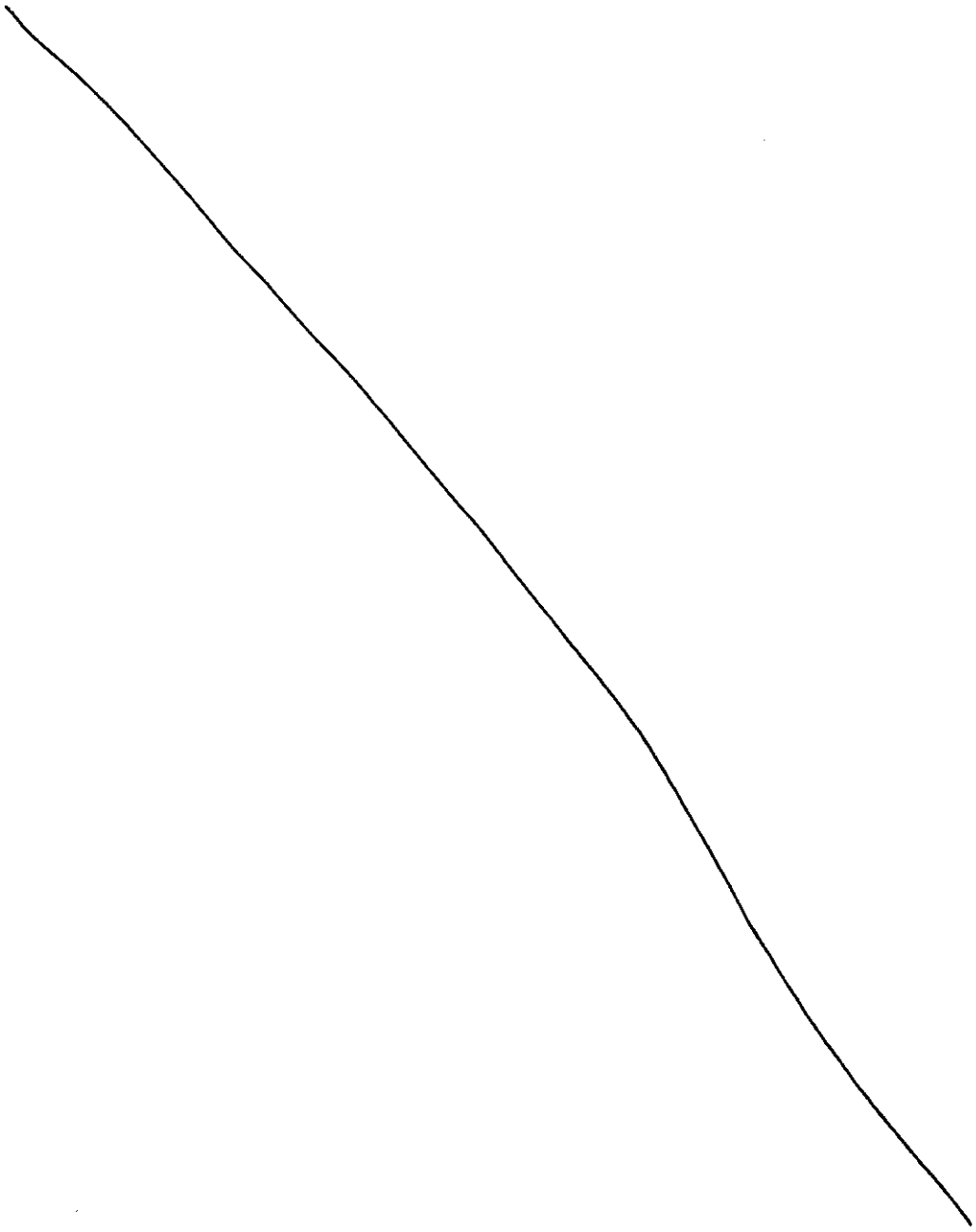
Date

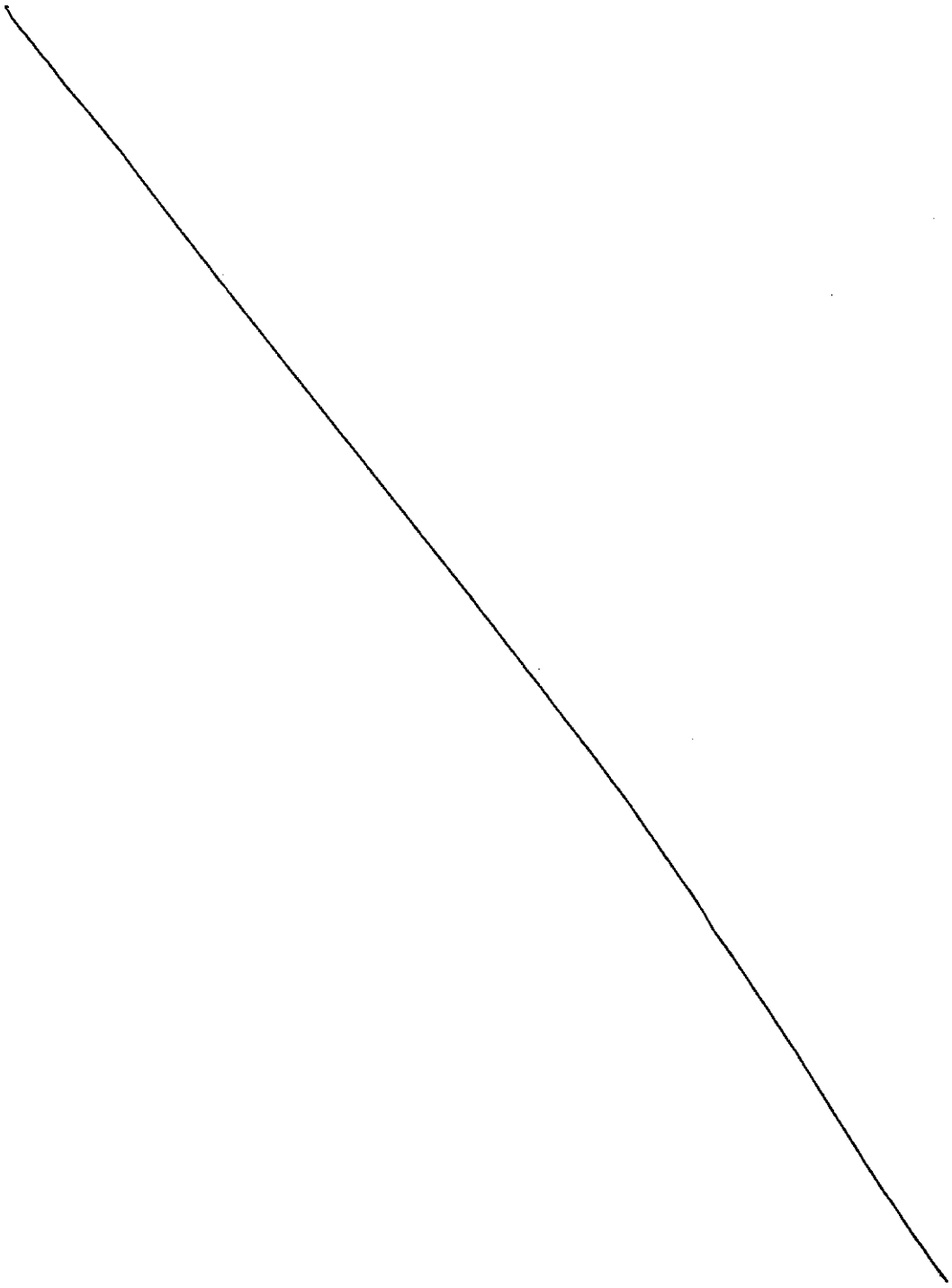
_____ _____

Dave Irvine, Executive Director
Highlands Center for Natural History

Date

Rev. 4-11-2013





CONSENT
Item 8G.

AVID Agreement

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8G
FROM:	Danny Brown, Director of Federal Programs and School Improvement	Reading
DATE:	July 9, 2013	Discuss
SUBJECT:	Request for renewal of the Advancement VIA Individual Determination (AVID) contract	Action
		Consent X
OBJECTIVE:	Goal #2 – Focus on planning for future student needs	

SUPPORTING DATA:

Bradshaw Mountain High School implemented the AVID the program in 2007 and the middle schools soon after that. AVID is a national program with an impressive record of accomplishment of increasing the levels of academic rigor for middle and high school students. It is driven by the WICR method, which means **W**riting, **I**nquiry, **C**ollaboration, and **R**eading, and has been successfully used by teachers at the high school and the middle schools.

SUMMARY & RECOMMENDATION:

The District has contracted with AVID since 2007-2008. It is the recommendation of administration that the Board renew the contract for the 2013-14 school year for Bradshaw Mountain High School, Bradshaw Mountain Middle School, and Glassford Hill Middle School.

Sample Motion:
I move to approve renewal of the AVID contract for Bradshaw Mountain High School, Bradshaw Mountain Middle School, and Glassford Hill Middle School for the 2013-2014 school year.

Approved for transmittal to the Governing Board: Paul W Stanton
Dr. Paul Stanton

Questions should be directed to:
Danny Brown, Director of Federal Programs and School Improvement (759-4000)

AVID® IMPLEMENTATION AGREEMENT

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

Article I. AVID Membership Benefits

1.1 AVID Mission and Purpose:

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

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

1.2 AVID Membership:

"AVID Members" or "AVID Member School Sites" are those School Sites listed in Attachment A as implementing one or more AVID programs—Elementary and/or Secondary—and with a Site Status of either "New" or "Existing". Annual membership runs concurrently with the Term of this Agreement. Sites listed in Attachment A as "planning" are not considered AVID Members and are not eligible for membership.

