

CONSENT
Item 8D.

Budget Report

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 80
FROM: Cynthia Windham, Finance Director Reading
DATE: September 10, 2013 Discuss
SUBJECT: Monthly Budgets - Board Report Action
Consent X

OBJECTIVE: Goal # 1 To Plan for Future Student Needs

SUPPORTING DATA:

Attached is the monthly Expenditure Budget Balance Report.

This report summarizes district expenditures and current encumbrances per fund.


Due to year-end calculations, final budget balances will not be posted until the County rolls cash balances after the final encumbrances period has concluded and the Annual Financial Report is submitted.

The current budget balances are projected to post in October.

SUMMARY & RECOMMENDATION:

No action necessary. Reports presented for informational purposes only.

Approved for transmittal to the Governing Board:



Dr. Paul Stanton, Superintendent

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

Humboldt Unified School District No. 22

Expenditure Budget Balance Report

Fiscal Year: 2013-2014

Account Number / Description

To Date: 8/26/2013

From Date: 7/1/2013

Summary Only

Budget Balance
% Remaining Bud

Fund:	Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
001	MAINT & OPER FUNDS						
	Fund 001 Total:	\$30,068,977.00	\$2,733,008.37	\$2,733,008.37	\$27,335,968.63	\$25,586,576.89	\$1,749,391.74 5.82%
011	CLASSROOM-BASE SAL						
	Fund 011 Total:	\$846,858.58	\$0.00	\$0.00	\$846,858.58	\$0.00	\$846,858.58 100.00%
012	CLASSROOM-PERF PAY						
	Fund 012 Total:	\$881,662.96	\$0.00	\$0.00	\$881,662.96	\$0.00	\$881,662.96 100.00%
013	CLASSROOM-OTHER						
	Fund 013 Total:	\$900,744.09	\$10,993.00	\$10,993.00	\$889,751.09	\$131.83	\$889,619.26 98.76%
024	INDIAN GAMING - INSTRUCTIONAL IMPROV						
	Fund 024 Total:	\$26,846.74	\$0.00	\$0.00	\$26,846.74	\$0.00	\$26,846.74 100.00%
110	TITLE I LEA						
	Fund 110 Total:	\$855,056.36	\$4,067.51	\$4,067.51	\$850,988.85	\$45,308.45	\$805,680.40 94.23%
112	TITLE 1-D NEGLECTED/DELINQUENT-LEA						
	Fund 112 Total:	\$52,284.82	\$0.00	\$0.00	\$52,284.82	\$0.00	\$52,284.82 100.00%
140	TITLE II - IMPROVING TEACHER QUALITY						
	Fund 140 Total:	\$81,054.49	\$0.00	\$0.00	\$81,054.49	\$11,962.51	\$69,091.98 85.24%
190	TITLE III LEP PROGRAM						
	Fund 190 Total:	\$9,401.92	\$0.00	\$0.00	\$9,401.92	\$0.00	\$9,401.92 100.00%
200	ESEA - TITLE IX - INDIAN EDUCATION						
	Fund 200 Total:	\$0.00	\$64.22	\$64.22	(\$64.22)	\$0.00	(\$64.22) 0.00%
220	IDEA - BASIC - ENT						
	Fund 220 Total:	\$869,874.23	\$0.00	\$0.00	\$869,874.23	\$0.00	\$869,874.23 100.00%
221	IDEA - PRESCHOOL GRANT						

Humboldt Unified School District No. 22

Expenditure Budget Balance Report

Fiscal Year: 2013-2014

From Date: 7/1/2013

To Date: 8/26/2013

Summary Only

Account Number / Description

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
Fund 221 Total:	\$26,070.93	\$0.00	\$0.00	\$26,070.93	\$0.00	100.00%
Fund: 260 CTE BASIC GRANT/FEDERAL						
Fund 260 Total:	\$112,812.54	\$0.00	\$0.00	\$112,812.54	\$0.00	100.00%
Fund: 261 CTE BASIC GRANT (07-01-12 thru 09-30-13)						
Fund 261 Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$2,704.85	(\$2,704.85) 0.00%
Fund: 290 MEDICAID OUTREACH						
Fund 290 Total:	\$3,177.79	\$0.00	\$0.00	\$3,177.79	\$0.00	100.00%
Fund: 291 MEDICAID DIRECT						
Fund 291 Total:	\$177,854.90	\$25,870.45	\$25,870.45	\$151,984.45	\$46,817.48	\$105,166.97 59.13%
Fund: 301 PRES. AWARD-DISKIN						
Fund 301 Total:	\$34,108.50	\$0.00	\$0.00	\$34,108.50	\$34,104.00	\$4.50 0.01%
Fund: 349 NAT'L FOREST FEES - FY 12-13						
Fund 349 Total:	\$40,059.96	\$4,840.40	\$4,840.40	\$35,219.56	\$34,779.44	\$440.12 1.10%
Fund: 400 CTE PRIORITY PROGRAM						
Fund 400 Total:	\$43,901.14	\$776.42	\$776.42	\$43,124.72	\$4,327.75	\$38,796.97 88.37%
Fund: 485 WRP						
Fund 485 Total:	\$134,939.58	\$16,168.50	\$16,168.50	\$118,771.08	\$120,653.01	(\$1,881.93) -1.39%
Fund: 493 NAU - GEAR-UP						
Fund 493 Total:	\$266,100.00	\$29,244.70	\$29,244.70	\$236,855.30	\$149,354.68	\$87,500.62 32.88%
Fund: 495 K-12 Center Grant						
Fund 495 Total:	\$48,244.97	\$0.00	\$0.00	\$48,244.97	\$0.00	\$48,244.97 100.00%
Fund: 510 FOOD SERVICE						
Fund 510 Total:	\$1,014,942.12	\$180,662.07	\$180,662.07	\$834,280.05	\$1,917,299.61	(\$1,083,019.56)

Humboldt Unified School District No. 22

Expenditure Budget Balance Report

Fiscal Year: 2013-2014

Account Number / Description

To Date: 8/26/2013

From Date: 7/1/2013

Summary Only

Budget Balance
% Remaining Bud

Fund:	Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
515	CIVIC CENTER						
	Fund 515 Total:	\$82,959.50	\$1,421.30	\$1,421.30	\$81,538.20	\$59,294.74	\$22,243.46 26.81%
517	BUS RENTAL						
	Fund 517 Total:	\$3,624.63	\$0.00	\$0.00	\$3,624.63	\$112,335.65	(\$108,711.02) -2999.23%
521	EXTENDED KINDERGARTEN						
	Fund 521 Total:	\$352,221.66	\$0.00	\$0.00	\$352,221.66	\$0.00	\$352,221.66 100.00%
522	BEFORE/AFTER SCHOOL PROGRAM						
	Fund 522 Total:	\$71,654.20	\$412.95	\$412.95	\$71,241.25	\$0.00	\$71,241.25 99.42%
523	BRIGHT FUTURES PRESCHOOL						
	Fund 523 Total:	\$37,587.80	\$2,368.26	\$2,368.26	\$35,219.54	\$35,154.56	\$64.98 0.17%
525	AUX OPERATIONS						
	Fund 525 Total:	\$70,323.17	\$16,418.91	\$16,418.91	\$53,904.26	\$49,884.84	\$4,019.42 5.72%
526	ACT FEES TAX CRED						
	Fund 526 Total:	\$6,095.00	\$2,420.19	\$2,420.19	\$3,674.81	\$33,714.50	(\$30,039.69) -492.86%
530	GIFTS & DONATIONS						
	Fund 530 Total:	\$15,117.95	\$877.87	\$877.87	\$14,240.08	\$15,724.50	(\$1,484.42) -9.82%
534	SCHOLARSHIPS						
	Fund 534 Total:	\$0.00	\$250.00	\$250.00	(\$250.00)	\$0.00	(\$250.00) 0.00%
540	FINGERPRINT						
	Fund 540 Total:	\$0.00	\$1,581.00	\$1,581.00	(\$1,581.00)	\$10,919.00	(\$12,500.00) 0.00%
550	INSURANCE PROCEEDS						
	Fund 550 Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$7,546.01	(\$7,546.01) 0.00%

Humboldt Unified School District No. 22

Expenditure Budget Balance Report

Fiscal Year: 2013-2014

To Date: 8/26/2013

From Date: 7/1/2013

Summary Only

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Remaining Bud
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Fund: 555	TEXTBOOKS						
	Fund 555 Total:	\$60.00	\$60.00	\$0.00	\$0.00	\$0.00	0.00%
Fund: 570	INDIRECT COSTS						
	Fund 570 Total:	\$164,886.87	\$21,032.01	\$143,854.86	\$210,897.48	(\$67,042.62)	-40.66%
Fund: 595	SCHOOL BUS ADVERTISEMENT						
	Fund 595 Total:	\$500.00	\$0.00	\$500.00	\$0.00	\$500.00	100.00%
Fund: 596	JTED - MTN. INSTITUTE						
	Fund 596 Total:	\$30,516.81	\$2,518.98	\$27,997.83	\$39,229.54	(\$11,231.71)	-36.80%
Fund: 610	CAPITAL OUTLAY						
	Fund 610 Total:	\$5,693,239.93	\$159,241.11	\$5,533,998.82	\$349,760.53	\$5,184,238.29	91.06%
Fund: 630	BOND BUILDING						
	Fund 630 Total:	\$1,746,469.00	\$116,282.08	\$1,630,186.92	\$220,818.45	\$1,409,368.47	80.70%
Fund: 665	ENERGY REBATES						
	Fund 665 Total:	\$0.00	\$0.00	\$0.00	\$3,500.00	(\$3,500.00)	0.00%
Fund: 695	NEW SCH FACILITIES						
	Fund 695 Total:	\$0.00	\$0.00	\$0.00	\$74,915.49	(\$74,915.49)	0.00%
Fund: 700	DEBT SERVICE FUNDS						
	Fund 700 Total:	\$3,552,420.00	\$0.00	\$3,552,420.00	\$0.00	\$3,552,420.00	100.00%
Fund: 850	STUDENT ACTIVITIES						
	Fund 850 Total:	\$400.00	\$2,101.17	(\$1,701.17)	\$332.52	(\$2,033.69)	-508.42%
Fund: 855	EMPLOYEE INSURANCE						
	Fund 855 Total:	\$28,292.63	\$294,995.63	(\$266,703.00)	\$140,294.40	(\$406,997.40)	-1438.53%

