

# **CONSENT**

## **Item 8C.**

# **Meeting Minutes**

HUMBOLDT UNIFIED SCHOOL DISTRICT #22  
Governing Board of Education  
Meeting Minutes  
Tuesday, June 11, 2013

A **regular** meeting of the Humboldt Unified School District Board of Education was held at the Transportation Training Facility on Tuesday, June 11, 2013, in Prescott Valley, Arizona.

**6:30 PM REGULAR SESSION**

**1. WELCOME AND CALL TO ORDER**

President Adler called the meeting to order at 6:30 p.m.

**2. PLEDGE OF ALLEGIANCE/FLAG CEREMONY**

President Adler led in the Pledge of Allegiance.

**3. ROLL CALL**

Present were members Richard Adler, Carm Staker, Brian Letendre, Suzie Roth, and Gary Hicks.

**4. AGENDA REVIEW/ACCEPT**

Items 8I and 11A were removed from the agenda.

**Carm Staker moved to approve the agenda as amended. Brian Letendre seconded and motion carried unanimously.**

**5. REPORTS**

**A. Board**

Carm Staker

- Attended a recent Prescott Valley Economic Development (PVEDF) Breakfast
- Attended high school graduation

Rich Adler

- Attended high school graduation noting that the ceremony was the highlight of the year; there is a large increase in college bound students and scholarships
- Reported that the ASBA Legislative Committee process has been revised; the Delegate Assembly will be held in September with the Law Conference

Gary Hicks

- Attended high school graduation; commented it was the best graduation ceremony he has ever seen

**B. Superintendent**

Dr. Stanton

- Attended high school graduation
- Attended the PVEDF Breakfast where he was a guest speaker
- Participated in curriculum and Common Core training
- Attended the ABEC Conference (Arizona Business and Education Coalition)
- Taped the HUSD Experience for June where the District's year-end successes were highlighted
- Attended the summer ASA Conference (Arizona School Administrators)

**6. CELEBRATING SUCCESSES**

**A. HUSD VIP – Kim Porter, Director of Transportation**

**1. Ellen Leyboldt – Administrative Secretary**

Ms. Porter shared many wonderful things about Ellen and the many years that she has served the District. Ms. Leyboldt received a standing ovation from the audience.

**B. HUSD Volunteer of the Month – Lisa Garnes, HUSD VISTA Volunteer Coordinator**

**1. Hungry Kids Program volunteers**

Many of the Hungry Kids Program volunteers were in attendance. Each volunteer received a certificate and small gift for their commitment to the program throughout the year.

**C. Recognition of 2012-13 Yavapai County Education Foundation Teachers of the Year for HUSD – Director of Human Relations Dan Streeter**

1. John Colgan (GHMS) - Outstanding First-Year Teacher
2. Laura Russo (BMMS) - Cross Grades Category

Ms. Russo attended the meeting and was congratulated by the Governing Board. The two winners were previously honored at a banquet hosted in May by the Yavapai County Education Foundation.

**D. Grant Award – Kristi Goeke, Teacher, Liberty Traditional School**

Ms. Goeke reported on her \$500 grant award from Yavapai County Education Foundation. Grant funds were used to purchase a laptop computer for her classroom to be used for Reading Counts tests and practice interventions from Galileo. As a result, her students showed a marked increase in reading.

**7. PUBLIC PARTICIPATION**

NONE

**8. CONSENT ITEMS**

This section included approval of items such as routine financial business, agreement and contract renewal, employee leave requests, and employee transfer requests and resignations. Documentation concerning the matters on the Consent Agenda may be reviewed at the District office. Suzie Roth read the gifts and donations.

**Brian Letendre moved to approve the consent agenda as previously amended. Carm Staker seconded and the motion carried unanimously.**

**9. DISCUSSION ITEMS (no action will be taken)**

**A. Educational Services Update regarding Common Core alignment**

Diana Green, Director of Educational Services, reported on the HUSD Curriculum Alignment Project that was held May 28-31. With the implementation of Common Core, many changes are being made kindergarten through twelfth grade. This four-day training was attended by over 70 HUSD teachers and reading coaches to address consistent curriculum across the District, aligned with Common Core State Standards (CCSS). The EQUIP (Educators Evaluating Quality Instructional Products) Rubric for Lessons and Units was utilized. The EQUIP Rubric includes: I) Alignment to the Depth of the Common Core State Standards; II) Key Shifts in the CCSS; III) Instructional Supports, and; IV) Assessment.

Teachers participating in the training were excited about the opportunity to collaborate with their colleagues. On early release days, representatives from each school will work with teachers who did not attend the training.

**B. Discussion and first reading of suggested revisions to Policy GCCH – Professional/Support Staff Bereavement Leave as recommended by the 2012-13 Meet and Confer Committee**

During the year, committee members brought forward a number of potential discussion topics. From the topics that were discussed at Meet & Confer, there were two specific recommendations approved by the members that require Governing Board consideration:

1. *To approve the 2013-2014 Certified Salary Schedule, 2013-2014 Nurse Salary Schedule, 2013-2014 OT/COTA/PT Salary Schedule, 2013-2014 Classified Pay Schedule, 2013-2014 Classified Position List, adjusted 2013-2014 Psychologist Salary Schedule and new 2013-2014 Speech Therapist Salary Schedule for the 2013-2014 school year as presented, with 2013-2014 contracts and work agreements issued with no base wage or step increases.*

At the April 23, 2013 meeting, the Governing Board approved all schedules as presented.

2. *It is requested that the Board revise Policy GCCH through a first and second reading of a revised Bereavement Leave Policy.*

The Humboldt Unified School District currently has a Bereavement Leave Policy, Policy GCCH which states that, "An employee may be granted, upon request to the Superintendent, up to five (5) days of leave per year,

*chargeable to sick leave...*" The committee would like to see a change in policy to reflect what several other districts have shifted to. This includes allowing a number of bereavement days to be used without charging them to an employee's sick leave.

Mr. Streeter consulted legal counsel and received approval to pursue the change. He also reported that had this policy been in place for fiscal year 2013-14, the cost to the District would have been approximately \$5,000.

Gary Hicks is not in favor of the change and feels that the current policy is sufficient. Rich Adler and Brian Letendre believe changing the policy would be the right thing to do; salaries have been frozen for six years and this is a nice benefit to extend to employees.

First Reading complete. A Second Reading and possible adoption will be included on a future meeting agenda.

## 10. ACTION

### A. Discussion and possible action regarding request for approval of sole source vendors for fiscal year 2013-14

Sole source vendors are vendors that the District has determined are the only source for procurement of certain items. These purchases typically fall into the following categories: utilities, Board approved curriculum materials (both textbooks and supplemental materials that support the curriculum); and service/maintenance agreements for operational software that the District currently owns. A list of recommended sole source vendors was included in the Board packet.

**Carm Staker moved to approve the sole source listing as presented which includes utilities, textbooks, instructional aides, and related software items for the FY 13-14 school year. Brian Letendre seconded and the motion carried unanimously.**

*Item 10B (Settlement Agreement) was moved to the end of the agenda.*

### C. Discussion and possible action regarding request for approval of an Athletic Trainer position

Director of Human Resources, Dan Streeter, reported that Bradshaw Mountain High School has contracted athletic training services with PEAK Performance since 2008. Due to reduction in staff, PEAK Performance, Canyon Physical Therapy, and Madsen Therapy are unable to offer this service.

Most districts in the state of Arizona have hired their own Athletic Trainers. This includes Prescott Unified School District, Flagstaff Unified School District, Glendale Union High School District, and Mingus Union High School District. The added benefit to hiring a salaried, benefitted employee to perform athletic training duties includes not only an increased pool of applicants, but direct administrative oversight, additional health education, and the possibility of additional courses in athletic training for students.

The District currently budgets \$30,000 per year for this service. In an effort to meet the demands of the athletic program, and to ensure the maximum amount of safety for our student-athletes as possible, Mr. Streeter recommended that the District hire its own athletic trainer on the current teacher salary schedule (185 day schedule). The District typically budgets \$45,000 for a teacher to include benefits and additional expenses. Hiring a trainer would result in an estimated \$15,000 increase to the maintenance and operation budget.

The trainer's primary function will be working with high school programs, then with middle and elementary school athletic programs. The trainer will be required to attend all home contests for all sports at all levels, and all away high school football games. Cell phones and/or radios will be used for communication and the trainer will go from one game to another when there is more than one home contest scheduled on the same day. In the future, the trainer may teach a class in athletic training through Mountain Institute JTED. (A job description was included in the Board packet)

**Suzie Roth moved to approve the job description with placement of a new hire to be on the Board approved 2013-2014 teacher salary schedule. Brian Letendre seconded and the motion carried unanimously.**

**11. PERSONNEL**

(Pages 232-233) ~~A. \*Discussion and possible action regarding the recommendation to terminate the work agreement of classified employee Marleen Richardson [Possible executive session pursuant to A.R.S. § 38-431.03 (A)(1) (Personnel)]~~

**12. ANNOUNCEMENTS**

President Adler thanked the Board for their submissions to ASBA for consideration by the Legislative Committee; some made the final cut.

**A. Next Scheduled Board Meetings are:**

June 25, 2013	6:30 p.m.	Special Meeting	@ Transportation Facility
July 9, 2013	6:30 p.m.	Regular Meeting	@ Transportation Facility
August 13, 2013	6:30 p.m.	Regular Meeting	@ Mountain View Elementary

**10. ACTION**

**B. \*Discussion and possible action regarding agreement for settlement of Due Process Complaint and provision of special education services for student X [Possible executive session pursuant to A.R.S. § 38-431.03 (A)(2) (Confidential Records), A.R.S. § 38-431.03 (A)(3) (Legal Advice)], and § 38-431.03 (A)(4) (Instruct Legal Counsel)]**

Brian Letendre motioned to move to executive session pursuant to A.R.S. § 38-431.03 (A)(2) (Confidential Records), A.R.S. § 38-431.03 (A)(3) (Legal Advice)], and § 38-431.03 (A)(4) (Instruct Legal Counsel) for Item 10B as presented on the agenda. Carm Staker seconded and the motion carried unanimously.

*(Break – 7:56 to 8:03)*

*Minutes of executive sessions are confidential and it is unlawful to disclose or otherwise divulge to any person who is not present, other than a current member of the Board, or pursuant to a specific statutory exception, anything that has transpired or has been discussed during this executive session. Failure to comply is a violation of A.R.S. § 38-431-03.*

The Board reconvened in regular session at 9:09 p.m.

Carm Staker motioned to return to open session. Suzie Roth seconded and the motion carried unanimously.

Rich Adler moved to approve the agreement for settlement of Due Process Complaint and provision of special education services for student X. Carm Staker seconded the motion. Gary Hicks opposed. The motion carried four to one.

**13. ADJOURNMENT**

Carm Staker moved to adjourn. Brian Letendre seconded and the motion carried unanimously. The meeting adjourned at 9:14 p.m.

Respectfully submitted,

Mary Diaz,  
Board Secretary

**APPROVAL**

\_\_\_\_\_  
Richard Adler, President

\_\_\_\_\_  
Carm Staker, Vice President

\_\_\_\_\_  
Gary Hicks, Member

\_\_\_\_\_  
Brian Letendre, Member

\_\_\_\_\_  
Suzie Roth, Member



HUMBOLDT UNIFIED SCHOOL DISTRICT #22  
Governing Board of Education  
Meeting Minutes  
Tuesday, June 25, 2013

A special meeting of the Humboldt Unified School District Board of Education was held at the HUSD Transportation Facility on Tuesday, June 25, 2013 in Prescott Valley, Arizona.

**6:30 PM SPECIAL SESSION**

**1. WELCOME AND CALL TO ORDER**

President Adler called the meeting to order at 6:30 p.m.

**2. PLEDGE OF ALLEGIANCE/FLAG CEREMONY**

President Adler led in the Pledge of Allegiance.

**3. ROLL CALL**

Present were members Richard Adler, Carm Staker, Brian Letendre, and Gary Hicks. Suzie Roth was absent.

**4. AGENDA REVIEW/ACCEPT**

Consent Item 7C was removed from the consent agenda for further discussion.

**Carm Staker moved to approve the agenda as amended. Brian Letendre seconded and the motion carried unanimously.**

**5. REPORTS**

**A. Board**

**Carm Staker**

- Commented that the Prescott Valley Early Morning Lions Club sponsored a float in the Prescott Valley Days Parade. The theme of the float was Prescott Valley Heroes; Ms. Laura Russo, one of Yavapai County's teachers of the year, and teacher at Bradshaw Mountain Middle School, rode on the float along with other Prescott Valley public service employees.

**B. Superintendent**

- Attended the Digital Learning Showcase hosted by AZ K-12 Center and Yavapai County Education Service Agency

**6. PUBLIC PARTICIPATION**

NONE

**7. CONSENT ITEMS**

This section included approval of items such as minutes, routine warrants, purchase orders, travel claims, employee leave requests, employee transfer requests and resignations, agreements, and contract renewals. Documentation concerning the matters on the Consent Agenda may be reviewed at the District office.

**C. Request to approve a contract agreement with Yavapai County Education Service Agency for Speech Pathologist services for fiscal year 2013-14**

In order to meet the needs of students with a speech IEP (Individual Education Plan), Gary Hicks commented that he will support the agreement with YCESA. He does feel, however, that the cost of this service is extremely high. Stephanie Rowe, Director of Special Services, is hopeful that at least one of the remaining open 3.85 FTE (full-time equivalent) speech positions will be filled prior to the start of school; an offer has been made to a candidate. Mr. Adler added that the shortage of speech pathologists has been an ongoing issue for many districts and that HUSD has been making steps to attract and retain speech pathologists by recently revising their salary schedule.