1.3 AVID College Readiness System and Materials:

School System is entitled to implement the applicable AVID program(s) only at the AVID Member School Sites listed in Attachment A, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member School Sites' AVID College Readiness System pursuant to the provisions of this Agreement.

Sections with "Secondary" or "District Director" in the header title herein will only apply if Secondary is listed in any AVID Member School Site's Program Name on Attachment A. Sections with "Elementary" or "Elementary Liaison" in the header title herein will only apply if Elementary is listed in any AVID Member School Site's Program Name on Attachment A.

1.4 AVID Center Support for Secondary:

AVID Center agrees to provide support to School System for its Secondary AVID Member School Sites through the District Director and in conjunction with AVID Center's national and/or divisional offices. Membership for School System and Member School Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:

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

1.4a AVID Center Support for AVID Elementary:

AVID Center agrees to provide support to School System for its Elementary AVID Member School Sites through the Elementary Liaison and in conjunction with AVID Center national and/or divisional offices. AVID Elementary support includes:

- access to training for the AVID Elementary site team(s) through AVID Summer Institute;
- access to training for the AVID Elementary Liaison at AVID Summer Institute and through the two-year AVID Elementary Leadership Training;
- coaching and implementation guidance during coaching visits;
- AVID Center technical assistance for the Elementary Liaison;
- coordination with School System's Elementary Liaison to collect, report, and analyze data from Member School Sites;
- permission to use the AVID Trademarks as described in Section 4.2 below;
- Elementary AVID Weekly membership, an AVID yearbook, and ACCESS academic journals for each Member School Site listed in Attachment A as implementing the Elementary program; and
- assistance in disseminating information about AVID to potential new AVID Elementary sites within School System.