Humboldt Unified School District No. 22

Expenditure Budget Balance Report

Fiscal Year: 2013-2014

Account Number / Description

	<input checked="" type="checkbox"/> Summary Only	From Date: 7/1/2013	To Date: 8/26/2013	
		YTD	Encumbrance	Budget Balance
	Range To Date		% Remaining Bud	
	\$3,627,677.10	\$3,627,677.10	\$29,318,342.71	\$15,405,322.96
Grand Total:	\$48,351,342.77	\$3,627,677.10	\$44,723,665.67	31.86%

End of Report



CONSENT
Item 8E.

Student Activities
Report

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # **0E**
FROM: Cynthia Windham Reading
Finance Director
DATE: September 10, 2013 Discuss
SUBJECT: Student Activities - Board Report Action
Consent X

OBJECTIVE: Goal # Planning for Future Student Needs

SUPPORTING DATA:

Attached is the monthly Student Activities Report.

This report summarizes student activities(club) expenditures and current encumbrances per fund.

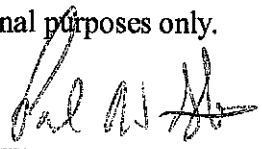
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SUMMARY & RECOMMENDATION:

No action necessary. Reports presented for informational purposes only.

Approved for transmittal to the Governing Board:



Dr. Paul Stanton, Superintendent

Questions should be directed to: Cynthia Windham, Finance Director

Humboldt Unified School District No. 22

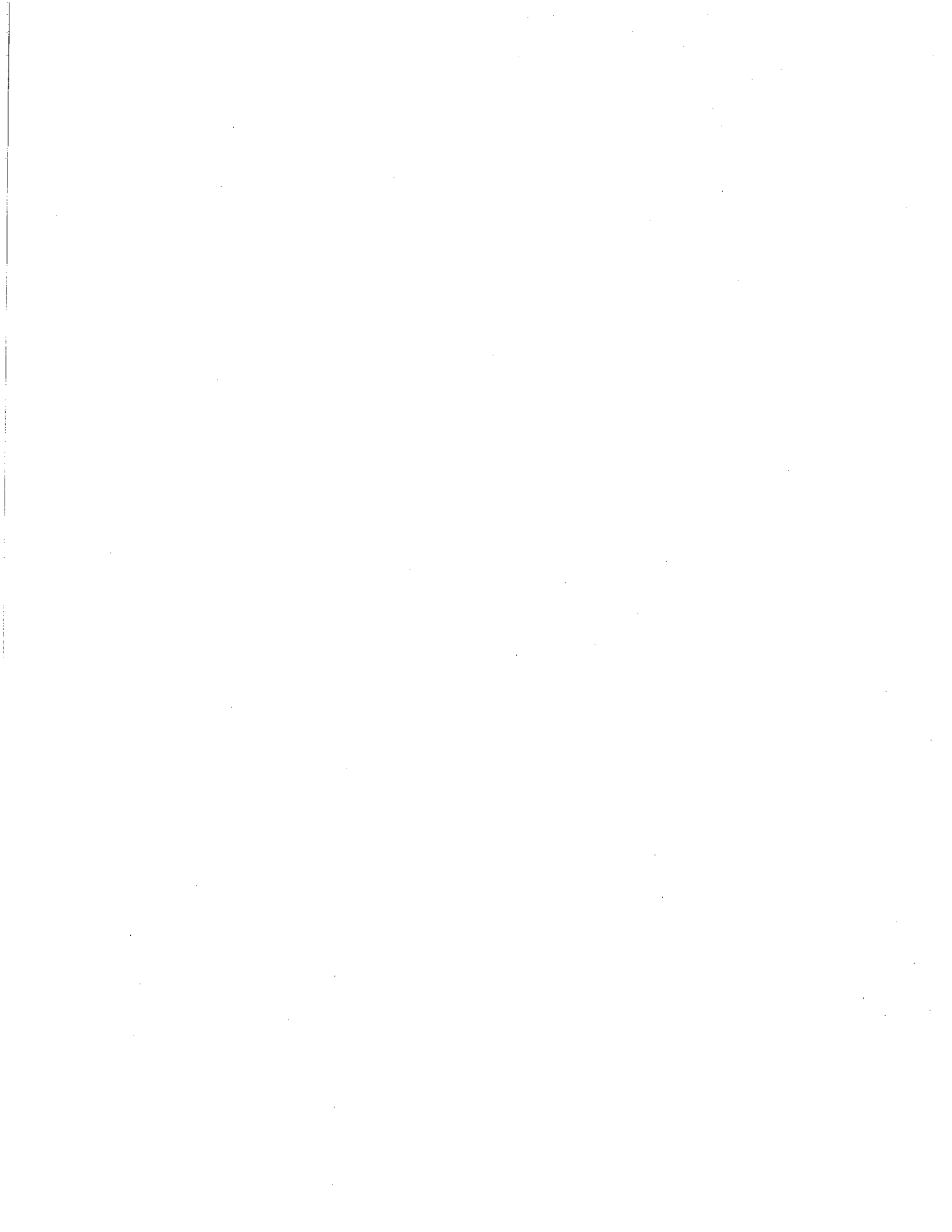
850 STUDENT ACTIVITIES BOARD REPORT

From Date: 7/1/2013 To Date: 8/31/2014

Fiscal Year: 2013-2014 Subtotal by Collapse Mask Include pre encumbrance Print accounts with zero balance Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
850.100.1000.6000.110.1319	GENERIC EXPENSE COURSE: STUDENT COUNCIL - 1319	\$400.00	\$0.00	\$0.00	\$400.00	\$0.00	\$400.00	100.00%
850.610.1000.6610.125.1319	UNIT: LVES - 110	\$400.00	\$0.00	\$0.00	\$400.00	\$0.00	\$400.00	100.00%
850.610.1000.6610.125.1319	GENERAL SUPPLIES DUES AND FEES COURSE: STUDENT COUNCIL - 1319	\$0.00	\$0.00	\$0.00	\$0.00	\$123.39	(\$123.39)	0.00%
850.610.1000.6610.125.1319	UNIT: GHMS - 125	\$0.00	\$0.00	\$0.00	\$0.00	\$223.39	(\$223.39)	0.00%
850.610.1000.6731.230.1319	Furn & Equip > \$1000	\$0.00	\$1,376.17	\$1,376.17	(\$1,376.17)	\$109.13	(\$1,485.30)	0.00%
850.610.1000.6890.230.1319	MISC EXPENDITURES COURSE: STUDENT COUNCIL - 1319	\$0.00	\$725.00	\$725.00	(\$725.00)	\$0.00	(\$725.00)	0.00%
850.610.1000.6890.230.1319	UNIT: BMHS - 230	\$0.00	\$2,101.17	\$2,101.17	(\$2,101.17)	\$109.13	(\$2,210.30)	0.00%
Grand Total:		\$400.00	\$2,101.17	\$2,101.17	(\$1,701.17)	\$332.52	(\$2,033.69)	-508.42%

End of Report



CONSENT
Item 8F.

Account Signers

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8F
FROM:	Cynthia Windham, Finance Director	Reading
DATE:	September 10, 2013	Discuss
SUBJECT:	Bank Accounts – Authorized Signers	Action
		Consent X

OBJECTIVE: Annual Requirement

SUPPORTING DATA:

The finance office is requesting the following individuals be added (or retained) on the District bank accounts:

JPMorgan Chase Bank, NA
#0003854546 HUSD Payroll

National Bank of Arizona
#0450001924 Clearing Account
#0061000725 Insurance Account
#0061000774 Revolving Account
#0450009176 BMHS Athletic Account
#0450002724 GHMS Athletic Account
#0450002716 BMMS Athletic Account
#0450012316 LTS Athletic Account
#0061000717 Food Service Account

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

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

#0450009176 Bradshaw Mtn. High School Athletic Account
Kort Miner – Principal
Mark Ernster – Athletic Director
Vikki Smith – Athletic Secretary
Jeremy Hendrix – Asst. Principal

#0450002724 Glassford Hill Middle School Athletic Account
Dr. Terri Matteson – Principal
Sandra Clark – Teacher

#0450002716 Bradshaw Mtn. Middle School Athletic Account
Jessica Bennett – Principal
Darla Lindberg – Secretary

#0450012316 – Liberty Traditional School Athletic Account
Michael DeRois – Principal
Teresa Herman – Secretary

#0061000717 Food Service Account
Tami Hitt-Wyant – Food Service Director
Pamela Liuzzo – Nutritionist

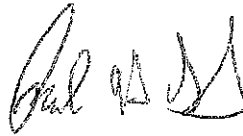
All District bank accounts require two signatures.