**Brian Letendre moved approve the consent agenda, including item 7C. Gary Hicks seconded and the motion carried unanimously.**

**8. DISCUSSION ITEMS (no action will be taken)**

**A. Update from the Superintendent's Steering Committee including:**

- **Three to five year priorities**
- **AdvancEd Accreditation process**
- **Alternative funding options**

In December, Dr. Stanton invited a representative group to come together to help recommend priorities for the District. Ms. Jeri Kooiman serves on the committee as a parent, grandparent, and business owner. She has been a Chamber of Commerce member since 1988, a member of the Prescott Valley Economic Development Foundation for seven years, and is an active volunteer at Humboldt Elementary School. She described the committee as being well-rounded and diverse. In her update to the Board, she commented that when families are making a decision about moving to the area, the school district is one of the major factors.

The committee was charged with:

- a. Identifying our current organizational performance and management "reality."
- b. Assisting the District in formulating a plan for continuous improvement.
- c. Reviewing resources and considering options.
- d. Helping ensure that all components of the process are addressed, and scheduled tasks are completed in a timely manner

The primary focus of committee work for year one has been:

1. Determine three to five-year priorities

**Recommended District Priorities for the next 3-5years:**

**Priority - Academic Excellence for All Students; personalized education; student-centered learning**

Goal: To Raise the level of Student Achievement in HUSD  
Goal: To Focus on Planning for the Future Students Needs  
Goal: To Attract and Retain Highly Effective Staff

**Priority - Partnerships through Collaboration; all stakeholders; effective communication**

Goal: To Increase Parental/Community Involvement

**Priority - Supporting Outstanding Staff; high quality professional development; organizational recognition**

Goal: To Attract and Retain Highly Effective Staff

**Priority - Effective Resource Management; responsible stewardship; maximizing human and financial capital**

Goal: To Raise the level of Student Achievement in HUSD  
Goal: To Focus on Planning for the Future Students Needs  
Goal: To Increase Parental/Community Involvement  
Goal: To Attract and Retain Highly Effective Staff

2. Review the AdvancEd accreditation process

The committee continues to be very aggressive with planning, working with the SWOT analysis (strengths/weaknesses/opportunities/threats), and keeping on track with the accreditation process. The AdvancEd Accreditation Team will be here in November.

3. Research alternative funding options

The committee has received some training regarding the District budget, is active in researching chartering and M&O override options, and will aggressively continue to research alternative funding options.

The Board was impressed with the size of the group and their level of engagement, and commended the committee for the quality of their work and their dedication to the students and the community.

## 9. ACTION

### A. Discussion and possible action to approve the proposed annual budget for fiscal year 2013-14

Cynthia Windham, Director of Finance, summarized the proposed annual budget as follows:

Per ARS 15-905 a: School districts in Arizona are required to propose a budget for the upcoming school year no later than July 5<sup>th</sup> of the budget year.

#### HIGHLIGHTS:

##### Base Level Support:

- \$3,368.12 (includes 1.8% increase)
- Current budget projected to be: \$30,068,977
- (Includes maximum allowable budget balance)
- Adjustment to be made based on final Average Daily Membership (ADM), budget balance carry-forward (BBCF), etc. during the revision process

##### District Additional Assistance:

- This fund has combined the Unrestricted Capital fund with the Soft Capital fund and is now called *District Additional Assistance*
- Current newly generated money is \$1,766,672 (calculation less shortfall)
- Includes additional charter student count for new kindergartners at approximately \$205,424 (Charter Additional Assistance)
- Current fund represents 100% of DAA to unrestricted capital fund
- Last remaining *true* capital fund available
- Current budget projected to be: \$5,693,240 (including carryover funds)

##### Soft Capital:

- Fund eliminated

##### ADM

- Current reports reflect the District's ADM (calculated for the first 100 days – less any reductions due to on-line student enrollment, etc.) of 5,539.076 which represents a decline in students of approximately 94 student or 1.6%
- In addition, the District is projecting new kindergarten students to attend the newly chartered schools at 130. This number will be adjusted to actual at the 100<sup>th</sup> day

##### Budget Balance Carry-forward:

- Maximum of 4% allowable included of approximately \$1.1 million
- Allows the District to recoup any additional funding due to missing ADM (student count) – or any changes in funding that would cause an increase to the budget, etc.
- The projected BBCF will be finalized in August once final payments are made through the encumbrance period
- Districts are required to adjust to actual through the revision process

*Per statute; districts are typically not allowed to increase their budgets once proposed/adopted, therefore the maximum budget balance carry-forward is included as a placeholder to allow for final adjustments, e.g. accurate student count, etc. to be received.*

It was the recommendation of administration to approve the proposed budget for FY 13/14 as presented.

There was a brief question and answer session following her PowerPoint presentation. The proposed budget was included in the Board packet and is available for public review by visiting the District (Governing Board/packets) website at [www.humboldtunified.com](http://www.humboldtunified.com).

**Brian Letendre moved to approve the proposed budget for FY 13/4 as presented. Carm Staker seconded and the motion carried unanimously.**

**B. Consideration and possible adoption of a resolution ordering all matters necessary for a ten percent (10%) maintenance and operation budget override election to be held on November 5, 2013. If this resolution is so adopted, the deadline for submitting arguments with respect to it is August 9, 2013, at 5:00 p.m.**

The following documents were included in the Board packet and are also available at the District Office and the District's website [www.humboldtunified.com](http://www.humboldtunified.com) for public review:

- Resolution ordering and providing notice of a special election to be held on November 5, 2013
- Official Ballot
- Voter Informational Pamphlet/Report and Sample Ballot

**Background:**

The District hired consultant Paul Ulan to conduct a survey of voters to explore community support for an override. Of the 300 people surveyed, 55.8 percent indicated they would vote for a ten percent override; a lesser number, 46.8 percent, said they would approve a 15 percent override. Originally, the District was looking at a 15 percent override, the amount the District needs. Mr. Ulan commented that ten percent is doable; not what is needed, but what the community is willing to support. The ten percent override, if approved by votes, would begin in the 2014-15 school year and extend for the next six years. It would add 90 cents per \$100 assessed property valuation. As home values go up, the assessed tax amount becomes less. As an example, owners of residential property valued at \$100,470 would pay \$90.35 for the current year. Businesses are assessed at 19.5 percent; a business valued at \$428,282 would pay \$751.05 for the current year. As more people move to the area, more people share the tax burden.

The dollar amount for the first year's budget increase would be \$2,888,494. The purpose for which the proposed increase in the budget is to be expended is as follows:

- Increase school safety
- Restore academic programs including music, physical education, and early childhood
- Reduce class size
- Attract and retain high quality staff

Jeri Kooiman, member of the Superintendent's Steering Committee, spoke to the Board and audience in support of the proposed override. She stated that Dr. Stanton does not have a greedy or selfish bone in his body, that he is constantly thinking of things to help teachers and students; this is why she is willing to step up and get involved. As she observed classrooms she wondered how teachers do so much with so little money; the love, dedication, and excitement they bring to the classroom is incredible. She added that counselors were removed from middle schools where they are needed most, third graders will be held back if they aren't reading yet full-day kindergarten is not funded by the state, the District is losing qualified teachers to other areas because of the rate of pay, and we are far below in technology. In closing, she encouraged the Board to approve the request for a budget override election, and that if approved, a strong team of businesses and community members will be needed to step up and get involved to support this effort.

Mr. Adler felt not being able to offer a cost of living raise to employees for six years has been painful. The Board has always been hesitant soliciting funds. This money will go directly to the education of our students; he has fought for class size since being on the Board. He added that large districts in the valley have overrides supporting their budgets, and that we have waited as long as possible.

Mr. Hicks asked Ms. Kooiman to speak to Prescott Country Club homeowners, people on fixed incomes. Retirement areas will need to be the focus of concentration.

Mr. Letendre believes that the four purposes the money will be used for are hard to question; we need to do this, the state is not providing necessary funding.

Mrs. Staker stated the override effort is the Board's obligation to our community and our students.

Carm moved to adopt a resolution ordering all matters necessary for a ten percent (10%) maintenance and operation budget override election to be held on November 5, 2013. If this resolution is so adopted, the deadline for submitting arguments with respect to it is August 9, 2013, at 5:00 p.m. Gary Hicks seconded and the motion carried unanimously.

**C. Request for approval of the HUSD Charter School Application Procedures**

The Arizona Legislature recently passed Senate Bill 1204, which requires that school district Governing Boards adopt application processes and timelines to be followed by charter school applicants. Senate Bill 1204 requires that the application process be posted on the District's website and include a requirement that all applicants submit, at a minimum, a detailed education, business and operational plan. The applicant must also include information regarding fingerprint clearance and criminal background checks.

The document for Humboldt Unified School District's Charter School Application Procedures was included in the Board packet and is available at the District Office and the District website for public review.

Brian Letendre moved to approve the HUSD Charter School Procedures, as presented. Carm Staker seconded and the motion carried unanimously.

**D. Request for approval of charter school applications for Coyote Springs Elementary School, Humboldt Elementary School, Lake Valley Elementary School, Mountain View Elementary School and Glassford Hill Middle School**

At the May 15, 2013 Board meeting, after a lengthy discussion, District chartering of Coyote Springs Elementary School, Humboldt Elementary School, Lake Valley Elementary School, and Glassford Hill Middle School was unanimously approved. This agenda item is for approval of the official charter school application documents for the schools mentioned. The applications were included in the Governing Board packet and are also available on the District website.

Brian Letendre moved to approve the charter applications for Coyote Springs Elementary School, Humboldt Elementary School, Lake Valley Elementary School, Mountain View Elementary School, and Glassford Hill Middle School, as presented. Carm Staker seconded and the motion carried unanimously.

**10. PERSONNEL**

**A. Request for approval of a stipend for the 2013 HUSD Curriculum Alignment Project facilitator**

At the April 23, 2013 Board meeting \$100 per day stipends for the 2013 HUSD Curriculum Alignment Project teacher participants were approved. This work was based on the Common Core English/Language Arts Standards that are due to be implemented during the 2013-2014 school year. A stipend was not brought to the Board for approval for the facilitator of these workshops. Title IIA Grant funds will be used to fund a stipend for the facilitator at a onetime payment of \$2,000.

Carm Staker moved to approve a \$2,000 stipend for the 2013 HUSD Curriculum Alignment Project facilitator, with all funds coming from existing Title IIA Grant funds. Brian Letendre seconded and the motion carried unanimously.

**11. ANNOUNCEMENTS**

**A. Next Scheduled Board Meetings are:**

July 9, 2013	6:30 p.m.	Regular Meeting	@ Transportation Facility
August 13, 2013	6:30 p.m.	Regular Meeting	@ Mountain View Elementary
September 10, 2013	6:30 p.m.	Regular Meeting	@ Glassford Hill Middle

**12. ADJOURNMENT**

Carm Staker moved to adjourn. Richard Adler seconded and the motion carried unanimously. The meeting adjourned at 8:25 p.m.

Respectfully submitted,

Mary Diaz,  
Board Secretary

**APPROVAL**

\_\_\_\_\_  
Richard Adler, President

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Carm Staker, Vice President

\_\_\_\_\_  
Gary Hicks, Member

\_\_\_\_\_  
Brian Letendre, Member

**ABSENT**

\_\_\_\_\_  
Suzie Roth, Member

HUMBOLDT UNIFIED SCHOOL DISTRICT #22  
Governing Board of Education  
Meeting Minutes  
Tuesday, July 9, 2013

A **regular** meeting of the Humboldt Unified School District Board of Education was held at the HUSD Transportation Facility on Tuesday, July 9, 2013, in Prescott Valley, Arizona.

**6:30 PM PUBLIC HEARING**

A public hearing was held to discuss the annual budget for 2013-14.

Cynthia Windham, Director of Finance, presented the following budget highlights:

**Base Level Support:**

- \$3,368.12 (includes 1.8% increase)
- Current budget projected to be: \$30,068,977
- (Includes maximum allowable budget balance)
- Adjustment to be made based on final Average Daily Membership (ADM), budget balance carry-forward (BBCF), etc. during the revision process

**District Additional Assistance:**

- This fund has combined the Unrestricted Capital fund with the Soft Capital fund and is now called *District Additional Assistance*
- Current newly generated money is \$1,766,672 (calculation less shortfall)
- Includes additional charter student count for new kindergartners at approximately \$205,424 (Charter Additional Assistance)
- Current fund represents 100% of DAA to unrestricted capital fund
- Last remaining *true* capital fund available
- Current budget projected to be: \$5,693,240 (including carryover funds)

**Soft Capital:**

- Fund eliminated

**ADM**

- Current reports reflect the District's ADM (calculated for the first 100 days – less any reductions due to on-line student enrollment, etc.) of 5,539.076 which represents a decline in students of approximately 94 student or 1.6%
- In addition, the District is projecting new kindergarten students to attend the newly chartered schools at 130. This number will be adjusted to actual at the 100<sup>th</sup> day

**Budget Balance Carry-forward:**

- Maximum of 4% allowable included of approximately \$1.1 million
- Allows the District to recoup any additional funding due to missing ADM (student count) – or any changes in funding that would cause an increase to the budget, etc.
- The projected BBCF will be finalized in August once final payments are made through the encumbrance period
- Districts are required to adjust to actual through the revision process

*Per statute; districts are typically not allowed to increase their budgets once proposed/adopted, therefore the maximum budget balance carry-forward is included as a placeholder to allow for final adjustments, e.g. accurate student count, etc. to be received.*

**REGULAR SESSION IMMEDIATELY FOLLOWING THE PUBLIC HEARING**

**1. WELCOME AND CALL TO ORDER**

President Adler called the meeting to order at 6:45 p.m.