1.5 AVID Reports:

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

1.6 AVID Summer Institute:

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

1.7 Licensing Benefits:

Membership includes a license to use the AVID Trademarks to promote the Member School Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Agreement. Licensing runs concurrently with the Term of this Agreement.

1.8 Annual Membership/License Fee:

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

Article II. School System Responsibilities

2.1 AVID Secondary Methodology:

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

2.1a AVID Elementary Methodology:

AVID Elementary classrooms will embed the AVID Methodologies across the curriculum and school day as designated in the implementation resources. School System will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center.

2.2 AVID Secondary Student Selection:

School System agrees to select students for AVID in accordance with the selection criteria established in the AVID Eleven Essentials. AVID Eleven Essentials may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the School System and its AVID Member School Sites via the MyAVID portal.

2.2a AVID Elementary Student Selection:

AVID Elementary serves all students of the AVID Member School Sites listed on Attachment A as implementing the Elementary program and does not require a student selection process.

2.3 AVID Secondary Qualified Staff:

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

2.3a AVID Elementary Qualified Staff:

School System agrees to maintain, at its expense, at least one Elementary Liaison. AVID Center recommends that the School System maintains one Elementary Liaison for every 10-15 AVID Member School Sites implementing the AVID Elementary program. The Elementary Liaison will receive training at an AVID Summer Institute and will enroll in and complete the two year AVID Elementary Leadership Training. School System also agrees to pay the AVID Elementary Leadership training, materials, and support cost ("Elementary Liaison Professional Learning Services Price") set forth in Attachment A. AVID Elementary Liaison responsibilities are listed in Article III below and include providing AVID Member School Sites implementing the AVID Elementary program with on-site support, articulation and data collection as it relates to AVID Elementary.

2.4 AVID Secondary Staff Training:

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

A. AVID Summer Institute: School System agrees to ensure that each secondary site in their initial year of implementing AVID and listed as "new" on Attachment A send a team of eight (8) members to an AVID Summer Institute. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member School Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member School Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID District Director may attend at no additional cost and shall not be included in the minimum number of participants required per site team.

The AVID Summer Institute has three different registration rates--"Early Bird," "Regular," and "Late." All rates can be found online at www.avid.org. If School System signs and returns this Agreement on or after May 2, 2013, the Regular Registration rate will apply to each participant listed on Attachment A. School System understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

B. School System Professional Learning: School System agrees to conduct AVID professional learning for AVID Member School Sites in the School System based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in the AVID District Leadership training materials, and on the content areas related to educational reform initiatives in public schools in School System's state.

2.4a AVID Elementary Staff Training:

School System agrees to provide at its expense, ongoing training for all AVID Elementary administrators, classroom teachers and support staff through AVID Summer Institute teams.

A. AVID Summer Institute: All AVID Member School Sites in Year 1 or Year 2 of implementing the AVID Elementary program will send a minimum of four (4) members to an AVID Summer Institute. The AVID Elementary site team will include a site administrator and lead teachers. The AVID Elementary Liaison may attend at no additional cost and shall not be included in the minimum number of participants required per site team.

The AVID Summer Institute has three different registration rates, "Early Bird," "Regular," and "Late." All rates can be found online at www.avid.org. If School System signs and returns this Agreement on or after May 2, 2013, the Regular Registration rate will apply to each participant listed on Attachment A. School System understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

B. AVID Elementary Coaching Package: School Systems that have AVID Member School Sites in Year 1 and/or Year 2 of implementation of the AVID Elementary program will be required to schedule an AVID Elementary Coaching Package. This package of two (2) consecutive on-site days allows for individualized coaching to address unique needs of each district and Elementary Liaison. AVID Center will work with the Elementary Liaison to schedule the days. The School System may request additional days at the rate of $1,800.00 per day.

2.5 Data Collection:

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

2.6 AVID Curriculum Library:

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

2.6a Curriculum Library, Secondary:

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

2.6b Curriculum Library, Elementary:

School System agrees to purchase at least one (1) complete AVID Elementary Implementation Library for each AVID Member School Site implementing the Elementary program and listed as "new" in Attachment A prior to each AVID Member School site's initial implementation of AVID. Curriculum Library prices are set forth in Attachment A. School System shall be entitled to use AVID Elementary Implementation Libraries only at the AVID Member School Sites listed in Attachment A with the Program Name including Elementary and for which the materials were originally purchased. AVID Elementary Implementation Libraries are non-transferable. School System and its AVID Member School Sites agree to ensure that each AVID classroom has adequate AVID materials. The use of the Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of Article IV below.