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

Sample Motion:

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

Approved for transmittal to the Governing Board: _____



Dr. Paul Stanton

Questions should be directed to:

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



CONSENT
Item 8G.

YCC - IGA

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item #	86
FROM:	Danny Brown, Director of Federal Programs/School Improvement	Reading	
DATE:	September 10, 2013	Discuss	
SUBJECT:	Renewal of Yavapai College Dual Credit Inter-Governmental Agreement (IGA) with Bradshaw Mt. High School	Action	
		Consent	X
<hr/>			
OBJECTIVE:	Goal #1 – Raising Student Achievement		

SUPPORTING DATA:

Bradshaw Mt. High School currently offers courses that meet Yavapai College requirements in the areas of curricular content and instructor credentials. The IGA formalizes this process and allows high school students to earn dual credit. The courses meet requirements for the 2013-14 school year are: College Composition I, College Composition II, College Mathematics, College Algebra, Pre-calculus, Nursing Assistant, Introduction to Computer Networking Technology, A+ Computer Technician Certification, Networking+: Networking Technologies Certification, and Introduction to Windows Server. Future considerations for other courses will be brought to the Board prior to any implementation.

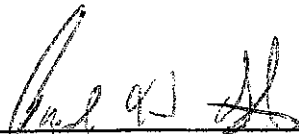
Contained in the IGA is a reciprocal Services Agreement that states a course taught by a qualified Humboldt Unified School District instructor will result in tuition being waived for dual enrollment classes, as both parties obtain a public benefit through this agreement.

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve renewal of the IGA between Yavapai College and Humboldt Unified School District for the following course offerings: College Composition I, College Composition II, College Mathematics, College Algebra, Pre-calculus, Nursing Assistant, Introduction to Computer Networking Technology, A+ Computer Technician Certification, Networking+: Networking Technologies Certification, and Introduction to Windows Server.

Sample Motion:

I move to approve the Inter-Governmental Agreement between Yavapai College and Bradshaw Mountain High School for dual enrollment courses for the 2013-14 school year.

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

Questions should be directed to: Danny Brown, Director of Federal Programs (759-4010)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
Yavapai Community College District
AND
Humboldt Unified School District #22**

This Intergovernmental Agreement ("Agreement") is entered into this 1st day of July, 2013 between Yavapai Community College District ("College"), and Humboldt Unified School District #22 ("School District") (collectively "Parties"). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") § 11-951.

BACKGROUND

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

College has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

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

AGREEMENT

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

1. PURPOSE

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

2. DEFINITION

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

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

- B. applicable to a community college occupational degree or certificate program.
- C. Notwithstanding the foregoing, physical education shall not be available as a Dual Enrollment Course.

3. EFFECTIVE DATE AND TERM

- A. This Agreement shall be effective:
 - i. After the governing boards of School District and College have approved it; and
 - ii. On the date that authorized representatives of both Parties have signed it (“Effective Date”).
- B. The term of this Agreement shall be from the Effective Date through June 30, 2014 (“Term”).

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

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

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

- C. Students enrolled in Dual Enrollment Courses shall be admitted to College for college level credit under current procedures for admission of students to College, and in compliance with A.R.S. § 15-1821.01 and A.R.S. § 15-1805.01. A student who is under eighteen (18) years of age may be

granted admission if the student meets the pre-requisites for the Dual Enrollment Course and the student achieves any one of the following:

1. a composite score of ninety-three (93) or more on the preliminary scholastic aptitude test;
2. a composite score of nine hundred thirty (930) or more on the scholastic aptitude test;
3. a composite score of twenty-two (22) or more on the American college test;
4. a passing score on the relevant portions of the Arizona instrument to measure standards test;
5. the completion of a college placement test designated by College that indicates the student is at the appropriate college level for the course; or
6. is a graduate of a private or public high school or has a high school certificate of equivalency.

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

D. College has the right to limit the number of semester hours in which a student may enroll in Dual Enrollment Courses to not less than six (6) credit hours per semester.

E. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq.*

F. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 5.1(E) below, College may waive the class status requirements set forth in Section 4.1(A) for up to twenty-five percent (25%) of the students enrolled for Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course which shall include a demonstration, by an examination of the specific purposes and requirements of the course, that freshman and sophomore students who meet the Dual Enrollment Course prerequisites are prepared to benefit from the college level course. College shall report all exceptions and the justification for each exception.

G. College will provide to School District the instructional information necessary to meet the goals of the courses delivered, including but not limited to College approved textbook titles, syllabi, course outlines and grading standards applicable to the Dual Enrollment Courses.

H. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College courses are applied to the Dual Enrollment Courses.

I. For each student, College will assign an identification number to the student that shall correspond to or reference the Student Accountability Information System (SAIS) number assigned to the student. School District will provide College with the SAIS number for each student as provided in Section 5.1(G).

J. College will grant College credit for a Dual Enrollment Course when a student satisfactorily completes the course.

4.2 Instructors and Instruction

A. College will ensure that School District instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College campus.

B. If College is providing the instructor for a Dual Enrollment Course, College will provide at College's expense a substitute instructor, as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Dual Enrollment Course.

4.3 Assessment and Monitoring

A. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.

B. College will involve full-time College faculty who teach a particular discipline in the selection, orientation, ongoing professional development and evaluation of School District faculty teaching Dual Enrollment Courses.

C. College will designate a liaison officer to assist with dual enrollment activities and to meet with the liaison designated by School District as necessary and, at least once within a two-year period, to review Dual Enrollment Course outlines and School District's high school Scope and Sequence, and to review and amend the course outlines as necessary.

D. College will provide career counseling and advisement for School District students while they are enrolled in Dual Enrollment Courses.

4.4 Policy and Procedure

A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.

B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.

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

4.5 Students with Disabilities

A. After notification from School District of a student's need, if College is providing the instructor, College will cooperate with School District to ensure the instructor complies with Section 504 of the Rehabilitation Act of 1973, as amended, and the Individuals with Disabilities Education Act ("IDEA"). College shall work with School District in determining appropriate accommodations, however, School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations.

B. College will provide training and guidance to instructors and other personnel in the area of compliance with the Americans with Disabilities Act ("ADA") and Rehabilitation Act of 1973, as amended, as the Acts specifically relate to instructing students in a postsecondary education situation.

4.6 Reporting

College will submit a report to the Joint Legislative Budget Committee pursuant to A.R.S. § 15-1821.01(2)(b) when necessary, and School District will provide College with data that is required for inclusion in any such report in a timely fashion, as specified in Section 5.6.

5. OBLIGATIONS OF SCHOOL DISTRICT

5.1 General Course Requirements

A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 5.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.

B. Pursuant to A.R.S. § 15-1821.01(6), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901, in a school in School District, except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.

C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the policies, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of School District at the School District facility during the day.

D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in courses.

E. The School District Superintendent or designee may allow freshman and sophomore students to enroll in Dual Enrollment Courses subject to Section 4.1(F) above.

F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall

provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.

G. For each student enrolling in a Dual Enrollment Course, School District will enroll the student using the student's SAIS number and provide that number to College.

5.2 Instructors and Instruction

A. If School District is to provide the instructor, School District will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Courses and submit each instructor's name and credentials to College for approval.

B. School District will ensure that instructors teaching Dual Enrollment Courses provide instruction in accordance with policies, regulations and instructional standards of College and comply with College assessments.

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

5.3 Assessment and Monitoring

A. School District will designate a liaison officer to assist with dual enrollment activities and to meet with the College designated liaison as necessary and, at least once within a two-year period, to review Dual Enrollment Course outlines and School District's high school scope and sequence to review and amend the course outlines as necessary.

B. School District will provide counseling and advisement for School District students while they are enrolled in Dual Enrollment Courses.

5.4 Policy and Procedure

A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:

1. has completed the necessary registration forms;
2. has completed College assessment examinations, if required by College;
3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
5. is aware of the requirements for determination of resident/nonresident tuition.

B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor's participation in the dual enrollment program for failure to follow College requirements.

C. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to FERPA, School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

5.5 Students with Disabilities

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

5.6 Reporting

School District will provide to College any data or other information that is required for the submission of the report required by A.R.S. § 15-1821.01(2)(b).

5.7 Facilities and Funding

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

B. Payment, if any, for facilities and ancillary services shall be designated in Exhibit A attached to this Agreement.

6. MUTUAL AGREEMENTS

6.1 Instructor

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

notify College in writing of such substitution. The instructor must be approved by College pursuant to the terms of this Agreement.

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

6.2 Student

Each student enrolled in a Dual Enrollment Course, even though enrolled as a College student during the term of the Dual Enrollment Course, shall remain a student of School District and shall follow the schedule and calendar of classes as established by School District and approved by College.

6.3 Removal from Course

School District retains the right to refuse to allow a student to enroll in a Dual Enrollment Course and to discipline and/or remove any student from the Dual Enrollment Course in accordance with School District policies. College shall have the right to request School District to remove a student from a Dual Enrollment Course in accordance with College policy.

6.4 Schedule and Number of Students

School District and College shall mutually determine the schedule of, and maximum and minimum number of students to enroll in, each Dual Enrollment Course. Such schedule shall not be changed except by written agreement of School District and College. School District and College must mutually agree if any student who is not a student of School District will be enrolled in a Dual Enrollment Course; provided, however, that any such student must comply with the admissions requirements and course prerequisite requirement provisions of this Agreement.