2. **PLEDGE OF ALLEGIANCE/FLAG CEREMONY**

President Adler led in the Pledge of Allegiance.

3. **ROLL CALL**

Present were members Richard Adler, Brian Letendre, Suzie Roth, and Gary Hicks. Carm Staker was absent.

4. **AGENDA REVIEW/ACCEPT**

There were no changes to the agenda.

**Brian Letendre moved to approve the agenda as presented. Gary Hicks seconded and the motion carried unanimously.**

5. **REPORTS**

**A. Board**

Richard Adler, Carm Staker, Suzie Roth, and Gary Hicks attended the Granite Mountain Hotshots Memorial Service held earlier today. The Board thanked Dr. Stanton and everyone else involved in offering their sites and services in coordinating the service. The Board was grateful that the District was able to serve the community in this manner.

**B. Superintendent**

Dr. Stanton

- Was happy to offer anything the District could to those coordinating the Granite Mountain Hotshots Memorial Service. He attended the service.
- Attended the Celebration of Life service for former HUSD Board Member Boyce MacDonald
- Welcomed Jessica Bennett, Bradshaw Mountain Middle School Principal
- Welcomed Danny Brown, Director of Federal Programs and School Improvement

6. **CELEBRATING SUCCESSES**

**A. HUSD VIP – Tami Hitt-Wyant, Director Food and Nutrition**

**1. Sharon Gendron – Substitute**

Tami Hitt-Wyant, Director of Food and Nutrition, introduced Sharon Gendron to the Board and audience. Mrs. Gendron's experience in school nutrition spans over 25 years. She has been employed with the District since 2002 and resigned in 2009 as Kitchen Manager at Bradshaw Mountain Middle School. She then joined the team as a substitute, willing to serve in any position at any site. Her vast skill set makes her an asset in any kitchen.

7. **PUBLIC PARTICIPATION**

None.

8. **CONSENT ITEMS**

This section included approval of items such as agreement renewals, employee leave requests, employee transfer requests and resignations, and financial reports. Documentation concerning the matters on the Consent Agenda may be reviewed at the District office. Brian Letendre read the gifts and donations.

**Gary Hicks moved to approve the consent agenda as presented. Suzie Roth seconded and the motion carried unanimously.**

9. **DISCUSSION ITEMS (no action will be taken)**

**A. Information Services Update including: Internet Bandwidth Upgrade, Network Upgrades, Preparation for Wireless Deployment, Content Filter, My Big Campus, Projects slated for the 2013– 14 School Year**

Patrick Keeling, Director of Information Services, reported on the work that is underway across the District and projects for the school year; he was available to answer any questions from the Board. The Board was pleased to see technology moving forward in the District.

**B. Discussion and first reading of suggested revisions to Policy CBI – Evaluation of Superintendent**

To align with the model policy (CBI) of Arizona School Boards Association, the following revisions were recommended:

- The Superintendent shall provide each member of the Board a copy of the evaluation instrument not later than ~~March 4~~ November 10. The Board President shall schedule a

meeting not later than ~~April 8~~ December 18, when the Board will devote an executive session to the evaluation of the Superintendent's performance . . . . .

- . . . . . the first fully comprehensive evaluation will be that which occurs in ~~March~~ November of the Superintendent's second year.

First Reading complete. A Second Reading will be held at a future meeting at which time the board may adopt the suggested revised policy.

**C. Discussion and first reading of Policy Advisories 462-475 as recommended by the Arizona School Boards Association**

**-E = Exhibit, -R = Regulation**

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

462	GCO	Evaluation of Professional Staff Members
	GCO-RA	√
463	IKF	Graduation Requirements
	IKF-RB	√
	IKF-EB	√
464	JFABC	Admission of Transfer Students
465	JJIB	Interscholastic Sports
	JJIB-EB	√
466	JLCCA	Acquired Immune Deficiency Syndrome and Human Immunodeficiency Virus Infections
467	KHC	Distribution/Posting of Promotional Materials
468	DKB	Salary Deductions
469	EBC	Emergencies
	EBC-RA	√
	EBC-RB	√ (Emergency Drills)
	EBC-RC	√ (First Aid)
	EBC-RD	√ (Bomb Threats)
	EBC-RE	√ (Procedures for Aftermath of Suicide, Suicide Attempt, or Other Tragedy)
	EBC-E	√
470	GCQE	Retirement of Professional Staff Members
471	IKF-EB	Graduation Requirements (Augmentation Points Calculations)
472	JK	Student Discipline
	JK-RA	√
	JK-RB	√
	JK-EA	√
473	G CJ	Professional Staff Probationary and Continuing Status
474	GCK	Professional Staff Assignments and Transfers
475	GCO	Evaluation of Professional Staff Members
	GCO-RA	√

To insure compliance with State Statutes, Policy Advisories (462-475) were submitted by the Arizona School Boards Association (ASBA) relating to Section D – Finance, Section E – Support Services, Section G – Personnel, Section I – Instruction, Section K – School & Community Relations, and Section J – Students, for Board review. The advisories were included in the Board packet and are available at the District Office or website for public review.

First Reading complete. A second reading will be held at a future meeting at which time the board may adopt the suggested revised policies.

**10. ACTION**

- A. Discuss and possibly adopt a resolution converting the maintenance and operation override election to be held on November 5, 2013 in and for the district from a polling place to an all-mail ballot election**

At the June 25, 2013 regular meeting of the Governing Board, the Board adopted a resolution calling for a maintenance and operation override election to be held at "polling places". The November 5, 2013 election is an all-mail ballot election. It was necessary to revise the original resolution.

**Brian Letendre moved to adopt the resolution converting the election to be held on November 5, 2013, in and for the district from a polling place to an all-mail ballot election. Richard Adler seconded and the motion carried unanimously.**

**B. Discussion and possible action regarding request for approval of recommendations of the Superintendent's Steering Committee**

At the June 25, 2013 meeting of the Governing Board, Jeri Kooiman, member of the Superintendent's Steering Committee, presented an update including the committee's recommended District priorities for the next three to five years. The priorities were presented this evening for Board approval.

**Priority - Academic Excellence for All Students; personalized education; student-centered learning**

Goal 1 Raise the level of Student Achievement in HUSD  
Goal 2 Focus on Planning for the Future Students Needs

**Priority - Partnerships through Collaboration; all stakeholders; effective communication**

Goal 3 Increase Parental/Community Involvement

**Priority - Supporting Outstanding Staff; high quality professional development; organizational recognition**

Goal 4 Attract and Retain Highly Effective Staff

**Priority - Effective Resource Management; responsible stewardship; maximizing human and financial capital**

Goal 1 Raise the level of Student Achievement in HUSD  
Goal 2 Focus on Planning for the Future Students Needs  
Goal 3 Increase Parental/Community Involvement  
Goal 4 Attract and Retain Highly Effective Staff

**Suzie Roth moved to approve the three to five year district priorities as presented by the Superintendent's Steering Committee and recommended by Superintendent Stanton. Brian Letendre seconded and the motion carried unanimously.**

**C. Discussion and possible action regarding request for approval of stipends for teachers participating in Yavapai County Education Service Agency's New Teacher Induction Program**

The Yavapai County Education Service Agency (YCESA) will sponsor a countywide induction program for all new teachers to Yavapai County schools. The first session will be held on July 25 consisting of a presentation from classroom management expert and educational speaker, Dr. Harry Wong. Additionally, the session will include presentations for new teachers in the areas of professional conduct and expectations, effective classroom management techniques, and communication strategies.

Since the District is requesting teachers to seek out this professional development opportunity outside of the contracted time, it was the recommendation of administration to offer \$100 stipends (paid with Medicaid funds) for teachers who attend this training for the entire duration.

**Gary Hicks moved to approve a \$100 per day stipend for the 2013 YCESA New Teacher Induction Program to be held on July 25, 2013, with all funds coming from Medicaid dollars. Suzie Roth seconded and the motion carried unanimously.**

**D. Discussion, second reading, and possible adoption of suggested revisions to Policy GCCH - Professional/Support Staff Bereavement Leave**

The first reading of the updated Policy GCCH based on the recommendation of the Professional Staff and the Support Staff Meet & Confer Committee was held at the regular scheduled Governing Board meeting on June 11, 2013

The suggested changes include defining the bereavement benefit as well as the procedural requirements for utilizing the benefit. The Humboldt Unified School District currently has a Bereavement Leave Policy which states that, "An employee may be granted, upon request to the Superintendent, up to five (5) days of leave per year, chargeable to

sick leave..." The revised policy includes allowing a number of bereavement days to be used without charging them to an employee's sick leave. The suggested revisions have been reviewed by legal counsel.

Gary Hicks felt that the current policy should be kept. President Adler thought it was an appropriate change; a small way that we can give to our staff members with a minimal expense to the District, especially in their time of need. Mr. Adler commented that other districts have this policy in place. Mr. Letendre agreed with Mr. Adler.

**Suzie Roth moved to adopt Policy GCCH-Professional/Support Staff Bereavement Leave as presented. Brian Letendre seconded. Gary Hicks opposed. The motion carried.**

**E. Discussion and possible action to approve the District's Annual Budget for fiscal year 2013-14**

**Brian Letendre moved to adopt the budget for fiscal year 2013-14 as presented, and proposed on June 25, 2013. Suzie Roth seconded and the motion carried unanimously.**

**11. ANNOUNCEMENTS**

BMHS registration July 22 – 26  
BMMS schedule pick-up July 29  
GHMS schedule pick-up July 30

**A. Next Scheduled Board Meetings are:**

August 13, 2013	6:30 p.m.	Regular Meeting	@ Mountain View Elementary
September 10, 2013	6:30 p.m.	Regular Meeting	@ Glassford Hill Middle

**12. ADJOURNMENT**

**Brian Letendre moved to adjourn. Suzie Roth seconded and the motion carried unanimously. The meeting adjourned at 7:55 p.m.**

Respectfully submitted,

Mary Diaz,  
Board Secretary

**APPROVAL**

**A B S E N T**

\_\_\_\_\_  
Richard Adler, President

\_\_\_\_\_  
Carm Staker, Vice President

\_\_\_\_\_  
Gary Hicks, Member

\_\_\_\_\_  
Brian Letendre, Member

\_\_\_\_\_  
Suzie Roth, Member



HUMBOLDT UNIFIED SCHOOL DISTRICT #22  
Governing Board of Education  
Meeting Minutes  
Monday, July 29, 2013

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A special meeting of the Humboldt Unified School District Board of Education was held at the HUSD District Office Conference Room on Monday, July 29, 2013, in Prescott Valley, Arizona.

**5:15 PM SPECIAL SESSION**

**1. WELCOME AND CALL TO ORDER**

President Adler called the meeting to order at 5:15 p.m.

**2. PLEDGE OF ALLEGIANCE/FLAG CEREMONY**

President Adler led in the Pledge of Allegiance.

**3. ROLL CALL**

Present were members Richard Adler, Carm Staker, Brian Letendre, and Gary Hicks. Suzie Roth was absent.

**4. AGENDA REVIEW/ACCEPT**

There were no changes to the agenda.

**Carm Staker moved to accept the agenda as presented. Gary Hicks seconded and the motion carried unanimously.**

**5. PUBLIC PARTICIPATION**

None.

**6. ACTION**

**A. Consideration and possible acceptance and approval of a motion to approve the "pro" statement of the Board for inclusion in the pamphlet for the budget override election to be held in and for the District on November 5, 2013**

At the June 25, 2013 regular meeting of the Governing Board, the Board adopted a resolution calling for a maintenance and operation override election. The resolution was the official action taken by the Governing Board. The informational pamphlet for voters will include as an exhibit to the Resolution the following "pro" statement from the Board:

As Governing Board Members of the Humboldt Unified School District, we are asking our community to vote "yes" to approve a 10% Maintenance and Operations Override. This will allow us to maintain and improve the experiences our children receive while attending Humboldt Schools.

The override is necessary for the following reasons: to improve school safety (including the hiring of school resource officers and counselors), restore educational programs (such as music, physical education and early childhood academic programs), reduce class sizes to previous levels, and attract and retain quality teachers and support staff. These are all areas that have been subject to reductions as our State funding has decreased.

The State of Arizona has reduced education funding by 21.8% over the past five years, the highest such percentage in the nation. This does not allow us to fully implement programs to improve the educational experience we offer, and to meet the individual needs of the children in our district. Our students deserve to be educated so that they are college and career ready, and will be prepared to compete with children across the United States and internationally as well.

If the override fails, the district will likely be unable to address the concerns we all have regarding increased class sizes, reductions in programs for children, and an inability to offer

salaries that are competitive with other districts and schools both locally, in the Phoenix area, and also in other states.

Please help us provide a great educational experience for our children. Vote "Yes" on the 10% M&O Override for the Humboldt Unified School District and demonstrate your support for quality education, for all of our children in the Prescott Valley, Dewey-Humboldt area.