2.6c Curriculum Shipment(s):

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

Article III. AVID District Director (Secondary) and/or Elementary Liaison

3.1 Role of the AVID District Director (Secondary):

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

3.1a Role of the AVID Elementary Liaison:

In order to implement quality grade level effectiveness and to build strong AVID Feeder Patterns, AVID Center coordinates training and networking of district leaders known as Elementary Liaisons. The primary role of the Elementary Liaison is to coordinate support and provide articulation opportunities for AVID Elementary sites. These individuals accept responsibility for ensuring the implementation of AVID Elementary key components according to the AVID Elementary Essentials and for facilitating the development of AVID Feeder Patterns and site conditions that ensure effective elementary implementation. Elementary Liaisons attend four (4) sequential AVID Elementary Leadership trainings throughout a two-year period. Trainings consist of AVID Methodologies, understanding the role and responsibilities of the Elementary Liaison, and learning about AVID's online resources, data collection, certification, and continued professional learning. Elementary Liaisons attend the Elementary Administrator and/or Elementary Liaison Strands at AVID Summer Institute with their teams and help develop the feeder patterns vision and plan for quality implementation. The Elementary Liaison attends and supports ongoing professional learning through AVID Coaching Packages.

3.2 Time Allocation for the AVID District Director:

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

3.2a Time Allocation for the AVID Elementary Liaison:

The ability of the Elementary Liaison to plan and conduct AVID activities is impacted by what proportion of the Elementary Liaison's job responsibilities is designated for AVID. Should School System have five (5) or more AVID Member School Sites, AVID Center recommends that a substantial portion of the Elementary Liaison's time be allocated to AVID Elementary oversight. AVID Center recommends that full-time allocation or multiple AVID Elementary Liaisons be considered for rural districts with ten (10) or more AVID Elementary Sites and for urban or suburban districts with twenty (20) or more AVID Elementary Sites.

3.3 Secondary Professional Learning:

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

3.3a Elementary Professional Learning:

The Elementary Liaison coordinates feeder pattern articulation meetings (with administrators, teachers, and support staff), site support, and participates in the AVID Summer Institute(s) according to the elementary training cycle.

3.4 Secondary Technical Support to Sites:

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

3.4a Elementary Technical Support to Sites:

The Elementary Liaison visits sites, observes classrooms, coaches administration, teachers and support staff to facilitate progress toward goals identified, and to promote institutionalization of AVID Elementary Essentials. The Elementary Liaison attends AVID Elementary Leadership Training and provides ongoing professional learning for all AVID Elementary sites.

3.5 Data Collection and Research:

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

3.6 Building a Structure of Support:

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

3.7 Outreach:

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

3.8 Secondary Partnerships with Postsecondary Institutions:

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

3.9 Secondary Special Events:

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

3.9a Elementary Special Events:

The Elementary Liaison facilitates AVID elementary events (e.g. end of year recognition events, transition events and feeder pattern articulation meetings).

3.10 Partnership with AVID Center:

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

3.11 AVID District Leadership Training for District Directors (Secondary):

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

A. AVID provides AVID District Leadership (ADL) Training as part of the District Director Professional Learning Services fee. ADL training is for district level personnel responsible for start-up and quality assurance of the AVID Secondary program as described above and takes place over two years. ADL includes two small-group trainings per year which consist of AVID methodologies, understanding the role and responsibilities of the District Director; and learning about our online resources, data collection, certification, and continued professional learning.

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

The ADL Training Schedule is split into two years. Year 1 of training includes Summer Institute, Session 1, and Session 2. Time allocated for these trainings consists of three (3) days over the summer for Summer Institute and two and a half (2½) days for each session, one (1) in the fall and one (1) in the spring. Year 2 of training includes two (2) Summer Institutes, Session 3, and Session 4. Time allocated for these trainings consists of three (3) days over the summer between training years, and two and a half (2 ½) days for each session, one (1) in the fall and one (1) in the spring, followed by a final three (3) days over the summer.

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

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

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

3.11a AVID Elementary Leadership Training:

AVID Elementary Leadership Training Sessions are designed to prepare and support the Elementary Liaison. The four sessions are taken in sequential order over a two year period. The location of the trainings may vary (the School System should periodically check www.avid.org or contact the AVID Elementary team for listings).

A. AVID provides the following services to the district for start-up and quality assurance of the program: AVID Elementary Leadership Training is for the designated Elementary Liaison and takes place over two years. AVID Elementary Leadership Training includes two small-group trainings per year which consist of AVID methodologies, understanding the role and responsibilities of the Elementary Liaison, and learning about the AVID College Readiness System, as well as our online resources, data collection, certification, and professional learning opportunities.

The Elementary Liaison Professional Learning Services Fee is $9,000.00 per Liaison, payable over two years at $5,400.00 for the first year and $3,600.00 for the second year. The service fee does not include travel, meals, or any other expenses.

The Elementary Leadership Training Schedule is split into two years. Year 1 of training includes Summer Institute, Session 1, and Session 2. Time allocated for these trainings consist of three (3) days over the summer for Summer Institute and two and a half (2½) days for each session, one (1) in the fall and one (1) in the spring. Year 2 of training includes two (2) Summer Institutes, Session 3, and Session 4. Time allocated for these trainings consist of three (3) days over the summer between both training years, and two and a half (2 ½) days for each session, one (1) in the fall and one (1) in the spring, followed by a final three (3) days over the summer.

B. Summer Institute - The Elementary Liaison is required to attend Summer Institute with new implementing elementary sites. The Elementary Liaison attends Summer Institute as part of their ongoing training; therefore, the Summer Institute registration fee for the Elementary Liaison is included in the total Elementary Liaison Professional Learning Services Price.

C. Materials –the Elementary Liaison will be provided with an Elementary Implementation Library set at about the same time the site(s) will get their order per the signed Agreement.