6.5 Availability of Instructors

Availability of Dual Enrollment Courses offered by College shall be dependent on the availability of appropriately qualified instructors. College may compensate School District for the services of a qualified instructor provided by School District or, alternatively, College may provide a qualified instructor to deliver any Dual Enrollment Course.

6.6 Guidelines

School District and College shall ensure that each student enrolled in a Dual Enrollment Course, and all personnel of School District and all personnel of College who are involved in the dual enrollment program are provided with dual enrollment guidelines, and that such persons agree to review and comply with the guidelines.

6.7 Rigor of Courses

College and School District agree that college level courses are rigorous and demanding courses, and the standards and criteria of any Dual Enrollment Course shall meet statutory and College criteria, and such criteria shall not be diminished for the purpose of the dual enrollment program.

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

7.1 Fees

Fees and charges for the Dual Enrollment Courses and program are provided on Exhibit A attached to this Agreement.

7.2 Supplies

School District will provide and pay for basic textbooks, workbooks, supplies and other costs related to the teaching of and the administration of Dual Enrollment Courses within School District.

7.3 Tuition

A. Either the student or School District shall be responsible for payment of tuition to College, as specified in Exhibit A.

B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth in Exhibit A. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.

C. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the total number of student credit hours for which each student has enrolled each term, and depending upon the residency status of the student. Pursuant to A.R.S. § 15-1802(C), the residency of an unemancipated student under the age of nineteen years will be that of the student's parent or legal guardian, and any student who is not a legal resident of Arizona will be charged out of state tuition rates.

7.4 Billing Format

The format for the billing of all services pursuant to this Agreement is set forth on Exhibit A. The Billing Format shall include all information required by A.R.S. § 15-1821.01(1)(a).

8. CONTINUATION OF AGREEMENT

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

9. RECORDS

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

10. CONFIDENTIALITY

All written student records shall be kept confidential in accordance with FERPA and regulations adopted pursuant to FERPA, the IDEA and regulations adopted thereunder, and applicable state laws and school board policies controlling the disclosure of personally identifiable information from a student's education records.

11. TERMINATION/DISPOSITION OF PROPERTY

11.1 Termination

Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than 90 days prior to the intended date of termination. Except as provided in this section 11, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

11.2 Risk to Health or Safety

If either Party has reason to suspect that any activities undertaken pursuant to this Agreement present a risk to the health or safety of students or is contrary to the Party's mission or operations, that Party may request that a meeting between the Parties be convened within 48 hours and promptly confirm the meeting in writing. In such circumstances, the Parties to this Agreement will attempt to reconcile differences within five working days of such meeting. If reconciliation is not achieved within the five day period, this Agreement will automatically terminate.

11.3 No Relief from Obligations

Termination shall not relieve either Party from its obligation to pay for services provided prior to termination and those for any student already admitted and enrolled in a course or courses and obtaining dual credit at the time of termination or notice thereof.

11.4 Disposition of Property

The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or purchased by College for the program shall be retained by College, and equipment furnished or purchased by School District for the program shall be retained by School District.

12. RESPONSIBILITY

12.1 Conduct of Operations

Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while performing services under this Agreement, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits.

12.2 Indemnification

Each Party, to the greatest extent legally permissible, shall indemnify, defend, and hold harmless the other Party from any liability resulting from the negligence, intentionally tortious, or willful misconduct of the indemnifying Party's employees, officers, students and agents.

13. CANCELLATION FOR CONFLICT OF INTEREST

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

14. NON-ASSIGNABILITY

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

15. COMPLIANCE WITH NON-DISCRIMINATION LAWS

To the extent applicable, the Parties shall comply with all College policies and State and Federal laws and regulations, including Executive Order 99-4, which prohibit discrimination against any person based on race, religion, handicap, color, age, sex, sexual orientation, political affiliation or national origin, and the Parties shall prohibit discrimination in the employment or advancement in employment of a qualified person because of physical or mental disability including all applicable provisions of the ADA.

16. RIGHTS/OBLIGATIONS OF PARTIES ONLY

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

17. ENTIRE AGREEMENT

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

18. INVALIDITY OF PART OF THE AGREEMENT

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

19. GOVERNING LAW

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

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

20. NOTICE

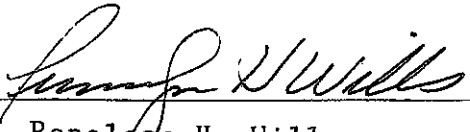
All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed United States postage prepaid or delivered personally to the respective parties at the following addresses:

If to College:
Yavapai College
Attn: Purchasing and Contracting Department
1100 E. Sheldon Street
Prescott, AZ 86301

If to School District:
Dr. Paul Stanton, Superintendent
Humboldt Unified School District No. 22
6411 N. Robert Road
Prescott Valley, AZ 86314

COLLEGE

SCHOOL DISTRICT

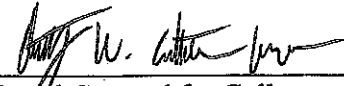

By: Penelope H. Wills
Title: President

By:
Title:

Date

Date

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

By:  7/18/13
Legal Counsel for College

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

By: _____
Legal Counsel for School District

EXHIBIT A

FINANCIAL PROVISIONS

1. APPROVED TUITION AND FEES APPLICABLE TO THIS AGREEMENT

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

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

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

The School District shall be responsible for paying student tuition for CNT courses.

3. ADDITIONAL CHARGES

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

4. FINANCIAL AID POLICIES

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

5. FORMAT FOR BILLING

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

6. FULL TIME STUDENT EQUIVALENT

Amount College received in FTSE in prior academic year	<u>64.8</u>
Portion of that FTSE distributed to School District	<u>0</u>
Amount School District returned to College	<u>0</u>

EXHIBIT B

Name of School District Humboldt Unified School District #22

Enrollment Term 2013/14

**TYPE OF INSTRUCTION
DUAL ENROLLMENT COURSES****COURSES AND CREDITS**

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

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

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

[Insert listing with Course number, Title, Total Course credits, Semester, Location, Instructor]

TITLE	COURSE	CREDITS	SEMESTER	INSTRUCTOR	MAX
Intro to Computer Networking Technology	CNT 100	3	1	Cutter	24
A+ Computer Technician Certification	CNT 110	4	1	Cutter	24
Network+: Networking Technologies Certification	CNT 115	4	2	Cutter	24
Introduction to Windows Server	CNT 120	3	2	Cutter	24
College Composition I	ENG 101	3	1	Goligoski	22
College Composition I	ENG 101	3	1	Leveron	22
College Composition II	ENG 102	3	2	Goligoski	22
College Composition II	ENG 102	3	2	Leveron	22
College Mathematics	MAT 142	3	1	Schmidt	
College Mathematics	MAT 142	3	1	Washburn	
College Algebra	MAT 152	3	2	Schmidt	
College Algebra	MAT 152	3	2	Washburn	
Precalculus	MAT 187	5	2	Young	
Nursing Assistant	NSG 114	5	2	McCulley	20



CONSENT

Item 8H.

Good Samaritan - IGA

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 814
FROM: Danny Brown, Director of Federal Programs/School Improvement Reading
DATE: September 10, 2013 Discuss
SUBJECT: Good Samaritan Society Clinical Affiliation Agreement Action
Consent X

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

SUPPORTING DATA:

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

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

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve renewal of the affiliation agreement between Humboldt Unified School District and Good Samaritan Society for the second semester of school year 2013-14.

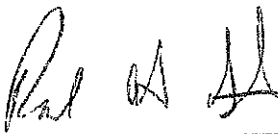
Other than the date, there are no changes from last year's IGA.

The attached agreement has been reviewed by legal counsel. There are no financial obligations by either entity.

Sample Motion:

I move to approve renewal of the affiliation agreement between Humboldt Unified School District and Good Samaritan Society for the second semester of school year 2013-14.

Approved for transmittal to the Governing Board:



Dr. Paul Stanton, Superintendent

Questions should be directed to: Danny Brown, Director of Federal Programs (759-4010)

BUSINESS ASSOCIATE ADDENDUM – HIPAA PRIVACY, SECURITY AND HITECH

This Business Associate Addendum ("Addendum") supplements and is made a part of the ("Agreement") entered into by and between The Evangelical Lutheran Good Samaritan Society d/b/a Good Samaritan Society – Prescott Valley, Covered Entity ("CE"), and Humbolt Unified School District, Business Associate ("BA"), on August 5, 2013 agreement. This Addendum is effective as of 2013-2014 School Year ("Addendum Effective Date").