Thank you.

The Humboldt Unified School District Governing Board  
Richard Adler, President  
Carm Staker, Vice President  
Brian Letendre, Member  
Gary Hicks, Member  
Suzie Roth, Member

**Gary Hicks moved to approve the Governing Board's "pro" statement for inclusion in the pamphlet for the budget override election to be held in and for the district on November 5, 2013. Brian Letendre seconded and the motion carried unanimously.**

**7. ANNOUNCEMENTS**

A. Next Scheduled Board Meetings are:

August 13, 2013	6:30 p.m.	Regular Meeting	@ Mountain View Elementary
September 10, 2013	6:30 p.m.	Regular Meeting	@ Glassford Hill Middle
October 1, 2013	6:30 p.m.	Regular Meeting	@ Humboldt Elementary

**8. ADJOURNMENT**

**Brian Letendre moved to adjourn. Carm Staker seconded and the motion carried unanimously.** The meeting adjourned at 5:37 p.m.

Respectfully submitted,

Mary Diaz,  
Board Secretary

**APPROVAL**

\_\_\_\_\_  
Richard Adler, President

\_\_\_\_\_  
Carm Staker, Vice President

\_\_\_\_\_  
Gary Hicks, Member

\_\_\_\_\_  
Brian Letendre, Member

**ABSENT**

\_\_\_\_\_  
Suzie Roth, Member

**CONSENT  
Item 8D.**

**ADE Food Service  
Agreement**

**HUMBOLDT UNIFIED SCHOOL DISTRICT**

TO: Humboldt Unified School District Governing Board Item # **8D**  
FROM: Tami Hitt-Wyant, Director of Food and Nutrition Reading  
DATE: August 2, 2013 Discuss  
SUBJECT: Child and Adult Care Permanent Food Service Agreement Action  
Consent **X**

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OBJECTIVE: Goal #

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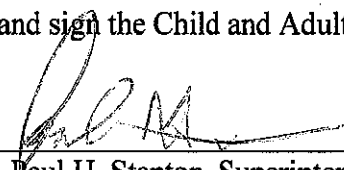
**SUPPORTING DATA:**

The HUSD Food and Nutrition Department would like to provide meals for the students attending Bright Futures Pre-School located on the BMHS- East campus. The Food and Nutrition Department would prepare and deliver meals and/or snacks to be distributed to the students at the Pre-School. The State of Arizona allows child care facilities to serve children reimbursable meals under the Child and Adult Care Food Program. It is necessary to sign the Food Program Permanent Agreement to execute this feeding program.

**SUMMARY & RECOMMENDATION:**

It is recommended that the Governing Board approve and sign the Child and Adult Care Food Program Permanent Agreement.

Approved for transmittal to the Governing Board:

  
Dr. Paul H. Stanton, Superintendent

*Questions should be directed to: Tami Hitt-Wyant 928-759-5012*



# ARIZONA DEPARTMENT OF EDUCATION

Child Nutrition Programs  
1535 West Jefferson Street  
Phoenix, Arizona 85007

## CHILD AND ADULT CARE FOOD PROGRAM PERMANENT AGREEMENT

Revised May 2011

CFDA# 10.558

A.G. Contract No. KR02-1170-ALS

Humboldt Unified School District (the "SPONSOR")  
(Legal Name of Sponsor)

Doing Business As (if applicable)

In order to effectuate the purpose of the following statutes: The National School Lunch Act ("NSLA"), as amended (42 U.S.C. § 1751 et seq.), The Child Nutrition Act ("CNA") of 1966, as amended (42 U.S.C. § 1758 et seq.), the Arizona State Board of Education (the "BOARD") acting through the Arizona Department of Education ("ADE") and the SPONSOR, whose name appears above, enter into this Agreement pursuant to Arizona Revised Statutes ("A.R.S.") §§ 15-203(B), 15-1152, and 11-951, et seq. (if the SPONSOR is a public agency).

If the SPONSOR is a public agency other than a public school district governing board, authorization to enter into this Agreement is also by virtue of \_\_\_\_\_  
(To be completed by Sponsor)

The SPONSOR enters into this Agreement with ADE for participation in the Child and Adult Care Food Program (the "PROGRAM") operating one or more of the following (check those that apply):

- Child Care Center
- Outside School Hours Care Center
- Family Child Care Home
- Adult Day Care Center
- Emergency Shelter
- At-Risk After School Snack Program

### A. PROGRAM REIMBURSEMENT

The BOARD agrees, to the extent of funds available subject to Section F(9) of this Agreement, to reimburse the SPONSOR for the PROGRAM as indicated above in accordance with whichever of the regulations are applicable to such programs: Child and Adult Care Food Program Regulations (7 CFR part 226), the Cash in Lieu of Donated Foods Regulation (7 CFR part 240.4), and any amendments thereto. Reimbursement payments to be made by the BOARD shall be subject to the provisions of A.R.S. Title 35 relating to time and manner of submission of claims if not in conflict with federal law.

### B. PROVISIONS FOR ACCEPTING FUNDS

1. The SPONSOR agrees to accept federal funds in accordance with applicable regulations as set forth in the 7 CFR parts 226, 240 and 250 and any amendments thereto; and Office of



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Management and Budget ("OMB") Circular A-133 and A-122, Office of Inspection General and audit reports will be submitted to ADE as applicable, and to comply with all provisions of said rules and OMB circulars, ADE Program Office Requirements, and with any instructions or procedures issued in connection therewith. The SPONSOR further agrees to administer the PROGRAM funded under this Agreement in accordance with provisions of the Uniform Federal Assistance Regulations (7 CFR part 3015); Governmentwide Debarment and Suspension (Non-Procurement) (2 CFR part 417) and Governmentwide Requirements for Drug-Free Workplace (7 CFR part 3021); and the New Restrictions on Lobbying (7 CFR part 3018).

2. The Sponsor further agrees to obtain a Data Universal Numbering System ("DUNS Number") in accordance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) ("FFATA"). All public and private nonprofit and for profit organizations that receive federal assistance must comply with this requirement. Specifically, FFATA requirement states: No entity (SPONSOR) can receive a subgrant from the grantee (ADE) unless that SPONSOR has furnished a DUNS Number to ADE; and ADE is prohibited from awarding a subgrant to any SPONSOR that has failed to furnish a DUNS Number to ADE pursuant to 2 CFR part 25.

### C. PROGRAM REQUIREMENTS OF THE SPONSOR

The SPONSOR agrees that it will conduct the PROGRAM in accordance with the U.S. Department of Agriculture ("USDA") regulations and will conform to the following requirements:

1. Maintain documentation of a nonprofit food service to ensure that all reimbursement funds are used: (1) solely for the conduct of the food service operation; or (2) to improve such food service operations principally for the benefit of the participants.
2. Maintain a financial management system and abide by the administrative budget and management plan approved by ADE.
3. Maintain full and accurate records of operations under this Agreement, including those set forth herein. Records of revenue and expenditures shall be maintained in such a manner as to reflect the nonprofit status of the food service.
4. Maintain files of approved and denied Free and Reduced-Price affidavits. If affidavits are maintained at the SPONSOR level, they shall be made readily available for inspection, audit or review, be it announced or unannounced, by ADE, other state entity or statutorily authorized person. This provision does not apply to emergency shelters or at-risk after school snack programs.
5. Retain all records and affidavits for a period of five (5) fiscal years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit as required by ARS §35-214 and 35-215.



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6. Claim reimbursement only for meals served to eligible participants at the rate(s) assigned by ADE.
7. Submit claims for reimbursement in accordance with the procedures established by ADE in accordance with 7 CFR part 226.10. Claims for reimbursement not filed within sixty (60) calendar days of the last day of the claim month shall be disallowed. Any exception to this requirement will be made at the discretion of ADE and/or Food and Nutrition Service ("FNS"), USDA, Western Regional Office.
8. Make available at any reasonable time to ADE, other State entity or statutory authorized person conducting an inspection, review or audit, be it announced or unannounced, accounts and records pertaining to operations under this agreement. Such records shall be produced at the office(s) designated by the applicable person conducting such inspection, review or audit.
9. Serve meals which meet the requirements prescribed in regulations 7 CFR part 226.20 during the period designated as the meal service period by the SPONSOR, and serve all required meal components to all participants.
10. Provide meals at no separate charge except in pricing programs. If a pricing program, price the total meal as a unit and supply the meals without cost or at a reduced price to children who meet USDA's eligibility criteria.
11. Provide written notification to ADE regarding the addition or deletion of sites at least thirty (30) days in advance. Any changes to the Site Sheet or Application Sheet must be approved in advance by ADE.
12. Accept final administrative and financial responsibility for PROGRAM operations. No SPONSOR may contract out for the management of the PROGRAM.
13. Meet the requirements specified in 7 CFR part 226.23 regarding a nondiscrimination and free and reduced-price policy statement and information regarding a public release.
14. Maintain proper sanitation and health standards in conformance with applicable federal, state and local laws and regulations.
15. Maintain necessary facilities for storing, preparing and serving food and milk.
16. Comply with and meet all responsibilities and requirements set forth in 7 CFR part 226.
17. Attend all PROGRAM training sessions as required by ADE for participation in the PROGRAM.
18. Maintain health and fire inspections in accordance with Code of Federal Regulations, Arizona Revised Statutes and applicable city code/ordinances.



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19. Maintain general facility liability insurance in conformance with applicable federal, state and local laws and regulations.

### D. ASSURANCE OF CIVIL RIGHTS COMPLIANCE

1. The SPONSOR hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and all requirements imposed by the regulations of the USDA (7 CFR parts 15, 15a and 15b); U.S. Department of Justice Enforcement Guidelines (28 CFR parts 50.3 and 42); and FNS directives and guidelines to the effect that no person in the United States shall, on the grounds of race, color, national origin, age, sex or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the PROGRAM applicant receives federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.
2. This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants and loans of federal funds, reimbursable expenditures, grant or donation of federal property and interest in property, the detail of federal personnel, the sale and lease of, and the permission to use federal property or interest in such property, or the furnishing of services without consideration, at a nominal consideration or at a consideration which is reduced for the purpose of assisting the SPONSOR, or in recognition of the public interest to be served by such sale, lease or furnishing of services to the SPONSOR, or any improvements made with federal financial assistance extended to the PROGRAM SPONSOR by the USDA.
3. By accepting this assurance, the SPONSOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of federal nondiscrimination laws and permit authorized ADE or USDA personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the non-discrimination laws. The review of records may take place at a prescheduled, announced time or may be unannounced at the discretion of ADE. If there are any violations of this assurance, USDA, FNS shall have the right to seek judicial enforcement of this assurance.
4. The Parties of this Agreement shall comply with Executive Order 75-5 as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable state and federal employment laws, rules and regulations, including the American with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.



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5. These assurances are binding on SPONSOR, its successors, transferees and assignees as long as such person or entity receives assistance or retains possession of any assistance from USDA.
6. The SPONSOR agrees to maintain information on Civil Rights complaints, if any, and their resolutions.
7. The SPONSOR agrees to provide a public release to the media serving the area(s) from where attendance is drawn, announcing the availability of meals to enrolled children without regard to age, race, color, religion, national origin, disability or sex upon submission of an initial application.
8. SPONSOR agrees to provide written notification of participation in the PROGRAM to participants or their parents or guardians. Notification must include PROGRAM description and contact information for ADE.

### **E. RIGHT OF JUDICIAL ENFORCEMENT; CHOICE OF LAW**

The SPONSOR recognizes and agrees that such federal financial assistance will be extended in reliance on the representations stated herein and that the United States and the State of Arizona, individually or jointly, shall have the right to seek judicial enforcement of this Agreement. This Agreement is made in the State of Arizona and shall be interpreted by the laws of the State of Arizona; any litigation arising out of this Agreement shall be brought in Arizona. All disputes relative to the performance of the SPONSOR under this Agreement shall be resolved between the parties, as provided in Sections F(10) and F(12) of this Agreement.

### **F. MUTUAL OBLIGATIONS, RESPONSIBILITIES AND WARRANTIES**

ADE and the SPONSOR mutually agree that:

1. ADE shall promptly notify the SPONSOR in writing of any change in the minimum meal requirements or the assigned rates of reimbursement.
2. ADE may provide advance payments to each SPONSOR upon ADE discretion. Determination of advance payments will be based upon the SPONSOR'S request and ADE approval consistent with the regulations, ADE policy and available funds.
3. Payments advanced to SPONSORS that are not subsequently deducted from a valid claim for reimbursement shall be repaid upon demand of ADE.
4. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend this Agreement if made with a corporation for its general benefit.