D. AVID National, Divisional, State Office Support – AVID Center will provide support from our national office, divisional offices, state offices, and/or independent consultants. This support will consist of phone calls, emails, and visits at the discretion of AVID Center.

Article IV. Licenses and Proprietary Rights

4.1 Copyright License:

Subject to School System's performance of all the provisions of this Agreement, AVID Center hereby grants to School System during the Term a non-exclusive, non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and the AVID Methodologies solely to implement AVID at the Member School Sites as listed in Attachment A, and for no other purpose. For each Member School Site listed in Attachment A, this license extends only to the AVID Materials and AVID Methodologies corresponding to the AVID Program Name(s) (e.g. Elementary, Secondary, etc.) listed for that AVID Member School Site.

A. School System may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member School Sites listed in Attachment A, for the sole purpose of implementing the specified AVID Programs at the AVID Member School Sites and for no other purpose. School System will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member School Sites.

B. Further, School System will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID Program(s) listed for each AVID Member School Site in Attachment A. (For example, if Attachment A specifies both the Elementary and Secondary AVID Programs at ABC School Site, but only specifies the Elementary AVID Program at XYZ School Site, School System will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the Secondary AVID Program Materials and Methodologies to XYZ School Site).

C. School System and its individual school sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member School Sites without AVID Center's prior written consent.

D. Should School System wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member School Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member School Sites are allowed access to the website.

E. Should School System wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member School Sites, it will ensure that only appropriate staff and students of the AVID Member School Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member School Sites before downloading those materials.

F. School System and its individual school sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. School System also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

G. School System and its individual school sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

4.2 Trademark License:

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

4.3 Rights Reserved:

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

4.4 Proprietary Rights:

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

4.5 Enforcement:

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

4.6 Proprietary Notices:

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

4.7 Infringement:

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

4.8 Compliance with Laws:

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

Article V. Quality Control Procedures

5.1 Quality Standards:

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

5.2 Annual Certification:

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

5.3 AVID Quality Assurances:

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

Article VI. Period of Agreement

6.1 Term:

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

6.2 Cessation of the AVID College Readiness System:

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

Article VII. Compensation

7.1 Agreement and Purchase Order:

School System must include, along with this signed Agreement, a fully and completely executed Purchase Order for the entire Agreement as detailed on Attachment A and any other applicable and incorporated attachments. AVID Center will not fulfill any services or materials, including the shipment of any libraries without a fully executed Purchase Order and this signed Agreement. The terms and conditions of this Agreement shall control for all Purchase Orders issued pursuant to this Agreement; no terms and conditions on Purchase Orders will apply to this Agreement.

7.2 Fulfillment, Invoicing, Payment Terms:

AVID Center will invoice School System for the entire Agreement upon receiving this executed Agreement and the executed Purchase Order as detailed in Attachment A and any other applicable and incorporated attachments. School System hereby agrees to pay AVID Center for any and all fees detailed in Attachment A and any other applicable and incorporated attachments. The School System agrees to pay the total invoice amount which is due net 30 days from the date of the invoice. If School System requires any special invoicing other than as indicated above, School System MUST request so in writing at the time of execution of this Agreement.

7.3 Fulfillment, Invoicing, Payment Terms; If No Purchase Order Is Required by School System:

If the policy of the School System states that no Purchase Order is required for purchases or that this executed Agreement suffices as the School System's authorization for purchase, the School System must initial below representing and warranting to AVID Center that the School System is fully able to pay any and all fees as invoiced on Attachment A and any other applicable and incorporated attachments without an additional Purchase Order. AVID Center will invoice School System for the entire Agreement, as detailed on Attachment A and any other applicable and incorporated attachments, upon receiving this executed Agreement. The School System agrees to pay the total invoice amount which is due net 30 days from the date of the invoice. If School System requires any special invoicing other than as indicated above, School System MUST request so in writing at the time of execution of this Agreement.

_____ **INITIALS**

Article VIII. Status of Parties

8.1 Independent Contractors:

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

Article IX. Authority

9.1 AVID Center Warranty:

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

9.2 School System Warranty:

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

Article X. Termination

10.1 Termination for Cause:

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

10.2 Other Terminations:

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

10.3 Cessation of Use:

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

10.4 Cumulative Remedies:

All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 4.3, 4.4, 4.5, 4.6, 7.1, 7.2, 7.3 and all of the provisions of Articles X and XI shall survive the termination or expiration of this Agreement.

Article XI. General Provisions

11.1 Governing Law and Venue:

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

11.2 Entire Agreement:

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

11.3 Limitation of Liability:

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

11.4 Severability:

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

11.5 Attorney's Fees:

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

11.6 Assignment:

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

11.7 Notice:

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

11.8 Counterparts:

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

11.9 Waiver:

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

11.10 Facsimile and Electronic Signatures:

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

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

AVID Center, a California Non-Profit Corporation 501(c)(3)	Humboldt Unified School District AZ
Signature: AVID Center Authorized	Signature: Superintendent or Designee
Printed or Typed Name	Printed or Typed Name
Title	Title of Designee
Date	Date

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

AVID
Decades of College Dreams

Attachment A

AVID Implementation Pricing Schedule:

1. **School System:**

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

2. **Term of Agreement:** July 1, 2013 to July 1, 2014

3. **Agreement Processing and Billing Procedures:**

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

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

4. District Director:

AVID District Director (DD):	Dan Streeter
Title:	Human Resources Director
District Name:	Humboldt Unified School District
Business Address:	6411 N. Robert Road
City, State, Zip Code, Country:	Prescott Valley, AZ, 86314, USA
Telephone:	928-759-4006
E-mail:	daniel.streeter@humboldtunified.com