RECITALS

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

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

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

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

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

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

- P. **Technology and Methodology Standards.** BA shall adopt the technology and methodology standards required in any guidance issued by the Secretary pursuant to HITECH §§ 13401-13402.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

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

IV. OBLIGATIONS OF COVERED ENTITY

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

V. PERMISSIBLE REQUESTS BY COVERED ENTITY

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

VI. TERM AND TERMINATION

- A. **Term.** The Term of this Addendum shall be effective as of January 2014, and shall terminate when all of the PHI provided by CE to BA, or created or received by BA on behalf of CE, is destroyed or returned to the CE, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Article VI.
- B. **Termination for Cause.** Upon CE's knowledge of a material breach by BA, CE shall either:
1. provide an opportunity for BA to cure the breach or end the violation and if BA does not cure the breach or end the violation within the time specified by CE, terminate this Addendum and the underlying Agreement.
 2. immediately terminate this Addendum and the underlying Agreement if BA has breached a material term of this Addendum and cure is not possible; or,
 3. report the violation to the Secretary if neither cure of the breach nor termination of this Addendum are feasible.
- C. **Effect of Termination.** Except as provided in section VI.D. of this Addendum, upon termination of this Addendum, for any reason, BA shall return or destroy all PHI received from CE, or created or received by BA on behalf of CE. This provision shall apply to PHI that is in the possession of subcontractors or agents of BA. BA shall retain no copies of the PHI.
- D. **Return or Destruction of PHI Not Feasible.** In the event that BA determines that returning or destroying PHI is not feasible, BA shall notify CE in writing of the conditions that make return or destruction infeasible. If return or destruction of the PHI is infeasible, BA shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as BA maintains such PHI.

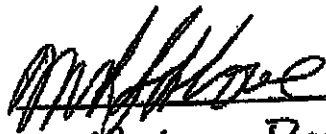
VII. MISCELLANEOUS

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

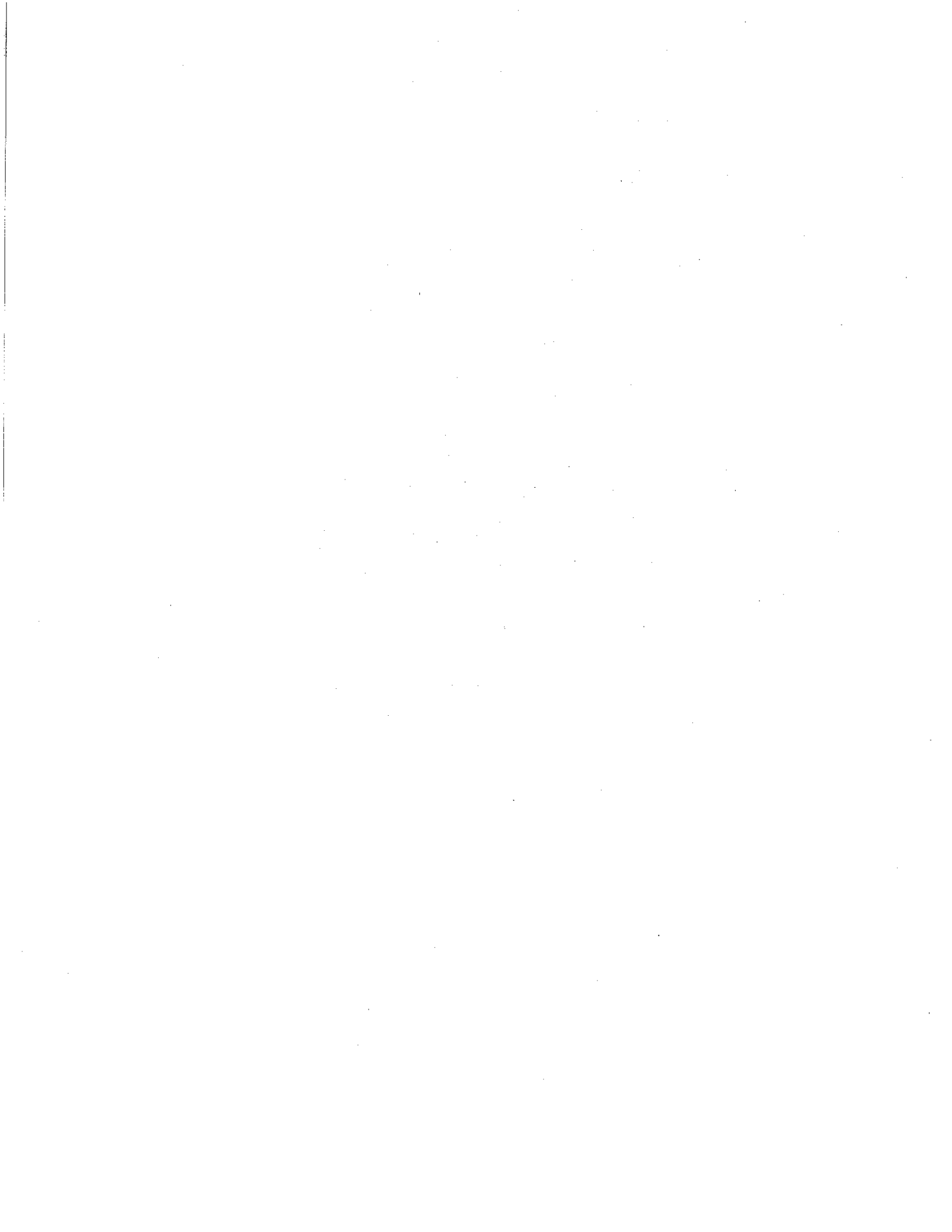
IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY

BUSINESS ASSOCIATE

Signed: 
 Print Name: Michael Berlowe
 Title: Director of Nursing

Signed: _____
 Print Name: _____
 Title: _____



CONSENT
Item 8l.

APS Easement @ HES

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 8 I
FROM:	Cynthia Windham, Finance Director	Reading
DATE:	September 10, 2013	Discuss
SUBJECT:	Arizona Public Service – Rural Schools Solar Program (RSSP) Easement for Humboldt Elementary School	Action Consent X

SUPPORTING DATA:

The District applied for and was approved for the Rural Schools Solar Program (RSSP) sponsored by Arizona Public Service at Humboldt Elementary School.

The Governing Board approved the Memorandum of Understanding with APS for this project on April 3, 2013, and approved the original Utility and Access Easement for APS-Owned Interconnected Solar Installations on June 25, 2013.

Recently APS was requested to extend electric power for an additional transformer on the Humboldt Elementary School property, to serve the solar installation.

The easement agreement is attached and falls within the scope of the original easement. No further legal review is required.


SUMMARY & RECOMMENDATION:

It is recommended that the Board approve this utility easement request.

Sample Motion:

I move to approve the Utility and Access Easement for APS-Owned Interconnected Solar Installation for an additional transformer at Humboldt Elementary School.

Approved for transmittal to the Governing Board:



Dr. Paul Stanton, Superintendent

Questions should be directed to: Mr. Kenneth Johnson, Project Manager (759-5011)
Dr. Paul Stanton, Superintendent (759-4000)

APS FOLDER

SE - 15 - 13N - 1E

34.503874, -112.239665

APN: 402-09-022C & 402-09-018A

NWP-13-65

WA154341

PJF - JBC

UTILITY EASEMENT

Humboldt Unified School District No. 22 of Yavapai County, a Political Subdivision of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Yavapai County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

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Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves the right to use the Easement Premises for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

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EXHIBIT "A"

(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY)

As recorded in Book 34 of Land Surveys, Pages 53 and 54, Yavapai County Recorder's Office, described as follows:

That part of the Town of Humboldt, a Subdivision recorded in book 2 of Maps, page 9, records of Yavapai County, said property also being located in the Southeast quarter of Section 15, Township 13 North, Range 1 East of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the East quarter corner of said Section 15;

Thence South $00^{\circ}04'50''$ West along the East line of the Southeast quarter of said Section 15, a distance of 532.12 feet;

Thence North $89^{\circ}55'10''$ West, a distance of 25.00 feet to the North corner of Block 25, of said Town of Humboldt Subdivision, said point also being the TRUE POINT OF BEGINNING;

Thence South $00^{\circ}04'50''$ West along the right-of-way line of Hecla Street, a distance of 739.04 feet to the Southeast Corner of Block 23 of said Town of Humboldt Subdivision, said point also being on the West right-of-way line of Hecla Street and the Easterly right-of-way line of Prescott Street;

Thence North $41^{\circ}00'53''$ West along said Easterly right-of-way line of Prescott Street and the Westerly line of said Block 23, a distance of 437.02 feet to the Southwesterly corner of Said Block 23;

Thence South $60^{\circ}06'48''$ West, a distance of 55.92 feet to the Northeast corner of Lot 9, Block 19 of said Town of Humboldt;

Thence South $48^{\circ}57'07''$ West along the Easterly line of said Block 19, a distance of 283.93 feet to the beginning of a non-tangent circular curve the center of which bears North $62^{\circ}11'59''$ East, a distance of 524.63 feet therefrom;

Thence Southeasterly along said curve through a central angle of $02^{\circ}14'03''$, a distance of 20.46 feet to a point on the extension of the Westerly line of Block 20 of said Town of Humboldt Subdivision;

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EXHIBIT "A"
(continued)

Thence South 48°57' 07" West along said extension a distance of 126.78 feet to the beginning of a non-tangent circular curve, the center of which bears South 41°13'24" West, a distance of 403.16 feet therefrom;

Thence Northwesterly along said curve through a central angle of 08°02'00", a distance of 56.53 feet to a point on the Easterly right-of-way line of Huron Street;

Thence North 20°10'18" East along said Easterly right-of-way line, a distance of 13.49 feet to the beginning of a circular curve the center of which bears North 69°49'42" West a distance of 100.00 feet therefrom;

Thence Northwesterly along said curve through a central angle of 71°49'45", a distance of 125.37 feet to the beginning of a reverse circular curve, the center of which bears North 38°20'33" East, a distance of 49.96 feet therefrom;

Thence Northeasterly along said curve and Easterly right-of-way Line through a central angle of 72°45'38", a distance of 63.44 feet;