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5. This Agreement shall become effective on the date of approval by ADE, as to agreements not governed by A.R.S. § 11-951, et seq. Agreements governed by A.R.S. § 11-951, et seq., as defined under ARS §15-1152, et seq., shall become effective when filed with the Arizona Secretary of State. Before any amendment may become effective, appropriate action must be taken by ordinance, resolution or other action pursuant to the laws applicable to public agencies entering into this agreement.
6. The SPONSOR shall receive Cash in Lieu of commodity foods that are typically provided by the USDA to schools.
7. No right or interest in this Agreement shall be assigned or delegated without the written permission of the other party.
8. This Agreement may be canceled upon thirty (30) days written notice by either party. Notwithstanding the foregoing, ADE may cancel this agreement immediately upon receipt of evidence that the terms hereof have not been complied with by the SPONSOR.
9. In the event that funding ceases or becomes unavailable to provide for the terms of this agreement, ADE shall immediately notify the SPONSOR and the SPONSOR shall cease to perform the terms of this Agreement and ADE may terminate this Agreement. No liability shall accrue to ADE in the event this Agreement is terminated for lack of funds, and ADE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
10. ADE shall provide, upon written request in writing from the SPONSOR, and in accordance with 7 CFR part 226, a fair hearing to determine the application of any action taken by ADE that will affect the participation or reimbursement of a SPONSOR in the PROGRAM. A copy of the hearing procedure shall be provided to the SPONSOR.
11. The SPONSOR shall repay to the federal government or ADE all monies determined by any financial-compliance audit or review to be owed to the federal government or ADE in connection with any PROGRAM for which the SPONSOR has received funds. If the SPONSOR fails to make such repayment within thirty (30) days after demand by ADE, the SPONSOR shall pay all reasonable attorneys' fees based on reasonable hourly charges of like experienced attorneys in Phoenix, Arizona for the Assistant Attorney General representing ADE or the attorney representing USDA in seeking to enforce this paragraph.
12. In the event of any dispute arising out of or related to this agreement, the parties agree to use arbitration, after exhausting applicable administrative review, insofar as required by A.R.S. § 12-1518, if not in conflict with federal law.
13. Procurement practices shall be in accordance with the Arizona Procurement Code and Regulations, OMB Circulars A-133 and 7 CFR parts 3015 and 226.22. All claims and controversies shall be subject to the Arizona Procurement Code, A.R.S. § 41-2501 et



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seq., and Arizona Administrative Code R2-7-101 et seq. Procurement standards must be submitted to ADE and will be considered a permanent document unless changes are made by either party.

14. Each SPONSOR must electronically submit a copy of its Sponsor Application and Site Application to ADE every year of participation. These shall be considered a part of this Agreement and are incorporated herein.
15. This Agreement may be modified only in writing signed by all of the parties or their duly authorized agents. Notice required pursuant to this Agreement shall be served personally or by mail upon each party at the addresses specified on the signature page of this Agreement.
16. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors, transferees and assignees.
17. ADE will provide the SPONSOR with information on the Special Supplemental Nutrition Program for Women, Infants, and Children and the PROGRAM, as well as the "And Justice for All" poster. The SPONSOR will then be responsible for distributing the information to parents or guardians of eligible children and/or posting the information.

### G. FREE AND REDUCED-PRICE POLICY STATEMENT

Each SPONSOR, with the exception of emergency shelters and at-risk after school snack programs, must submit with its initial PROGRAM Application copies of its Free and Reduced-Price Policy Statement and the Free and Reduced Document Summary to ADE. The Free and Reduced Price Policy Statement is considered a permanent document. A new Free and Reduced-Price Policy Statement must be submitted when changes are made by SPONSOR.

### H. TERM; TERMINATION

1. This Agreement and the duties arising hereunder, shall become effective on October 1, 2011 or upon signature by the Superintendent of Public Instruction or his designee, whichever occurs last. This Agreement shall automatically renew on October 1 of each year, beginning October 1, 2012, unless either party notifies the other thirty (30) days prior to the renewal date of their intent not to renew. Before any amendment or extension may become effective, appropriate action must be taken by ordinance, resolution or otherwise pursuant to the laws applicable to public agencies entering into this Agreement.
2. This Agreement is subject to cancellation by the State of Arizona pursuant to A.R.S. § 38-511 if any person significantly involved in the Agreement on behalf of the State of Arizona is an employee or consultant of the SPONSOR at any time while this Agreement or any extension of this Agreement is in effect.



# ARIZONA DEPARTMENT OF EDUCATION

Child Nutrition Programs  
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3. Upon review or audit by ADE or an appointed representative thereof, any SPONSOR found to be out of compliance with 7 CFR part 226, this Agreement, or ADE PROGRAM Policy Manual will be deemed as Seriously Deficient. A Corrective Action Plan will be implemented, defining corrective action to be taken by the SPONSOR and the timelines in which the actions shall be completed. Failure to complete and maintain the Corrective Action required by ADE within the specified timelines is cause for termination from the PROGRAM. Serious Deficiencies include, but are not limited to, any of the following:
  1. Noncompliance with the applicable bid procedures and contract requirements of Federal Child Nutrition Program regulation;
  2. The submission of false information to ADE;
  3. Failure to return to ADE any advance payments which exceed the amount earned for serving eligible meals, or failure to return disallowed start-up or expansion payments;
  4. Failure to maintain adequate records;
  5. Failure to adjust meals ordered or planned to conform to variations in the number of participants;
  6. Claiming of PROGRAM payments for meals not served to participants;
  7. Claiming for meals that do not meet the PROGRAM requirements.
  8. Continued use of food service management companies that are in violation of health codes;
  9. Failure of a sponsoring organization to disburse payments to its facilities in accordance with its management plan;
  10. A history of administrative or financial mismanagement in any Federal Child Nutrition Program;
  11. The claiming of PROGRAM payment for meals served by a proprietary Title XX child care center during a calendar month in which less than 25% of enrolled children or 25% of licensed capacity, whichever number is less, were Title XX beneficiaries. In the case of an adult day care center, the claiming of PROGRAM payment for meals served by a proprietary Title XIX or Title XX center during a calendar month in which less than 25% of enrolled adult participants were Title XIX or Title XX beneficiaries.
  12. Failure to properly train or monitor facilities;
  13. Use of family childcare home funds for sponsor administration responsibilities;
  14. Failure to classify family childcare home providers as Tier 1 or Tier 2;
  15. Failure to perform financial and administrative responsibilities;
  16. Failure to operate the PROGRAM in conformance to performance standards;
  17. Conviction of institution or principals indicating lack of integrity;
  18. Institution or principals listed on the National Disqualified List;
  19. Any other action affecting the ability to administer the PROGRAM in accordance with the PROGRAM requirements.
  20. Failure to implement and administer family childcare home provider reviews and termination provisions; and
  21. Institution or principals declared ineligible for any other public program which violated that program's requirements (unless reinstated/eligible for that program).



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### **I. ASSIGNMENT OF CHARGES**

ADE and the SPONSOR recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser. Therefore, the SPONSOR hereby assigns to ADE any and all claims for such overcharges resulting from antitrust violations to the extent that such violations concern goods or services supplied by third parties to the SPONSOR to fulfill this Agreement.

### **J. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401; GOVERNMENT PROCUREMENT; E-VERIFY REQUIREMENT**

1. The SPONSOR warrants compliance with all federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the SPONSOR may be subject to penalties up to and including termination of this Agreement.
3. Failure to comply with a state audit process to randomly verify the employment records of the SPONSOR shall be deemed a material breach of this Agreement and the SPONSOR may be subject to penalties up to and including termination of this Agreement.
4. ADE retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that the SPONSOR is complying with the warranty under paragraph 1 of this Section.

### **K. PROHIBITED BUSINESS OPERATIONS**

The SPONSOR certifies that the SPONSOR does not have scrutinized business operations in Iran (A.R.S. § 35-393.06) or Sudan (A.R.S. § 35-391.06).



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### THE CHILD CARE CENTER SPONSOR AGREES TO/THAT:

1. Provide proof that all child care centers are appropriately licensed or approved in accordance with PROGRAM regulations.
2. Provide organized care for children in a nonresidential setting.
3. Provide meals at no separate charge, except for pricing programs. If a pricing program, obtain approval from ADE upon submission of a written policy statement for determining participants eligible for free and reduced-priced meals.
4. Certify that **each** private for-profit child care center under its auspices receives compensation, from amounts granted to the State under Title XX of the Social Security Act, for at least 25% of enrolled children or 25% of licensed capacity, whichever is less, during the month preceding application to the PROGRAM. The SPONSOR shall not claim reimbursement for meals served in any for-profit center for any month during which the center receives such compensation for less than 25% of its enrollment or licensed capacity. Such SPONSOR also certifies that all centers under this Agreement have the same legal identity as the SPONSOR.
5. Except for proprietary Title XX centers, childcare centers shall operate as public programs or have tax-exempt status under the Internal Revenue Code of 1986.
6. Maintain daily production records of food prepared and served until no longer required by ADE. Records are to be prepared one (1) week in advance of serve date.
7. Maintain daily records indicating the number of children in attendance (including time in and out) and the number of meals by type (breakfast, lunch, supper and supplements) served to enrolled children and to adults. The SPONSOR shall not claim more than two (2) meals and one (1) snack or two (2) snacks and one (1) meal for any child in attendance during the designated meal times. The SPONSOR will only claim meals and/or snacks served to children age twelve (12) and under, or age fifteen (15) and under who are participants of Migrant Programs, or a child with a disability through the age of twenty-one (21).
8. Adhere to the following meal service times: Two (2) hours between the beginning of each meal; breakfast between 6 a.m. and 9 a.m., AM snack between breakfast and lunch; lunch between 11 a.m. and 1 p.m.; PM snack between lunch and supper; supper between 5 p.m. and 7 p.m.; night snack after 7 p.m. The duration of meal service shall be limited to one (1) hour for snacks, one and one-half (1.5) hours for breakfast and two (2) hours for lunch and supper.
9. Document training sessions including dates, locations and topics for sponsoring organizations as prescribed by the Management Plan.
10. Document Administrative and Operating Costs claimed by the SPONSOR for each month, and maintain invoices and receipts for food, supplies, labor and other expenses related to the PROGRAM.



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11. Document revenue from participant payments, federal reimbursement and food sales to adults and donations.
12. Provide adequate supervisory and operational personnel for management and monitoring of the PROGRAM.
13. Notify the ADE in writing thirty (30) days in advance pending any change including, but not limited to, ownership (i.e., status of sale, etc.), management status (i.e., sole proprietorship, partnership, etc.) or tax-filing status. New owners or owners with a change of status must apply for PROGRAM participation.
14. Attend all PROGRAM workshop tracks as required by ADE prior to participating in the PROGRAM as well as any additional trainings required by ADE.
15. Conduct pre-operation visits to each new site for which application is made to discuss PROGRAM requirements and verify that the proposed food service does not exceed the capacity of the child care facility as prescribed in the Management Plan.
16. Conduct site reviews as prescribed in the Management Plan.
17. Certify that it is not on USDA's National Disqualification List.



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### THE OUTSIDE SCHOOL HOURS CARE CENTER SPONSORING ORGANIZATION AGREES TO:

1. Operate as a public program or have tax-exempt status under the Internal Revenue Code of 1986.
2. Provide organized nonresidential childcare services to enrolled school age children outside of school hours.
3. Provide proof that sites are appropriately licensed or approved in accordance with PROGRAM regulations.
4. Adhere to the following meal service times: Two (2) hours between the beginning of each meal; breakfast between 6 a.m. and 9 a.m., AM snack between breakfast and lunch; lunch between 11 a.m. and 1 p.m.; PM snack between lunch and supper; supper between 5 p.m. and 7 p.m.; night snack after 7 p.m. The duration of meal service shall be limited to one (1) hour for snacks, one and one-half (1.5) hours for breakfast and two (2) hours for lunch and supper.
5. Maintain documentation of enrollment for all children, daily meal counts, production records (until no longer required by ADE) and all other records required by ADE.
6. Adhere to the terms and conditions as prescribed in the Management Plan including site visits and training sessions, if applicable.
7. Certify that it is not on USDA's National Disqualification List.
8. Provide meals at no separate charge, except for pricing programs. If a pricing program, obtain approval from ADE upon submission of a written policy statement for determining participants eligible for free and reduced-priced meals.
9. Attend all PROGRAM workshop tracks as required by ADE prior to participating in the PROGRAM as well as any additional trainings required by ADE.
10. Conduct pre-operation visits to each new site for which application is made to discuss PROGRAM requirements and verify that the proposed food service does not exceed the capacity of the outside school hours care center facility as prescribed in the Management Plan.



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### THE FAMILY CHILD CARE SPONSORING ORGANIZATION AGREES TO/THAT:

1. It is a public institution or a nonprofit private institution which has tax-exempt status under the Internal Revenue Code of 1986 as required by Public Law 106-224.
2. It will execute activities following approved procedures as specified in 7 CFR part 226.12 for start-up funds and under Public Law 101-147 for Expansion Funds in order to initiate food service program operations at day care or group day care homes.
3. It has an organizational history of properly managing funds and ongoing activities as determined by independent audit reports or financial statements.
4. Certify that it is not on USDA's National Disqualification List.
5. Child care home providers' children enrolled in the PROGRAM are eligible for free or reduced-price meals as specified in 7 CFR part 226.6(b)(1)(ii)(B).
6. In the absence of state licensure, childcare homes are appropriately certified or approved. Alternately approved homes must successfully complete annual fire inspections and health inspections. The required inspections can only be conducted by local authority. Alternately approved homes must be in compliance with all standards identified in 7 CFR part 226.6(d)(4).
7. Accept final financial and administrative responsibility for the fulfillment of the terms of this Agreement.
8. Comply with the PROGRAM requirements as set forth in 7 CFR part 226.13 regarding payments to day care homes. Disburse any reimbursement payments for Food Service due to each day care home within five (5) working days of receipt from ADE.
9. Submit information to ADE as required in 7 CFR part 226.6(b).
10. Collect and maintain documentation indicating provider homes have obtained all necessary approval as required by ADE prior to making provider reimbursement payments.
11. Comply with the Child Care Home Provisions outlined in 7 CFR part 226.18 and the ADE Policy and Procedures Handbook.
12. Use Start-up or Expansion Funds in accordance with the intended purposes as specified to in 7 CFR part 226.12.
13. Repay, upon demand by ADE, any Start-up or Expansion payments not expended in accordance with regulations as specified in 7 CFR part 226.12 and under Public Law 101-147.
14. Upon expiration of the time allotted to the SPONSOR for Start-up or Expansion Funds, ADE shall obtain and review documentation of activities and costs incurred under the terms of this Agreement.