6. **Fee Schedule:**

# of Schools	AVID Secondary Membership/License Fee per School Site
1 to 9	$3,385.00
10 to 19	$3,095.00
20 to 29	$2,820.00
30 to 39	$2,155.00
40 to 59	$2,010.00
60 to 79	$2,010.00
80 to 99	$1,850.00
100 to 119	$1,850.00

Three (3) Secondary school(s) X $3,385.00 = $10,155.00

Total Membership Price = $10,155.00

7. **District Director Professional Learning Services:**

District Director(s)	ADL Training Status
Dan Streeter :	Completed ADL Training

Dan Streeter: No Charge

Total District Director Professional Learning Services Price = $0.00

TOTAL 2013-2014 IMPLEMENTATION PRICE

Contract signed and returned on or before May 1, 2013 **$10,155.00 Plus applicable taxes**

OR

Contract signed and returned between May 2, 2013 and late fee start date **$10,155.00 Plus applicable taxes**

CONSENT
Item 8H.

IGA – GPEMC

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8H
FROM:	Dr. Paul Stanton, Superintendent	Reading
DATE:	July 9, 2013	Discuss
SUBJECT:	Renewal of Intergovernmental Agreement with GPEMC (Greater Phoenix Educational Management Council) and HUSD	Action Consent X

OBJECTIVE: Goal 1 – Raising Student Achievement

SUPPORTING DATA:

The Greater Phoenix Educational Management Council (GPEMC) is a group of 35 member districts who meet regularly to work on common areas of need in education. Although this organization started as a Phoenix based group, it has expanded into other counties. The council has three divisions: Superintendents, Educational Services and Business Services. The activities these divisions work on include:

- Articulating and improving educational programs that have continuity from elementary through high school.
- Work cooperatively with other educational and governmental organizations, associations and agencies on plans that require participation in schools.
- Undertake cooperative programs in the area of local and non-local funded programs (federal, state, private) that can benefit member districts.
- Combine the expertise and efforts in all the districts to consider state and federal legislation of interest and concern to the school systems and plan cooperatively to meet the laws, rules and mandates resulting from this legislation.
- Upgrade the level of attainment of all students in all educational areas where commonality exists.
- Undertake cooperative programs for the purpose of providing cost effectiveness in joint programs for the member districts, in such areas as staff development, computer services, etc.

SUMMARY & RECOMMENDATION:

HUSD has been a member district since September, 2010.

There are no changes from the previous IGA.

Based on the needs of HUSD and the opportunities provided by GPEMC, it is recommended that the Board renew this five-year IGA at an annual cost of $4969.00

Sample Motion:

I move to renew the IGA between HUSD and GPEMC from July 1, 2013 through June 30, 2018.

Approved for transmittal to the Governing Board: _____

Dr. Paul Stanton

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

GREATER PHOENIX
EDUCATIONAL MANAGEMENT COUNCIL

3802 N. 91st. Ave.
Phoenix, AZ 85037
(623) 772-2214 Office; (623) 877-2591 Fax
dismith@pesd92.org www.GPEMC.org
Dianne Smith, Executive Director

INTERGOVERNMENTAL AGREEMENT

2013-2018

This agreement is entered into between the following school districts as a joint exercise of their powers pursuant to A.R.S. 11-951 et seq.:

Agua Fria Union HS District #216; Alhambra Elementary School District #68; Arlington Elementary District #47; Balsz Elementary School District #31; Buckeye Elementary School District #33; Buckeye Union High School District #201; Cartwright Elementary School District #83; Cave Creek Unified #93; Creighton Elementary School District #14; Coolidge Unified School District #21; Cottonwood-Oak Creek School District #6; Dysart Unified District #89; Fountain Hills Unified District #98; Fowler Elementary School District #45; Gila Bend Unified #24; Glendale Elementary District #40; Humboldt Unified District #22; Isaac School District #5; Kyrene Elementary District #28; Laveen Elementary District #59; Liberty Elementary School District #25; Littleton Elementary School District #65; Madison Elementary District #38; Mingus Union High School District #4; Murphy Elementary School District #21; Nadaburg Unified School District #81; Osborn Elementary School District #8; Palo Verde Elementary School District #49; Pendergast Elementary School District #92; Phoenix Elementary School District #1; Phoenix Union High School District #210; Riverside Elementary School District #2; Roosevelt Elementary School District #66; Saddle Mountain Unified School District #90; Tempe Union High School District #213; Tolleson Elementary District #17; Stanfield Elementary School District #24; Tolleson Union High School District #214; Toltec Elementary School District #22; Union Elementary School District #62; Wickenburg Unified School District #9; Wilson Elementary School District #7.

The aforementioned school districts are authorized to carry on all activities included in this agreement pursuant to A.R.S. §15-341 and A.R.S. §15-342.

This agreement shall remain in effect from July 1, 2013, through June 30, 2018 . A school district may be added at any time with approval of the Council or its Executive Director.

The purpose of this agreement is to provide educational management services, programs and activities to the participants in this agreement in a cost-effective and educationally sound manner.

The Greater Phoenix Educational Management Council will be governed by the Superintendents of the participating school districts. Each participating district shall be entitled to one vote, which vote may be cast by the Superintendent or designee. Other educational and government agencies may be represented at the meetings, but will not have voting rights.