Thence North 21°06'11" East along said Easterly right-of-way line, a distance of 86.65 feet to the beginning of a non-tangent circular curve the center of which bears North 54°11'36" West, a distance of 816.20 feet therefrom;

Thence Northeasterly along said curve and East right-of-way line through a central angle of 00°49'47", a distance of 11.82 feet;

Thence North 34°58'37" East along said East right-of-way line, a distance of 98.97 feet;

Thence North 11° 08 '22" West along said East right-of-way line, a distance of 20.13 feet;

Thence North 12°08'38" East along said East right-of-way line, a distance of 134.44 feet;

Thence North 27°58 '55" East along said East right-of-way line, a distance of 137.46 feet;

Thence North 41°24'55" East along said East right-of-way line, a distance of 265.73 feet;

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EXHIBIT "A"
(continued)

Thence North $35^{\circ}06'39''$ East along said East right-of-way line, a distance of 53.56 feet;

Thence North $61^{\circ}40'38''$ East along said Easterly right-of-way line, a distance of 67.08 feet;

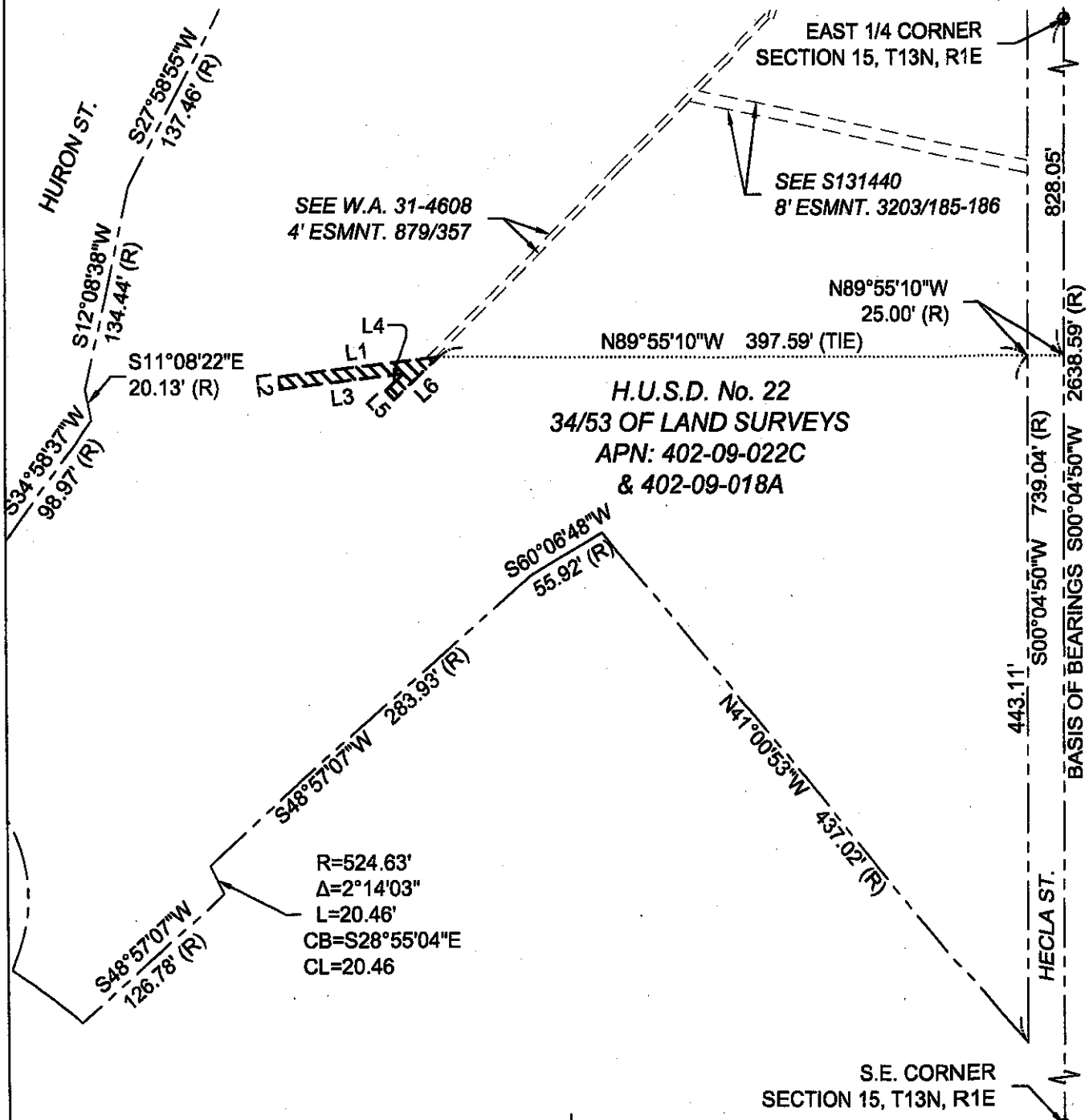
Thence South $54^{\circ}52'57''$ East along the Southerly property line of Lots 9 and 30, Block 26 of said Town of Humboldt Subdivision, a distance of 296.15 feet to the Southeast corner of said Lot 30;

Thence South $38^{\circ}26'03''$ East, a distance of 52.13 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"

SKETCH SHOWING LOCATION AND LIMITS OF
UTILITY EASEMENT

PAGE 7 OF 8



W#: WA154341

DATE: 08/12/13

SE 1/4 SEC 15 T 13 N R 1 E

SCALE: 1"=100'

R/W: FRAHER

SURVEY: FRAHER, COMBS

DRAWN BY: FRAHER

EXHIBIT "B"

LINE DATA TABLE FOR UTILITY EASEMENT

PAGE 8 OF 8

Line Table		
LINE	BEARING	LENGTH
L1	S82° 55' 49"W	106.06
L2	S07° 04' 11"E	8.00
L3	N82° 55' 49"E	82.02
L4	S46° 07' 21"W	16.01
L5	S43° 52' 39"E	8.00
L6	N46° 07' 21"E	40.05

W#: WA154341
DATE: 08/12/13
SE 1/4 SEC 15 T 13 N R 1 E
SCALE: 1"=100'
R/W: FRAHER
SURVEY: FRAHER, COMBS
DRAWN BY: FRAHER

CONSENT

Item 8J.

Gifts & Donations

Gifts & Donations

Michelle Stevens
4280 N. Capri Circle, Prescott Valley
Donated a Giraffe V2 3-Way Early Intervention System
With the donor's value of \$2,000
To be used by the Special Services Department

DISCUSSION

Item 9A.

GHMS Report

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 9A
FROM: Dr. Terri Matteson, Principal Glassford Hill MS Reading
DATE: September 10, 2013 Discuss X
SUBJECT: Glassford Hill Middle School report to the Governing Board Action
Consent

OBJECTIVE: To share the great things happening at GHMS this school year

To the HUSD Governing Board and Dr. Paul Stanton, Superintendent:

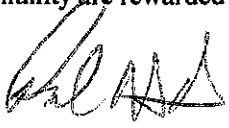
As it is early in the school year this report will be brief, but I do want to take a moment to share with the Governing Board some of the exciting things we are putting in place at GHMS to continue "stalking success."

Glassford Hill Middle School is extremely proud of the success of our *iChoose Success* program. The entire staff agrees that the increase in the number of students passing the Spring 2013 AIMS and the amount of growth our students showed is a direct result of *iChoose Success*. Through our enrichment seminars and our Response to Intervention tutorials, our students receive the supports they need to grow academically.

A new addition to our *iChoose Success* program is Student Advisory Groups. In response to concerns from parents, students and staff about the lack of a school counselor for students, the GHMS staff created Student Advisory Groups. Each student on campus has been assigned to one staff member, in groups of 13 to 15 students, called a "House." House meetings occur approximately every 4 to 5 weeks when progress or quarterly grades, or district assessment results are released. In their House meetings, students work with the other members of their House and with their Advisor to analyze their grades and assessment results and to set goals for improvement. This encourages students to own their learning. The House also does team building together and the Advisor and members of the House provide support for each other throughout the school year. The Advisor becomes the "go to" person for that student and the point of contact for parents. Students were given the opportunity to select an advisor and we did our best to place each student with one of their top five choices.

In addition to our Student Advisory Groups we have also implemented a Respect for Learning culture at GHMS with our Respect for Learning Center and our Positive Behavior Intervention Strategies. Following our training last spring with the Arizona K12 Center on RtI and PBIS, we put together a team of certified and classified staff members who developed our Respect for Learning program. Students who choose to disrupt the learning process are referred to the Respect for Learning Center for a series of consequences and interventions, and those students who choose to be contributing members of our learning community are rewarded with Panther Paws, monthly rewards and semester celebrations.

Approved for transmittal to the Governing Board:



Dr. Paul Stanton, Superintendent

Questions should be directed to: Dr. Terri Matteson 759-4600

DISCUSSION

Item 9B.

Ed. Svcs. Update

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 98
FROM: Danny Brown, Director of Federal Programs/School Improvement Reading
DATE: September 10, 2013 Discuss X
SUBJECT: Educational Services Update Action
Consent

OBJECTIVE: Goal #1: Improving Student Achievement

SUPPORTING DATA:

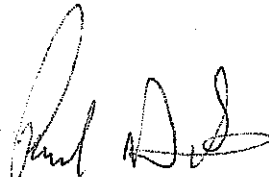
My monthly Educational Services update will include the following:

- Introduction of Dave Capka, Director of Career and Technical Education
- AdvancED accreditation progress update
- Title I Continuous Improvement Plan
- Move on When Reading Update

SUMMARY & RECOMMENDATION:

Sample Motion:

Approved for transmittal to the Governing Board:



Dr. Paul Stanton, Superintendent

Questions should be directed to: Danny Brown, Director of Federal Programs (759-4010)

DISCUSSION

Item 9C.