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15. Abide by the terms and conditions of the Expansion Fund application.
16. Comply with all requirements of A.R.S. § 46-321 including, but not limited to, having valid fingerprint clearance cards for all employees.
17. Sponsoring Organizations must provide notice in writing to ADE and to all Sponsoring Organizations of all providers dropped for cause.
18. Notify ADE in writing, within thirty (30) days, of any change including, but not limited to, composition of governing board, executive director or director of program operations. All updated information must include the name of the individual, title, address and birth date.
19. Providers will be classified as Tier I or Tier II homes and be paid accordingly as specified in 7 CFR part 226.13.
20. It will limit the amount of administrative fees it charges to child care centers under its sponsorship to not greater than 15% of the center's reimbursement for meals claimed per month.



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### THE ADULT CARE CENTER SPONSOR AGREES TO:

1. Provide proof that all adult day care centers are appropriately licensed or approved.
2. Provide a community-based group program designed to meet the needs of functionally impaired adults or individuals sixty (60) years of age or older in a group setting outside of their homes or group living arrangements on a less than 24-hour basis.
3. Collect and maintain current family-size and income information of adult household members for participants classified as eligible for free and reduced-price meals or collect and maintain food stamp case numbers, Supplemental Security Income for the Aged, Blind and Disabled Program, Food Distribution Program Indian Reservation or Arizona Health Care Cost Containment System numbers in lieu of family size, income information and social security numbers.
4. Maintain daily production records of food prepared and served until no longer required by ADE. Records must be prepared one (1) week in advance of serve date.
5. Maintain daily records indicating the number of adults in attendance (including time in and out) and the number of meals by type (breakfast, lunch, supper and supplements) served to enrolled adults. The SPONSOR shall not claim more than two (2) meals and one (1) snack or two (2) snacks and one (1) meal or three (3) snacks for any adult in attendance during the designated meal times.
6. Have an individual plan of care on file for each functionally impaired adult enrolled. Such plan shall be structured and comprehensive and shall provide a variety of health, social and related support services to enrolled adult participants.
7. Abide by the administrative management plan/budget approved by ADE.
8. Certify that each private for-profit adult day care center under its auspices receives compensation from amounts granted to the State under Title XIX of the Social Security Act for at least 25% of its enrolled adults during the month preceding application to the PROGRAM and for each month the center receives reimbursement for meals served under the PROGRAM which are also claimed under Title III(c), funded through the Older Americans Act. Such SPONSOR also certifies that all centers under this agreement have the same legal identity as the SPONSOR.
9. Certify that, with the exception of -proprietary Title XIX centers, the PROGRAM is public or has tax-exempt status under the IRS Code of 1986.
10. Notify ADE in writing thirty (30) days in advance pending any change including, but not limited to, ownership (i.e., status of sale, etc.), management status (i.e., sole proprietorship, partnership, etc.) or tax-filing status. New owners or owners with a change of status must apply for PROGRAM participation.
11. Certify that it is not on USDA's National Disqualification List.



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12. Provide meals at no separate charge, except for pricing programs. If a pricing program, obtain approval from ADE upon submission of a written policy statement for determining participants eligible for free and reduced-priced meals.
13. Attend all PROGRAM workshop tracks as required by ADE prior to participating in the PROGRAM as well as any additional trainings required by ADE.
14. Conduct pre-operation visits to each new site for which application is made to discuss PROGRAM requirements and verify that the proposed food service does not exceed the capacity of the adult care facility as prescribed in the Management Plan.
15. Adhere to the following meal service times: Two (2) hours between the beginning of each meal; breakfast between 6 a.m. and 9 a.m., AM snack between breakfast and lunch; lunch between 11 a.m. and 1 p.m.; PM snack between lunch and supper; supper between 5 p.m. and 7 p.m.; night snack after 7 p.m. The duration of meal service shall be limited to one (1) hour for snacks, one and one-half (1.5) hours for breakfast and two (2) hours for lunch and supper.
16. Conduct site reviews as prescribed in the Management Plan.



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### THE EMERGENCY SHELTER SPONSOR AGREES TO/THAT:

1. Provide proof that all emergency shelters are in compliance with all applicable state and local health and safety requirements for certifications.
2. Provide temporary housing for children and their parents or guardians in a residential setting.
3. Provide meals at no separate charge.
4. Emergency shelters shall be public or have tax-exempt status under the Internal Revenue Code of 1986.
5. Maintain daily production records of food prepared and served until no longer required by ADE. Records are to be prepared one (1) week in advance of serve date.
6. Maintain daily records indicating the number of children in residence at the shelter and the number of meals by type (breakfast, lunch, supper and supplements) served to eligible children and to adults. The SPONSOR shall not claim more than three (3) meals or two (2) meals and one (1) snack or two (2) snacks and one (1) meal for any child in attendance during the designated meal times. The SPONSOR will only claim meals and/or snacks served to children age eighteen (18) and under.
7. Adhere to the following meal service times: Two (2) hours between the beginning of each meal; breakfast between 6 a.m. and 9 a.m., AM snack between breakfast and lunch; lunch between 11 a.m. and 1 p.m.; PM snack between lunch and supper; supper between 5 p.m. and 7 p.m.; night snack after 7 p.m. The duration of meal service shall be limited to one (1) hour for snacks, one and one-half (1.5) hours for breakfast and two (2) hours for lunch and supper.
8. Document training sessions including dates, locations and topics for sponsoring organizations as prescribed by the Management Plan.
9. It is recommended that the SPONSOR document Administrative and Operating Costs claimed for each month (invoices, receipts) for food, supplies, labor and other expenses related to the PROGRAM.
10. Document revenue from federal reimbursement, food sales to adults and donations.
11. Provide adequate supervisory and operational personnel for management and monitoring of the PROGRAM.
12. Notify ADE in writing thirty (30) days in advance pending a change in but not limited to ownership (i.e., status of sale, etc.), management status (i.e., sole proprietorship, partnership, etc.) or tax-filing status. New owners or owners with a change of status must apply for PROGRAM participation.



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### AT-RISK AFTER SCHOOL MEAL PROGRAM:

1. Provide proof that all at-risk sites are in compliance with all state and local health and safety requirements for certifications.
2. Provide organized care for children in a nonresidential setting.
3. Provide afterschool care and education or enrichment activities to children, such as homework assistance, tutoring, arts and crafts, computer labs, life skills or physical activities.
4. Provide snack and/or meal at no separate charge.
5. Receive reimbursement at the applicable free rate for all snacks or meals served. Meals and snacks must be served after the school hour during the week, on weekends or during school breaks (not including summer break) and vacations throughout the regular school year.
6. Operate in an "area eligible," nearest public school that is 50% or more eligible for free or reduced price school meals.
7. Operate as a public program or have tax-exempt status under the Internal Revenue Code of 1986.
8. Maintain menus for each snack and meal service.
9. Maintain daily production records of food prepared and served until no longer required by ADE. Records are to be prepared one (1) week in advance of serve date.
10. Maintain daily records indicating the number of children in attendance (sign-in sheets including time-in/time-out), and all other records required by ADE. The SPONSOR shall not claim more than one (1) meal and more than one (1) snack per child per day may be served. The SPONSOR will claim only snacks/meals served to children age eighteen (18) and under, including children who were eighteen (18) at the beginning of the program year.
11. Document training sessions including dates, locations and topics for sponsoring organizations as prescribed by the Management Plan.
12. It is recommended that the SPONSOR document Administrative and Operating Costs claimed for each month (invoices, receipts) for food, supplies, labor and other expenses related to the PROGRAM.
13. Document revenue from participant payments, federal reimbursement and food sales to adults and donations.
14. Provide adequate supervisory and operational personnel for management and monitoring of the PROGRAM.



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15. Notify ADE in writing thirty (30) days in advance pending any change including, but not limited to, ownership (i.e., status of sale, etc.), management status (i.e., sole proprietorship, partnership, etc.) or tax-filing status. New owners or owners with a change of status must apply for PROGRAM participation.
16. Conduct pre-operation visits to each new site for which application is made to discuss PROGRAM requirements and verify that the proposed food service does not exceed the capacity of the facility as prescribed in the Management Plan.
17. Conduct site reviews as prescribed in the Management Plan.
18. Certify that it is not on USDA's National Disqualification List.
19. Attend all PROGRAM workshop tracks as required by ADE prior to participating in the PROGRAM as well as any additional trainings required by ADE.



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### CLEAN AIR/CLEAN WATER ACT COMPLIANCE (Applicable to Sponsors receiving \$100,000 or more in federal funds)

1. The SPONSOR agrees that any facility to be utilized in the performance of this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities (the "List") as of the date of submitting this agreement.
2. The SPONSOR further agrees that it will not use any facility on the List in the performance of this agreement for the duration of the time that any such facility remains on the List.
3. The SPONSOR further agrees to notify ADE if it intends to use in the performance of this Agreement any facility on the List or learns or knows that it has been recommended to be placed on the List.
4. The SPONSOR additionally agrees that it will, in the performance of this Agreement, comply with all requirements of the Clean Air Act (42 U.S.C. § 7401 *et. seq.*) and the Clean Water Act (33 U.S.C. § 1251 *et. seq.*) including the requirements of section 114 of the Clean Air Act and Section 308 of the Clean Water Act and all applicable Clean Air standards and Clean Water standards.
5. The SPONSOR further agrees that it will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738 and EPA regulations found at 40 CFR Part 15 (which prohibit the use of facilities on the List). In addition to notifying ADE of facilities to be used which are on the List, the SPONSOR also agrees to notify the EPA Assistant Administrator for Enforcement.



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### CERTIFICATION PAGE

(Applicable to SPONSORS with governing boards only;  
must be completed and signed before signature page.)

#### DIRECTIONS:

- (1) County in which the governing board is located.
- (2) Name of governing board member authorized to sign this certification page.
- (3) City in which governing board meeting regarding the Permanent Agreement was held.
- (4) Date of governing board meeting.
- (5) Legal title of the SPONSOR'S governing board; current year.
- (6) Name of designated official who will be signing the Permanent Agreement (same designated official as on line 1, page 20, of the Food Service Agreement).
- (7) Signature of governing board member (same name as on line (2) of this certification page).  
Please note that a governing board member *cannot* designate himself or herself as the *Designated Official*.

### CERTIFICATION

State of Arizona )

County of (1) \_\_\_\_\_ )

I, (2) \_\_\_\_\_, the duly appointed or elected and qualified  
**Name of Governing Board Member**

member of, and acting on behalf of the governing board, so hereby certify that during a regular meeting held in (3) \_\_\_\_\_ Arizona, on (4) \_\_\_\_\_, this governing board, by motion made, seconded and carried, approved and authorized execution of an agreement between the (5) \_\_\_\_\_ and the Arizona Department of Education, a State Agency, for the purpose of participating in Child Nutrition and/or Food Distribution Programs.

(6) \_\_\_\_\_ has been designated by the governing board to sign this  
**Name of Designated Official**

Agreement.

I further certify that this meeting was duly noticed, called and convened and was attended by a majority of the members of the governing board and that approval has not since been altered or rescinded.

(7) \_\_\_\_\_  
**Signature of Governing Board Member**  
(Same as (2) above)



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### PERMANENT AGREEMENT

### SIGNATURE PAGE

#### AGREED TO AND SIGNED:

1.	(Print or Type Name and Title)	(Signature of Designated Official) [Same as item (6) on Certification Page, if applicable]
	(Sponsor/School)	(Date)

Address \_\_\_\_\_

### OTHER AUTHORIZED SIGNATURES

2.	(Print or Type Name and Title)	(Signature)
3.	(Print or Type Name and Title)	(Signature)
4.	(Print or Type Name and Title)	(Signature)

### FOR OFFICIAL USE ONLY STATE BOARD OF EDUCATION

\_\_\_\_\_  
(Superintendent of Public Instruction or Designee) (Date)

**CONSENT**  
**Item 8E.**

**Town of P.V.**  
**SRO IGA**

**HUMBOLDT UNIFIED SCHOOL DISTRICT**

TO: Humboldt Unified School District Governing Board      Item # **BE**  
FROM: Kort Miner, Director of Ed. Services      Reading  
DATE: August 13, 2013      Discuss  
SUBJECT: Renewal of an Intergovernmental Agreement (IGA) with      Action  
          the Town of Prescott Valley for a School Resource      Consent      X  
          Officer for school year 2013-14

---

OBJECTIVE: Housekeeping

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**SUPPORTING DATA:**

This IGA is a renewal of the agreement between the Town of Prescott Valley and the Humboldt Unified School District to provide a shared School Resource Officer for Bradshaw Mountain High School, Bradshaw Mountain Middle School and Glassford Hill Middle School for the 2013-14 school year.

There are no changes to the IGA from the previous year regarding responsibilities of both parties and the SRO's duties on campuses.

Like last year, each agency pays one half of the officer's salary and benefits. The District portion is not to exceed \$42,927.91 and is funded by the maintenance and operation budget.