The parties hereby agree to the following:

1. The Organization created by this agreement shall be known as the Greater Phoenix Educational Management Council (hereinafter referred to as the Council), and will be composed of the parties to this agreement as well as other school districts who may be added to this agreement with approval of the Council or its Executive Director.

2. Said Council will be responsible for the implementation of all authorized programs and activities in a manner consistent with this agreement.

3. The Council will plan and carry out the following kinds of activities in furtherance of its goal of improving educational programs offered by the participating school districts:

   a. Articulating and improving those educational programs that have continuity from elementary through high school.

   b. Working cooperatively with other educational and governmental organizations, associations and agencies on plans and developments that require participation of schools.

   c. Undertaking cooperative programs in the area of local and non-local funded programs (federal, state, private) that can benefit the member districts.

   d. Combining the expertise and efforts in all the districts to consider state and federal legislation of interest and concern to the school systems and plan cooperatively to meet the laws, rules and mandates resulting from this legislation.

   e. Upgrading the level of attainment of all students in all educational areas where commonality exists.

   f. Undertaking cooperative programs for the purpose of providing cost-effectiveness in joint programs for the member districts, in such areas as staff development, computer services, etc.

4. The Council will meet on a regular basis in accordance with a schedule to be determined by the Executive Director in coordination with the Chair of each Division. Written notice of all meetings will be sent to each district's representative at least one day in advance of the meeting. In case there is a need to change the time, date or place of the meeting, Superintendents will be notified. Special meetings may be called by the Chair of the Council.

5. The Council will elect a Chair and Vice-Chair at its May meeting to assume their duties on July 1. The Chair will be responsible for coordinating with the Executive Director meeting agendas, presiding at the council meetings, and establishing those committees that are needed to carry out the activities of the Council. The Vice-Chair will assume said duties in the absence of the Chair.

6. The Chair will be the presiding officer of the Council's Executive Committee whose membership will be elected by the Council when necessary.

7. A participating district may terminate membership in the Council by submitting a written notice to the Council at least ninety (90) days prior to the end of each Fiscal Year.

8. Property acquired solely for the purposes of this agreement shall be disposed of upon termination of the agreement as follows: any usable property remaining at the termination of this agreement that was acquired by the use of funds derived through this agreement and which was not otherwise assigned at the time of purchase by the Council will become the property of the participating districts and will be divided equitably by these districts at the direction of the Council, in accordance with any applicable federal or state laws or regulations. Any cash balances will be proportionately distributed among the current membership.

9. The Pendergast Elementary School District #92 (hereinafter called Fiscal Agent) agrees to be responsible for all accounting and audit functions required by this agreement, including the following duties and responsibilities:

   a. Establishing the appropriate fund (IGA) with the county treasurer;

   b. Preparation and distribution of normal customary monthly financial reports to the Executive Director of the Council;

   c. All payroll functions and activities, including maintenance of records of sick leave, vacation, and other fringe benefit entitlements and reimbursement of approved travel expenses;

   d. The Fiscal Agent shall administer all bidding and purchasing of supplies and equipment for the Council in conformity with all applicable statutes and regulations governing such activities;

   e. The Fiscal Agent's Governing Board shall approve the employment of all personnel needed to provide the services and activities of the Council. A negotiated salary and benefits package will be approved by the Superintendents and submitted to the Fiscal Agent for convenience only. Council personnel shall not be considered employees of the Fiscal Agent for purposes of Reduction in Force or mandatory employment of the Fiscal Agent.

   f. The Fiscal Agent will make all of its normal and customary services available to the Council, including but not limited to: printing, duplicating, technology services and warehouse purchasing;

   g. The Fiscal Agent will make available office space for the Executive Director and support help as approved by the Council. The Fiscal Agent will provide postage and receive reimbursement from the Council for the costs of such usage.

10. The Fiscal Agent continues for the duration of the Agreement unless a change is made by the Council or Fiscal Agent by giving written notice.

11. In exchange for the provision of services described in paragraph 9.a through 9.g, the Council will pay the Fiscal Agent an annual percentage of total expenditures of the budget, for each Fiscal Year less capital outlay as agreed to by the Council and Fiscal Agent.

12. The Council or its Executive Director will notify the Fiscal Agent of matters relating to budget and personnel approved by the Council.

13. It is understood by all parties to this agreement that decision-making authority with respect to the programs and activities of the Council is shared equally by all school districts that participate in this intergovernmental agreement and rests with the Council, subject to the duties and responsibilities of the Fiscal Agent as stated above.

14. The Council shall be responsible for approving, implementing, and evaluating all programs and activities undertaken by the Council; and for the hiring and termination of all employees required to carry out said programs and activities.

15. The Council shall approve a revenue and fee schedule for each Fiscal Year, which includes:
    a. A membership fee for each party to this agreement. The attached revenue and fee schedule is incorporated into this Agreement.

    b. A budget for each program based upon projected funding sources.

16. All membership fees are to be paid by each district on July 1 of each Fiscal Year.

17. This agreement will be authorized by resolution of the governing boards of each participating school district or their duly authorized agent.

18. The parties to this agreement acknowledge that they are aware that the Civil Division of the Maricopa County Attorney's Office (Civil Division) and/or private counsel for the district may be chosen as the attorney for other parties to this agreement, and the signing party acknowledges that it is aware of potential conflict of interest and it waives any claim on conflict of interest, which may arise by virtue of the Civil Division's or private attorney's representation of other parties to this agreement.