HR Update

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 9C
FROM: Dan Streeter, Director of Human Resources Reading
DATE: September 10, 2013 Discuss X
SUBJECT: HR Update Action

OBJECTIVE: Goal # 4 Attract and Retain Highly Effective Employees

SUPPORTING DATA:

At the October 16, 2012 Governing Board meeting, the HUSD Governing Board approved a fourth Board goal, to *attract and retain highly effective employees through fair and equitable practices that meet the needs of our employees in an effort to ensure student success*. Currently the HR Department is working collaboratively with administrators at the school sites and district office on the following activities:

Budget Presentations

During the first few weeks of the school year the district administration has been providing budget updates at each campus. The purpose of these updates has been to review the state and local economies, as well as the impact on HUSD. These meetings have included staff meetings in addition to meetings with individual PTOs at each site.

New Teacher Evaluation

The District is implementing the New Teacher Evaluation System for the 2013-2014 school year. To meet the requirements of the state, the District is operating on a web based teacher evaluation system. This product is allowing our administrators and teachers to increase communication throughout the evaluation process while creating an opportunity for efficiencies for our employees.

Staffing

HUSD is welcoming fifty-three new teachers to the District. There are currently two and half teaching positions that remain unfilled. All new teachers to HUSD were invited to a countywide induction program sponsored by the YCESA. During this training, new teachers were introduced to the work of Dr. Harry Wong who emphasized the skill of classroom management.

As we move into the 2013-2014 school year, the Human Resources Department is looking forward to:

- Reviewing Job Descriptions
- Conducting a Market Analysis for Positions and Salaries
- Continuing Progress Towards a Paperless System
- Establishing an Induction Program for New Hires

Each activity is based on the strategic priorities identified to assist in the achievement of Board Goal #4:

- Attract highly effective employees to the District
- Retain highly effective employees in the organization
- Identify and increase the ways in which we can support our employees

SUMMARY & RECOMMENDATION: N/A

Approved for transmittal to the Governing Board:



Dr. Paul H. Stanton, Superintendent

Questions should be directed to: Dan Streeter @ 759-4006

DISCUSSION

Item 9D.

HUSD Tax Rates

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 90
FROM: Cynthia Windham, Finance Director Reading
DATE: September 10, 2013 Discuss X
SUBJECT: FY 13-14 Tax Rates Action

OBJECTIVE: Goal # Annual Requirement

FY 13-14 TAX RATES:

The Humboldt Unified School District's tax rates for the FY 13-14 year have been calculated and submitted to the Yavapai County Board of Supervisors for adoption. The rates for the upcoming year are as follows:

	FY 12-13	FY 13-14	Difference
Primary	\$4.0429	\$4.4131	.3702
Secondary	<u>\$1.0951</u>	<u>\$1.0915</u>	<u>-.0036</u>
	\$5.1380	\$5.5046	.3738

The rate of \$5.5046 represents a combined increase of .3738 cents over last year; or an approximate increase of \$37.38 per \$100,000 of assessed valuation per year, or \$3.12 per month.

The primary tax rate averaged over the past five years has been \$3.607

ELEMENTS AFFECTING THE PRIMARY TAX RATE

There are specific elements that effect the primary tax rate and they are as follows:

- Budget Allocation
 - Formulas set by the State
 - Based on District Student Attendance, etc.
- Assessed Valuation of the District
 - Specific to Each District Driven by the Market/Economy
 - Set by the County Assessor
- Qualifying Tax Rates
 - Set by the State
- Collection of Tax Levies
 - Specific to Each District Driven by the Economy
 - Delinquency Rate

Each of the above items represents factors that are specific to each individual school district and will affect area districts differently – even within the same County.

The one exception to the elements is the qualifying tax rate.

QUALIFYING TAX RATE - PRIMARY TAX RATE:

The qualifying tax rate is established by the State and is the determining factor between what percentage is to be paid of the total budget obligation by the State and the local taxpayers to fund school districts' budgets.

This rate increased in FY 13-14 from \$3.92 to \$4.25 and from FY 12-13 from \$3.54 to \$3.92. This "tax shift" was approved by the Legislators and represents a total of a 71 cents or 20% total increase in *tax burden shift* over the last two years as the District's assessed valuation declined by 24%.

In order to control the cost of state aid, the Legislature increased the Qualifying Tax Rate (QTR). The QTR is used to determine the amount of equalization assistance that the State provides to each school district.

ASSESSED VALUATION – PRIMARY TAX RATE:

Assessed valuation is the collective value of all property (residences, industrial, agriculture, vacant land, etc.) as determined by the county assessor in the school district.

During the years of economic growth; specifically FY 07/08 through FY 09-10, the District experienced lower tax rates due to a significant rise in the assessed valuation of its primary assessed valuation tax base. The assessed valuation increased over 30% in just three years time.

The rise in the assessed valuation of the District in those years can be attributed to both the increase in property valuations and the influx of new homeowners and businesses to Prescott Valley due to the growing economy.

As a result of the increase in assessed valuation, the District experienced **lower tax rates** in those years.

BOND DEBT – SECONDARY TAX RATE:

The effect of a declining assessed valuation has a direct correlation on the District tax rates as it pertains to the secondary tax rate.

During the recent tax years; specifically FY 07-08 through FY 09-10 the District experienced lower secondary tax rates due to a significant rise in the assessed valuation of its secondary tax base.

Unfortunately, the District's secondary assessed valuation has also been in decline during the last three years. In FY 11-12; FY 12-13; and FY 13-14 the secondary assessed valuation declined by 17%; 18%; and 7% respectively..

A declining assessed valuation will have the effect of an increase in tax rates.

BOND REPAYMENT SCHEDULE

At the time of the bond sale in 2007, the District **projected** the repayment of the bonds based on the historical trend of the assessed valuation calculated against the scheduled bond payments to cap at a high of 93 cents.

However, due to the decline in the assessed valuation the projected tax rate for the FY 13-14 was projected to be \$1.28.

This would have represented an increase of approximately 18 cents over last year's rate.

To provide relief to our taxpayers, the Governing Board determined that the refinancing of the eligible bonds, along with the restructuring of the existing bond repayments was in the best interest of our district taxpayers.

The restructuring/refinancing resulted in a current tax rate of \$1.09 vs. \$1.28 which was scheduled without the restructuring/refinancing.

The average on the secondary tax rate from FY 07-08 to present is 97 cents.

Effect of Tax Rates on the Taxpayers:

Although districts (and other taxing authorities) like the reporting factor of a lower tax rate, the actual effect on the taxpayers between a lower tax rate and a higher tax rate is somewhat nebulous.

If a decrease in the "collective" assessed valuation results in a **higher tax rate** – an individual property owner could actually pay **less in taxes** – depending on the individual property's value level of decrease.

The opposite can also be said: If an increase in the "collective" assessed valuation results in a **lower tax rate** – an individual property owner could actually pay **more in taxes** – depending on the individual property's value level of increase.

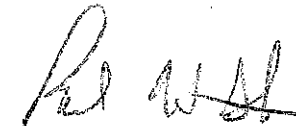
Individual properties increase and decrease at varying rates, so average increases only give an estimate on the impact of property owners.

Essentially, there can be a variance between the affect of increase/decrease in tax rates on homeowners in the same taxing jurisdiction.

SUMMARY & RECOMMENDATION:

None needed – discussion item only

Approved for transmittal to the Governing Board:



Dr. Paul Stanton, Superintendent

Questions should be directed to: Cynthia Windham 759-4000

ACTION
Item 10A.

Stipends
Lead Librarian

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 10 A
FROM: Dan Streeter, Director of Human Resources Reading
DATE: September 10, 2013 Discuss X
SUBJECT: Approval for Library Coordinator Stipend Action X

OBJECTIVE: Goal #1 Raise the Level of Student Achievement and Goal # 4 Attract and Retain Highly Effective Employees

SUPPORTING DATA:

At the March 23, 2010 Governing Board meeting, the Board approved an administrative recommendation to eliminate certified librarians in an attempt to realize a savings of approximately \$200,000 to address significant budget reductions. Included in this recommendation was a staffing model that included one Lead Librarian to be placed at the high school. This model was designed to meet accreditation requirements while providing oversight of all librarian assistants in the District.

Upon the Lead Librarian's retirement this past spring, the district administration met with principals and librarian assistants to discuss the District's best position for moving forward. Additionally, due to increased budget concerns across the country, AdvancED has removed the accreditation requirement for having a certified librarian at the secondary level.

With this requirement removed, and in collaboration with the different stakeholders, the district administration feels that school library leadership can best be supported by providing two (2) new Library Coordinator positions and increasing the number of work days for existing Librarian Assistants by five (5) days. One Library Coordinator position would be for the K-8 schools and one Library Coordinator position would be for the high school. The Library Coordinator positions would replace existing librarian assistants. It is recommended that these Library Coordinator positions be placed on the classified wage schedule as a Classification 7. This increased classification would provide compensation for the additional duties as outlined in the supporting documentation required of these employees.