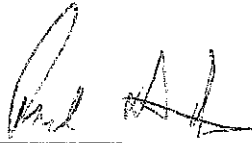
**SUMMARY & RECOMMENDATION:**

It is recommended the Governing Board approve the IGA with the Town of Prescott Valley for one Resource Officer for school year 2013-14.

***Sample Motion:***

I move to approve the IGA with the Town of Prescott Valley for one School Resource Officer with the funding amount not to exceed \$42,927.91 to be paid from the maintenance and operation budget.

Approved for transmittal to the Governing Board:



Dr. Paul H. Stanton

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

**INTERGOVERNMENTAL SERVICE AGREEMENT  
SCHOOL RESOURCE OFFICER**

**Humboldt Unified School District  
Town of Prescott Valley**

THIS AGREEMENT, entered into this 27th day of June 2013, by and between the TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona (hereinafter "Town"), and the HUMBOLDT UNIFIED SCHOOL DISTRICT NO. 22 OF YAVAPAI COUNTY, ARIZONA, a unified school district and political subdivision of the State of Arizona (hereinafter "District");

WITNESSETH:

WHEREAS, ARS §15-341 (A)(5) authorizes school district governing boards to prescribe the curricula for promotion and graduation of pupils; and

WHEREAS, ARS §15-341(A)(16) authorizes school district governing boards to provide for adequate supervision over pupils in instructional and non-instructional activities by certificated or non-certificated personnel; and

WHEREAS, ARS §9-240(B)(12) authorizes town councils to prescribe the powers and duties of police officers, and

WHEREAS, ARS §11-952 authorizes two or more public agencies (including towns and school districts) to contract for services or jointly exercise any powers common to the contracting parties, if the agreement meets certain requirements set forth in §11-952; and

WHEREAS, the District and the Town jointly participate in arranging for a School Resource Officer for Bradshaw Mountain High School who will provide law-related education as a guest instructor, in-service instruction to faculty and staff, attendance at school functions, and response to service calls during school hours; and

WHEREAS, the District Governing Board and the Town Council find that this Intergovernmental Service Agreement complies with each of the requirements of ARS §11-952 and is otherwise consistent with the health, safety and welfare needs of the community;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the parties hereto enter into this Intergovernmental Service Agreement as follows:

Section 1. TERM. The term of this agreement shall begin on July 1, 2013, and shall extend through June 30, 2014, unless sooner terminated as set forth in Section 5 herein.

Section 2. PURPOSE. The purpose of this Intergovernmental Service Agreement is to continue the implementation of a School Resource Officer position in Bradshaw Mountain High School by arranging for one Town police officer to serve as School Resource Officer to, among other things, provide law-related education to students at Bradshaw Mountain High School as guest instructor, provide in-service instruction to the faculty and staff, attend school-related functions, and address calls for police

service from the schools during school hours that would normally require a response from regular patrol officers or respond to other needs as outlined by a Police supervisor.

Section 3. PERFORMANCE. The performance commitments of the respective parties are as follows:

The District shall—

- (a) provide necessary space for the assigned School Resource Officer, including a secured office space at Bradshaw Mountain High School and, if possible, at Glassford Hill Middle School with a securable desk and telephone for the School Resource Officer;
- (b) coordinate scheduling with the assigned officer and his Town supervisor;
- (c) instruct teachers, administrators and staff on how to assist the School Resource officer as needed;
- (d) provide regular evaluations of the effectiveness and on-going needs of the officer;
- (e) make a Police Question Box available to students;
- (f) provide the School Resource Officer with access to necessary audio-visual, computer and related equipment; and
- (g) provide the School Resource Officer with training that can enhance his ability to serve the students and staff.

The Town shall—

- (a) ensure through its Police Department that a qualified officer of its choice is made available as a School Resource Officer. In so doing, the Police Department shall make every effort to find qualified substitutes or make arrangements to reschedule classes if the officer is unavailable for any reason;
- (b) ensure that the assigned police officer is appropriately attired and present a professional image;
- (c) ensure that the assigned police officer is properly trained and oriented to fulfill the requirements of these positions;
- (d) allow the assigned police officers the time to
  - (1) properly prepare for classroom presentations;
  - (2) informally interact with pupils, outside of class; and
  - (3) participate in District staff orientation, faculty meetings, and in-service activities;
- (e) provide necessary supervision and evaluation of the assigned officers' performance so as to ensure an adequate level of performance; and

- (f) use funds provided by the District to defray the costs of providing these police officers to the District.

Section 4. BUDGETING AND FINANCING. The District and the Town shall each provide for its own costs under this Agreement, except that the District shall pay one half (1/2) the costs of salaries and benefits for one School Resource Officer not to exceed \$42,927.91. The District and the Town shall each include in their annual budgets the necessary appropriations to meet the cost of their respective performances hereunder. In the event the salary and/or benefits of the officer are raised by the Town beyond the amounts listed above during the term of this Agreement, any additional amounts shall be paid by the Town. Payments shall be made at times and in increments mutually agreed-to by the parties, but no more often than quarterly.

Section 5. TERMINATION. This Agreement may be terminated by either party for any reason whatsoever, effective upon receipt of written notice. In the event of termination prior to the full term of this Agreement, if the District has paid to the Town the salary amount set forth in Section 4 above, the Town shall prorate said amount based on the remaining term of this Agreement and shall return the unearned portion to the District within 60 calendar days. In the event of termination prior to the full term of this Agreement, if the District has not yet paid the salary amount set forth in Section 4 above, the District shall prorate said amount based on the remaining term of this Agreement and shall pay the earned portion to the Town within 60 calendar days.

Section 6. INDEMNIFICATION. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") for, from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious / derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

Section 7. NO PARTNERSHIP; NOT EMPLOYEES. Nothing herein is intended to create a partnership or joint venture between the parties, nor does it create an employment relationship between the personnel of the Town's Police Department and the District. Rather, the assigned personnel of the Town's Police Department are independent contractors for purposes of Article 2, Chapter 7, Title 12, Arizona Revised Statutes.

Solely for purposes of workers compensation, ARS §23-1022(D) and (E) shall apply and the Town shall be solely liable for the payment of workers' compensation benefits for the assigned police officer providing services under this Agreement.

Section 8. NOTICES. All notices provided in connection with this Agreement shall be in writing and shall be deemed to have been sufficiently delivered or served when presented personally or upon the third (3<sup>rd</sup>) day after being deposited in the United States mail, postage prepaid, by registered or certified mail, addressed as follows:

District: Humboldt Unified School District No. 22  
6411 North Robert Road  
Prescott Valley, AZ 86314  
Attn: Superintendent

Town: Prescott Valley Police Department  
7601 E. Civic Circle

Ivan Legler, Town Attorney

HUMBOLDT UNIFIED SCHOOL DISTRICT NO. 22 OF  
YAVAPAI COUNTY, ARIZONA, a unified school district  
and political subdivision of the State of Arizona, (District)

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President, Governing Board

ATTEST:

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Clerk, Governing Board

The forgoing Intergovernmental Service Agreement has been submitted to me as Attorney for the Humboldt Unified School District No. 22 of Yavapai County, Arizona, for review prior to its execution, pursuant to ARS §11-952(D), and I have determined that it is in proper form and is within the powers and authority granted to the Town under the laws of Arizona.

---

Attorney for Humboldt U.S.D. #22  
Yavapai Deputy County Attorney

**CONSENT**  
**Item 8F.**

**DES**  
**Contract Amendment**

**HUMBOLDT UNIFIED SCHOOL DISTRICT**

TO:	Humboldt Unified School District Governing Board	Item # <b>8F</b>
FROM:	Stephanie Rowe, Special Services Director	Reading
DATE:	August 13, 2013	Discuss
SUBJECT:	Amendment #3 to ADES/RSA Transition from School to Work (TSW) contract	Action
		Consent ✓

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**SUPPORTING DATA:**

Attached is contract amendment #3 to our Arizona Department of Economic Security / Rehabilitation Services Administration (ADES/RSA) for our Transition from School to Work (TSW) aka Youth Transition Program (YTP).

Amendment #3 replaces Section 21 of the existing contract and states that background checks for employment must be made through the central registry.

HUSD is in its fourteenth year of collaboration with ADES/RSA for our Transition from School to Work (TSW) program to implement regulation (34CFR 36 1.28) for the purpose of facilitating a seamless transition of students with disabilities from high school to the world of work in order to maximize their employability and integration into the workforce and community.

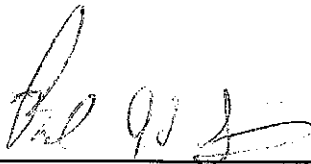
**SUMMARY & RECOMMENDATION:**

It is recommended that the Governing Board move to approve amendment #3, to our agreement with ADES/RSA for our TSW program.

**Sample Motion:**

I move to approve Amendment #3 to DES contract ADES 13-033441 as presented.

Approved for transmittal to the Governing Board:

  
\_\_\_\_\_  
Dr. Paul H. Stanton, Superintendent

*For questions contact Stephanie Rowe, Director Special Services, 759-4040*



DEPARTMENT OF ECONOMIC SECURITY  
Your Partner For A Stronger Arizona  
**INTERGOVERNMENTAL AGREEMENT**  
**CONTRACT AMENDMENT**

1. CONTRACTOR (Name and address)  COUNTY OF YAVAPAI , Humboldt Unified School District #22 6411 N ROBERT RD Prescott Valley, AZ 86314-8770	2. CONTRACT ID NUMBER  <p style="text-align: center;">ADES13-033441</p> <hr/> 3. AMENDMENT NUMBER  <p style="text-align: center;">3</p>
--	---

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT:

Due to a change in the law, Section 21 of the DES Special Terms and Conditions is hereby replaced with the attached Section 21, BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY, effective immediately.

- 5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.
- 6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

7. ARIZONA DEPARTMENT OF ECONOMIC SECURITY  SIGNATURE OF AUTHORIZED INDIVIDUAL  TYPED NAME <b>Francine Whittington</b> TITLE <b>Manager, Contract Administration Unit Manager</b> DATE	8. NAME OF CONTRACTOR COUNTY OF YAVAPAI  SIGNATURE OF AUTHORIZED INDIVIDUAL  TYPED NAME  TITLE  DATE
--	---

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

ARIZONA ATTORNEY GENERAL'S OFFICE

COUNSEL FOR COUNTY OF YAVAPAI

By: \_\_\_\_\_  
 Assistant Attorney General

By:   
 Public Agency Legal Counsel

Date: \_\_\_\_\_

Date: 7/30/13

- 21.0 Background Checks for Employment through the Central Registry.** If providing direct services to children or vulnerable adults, the following shall apply:
- 21.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 21.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
1. Any person who applies for a contract with this State and that person's employees;
  2. All employees of a contractor;
  3. A subcontractor of a contractor and the subcontractor's employees; and
  4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 21.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 21.4
1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
  2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 21.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification if:
1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
  2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- The Certification for Direct Service Position is located at:  
<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc>
- 21.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 21.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check is located at:  
<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1288AFORFF.doc>

# **CONSENT**

## **Item 8G.**

# **Student Fees**

**HUMBOLDT UNIFIED SCHOOL DISTRICT**

TO: Humboldt Unified School District Governing Board Item # **8G**  
FROM: Cynthia Windham, Finance Director Reading  
DATE: August 13, 2013 Discuss  
SUBJECT: Approval of Fees – FY 13/14 Action  
Consent X

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**OBJECTIVE:** Planning for Future Student Needs

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**SUPPORTING DATA:**

Per ASRS 15-342 (24):

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

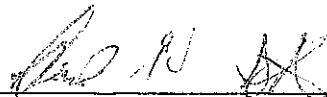
For common and high school pupils, assess reasonable fees for optional extracurricular activities and programs conducted when the common or high school is not in session except that no fees shall be charged for pupils' access to or use of computers or related materials.

The principal/designee has the authority to waive fees if they cause a financial hardship to the family.

Please see attached 'Fee Schedule' document.

**SUMMARY & RECOMMENDATION:**

Move to approve the extracurricular fees, as presented.

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

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





**CONSENT**  
**Item 8H.**

**Hearing Officers**

**HUMBOLDT UNIFIED SCHOOL DISTRICT**

TO: Humboldt Unified School District Governing Board Item # **BH**  
FROM: Dr. Paul H. Stanton, Superintendent Reading  
DATE: August 13, 2013 Discuss  
SUBJECT: Appointment of Hearing Officers Action  
Consent X

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OBJECTIVE: Housekeeping

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**SUPPORTING DATA:**

Policy JKD allows the Superintendent to appoint Hearing Officers to hold hearings in matters relating to discipline.

The HUSD administrators who have agreed to serve and are duly approved by the Superintendent are:

Mr. Danny Brown, Director of Federal Programs and School Improvement  
Dr. Theresa Matteson, Glassford Hill Middle School Principal  
Mr. Jeremy Hendrix, Bradshaw Mountain High School Assistant Principal

**SUMMARY & RECOMMENDATION:**

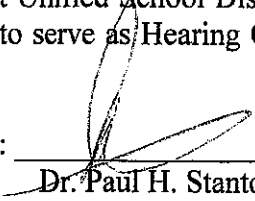
The use of hearing officers frees up the time for both the Superintendent and the Board. The ability to call on knowledgeable and respected sources will assist in providing every student with an impartial and fair hearing.