19. This agreement may be cancelled for conflict of interest pursuant to A.R.S. §38-511.

20. The parties agree to comply with all provisions of applicable federal, state, and local laws, ordinances, and regulations relating to non-discrimination, equal employment opportunity, and the Americans with Disabilities Act. The parties further agree to comply with Arizona Governor's Executive Order 2009-09 dated October 20, 2009 to the extent applicable, if any, to this Agreement

21. The parties warrant their compliance with all federal and state immigration laws (A.R.S. §41-4401 and 23-214) and regulations related to their employees and warrant verification of employment eligibility through E-Verify and that a breach of this warranty shall be deemed a material breach of this Agreement subjecting this agreement to termination.

22. Pursuant to A.R.S. §35-391.06 and 35-393.06, the parties warrant that they do not have and during the term hereof, will not have a scrutinized business operation in either Sudan or Iran.

23. This agreement shall be governed and construed in accordance with the laws of the State of Arizona.

GREATER PHOENIX EDUCATIONAL MANAGEMENT COUNCIL
3802 N. 91st. Ave. Phoenix, AZ 85037
(623) 772-2214 Office; (623) 877-2591 Fax
dismith@pesd92.org www.GPEMC.org
Dianne Smith, Executive Director

INTERGOVERNMENTAL AGREEMENT RESOLUTION
2013-2018

The Governing Board of the **HUMBOLDT UNIFIED SCHOOL DISTRICT #22** hereby authorizes an Intergovernmental Agreement entitled THE GREATER PHOENIX EDUCATIONAL MANAGEMENT COUNCIL for the purpose of providing educational management services, programs and activities to the participants in this agreement in a cost-effective and educationally sound manner as outlined in the agreement document.

This resolution was adopted by the Governing Board of

HUMBOLDT UNIFIED SCHOOL DISTRICT #22

on _____2013.

_____
Member of Governing Board

_____
Member of Governing Board

_____
Member of Governing Board

_____
Member of Governing Board

_____
Member of Governing Board

_____
Dr. Paul Stanton, Superintendent

CONSENT
Item 8I.

IGA – JTED

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8 I
FROM:	Dr. Paul Stanton, Superintendent	Reading
DATE:	July 9, 2013	Discuss
SUBJECT:	Renewal of Mountain Institute JTED Intergovernmental Agreement (IGA)	Action
		Consent X
OBJECTIVE:	Goal #2 – To focus on planning for future student needs	

SUPPORTING DATA:
The IGA has minimal changes from 2012-13. Additions to the IGA are indicated below:

C. Responsibilities.
(1) Responsibilities of JTED.

c. JTED will provide adequate notification of no less than six months' time, for all new programs being considered by JTED. JTED will provide satellite districts with program details that may include program description, scheduled times, location, high school and college credits, industry certifications, program cost analyses and program eligibility documents for each potential new JTED Program/Course by November 1 of each year.

New Programs

Aviation
Aviation Technology – MI Central Campus

Drafting and Design Technologies
Architectural Drafting – MI Central (Distance) Campus

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 fiscal year 2013-14.

The Deputy County Attorney has included the Waiver of Conflict resolution in the body of the IGA; 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 2013-14.

Sample Motion:
I move to approve renewal of the Intergovernmental Agreement between Humboldt Unified School District and Mountain Institute JTED for 2013-14.

Approved for transmittal to the Governing Board: _____
Dr. Paul Stanton

Questions should be directed to: Kort Miner (759-4100)

INTERGOVERNMENTAL AGREEMENT
by and between
Mountain Institute JTED
and
HUMBOLDT UNIFIED SCHOOL DISTRICT

This Intergovernmental Agreement ("Agreement") is entered into as of the 1st day of July, 2013, by and between the Mountain Institute Joint Technical Education District No. 02 of Yavapai County (hereinafter known as "JTED") and Humboldt Unified School District No. 22 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, 2013, 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 will provide adequate notification of no less than six months' time, for all new programs being considered by JTED. JTED will provide satellite districts with program details that may include program description, scheduled times, location, high school and college credits, industry certifications, program cost analyses and

program eligibility documents for each potential new JTED Program/Course by November 1 of each year.

d. 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.

e. 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).

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

g. 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.

h. 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.

I. JTED will provide information to Satellite District IEP teams to help determine whether a course is appropriate for a particular student and what accommodations may be needed.

(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 Section 504 information for any student enrolled in a JTED Program/Course at a JTED central location prior to enrollment of such student. Satellite District shall retain responsibility for implementation of the IEP or Section 504 accommodation plan, including provision of aides, assistive technology, or other specialized equipment as determined necessary by the IEP team.

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.

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	**HUMBOLDT UNIFIED SCHOOL DST**
Address: 3003 Centerpointe East Dr.	Address: 6411 N. Robert Road
Prescott, Arizona 86301	Prescott Valley, Arizona 86314
Fax: 928.771.0793.	Fax: 928.759-4020

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 _____, 2013 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:_____
Jeramy R. Plumb
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 _____, 2013, upon resolution of the Satellite District Governing Board, approving this Agreement and authorizing its Superintendent to sign below:

HUMBOLDT UNIFIED SCHOOL DISTRICT NO. 22

By:_____
Dr. Paul Stanton
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 Humboldt Unified School District Governing Board.

By: _____
Legal Counsel for the Humboldt Unified School District No. 22

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

Aviation

Aviation Technology – MI Central Campus

Bio-Technology Innovations

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
Architectural Drafting – MI Central (Distance) 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

Multi-Media Technology

Digital Media – 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

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

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)