This change is supported by the current librarian assistants and principals. Additionally, the District would realize a \$37,919.20 savings to the M&O budget as demonstrated in the supporting documentation.

SUMMARY & RECOMMENDATION:

It is recommended that the Governing Board approve two new Library Coordinator positions.

Sample Motion:

I move to approve two (2) new Library Coordinator positions as Classification 7 employees on the Classified Wage Schedule and increase the number of work days for Librarian Assistants from 195 days to 200 days.

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

Questions should be directed to: Dan Streeter @ 759-4006

POSITION CONTROL ANALYSIS

Current Position Structure

Position	Budget Allocation
Certified Lead Librarian (Vacant)	\$45,000
Classified Librarian Assistant	\$21,607.04
Classified Librarian Assistant	\$21,215.04
Classified Librarian Assistant	\$17,295.04
Classified Librarian Assistant	\$15,335.04
Classified Librarian Assistant	\$15,335.04
Classified Librarian Assistant	\$15,335.04
Classified Librarian Assistant	\$15,335.04
Classified Librarian Assistant	\$15,335.04
Classified Librarian Assistant	\$15,335.04
Total Budget Allocation	\$197,127.36

Proposed Position Structure

Position	Budget Allocation
Certified Lead Librarian (Vacant)	\$45,000
Classified Librarian Assistant	\$22,158.24
Classified Librarian Assistant	\$21,756.24
Classified Librarian Assistant	\$17,736.24
Classified Librarian Assistant	\$15,726.24
Classified Librarian Assistant	\$15,726.24

Classified Librarian Assistant	\$15,726.24
Classified Librarian Assistant	\$15,726.24
Classified Librarian Assistant	\$15,726.24
Classified Librarian Assistant	\$15,726.24
Increased Coordinator Pay * 2 (200 Days * 8 Hours/Day * \$1)	\$3,200
Total Proposed Budget Allocation	\$159,208.16
Proposed Savings	\$37,919.20

HUMBOLDT UNIFIED SCHOOL DISTRICT

JOB DESCRIPTION

Title: Library Coordinator **Classification:** 7

Reports To/Evaluated By: Site Administrator/Director of Educational Services

General Duties: This position requires multitasking, time management, and keyboarding skills, ability to follow established library procedures and interpersonal skills. The position works in cooperation of the school librarian assistants and site administrator to provide leadership for comprehensive library services to the school's student population.

Performance Duties:

1. Must have computer and filing skills and have the ability to work effectively with students under minimal supervision. Must be able to successfully operate the library e.g. group activity, reading books to students.
2. Serve as primary contact for all sites and library assistants.
3. Lead the preparation of books for cataloging (seven-step process). Be able to catalog books according to standards in use.
4. Work with teachers and librarian assistants to complement and reinforce classroom instruction. Be familiar with district, school, and department procedures and practices.
5. Assist students and faculty with computer generated library resources (e.g. Ebsco, Sirs, Internet, and YLN catalog). Monitor and assist students and faculty with other installed software programs (e.g. Word, Excel, Access, Power Point).
6. Check books in and out. This requires knowledge of the Follet Unison System at the elementary and junior high level and Dynix at the high school level or other related inventory systems. Check on overdue books and print overdue notices.
7. Shelf returned books in proper order in the correct section of the library.
8. Monitor interlibrary loans - teacher requested materials between schools via the district mailing or the public libraries.
9. Repair library materials as needed. Perform minor maintenance on audiovisual equipment. This includes bulbs, needles, cables, etc.
10. Assemble special collections and bibliographies per site administrator requests.
11. Review monthly library statistics reports and reset monthly and yearly counters.
12. Provide training for new library assistants and substitutes for library services.
13. Know and obey all pertinent federal and state regulations.
14. Prepare inventories yearly and follow up on lost or missing materials for all sites.
15. Maintain appropriate communication with all sites, including visits as necessary.
16. Maintain District-wide technological resources for professional development and student resource management.
17. Maintain district-wide library resource inventories (e.g. Library books, technological resources, and textbooks).
18. Record and distribute financial reports to include student fees and fines as they related to library resources.
19. Perform other duties and responsibilities as directed by immediate supervisor.

Certificates & Licenses:

None

Competencies:

**HUMBOLDT UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION**

Able to sit/stand for extended periods of time and safely lift up to 20 pounds

Continuing Education/ Training:

Blood Borne Pathogen Orientation

Safety Training

Clearances:

Criminal Justice/ Fingerprint Clearance

ACTION
Item 10B.

**Wrestling Program
& Coaching Stipend**

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item #	108
FROM:	Dan Streeeter, Director of Human Resources	Reading	
DATE:	September 10, 2013	Discuss	X
SUBJECT:	Elementary Wrestling Program	Action	X

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

SUPPORTING DATA:

The Humboldt Unified School District is one of the few districts in the state to offer such an extensive menu of options when it comes to interscholastic sports for our elementary students in grades fourth through sixth. As a District, we offer flag football, volleyball, track, and basketball as after-school, extra-curricular, interscholastic opportunities for our students. These opportunities are solely funded out of tax-credit funds and generation of fees from pay to play.

The District has the opportunity to add wrestling to our menu of offerings for elementary students in grades fourth through sixth. This sport would also be directly funded from tax-credit and generation of fees to participate with no impact to the M&O budget. The season would start after flag football (October 14th) and end November 21st. We would start this year with two elementary sites hosting the wrestling program. This would allow us the opportunity to gauge the interest and help us plan for subsequent years. Granville and Humboldt Elementary would be the two selected sites for the District. Both of these sites would be open for in-District interest from all other elementary school students to participate in grades fourth through sixth. Two stipends would be necessary as an upstart for this program. These stipends would be determined by, and in line with, the Elementary Athletic Stipend Schedule. This wrestling program would follow suit with the practices and procedures of how all other elementary sports have been handled.

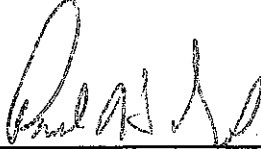
SUMMARY AND RECOMMENDATION:

It is recommended that the Governing Board approve an elementary wrestling program and stipend.

Sample Motion:

I move to approve the addition of the elementary wrestling program with placement on the 2013-14 elementary stipend schedule.

Approved for transmittal to the Governing Board:



Dr. Paul Stanton, Superintendent

Questions should be directed to: Cole Young, HES Principal (928) 759-4400

ACTION
Item 10C.

Policy Suspension

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item #	10 C
FROM:	Richard Adler, Governing Board President	Reading	
DATE:	September 10, 2013	Discuss	
SUBJECT:	Temporary Suspension of Board Policy BAA – Evaluation of School Board / Board Self-Evaluation	Action	X
		Consent	
<hr/>			
OBJECTIVE:	Board Governance		

SUPPORTING DATA:

Board Policy BAA – Evaluation of School Board / Board Self-Evaluation states:

The Board may meet at least annually, not later than October 30, for the purpose of appraising its functioning as a Board and to evaluate Board performance.

Board Policy BGF – Suspension / Repeal of Policy states:

The operation of any section or sections of Board policies not established and required by law or vested by contract may be temporarily or permanently suspended by a majority vote of Board members present at a regular or special meeting.


SUMMARY & RECOMMENDATION:

The Board Self-Evaluation Instrument is under revision. It is recommended that the Board Self-Evaluation take place once there is a new instrument, but not later than November 29, 2013.

Sample Motion:

I move to suspend Board Policy BAA – Evaluation of School Board / Board Self-Evaluation until the new instrument is in place, but not later than November 29, 2013.

Approved for transmittal to the Governing Board:



Dr. Paul Stanton, Superintendent

Questions should be directed to: Mary Diaz, 759-4000

**Personnel
Item 11A.**

Supt. Performance Pay

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item #	
FROM:	Richard Adler, Governing Board President	Reading	
DATE:	September 10, 2013	Discuss	X
SUBJECT:	Superintendent's Performance Pay	Action	X
		Consent	

OBJECTIVE: Board Governance

SUPPORTING DATA:

Legislation mandates that pay for performance be added to superintendents' contracts.

The HUSD Governing Board approved the Superintendent's Performance Pay Plan at their regular scheduled meeting held on November 13, 2012.

METHOD OF PERFORMANCE ASSESSMENT:

The Superintendent shall be deemed to have earned Performance Pay if a majority of the Governing Board members present and voting on the day of the Performance Pay Assessment agree that the Superintendent has met the Performance Pay criteria.

The Performance Pay amount shall be paid to the Superintendent if a majority of the Governing Board finds that the Superintendent has met the Performance Pay criteria. The criteria is met if a majority of the Governing Board finds that the District has received a B or better rating from the Arizona Department of Education and that seven of the nine schools within the District are rated by the Department of Education as B or better. If a majority of the Governing Board does not find that the District has achieved this rating, then the Superintendent will not receive this remaining one-half (1/2) of his Performance Pay. The Performance Pay determination shall be done by the close of each school year or when this information becomes available.


SUMMARY & RECOMMENDATION:

District A-F Labels were announced in August, 2013. The District has met the requirement as stated above. It is recommended that the Board approve payment of the Superintendent's Performance Pay Plan.

Sample Motion:

I move to approve payment of the Superintendent's Performance Pay Plan.

Approved for transmittal to the Governing Board:



Dr. Paul Stanton, Superintendent

Questions should be directed to: Richard Adler at richard.adler@humboldtunified.com