It is recommended that the Governing Board appoint the three hearing officers as presented.

***Sample Motion:***

I move to approve the appointment of Humboldt Unified School District administrators, Danny Brown, Theresa Matteson, and Jeremy Hendrix to serve as Hearing Officers for the District for the 2013-2014 school year.

Approved for transmittal to the Governing Board:

  
\_\_\_\_\_  
Dr. Paul H. Stanton, Superintendent

*Questions should be directed to: Dr. Stanton (759-5007)*

# **CONSENT**

## **Item 8I.**

### **Qualified Evaluators**





**The Humboldt Schools.**  
*Motivating achievement since 1906.*

**TO:** DR. PAUL STANTON, SUPERINTENDENT  
**FROM:** DANIEL STREETER, DIRECTOR OF HUMAN RESOURCES  
**SUBJECT:** LIST OF QUALIFIED EVALUATORS FOR 2013-2014  
**DATE:** 7/29/2013

ASA (Arizona School Administrators) offers Level I and Level II Qualified Evaluator Training. According to ASA, *in order to become fully qualified in all aspects of teacher appraisal, participants must enroll in both Level I and Level II training.* HUSD also requires an administrative certificate to be fully qualified. The following is a current list of professional staff members who meet the above requirements.

Bucky Bates – GES  
Jessica Bennett – BMMS  
JoAnne Bindell – MVES  
Candice Blakely-Stump - CSES  
Danny Brown - DO  
Sandra Clark – GHMS  
Tusanne Cordes - LVES  
Danette Derickson – LTS/GHMS  
Michael DeRois - LTS  
Mark Ernster– BMHS\*  
Dr. Theresa Matteson – GHMS  
Dr. Jennifer Medina - DO  
Kort Miner – BMHS  
Stephanie Rowe - DO  
Dr. Paul H. Stanton - DO  
Daniel Streeter - DO  
Melissa Tannehill – BMHS\*  
Dr. Kay Turner - BFPS  
Cole Young – HES

DAN STREETER, DIRECTOR, HUMAN RESOURCES  
6411 N. ROBERT ROAD, BUILDING 100, PRESCOTT VALLEY, AZ 86314  
OFFICE 928.759.4006 • FAX 928.759.4020

HUMBOLDT UNIFIED SCHOOL DISTRICT #22  
6411 N. ROBERT ROAD, PRESCOTT VALLEY, AZ 86314 • PHONE 928.759.4000 • FAX 928.759.4020



# CONSENT

## Item 8J.

# Student Travel

**HUMBOLDT UNIFIED SCHOOL DISTRICT**

TO: Humboldt Unified School District Governing Board      Item # **BJ**  
FROM: Sandra Clark, Glassford Hill Middle School      Reading  
DATE: August 13, 2013      Discuss  
SUBJECT: Approval for Catalina Island field trip      Consent **X**

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OBJECTIVE: Goal #1- Raise the Level of Student Achievement  
Specifically...

**Strand 4: Life Science**

Life Science expands students' biological understanding of life by focusing on the characteristics of living things, the diversity of life, and how organisms and populations change over time in terms of biological adaptation and genetics. This understanding includes the relationship of structures to their functions and life cycles, interrelationships of matter and energy in living organisms, and the interactions of living organisms with their environment.

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**SUPPORTING DATA:**

Upon completion of this program, students will be able to compare the symbiotic and competitive relationships of organisms within an oceanic ecosystem. Additionally, students will analyze the relationships among various organisms and their environment while learning basic snorkeling skills and techniques to help them study and learn about the ocean environment. Finally, students are also introduced to the classification, anatomy, behavior, and other adaptive features of fish and various marine mammals.

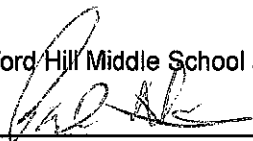
**SUMMARY & RECOMMENDATION:**

Through a combination of labs, aquariums and touch tanks on land and snorkeling, kayaking, and collecting data in the field, students and teachers learn about the many eco-systems of the island and ocean and get to see and touch a whole range of fish. It is recommended that the board approve this trip to Catalina Island for GHMS, May 5- 9, 2014.

**Sample Motion:**

I move to approve the Catalina Island field trip for Glassford Hill Middle School as presented.

Approved for transmittal to the Governing Board:

  
\_\_\_\_\_  
Dr. Paul Stanton, Superintendent

Questions should be directed to:  
Sandra Clark, Glassford Hill Middle School  
928-759-4600

**REQUEST TO BOARD FOR STUDENT  
OUT-OF-STATE OR OVERNIGHT TRAVEL**

Please provide the following information in your request along with any supporting materials such as brochures or itineraries.

**Organization taking Field Trip** Glassford Hill Middle School

**Date of Field Trip** 5 day trip @ Catalina May 5<sup>th</sup>-9<sup>th</sup>

**Place of Field Trip** Catalina Island

**Approximately how many students:** 49

**Where are you staying? What is the cost of hotel/lodging? Is there security at the hotel/lodging? If not, how are the students going to be supervised?**

5- Day trip to White's Landing which is a beautiful private cove on Catalina Island with cabins or villas for student groups. With its pristine natural surroundings, it's the perfect place to explore the ocean and learn marine science. It's also isolated and rustic, which adds to the adventure. Catalina Experience has been running school programs on Catalina Island for 30 years and over that time; they've developed schedules and plans to make your entire Catalina experience run as smoothly as possible. Lodging costs are included in the \$550.00 per student fee.

At White's Landing, the safety and well-being of participants is paramount. In all of the classes and activities, exceptional instruction and supervision by instructors trained in their specific program area. Students and staff are required to follow safety guidelines for each activity and relevant safety equipment such as life preservers; harnesses, etc. are always used. All instructors are trained in first aid and CPR and all water activities are supervised by trained, certified Lifeguards. Two-way radios are positioned at each program area and throughout camp for communication with the office and camp directors. In case of illnesses, medical emergencies, or situations requiring additional assistance, we follow all appropriate EMS procedures. There is a pharmacy and a hospital on the island in the nearby city of Avalon, about four miles by water from camp. In case of serious medical emergencies, Baywatch is always on-call and available and can arrange for Life-Flight transport to a mainland hospital if need be.

**How is the trip being funded?**

Parent/Student payment for the trip through tax credit so that parents can get the money back when they file their state taxes. Monies are non-refundable per Catalina Experience policy as student space is reserved. There are no refunds through Catalina Experience; therefore, students who withdraw from the trip by request or by administration removal will not be able to receive a refund. The tax credit payment; however, allows parents to receive monies back at tax filing time. ☺

**What is the cost for the trip (lodging/registration/transportation, etc.)?**

Transportation

Executive Transportation \$120 per student

Lodging/Registration

\$330 per student... deposit of \$80 per student due in August with monthly payments of \$68 due on the 15<sup>th</sup> of each month to pay off total cost balance of \$550 by March 15th.

Catalina Experience does not accept PO numbers. A check will have to be cut to take with us to the island.

**What is the cost for each student?**

\$550 (5-day total costs includes transportation/lodging/food)

**Chaperones (student/adult ratio):**

Minimal chaperone requirement is two per every fifteen students. Five chaperones @ a per chaperone cost of \$318 (5-day). Chaperones are not free with the program and will be expected to pay at a discounted rate.

**What determines the student's eligibility for attending?**

GHMS eighth grade students enrolled in Honor's Science and/or 8<sup>th</sup> grade resource caseload will be given priority spacing. Students with behavior issues may be excluded upon administration and/or coordinator discretion. Students who enroll after September may be excluded pending coordinator discretion since deposit money is due in October.

**How does the trip benefit the students and the teacher? What state standard is met with this activity?**

The program focuses on hands-on, experiential science education. Utilizing state-of-the-art labs and equipment, expert instructors and the beautiful natural land and sea environments of Catalina Island, the program strives to increase science literacy, stimulate minds and, most importantly, to create excitement about science. During their 5- day stay, students and teachers have the opportunity to experience, first hand, the diverse flora and fauna found in Southern California's Oceans. *Through a combination of labs, aquariums and touch tanks on land and snorkeling, kayaking and collecting data in the field, students and teachers learn about the many ecosystems of the island and ocean and get to see and touch a whole range of fish, algae, sharks and rays, marine mammals, plankton and invertebrates!*

The invertebrate lab houses Sea Urchins, Anemones, Sea Hares, Sea Cucumbers, Sea Stars and a host of other local invertebrates are available to view and touch in this lab, always a student favorite! The large touch tank is well stocked with a number of these animals without backbones, including members of the phyla Porifera (Many Pores), Cnidaria (Stinging Cells), Echinodermata (Spiny Skin), Annelida (Segmented Body), Mollusca (Soft Body), and Arthropoda (Jointed Foot). Other tanks in this lab house lobster, crabs, and octopus. *Through close student examination of these animals, instructors facilitate discussions of classification, species identification, adaptation, and natural history.*

*In the Squid Dissection, lab students begin by learning basic biology and behavior of *Loligo opalescens*, the California Market Squid. Students then participate in a simple dissection, discovering the external and internal anatomy of the squid. Instructors make this messy experiment fun by letting students use the squid's ink sac to make pictures they can take home. This dissection seems to always be a hit with students of all ages.*

### **Strand 4: Life Science**

Life Science expands students' biological understanding of life by focusing on the characteristics of living things, the diversity of life, and how organisms and populations change over time in terms of biological adaptation and genetics. This understanding includes the relationship of structures to their functions and life cycles, interrelationships of matter and energy in living organisms, and the interactions of living organisms with their environment.

#### **Concept 4: Diversity, Adaptation, and Behavior**

Identify structural and behavioral adaptations.

- PO 1. Explain how an organism's behavior allows it to survive in an environment.
- PO 2. Describe how an organism can maintain a stable internal environment while living in a constantly changing external environment.
- PO 3. Determine characteristics of organisms that could change over several generations.
- PO 4. Compare the symbiotic and competitive relationships in organisms within an ecosystem (e.g., lichen, mistletoe/tree, clownfish/sea anemone, native/non-native species).
- PO 5. Analyze the following behavioral cycles of organisms:
- migration
  - dormancy (plants)
- PO 6. Describe the following factors that allow for the survival of living organisms:
- protective coloration
  - beak design
  - seed dispersal
  - pollination

#### **Concept 3: Populations of Organisms in an Ecosystem**

Analyze the relationships among various organisms and their environment.

**Curriculum Objectives:**

The snorkeling program is designed to help students become comfortable and safe in the water, learn basic snorkeling skills and techniques and to study and learn about the ocean environment. As such, the objective and focus will progress from the initial dive through subsequent dives. While at Catalina Experience, each student learns and demonstrates basic snorkeling skills as taught by our experienced instructors. All gear is provided, including full-length three-piece wetsuit, hood, mask, snorkel, fins and booties. Because the wetsuit acts as a flotation device, students do not need to be strong swimmers to participate in and benefit from the snorkeling program. Even non-swimmers can thoroughly enjoy the experience if they have confidence in themselves. *Students are also introduced to the classification, anatomy, behavior and other adaptive features of fish.*

**Student Outcomes:**

Upon completion of this program, students will be able to compare the symbiotic and competitive relationships of organisms within an oceanic ecosystem. Additionally, students will analyze the relationships among various organisms and their environment while learning basic snorkeling skills and techniques to help them study and learn about the ocean environment. Finally, students are also introduced to the classification, anatomy, behavior and other adaptive features of fish and various marine mammals.

**Type and cost of Transportation:**

**Executive Transportation Services 57 passenger bus Total Cost app \$6000.00**

**HUMBOLDT UNIFIED SCHOOL DISTRICT #22  
STUDENT OVERNIGHT TRIP  
FINANCIAL INFORMATION**

School: Glassford Hill Organization/Group: 8<sup>th</sup> grade  
 Sponsor's Name: Sandra Clark Phone: 908 759 4668  
 Trip Date: 5-5-14 to 5-9-14 Trip Location: White's Landing, Catalina Island  
 Number of Attendees: 25 # Female Students, 16 # Male Students, 5 # Adults

Cost of Trip:	
Event Registration	\$ 14,850
Transportation to island (included)	\$
Lodging (included)	\$
Meals (included)	\$
Per Diem	\$
Other (specify) Executive transportation	\$ 4,200
Other (specify)	\$
<b>Total Cost</b>	<b>\$ 19,050</b>
Funding for Trip:	
Auxiliary	\$
Student Club	\$
Tax Credit	\$
Booster Club	\$
Grant	\$
Other (specify) participants responsible for	\$
Other (specify) all financials	\$
<b>Total Funding</b>	<b>\$ 19,050</b>

Name of \*Chaperone(s): Five in total; Sandra Clark, Chris Dalpiaz, Shamon Dalpiaz, Dave Kreutter

\*Recommended chaperone/student ratio 1:10 - (Chaperones must be fingerprinted)

This document must accompany the Request for Trip Approval Packet



# **CONSENT**

## **Item 8K.**

# **Gifts & Donations**

## **Gifts & Donations**

Bill Wilson

P.O. Box 865, Dewey

Donated Maintenance and Custodial Supplies & Equipment

With the donor's value of \$525

To be used at all District schools

Granville PTO – Kristi Letendre

5250 N. Stover Dr., Prescott Valley

Donated playground benches

With the donor's value of \$2,119

To be used at Granville Elementary School

Lifepointe Church

10100 E. State Route 69, Prescott Valley

Donated a \$450 check

To Lake Valley Elementary School